



CITY of CLOVIS

Agenda • City Council Meeting

Council Chamber, 1033 Fifth Street, Clovis, CA 93612 (559) 324-2060

ClovisCa.gov

September 8, 2026

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 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 location listed above. Members of the public may observe and participate in City Council meetings through any of the following methods:

1. Attend In Person: Attend the meeting at the physical location listed above.
2. View the Meeting Online: View the meeting in a non-participatory capacity through the live webcast available at ClovisCA.gov/agendas or on the City's YouTube channel.
3. Participate Remotely: Members of the public may participate remotely through Webex. Click on the link below for information regarding registration, access, and participation instructions:

[Click Here To Register Through Webex](#)

In the event of a disruption that prevents the City from broadcasting the meeting or receiving remote public comment, the City will comply with applicable provisions of Gov. Code § 54953.4 and City policy governing remote participation and technological disruptions.

4. Written Comments: Members of the public may submit written comments through the online agenda portal at ClovisCA.gov/agendas. Please see the instructions below:

- Please submit written comments through the online agenda portal at ClovisCA.gov/agendas no later than 4:00 PM.
- Please submit a separate form for each agenda item.
- A copy of your written comment will be provided to the City Council and will identify the agenda item. If you wish to make a verbal comment, please see the instructions above.
- Written comments that do not identify an agenda item will be included under general public comment.
- Please Note: written comments received after 4:00 PM may not be provided to the City Council during the meeting. All written comments received before the close of the meeting will be included in the official record.

Campaign Contribution Prohibition and Mandatory Disclosure – Pursuant to Government Code Section 84308, a Councilmember shall not accept, solicit, or direct a campaign contribution of more than \$500 from any party or their agent, or from any participant or their agent, while a proceeding involving a license, permit, contract, or other entitlement for use is pending before the City or for 12 months after a final decision is rendered in that proceeding. Any Councilmember who has received a campaign contribution of more than \$500 within the preceding 12 months from a party or their agent, or from a participant or their agent, must disclose that fact on the record of the proceeding and shall not make, participate in making, or in any way attempt to use their official position to influence the decision.

Pursuant to Government Code Section 84308, subdivision (e), any party to a covered proceeding before the City Council is required to disclose on the record of the proceeding any campaign contribution, including aggregated contributions, of more than \$500 made within the preceding 12 months by the party or their agent to any Councilmember. The disclosure shall be made as required by Government Code Section 84308, subdivision (e)(1) and California Code of Regulations, Title 2, section 18438.8. No party or their agent, and no participant or their agent, shall make a campaign contribution of more than \$500 to any Councilmember during the covered proceeding or for 12 months after a final decision is made in that proceeding. The foregoing statements do not constitute legal advice, and parties and participants are urged to consult with their own legal counsel regarding the applicable requirements of the law.

Call to Order

Flag Salute - Councilmember Ashbeck

Roll Call

Presentations/Proclamations

1. Presentation of Certificates Recognizing Students for Participating in the American Legion State Programs.

Council Items

2. Consider Approval – Appointments of City of Clovis Youth Commission.
Staff: Briana Parra, City Clerk, Chad McCollum, Economic Development, Housing and Communications Director
Recommendation: Approve

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 3 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.

Consent Calendar

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

3. Administration - Approval - Minutes from the August 17, 2026, City Council Meeting.
4. Administration – Approval – Authorize the City Manager to execute the First Amendment to Real Property Lease Agreement with Pacific Gas and Electric Company for the Continued Use of the Clovis Fire Training Center.
5. Finance - Approval - Authorize the City Manager, or designee, to Enter into a Participating Agreement with U.S. Bank to Participate in the State of California CAL-Card Purchasing Card Program.
6. Finance - Approval - Res. 26-____, Measure C Extension Local Transportation Pass Through Revenues Certification and Claim Forms for 2026-27.
7. General Services - Approval - Res. 26-____, to Revise the Requested Amount for the Fresno County Transportation Authority (FCTA) and Fresno Council of Governments' FY 2026-2027 Measure C New Technology Reserve Grant Program for Advanced Transit Projects from a one (1) year project in the amount of \$84,473, to a five (5) year project in the amount of \$466,142; and Authorize the Deputy General Services Director to Execute Documents.
8. General Services- Approval of the Federal Transit Administration (FTA) Drug and Alcohol Policy for Clovis Transit and FTA Covered Safety-Sensitive Employees Update.
9. General Services – Approval – Res. 26-____, Authorizing the Deputy General Services Director to Execute of the Certifications and Assurances for the FY 2026-27 California State Transit Assistance State of Good Repair (SGR) Program.
10. General Services – Approval – Res. 26-____, Authorizing Amendments to the City's Classification and Compensation Plans to Adopt the Parks Maintenance Specialist Classification with a Salary Range of \$6,225 to \$7,567 per month.
11. General Services – Approval - Claim Rejection of the General Liability Claim on behalf of Vincent Espudo.
12. Police Department — Approval — Res. 26 -____, Authorizing the Police Chief to execute the 2026-2027 Department of Alcoholic Beverage Control Alcohol Policing Partnership grant agreement; and amend the Police Department budget to reflect the award of \$79,000.00.
13. Public Utilities – Approval – Waive Formal Bidding Requirements and Authorize the Purchase of Two (2) Frontloading Refuse Trucks and Two (2) Side Loading Refuse Trucks from Coast Counties Peterbilt for the Total Amount of \$2,095,095.56, Including tax and Delivery.
14. Public Utilities – Approval – Waive Formal Bidding Requirements and Authorize the Purchase of a Case 521G XT Wheel Loader Tractor off the Sourcewell Cooperative Purchasing Contract from Sequoia Equipment Company in the Total Amount of \$222,074.09, including tax and freight.

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.

15. Consider Approval - Res. 26-____, AC2026-001, A Resolution of the City of Clovis making findings and a determination that the project is exempt from further environmental review under CEQA pursuant to CEQA Guidelines section 15183; and to authorize a Certificate of Tentative Cancellation for a ±1.16-acre portion of 12.5 acres under Land Conservation Contract No. 4826, for property located near the south side of E. Perrin Avenue, between N. Minnewawa Avenue and the N. Clovis Avenue alignment. Great Bigland, LP, property owner; Bonadelle Homes, Inc., applicant.
Staff: Marissa Parker, Associate Planner
Recommendation: Approve
16. Consider Approval – Res. 26-____, Adoption of the City of Clovis 2025-2026 Consolidated Annual Performance and Evaluation Report (CAPER) for expenditure of Community Development Block Grant Funds; and Authorize submittal to the U.S. Department of Housing and Urban Development.
Staff: Claudia Cázares, Housing Program Manager, Holly Greathouse, Staff Analyst
Recommendation: Approve
17. Consider Various Actions related to Annexation of Territory (Annexation #77) (MFRDR 2021-002 Southeast Corner Willow/Shepherd) to the City of Clovis Community Facilities District No. 2004-1 (Police and Fire Services).
 - a. Consider Approval - Res. 26-____, A Resolution annexing territory (Annexation #77) (MFRDR 2021-002 Southeast Corner Willow/Shepherd) to the City of Clovis Community Facilities District No. 2004-1 (Police and Fire Services) and calling a special landowner election to annex territory (Annexation #77) to City of Clovis Community Facilities District No. 2004-1 (Police and Fire Services).
 - b. Consider Approval - Res. 26-____, A Resolution of the City of Clovis declaring the results of a special landowner election and directing recording of the Notice of Special Tax Lien for City of Clovis Community Facilities District No. 2004-1 (Police and Fire Services).
Staff: Angela Papazian, Deputy Finance Director
Recommendation: Approve

Council Comments

City Manager 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.

18. Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Andrew Haussler, Paul Armendariz, Amy Hance, Bethany Berube, and Scott Cross
Employee Organization: Transit Employees Bargaining Unit

Reconvene into Open Session and Report from Closed Session

Adjournment

Future Meetings

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

Sept. 14, 2026

Sept. 21, 2026

Oct. 5, 2026



CITY of CLOVIS

Report to the City Council

To: City Council
From: Administration
Date: September 8, 2026
Staff: Briana Parra, City Clerk, Chad McCollum, Economic Development, Housing and Communications Director
Subject: Consider Approval – Appointments of City of Clovis Youth Commission.
Recommendation: Approve
Attachments: None

Recommendation:

It is recommended that the Mayor, subject to approval by the City Council, consider the appointment of the following individuals to the City of Clovis Youth Commission. The appointment is for one term, which is currently scheduled to run from September 2026 through May 2027.

Seniors

Alian Marriaga
Ellie Hammond
Jasmine Parmer
Micah Gurman
Maggie McCollum

Juniors

Ashley Parmar
Ayanna Rana
Ayden Guthery
Evan Allgood
Jacquelynn Hannon
Keymiah Bowman
Lovely Zawadi
Peter Sauer
Roshan Takhar

Sophomores

Abby Atanda
Amrit Ria
Gabriel Yang
Inika Indoria
Isabelle Wiley
Jamison Willingham
Mason Burchfield

Executive Summary:

In collaboration with community partners, including Clovis Unified School District and local media, staff worked to share this opportunity with the public, resulting in an impressive 54 eligible applications. From May 11th to June 19, 2026, high school sophomores, juniors, and seniors residing in the City of Clovis were invited to apply. Qualified applicants underwent a two-step interview process, with the first round conducted through Webex by a panel of City staff, followed by a second

interview with current Commissioners entering their senior year. During the interviews, panelists engaged with each applicant to understand their interests and goals for the Commission. In accordance with the bylaws, a total of 21 members—9 returning, who accepted invitations to continue and 12 newly appointed—were selected to join the Youth Commission, pending City Council confirmation.

Background:

The City of Clovis Youth Commission was established by unanimous decision of the Clovis City Council in October 2023 with the goal of engaging youth voices in civic matters. The Commission aims to promote civic engagement among Clovis youth and foster a sense of ownership and responsibility in shaping the City's future. The City of Clovis Youth Commission operates from September through May each year, with Commissioners selected during the summer leading into the new school year. The first meeting for the 2026-2027 term will be held on September 30, 2026.

The Youth Commissioners are tasked with meeting monthly to set and accomplish goals outlined by the Youth Commission, City Council, and City staff. Additionally, they represent Clovis youth at designated city events, plan and execute a project benefiting the youth of Clovis and present their progress annually to the Clovis City Council.

Applicants for the Clovis Youth Commission must reside within the City of Clovis and be in their sophomore, junior, or senior year of high school. They may serve on the Commission for up to three years. The selection process includes applying, interviewing, and being chosen by a panel consisting of City staff and Youth Commissioners. The Commission is composed of up to 21 members.

We were fortunate to receive many talented applicants this year, and while not everyone could be selected, we want to encourage those students who were not chosen to remain involved by attending our monthly Youth Commission meetings. These meetings are open to all, and we value the input of all Clovis youth. We encourage those who were not selected to participate as much as possible and to share their concerns and ideas with the Youth Commissioners.

Fiscal Impact:

The costs associated with the Youth Commission are expected to be nominal. These costs are included within the current 2026/2027 budget without requiring additional allocations.

Reason for Recommendation:

Students listed in this staff report have been found qualified by staff to participate in the City of Clovis Youth Commission.

Actions Following Approval:

Staff will continue planning for the upcoming meetings of the City of Clovis Youth Commission.

Conflict of Interest:

None.



CITY *of* CLOVIS

City Council Meeting • Minutes

August 17, 2026

6:00 PM

Council Chamber

Call to Order

The meeting was called to order by Mayor Mouanoutoua at 6:01 PM.

Flag Salute led by Mayor Pro Tem Pearce

Roll Call

Present: Councilmember Ashbeck, Councilmember Basgall, Councilmember Bessinger, Mayor Pro Tem Pearce, and Mayor Mouanoutoua

Councilmember Bessinger was absent during roll call and joined the meeting at 6:45 PM

Public Comments

Shawn Ruiz, resident, expressed concerns regarding the transit system and staff.

Rene Campos, former candidate for Fresno City Council District 7, expressed concerns regarding District 7 Councilmember Nelson Esparza.

Consent Calendar

Upon call, there was no public comment.

Motion by Councilmember Ashbeck, seconded by Councilmember Basgall, that the items on the Consent Calendar be approved 4-0-1 with Councilmember Bessinger absent.

1. Minutes from the August 10, 2026, Meeting.
2. Administration – Receive and File – Economic Development Corporation Serving Fresno County Quarterly Report, Q4 April - June 2026.
3. Administration - Authorize the City Manager to execute the FY 2026-27 Agreement up to an amount of \$50,000, between the City of Clovis and the Economic Development Corporation Serving Fresno County (EDC).
4. Administration – Approval – **Res. 26-87**, Amending the Conflict of Interest Code list of Designated Employees.
5. Administration - Approval – Request from California Classic Cares for Temporary Closure of Streets Located Adjacent to the California 9/11 Memorial to Hold a 5K Event on September 5, 2026.
6. General Service – Approval – **Res. 26-88**, Authorizing the City Manager to Execute an Agreement for Older Americans Act Funding for Title III C-1 Nutrition Services Through the Fresno-Madera Area Agency on Aging (FMAAA)
7. Planning and Development Services – Approval – Bid Award for CIP 22-04 Shaw Avenue Widening Phase 2 to Avison Construction, Inc., in the amount of \$7,038,633.00; and Authorize the City Manager to execute the contract on behalf of the City.

Preliminary - Subject to Approval

8. Planning and Development Services – Approval – Final Acceptance and Authorization to Record the Notice of Completion for CIP 26-02 ADA Curb Return Ramps for a Final Contract Cost of \$210,466.83.

Public Hearings

9. Consider items associated with Ordinance Amendment 2026-002 and the Multiple-Family Residential Design Standards. City of Clovis, applicant.
 - a. Consider Approval - **Res. 26-XX**, A Resolution adopting an exemption from further environmental review under the California Environmental Quality Act Guidelines section 15061, subdivision (b)(3) for Ordinance Amendment 2026-002 and the Multiple-Family Residential Design Standards.
 - b. Consider Introduction - **Ord. 26-XX**, OA2026-002, An ordinance amending section 9.32.040 of the City's Development Code to modify the parking requirements for multifamily dwellings.
 - c. Consider Approval - **Res. 26-XX**, A Resolution approving an amendment to the Multiple-Family Residential Design Standards.

Upon call, there was no public comment.

Motion by Councilmember Ashbeck, seconded by Councilmember Basgall, that the item be continued to a date uncertain. Motion carried by a 4-0-1 vote, with Councilmember Bessinger absent.

Administrative Items

10. Receive and File - Presentation by the Fresno County Economic Development Corporation – Comprehensive Economic Development Strategy (CEDS) 2025–2030 and Workforce Development Program Update.

The following members of the public addressed the Council on the above item: Steven Trevino.

Received and Filed

11. Consider Adoption - **Ord. 26-06**, R2024-002, An ordinance of the City Council approving a rezoning of 15 parcels instead of the originally requested 20 parcels from various zone districts to the R-3 (Multi-family High Density) and R-4 (Multi-family Very High Density) zone districts. (Vote: 4-1, with Mayor Pro Tem Pearce voting no)

Upon call, there was no public comment.

Motion to approve by Councilmember Ashbeck, seconded by Councilmember Basgall. Motion carried 4-1, with Mayor Pro Tem Pearce voting no.

Preliminary - Subject to Approval

Council Items

12. Consider Approval – Designation of Voting Delegate and Alternate for the League of California Cities' Annual Conference and Business Meeting, September 23–25, 2026.

Upon call, there was no public comment.

Motion by Councilmember Ashbeck, seconded by Councilmember Basgall, to appoint Councilmember Drew Bessinger as the voting delegate and Councilmember Basgall as the alternate voting delegate. Motion carried by unanimous vote.

City Manager Comments

City Manager Haussler announced several upcoming events, including the Clovis Mobile Recreation Park Tour at Williamsburg Manor Park on Wednesday, August 19, 2026; Clovis Police Department's Movie Night in the Park at Bicentennial Park on Saturday, August 22, 2026; Planning Commission on Thursday, August 27, 2026; Passport Clovis on Saturday, August 29, 2026; Clovis Animal Services Low-Cost Microchip and Vaccine Clinic on Saturday, August 29, 2026; Veterans Thrive Conference on Monday, August 31, 2026; and the 9/11 Run to Remember on Saturday, September 5, 2026.

Council Comments

Council consensus was reached to direct staff to prepare a report to Council regarding the development delays affecting Fowler and Shepard. The report should address how the current situation developed, the plan to resolve the outstanding issues, and steps to prevent similar delays in the future.

Closed Session

13. Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: APN 563-070-61T (NWC of Houston and Burgan Avenues)
Negotiating Parties: Qingmeng Li
Under Negotiation: Price and Terms

No Reportable Action.

Reconvene into Open Session and Report from Closed Session

Adjournment

Mayor Mouanoutoua adjourned the meeting at 7:15 PM, and the next regularly scheduled meeting is September 8, 2026.

Mayor

City Clerk



CITY of CLOVIS

Report to the City Council

To: City Council
From: Administration
Date: September 8, 2026
Staff: Paul Armendariz, Assistant City Manager
Subject: Administration – Approval – Authorize the City Manager to execute the First Amendment to Real Property Lease Agreement with Pacific Gas and Electric Company for the Continued Use of the Clovis Fire Training Center.

Recommendation: Approve

Attachments:

1. PG&E Training Yard Lease Extension ATT 1 First Amendment
2. PG&E Training Yard Lease Extension ATT 2 Original Agreement

Recommendation:

For the City Council to approve the First Amendment to Real Property Lease Agreement with Pacific Gas and Electric Company (PG&E) for the continued use of portions of the Clovis Fire Training Center at 3455 Lind Avenue and authorize the City Manager to execute the First Amendment.

Executive Summary:

The City of Clovis and Pacific Gas and Electric Company (PG&E) entered into a Real Property Lease Agreement dated July 25, 2016, for PG&E's use of portions of the Clovis Fire Training Center located at 3455 Lind Avenue. The original lease provides PG&E with use of approximately 17,000 square feet of undeveloped property, a classroom, and an agreed-upon parking area for purposes related to PG&E's required employee certification and training activities. The original lease was for a ten-year term and was scheduled to expire on June 30, 2026.

Through mutual agreement, PG&E has continued to utilize the Training Center following expiration of the original lease, and the parties have continued discussions regarding a longer-term arrangement. The proposed First Amendment formally extends the lease through December 31, 2026, and provides PG&E with an option to extend the lease for an additional twelve months, from January 1, 2027, through December 31, 2027.

Background:

In 2013, the Fire Department completed an internal needs assessment for the Clovis Fire Training Center and subsequently contracted with an architect to develop a conceptual site design. The study identified vacant, undeveloped property on the north-east portion of the Training Center that was not

anticipated to be needed for the Fire Department's planned uses at that time. The Fire Department sought opportunities to develop public/private partnerships that could assist with the continued development and use of the Training Center.

Pacific Gas and Electric Company previously approached the City regarding use of the Training Center for required annual certification training for its electrical troubleshooting personnel. The original lease allowed PG&E access to the Training Center for up to 150 days per calendar year and included use of the undeveloped area, classroom, and parking. PG&E employees from throughout the State travel to Clovis to participate in the certification training, which includes classroom instruction followed by hands-on field training.

The original lease has provided a continued use of otherwise underutilized Training Center property while generating revenue for the City. The proposed First Amendment will allow this arrangement to continue.

Fiscal Impact:

Under the proposed First Amendment, PG&E will continue to pay the current monthly rent of \$5,980.07 as of July 1, 2026, representing annualized rental revenue of approximately \$71,761 and will be subject to a CPI adjustment in July 2027. The projected revenue is included in the Fire Department's 2026-2027 Fiscal Year budget.

Reason for Recommendation:

The proposed First Amendment allows the City to continue its established partnership with Pacific Gas and Electric Company for the use of portions of the Clovis Fire Training Center that are suitable for PG&E's training activities. The arrangement provides a beneficial use of otherwise underutilized property, generates rental revenue for the City, and allows PG&E to continue conducting required certification training in the Central Valley.

Approval of the First Amendment will formalize the continued occupancy of the premises and establish the terms for the remainder of 2026 and, if exercised by PG&E, calendar year 2027.

Actions Following Approval:

Upon approval, the First Amendment will be prepared for execution by the City Manager and Pacific Gas and Electric Company.

Conflict of Interest:

None.

FIRST AMENDMENT TO REAL PROPERTY LEASE AGREEMENT

This FIRST AMENDMENT TO REAL PROPERTY LEASE AGREEMENT (this "**Amendment**"), dated for reference purposes only, _____, 2026, is made by and between the CITY OF CLOVIS, a California municipal corporation and general law city ("**Clovis**"), and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**PG&E**").

RECITALS:

A. Clovis and PG&E entered into that certain Real Property Lease Agreement dated as of July 25, 2016 (the "**Original Lease**"), pursuant to which Clovis leases to PG&E certain portions of the property commonly known as 3455 Lind Avenue, Clovis, California, including the Classroom, the Facility Premises, and the Parking Premises, as more particularly described in the Original Lease (collectively, the "**Premises**").

B. The Original Lease was scheduled to expire on June 30, 2026. Following such expiration, PG&E remained in possession of the Premises, and the parties agreed that PG&E could continue in possession through July 2026 on the terms and provisions of the Original Lease, with the tenancy continuing thereafter on a month-to-month basis for a short period as needed while the parties worked toward a longer-term arrangement.

C. The parties now desire to amend the Original Lease to (i) extend the Term through December 31, 2026, (ii) grant PG&E one (1) option to extend the Term for an additional twelve (12) months, and (iii) make certain other modifications, all as set forth below.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms; Recitals; Effective Date. Unless otherwise defined herein, all capitalized words and terms used in this Amendment shall have the meanings given to them in the Original Lease. The Recitals are hereby incorporated by this reference. Unless otherwise specifically provided herein, all provisions of this Amendment shall be effective as of the later of the dates set forth beneath the respective signatures of the parties below (the "**Effective Date**"). The Original Lease, as amended by this Amendment, is referred to herein as the "**Lease**."

2. Term.

(a) Extension of Term. The Term of the Original Lease is hereby extended through December 31, 2026 (the "**Extension Term**"), on the same terms and conditions as set forth in the Original Lease, except as modified by this Amendment. All references in the Lease to the "term" or "Term" shall mean the Term as extended by this Amendment.

(b) Option to Extend. Clovis hereby grants PG&E one (1) option to extend the Term of the Lease for twelve (12) months, commencing on January 1, 2027, and expiring on December 31, 2027 (the "**2027 Option Term**"). PG&E may exercise the option by giving at least thirty (30) days' advance written notice to Clovis prior to the expiration of the Extension Term. The 2027 Option Term shall be on all of the same terms and conditions set forth in the Lease, including without limitation the Rent set forth in Section 3 of this Amendment and PG&E's early termination right set forth in Section 5 of this Amendment. Upon PG&E's timely exercise of the option, all references in the Lease to the "Term" shall mean the Term as extended through the 2027 Option Term.

3. Rent. During the Extension Term and, if applicable, the 2027 Option Term, PG&E shall continue to pay Rent in the amount of Five Thousand Nine Hundred Eighty and 07/100 Dollars (\$5,980.07) per month through June 2027. The annual CPI adjustment described in Section 3.d of the Original Lease remains applicable.

4. Payment; Interim Possession. Rent shall continue to be due and payable in accordance with the Original Lease. The parties acknowledge that PG&E paid Rent for July 2026 and August 2026 and remained in possession of the Premises during that period. The parties acknowledge and agree that PG&E's possession of the Premises from July 1, 2026 through the Effective Date was authorized and governed by the terms and provisions of the Original Lease.

5. PG&E's Early Termination Right. Notwithstanding anything to the contrary in the Lease, during the 2027 Option Term, PG&E shall have the on-going right to terminate the Lease, without payment of any penalty or fee, for any reason or no reason, in PG&E's sole and absolute discretion, by providing Clovis with written notice of such election at least thirty (30) days prior to the date of termination (the "**2027 Early Termination Date**"). If PG&E elects to terminate the Lease pursuant to this Section, the Lease shall terminate as of the 2027 Early Termination Date, and Clovis and PG&E shall each be released from any and all obligations, duties, and liabilities to one another under the Lease, except for obligations, duties, and liabilities that expressly survive expiration or termination of the Lease. Notwithstanding anything to the contrary in the Lease, the last month's rent shall be prorated if the 2027 Early Termination Date occurs on any day other than the last day of a calendar month.

6. Removal Obligations. The parties acknowledge and confirm that, upon the expiration or earlier termination of the Lease, unless otherwise agreed by PG&E and Clovis, PG&E shall remove PG&E-owned personal property, buildings, structures, and other improvements located on the Facility Premises and Parking Premises, and restore the Facility Premises and Parking Premises to substantially the same condition as existed at the time PG&E took possession of the Facility Premises and Parking Premises, ordinary wear and tear excepted. For avoidance of doubt, and consistent with Section 4.j. of the Original Lease, PG&E shall not be required to remove the below-grade concrete box enclosures for the underground props or conduits, but PG&E shall remove the concrete pads which the above-ground cabinets are affixed to. The parties further acknowledge and agree that PG&E shall not be required to remove below-grade non-energized cables installed on the Property by or on behalf of PG&E. Except as expressly confirmed and clarified in this Section, Section 4.j. of the Original Lease remains in full force and effect.

7. Miscellaneous

(a) Ratification. Except as modified by this Amendment, all of the terms, conditions, and provisions of the Original Lease shall remain in full force and effect and are hereby ratified and confirmed.

(b) Conflicts. To the extent the terms of the Original Lease and this Amendment are inconsistent, the terms of this Amendment shall control.

(c) Brokers. Each party represents and warrants to the other that no broker, agent, or finder has been engaged by it, respectively, in connection with this Amendment, except for PG&E's broker, Jones Lang LaSalle ("**Tenant's Broker**"), and that no commissions or fees are due to any broker, agent, or finder, including to Tenant's Broker, in connection with this Amendment. Each party shall indemnify, defend, protect, and hold the other party harmless from and against any and all claims, losses, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, resulting from any breach of the foregoing representation and warranty.

(d) Interpretation. This Amendment shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Amendment.

(e) Severability. If any provision of this Amendment shall be held to be unenforceable or invalid for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Amendment shall be deemed valid and enforceable to the fullest extent.

(f) Authority; No Third-Party Consents. Clovis represents and warrants to PG&E this Amendment has been duly authorized, executed, and delivered by Clovis in accordance with all applicable laws, ordinances, resolutions, rules, regulations, and procedures governing Clovis, and that the person signing below on behalf of Clovis is duly authorized to execute and deliver this Amendment on behalf of Clovis. PG&E represents and warrants to Clovis that the person signing below on behalf of PG&E is duly authorized to execute and deliver this Amendment on behalf of PG&E.

(g) Electronic Signatures. This Amendment may be executed by electronic signatures (e.g., using DocuSign or e-SignLive) or signatures transmitted in portable document format ("pdf"), and copies of this Amendment executed and delivered by means of electronic or pdf signatures shall have the same force and effect as copies hereof executed and delivered with original manually executed signatures. The parties may rely upon electronic and pdf signatures as if such signatures were manually executed originals and agree that an electronic or pdf signature page may be introduced into evidence in any proceeding arising out of or related to this Amendment as if it were an original manually executed signature page.

(h) Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(i) Entire Agreement. This Amendment contains the entire agreement of Clovis and PG&E with respect to the subject matter hereof and supersedes any prior negotiations, representations, agreements, or understandings between the parties with respect to such subject matter.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the date set forth below each signature, to be effective on the Effective Date.

CLOVIS:

CITY OF CLOVIS,
a California municipal corporation and general law city

By: _____
Andrew Haussler, City Manager

Date: _____

ATTEST:

By: _____
Briana Parra, City Clerk

APPROVED AS TO FORM:

By: _____
Scott G. Cross, City Attorney

PG&E:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____
Name:
Title:

Date: _____

**REAL PROPERTY LEASE AGREEMENT
CITY OF CLOVIS AND PACIFIC GAS & ELECTRIC COMPANY
CLOVIS FIRE TRAINING FACILITY**

This Real Property Lease Agreement ("Agreement") is made and entered into as of July 25, 2016 (the "Agreement Date") between the City of Clovis, a California municipal corporation and general law city ("Clovis") and Pacific Gas & Electric Company, a California corporation and investor owned utility company ("PG&E"), pursuant to the following Recitals, which are a substantive part of this Agreement:

RECITALS

- A. Clovis owns and maintains approximately 9.38 acres of property (409,092 square feet) located at 3455 Lind Avenue, in the City of Clovis, County of Fresno, which Clovis uses for its Fire Training Center ("Property"). Currently located on the Property is a 8,642 square foot administration building containing various classrooms, offices, and restroom facilities ("Administration Building"). The remainder of the Property consists of undeveloped land. The Property and Administration Building are described and depicted in **Exhibit A** attached hereto.
- B. PG&E desires to use portions of the Administration Building for employee classroom training and approximately 17,000 square feet of the undeveloped portion of the Property for constructing a hands on employee training facility ("PG&E Facility"). The PG&E Facility is proposed to be located on the northeast corner of the Property as described and depicted in **Exhibit B** attached hereto ("Facility Premises"). PG&E also desires to use approximately 2000 square feet of the undeveloped portion of the Property for parking utility trucks and other vehicles, the exact location to be determined ("Parking Premises"). The proposed location of the Parking Premises is depicted in **Exhibit C**, attached hereto, which Exhibit C will be replaced to reflect a different location mutually agreed upon by Clovis and PG&E.
- C. Clovis is willing to lease portions of the Property to PG&E for the reasons set forth in the Recitals, and upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for the consideration set forth herein, Clovis and PG&E agree as follows:

AGREEMENT

1. Lease of Property. Clovis agrees to lease portions of the Property to PG&E as follows:
 - a. Classroom. Exclusive use of one (1) existing classroom located within the Administration Building, named Classroom Two or such other classroom as designated by Clovis and approved by PG&E, for up to 150 days per Lease year, up to 10 hours per day ("Classroom"). Clovis shall ensure that the Classroom has free, working, high speed Wi-Fi access for PG&E's use during the Term of this Lease and a working flat screen television that is HDMI compatible and with a working HDMI cable. Clovis is responsible for keeping the television in working order and within twenty-four (24) hours of PG&E's request, shall repair or replace the television in the Classroom if it is not working properly.

Subject to availability, PG&E may request to use the Classroom beyond 150 days per Lease year at the rental rate set forth in Section 3. All scheduling of the Classroom will be coordinated with the Administration Building's training staff. PG&E understands that during one (1) week every year, which week generally occurs during the second or third week in November, PG&E will not have access to any classroom in the Administration Building due to Clovis' training activities (the "No Access Week"). The No Access Week will occur from November 13th to 18th in 2016. Clovis will use reasonable efforts to notify PG&E of the No Access Week for each calendar year when the parties meet annually to coordinate annual scheduling. Clovis shall have first priority in the event of a scheduling conflict except if Clovis has previously agreed to the date selected by PG&E that is causing the conflict. The parties shall meet to discuss scheduling concurrently with execution of this Agreement, and thereafter on or before January 1 of each year this Agreement is in effect, and as otherwise needed. Use of the Classroom shall include the non-exclusive use of the Administration Building common areas, restrooms, and kitchen.

b. Facility Premises. Exclusive use of the Facility Premises for hands on training. PG&E may install training props and peripheral improvements, as further described in Section 4. Access to the Facility Premises shall be as shown on **Exhibit C**.

c. Parking Premises. Exclusive use of the Parking Premises for parking utility trucks and other vehicles, as further described in Section 4. Access to the Parking Premises shall be as shown on **Exhibit C**. The Classroom, together with the Facility Premises and Parking Premises are hereinafter collectively referred to as the "Premises".

2. Term of Lease.

a. Term. The term ("Term") of this Agreement shall be for ten (10) years, commencing on July __, 2016 ("Effective Date"), and ending on June 30, 2026 ("Expiration Date") unless earlier terminated as provided herein. At the end of the Term, this Agreement shall automatically terminate unless extended by written agreement of the Parties.

b. Option to Terminate. PG&E has the right to terminate this Agreement, without payment of any penalty or fee, for any reason or no reason, in PG&E's sole and absolute discretion, by providing Clovis with written notice of such election at least one hundred eighty (180) days prior to the date of termination (the "Early Termination Date"). If PG&E elects to terminate this Agreement pursuant to this subsection, this Agreement shall terminate as of the Early Termination Date, and Clovis and PG&E shall each be released from any and all obligations, duties, and liabilities to one another under this Agreement, except for obligations, duties, and liabilities that expressly survive expiration or termination of the Agreement. Notwithstanding the foregoing, the last month's rent shall not be prorated with an Early Termination Date.

3. Rent. PG&E shall pay rent to Clovis as follows:

a. Monthly Rent. Upon execution of this Agreement, PG&E shall pay to Clovis a monthly rent in the amount of Four Thousand Seven Hundred and 00/100 Dollars (\$4,700.00)

("Rent"). Rent is due and payable on the 1st day of each calendar month and is delinquent on the next day. First month's rent shall not be prorated. The monthly rent is for up to 150 days of annual classroom use (prorated the first year) as set forth in Section 1, and for use of the Facility Premises and Parking Premises.

b. Extra Classroom Rent. For all classroom use in excess of 150 days in a calendar year (prorated the first year), as set forth in Section 1, PG&E shall pay Clovis Two Hundred and 00/100 Dollars (\$200) per day.

c. Additional Restroom Rent. Should Clovis construct additional ADA compliant permanent restroom facilities as set forth in Section 4, PG&E shall pay additional rent in the amount of Four Hundred Twenty-Five and 00/100 Dollars (\$425.00) per month, plus other obligations as set forth in Section 4.

d. Annual CPI Adjustment.

(1) Commencing on the anniversary of the Effective Date of this Agreement, and annually thereafter during the Term (each an "Adjustment Date"), the amount of the monthly Rent, daily extra classroom rent, and restroom rent (if applicable) paid immediately before the Adjustment Date shall be adjusted according to the increase in the U.S. Consumer Price Index "CPI". "CPI" shall mean the percentage change in the Consumer Price Index All Urban Consumers (CPI-U) All Items U.S. City Average, published by the United States Department of Labor, Bureau of Labor Statistics and Research, over the most recent twelve (12) month period for which figures are available through the month before the Adjustment Date. In no event shall any adjusted rent be less than the rent for the month immediately preceding the Adjustment Date or more than three percent (3%) of the monthly Base Rent payable for the month immediately preceding the Adjustment Date.

(2) If the CPI is not published for the specified month, the CPI for the next succeeding month shall be substituted and the shall otherwise be computed in accordance with Paragraph 3.d.(1) above. If the CPI is no longer published, then the adjustment to rent shall be based on an alternate index mutually agreed upon by Clovis and PG&E that most closely reflects the CPI.

e. Delivery. All rent shall be paid by PG&E and be personally delivered or mailed to the City of Clovis, Fire Department, 1233 Fifth Street, Clovis, California 93612 or any other place or places that Clovis may designate by written notice to PG&E.

f. Late Charge; Interest; NSF Fee. PG&E acknowledges that either late payment of Rent or issuance of a check returned for insufficient funds ("NSF check") may cause Clovis to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to processing, enforcement and accounting expenses, and late charges imposed on Clovis. If any installment of Rent due from PG&E is not received by Clovis within five (5) calendar days after date due, or if a check is returned for insufficient funds, PG&E shall pay to Clovis, respectively, \$235.00 as a late charge ("Late Charge") and \$25.00 as an insufficient funds fee ("NSF Fee"), any of which shall be deemed additional Rent; provided, however, that such Late Charge shall be waived on the first

occurrence in any given twelve (12) month period, so long as Tenant shall pay such delinquent amount within ten (10) days after receipt of written notice of such delinquency from Clovis. No late charge may be imposed more than once for the same late rental payment. Clovis and PG&E agree that these charges represent a fair and reasonable estimate of the costs Clovis may incur by reason of PG&E's late or NSF payment. Any Late Charge, or NSF Fee due shall be paid with the current installment of Rent. Clovis' acceptance of any Late Charge or NSF Fee shall not constitute a waiver as to any default of PG&E. Clovis' right to collect a Late Charge or NSF Fee shall not be deemed an extension of the date Rent is due, or prevent Clovis from exercising any other rights and remedies under this Agreement, and as provided by law.

4. Use of Premises.

a. Purpose. PG&E shall be permitted to use the Classroom, Facility Premises, and Parking Premises for the purposes set forth in the Recitals, and more particularly as follows:

(1) The Classroom for employee and subcontractor classroom training.

(2) The Facility Premises for the installation of underground and above ground training props for hands on employee and subcontractor training.

(3) The Parking Premises for parking a trailer, utility trucks and other vehicles.

No other uses shall be permitted on the Premises except incidental or ancillary uses to the training activities, without the prior express written consent of Clovis.

b. Access. Access to the Classroom, Facility Premises and Parking Premises shall be through the main gate as shown on Exhibit C, except that Clovis reserves the right to change or modify PG&E's access point in the future provided substantially equivalent access is provided. Clovis shall provide access keys and/or codes to PG&E's authorized users as designated by PG&E. PG&E's authorized users shall be responsible to ensure that the access areas, Classroom, Facility Premises, and Parking Premises are properly secured after use by PG&E's authorized users, except that such users shall notify Clovis as soon as reasonably possible if they experience problems securing the Classroom Facility Premises or Parking Premises so that the Parties can work together to resolve the problem.

c. Alterations and Improvements. PG&E shall be permitted to construct training props and related peripheral improvements, both underground and above ground on the Facility Premises. PG&E shall install/provide temporary restrooms in accordance with the requirements of Subsection (d). No other alterations or improvements shall be made to the Property without the advance and express written consent of Clovis, and upon such reasonable terms and conditions as Clovis may require.

The precise plans for the Facility Premises improvements and restrooms (collectively "Improvements") shall be submitted for review and approval by the Fire Chief and General Services Director, and their approval shall not be unreasonably conditioned, withheld or delayed. The Fire Chief's and General Services Director's approval rights shall be limited to determining that the location of the Improvements will not interfere with Clovis' operation of the remainder of the Property, and will notify PG&E of their approval, conditional approval or disapproval of

the Improvements within ten (10) business days after PG&E's submission of the plans. Any conditional approval or disapproval shall be accompanied by a detailed description of what changes would need to be made to the Improvements for them to be approved. Failure by the Fire Chief or the General Services Director to notify PG&E of regarding approval, conditional approval or disapproval of the Improvements within the above-referenced ten (10) business day time period shall be deemed an approval.

The Improvements shall be processed through the Clovis Planning and Development Services Department for required permits, and in its capacity as owner of the Property, Clovis will reasonably cooperate with PG&E in obtaining such permits.

d. Restroom Facilities.

(1) PG&E shall make arrangements, at its sole cost and expense, for the installation of two (2) temporary restrooms on the Property that allow for handicap access in compliance with the Americans with Disabilities Act ("ADA") ("Temporary Restrooms"). The Temporary Restrooms shall be placed on the Property at a location designated by Clovis and approved by PG&E as suitable for its needs in connection with its use of the Facility Premises, and shall be installed prior to the opening of the Facility Premises Improvements. PG&E shall, at its sole cost and expense, make arrangements for a cleaning service to maintain the Temporary Restrooms in a reasonably sanitary condition and stocked with disposable products. PG&E has the right to temporarily remove or lock the Temporary Restroom for any period that it will be absent from the Facility Premises for more than thirty (30) days ("Temporary Removal Period"), but must re-install or unlock the Temporary Restroom when the Facility Premises are in use by or with permission of PG&E. PG&E shall use reasonable efforts to notify Clovis in writing at least fourteen (14) days before a Temporary Removal Period.

(2) Should Clovis construct additional permanent, ADA compliant restrooms in compliance with applicable laws ("Permanent Restrooms"), PG&E shall remove the Temporary Restrooms within thirty (30) days' notice from Clovis. PG&E shall have access to the new Permanent Restrooms and pay to Clovis the additional Restroom Rent as set forth in Section 3. Clovis shall make arrangements for a cleaning service to maintain the new Permanent Restrooms in compliance with all applicable laws, in a reasonably sanitary condition and stocked with disposable products. PG&E shall have reasonable input into the location of the Permanent Restrooms based on its needs in connection with its use of the Facility Premises.

e. Permits, Land Use Approvals, and Licenses. PG&E shall construct and install the Improvements in conformance with all applicable Federal, State, County, or municipal laws, rules, and regulations, and shall obtain any required permits and land use approvals before commencing construction and installation of the Improvements. If any license, permit, or other governmental authorization is required for the lawful use or occupancy of the Premises, PG&E shall procure and maintain it throughout the Term. Nothing herein shall be construed to require the City of Clovis to issue a permit or license to PG&E except through applicable procedures, and nothing in this Agreement shall be deemed to pre-commit any discretionary decisions of the City of Clovis.

Notwithstanding any of the foregoing to the contrary, if the permits, approvals and authorizations PG&E is required to obtain to construct and operate the Improvements are determined to PG&E to be infeasible to comply with, PG&E is not required to pursue such permits, approvals and authorizations and at its option may terminate this Agreement upon sixty (60) days' prior written notice to Clovis, this Agreement shall terminate as of the sixtieth (60th) day after delivery of the termination notice, Tenant's obligation to pay any rent, and any other charges owing under the Agreement for any partial month shall be appropriately prorated, and Clovis and PG&E shall each be released from any and all obligations, duties, and liabilities to one another under this Agreement, except for obligations, duties, and liabilities that expressly survive expiration or termination of the Agreement.

f. Compliance with Laws. PG&E shall comply with all statutes, ordinances, regulations and requirements of all applicable governmental entities (including the City of Clovis), relating to PG&E's particular (as opposed to general) use and occupancy of the Premises, whether those statutes, ordinances, regulations and requirements are now in force or are subsequently enacted. PG&E shall not use the Premises or permit the Facility Premises or the Parking Premises, or any portion thereof, to be improved, developed, used or occupied in any manner that is in any way in violation of any valid law, ordinance, or regulation of any federal, state, county, or local governmental agency. Clovis shall comply with all statutes, ordinances, regulations and requirements of all governmental entities (including the City of Clovis), relating to its ownership of the Property, whether those statutes, ordinances, regulations and requirements are now in force or are subsequently enacted, including, but not limited to compliance with all applicable laws for the Administrative Building and related improvements.

g. Waste and Nuisance. PG&E shall not use the Premises, or allow the Premises to be used, in any manner that will constitute a waste, nuisance, or unreasonable annoyance to the neighborhood adjacent to the Property.

h. Maintenance.

(1) PG&E, at its sole cost and expense, shall at all times during the Term keep and maintain the Facility Premises and Parking Premises, and all personal property, buildings, structures and improvements thereon in good order and condition, and free from rubbish, all reasonably satisfactory to Clovis.

(2) Clovis, at its sole cost and expense, shall at all times during the Term keep, maintain and repair the Administrative Building, common areas, restrooms, kitchen, Classroom and all personal property and improvements therein clean, in good order and condition, free from rubbish

i. Utilities. PG&E shall make all arrangements for and be solely responsible for paying for all applicable utilities and services furnished to or used by PG&E or its agents and invitees in connection with the Facility Premises and Parking Premises, including, but not limited to, gas, electricity, water, sewer, telephone, cable, trash collection and for all applicable connection charges. Utilities consumed with use of the Classroom and kitchen shall be covered under monthly Rent.

j. Removal of Buildings and Structures. Upon termination of this Agreement, unless otherwise agreed by PG&E and Clovis, PG&E shall remove PG&E-owned personal property, buildings, structures and other improvements located on the Facility Premises and Parking Premises, excluding the box enclosures for the underground props and conduits, and restore the Facility Premises and Parking Premises to substantially the same condition as existed at the time PG&E took possession of the Facility Premises and Parking Premises, ordinary wear and tear excepted. Upon PG&E's failure to remove PG&E-owned property or improvements from the Facility Premises and Parking Premises in accordance with the terms of this Agreement after thirty (30) days' prior written notice from Clovis, such property or improvements, at the option of Clovis, shall become the sole property of Clovis; or, if Clovis so elects, Clovis may remove such property or improvements from the Facility Premises and Parking Premises, and restore the Facility Premises and Parking Premises to substantially the same condition in which they existed at the time PG&E took possession of the Facility Premises and Parking Premises, reasonable wear and tear excepted, and PG&E shall reimburse Clovis for any such reasonable costs incurred by Clovis with thirty (30) days after Clovis' written demand to PG&E, accompanied by supportive evidence of such expenditures.

5. Taxes, Assessments and Fees.

a. Possessory Interest Tax and Assessments. PG&E shall be solely responsible for any property taxes arising out of PG&E's use or occupancy of the Property. PG&E shall pay before delinquency any and all possessory interest taxes and assessments levied against it or resulting from PG&E's use or occupancy of the Property. Clovis makes no representation as to whether or not taxes are due. Within ten (10) business days after written demand by Clovis, PG&E shall furnish Clovis with satisfactory evidence of these payments.

b. Personal Property Tax. PG&E shall pay before delinquency all taxes, assessments, license fees, and other charges ("Taxes") that are levied and assessed against PG&E's personal property installed or located in or on the Property, if any, and that become payable during the term of this Agreement. Within ten (10) business days after written demand by Clovis by Clovis, PG&E shall furnish Clovis with satisfactory evidence of these payments.

c. Business License Fees. If PG&E owns a business operating in the City of Clovis, PG&E acknowledges its obligation under the Clovis Municipal Code to pay before delinquency any and all business license fees that are levied and assessed against PG&E, pursuant to the Clovis Municipal Code.

6. Indemnification. PG&E hereby shall indemnify, defend, and hold harmless Clovis and Clovis' officials, officers, and employees, agents, and volunteers from and against all liability, claims, suits, damages, losses, costs and expenses, including reasonable attorney's fees, incurred in connection with or arising out of: (1) the use, occupation or control of the Facility Premises and Parking Premises by PG&E, its agents, employees, lessees, or sub-lessees; (2) the use of the Classroom by PG&E, its agents, employees, lessees, or sub-lessees (3) any breach of PG&E's performance obligations under this Agreement; or (4) any acts of negligence or willful misconduct of PG&E or any person or entity claiming through or under PG&E, or PG&E's agents, employees, and contractors.

Notwithstanding any of the foregoing to the contrary, PG&E's obligations in this Section 6 only arise in connection with PG&E's capacity as a tenant under this Agreement and not in its capacity as a utility provider, and shall not arise to the extent such liability, claim, suit, damage, loss, cost or expense is caused by the negligence or willful misconduct of Clovis or Clovis' officials, officers, employees, agents, or volunteers.

7. Insurance Requirements.

a. PG&E Insurance. Subject to PG&E's right to self-insure set forth in this subsection below, PG&E shall, at its sole cost and expense, shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons and for damage to property that may arise from or in connection with the use, occupation or control of the Property by PG&E or its agents, employees, invitees, lessees, or volunteers. The cost of such insurance shall be borne by PG&E.

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as:

(a) Insurance Services Office Commercial General Liability coverage ("Occurrence" from CG0001).

(b) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(c) Property Insurance against all risk of loss to any PG&E property, improvements and betterments.

(2) Minimum Limits of Insurance. PG&E shall maintain limits no less than:

(a) General Liability: \$3,000,000.00 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 or the general aggregate limit shall be twice the required occurrence limit.

(b) Workers' Compensation coverage as required by State of California statutory limits.

(c) Employer's Liability: \$3,000,000.00 per accident for bodily injury or disease.

(d) Property Insurance: Full replacement cost with no coinsurance penalty provision.

(3) Deductibles. PG&E represents that it has the financial ability to satisfy the deductible requirements under any policy required by this Agreement.

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

(a) Clovis, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of Premises owned, occupied or used by

PG&E. The coverage shall contain no special limitations on the scope of protection afforded to Clovis, its officers, officials, employees, agents or volunteers.

(b) PG&E's insurance coverage shall be primary insurance as it respects to Clovis, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by Clovis, its officers, officials, employees, agents or volunteers shall be in excess of PG&E's insurance and shall not contribute with it.

(c) Any failure to comply with reporting or other provisions of the policies including breaches of warranties, shall not affect coverage provided to Clovis, its officers, officials, employees, agents or volunteers.

(d) Coverage shall state that PG&E's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability

(e) Each insurance policy required by this subsection shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Clovis.

(5) Acceptability of Insurers. The insurance described in this subsection is to be placed with an insurer or insurers licensed to do business in California, admitted by the California Insurance Commissioner, and which have a current A.M. Best's rating of not less than A:VII.

(6) Verification of Coverage. Subject to the right of PG&E and Clovis to self-insure, PG&E and Clovis shall furnish the other party with original endorsements or certificates of insurance evidencing the coverage required by this section. The endorsements/ certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf.

(7) Self-Insurance. Notwithstanding anything contained in this subsection, PG&E, or a permitted transferee of PG&E, shall be entitled to self-insure for the insurance coverage required to be carried by PG&E herein. Such self-insurance shall meet the requirements of this subsection and shall be demonstrated by a letter to Clovis from PG&E's or such permitted transferee's Insurance Department confirming PG&E's ability to satisfy such insurance obligation.

b. Clovis' Insurance. Subject to Clovis' right to self-insure through a recognized risk management agency pool, Clovis shall, at its sole cost and expense, procure and maintain, for the duration of this Agreement,

(1) a policy of commercial general liability insurance, insuring against bodily injury, property damage and personal injury occurring in, on or about the Property, in the minimum amount of Three Million Dollars (\$3,000,000.00) combined single limit, on an occurrence basis and submission to PG&E of a letter from Clovis' insurance or risk management department confirming Clovis' ability to satisfy, and its obligation set forth in the Lease, and

(2) a Special Causes of Loss ("all risk") policy at least as broad as the coverage afforded by ISO Form CP 1030, insuring all improvements on the Property (including the Building) except PG&E's personal property and PG&E-owned property. Such insurance shall be in the amount of the full replacement cost (excluding foundations). Said policy shall include coverage for additional costs resulting from debris removal and reasonable amounts for the enforcement of any applicable laws.

c. Waiver of Subrogation Each of PG&E and Clovis hereby grants to the other party a waiver of any right to subrogation which such party or any insurer or self-insurance provider have may acquire against the other party by virtue of the payment of any loss under such insurance, or the occurrence of any loss due to injury to any person or damage to any property that is caused by or results from a risk that is actually insured against, that is required to be insured against under this Agreement, or that would normally be covered by "all risk" property insurance, without regard to the negligence or willful misconduct of the person or entity so released. All of Clovis' and PG&E's repair and indemnity obligations under this Agreement shall be subject to the waiver and release contained in this section. Each party 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 party has received a waiver of subrogation endorsement from the insurer.

8. Environmental Warranties. PG&E warrants and represents that it will not use, generate, manufacture, produce, store, or dispose of, on, under, or about Premises, or transport to or from the Premises, any Hazardous Materials, polychlorinated biphenyls (PCBs), or petroleum (including crude oil or any fraction or derivative thereof), except those uses incidental to the installation, operation and maintenance of any approved improvements on the Property and those contained in the vehicles permitted to park in the Parking Premises and in accordance with all applicable laws and regulations. PG&E shall, at its expense, comply with all applicable laws, regulations, rules and orders governing its use of the Facility Premises and Parking Premises, regardless of when they become or became effective, including without limitation those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and furnish reasonably satisfactory evidence of such compliance upon request of Clovis.

PG&E shall not permit to be piled or stored upon the Property any Hazardous Materials, gun powder, dynamite, gasoline, or explosive substance or material, except where used in the ordinary course of PG&E's business and in compliance with all applicable laws. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Property due to PG&E or its employees or agents, PG&E, at its expense, shall be obligated to clean the Property to the reasonable satisfaction of Clovis and any governmental body having jurisdiction thereover.

PG&E agrees to indemnify, defend and hold harmless Clovis against all liability, cost and expense (including without limitation any fines, penalties, judgments, litigation costs and attorneys' fees) incurred by Clovis as a result of PG&E's breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution by PG&E or its employees or agents, regardless of whether such liability, cost or expense arises during or after the Agreement term.

PG&E shall pay all amounts due Clovis under this section, as additional rent, within thirty (30) days after written notification from Clovis that any such amounts become due and owing to Clovis, together with delivery to PG&E of reasonable supporting evidence of such amounts due.

If not timely paid, the amounts due shall bear interest at the rate of ten percent (10%) per annum from the date due.

The term "Hazardous Materials" when used in this Agreement shall mean any hazardous waste, hazardous substance, hazardous materials or toxic substances as defined, as of the Agreement Date, in any federal, state, or local statute, ordinance, rule, or regulation applicable to the Premises, and any substance defined as "hazardous waste" in Health and Safety Code section 25117 or as a "hazardous substance" in Health and Safety Code section 25316, and in the regulations adopted and publications promulgated under these laws. "Hazardous Materials" shall also include asbestos or asbestos-containing materials, radon gas, and petroleum or petroleum fractions, whether or not defined as a hazardous waste or hazardous substance in any such statute, ordinance, rule, or regulation as of the Agreement Date.

9. Liens and Claims. PG&E shall promptly and fully pay for all materials for any improvements installed or constructed on the Property by or on behalf of PG&E and shall promptly and fully pay all persons who perform labor on said improvements. If any mechanics' or materialmen's liens or any other liens or claims for any work done or materials furnished at PG&E's request are filed against the Property, PG&E shall remove the liens and claims at PG&E's own expense. If PG&E fails to remove the liens or claims and any judgment is entered thereon or thereunder, PG&E shall pay that judgment. Should PG&E fail, neglect, or refuse to remove any lien or claim or to pay any judgment in a timely manner, Clovis shall have the right to pay any amount required to release any such liens or claims, or to defend any action brought on the liens or claims and to pay any judgment entered on the liens or claims. Under those circumstances, PG&E shall be liable to Clovis for all costs, damages, reasonable attorneys' fees, and any amounts expended by Clovis in defending any proceedings or in the payment of any of said liens or claims or any judgment obtained therefore. Clovis may post and maintain upon the Property a notice of non-responsibility.

10. Leasehold Encumbrances. PG&E shall not encumber by deed of trust, mortgage or other security instrument, all or a part of PG&E's interest under this Agreement without the advance and express written consent of Clovis, and upon such terms and conditions as Clovis may require. Any encumbrance existing as of the Agreement Date shall be subject to all covenants, conditions, or restrictions set forth in this Agreement and to all rights and interests of Clovis.

11. Sale or Hypothecation of PG&E's Improvements. PG&E shall not sell or hypothecate any of its fixed improvements upon the Property without first obtaining Clovis' written consent therefor.

12. Successors: Assignment and Subletting; Transfer. This Agreement shall inure to the benefit of and be binding upon the heirs, administrators, executors, successors, and assigns of the Parties hereto, and except to a Permitted Transferee, shall not be assigned or subleased by PG&E without the prior written consent of Clovis, which consent shall be granted or withheld in Clovis' sole discretion. PG&E shall have the right, without notice to or the consent of Clovis, to assign this Agreement or sublet all or any portion of the Premises to any person, corporation or other entity that: (a) is a parent, subsidiary or commonly-controlled affiliate of PG&E; (b) merges or enters into any similar business combination with PG&E; (c) acquires control of PG&E; (d) acquires all

or substantially all of the assets of PG&E at the Premises; or (e) results from any corporate reorganization, including a so-called spin-off, of PG&E ("Permitted Transferee"). The term "controlled" or "control" as used in this Section 12 means ownership of more than fifty percent (50%) of the outstanding voting stock of a corporation, or other majority equity and control interest if the entity is not a corporation.

13. Property Leased "AS IS". The Facility Premises and Parking Premises, including all access points, are leased to PG&E, and PG&E accepts the Facility Premises and Parking Premises, in their existing "AS IS" condition on the Agreement Date. Clovis shall not be required to make or construct any alteration including structural changes, additions or improvements to the Facility Premises and Parking Premises, and shall have no maintenance or repair obligations with respect to the Facility Premises and Parking Premises. PG&E expressly waives the provisions of sections 1941 and 1942 of the California Civil Code and all rights to make repairs at the expense of Clovis as provided in section 1942 of the Civil Code. PG&E acknowledges that neither Clovis, nor any officer, employee or agent of Clovis has made any representation or warranty with respect to the condition of the Facility Premises and Parking Premises, the suitability of the Facility Premises and Parking Premises for the intended use by PG&E, or compliance of the Facility Premises and Parking Premises with the Americans With Disabilities Act of 1990 (or any accessibility guidelines or other regulations promulgated thereunder). Any agreements, warranties or representations not expressly contained in this Agreement shall in no way bind Clovis or PG&E, and Clovis and PG&E expressly waive all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Agreement.

14. Bankruptcy. Clovis shall have the right to terminate this Agreement by written notice and to take exclusive possession of the Property pursuant to applicable laws in the event: (a) PG&E is adjudged a bankrupt; (b) PG&E becomes insolvent; (c) any action or proceeding for debtor relief of PG&E is commenced by PG&E and not terminated within ninety (90) days after commencement; or (d) PG&E seeks general debtor relief by extrajudicial means. Receipt of rent or other payments from any person for use of the Property shall not constitute a waiver of Clovis' right to terminate as above set forth.

15. Reservations. Clovis reserves for itself and those to whom it grants such right, the right to construct, maintain and operate any existing and new or additional pipes, communication (including, but not limited to, fiber optic) and power transmission facilities upon, over, and beneath the Property, so long as the exercise of such right does not unreasonably interfere with PG&E's rights under this Agreement solely as determined by PG&E. In order to exercise any reserved rights described in this Section 15, Clovis must obtain prior written consent from PG&E, and in exercising any such right Clovis assumes all risk of damage to any PG&E improvements, and promptly after written notice from PG&E will pay PG&E the cost to repair or replace, as determined by PG&E, any items damaged by Clovis' exercise of the above-referenced rights.

Clovis reserves the title and exclusive right to all of the minerals and mineral ores of every kind and character now known to exist or hereafter discovered upon, within or underlying the Property, or that may be produced therefrom, including, without limiting the generality of the foregoing, all petroleum, oil, natural gas and other hydrocarbon substances and products derived therefrom, together with the exclusive and, perpetual right thereto, without, however, the right to

use or penetrate the surface of, or to enter upon the Facility Premises within five hundred feet (500') of the surface thereof to extricate or remove the same.

16. Subterranean Facilities. The absence of markers, monuments or maps indicating the presence of subterranean facilities, whether belonging to Clovis or otherwise, does not constitute a warranty or representation that none exist. PG&E accepts this Agreement with full cognizance of the potential presence of such, acknowledging that the costs of PG&E's use may increase by reason thereof, and acknowledges that the owner or owners thereof may have acquired the right to continue to maintain such facilities by the passage of time.

17. Damage or Destruction of Property.

a. Clovis' Obligation to Rebuild. Subject to subsections b and c. below, if the Classroom or Administrative Buildings are damaged by fire or any cause whatsoever, Clovis shall diligently, at its expense, repair, restore and rebuild the Classroom and other areas of the Administrative Building that affect PG&E's use of and access to the Classroom, common areas, restrooms and kitchen, so far as practicable and lawful, and subject to available insurance proceeds, to a complete unit of like quality, character and condition as that which existed immediately prior to such damage and shall be constructed by a general contractor duly licensed in California.

b. PG&E's Termination Right. If the Property is damaged or destroyed to an extent that makes the Premises unusable for PG&E's purposes as set forth in this Agreement, and the damage is not capable of being repaired within a period of one hundred eighty (180) days after the date of such damage, as reasonably determined by PG&E, then PG&E may elect to terminate this Lease by giving written notice of such termination to Clovis.

c. Damage Near End of Term. If the Property is damaged or destroyed to an extent that makes the Premises unusable for PG&E's purposes as set forth in this Agreement during the last twelve (12) months of the Term, PG&E may elect to terminate this Agreement, upon the giving of at least thirty (30) days' notice to Clovis.

d. Abatement of Rent. If the Property is damaged or destroyed to an extent that makes the Premises unusable for PG&E's purposes as set forth in this Agreement, PG&E may elect to discontinue occupancy of the Premises until completion of the repair, restoration and rebuilding. If PG&E elects to discontinue occupancy of the Premises (or portions thereof), then the Rent and all other charges shall completely abate during the period commencing on the date of damage until completion of the repair, restoration and rebuilding of the Premises. If, despite such damage, PG&E elects to continue to occupy all or a portion of the Premises, then from the date of such damage until completion of repair, restoration and rebuilding, there shall be an equitable adjustment in Rent and all other charges, taking into account the interference with PG&E's normal conduct of business at the Premises.

e. Temporary Trailer. PG&E shall have the right to place and use a trailer on the Facility Premises for the duration of the reconstruction period for the Classroom and other areas of the Administrative Building required for use of or access to the Classroom, common areas, restroom and kitchen.

18. Eminent Domain. In the event of the taking or condemnation of all or any part of the Property, PG&E may receive compensation only for any taking of or damage to PG&E owned improvements, relocation expenses and goodwill. Any compensation awarded and interest thereon, including the compensation for the land value and interest thereon, shall belong to Clovis.

19. Default.

a. PG&E's Default. The occurrence of any of the following shall constitute a default by PG&E:

(1) Failure to pay rent, insurance premiums, or taxes, or any other sums due hereunder as a result of PG&E's use of the Property within five (5) business days after written notice from Clovis of such delinquency;

(2) Abandonment of the Property, in whole or in part, as defined in California Civil Code Section 1951.3;

(3) Failure to perform any other provision of this Agreement if the failure to perform is not cured within thirty (30) days after written notice has been served upon PG&E.

b. Notice of Default. Notices given under this section shall specify the alleged default and the applicable Agreement provisions and shall demand that PG&E cure the default within the applicable cure period set forth above, or quit the Property.

c. Termination Resulting from Default. Clovis may terminate this Agreement immediately upon written notice to PG&E if PG&E defaults on any obligation under this Agreement and fails to cure such default within the applicable cure period above. In the event of a default by PG&E under this Agreement, Clovis may terminate this Agreement and regain possession of the Property in the manner provided by the laws of unlawful detainer of the State of California in effect at the date of such default. At Clovis' option, if PG&E has breached this Agreement and/or abandoned the Property (as defined in California Civil Code Section 1951.3), in whole or in part, this Agreement shall continue in effect for so long as Clovis does not terminate PG&E's right to possession, and Clovis may enforce all rights and remedies under this Agreement, including the right to recover the rent as it becomes due. Further, Clovis shall be entitled to recover from PG&E damages and to exercise such other rights and remedies as provided to Clovis under the laws of the State of California.

d. Right to Cure at PG&E's Expense. If PG&E commits a default described in this Section 19, Clovis, at any time after five (5) business days following delivery by Clovis of a second default notice to PG&E after expiration of the applicable cure period set forth in subsection a without cure ("Second Cure Period"), may cure the default at PG&E's cost. If following the expiration of the Second Cure Period, Clovis pays any sum or does any act that requires the payment of any sum, the reasonable sum paid by Clovis shall be due from PG&E to Clovis within thirty (30) days after Clovis' written demand for payment to PG&E accompanied by reasonable evidence of Clovis' expenditure, and if paid at a later date, shall bear interest at the rate of ten percent (10%) per annum ("Interest Rate") from the date the written demand for

payment is sent by Clovis until Clovis is reimbursed by PG&E. The sum, together with interest on it, shall be additional rent.

e. Clovis' Default. The occurrence of the following shall constitute an event of default by Clovis (a "Clovis Default") pursuant to this Agreement: the failure by Clovis to perform any obligation pursuant to this Agreement within thirty (30) days after Clovis' receipt of written notice from PG&E specifying such failure or, if the nature of the obligation is such that it reasonably would require more than thirty (30) days to cure such failure, within a time reasonably necessary to cure such failure after Clovis' receipt of such written notice (provided Clovis has undertaken to commence cure of the default within such thirty (30) day period and diligently pursues such efforts to cure to completion).

Upon the occurrence of a Clovis Default, PG&E may, in addition to exercising any other remedies available at law or in equity, at its option and upon written notice, terminate this Agreement.

20. Waiver. No delay or omission in the exercise of any right or remedy of either party on any default by the other party shall impair such right or remedy or be construed as a waiver. The receipt and acceptance by Clovis of a delinquent rent payment shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved. If such delinquent rent payment is accepted after notice of default and termination has been served, the acceptance shall not constitute a waiver. Either party's consent to or approval of any act by the other requiring such party's consent or approval shall not be deemed to waive or render unnecessary such consent to or approval of any subsequent act by the other party. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

21. Entry and Inspection of Property. Clovis and its authorized representatives shall have the right to enter and inspect the Facility Premises and Parking Premises with at least twenty-four (24) hours advance written notice to determine whether the Premises are in good condition and whether PG&E is complying with its obligations under this Agreement, except unless it is an emergency, Clovis and its authorized representatives must be accompanied by a PG&E representative when inspecting the Facility Premises. PG&E will use reasonable efforts to provide a representative to accompany Clovis and its authorized representatives during any such inspection.

22. Relationship of Parties. Clovis is not, nor shall it become or be deemed to be, a partner or a joint venturer with PG&E by reason of the provisions of this Agreement nor shall this Agreement be construed to authorize either party to act as the agent for the other.

23. Notice. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served on, or given to either party to this Agreement by the other party to this Agreement, shall be in writing and shall be deemed properly delivered, given or served when personally delivered to such party, or in lieu of personal service such notice or other communication shall be deemed properly delivered, given or served on the earliest of (1) the date actually received after deposit in the United States mail, postage prepaid, certified or registered, addressed to the respective party at the address shown below, or after

deposit with a nationally recognized over-night delivery service, which guarantees next business day delivery, addressed to the respective party as shown below. Either party may change its address for purposes of notice by giving written notice of such change of address to the other party in accordance with the provisions of this paragraph, which change of address shall be effective five (5) business days after giving notice thereof. As of the date of this Agreement, the addresses of the parties are set forth below their signatures.

24. Effect of Termination of Agreement. Termination or expiration of this Agreement shall not release any Party hereto from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to such termination or expiration, or thereafter in case by the terms of this Agreement it is provided that anything shall or may be done after termination or expiration hereof.

25. Entire Agreement and Amendments. This Agreement contains all the agreements of the Parties concerning the subject matter of it and cannot be amended or modified except by a subsequent written agreement executed by both Parties. This Agreement shall not be modified or amended in any way except in writing signed by the Parties hereto.

26. Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

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

28. Attorney's Fees. If either Party commences an action against the other party arising out of or in connection with this Agreement, whether for declaratory or other relief, then the prevailing Party in such action shall be entitled to recover from the other party reasonable attorneys' fees and all costs, expenses and disbursements that the prevailing party incurred in connection with such proceeding and any appeal thereof. For purposes of this Agreement, the fees of PG&E's in-house attorneys shall be based on fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter of the law, in law firms in the City of San Francisco. For purposes of this Agreement, the fees of Clovis attorneys shall be based on fees regularly charged by private attorneys contracted by the City in the relevant subject matter of the law, in law firms of Clovis' choosing in the State of California, which may or not be at the rate set under City's existing or future contract for City Attorney services. A Party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other Party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such Party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. The costs to which the prevailing party is entitled shall include all costs that are allowable under any applicable statute, including Code of Civil Procedure sections 1032 and 1033.5, as well as non-statutory costs, including costs of investigation, copying costs, electronic discovery costs, electronic research costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees and costs, travel expenses, court reporter fees, transcripts of court proceedings not ordered by the court, mediator fees and attorneys' fees incurred in discovery, contempt proceedings, and bankruptcy, insolvency, liquidation and reorganization proceedings. The non-prevailing Party

shall also pay the attorneys' fees, costs, expenses and disbursements incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. Any such fees, costs, expenses and disbursements incurred prior to judgment, award, or decree may be included in any judgment, award or decree entered in such proceeding in favor of the prevailing Party. Any such fees, costs, expenses and disbursements incurred by the prevailing party in enforcing a judgment, award or decree in its favor shall be recoverable separately from and in addition to any other amount included in such judgment, award or decree. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

29. Voluntary Agreement; Authority to Execute. PG&E and Clovis each represent that they have read this Agreement in full and understand and voluntarily agree to all provisions herein. The Parties further declare that prior to signing this Agreement they each had the opportunity to apprise themselves of relevant information, through sources of their own selection, including consultation with counsel of their choosing if desired, in deciding whether to execute this Agreement. The signatories to this Agreement represent that they have the proper authority to execute this Agreement on behalf of the respective Party.

30. Counterpart Copies. The Agreement may be signed in counterpart or duplicate originals, and any signed counterpart or duplicate original shall be equivalent to a signed original for all purposes.

31. Recording of Agreement. Upon request of either Party, the other Party shall join in the execution of a memorandum or short form of this Agreement for recording purposes. The memorandum or short form of Agreement shall incorporate this Agreement by reference and shall describe the Parties hereto, the Premises, and the term hereof.

32. Interpretation. This Agreement shall be governed by California law. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against either party. The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon the interpretation of this Agreement. Wherever the context so requires, the singular number shall include the plural, the plural shall refer to the singular, the neuter gender shall include the masculine and feminine genders, and the words "Clovis," "PG&E," and "person" shall include individuals, corporations, partnerships, limited liability companies, associations, other business entities, municipalities and government agencies. Unless the context clearly requires otherwise: (a) "shall," "will," or "agrees" are mandatory, and "may" is permissive; (b) "or" is not exclusive; (c) "include," "includes," and "including" are not intended to be restrictive, and lists following such words shall not be interpreted to be exhaustive or limited to items of the same type as those enumerated. The phrase "business day" shall mean Monday through Friday, excluding days on which banks are legally closed for business in the State of California. If either party consists of more than one person, each such person shall be jointly and severally liable hereunder. Time is of the essence with respect to the performance of every provision of this Agreement. If any provision of this Agreement shall be held to be invalid by a court, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, the remaining provisions shall remain in effect and shall in no way be impaired thereby. Exhibits referred to in this Agreement are attached hereto and incorporated by reference.

33. Negotiation and Mediation. Except as provided in this Section, Clovis and PG&E agree to first negotiate and then mediate with respect to any claim or dispute arising out of or relating to this Agreement or PG&E's use or occupancy of the Property and Premises before resorting to court action, except for those matters excluded below. Either Party may initiate settlement negotiations by providing written notice to the other party, setting forth the subject of the claim or dispute. Clovis and PG&E agree to cooperate in scheduling negotiations and to participate in the settlement negotiations in good faith. If Clovis and PG&E fail to settle such claim or dispute within thirty (30) days after the date of mailing of the notice initiating settlement negotiations or within such additional time period as the parties may agree in writing, the Parties agree to submit the matter to JAMS for mediation.

Either Party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the claim or dispute and the relief requested. Except as provided herein or by written agreement of the parties, the mediation shall be conducted in Fresno, or other agreed upon location, pursuant to the JAMS rules. The Parties will cooperate in selecting a mediator from the JAMS panel of neutrals, and in scheduling the mediation proceedings. The parties agree to participate in the mediation in good faith, and to share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their employees, agents, experts and attorneys, and by the mediator and any other JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the Parties, but evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If JAMS should no longer exist at the time the claim or dispute arises, the matter shall be submitted to its successor entity, or if there is no such successor entity, to the American Arbitration Association or other similar organization mutually agreed upon by the parties, and except as provided herein or by mutual agreement of the parties, the mediation rules of such successor or alternate organization shall apply.

Except as may be expressly set forth in any written settlement agreement, should the matter be settled by negotiation or mediation prior to commencing court action, each party shall pay its own attorneys' fees and costs. Neither Party may commence an action until expiration of the negotiation period and completion of the initial mediation session in accordance with this paragraph. If either party commences an action with respect to a claim or dispute covered by this paragraph without first attempting to resolve the matter through negotiation and mediation, or refuses to negotiate or mediate after a request has been made, then that party shall not be entitled to recover attorneys' fees and costs, even if such fees and costs would otherwise be available to that party in such action.

Notwithstanding the foregoing, this Section shall not apply to any action by Clovis against PG&E for non-payment of Rent or to recover possession of the Premises, or any action seeking relief that can only be obtained in a court proceeding. Either party may seek equitable relief to preserve the status quo prior to participating in the negotiation and mediation proceedings required pursuant to this paragraph. In addition, matters that are within the jurisdiction of a probate, small claims, or bankruptcy court are excluded from mandatory negotiation and mediation hereunder.

34. Clovis' Representations and Warranties. Clovis represents and warrants to PG&E that: (a) Clovis possesses good and marketable fee title to the Premises, free and clear of all liens, easements, restrictions or encumbrances thereon that would interfere with PG&E's use of the Premises as provided for in this Agreement; (b) Clovis has full right and lawful authority to execute this Agreement upon the terms and conditions contained herein, the persons signing below on behalf of Clovis are authorized to execute and deliver this Agreement on behalf of Clovis, and this Agreement constitutes a legal and binding obligation of Clovis; (c) upon delivery of the Premises to PG&E, no other party will have any rights to occupy or use the Premises; (d) the provisions of this Agreement do not or will not conflict with or violate the provisions of any existing or future agreements between Clovis and third parties; (e) there are no pending or, to the best of its knowledge, threatened claims or losses against the Premises or Clovis that would adversely affect Clovis' ability to perform its obligations under this Agreement or PG&E's use of the Premises.

35. PG&E Representations and Warranties. PG&E represents and warrants to Clovis that: (a) PG&E has full right and lawful authority to execute this Agreement upon the terms and conditions contained herein and the persons signing below on behalf of PG&E are authorized to execute and deliver this Agreement on behalf of PG&E, and this Agreement constitutes a legal and binding obligation of PG&E; (b) to PG&E's actual knowledge the provisions of this Agreement do not or will not conflict with or violate the provisions of any existing or future agreements between PG&E and third parties; (c) to PG&E there are no pending or threatened claims or losses against PG&E that would adversely affect PG&E's ability to perform its obligations under this Agreement.

As used in this Section 35, "actual knowledge" means the actual, not constructive knowledge of Mark Redford or Jeff Wilding.

[The remainder of this page is blank. Signatures follow on next page.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Agreement Date.

**PACIFIC GAS AND ELECTRIC, a
California corporation:**

By: 
Name: Ronald Craig Garcia
Its: Director, CRESS Strategy

Send notices to:

If by certified mail, postage pre-paid, return
receipt requested:

Corporate Real Estate Transactions Department
Pacific Gas and Electric Company
P.O. Box 770000, Mail Code N15G
San Francisco, CA 94177

With a concurrent copy to:

Law Department
Pacific Gas and Electric Company
P.O. Box 7442
San Francisco, CA 94120
Attn: Senior Director and Lead Counsel
Corporate and Commercial Group (Real
Estate)

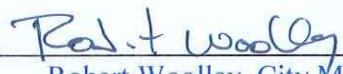
If by personal delivery or courier service:

Corporate Real Estate Transactions Department
Pacific Gas and Electric Company
245 Market Street, Room 1550
San Francisco, CA 94105

With a concurrent copy to:

Law Department
Pacific Gas and Electric Company
77 Beale Street, Mail Code B30A
San Francisco, CA 94105
Attn: Senior Director and Lead Counsel
Corporate and Commercial Group (Real
Estate)

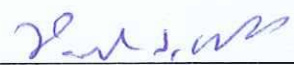
**CITY OF CLOVIS, a California municipal
corporation and general law city:**

By: 
Robert Woolley, City Manager

ATTEST:

By: 
John Holt, City Clerk

APPROVED AS TO FORM

By: 
David J. Wolfe, City Attorney

Send notices to:

City of Clovis
Attn: City Clerk
1033 Fifth Street
Clovis, California 93612
Email: John@ci.clovis.ca.us
Phone: 559-324-2060

With a concurrent copy to:

Lozano Smith
City Attorney, City of Clovis
7404 N. Spalding Avenue
Fresno, CA 93720

EXHIBIT A

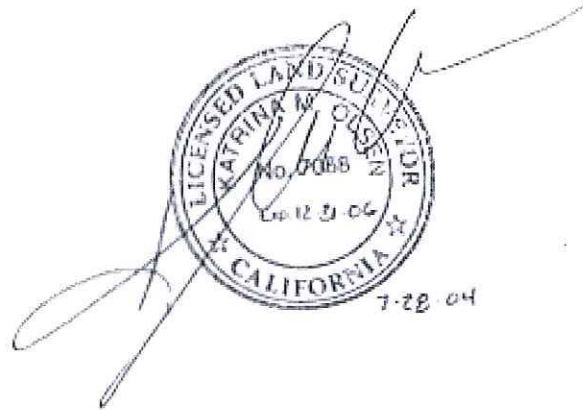
Legal Description of the Property and Depiction of the Property Administration Building

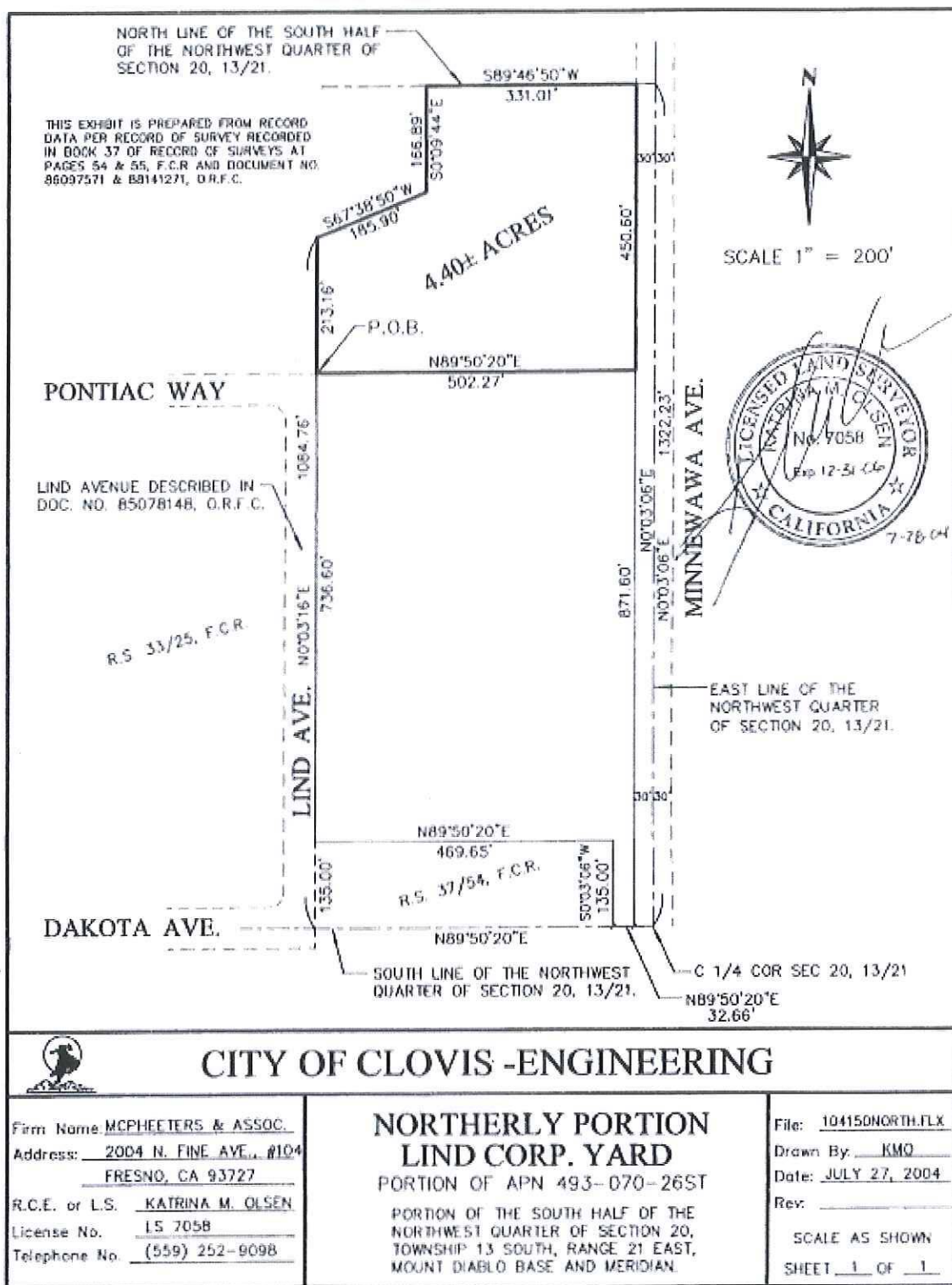
**3455 Lind Avenue, City of Clovis, County of Fresno
APN# 493-070-59ST**

That portion of the South Half of the Northwest Quarter of Section 20, Township 13 South, Range 21 East, Mount Diablo Base and Meridian, in the City of Clovis, County of Fresno, State of California, described as follows:

COMMENCING at the intersection of the South Line of the Northwest Quarter of said Section 20 with the easterly right-of-way line of Lind Avenue as described in Document No. 85078148, recorded August 8, 1985 in Official Records of Fresno County; thence North $00^{\circ}03'16''$ East along said right-of-way line and extension thereof, 871.60 feet to the TRUE POINT OF BEGINNING of this description; thence North $89^{\circ}50'20''$ East and parallel with the said South Line of the Northwest Quarter of Section 20, 502.27 feet to the westerly line of Minnewawa Avenue, said line being 30 feet westerly of the East Line of the Northwest Quarter of said Section 20; thence North $00^{\circ}03'06''$ East along said westerly line of Minnewawa Avenue and parallel with the East Line of the Northwest Quarter of said Section 20, 450.60 feet to the North Line of the South Half of the Northwest Quarter of said Section 20; thence South $89^{\circ}46'50''$ West along said North Line, 331.01 feet; thence South $00^{\circ}09'44''$ East, 166.89 feet; thence South $67^{\circ}38'50''$ West, 185.90 feet; thence South $00^{\circ}03'16''$ West, 213.16 feet to the Point of Beginning.

Containing 4.40 acres more or less.





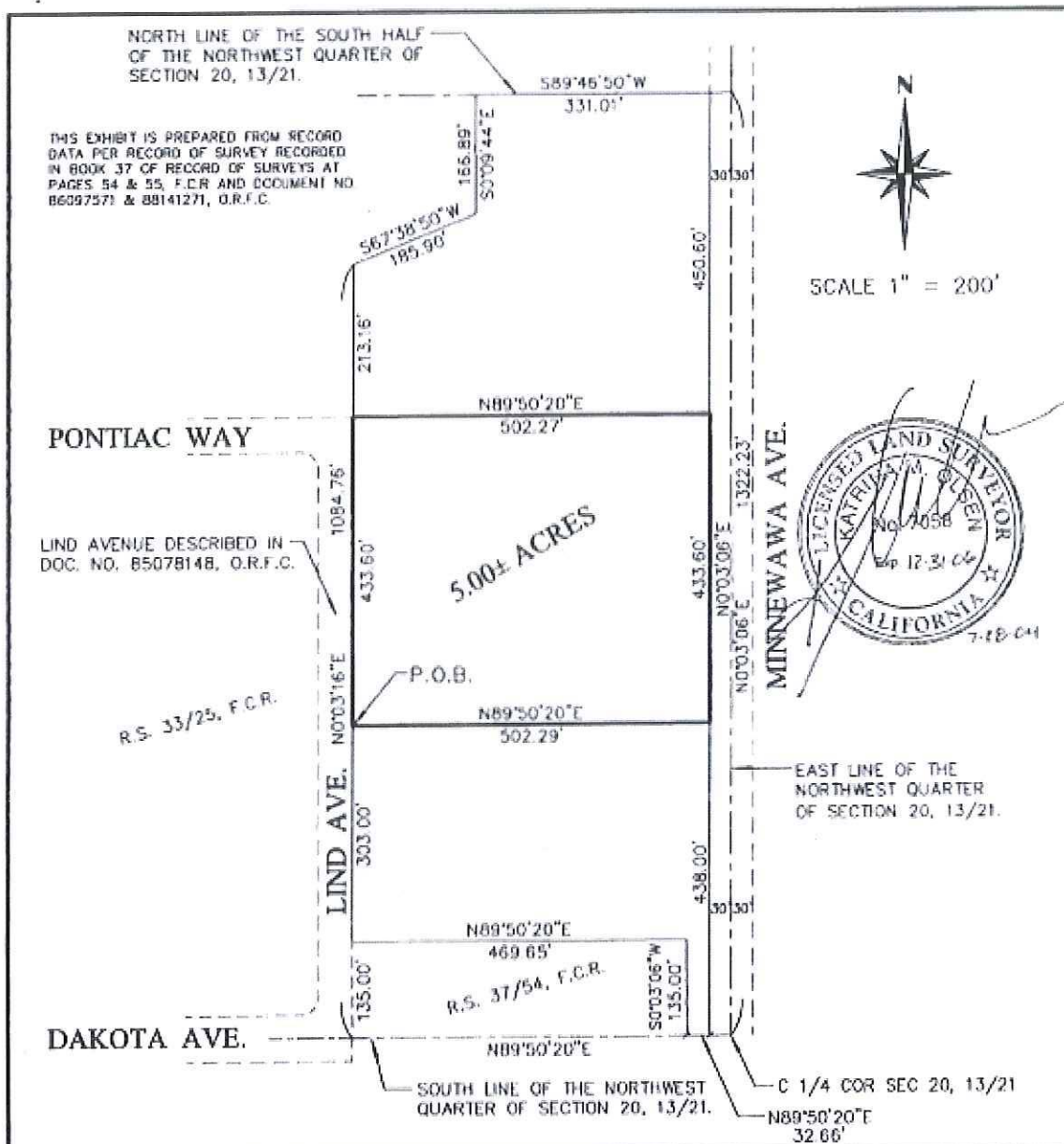
**3455 Lind Avenue, City of Clovis, County of Fresno
APN# 493-070-62ST**

That portion of the South Half of the Northwest Quarter of Section 20, Township 13 South, Range 21 East, Mount Diablo Base and Meridian, in the City of Clovis, County of Fresno, State of California, described as follows:

COMMENCING at the intersection of the South Line of the Northwest Quarter of said Section 20 with the easterly right-of-way line of Lind Avenue as described in Document No. 85078148, recorded August 8, 1985 in Official Records of Fresno County; thence North $00^{\circ}03'16''$ East along said right-of-way line, 438.00 feet to the TRUE POINT OF BEGINNING of this description; thence North $89^{\circ}50'20''$ East and parallel with the said South Line of the Northwest Quarter of Section 20, 502.29 feet to the westerly line of Minnewawa Avenue, said line being 30 feet westerly of the East Line of the Northwest Quarter of said Section 20; thence North $00^{\circ}03'06''$ East along said westerly line of Minnewawa Avenue and parallel with the East Line of the Northwest Quarter of said Section 20, 433.60 feet; thence South $89^{\circ}50'20''$ West and parallel with the South Line of said Northwest Quarter, 502.27 feet to the extension of the easterly right-of-way line of Lind Avenue; thence South $00^{\circ}03'16''$ West along said easterly right-of-way line and extension thereof, 433.60 feet to the Point of Beginning.

Containing 5.00 acres more or less.





 CITY OF CLOVIS -ENGINEERING		
Firm Name: <u>MCPHEETERS & ASSOC.</u> Address: <u>2004 N. FINE AVE., #104</u> <u>FRESNO, CA 93727</u> R.C.E. or L.S.: <u>KATRINA M. OLSEN</u> License No.: <u>LS 7058</u> Telephone No.: <u>(559) 252-9098</u>	CENTER PORTION LIND CORP. YARD PORTION OF APN 493-070-26ST PORTION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 13 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN.	File: <u>104150CENTER.FLX</u> Drawn By: <u>KMO</u> Date: <u>JULY 27, 2004</u> Rev: _____ SCALE AS SHOWN SHEET <u>1</u> OF <u>1</u>

3455 Lind Avenue, City of Clovis, County of Fresno
APN## 493-070-59ST and 493-070-62ST

Clovis Training Overview

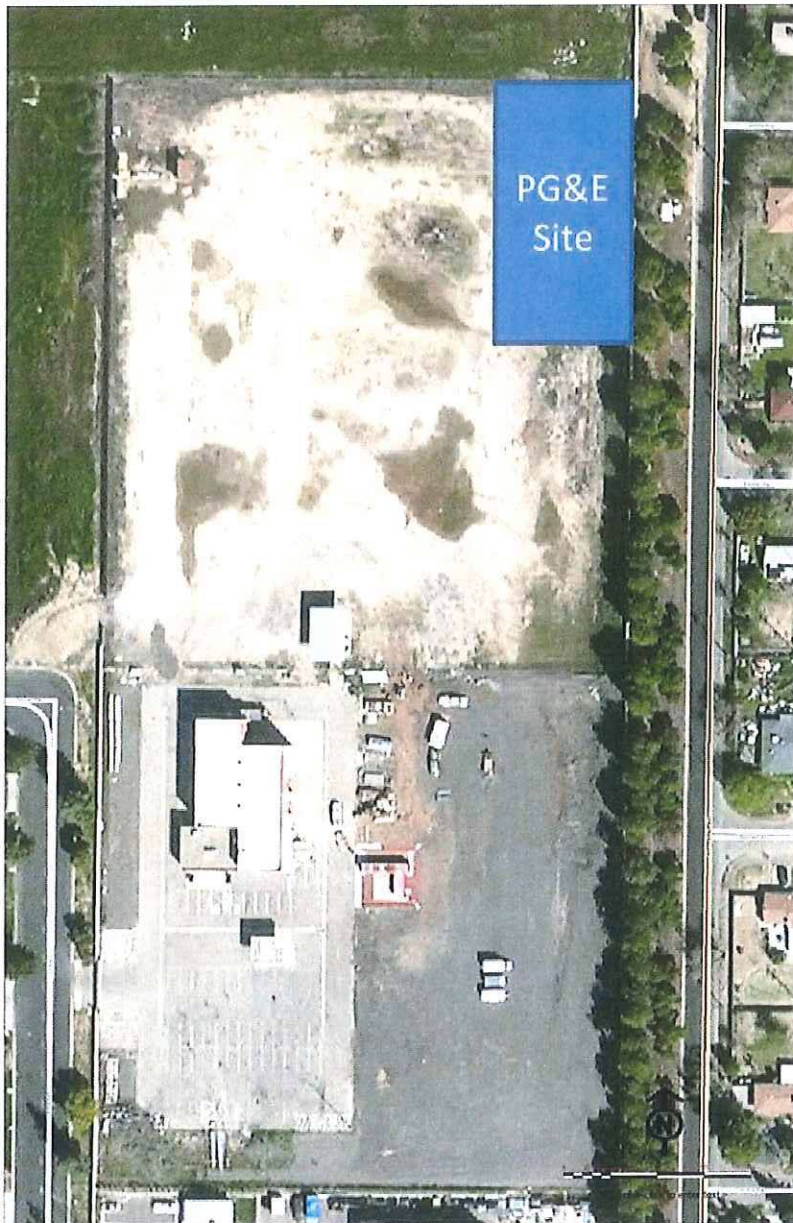


EXHIBIT B

Depiction of Facility Premises



EXHIBIT C

Depiction of Parking Premises and Access to the Property



PROPOSED

Exhibit C

Attach to LD: 2213-21-10014
Area, Region or Location: 4
Land Service Office: Clovis
Line of Business: Corporate Real Estate (83)
Business Doc Type: Leases to PG&E
MTRSQ: 22.13.21.20.42
FERC License Number:
PG&E Drawing Number:
Plat No.:
LD of Affected Documents: 2213-21-10014
LD of Cross Referenced Documents:
Type of interest: Leases to PG&E (10)
SBE Parcel:
% Being Quitclaimed:
Order or PM: 2042071
JCN:
County: FRESNO
Utility Notice Number:
851 Approval Application No: ;Decision:
Prepared By: b4mv
Checked By: ERSe
Approved By:
Revised by:



CITY of CLOVIS

Report to the City Council

To: City Council
From: Finance Department
Date: September 8, 2026
Staff: Angela Papazian, Deputy Finance Director
Subject: Finance - Approval - Authorize the City Manager, or designee, to Enter into a Participating Agreement with U.S. Bank to Participate in the State of California CAL-Card Purchasing Card Program.

Recommendation: Approve

Attachments: 1. CAL-Card Purchasing Card Program ATT 1 Agreement

Recommendation:

For the City Council to authorize the City to participate in the State of California CAL-Card purchasing program through U.S. Bank pursuant to the State of California's existing contract and California Participating Addendum and authorize the City Manager, or designee, to execute the necessary agreement and related documents with U.S. Bank.

Executive Summary:

The City currently utilizes an outdated purchasing card program to facilitate certain authorized City purchases. While the existing program has historically provided a convenient method for employees to make approved purchases, the program no longer adequately meets the City's operational, financial management, reporting, and internal control needs.

Staff recommends transitioning the City's existing purchasing card program to U.S. Bank's CAL-Card program, utilizing the State of California's competitively established statewide contract. The CAL-Card program is designed specifically for public agencies and provides enhanced purchasing controls, transaction monitoring, reporting capabilities, and administrative efficiencies.

Participation through the State's contract will allow the City to leverage contract terms that have already been competitively procured by the State, while providing the City with greater control and visibility over purchasing card activity.

The transition is expected to improve the City's purchasing card administration, strengthen internal controls, provide more robust reporting capabilities, and establish a modern platform for managing authorized card purchases.

Background:

The CAL-Card Program is a leveraged procurement program established by the State of California Department of General Services (DGS). Through a Master Services Agreement with U.S. Bank National Association, the program provides Visa commercial purchasing cards to state and local government entities across California. Participating in state master agreements allows local jurisdictions to satisfy competitive bidding requirements while leveraging the aggregate spending volume of the entire state to secure favorable administrative terms, enhanced data management tools, and annual card rebate structures.

Fiscal Impact:

There is no direct fee to participate in the CAL-Card Program. Participation is expected to yield net positive fiscal returns through administrative time savings and annual rebate revenue generated by card usage.

Reason for Recommendation:

The recommendation supports transitioning the City's purchase card program to U.S. Bank's CAL-Card program. The current platform is outdated, offering limited functionality, reporting, and administrative control, whereas the CAL-Card program provides a modern, robust solution tailored specifically for public agencies.

Actions Following Approval:

Upon Council approval, the City Manager, or designee, will execute all required agreements, and the Finance Department will facilitate implementation of the program.

Conflict of Interest:

None.



**NASPO VALUE POINT
STATE OF CALIFORNIA PARTICIPATING ADDENDUM 7-20-99-42
LOCAL AGENCY SUBSIDIARY AGREEMENT**

This Local Agency Subsidiary Agreement ("**Subsidiary Agreement**") is entered into by undersigned entity, organized under the laws of the State of California ("**Local Agency**"), and U.S. Bank. This Subsidiary Agreement shall become effective upon signing by U.S. Bank.

RECITALS

1. The State of California, Department of General Services (the "**State**") and U.S. Bank entered into California Participating Addendum 7-20-99-42 effective January 1, 2021, as amended, supplemented or otherwise modified (the "**Participating Addendum**") for the purpose of making available a Commercial Card Services Program ("**Program**") as described in the Participating Addendum for use by state agencies and local agencies of the State;
2. Local Agency desires to participate as a "Participating Agency" under the Program and Agreement, with sole liability for its own obligations it may incur under the Program and Participating Addendum; and
3. U.S. Bank has agreed to allow Local Agency to be bound under the Participating Addendum and participate in the Program as a "Participating Agency."

AGREEMENT

Now, therefore, for and in consideration of the mutual promises contained in this Subsidiary Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Local Agency and U.S. Bank agree as follows:

1. **DEFINITIONS.** Unless otherwise stated in this Subsidiary Agreement, all capitalized terms shall have the same meaning as set forth in the Participating Addendum.
2. **DESIGNATION.** Local Agency is hereby designated as a "Participating Agency" under the Participating Addendum, and upon U.S. Bank's execution of this Subsidiary Agreement (after completing its necessary due diligence) Local Agency shall be deemed a "Participating Agency" thereunder until Local Agency so elects to remove such designation or such designation is revoked as set forth in section 6 below. U.S. Bank will take direction from such Local Agency in the issuing of Accounts (or the suspension of Accounts issued at Local Agency's direction).

Attachment 1

3. LOCAL AGENCY REPRESENTATIONS, WARRANTIES AND COVENANTS. Local Agency:

- 3.1** Represents and warrants that it received a copy of the Participating Addendum;
- 3.2** Represents that it is a valid political subdivision of the State of California;
- 3.3** Represents and warrants that as of the date hereof that each of the representations and warranties made by the State in the Participating Addendum to U.S. Bank can be made by Local Agency without breach on the date hereof;
- 3.4** Represents and warrants that all financial and other information provided to U.S. Bank by or about Local Agency is true and correct;
- 3.5** Agrees to comply with and be bound by the terms and conditions of the Participating Addendum, including any future amendment regardless of whether Local Agency has received notice of such amendment;
- 3.6** Agrees it is liable for its own performance of the terms and conditions of the Participating Addendum (including as it may be amended from time to time) as if Local Agency signed the Participating Addendum, including for all obligations incurred by it or by any party issued an Account at its direction, but shall not be liable for any obligations incurred by the State or any other Local Agencies; and
- 3.7** Agrees that it may not assign or transfer its rights under this Subsidiary Agreement or the Participating Addendum without the express consent of U.S. Bank.

4. LIABILITY FOR LOCAL AGENCY'S PERFORMANCE AND OBLIGATIONS. Local Agency agrees that it shall be solely liable for its performance of the terms and conditions of the Participating Addendum and this Subsidiary Agreement. The State shall have no liability for any obligations incurred under the Program by Local Agency and any Account holder designated by such Local Agency.

5. NOTICES. The notice address for Local Agency is:

 Attn: _____

6. CHANGE OF CONTROL. Local Agency shall immediately notify U.S. Bank in writing of the occurrence of any event concerning Local Agency that (i) would prevent Local Agency from making the representations and warranties contained in section 3 at such time or (ii) results in a change of the legal name of such Local Agency. Local Agency shall promptly provide such additional details as reasonably requested by U.S. Bank regarding such event. At the election of U.S. Bank, the rights of Local Agency to be designated a "Participating Agency" under the Participating Addendum may be revoked based upon the notification provided by pursuant to section 6 (i) and this Subsidiary Agreement shall terminate.

- 7. BINDING AGREEMENT.** The representations, warranties and covenants of Local Agency in this Subsidiary Agreement constitute valid, binding and enforceable agreements of Local Agency. The execution of this Subsidiary Agreement and the performance of the obligations hereunder are within the power of Local Agency, have been authorized by all necessary action and do not constitute a breach of any agreement to which Local Agency is a party or is bound. Local Agency represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for Local Agency to be duly bound by this Subsidiary Agreement. Any breach of the terms of this Subsidiary Agreement by the Local Agency shall also be a default under the Participating Addendum by the Local Agency giving rise on the part of U.S. Bank to exercise remedies outlined within the Participating Addendum based upon such default. A breach of the terms of the Subsidiary Agreement by Local Agency shall give rise to the right of U.S. Bank to terminate this Subsidiary Agreement in accordance with terms outlined within the Participating Addendum and remove Local Agency from the Program.
- 8. RATIFICATION, AMENDMENT AND TERMINATION OF AGREEMENT.** Local Agency acknowledges that U.S. Bank and the State may from time to time enter into amendments of the Participating Addendum. No such amendments shall require the consent of, or notification to, Local Agency and Local Agency shall be bound by the terms contained in any such amendments. **In the event of a termination of the Subsidiary Agreement, Local Agency acknowledges and agrees that Local Agency shall remain liable for all debts arising from the use of a card and/or account prior to the termination date and U.S. Bank will pay applicable rebates in accordance with the Participating Addendum.**

9. AUTHORIZATION AND EXECUTION. This Subsidiary Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. This Subsidiary Agreement may be executed and delivered by the parties electronically, and fully executed electronic versions of this Subsidiary Agreement, or reproductions thereof, will be deemed to be original counterparts.

The signer(s) represents and warrants that (i) he or she is authorized by an applicable authority to enter into all transactions contemplated by this Subsidiary Agreement, and (ii) the signatures appearing on all supporting documents of authority are authentic.

LOCAL AGENCY	U.S. BANK
DATE: _____	DATE: _____
_____	U.S. Bank National Association
Legal Name of Local Agency	_____
_____	_____
(Signature of Authorized Individual)	_____
_____	_____
(Printed Name of Authorized Individual)	_____
_____	Vice President
(Printed Title of Authorized Individual)	_____



CITY of CLOVIS

Report to the City Council

To: City Council
From: Finance Department
Date: September 8, 2026
Staff: Susan Evans, Deputy Finance Director
Subject: Finance - Approval - Res. 26-____, Measure C Extension Local Transportation Pass Through Revenues Certification and Claim Forms for 2026-27.

Recommendation: Approve

Attachments:

1. Measure C Report FY26-27 ATT 1 Res. 26- LTF
2. Measure C Report FY26-27 ATT 2 Signed Claim Forms

Recommendation:

For the City Council to approve a Resolution for Measure C Extension Local Transportation Pass Through Revenues Certification and Claim Forms for 2026-27.

Executive Summary:

The Fresno County Transportation Authority (FCTA) adopted the apportionment for Local Transportation Purpose Funds (Measure C Extension) for fiscal year 2026-27. The funds are distributed monthly based on the adopted percentages for the 15 cities within Fresno County and the County itself. To receive the funds from FCTA, it is necessary for each city and the County to submit a Certification and Claim form for each sub-program and a resolution of the City Council approving the Certification and Claim forms. The total estimated amount to be distributed to the City of Clovis is \$6,486,297.

Background:

Annually the City receives notification from the Fresno County Transportation Authority (FCTA) which adopts the methodology and estimated apportionments of Local Transportation Purpose Funds (Measure C Extension) due to each city within Fresno County. The estimated percentage due to the City of Clovis for each sub-program varies from 1.97% to 17.75% of the total \$151,533,862 to be apportioned. The percentage due to each City is based on population and road miles. The FCTA has estimated that the City will receive \$1,858,408 for the Street Maintenance Category, \$65,044 for the ADA Compliance Category, \$1,793,364 for the Flexible Funding Category, \$431,357 for the Pedestrian/Trails-Urban Category, \$111,537 for the Bicycle Facilities Category, and \$2,226,587 for the Clovis Transit Regional Public Transit Program Category. The total estimate to be disbursed to the City for all sub-programs is \$6,486,297 for fiscal year 2026-27.

In order for each city to receive its apportionment the City must submit a Certification and Claim for each sub-program and a resolution of the City Council approving the Certification and Claim forms. These Certification and Claim forms are for the Measure C Extension (2007-2027) that began July 1, 2007.

Fiscal Impact:

In order for the City to receive its annual apportionment of Local Transportation Purpose Funds (Measure C Extension), the City must submit a Certification and Claim form for each sub-program and a resolution of the City Council approving the Certification and Claim forms.

Reason for Recommendation:

In order to receive the 2026-27 Measure C funds, the City needs to submit to the FCTA the Certification and Claim forms and authorizing resolution.

Actions Following Approval:

After the Council approval, the Certification and Claim forms and the resolution will be forwarded to the FCTA.

Conflict of Interest:

None.

RESOLUTION 26-____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING THE LOCAL TRANSPORTATION PURPOSE FUNDS CERTIFICATION AND CLAIM FOR 2026-27

WHEREAS, the City of Clovis is an eligible claimant of funds for Local Transportation Purposes (Measure C Extension) pursuant to California Public Utilities Code Section 142257; and

WHEREAS, the Fresno County Transportation Authority (FCTA) has adopted a Resolution of Apportionment for Fiscal Year 2026-27's estimated revenue setting 10.75% of \$17,292,782 for the Local Transportation Program, Local Allocation – Street Maintenance Category sub program available to the claimant; and

WHEREAS, the FCTA has adopted a Resolution of Apportionment for Fiscal Year 2026-27's estimated revenue setting 10.75% of \$605,249 for the Local Transportation Program, Local Allocation – ADA Compliance Category sub program available to the claimant; and

WHEREAS, the FCTA has adopted a Resolution of Apportionment for Fiscal Year 2026-27's estimated revenue setting 10.38% of \$17,281,604 for the Local Transportation Program, Local Allocation – Flexible Funding Category sub program available to the claimant; and

WHEREAS, the FCTA has adopted a Resolution of Apportionment for Fiscal Year 2026-27's estimated revenue setting 17.75% of \$2,430,031 for the Local Transportation Program, Local Allocation – Pedestrian/Trails-Urban Category sub program available to the claimant; and

WHEREAS, the FCTA has adopted a Resolution of Apportionment for Fiscal Year 2026-27's estimated revenue setting 12.40% of \$899,476 for the Local Transportation Program, Local Allocation – Bicycle Facilities Category sub program available to the claimant; and

WHEREAS, the FCTA has adopted a Resolution of Apportionment for Fiscal Year 2026-27's estimated revenue setting 1.97% of \$113,024,720 for the Regional Public Transit Program, Public Transit Agencies – Clovis Transit sub program available to the claimant.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis shall proceed as follows:

1. The Finance Director is hereby authorized to execute the Certification and Claim forms and submit the forms to the FCTA for 2026-27.
2. The City hereby requests the release of funds to the City on a monthly basis, consistent with the adopted percentage and based on actual receipts.
3. The City hereby requests the release of funds to the City in accordance and compliance with Steps 5 and 6 of the Local Agency Handbook – Local Agency Pass-Through Funding Programs.

4. The City Council hereby certifies as follows:
- a. That the sub programs' funds are not being used to substitute for property tax funds which the City had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257; and
 - b. That the City has segregated property tax revenues from the City's other General Fund revenues used to support the sub programs' funds so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to the City's entire general fund; and
 - c. That the City shall separately account for the sub program funds received pursuant to Public Utilities Code Section 142257. The City shall maintain records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. The City shall make such records available to the FCTA for inspection or audit at any time.
5. The City understands that should financial or compliance audit exceptions be found, the FCTA will take immediate steps to resolve the exceptions in accordance with adopted procedures.
6. The City understands they must follow the Reporting Requirements as indicated in the Measure C Extension Local Agency Handbook and the Measure C Extension Local Agency Handbook, Other Revenue Funding and submit the appropriate Reporting Requirements Form for each Program/Project of expenditures for the prior fiscal year 2025-26 no later than November 15, 2026. The City understands if these Reporting Requirements are not met by the date listed above, the Fresno County Transportation Authority will stop any and all Local Transportation Purposes Pass-Through funds until such Reporting Requirements have been met.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on September 8, 2026 by the following vote, to wit.

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: September 8, 2026

Mayor

City Clerk

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2026-27**

TO: Fresno County Transportation Authority

FROM: City of Clovis
Local Agency Name

Address: 1033 Fifth Street, Clovis, CA 93612

Telephone: (559) 324-2845 FAX: _____

Contact: Andrew Haussler, City Manager

Email Address: andrewh@clovisca.gov

1. Applicable Funding Program: (Check One)

Regional Public Transit Program

- ☐ Fresno Area Express
- ☐ Clovis Transit
- ☐ FCRTA
- ☐ PTIS/Transit Consolidation
- ☐ ADA/Seniors/Paratransit
- ☐ Farmworker Van Pools
- ☐ Car/Van Pools
- ☐ New Technology Reserve

Local Transportation Program

- ☐ Street Maintenance
- ☒ ADA Compliance
- ☐ Flexible Funding
- ☐ Pedestrian/Trails Urban
- ☐ Pedestrian/Trails Rural
- ☐ Bicycle Facilities
- Regional Transportation Program*
- ☐ Fresno Airports

Alternative Transportation Program

- ☐ Rail Consolidation Subprogram
- Environmental Enhancement Program*
- ☐ School Bus Replacement
- ☐ Transit Oriented Infrastructure for In-Fill
- Administrative/Planning Program*
- ☐ Fresno COG

2. The City of Clovis ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to
Local Agency Name
California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2026-2027 setting 10.75% of \$605,249 (or \$65,044) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
- (b) Compliance with Steps A and B of the Strategic Implementation Plan (SIP) – Local Agency Pass Through Funding programs and Other Implementation Plan Provisions

4. On behalf of claimant, I hereby certify as follows:

- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
- (b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
- (c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found or said audit is outstanding by more than 12 months, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures. The Authority shall immediately notify the Fresno County Auditor-Controller/Treasurer-Tax Collector to withhold allocation of funds to claimants until the exceptions are resolved or the outstanding financial or compliance audits are submitted and resolved.

Authorized Signature: _____

Title: _____

Date: _____

Finance Director

9/8/26

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board by Date: _____

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2026-2027**

TO: Fresno County Transportation Authority

FROM: City of Clovis - Clovis Transit Agency
Local Agency Name

Address: 155 N. Sunnyside Avenue, Clovis, CA 93611 Contact: Amy Hance
Telephone: (559) 324-2768 FAX: _____ Email Address: amyh@clovisca.gov

1. Applicable Funding Program: (Check One)

Regional Public Transit Program

- ☐ Fresno Area Express
- ☒ Clovis Transit
- ☐ FCRTA
- ☐ PTIS/Transit Consolidation
- ☐ ADA/Seniors/Paratransit
- ☐ Farmworker Van Pools
- ☐ Car/Van Pools
- ☐ New Technology Reserve

Local Transportation Program

- ☐ Street Maintenance
- ☐ ADA Compliance
- ☐ Flexible Funding
- ☐ Pedestrian/Trails Urban
- ☐ Pedestrian/Trails Rural
- ☐ Bicycle Facilities
- Regional Transportation Program*
- ☐ Fresno Airports

Alternative Transportation Program

- ☐ Rail Consolidation Subprogram
- Environmental Enhancement Program*
- ☐ School Bus Replacement
- ☐ Transit Oriented Infrastructure for Infill
- Administrative/Planning Program*
- ☐ Fresno COG

2. The City of Clovis - Clovis Transit Agency ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to California Public Utilities Code Section 142257.
Local Agency Name
3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2026-2027 setting 1.97% of \$113,024,720 (or \$2,226,587) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:
- (a) Monthly payments consistent with adopted percentage, based on actual receipts
 - (b) Compliance with Steps A and B of the Strategic Implementation Plan (SIP) – Local Agency Pass Through Funding programs and Other Revenue Program Funding
4. On behalf of claimant, I hereby certify as follows:
- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
 - (b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
 - (c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.
5. Claimant understands that should financial or compliance audit exceptions be found or said audit is outstanding by more than 12 months, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures. The Authority shall immediately notify the Fresno County Auditor-Controller/Treasurer-Tax Collector to withhold allocation of funds to claimants until the exceptions are resolved or the outstanding financial or compliance audits are submitted and resolved.

Authorized Signature: _____

Title: _____

Date: _____

Finance Director

9/8/26

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board on: _____

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2026-27**

TO: Fresno County Transportation Authority

FROM: City of Clovis
Local Agency Name

Address: 1033 Fifth Street, Clovis, CA 93612

Telephone: (559) 324-2845 FAX: _____

Contact: Andrew Haussler, City Manager

Email Address: andrewh@clovisca.gov

1. Applicable Funding Program: (Check One)

Regional Public Transit Program

- ☐ Fresno Area Express
- ☐ Clovis Transit
- ☐ FCRTA
- ☐ PTIS/Transit Consolidation
- ☐ ADA/Seniors/Paratransit
- ☐ Farmworker Van Pools
- ☐ Car/Van Pools
- ☐ New Technology Reserve

Local Transportation Program

- ☐ Street Maintenance
- ☐ ADA Compliance
- ☐ Flexible Funding
- ☒ Pedestrian/Trails Urban
- ☐ Pedestrian/Trails Rural
- ☐ Bicycle Facilities
- Regional Transportation Program*
- ☐ Fresno Airports

Alternative Transportation Program

- ☐ Rail Consolidation Subprogram
- Environmental Enhancement Program*
- ☐ School Bus Replacement
- ☐ Transit Oriented Infrastructure for In-Fill
- Administrative/Planning Program*
- ☐ Fresno COG

2. The City of Clovis ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to
Local Agency Name
California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2026-2027 setting 17.75% of \$2,430,031 (or \$431,357) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
- (b) Compliance with Steps A and B of the Strategic Implementation Plan (SIP) – Local Agency Pass Through Funding programs and Other Implementation Plan Provisions

4. On behalf of claimant, I hereby certify as follows:

- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
- (b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
- (c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found or said audit is outstanding by more than 12 months, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures. The Authority shall immediately notify the Fresno County Auditor-Controller/Treasurer-Tax Collector to withhold allocation of funds to claimants until the exceptions are resolved or the outstanding financial or compliance audits are submitted and resolved.

Authorized Signature: _____

Title: _____

Date: _____

Finance Director 9/8/26

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board by Date: _____

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2026-27**

TO: Fresno County Transportation Authority

FROM: City of Clovis
Local Agency Name

Address: 1033 Fifth Street, Clovis, CA 93612

Telephone: (559) 324-2845 FAX: _____

Contact: Andrew Haussler, City Manager

Email Address: andrewh@clovisca.gov

1. Applicable Funding Program: (Check One)

Regional Public Transit Program

- ☐ Fresno Area Express
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- ☐ FCRTA
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- ☐ Farmworker Van Pools
- ☐ Car/Van Pools
- ☐ New Technology Reserve

Local Transportation Program

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- ☐ ADA Compliance
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5. Claimant understands that should financial or compliance audit exceptions be found or said audit is outstanding by more than 12 months, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures. The Authority shall immediately notify the Fresno County Auditor-Controller/Treasurer-Tax Collector to withhold allocation of funds to claimants until the exceptions are resolved or the outstanding financial or compliance audits are submitted and resolved.

Authorized Signature: _____

Title: _____

Date: _____

Finance Director

9/9/26

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board by Date: _____

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2026-27**

TO: Fresno County Transportation Authority

FROM: City of Clovis
Local Agency Name

Address: 1033 Fifth Street, Clovis, CA 93612

Telephone: (559) 324-2845 FAX: _____

Contact: Andrew Haussler, City Manager

Email Address: andrewh@clovisca.gov

1. Applicable Funding Program: (Check One)

Regional Public Transit Program

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- ☐ Clovis Transit
- ☐ FCRTA
- ☐ PTIS/Transit Consolidation
- ☐ ADA/Seniors/Paratransit
- ☐ Farmworker Van Pools
- ☐ Car/Van Pools
- ☐ New Technology Reserve

Local Transportation Program

- ☒ Street Maintenance
- ☐ ADA Compliance
- ☐ Flexible Funding
- ☐ Pedestrian/Trails Urban
- ☐ Pedestrian/Trails Rural
- ☐ Bicycle Facilities
- Regional Transportation Program*
- ☐ Fresno Airports

Alternative Transportation Program

- ☐ Rail Consolidation Subprogram
- Environmental Enhancement Program*
- ☐ School Bus Replacement
- ☐ Transit Oriented Infrastructure for In-Fill
- Administrative/Planning Program*
- ☐ Fresno COG

2. The City of Clovis ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to
Local Agency Name
California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2026-2027 setting 10.75% of \$17,292,782 (or \$1,858,408) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
- (b) Compliance with Steps A and B of the Strategic Implementation Plan (SIP) – Local Agency Pass Through Funding programs and Other Implementation Plan Provisions

4. On behalf of claimant, I hereby certify as follows:

- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
- (b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
- (c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found or said audit is outstanding by more than 12 months, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures. The Authority shall immediately notify the Fresno County Auditor-Controller/Treasurer-Tax Collector to withhold allocation of funds to claimants until the exceptions are resolved or the outstanding financial or compliance audits are submitted and resolved.

Authorized Signature: _____

Title: _____

Date: _____

Finance Director

9/8/26

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board by Date: _____

Measure C Extension Strategic Implementation Plan - Appendix D

Attachment 2

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2026-27**

TO: Fresno County Transportation Authority

FROM: City of Clovis
Local Agency Name

Address: 1033 Fifth Street, Clovis, CA 93612

Telephone: (559) 324-2845 FAX: _____

Contact: Andrew Haussler, City Manager

Email Address: andrewh@clovisca.gov

1. Applicable Funding Program: (Check One)

Regional Public Transit Program

- ☐ Fresno Area Express
- ☐ Clovis Transit
- ☐ FCRTA
- ☐ PTIS/Transit Consolidation
- ☐ ADA/Seniors/Paratransit
- ☐ Farmworker Van Pools
- ☐ Car/Van Pools
- ☐ New Technology Reserve

Local Transportation Program

- ☐ Street Maintenance
- ☐ ADA Compliance
- ☐ Flexible Funding
- ☐ Pedestrian/Trails Urban
- ☐ Pedestrian/Trails Rural
- ☒ Bicycle Facilities
- Regional Transportation Program*
- ☐ Fresno Airports

Alternative Transportation Program

- ☐ Rail Consolidation Subprogram
- Environmental Enhancement Program*
- ☐ School Bus Replacement
- ☐ Transit Oriented Infrastructure for Infill
- Administrative/Planning Program*
- ☐ Fresno COG

2. The City of Clovis ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to
Local Agency Name
California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2026-2027 setting 12.40% of \$899,476 (or \$111,537) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
- (b) Compliance with Steps A and B of the Strategic Implementation Plan (SIP) – Local Agency Pass Through Funding programs and Other Implementation Plan Provisions

4. On behalf of claimant, I hereby certify as follows:

- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
- (b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
- (c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found or said audit is outstanding by more than 12 months, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures. The Authority shall immediately notify the Fresno County Auditor-Controller/Treasurer-Tax Collector to withhold allocation of funds to claimants until the exceptions are resolved or the outstanding financial or compliance audits are submitted and resolved.

Authorized Signature: _____

Title: Finance Director

Date: _____

9/8/26

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board by Date: _____



CITY of CLOVIS

Report to the City Council

To: City Council

From: General Services Department

Date: September 8, 2026

Staff: Bethany Berube, Deputy General Services Director

Subject: General Services - Approval - Res. 26-____, to Revise the Requested Amount for the Fresno County Transportation Authority (FCTA) and Fresno Council of Governments' FY 2026-2027 Measure C New Technology Reserve Grant Program for Advanced Transit Projects from a one (1) year project in the amount of \$84,473, to a five (5) year project in the amount of \$466,142; and Authorize the Deputy General Services Director to Execute Documents.

Recommendation: Approve

Attachments: 1. Measure C New Tech Grant ATT 1 Res. 26-____

Recommendation:

For the City Council to approve the resolution to increase the requested amount of the Measure C New Technology Reserve Grant for Advanced Transit Projects from a one (1) year project in the amount of \$84,473, to a five (5) year project in the amount of \$466,142; and Authorize the Deputy General Services Director to Execute Documents.

Executive Summary:

At the July 6, 2026, meeting, City Council approved Resolution 26-74, authorizing the Deputy General Services Director to execute documents for the Fresno County Transportation Authority (FCTA) and Fresno Council of Governments' FY 2026-2027 Measure C New Technology Reserve Grant Program for Advanced Transit Projects. The grant application originally requested \$84,473 for the Dispatch Optimization Project which includes the purchase of the Spare AI Voice (phone and SMS platform) for paratransit systems. Spare AI will answer calls, books trips, and resolve rider requests within Clovis Transit's existing Spare Platform.

Following the meeting, Transit learned that it was eligible to apply for additional funding. The attached resolution supersedes Resolution 26-74 and reflects the revised funding amount and project duration. The request for \$466,142 would fund the project for five (5) years, rather than the previously requested \$88,473 for one (1) year.

Background:

As noted above, the City Council adopted Resolution No. 26-74 on July 6, 2026, authorizing the Deputy General Services Director to execute documents for the FY 2026-2027 Measure C New Technology Reserve Grant Program for Advanced Transit Projects through the Fresno County Transportation Authority (FCTA) and Fresno Council of Governments and to approve the requested amount of \$84,473. Following approval, Transit staff determined that the funding amount requested in the application should be revised to reflect the project's request for funding over additional years. The revised amount of \$466,142 would fund the project for a total of five (5) years.

This grant requires advanced transit projects that have the potential to benefit Fresno County residents and assist the region in meeting its air quality goal. The City of Clovis is an eligible applicant through the proposed Dispatch Optimization Project. Adding Spare AI Voice will allow riders to cancel trips, check trip status, and manage reservations at any time without waiting to speak with a dispatcher. Providing 24/7 access to trip management may reduce unnecessary vehicle dispatches associated with late cancellations and missed communications, improving operational efficiency and potentially reducing vehicle miles traveled and related greenhouse gas emissions.

Spare AI offers multi-language support (50+ languages) and can help decrease communication errors. By improving communication for riders, the system can support more efficient scheduling and vehicle utilization which will enhance customer service for Round Up riders. The technology is intended to supplement existing dispatch operations, not replace staff. By automating routine calls and trip management functions, dispatchers can focus on complex customer service requests, real-time service coordination, and operational oversight.

In addition, Spare AI Voice will provide detailed reporting and analytics on rider interactions, trip cancellations, and no-show activity. This information will help Clovis Transit better understand service demand, identify operational improvements, and track performance metrics that are not currently available.

Fiscal Impact:

Funding in the amount of \$466,142 for FY 2026-2027 will be allocated to the City of Clovis. These funds will be used to purchase Spare AI Voice phone and SMS platform for paratransit systems.

Reason for Recommendation:

The Request for Proposal (RFP) was issued to eligible public transit agencies within Fresno County including the Fresno COG, Fresno County Rural Transit Agency, Fresno County, and the cities in Fresno County who propose projects meeting the eligibility requirements of the Measure C New Technology Reserve Grant Program and demonstrate the need for advanced transit and transportation. The implementing agency assumes responsibility and accountability for the use and expenditure of program funds. The eligible public agency will need to sign a Cooperative Agreement with the FCTA. Clovis Transit is an eligible agency for this funding and expects a benefit to the operation, community, and transit industry. Adoption of the amended resolution authorizes the increased funding request—maximizing financial support for agency operations and the community while fulfilling all compliance and oversight requirements.

Actions Following Approval:

Upon application approval, the resolution will be submitted to the Fresno County Transportation Authority and the Fresno Council of Governments. Once funds are received, Clovis Transit will follow with a resolution to amend the FY 2026-2027 budget and purchase the Spare AI Voice system.

Conflict of Interest:
None.

RESOLUTION 26-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS AUTHORIZING
SUBMITTAL OF FUNDING APPLICATION IN THE AMOUNT OF \$466,142 FOR THE
FRESNO COUNTY TRANSPORTATION AUTHORITY AND FRESNO COUNCIL OF
GOVERNMENTS FY 2026-2027 MEASURE C NEW TECHNOLOGY RESERVE GRANT
PROGRAM FOR ADVANCED TRANSIT PROJECTS**

WHEREAS, the City of Clovis is an eligible project applicant and may receive funding from the Fresno County Transportation Authority's (FCTA) and Fresno County of Government's (FCOG) Measure C New Technology Reserve Grant Program for Advanced Transit Projects; and

WHEREAS, the Fresno Council of Governments has issued a call for eligible applicants to submit proposals for projects to be funded in fiscal year 2026-2027; and

WHEREAS, the City of Clovis has prepared an application in the amount of \$466,142 for the purchase of Spare AI Voice, an AI phone platform for paratransit systems.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis, as the fund recipient, agrees to comply with all conditions and requirements set forth in the documents and applicable statutes, regulations, and guidelines for all FCTA and FCOG funded transit projects.

NOW THEREFORE, BE IT FURTHER RESOLVED, that this resolution replaces and supersedes Resolution 26-74 approved on July 6, 2026, authorizing submittal of a grant application in the amount of \$84,473 for the same grant program.

NOW THEREFORE, BE IT FURTHER RESOLVED, that the Deputy General Services Director is authorized to approve and execute all required documents of the Measure C New Technology Reserve Grant Program for Advanced Transit Projects and any Amendments thereto with FCTA and FCOG and related documents reasonably necessary for the City to obtain and administer the grant funding.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on September 8, 2026, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN

ATTACHMENT 1

DATED:

Mayor

City Clerk



CITY of CLOVIS

Report to the City Council

To: City Council

From: General Services Department

Date: September 8, 2026

Staff: Ofelia Abundez, Grant Management Officer

Subject: General Services- Approval of the Federal Transit Administration (FTA) Drug and Alcohol Policy for Clovis Transit and FTA Covered Safety-Sensitive Employees Update.

Recommendation: Approve

Attachments: 1. Updated Drug and Alcohol Policy ATT 1

Recommendation:

For City Council to approve the updates to the Clovis Transit FTA Drug and Alcohol Policy for Clovis Transit and FTA Covered Safety-Sensitive Employees.

Executive Summary:

The Clovis Transit FTA Drug and Alcohol Policy for Clovis Transit and FTA Covered Safety-Sensitive Employees is required to be implemented by the Federal Transit Administration under 49 CFR Part 655. This policy must be reviewed and updated whenever U.S. Department of Transportation (DOT) regulations are amended. City Council approval of this updated policy is required before implementation.

Background:

As FTA recipients, Clovis Transit is required to meet programmatic, legal, and administrative requirements by developing and implementing policies to comply with federal regulations. This includes updating the Clovis Transit FTA Drug and Alcohol Policy for Clovis Transit and FTA Covered Safety-Sensitive Employees to address the health and safety of City employees, their colleagues, and the public by preventing the misuse of drugs and alcohol. To protect the safety of both the public and fellow employees, it is essential that individuals refrain from using or being under the influence of drugs and/or alcohol while performing safety-sensitive duties.

To achieve this goal and comply with the requirements of the Federal Omnibus Transportation Employee Testing Act of 1991 (Public Law 102-143, Oct. 28, 1991), as amended and FTA regulations, the City established the Clovis Transit FTA Drug and Alcohol Policy for Clovis Transit and FTA Covered Safety-Sensitive Employees on June 16, 2025. It is designed to prevent accidents and

injuries caused by the misuse of alcohol and the prohibited use of drugs by individuals performing safety-sensitive functions governed by DOT regulations.

This policy applies to all Clovis Transit applicants, employees, service agents, and grant contract recipients who perform or will perform a “safety-sensitive” function for the City as defined in 49 CFR Part 655, Section 655.4.

The policy addresses and defines covered employees, the role of the Designated Employer Representative (DER), the role of the substance abuse professional, prohibited behavior, circumstances for testing, testing procedures, test refusals, consequences for violations, leave status, prescription drug use, and where to seek help.

Clovis Transit seeks approval from City Council to update the Clovis Transit FTA Drug and Alcohol Policy for Clovis Transit and FTA Covered Safety-Sensitive Employees.

Fiscal Impact:

None.

Reason for Recommendation:

City Council approval of the updated FTA Drug and Alcohol Policy for Clovis Transit and FTA Covered Safety-Sensitive Employees is required before Clovis Transit can file and make it available to all safety-sensitive employees.

Actions Following Approval:

The updated policy will be distributed to all Clovis Transit covered safety-sensitive employees.

Conflict of Interest:

None.



Clovis Transit

FTA Drug and Alcohol Policy for Clovis Transit and FTA Covered Employees

Approved by City Council

00/00/0000

Attachment 1

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Clovis Transit

FTA Drug and Alcohol Policy for

Clovis Transit and FTA Covered Safety-Sensitive Employees

I. Purpose & Scope

The City of Clovis is dedicated to ensuring the health and safety of its employees, their colleagues, and the public by preventing the misuse of drugs and alcohol. To protect the safety of both the public and fellow employees, it is essential that individuals refrain from using or being under the influence of drugs and/or alcohol while performing safety-sensitive duties.

To achieve this goal and comply with the requirements of the Federal Omnibus Transportation Employee Testing Act of 1991 (“Act”) (Public Law 102-143, Oct. 28, 1991), as amended and Federal Transit Administration (“FTA”) regulations, the City has established this policy. This policy is designed to prevent accidents and injuries caused by the misuse of alcohol and the prohibited use of drugs by individuals performing safety-sensitive functions in the City’s Transit Division (“Clovis Transit”) who are governed by Department of Transportation (“DOT”) regulations.

This policy is being implemented in accordance with 49 CFR Part 655, as amended and 49 CFR Part 40, as amended. Copies of Parts 655 and 40 are available in the Transit Manager’s office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website

<http://transit-safety.fta.dot.gov/DrugAndAlcohol/>.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655.

In addition, DOT has published 49 CFR Part 32, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.

Any provisions set forth in this policy that are included under the sole authority of the City of Clovis and are not provided under the authority of the above named Federal regulations are underlined. Tests conducted under the sole authority of the City will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

II. Covered Employees

This policy applies to all Clovis Transit applicants, employees, service agents, and grant contract recipients who perform or will perform a “safety-sensitive” function for the City as defined in Part 655, section 655.4. This policy also applies to off-site lunch periods or breaks when the covered safety-sensitive individual is scheduled to return to work or is on stand-by duty.

You are a covered employee if you perform any of the following:

1. Operating a revenue service vehicle, in or out of revenue service.
2. Operating a non-revenue service vehicle requiring a commercial driver's license.
3. Controlling movement or dispatch of a revenue service vehicle as determined by Clovis Transit.
4. Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service.

5. Carrying a firearm for security purposes related to Clovis Transit.

See **Attachment A** for a list of covered positions by job title. In addition, this policy covers employees of outside service providers who perform work for Clovis Transit and are considered safety-sensitive. Employees who have questions or concerns regarding the safety-sensitive designation of their position should speak with their supervisor or contact the City's Designated Employer Representative ("DER") for further information.

III. The Role of the Designated Employer Representative ("DER") Contact Person

Federal law requires that City designate a DER who will be responsible to facilitate and communicate with outside providers including the medical collection facility, Medical Review Officer, and Substance Abuse Professionals. The DER is also available to respond to employee questions or concerns regarding the administration of the program and how the DOT guidelines are implemented. The DER for Clovis Transit is the Transit Compliance Officer and may be contacted at (559) 324-2770.

IV. The Role of The Substance Abuse Professional ("SAP")

In the event that an employee has been reported as having a positive alcohol or drug test, the City of Clovis representative will provide the individual with a list of accepted and readily available SAPs. The choice of SAP shall be made in accordance with any existing agreements between the City and the employee and City policies. The City will pay all associated costs.

SAPs are licensed medical physicians, certified social workers, psychologists, employee assistance professionals, state-licensed or certified marriage and family therapists, and drug and addiction counselors who have met certification requirements outlined by the Federal government to perform this function. The function of the SAP is to meet with the employee and make recommendations concerning education, treatment, follow-up testing, and aftercare. An employee must fully comply with all SAP recommendations

prior to returning to work and may be subject to certain conditions established by the SAP upon their return to duties.

V. Training

Clovis Transit provides training for all of its supervisors and managers in order for them to be able to make a determination of whether reasonable suspicion exists for an employee to be required to submit to reasonable suspicion alcohol testing and drug testing. All supervisory personnel authorized by the City to make a reasonable suspicion determination shall receive annual training as follows: at least 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use, and at least 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

VI. Prohibited Behavior

Use of illegal drugs is prohibited at all times. Prohibited drugs include any substance listed in 49 CFR section 40.85, including:

- Marijuana, whether medicinal or recreational
- cocaine
- phencyclidine (PCP) (i.e., PCP).
- opioids (including codeine, morphine, heroin)
- amphetamines (including methamphetamine, methylenedioxymethamphetamine (i.e., MDMA).

The use of any drug or substance identified in Schedules I through V of the Controlled Substances Act (21 U.S.C. §§801 et seq.), as defined by 21 CFR 1308.11 through 1308.15, is prohibited at all times, unless the drug or substance is legally prescribed and the minimum standards under the DOT regulations are met, as determined by the DOT-certified Medical Review Officer (“MRO”). This includes, marijuana, cocaine, opioids, amphetamines, and phencyclidine (PCP), as well as any substance that causes the presence of these drugs or drug metabolites not approved for medical use by the

U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Prohibited use includes not only the use of illegal drugs or substances, but also the misuse of legally prescribed drugs and the use of illegally obtained prescription drugs.

An MRO is prohibited, under 49 CFR 40.151, from verifying a test negative even if a safety-sensitive employee has a physician's recommendation authorizing the use of medical marijuana under California's "medical marijuana" laws.

All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform their safety-sensitive function, they must take an alcohol test with a result of less than 0.02 prior to performance.

All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

VII. Circumstances for Testing

Pre-Employment Testing, Promotional or Transfer Testing

Pre-employment alcohol tests are conducted after a conditional offer of employment or transfer has been made. A candidate must provide a verified negative drug test result before performing any safety-sensitive duties. If the test is canceled, the individual must retake and pass the test successfully before being allowed to perform safety-sensitive duties.

Employees transferring or being promoted to a safety-sensitive position will be required to undergo drug testing. However, employees currently in a safety-sensitive position

who are transferring or promoting to another safety-sensitive role will not be required to undergo additional testing.

An employee who has not performed safety-sensitive duties for ninety (90) consecutive calendar days or more regardless of reason, and is not in the random testing pool, will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to conducting safety-sensitive job functions. Employees on light duty or temporarily performing non-safety-sensitive tasks will remain in the testing pool and are subject to random testing.

Employees who have not performed safety-sensitive duties for ninety (90) consecutive days and are awaiting clearance after a return-to-work drug test will be assigned to a non-safety-sensitive position at their regular rate of compensation until cleared.

Non-safety-sensitive employees seeking transfer or promotion to a safety-sensitive position must provide a verified negative drug test prior to performing in a safety sensitive position.

When a covered City employee or applicant has previously failed or refused a pre-employment drug test under the FTA regulations, the individual must provide the City with proof of having successfully completed a SAP referral, evaluation and treatment plan as described in 49 CFR Section 655.62. A copy of this information may be obtained by contacting the DER. An employee's referral to a SAP or completion of a SAP program does not affect the Department's authority to implement disciplinary action against the employee for a positive test or test refusal.

All pre-employment, promotional, and transfer alcohol tests will be conducted using the procedures set forth in 49 CFR Part 40. An alcohol test result of less than 0.02 is required before an employee can first perform safety-sensitive functions. If a pre-employment alcohol test is canceled, the individual will be required to undergo another test with a result of less than 0.02 before performing safety-sensitive functions.

Reasonable Suspicion Testing

All covered employees shall be subject to a drug and/or alcohol test when there is a reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained City official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee. A City of Clovis supervisor or other trained City official shall be responsible for transporting the employee to the testing site. Supervisors and other trained City officials shall avoid placing themselves and/or others into a situation which might endanger the physical safety of those present.

Covered employees may be subject to reasonable suspicion drug testing at any time while on duty, regardless of whether they are in the performance of safety sensitive functions.

Post-Accident Testing

Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

Fatality Accidents.

As soon as it is practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by Clovis Transit using the best information available at the time of the decision, will be tested.

Non-fatal Accidents

As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating the public

transportation vehicle at the time of the accident if at least one of the following conditions is met:

- (1) The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
- (2) One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by Clovis Transit using the best information available at the time of the decision, will be tested.

Drug testing in post-accident situations shall occur as soon as possible, but no later than thirty-two (32) hours after the accident.

Alcohol testing shall occur within two (2) hours of the accident. If the alcohol test cannot be performed within this time period, the reason shall be documented. In no case shall an alcohol test be administered later than eight (8) hours past the time of the accident and the reason for delay shall be documented. An individual who has been involved in an accident which requires a post-accident test, shall not consume any alcohol for a period of eight (8) hours after the occurrence or until such time as the post-accident alcohol test has been performed.

A covered employee subject to post-accident testing must remain readily available for testing as provided herein, failure to be available for testing within the applicable time provided herein will be considered a refusal to test. Nothing in this section shall delay medical attention for an injured individual following an accident or prohibit an individual from leaving the immediate scene of the accident for the period of time necessary to obtain assistance in responding to the accident or to obtain necessary medical treatment.

Random Testing

Random drug and alcohol tests are unannounced, immediate and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at www.transportation.gov/odapc/random-testing-rates.

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made, with no discretion on the part of management/supervisors.

A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

Return to Duty and Follow-Up Testing

While violations of the DOT drug and alcohol policy are presumptively terminable, there may be rare circumstances where an employee is returned to duty after appropriate disciplinary action is served. In these instances, the City follows DOT rules regarding follow up testing for return to duty. These tests will be conducted as specified in 49 CFR Part 40 when an individual is returned to duty at the discretion of the City following a violation of the prohibited alcohol and/or drug testing. All follow-up alcohol testing will

occur while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

The Return-to-Duty Test must be completed prior to the employee returning to the performance of safety sensitive functions. Employee must receive a negative drug test result and/or an alcohol test with an alcohol concentration of less than 0.02 to return to safety-sensitive duties.

Follow-up testing after returning to work is established by the SAP after the employee has successfully complied with the SAP's recommendations for education and/or treatment. The follow up tests (drugs and/or alcohol) are unannounced and shall be conducted, at a minimum, six times during the period as prescribed by the SAP. During this period of time, the individual will also remain subject to testing under the previously established random testing requirements as outlined above in the previous section.

All return-to-duty and follow-up testing must be conducted under direct observation and in accordance with the DOT protocols as contained in 49 CFR Part 40, as may be amended.

Employees seeking specific details regarding the procedures and methodology of drug and/or alcohol testing are referred to 49 CFR PART 40 of the Federal regulations. Employees who wish to review this information may contact the DER for assistance in securing a written copy of these regulations.

VIII. Testing Procedures

All FTA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

Dilute Urine Specimen

If there is a negative dilute test result, Covered Employees will not conduct an additional retest unless requested by the MRO. If the MRO requests a retest, then the result of the second test will be the test of record.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

Split Specimen Test

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. Clovis Transit guarantees that the split specimen test will be conducted in a timely fashion.

IX. Test Refusals

As a covered employee, you have refused to test if you:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by Clovis Transit.
- (2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fail to provide a specimen for a drug or alcohol test. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.

- (4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient specimen for a drug or alcohol test without a valid medical explanation.
- (6) Fail or decline to take a second drug test as directed by the collector or Clovis Transit.
- (7) Fail to undergo a medical evaluation as required by the MRO or Clovis Transit and FTA Covered Employees' Designated Employer Representative (DER).
- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine drug test.
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

X. Consequences for Violations

Following a positive drug or alcohol (BAC at or above 0.04) test result or any refusal to test when testing is authorized or required by this policy, the employee will be immediately removed from safety-sensitive duty and referred to a Substance Abuse Professional (SAP) for evaluation, as required by 49 CFR Part 655.62.

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties until the start of their next regularly scheduled duty period (but for not less than eight hours) unless a retest results in the employee's alcohol concentration being less than 0.02.

XI. Treatment/Discipline

Per Clovis Transit's policies (as currently adopted and as may be amended time to time), any employee who tests positive for drugs or alcohol (BAC at or above 0.04) or refuses to test will be subject to disciplinary action up to and including termination.

Any employee who violates the provisions of this policy may be evaluated by a SAP, depending on the type of disciplinary action taken. The SAP will determine the appropriate assistance, if any, needed to address issues related to alcohol misuse or controlled substance use.

XII. Employee Leave Status After a Positive Drug/Alcohol Result or Refusal to Submit to A Drug and/or Alcohol Test

Employees who test positive for drugs or alcohol or who are determined to have refused to submit to a drug and/or alcohol test, will be removed from performing a safety-sensitive function and shall be subject to administrative leave without pay pending disciplinary action.

XIII. Prescription Drug Use

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to the Transit Manager. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.

XIV. Where To Seek Help

It is the policy of Clovis Transit to encourage employees to seek assistance regarding problems with substance use prior to actual detection as part of a drug/alcohol test. Employees who seek professional assistance on a voluntary basis will be afforded the opportunity to seek professional treatment on a confidential basis to assist them in achieving full recovery and the ability to return to productive work. Employees may call the City's Personnel Department to obtain information about the Employee Assistance Program: (559) 324-2725.

Employees may also wish to consider consulting with the providers listed in **Attachment B.**

Attachment A

This attachment will contain the list of job titles subject to the City's FTA Drug and Alcohol Testing Policy.

The list of covered safety-sensitive positions will be finalized following the required meet and confer process with applicable employee bargaining units and the update of relevant job descriptions to reflect safety-sensitive duties.

This Attachment is currently provided as a placeholder and will be completed and presented for final administrative approval prior to the policy's implementation.

Attachment B

ALCOHOLICS ANONYMOUS

(559) 221-6907 and (559) 266-6752 (Spanish)

1755 N. Gateway #102, Fresno, CA 93727

Hours: 24-hour hotline; M, T, Th, F, 9:00am – 4:30pm; W 9:00am – 6:00pm; Sat 9:00am – 1:00pm

FRESNO NEW CONNECTIONS, INC.

(559) 283-8319

4411 N. Cedar Avenue, Suite 108,

Fresno, CA Hours: M-F 8:00am –

5:00pm

B.A.A.R.T.

(559) 266-9581

539 N. Van Ness Avenue, Fresno, CA

Hours: M-W & F 6:00am – 11:00am & 12:00pm – 2:00pm; Th 6:00am – 12:30pm; Sat & Sun 6:00am – 10:00am; Holidays 6:00am – 9:00am

COMPREHENSIVE ADDICTION PROGRAM, INC.

(559) 485-6364

2445 W. Whitesbridge Avenue, Fresno,

CA Hours: 24 hours, 7 days a week

DRUG TREATMENT

CENTER (800) 711-6375

24-Hour Help Line. No charge to calling party.

FRESNO COUNTY HISPANIC COMMISSION ON ALCOHOL AND DRUG ABUSE SERVICES, INC.

(559) 268-6475

1803 Broadway St. Fresno, CA
93721 Hours: M-F 9:00am -
9:00pm

KING OF KINGS - MEN'S RESIDENTIAL RECOVERY HOME

(559) 425-3011
2267 S. Geneva Avenue, Fresno,
CA Hours: 24 hours, 7 days a
week

**KING OF KINGS DRUG ABUSE
CENTER**

(559) 442-0400
2302 Martin Luther King Jr. Blvd. Fresno, CA 93706
NARCOTICS ANONYMOUS
(559) 255-5881

NUESTRA CASA RECOVERY HOME

(559) 485-0501
1414 W. Kearney Blvd.,
Fresno, CA Hours: 24
hours, 7 days a week

SALVATION ARMY A.R.C.

(559) 490-7080
804 S. Parallel Ave.,
Fresno, CA VA
MEDICAL CENTER
(559) 225-6100
2615 E. Clinton, Fresno,
CA Hours: M-F 8:00am –

4:00pm

WESTCARE

(559) 265-4818

2772 Martin Luther King Blvd., Fresno, CA



CITY of CLOVIS

Report to the City Council

To: City Council

From: General Services Department

Date: September 8, 2026

Staff: Bethany Berube, Deputy General Services Director

Subject: General Services – Approval – Res. 26-____, Authorizing the Deputy General Services Director to Execute of the Certifications and Assurances for the FY 2026-27 California State Transit Assistance State of Good Repair (SGR) Program.

Recommendation: Approve

Attachments: 1. State of Good Repair FY26-27 ATT 1 Res. 26-____

Recommendation:

For the City Council to approve a resolution authorizing the Deputy General Services Director to execute the Certifications and Assurances for the FY 2026-27 California State of Good Repair (SGR) Program.

Executive Summary:

The City of Clovis is eligible for \$266,438 in FY 2026-27 Senate Bill 1 State of Good Repair (SGR) grant funding for capital assistance to rehabilitate and modernize local transit systems. Council approval and a resolution are required by the California Department of Transportation to secure the grant funding. The grant also requires the recipients to submit a list of projects to secure quarterly allocations of funds. A list of projects has been created, which includes the replacement of transit vehicles that have exceeded their useful life and are long overdue for replacement. Allocation of these funds will be processed through the Fresno Council of Governments, utilizing the regular transit project planning process.

Background:

In 2017, Governor Jerry Brown signed Senate Bill 1 (SB1), known as the Road Repair and Accountability Act of 2017. A portion of SB 1 will provide funds to approved transit operators in California for eligible transit maintenance, rehabilitation, and capital projects. This portion is referred to as the State of Good Repair (SGR) Program. SGR funds will be made available for capital projects that maintain the public transit system in a state of good repair.

The SGR Program is funded from a portion of the Transportation Improvement Fee on vehicle

registration. These funds will be allocated to eligible agencies under the State Transit Assistance (STA) program formula. As an STA eligible agency, Clovis Transit has been deemed eligible for SGR funding and has been listed on the State Controller's Office SGR Allocation Letter.

The SGR grant is for eligible projects that fall under the following categories:

1. Transit Capital projects or services to maintain or repair transit operators' existing transit vehicle fleet or transit facilities, including the rehabilitation or modernization of the existing vehicles or facilities.
2. The design, acquisition, and construction of new vehicles or facilities that improve existing transit services.
3. Transit services that complement local efforts for the repair and improvement of local transportation infrastructure.

Examples of qualifying projects include:

1. Replacement or rehabilitation of:
 - a. Rolling stock
 - b. Passenger stations and terminals
 - c. Security equipment and systems
 - d. Maintenance facilities and equipment
 - e. Ferry vessels
 - f. Rail
2. Preventative Maintenance
3. New maintenance facilities or maintenance equipment if needed to maintain the existing transit service.

The Clovis Transit project list is eligible because it includes replacing outdated rolling stock. The California Department of Transportation requires a resolution from the Clovis City Council approving the application for the FY 2026-27 funding year. The City of Clovis resolution will be forwarded upon approval.

Fiscal Impact:

Funding in the amount of \$266,438 for FY 2026-27 will be allocated to the City of Clovis in quarterly disbursements. SB 1 SGR funds can be rolled over for a maximum of four (4) years to accumulate the dollar amount needed to complete the approved projects. FY 2026-27 will provide funds needed to purchase vehicles.

Reason for Recommendation:

The funds are available for transit agencies only and are intended to provide capital assistance to rehabilitate and modernize local systems. Clovis Transit is an eligible recipient of funds and expects benefits for its fleet, transit staff, and other city staff.

Actions Following Approval:

A copy of the resolution will be submitted to the Fresno Council of Governments. Once funds are received and accumulated to the necessary level, transit staff will follow the regular procurement process to purchase the vehicles.

Conflict of Interest:

None.

RESOLUTION 26-____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS AUTHORIZING
THE EXECUTION OF THE CERTIFICATIONS AND ASSURANCES
FOR THE CALIFORNIA STATE OF GOOD REPAIR PROGRAM FY 2026/27**

WHEREAS, the City of Clovis is an eligible project sponsor and may receive State Transit Assistance funding from the State of Good Repair Account (SGR) now or sometime in the future for transit projects; and

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

WHEREAS, Senate Bill 1 (2017) named the Department of Transportation (Department) as the administrative agency for the SGR; and

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

WHEREAS, the City of Clovis wishes to delegate authorization to execute these documents and any amendments thereto to the Deputy General Services Director.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations, and guidelines for all SGR funded transit projects.

NOW THEREFORE, BE IT FURTHER RESOLVED, that the City of Clovis authorizes the Deputy General Services Director to execute all required documents of the SGR program and any Amendments thereto with the California Department of Transportation.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on September 8, 2026, by the following vote, to wit.

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: September 8, 2026

Mayor

City Clerk



CITY of CLOVIS

Report to the City Council

To: City Council

From: General Services Department

Date: September 8, 2026

Staff: Linda Parry, Senior Management Analyst

Subject: General Services – Approval – Res. 26-____, Authorizing Amendments to the City's Classification and Compensation Plans to Adopt the Parks Maintenance Specialist Classification with a Salary Range of \$6,225 to \$7,567 per month.

Recommendation: Approve

Attachments: 1. Parks Maintenance Specialist Classification ATT 1 Res. 26

Recommendation:

For City Council to approve a resolution authorizing amendments to the City's Classification and Compensation Plans by adopting the Parks Maintenance Specialist Classification with a Salary Range of \$6,225 to \$7,567 per month.

Executive Summary:

The City has a need to add a Parks Maintenance Specialist classification. The proposed Parks Maintenance Specialist classification will be assigned to the Public Utilities Department and support the Parks Division. Adequate funds were included in the adopted FY 2026-2027 budget for the new classification. Modification of the City's Classification and Compensation Plans require the City Council's approval.

Background:

During the FY 2026-2027 budget process, the Public Utilities Department determined the need to create a Parks Maintenance Specialist classification. This position was added to the Public Utilities Department FY 2026-2027 Position Allocation Plan but now requires the classification be approved by Council in order to recruit for and fill the position.

An evaluation of the City's park maintenance operations identified the need for a classification dedicated to the inspection, maintenance, repair, and installation of playground equipment and related park amenities. As playground equipment has become increasingly specialized and subject to rigorous state and national safety standards, the City requires staff with advanced technical knowledge to independently perform comprehensive safety inspections, identify and correct hazards, and ensure compliance with applicable regulations. The recommended salary range for the Parks

Maintenance Specialist classification will be \$6,225 to \$7,567 per month. The Parks Maintenance Specialist classification will be assigned to the Clovis Public Works Employee's Affiliation (CPWEA) and the salary range for the Parks Maintenance Specialist classification will be 5% above the Parks Senior Maintenance Worker salary range within the CPWEA salary structure. CPWEA representatives are supportive of the assignment of the classification to the CPWEA employee bargaining unit. The new classification and salary range reflect the current needs of the City.

Fiscal Impact:

The additional costs were budgeted in the FY 2026-2027 Public Utilities Department budget allocation.

Reason for Recommendation:

Creation and addition of the Parks Maintenance Specialist classification to the City's Classification and Compensation Plans provides a detailed classification description and allows for the recruitment of the new position.

Actions Following Approval:

Personnel staff will add the new Parks Maintenance Specialist classification to the City's Classification and Compensation Plans.

Conflict of Interest:

None.

RESOLUTION 26-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING AMENDMENTS TO THE CITY'S CLASSIFICATION AND COMPENSATION
PLANS FOR THE PARKS MAINTENANCE SPECIALIST CLASSIFICATION IN THE
PUBLIC UTILITIES DEPARTMENT**

WHEREAS, it has been determined that the City has a need for a Parks Maintenance Specialist classification to provide the necessary support to the Public Utilities Department; and

WHEREAS, it has been determined that the appropriate salary range for the Parks Maintenance Specialist classification is \$6,225 to \$7,567 per month; and

WHEREAS, it has been determined that it is appropriate to assign the Parks Maintenance Specialist classification to the Clovis Public Works Employee's Affiliation (CPWEA); and

WHEREAS, modification of the City's Classification and Compensation Plans requires authorization by City Council.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis will modify the City's Classification and Compensation Plans to include the Parks Maintenance Specialist classification (Attachment A) with a monthly salary range of \$6,225 to \$7,567 per month.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on September 8, 2026, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN

DATED: September 8, 2026

Mayor

City Clerk

City of Clovis
Parks Maintenance Specialist
Monthly Salary: \$6,225 to \$7,567

DEFINITION

Under supervision, to perform a variety of skilled, semi-skilled, and unskilled duties in the inspection, repair, maintenance, and accounting of play structures, park facilities, and City trees; and to perform related work as required.

CLASS CHARACTERISTICS

Positions in this class generally perform at or above the Parks Senior Maintenance Worker series in the Public Works Department. This position class is distinguished from the class of Parks Senior Maintenance Worker in that this is a specialized skilled labor class with technician type responsibilities. Positions in this class will be assigned to inspect, repair, and maintain City Parks equipment and amenities, conduct inventory and analysis for City assets such as trees, and to provide inspections for play structures and City amenities as the department requires. This position may perform any of the duties typical of this class. Positions in this class perform work which has some variation and which allows or requires a limited range of choice in the application of defined methods or procedures. The incumbent receives instructions when tasks are assigned and after training is expected to perform duties without the need for constant supervision and has some latitude in selecting work methods. Work is reviewed periodically upon completion and while in progress. The incumbent is expected to refer most variations in work to the lead worker for instructions. The incumbent is expected to obtain and maintain the required certifications to perform the job.

EXAMPLES OF DUTIES

Conduct detailed safety checks and inspections of existing playground equipment and protective surfaces in the City parks to ensure they are in compliance with departments standards, Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use ASTM F1487, and the Handbook for the Public Playground Safety, CPSC Publication #325, or current standards as updated and revised; examine plans and specifications for new playground installations and park amenities and equipment; inspect new playground equipment installations and modifications to ensure contractor compliance with department standards, Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use ASTM F1487, and the Handbook for the Public Playground Safety, CPSC Publication #325, or current standards as updated and revised; work independently and conduct specialized playground equipment inspections and skilled labor tasks to maintain safety standards for equipment in the park system; repair playground equipment, components, and surfaces within scope of authority; replaces and adjusts worn and damaged mechanical parts and components; troubleshoot potential problems; research and work with the leadworker to order parts and supplies; lead field staff on playground modifications and major component replacements; perform skilled playground equipment maintenance; inspect, test, adjust, clean, lubricate equipment and component; install and rehabilitate playground equipment; document

inspections, repairs and maintain technical records; prepare surfaces and apply protective finishes as needed; sweep, blow, and clean playground facilities, remove graffiti, and clean up hazards, trash and vandalism; operate a variety of vehicles and specialized equipment to install playground and other park equipment in accordance with all safety regulations and procedures; identify and report mechanical problems which require additional repair; enter and maintain daily work tasks on the asset work management system; maintain regular and punctual on-site attendance; perform detailed tree inventory, identification and record keeping utilizing and working with an asset management system; perform other duties as assigned.

TYPICAL QUALIFICATIONS

LICENSE REQUIRED

- Possession of a valid Class A or B California Driver's License and a good driving record.
- Certified Playground Safety Inspector (CPSI) certification is required at time of hire.

EDUCATION AND EXPERIENCE

Education:

- High School diploma or equivalent.

And

Experience:

- Two (2) years of experience in maintenance and repair of playgrounds and facilities.

QUALIFICATIONS

Knowledge of:

- Basic math;
- Simple record-keeping;
- Proper methods, materials, tools and equipment used in specialized maintenance work;
- Playground safety rules and regulations;
- Tree and plant identification and care;
- Appropriate safety precautions and procedures.

Ability to:

- Communicate effectively both verbally and in writing;
- Effectively utilize and properly maintain grounds and maintenance equipment;
- Operate computer software and mobile devices to input daily work management;
- Establish and maintain effective relationships with-people contacted in the course of work;
- Identify Park plants and trees;
- Perform semi-skilled maintenance, repair and construction work;
- Operate a vehicle observing legal and defensive driving practices;
- Maintain simple records;

- Read, understand and apply simple written materials;
- Read and interpret playground and landscape blueprints;
- Understand and carry out oral and written instructions;

SUPPLEMENTAL INFORMATION

PHYSICAL DEMANDS AND WORKING CONDITIONS

- Strength: Heavy work - Lifting, carrying and/or pushing 100 pounds with frequent lifting and/or carrying of objects weighing up to 60 pounds.
- Incumbents may be required to work in trenches or other semi-enclosed spaces and often work in conditions of dust and pollen.



CITY *of* CLOVIS

Report to the City Council

To: City Council

From: General Services Department

Date: September 8, 2026

Staff: Charles Johnson, Senior Management Analyst

Subject: General Services – Approval - Claim Rejection of the General Liability Claim on behalf of Vincent Espudo.

Recommendation: Approve

Attachments: None

Recommendation:

For the City Council to Reject the General Liability Claim filed on behalf of Vincent Espudo.

Executive Summary:

On behalf of Vincent Espudo (claimant), the City of Clovis received a legally sufficient Claim Form on July 28, 2026. The claim alleges that the City failed to properly maintain, inspect, and repair the monkey bar equipment at Helm Ranch Community Park, resulting in a dangerous condition to the public. It is recommended that the City reject the claim at this time, send Notice of Rejection, and refer the matter to the City's third-party administrator for liability claims for further investigation and handling.

Background:

On April 17, 2026, Vincent Espudo was playing on the monkey bars at Helm Ranch Community Park in Clovis, California, when he fell to the ground. The claim alleges that the monkey bars did not provide a safe step or means of exiting or landing from the equipment, causing Mr. Espudo to fracture his left arm and require future medical treatment.

On July 28, 2026, the City of Clovis received a legally sufficient and timely General Liability Claim submitted on behalf of Vincent Espudo by Tyler Kobylinski, Esq., located in Los Angeles, California. The claim alleges that the City of Clovis created or failed to correct a dangerous condition by failing to properly maintain, repair, inspect, and/or correct the condition of the monkey bar equipment at the public park.

Mr. Espudo is seeking monetary damages from the City of Clovis, and the claim has been filed as an "unlimited civil case."

Fiscal Impact:

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

Reason for Recommendation:

It is recommended that the claim be rejected. The City's liability is disputed, and although the claim is legally sufficient, the amount of the alleged damages sustained by the claimant may also be disputed. Rejecting the claim and sending notice of rejection in accordance with the Government Claims Act will commence the time in which the claimant may file a lawsuit against the City based on the claim.

Actions Following Approval:

A Notice of Rejection will be sent to the claimant informing him that the claim has been rejected. The matter will also be referred to the City's third-party administrator for further investigation and handling.

Conflict of Interest:

None.



CITY of CLOVIS

Report to the City Council

To: City Council

From: Police Department

Date: September 8, 2026

Staff: Sandra Macy, Management Analyst

Subject: Police Department — Approval — Res. 26 - ___, Authorizing the Police Chief to execute the 2026-2027 Department of Alcoholic Beverage Control Alcohol Policing Partnership grant agreement; and amend the Police Department budget to reflect the award of \$79,000.00.

Recommendation: Approve

Attachments:

1. ABC Grant Budget Amendment ATT 1 Res 26
2. ABC Grant Budget Amendment ATT 2 Grant Agreement

Recommendation:

For the City Council to approve a Resolution Authorizing the Police Chief to execute the 2026-2027 Department of Alcoholic Beverage Control Alcohol Policing Partnership grant agreement; and amend the Police Department budget to reflect the award of \$79,000.00.

Executive Summary:

The Clovis Police Department has been awarded a \$79,000.00 grant from the Department of Alcoholic Beverage Control to reduce violations at ABC-licensed establishments and minors' access to alcohol through a combination of enforcement and education. Grant funds will primarily offset personnel costs, allowing the Police Department to staff focused enforcement details through minor decoy operations, shoulder-tap operations, licensee inspections, and community education.

Background:

The Police Department applied for the Department of Alcoholic Beverage Control Police Partnership Grant. Through a competitive application process, the Police Department has been awarded funds to support enforcement activities that increase compliance among local businesses and reduce alcohol-related crime at ABC-licensed establishments.

Fiscal Impact:

Acceptance of this grant is not expected to affect the allocation of funds in the Police Department's 2026-2027 budget. The Police Department will use grant funds to cover all overtime costs for officers working enforcement and education details. All details will be staffed with overtime and will not draw

resources from other patrol responsibilities. Some administrative activities associated with the grant will be conducted during the program manager's regular duty hours.

Reason for Recommendation:

The Department of Alcoholic Beverage Control requires the Clovis City Council's approval to execute the grant agreement and amend the Police Department's 2026-2027 budget to reflect the award.

Actions Following Approval:

Staff will submit the approved resolution and execute the agreement. After the Council's approval, the 2026-2027 police department budget will be amended as described.

Conflict of Interest:

None.

RESOLUTION 26-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
AUTHORIZING THE CHIEF OF POLICE TO EXECUTE THE DEPARTMENT OF
ALCOHOLIC BEVERAGE CONTROL GRANT AGREEMENT AND AMEND THE 2026-2027
POLICE DEPARTMENT BUDGET**

WHEREAS, the City Council of the City of Clovis approved the 2026-2027 Budget on June 16, 2026; and

WHEREAS, the Police Department has been awarded \$79,000.00 from the Department of Alcoholic Beverage Control for the Grant Assistance Program; and

WHEREAS, the City Council determines that these expenditures are necessary; and

WHEREAS, it is agreed that any liability arising out of the performance of the contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and ABC disclaims responsibility for any such liability.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis hereby authorizes the Chief of Police to execute the Alcoholic Beverage Control Alcohol Policing Partnership grant agreement.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City of Clovis 2026-2027 Budget be amended as provided in Attachment A, "Summary of Expenditures."

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on September 8, 2026, by the following vote, to wit.

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk

SUMMARY OF EXPENDITURES BY DEPARTMENT

DEPARTMENT

POLICE	\$79,000
TOTAL DEPARTMENT	\$79,000

SUMMARY OF EXPENDITURES BY FUND

GENERAL FUND	\$79,000
TOTAL FUND	\$79,000

All expenditures will be out of the grant budget 56300.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-APP05

PURCHASING AUTHORITY NUMBER (If Applicable)

ABC-2100

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

CONTRACTING AGENCY NAME

Department of Alcoholic Beverage Control

CONTRACTOR NAME

City of Clovis through the Clovis Police Department

2. The term of this Agreement is:

START DATE

July 1, 2026

THROUGH END DATE

June 30, 2027

3. The maximum amount of this Agreement is:

\$79,000.00 Seventy nine thousand dollars and no cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions (GTC 02/2025)	5
+ - Exhibit D	Special Terms and Conditions	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

City of Clovis through the Clovis Police Department

CONTRACTOR BUSINESS ADDRESS

1233 Fifth Street

CITY

Clovis

STATE

CA

ZIP

93612

PRINTED NAME OF PERSON SIGNING

Curt Fleming

TITLE

Chief of Police

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Alcoholic Beverage Control

CONTRACTING AGENCY ADDRESS

3927 Lennane Drive, Suite 100

CITY

Sacramento

STATE

CA

ZIP

95834

PRINTED NAME OF PERSON SIGNING

Patty Baker

TITLE

Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A SCOPE OF WORK

I. SCOPE OF WORK

- Contractor agrees to implement the Department of Alcoholic Beverage Control (ABC), Alcohol Policing Partnership program. This program is intended to work with law enforcement agencies to develop an effective, comprehensive and strategic approach to eliminate the crime and public nuisance problems associated with problem alcoholic beverage outlets.
- Contractor agrees to implement ABC's Minor Decoy, Shoulder Tap Programs and conduct Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) Inspections. These programs target both ABC licensed premises and individuals who furnish alcoholic beverages to the underage operators. The project is targeted to reduce underage drinking and the resultant DUI driving injuries and fatalities, and/or property damages, reduce youth access to alcoholic beverages through the education of licensee(s), enforcement intervention and the impressions of omnipresence of law enforcement. In addition, Contractor agrees to the following goals:
 1. The operation period of the grant is July 1, 2026 through June 30, 2027.
 2. Contractor agrees to raise public awareness that selling, serving and/or furnishing alcoholic beverages to individuals under twenty-one years old is a criminal violation that will be prosecuted by local city and district attorneys.
 3. Minor Decoy operations are designed to educate and deter licensed locations from selling/furnishing alcohol to minors. Contractor agrees to conduct Minor Decoy Operations at both "On-Sale" and "Off-Sale" licensed establishments within the operation period of the grant.
 4. Shoulder Tap operations are used to detect and deter adult furnishers outside of a licensed business. Contractor agrees to conduct Shoulder Tap Operations at "Off-Sale" licensed locations to apprehend adults that are unaffiliated with the licensed businesses and who are purchasing alcohol for minors outside of the stores within the operation period of the grant.
 5. Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) primary goal is to educate licensees on alcohol related laws to help reduce alcohol-related crime in and around licensed premises. Contractor agrees to conduct visits and inspections of licensed premises identifying areas of non-compliance at "On-Sale" and "Off-Sale" licensed locations within the operation period of the grant.

II. GOALS AND OBJECTIVES

1. Conduct at least five (5) Minor Decoy operations.
2. Conduct at least four (4) Shoulder tap operations, including the Statewide Shoulder tap operation.
3. Conduct at least two (2) IMPACT operations.
4. Conduct at least four (4) General enforcement operations.
5. Conduct at least four (4) Trap Door operations.
6. Schedule and coordinate at least one (1) LEAD training.
7. Conduct at least three (3) roll call/TRACE trainings.
8. Conduct at least three (3) alcohol awareness educational programs at local schools within the Clovis Unified School District.
9. Provide press/social media releases on grant enforcement activities.
 - A. To announce the start of the program;
 - B. At the conclusion of each Minor Decoy Operation has been held (to announce the number of licensed premises who sold to the minor decoy)
 - C. At the conclusion of each Shoulder Tap Operation has been held (to announce the number of adults arrested for purchasing alcoholic beverages for the decoy).
10. Contractor will fax (916) 419-2599 or email each press release to the Department's Public Information Officer (pio@abc.ca.gov) as soon as it is released.
11. Contractor agrees in all press releases, in addition to any credits the agency wishes to give, will include the following statement: "This project is part of the Department of Alcoholic Beverage Control's Alcohol Policing Partnership."

Contractor agrees to complete and submit monthly reports on a format designed and provided by the Department of Alcoholic Beverage Control due no later than 15th of the following month.

III. PROJECT REPRESENTATIVES

The project representatives during the term of this agreement will be:

Clovis Police Department
Russell Moring, Corporal
1233 Fifth Street
Clovis, CA 93612
(559) 324-2589
russellm@clovisca.gov

Department of Alcoholic Beverage Control
Jennifer Delarosa, Supervising Agent in Charge
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
jennifer.delarosa@abc.ca.gov

Direct all fiscal inquiries to:

Clovis Police Department
Sandra Macy, Grant Manager
1233 Fifth Street
Clovis, CA 93612
(559) 324-3405
sandram@clovisca.gov

Department of Alcoholic Beverage Control
Kristine Okino, Grant Coordinator
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 312-4349
Kristine.okino@abc.ca.gov

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT

- For services satisfactorily rendered and upon receipt and approval of the invoice, the Department of Alcoholic Beverage Control agrees to pay a monthly payment of approved reimbursable costs per the Budget Detail of personnel overtime and benefits (actual cost) and/or allowable costs.
- Invoices shall clearly reference this contract number (26-APP05) and must not exceed the contract total authorized amount of \$79,000.00. Invoices are to be submitted by the 15th of every month, on the prescribed form designed by the Department of Alcoholic Beverage Control.

Submit to: Department of Alcoholic Beverage Control
 Attn: Kristine Okino, Grant Coordinator
 3927 Lennane Drive
 Sacramento, California 95834

- Payment shall be made in arrears within 30 days from the receipt of an undisputed invoice. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act, Statutes of 2026.
- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project, July 1, 2026 and on or before the project termination date, June 30, 2027.
- Revisions to the "Scope of Work" and the "Budget Detail" may be requested by a change request letter submitted by the Contractor. If approved, the revised Grant Scope of Work and/or Budget Detail supersedes and replaces the previous grant and will initiate an amendment. No revisions can exceed allotted amount as shown on the Budget Detail. The total amount of the grant must remain unchanged.
- Contractor agrees to refund to the State any amounts claimed for reimbursement and paid to Contractor which are later disallowed by the State after audit or inspection of records maintained by the Contractor.
- Only the costs displayed in the Budget Detail are authorized for reimbursement by the State to Contractor under this agreement. Any other costs incurred by Contractor in the performance of this agreement are the sole responsibility of Contractor.
- Prior approval by the State in writing is required for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference, and over any reimbursable publicity or educational materials to be made available for distribution. Contractors are required to acknowledge the support of the State whenever publicizing the work under this grant in any media.

II. BUDGET DETAIL

COST CATEGORY	TOTAL COST
A. Personnel Services	
<u>Overtime</u>	
Officer	\$35,500.00
Corporal	\$15,750.00
Sergeant	\$10,150.00
Community Service Education Ofc	\$3,500.00
Benefits – 7.65%	\$8,350.00
TOTAL Personnel	\$73,250.00
B. Operating Expenses (receipts required)	
Buy Funds	\$250.00
TOTAL Operating	\$250.00
C. Equipment (receipts required, must be purchased by 12/31)	
Surface Tablet	\$2,000.00
Smart Watch	\$500.00
TOTAL Equipment	\$2,500.00
D. Travel Costs	
Registration, hotel and per diem	\$3,000.00
TOTAL Travel	\$3,000.00
GRANT TOTAL	\$79,000.00

III. BUDGET CONTINGENCY CLAUSE

- It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

IV. PROMPT PAYMENT CLAUSE

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

General Terms and Conditions (GTC 02/2025)

EXHIBIT C

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

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

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS:** Time is of the essence in this Agreement.
13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec.15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

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

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code § 10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
 - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)
21. GENERATIVE AI DISCLOSURE OBLIGATIONS:
 - a. The following terms are in addition to the defined terms and shall apply to the Contract:
 - 1) "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)
 - b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

- c. Notification shall be provided to the State designee identified in this Contract.
- d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.
- e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.
- f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Disputes: Any disputes concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the State a written appeal addressed to the Director of the Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.
2. Cancellation/Termination: This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. No penalty shall accrue to either party because of contract termination.
3. Contract Validity: This contract is valid and enforceable only if adequate funds are appropriated in Item 2100-101-3036, Budget Act of 2026, for the purposes of this program.
4. Contractor Certifications: By signing this agreement, Contractor certifies compliance with the provisions of CCC 04/2017, Standard Contractor Certification Clauses. This document may be viewed at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>
5. If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity and/or cancel the agreement.



CITY of CLOVIS

Report to the City Council

To: City Council

From: Public Utilities Department

Date: September 8, 2026

Staff: Kevin Tuttle, Assistant Public Utilities Director

Subject: Public Utilities – Approval – Waive Formal Bidding Requirements and Authorize the Purchase of Two (2) Frontloading Refuse Trucks and Two (2) Side Loading Refuse Trucks from Coast Counties Peterbilt for the Total Amount of \$2,095,095.56, Including tax and Delivery.

Recommendation: Approve

Attachments: None

Recommendation:

For the City Council to approve waiving the City's formal bidding requirements and authorize the purchase of two (2) 2027 Peterbilt RNG-powered front-loading commercial refuse trucks and two (2) 2027 Peterbilt RNG-powered side-loading residential refuse trucks from Coast Counties Peterbilt for the total amount of \$2,095,095.56, including installation, tax, delivery, and Sourcewell cooperative purchasing discounts.

Executive Summary:

Sufficient funds are available in the Fiscal Year 2026–27 Fleet Capital Acquisition (Fleet Renewal) budget to replace four refuse trucks assigned to the Public Utilities Department Solid Waste Division. The existing units are nearing 10 years of service and are scheduled for replacement due to age, wear, and lifecycle considerations.

The Sourcewell Purchasing contract #032824-PMC – formerly the National Joint Powers Alliance (NJPA) contract – is a nationwide public procurement service that makes the governmental procurement process more efficient. All contracts available to participating members have been awarded by virtue of a competitive public procurement process compliant with state statutes.

Background:

The recommended vehicles are available from Coast Counties Peterbilt and meet the Department's needs. The vehicles are available to be ordered and will be built according to the Public Utilities Department Solid Waste Division's needs.

The Fleet Fund includes a vehicle and equipment replacement program where the City departments

budget for and contribute a set amount of money annually for the future scheduled replacement of a vehicle or piece of equipment. This allows each department, and the divisions within the departments, to financially plan for the large capital expense of purchasing new vehicles and equipment that need to be replaced due to age, wear and tear, or to meet regulatory requirements. Depending on the condition and need of the vehicle or equipment being replaced, it will be moved from front-line operation and may be kept as a back-up, or it will be auctioned off in the City's vehicle and equipment surplus program.

Fiscal Impact:

Funds were included in the 2026-27 Fleet Capital Acquisition budget, often referred to as the Fleet Renewal or Fleet Replacement budget. The Solid Waste Division in the Public Utilities Department has accumulated the necessary funds for replacement of the equipment.

Reason for Recommendation:

The existing refuse trucks have been in service for approximately 10 years and are scheduled for replacement under the Fleet Renewal Program. Staff have evaluated the available equipment and determined the proposed trucks meet the operational, regulatory, and emissions requirements of the Solid Waste Division. Utilizing the Sourcewell cooperative purchasing contract provides a cost-effective and efficient procurement method, and sufficient funds are available.

Actions Following Approval:

Purchase orders will be prepared for the City Manager's approval and sent to the vendor.

Conflict of Interest:

None.



CITY of CLOVIS

Report to the City Council

To: City Council

From: Public Utilities Department

Date: September 8, 2026

Staff: Kevin Tuttle, Assistant Public Utilities Director

Subject: Public Utilities – Approval – Waive Formal Bidding Requirements and Authorize the Purchase of a Case 521G XT Wheel Loader Tractor off the Sourcewell Cooperative Purchasing Contract from Sequoia Equipment Company in the Total Amount of \$222,074.09, including tax and freight.

Recommendation: Approve

Attachments: None

Recommendation:

For the City Council to waive formal bidding requirements and authorize the purchase of a Case 521G XT wheel loader tractor from Sequoia Equipment Company in the amount of \$222,074.09, including tax and freight.

Executive Summary:

There are funds in this fiscal year's Fleet Renewal budget to purchase a Case 521G XT wheel loader tractor for the Public Utilities Department Solid Waste Division. The existing equipment is scheduled to be replaced due to its age. The competitively bid contract price of \$222,074.09 is from Sequoia Equipment Company using the Sourcewell Purchasing Contract. The new vehicle will meet all emissions requirements.

The Sourcewell Purchasing Contract – formerly the National Joint Powers Alliance (NJPA) contract – is a nationwide public procurement service that makes the governmental procurement process more efficient. All contracts available to participating members have been awarded by virtue of a competitive public procurement process compliant with state statutes.

Background:

The recommended equipment is available through the Sourcewell Cooperative Purchasing Contract, formerly the NJPA contract. Sourcewell is a cooperative purchasing contract that allows a manufacturer like Case to respond to a Request for Proposals (RFP) that covers a large group of government buyers, and it allows a large group of government buyers with similar interests to leverage their buying power to obtain government-only discounts on products.

The Fleet Fund includes a vehicle and equipment replacement program where the City departments budget for and contribute a set amount of money annually for the future scheduled replacement of a vehicle or piece of equipment. This allows each department, and the divisions within each department, to financially plan for the large capital expense of purchasing new vehicles and equipment that need to be replaced due to age, wear and tear, or to meet regulatory requirements. Depending on the condition and need of the vehicle or equipment being replaced, it will be moved from front-line operation and may be kept as a back-up, or it will be auctioned off in the City's vehicle and equipment surplus program.

Fiscal Impact:

Funds were included in the 2026-2027 Fleet Capital Acquisition budget, often referred to as the Fleet Renewal or Fleet Replacement budget. The Solid Waste Division has provided the necessary funds for purchase of the equipment.

Reason for Recommendation:

The existing Case wheel loader tractor has been in service for over 10 years and is scheduled for replacement. Sufficient funds have been collected for replacement equipment. Staff has evaluated the available equipment and has determined that it meets the needs of the Public Utilities Department Solid Waste Division. The proposed method of purchasing the equipment is cost-effective and funds are available.

Actions Following Approval:

Purchase orders will be prepared for the City Manager's approval and sent to the vendor.

Conflict of Interest:

None.



CITY of CLOVIS

Report to the City Council

To: City Council

From: Planning and Development Services Department

Date: September 8, 2026

Staff: Marissa Parker, Associate Planner

Subject: Consider Approval - Res. 26-____, AC2026-001, A Resolution of the City of Clovis making findings and a determination that the project is exempt from further environmental review under CEQA pursuant to CEQA Guidelines section 15183; and to authorize a Certificate of Tentative Cancellation for a ± 1.16 -acre portion of 12.5 acres under Land Conservation Contract No. 4826, for property located near the south side of E. Perrin Avenue, between N. Minnewawa Avenue and the N. Clovis Avenue alignment. Great Bigland, LP, property owner; Bonadelle Homes, Inc., applicant.

Recommendation: Approve

Attachments:

1. AC2026-001 (Ag Cancellation) ATT 1 Res. 26-____
2. AC2026-001 (Ag Cancellation) ATT 2 Petition of Cancellation
3. AC2026-001 (Ag Cancellation) ATT 3 Certificate of Tentative Cancellation
4. AC2026-001 (Ag Cancellation) ATT 4 Valuation

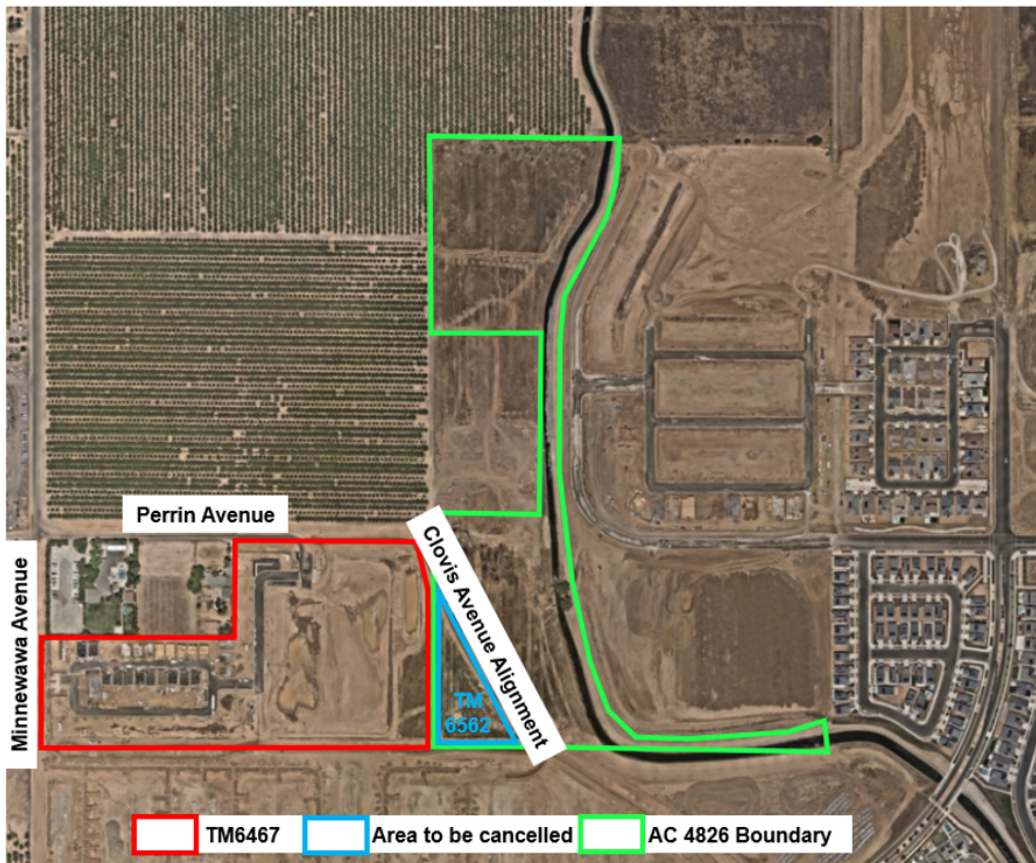
Recommendation:

For the City Council to approve a resolution of the City of Clovis making findings and a determination that the project is exempt from further environmental review under CEQA pursuant to CEQA Guidelines section 15183; and to authorize a Certificate of Tentative Cancellation for a ± 1.16 -acre portion of 12.5 acres under Land Conservation Contract No. 4826, for property located near the south side of E. Perrin Avenue, between N. Minnewawa Avenue and the N. Clovis Avenue alignment. Great Bigland, LP, property owner; Bonadelle Homes, Inc., applicant.

Executive Summary:

The applicant has submitted a petition (**Attachment 2**) to cancel a ± 1.16 -acre portion of 12.5 acres under Agricultural Land Conservation Contract No. 4826 located near the south side of E. Perrin Avenue, between N. Minnewawa Avenue and the N. Clovis Avenue alignment ("Property"). **Figure 1** below shows the Property is adjacent to Tract Map 6467 (TM6467), which was approved by the Council on December 16, 2024, and has recently begun construction. Cancellation of the ± 1.16 -acre portion under Agricultural Land Conservation Contract No. 4826 would allow the applicant to move forward with the development of Tract Map 6562 (TM 6562).

Figure 1 – Site Location



Background:

- General Plan Designation: Medium High Density Residential (7.1-20.0 DU/Ac.)
- Master Plan: Heritage Grove
- Existing Zoning: Clovis Open Space
- Lot Size: ± 1.16 acre portion of APN: 556-030-17
- Current Land Use: Vacant
- Adjacent Land Uses:
 - North: Orchards
 - South: TM6375
 - East: Vacant
 - West: TM6467

Great Bigland, LP, is the owner of real property subject to Agricultural Land Conservation Contract No. 4826 and Bonadelle Homes have petitioned the City of Clovis for partial cancellation of said contract to proceed with development. To the east of the subject property, Clovis Avenue is planned to traverse north to Copper Avenue, according to the General Plan. With surrounding development, Clovis Avenue will be improved, leaving the 1.16-acre portion of property nearly undevelopable on its own. Bonadelle Homes plans to develop the site with Tract Map 6562.

Williamson Act and Land Conservation Contracts

The California Land Conservation Act, also known as the Williamson Act, was enacted in 1965 to preserve agricultural and open space lands from unnecessary conversion to urban uses. A Williamson Act contract is a voluntary contract between the property owner and the County, in which

the property owner would like to restrict their land to agricultural and open space uses only. In return for this land use restriction, the property owner receives lower property tax assessments each fiscal year while the contract is in effect. Williamson Act contracts are 10-year contracts that automatically renew each year on January 1st, unless the property owner opts out. There are two opportunities for a property to withdraw from the contract. The first option allows the property owner to record a notice of non-renewal on their own initiative, which then requires 10 years for the contract to expire. In 2021, a notice of non-renewal was filed for the Property. The second option allows the owner to petition the local agency to cancel the contract. The second option can be immediate, but it is subject to the discretion of the local agency and requires that findings be made and a cancellation fee to be paid.

In Fresno County, Williamson Act contracts are initiated by the property owner while the real property is in the County, and the contracts typically expire before annexation occurs into the City. However, the City can agree to succeed in the contract and then becomes responsible for administering the contract and ultimately considering a cancellation if proposed, when in the City limits. The Property was annexed into the City on April 9, 2025.

PROPOSAL AND ANALYSIS

Subject Property and Zoning

The property subject to Agricultural Land Conservation Contract No. 4826 encompasses approximately 12.5 acres of land generally located on the west side of the Enterprise Canal, south of Behymer Avenue. The subject ± 1.16 -acre portion of 12.5 acres of land is located on the south side of E. Perrin Avenue, west of the future N. Clovis Avenue alignment. As indicated above, the subject ± 1.16 -acre property is included in the Heritage Grove Master Plan area, and it is currently zoned Clovis Open Space. To proceed with the development of this land, the City Council must approve the removal of the subject ± 1.16 -acre property from the agricultural land conservation contract, according to the requirements of the Williamson Act.

Cancellation Process

Before cancellation can be considered, the owner must have first filed a notice of non-renewal for the contract, which occurred in 2021. The cancellation process then consists of the City Council conducting a public hearing, making specific findings required by the Williamson Act, and setting a cancellation fee equal to 12.5% of the land's current fair market value. The cancellation fee is set by statute and cannot be changed or waived by the City for this proposed cancellation. Along with the payment of the cancellation fee, the City must also include a condition of approval requiring that the owner obtain permits for the alternative (non-Williamson Act) land use on the subject property **(Attachment 1B)**. After the public hearing is held and the conditions outlined have been approved, the City Council may issue a Certificate of Tentative Cancellation **(Attachment 3)**. As soon as the conditions are satisfied by the Landowner, a Certificate of Cancellation may be issued. The applicant must complete the conditions within one year of issuance of the Certificate of Tentative Cancellation.

Appraisal to Determine Fair Market Value and Cancellation Fee

Pursuant to Government Code section 51283, subdivision (a), the County Assessor performed an appraisal of the affected property and determined the site's current fair market value to be \$377,000 **(Attachment 4)**. Based upon the assessment, the cancellation fee of 12.5% is \$47,125.

Williamson Act Required Findings (Gov. Code § 51282)

If the City Council wishes to proceed with the partial cancellation, it must, after receiving public testimony, approve a resolution making the following five findings:

1. A notice of non-renewal has been served;
2. Cancellation is not likely to result in removal of adjacent land from agricultural use;
3. The alternative use is consistent with the City's General Plan and Heritage Grove Master Plan;
4. Discontiguous patterns of urban development will not result; and
5. There is no proximate non-contracted land which is available and suitable for the use proposed on the contracted land, or development of the contracted land would provide more contiguous patterns of urban development than development of proximate non-contracted land.

California Environmental Quality Act

The City has determined that no additional environmental review is required for the cancellation of the ±1.16-acre portion of 12.5 acres under Agricultural Land Conservation Contract No. 4826, pursuant to CEQA Guidelines section 15183. Section 15183 mandates that projects with development density established by existing zoning, community plan, or general plan policies for which an environmental impact report (EIR) was certified shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site. (Cal. Code Regs., Tit. 14, § 15183, subd. (a).)

In this case, the cancellation has been identified to be consistent with the EIR that was previously certified for the 2014 General Plan Update in September 2014. The EIR accounted for growth and development in the Plan Area through 2035 and beyond. If approved, this cancellation would allow the project site to be developed into a non-agricultural use, which would be in conformance with the planned land use designation prescribed in the 2014 General Plan Update. An analysis of the site in relation to the EIR and technical memos provided determined that there are no peculiarities of the cancellation that differ from the features identified and analyzed in the EIR. Additionally, the overall size and location of the Project is consistent with the existing Medium High Density Residential designation for this specific location (±1.16-acre portion of 12.5 acres) through the General Plan. Therefore, a Notice of Exemption has been completed. Staff will file the notice with the County Clerk if the Project is approved.

Fiscal Impact:

None.

Reason for Recommendation:

California Government Code section 51200 et seq. designates the City as the administrative authority to respond to petitions for cancellation when made on land which is in the City's jurisdiction.

In light of the findings listed above, this application for cancellation of a portion of an agricultural preserve contract meets the requirements of the Williamson Act. Furthermore, the findings for cancellation required by Government Code Section 51282, can be supported. Therefore, staff recommends that a Certificate of Tentative Cancellation be issued.

Actions Following Approval:

1. Property owner is required to pay the cancellation fee (\$47,125) directly to the County Treasurer, with evidence of such payment being certified to the City by the Treasurer.
2. Within 30 days of the Council decision, a notice of the decision will be published in the

Business Journal in the form of a display ad, and the notice will be submitted to the Director of Conservation within 30 days of the decision. (Gov. Code § 51284.)

3. A certificate of tentative cancellation will be recorded in the Fresno County recorder's office.
4. A Lot Line Adjustment must be applied for, granted, and recorded.
5. Property owner must obtain approval from the City for the alternative use (non-Williamson Act) of the property.
6. After notice from the Landowner that the cancellation fee has been paid and approvals for the alternative use of the property have been obtained, a Certificate of Cancellation will be prepared for the Mayor's signature, recorded with the County Recorder, and a copy sent to the State Director of Conservation as required by Government Code section 51283.4, subdivision (b). Upon recordation, the cancellation becomes effective.

Conflict of Interest:

None.

RESOLUTION 26-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS MAKING FINDINGS AND A DETERMINATION TO A CANCELATION OF A ±1.16-ACRE PORTION OF 12.5 ACRES OF LAND UNDER LAND CONSERVATION CONTRACT NO. 4826 AND FINDING THE PROJECT IN SUBSTANTIAL CONFORMANCE WITH THE ENVIRONMENTAL ANALYSIS PERFORMED FOR THE 2014 CITY OF CLOVIS GENERAL PLAN PURSUANT TO CEQA SECTION 15183

WHEREAS, pursuant to the California Land Conservation Act of 1965 (the Williamson Act, Government Code section 51200 et seq.), the City of Clovis is the administrative authority to consider petitions for cancellation of land conservation contracts within the City's jurisdiction; and

WHEREAS, Great Bigland, LP, is the owners of real property who hold the subject ±1.16-acre portion of 12.5 acres of land under Land Conservation Contract No. 4826 and Bonadelle Homes has petitioned the City of Clovis for partial cancellation of said contract in order to convert the agricultural use to urban use consistent with the City's General Plan, Heritage Grove Master Plan; and

WHEREAS, the owners petitioned the City for the partial cancellation of Land Conservation Contract No. 4826 governing their property; and

WHEREAS, a description of the boundaries of the territory to be cancelled is set forth in **Attachment A** attached hereto and by this reference incorporated herein; and

WHEREAS, the partial cancellation of the land conservation contract shall be subject to a condition requiring the payment of the cancellation fee (\$47,125.00) equal to 12½% of the land's assessed value (\$377,000.00) directly to the County Treasurer. If the fee is not paid within one year of the issuance of the Certificate of Tentative Cancellation, the land's value shall be reassessed; and

WHEREAS, the partial cancellation of the land conservation contract shall be subject to a condition requiring that the landowner obtain all permits necessary to commence the alternative land use project on the subject ±1.16-acre property; and

WHEREAS, the City published notice of the Public Hearing in the Fresno Business Journal, mailed public notices to landowner(s) (in accordance with Government Code Section 51284) with similar contracted property within a one-mile radius of said property boundaries ten days prior to the Public Hearing, and otherwise posted notice of the Public Hearing according to applicable law; and

WHEREAS, a duly noticed hearing was held on September 8, 2026; and

WHEREAS, the City Council has given careful consideration to the partial cancellation of Land Conservation Contract No. 4826 on September 8, 2026, and considered the CEQA analysis outlined in the staff report and elsewhere in the Administrative Record which determines that the Project is in substantial conformance with the environmental analysis performed for the City of Clovis 2014 General Plan; and

WHEREAS, the City Council has reviewed and considered the entire Administrative Record relating to the Project, which is on file with the Department, and reviewed and considered those portions of the Administrative Record determined to be necessary to make an informed decision, including, but not necessarily limited to, the staff report, the written materials submitted with the request, and the verbal and written testimony and other evidence presented during the public hearing, and the conditions of approval attached as **Attachment B** to this Resolution, which are incorporated herein by this reference.

NOW, THEREFORE, BASED UPON THE ENTIRE RECORD OF THE PROCEEDINGS, the City Council resolves and finds as follows:

1. Findings:

A. Notice of nonrenewal has been served:

A notice of nonrenewal has been served to the City by the property and said notice has been recorded by the Fresno County Recorder's Office for the City.

B. Cancellation is not likely to result in removal of adjacent land from agricultural use:

The surrounding land uses are urban or planned for urban uses consistent with the City's General Plan and the Heritage Grove Master Plan. Since the surrounding area is planned for urban development, cancellation will not result in the removal of adjacent land from agricultural use.

C. Alternative use is consistent with City's General Plan:

The proposed alternative use is for a single-family residential development. This use is consistent with the City's General Plan and the Heritage Grove Master Plan.

D. Discontiguous patterns of urban development will not result:

The subject parcel is surrounded by existing and planned urban development. The property provides for more contiguous patterns of urban development than development of proximate noncontract land. The cancellation will allow contiguous urban development consistent with the City's General Plan and the Heritage Grove Master Plan.

- E. There is no proximate noncontracted land which is available and suitable for the use proposed on the contracted land; or, development of the contracted land would provide more contiguous patterns of urban development than development of proximate noncontracted land.

The subject parcel is surrounded by existing and planned urban development. The property provides for more contiguous patterns of urban development than development of proximate noncontract land. The cancellation will allow contiguous urban development consistent with the City's General Plan and Loma Vista Specific Plan.

2. Based on the findings described above, which are detailed in the September 8, 2026, staff report incorporated herein by reference, the entire Administrative Record in this proceeding, as well as the evidence and comments presented during the public hearing on September 8, 2026, the City Council hereby resolves as follows:

- A. The City Council hereby approves AC2026-001, subject to the conditions of approval set forth in Attachment B of this Resolution.
- B. The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and to this end the City Council finds that the Project is in substantial conformance with the environmental analysis performed for the 2014 City of Clovis General Plan. No major revisions will be required with the adopted EIR to accommodate the proposed project, therefore, subject to CEQA Section 15183, no further environmental review is required for this project.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on September 8, 2026, by the following vote, to wit.

AYES:
NOES:
ABSENT:
ABSTAIN:

DATED: September 8, 2026

Mayor

City Clerk

Attachment A

Description of the Boundaries of the Territory to be Cancelled

That portion of the North half of the Northeast quarter of the Southwest quarter of Section 20, Township 12 South, Range 21 East, in the County of Fresno, State of California described as follows:

BEGINNING at the Southwest corner of said North half; thence North $00^{\circ}13'23''$ West along the West line of said North half, a distance of 422.44 feet to the beginning of a 1308.00 foot radius non-tangent curve concave Northeasterly, a radial to said beginning bears South $67^{\circ}40'34''$ West; thence Southeasterly, along last said curve, through a central angle of $22^{\circ}22'45''$, an arc distance of 510.89 feet to a point on the South line of said North half; thence North $89^{\circ}49'52''$ West, along said South line a distance of 278.65 feet;

Containing 1.158 acres, more or less.

APN 556-030-17s portion

Attachment B

Conditions of Approval – AC2026-001

Planning Division Comments

(Marissa Parker, Associate Planner - (559) 324-2338)

1. Landowner shall pay the cancellation fee (\$47,125) equal to 12½% of the land's assessed value (\$377,000) directly to the County Treasurer. Unless the fee is paid, or a certificate of cancellation of contract is issued within one year from the date of the valuation certified by the assessor, the fee shall be recomputed as provided in Government Code Section 51283.4.
2. Issuance of a Certificate of Cancellation is contingent upon the Landowner obtaining all permits necessary to commence the project.

WRITTEN RESPONSE TO THE FIVE FINDINGS IN GC 51282(B)

- 1. The cancellation is of land on which a Notices of Nonrenewal has been filed.**

Yes. Copy of Notice of Nonrenewal included.

#6

- 2. Cancellation is not likely to result in the removal of adjacent lands from agricultural use.**

There have been adjacent lands annexed into the City of Clovis for residential development. If those parcels were subject to a land conservation contract, there would have been a request for cancellation of those contracts.

Any parcels of land in the surrounding area that are and will remain in the County of Fresno, are used for agricultural purposes and are in an ag preserve, will most likely remain that way. The cancellation of this contract will not be the trigger for adjacent lands to be removed from agricultural use.

- 3. Cancellation is for an alternate use that is consistent with the adopted General Plan.**

Yes. This property will be zoned for Single Family Residential use and is consistent with the General Plan.

- 4. Cancellation will not result in discontinuous patterns of urban development.**

This is correct. Cancellation of this contract will not result in discontinuous patterns of urban development.

- 5. That there is no proximate non-contracted land which is both available and suitable for the use to which it is proposed the contracted land be put or that development of the contracted land would provide more contiguous patterns of urban development than development of proximate non-contracted land.**

Removing this parcel from the Williamson Act contract will allow for the best use of it and is consistent with its intended use as a remnant parcel created by the deeding of the N. Clovis Ave. Right-of-Way to the City of Clovis. Now that this parcel is annexed into the City of Clovis, developing it as a Single-Family Residential development will be consistent with other adjacent parcels and with the General Plan.

3



2022-0056292

FRESNO County Recorder
Paul Dictos, CPA

Friday, Apr 29, 2022 09:41:23 AM

Titles: 1

Pages: 3

Fees:	\$0.00
CA SB2 Fee:	\$0.00
Taxes:	\$0.00
Total:	\$0.00
FRESNO COUNTY PUBLIC WORKS	

Recording requested by:
County Board of Supervisors

When recorded, return to:
County of Fresno
Department of Public Works & Planning
Development Services Division
Stop# 214
Attention: Spencer Wejrowski

No Recording Fee Pursuant to Government Code 27383

ALCC: 4826
APNs: 556-030-14s

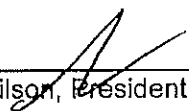
Space above this line for Recorder's use.

**IRREVOCABLE NOTICE OF PARTIAL NONRENEWAL
LAND CONSERVATION CONTRACT**

NOTICE IS HEREBY GIVEN BY "OWNER" That the Land Conservation Contract described in Exhibit "A", attached hereto and incorporated herein by reference, by and between Harry S. Wilson and Douglas W. Wilson, and succeeded to by Great Bigland, LP, a California limited partnership, and the County of Fresno, recorded February 14, 1972 as Instrument No. 12642, Book 5989, Pages 58 through 60 in the Official Records of Fresno County, California more commonly referred to as ALCC No. 4826, IS NOT TO BE RENEWED.

The expiration date for that portion of said contract described in Exhibit "A" is the last day of **December, 2031**.

LANDOWNER
Great Bigland, LP, a California limited partnership



Leo A. Wilson, President

G:\4360Devs&Pin\PLANNING\AG\RLCC - Apps\NONRENEWAL\AP 4826 Great Bigland LP\AP 4826 Great Bigland LP Pt NR.docx

AGRICULTURAL OPERATION/USAGE CURRENT AND HISTORICAL

#6-1

This site is not currently farmed and has not been farmed for approximately 12 months.

The past 10 years/historical usage of the property consisted of approximately 1/3 pasture and 2/3 specialty truck crops, primarily lemon grass and strawberries. The pasture does not produce crop yields and the tenant farmer of the specialty crops uses cash sales and did not share propriety information regarding yields.

INFORMATION IDENTIFYING SOURCE OF WATER

This site is within FID's boundary and has several gates along the Enterprise Canal which service the property. FID's records indicate that surface water is delivered to the property. However, they could not tell us if the prior owner actually took the water in recent years.

Allocations generally received are .39 acre feet / per acre / per month of irrigation delivery, 48 irrigation months over the past 10 years comes out to a minimum of 984.30 acre feet delivered over the past 10 years.

FID's records since 2006 indicate the irrigation method has been furrow for the specialty truck crops.

There appears to be two wells on the land east of the Enterprise Canal for the specialty crop use. One well does not have power to it and appears to have been unused for some time. The second well has power but information on when this well was last used, production capacity and depth are unknown to the current owner. The current owner is not a farmer and records are unavailable from the prior owner.



CITY *of* CLOVIS

CERTIFICATE OF TENTATIVE CANCELLATION

NOTICE IS HEREBY GIVEN THAT:

The City Council of the City of Clovis has, by Resolution No. 26-____, dated September 8, 2026, granted tentative approval to the petition presented by Bonadelle Homes, for cancellation of a ±1.16-acre portion of 12.5 acres of land under Land Conservation Contract No. 4826, said contract having been recorded with the Fresno County Recorder's Office as Instrument Number 12642, dated February 14, 1972.

This certificate applies to real property situated in the City of Clovis, County of Fresno, State of California, identified by Assessor's Parcel Number 556-030-17 and more particularly described in the attached legal description (Exhibit "A").

A Certificate of Cancellation of the above-described contract shall be issued by the City and recorded in the Official Records of the Office of the Recorder of the County of Fresno at such time as the following conditions and contingencies are satisfied:

1. The Landowner shall pay the cancellation fee (\$47,125.00) equal to 12½% of the land's assessed value (\$377,000.00) directly to the County Treasurer. Unless the fee is paid, or a certificate of cancellation of contract is issued within one year from the date of the valuation certified by the assessor, the fee shall be recomputed as provided in Government Code Section 51283.4.
2. Issuance of a Certificate of Cancellation is contingent upon the Landowner obtaining all permits necessary to commence the project.

IN WITNESS WHEREOF, I have unto this certificate set my hand and seal this _____ day of _____.

Vong Mouanoutoua, Mayor

EXHIBIT A

That portion of the North half of the Northeast quarter of the Southwest quarter of Section 20, Township 12 South, Range 21 East, in the County of Fresno, State of California described as follows:

BEGINNING at the Southwest corner of said North half; thence North $00^{\circ}13'23''$ West along the West line of said North half, a distance of 422.44 feet to the beginning of a 1308.00 foot radius non-tangent curve concave Northeasterly, a radial to said beginning bears South $67^{\circ}40'34''$ West; thence Southeasterly, along last said curve, through a central angle of $22^{\circ}22'45''$, an arc distance of 510.89 feet to a point on the South line of said North half; thence North $89^{\circ}49'52''$ West, along said South line a distance of 278.65 feet;

Containing 1.158 acres, more or less.
APN 556-030-17s portion



COUNTY OF FRESNO
OFFICE OF THE ASSESSOR-RECORDER

Paul Dictos, CPA
Assessor-Recorder

MEMORANDUM

DATE: July 20, 2026
TO: City of Clovis
FROM: Paul Dictos CPA, Assessor-Recorder
SUBJECT: Cancellation Fees for Portion of ALCC #4826

Pursuant to Section 51283 (a) of the Government Code, the cancellation valuation of 1.16 acres described in Exhibit A and further identified as Assessor's Parcel Number 556-030-17S, is hereby certified to be \$377,000.

The cancellation fees, as specified under Section 51283 (b) of the Government Code, would be twelve and one half percent of this figure, of \$47,125.

ATTACHMENT

"ASSESSOR – Never Underestimate The Value of the Office"

Hall of Records, 2281 Tulare Street, Room 203 / Fresno, California 93721 / Phone (559) 600-3534 / FAX (559) 600-1480
P.O. Box 1146 / Fresno, CA 93715-1146 "Equal Employment Opportunity Employer"



CITY of CLOVIS

Report to the City Council

To: City Council
From: Administration
Date: September 8, 2026
Staff: Claudia Cázares, Housing Program Manager, Holly Greathouse, Staff Analyst
Subject: Consider Approval – Res. 26-____, Adoption of the City of Clovis 2025-2026 Consolidated Annual Performance and Evaluation Report (CAPER) for expenditure of Community Development Block Grant Funds; and Authorize submittal to the U.S. Department of Housing and Urban Development.

Recommendation: Approve

Attachments: 1. CDBG CAPER 2025-2026 ATT 1 Res. 26
2. CDBG CAPER 2025-2026 ATT 2 CAPER

Recommendation:

For the City Council to approve a Resolution adopting the City of Clovis 2025-2026 Consolidated Annual Performance and Evaluation Report (CAPER) for expenditure of Community Development Block Grant Funds; and authorize the submittal of the Report to the U.S. Department of Housing and Urban Development (HUD).

Executive Summary:

HUD requires the City to adopt the attached 2025-2026 CAPER ("Report") regarding the expenditure of Community Development Block Grant (CDBG) Program Funds during the previous fiscal year (program period); and authorize the submittal of the Report to HUD by September 30, 2026.

Background:

As an entitlement city that receives Community Development Block Grant (CDBG) funds from HUD, Clovis must adopt a yearly performance report referred to as "CAPER" which reports on the status of completed CDBG projects and activities, and identifies expenditure of funds during the reporting year of July 1, 2025, through June 30, 2026.

During the reporting period, the following projects and programs were funded and/or completed:

1. Housing Rehabilitation — 10 homes were repaired utilizing local, state and federal financing
2. Micro-Enterprise Culinary Kitchen — 13 business owners were assisted
3. Clovis Senior Center Activities — added services, funded a health and wellness fair, assisted

with newsletter, added daily users by 200 persons

4. Marjaree Mason Center Assistance — provided services to 314 persons in Clovis, including housing and counseling
5. Antonio/Ashlan/Helm Alley Improvements
6. ADA/Sidewalk Improvements Citywide

Several other projects are underway and will be completed in the following fiscal year including:

- Housing Rehabilitation — 2 additional projects were underway as of 6/30/2026
- Big Dry Creek Trail Improvements at Letterman Park — project was under construction and completed in August 2026.

The recommended action requests Council approval of Attachment 1 - Resolution, and Attachment 2 - CAPER, which authorizes staff submittal of the Consolidated Annual Performance and Evaluation Report to HUD.

Fiscal Impact:

None.

Reason for Recommendation:

HUD requires the City Council to adopt the CAPER each year providing a Report on CDBG-Funded activities completed during the previous fiscal year. The Report identifies the expenditures, programs and activities of the 2025-2026 fiscal year. The recommended action meets HUD's requirements to allow the City to continue to receive CDBG funds on a yearly basis as an entitlement city.

Actions Following Approval:

The 2025-2026 CAPER and Resolution will be submitted to HUD before September 30, 2026, through HUD's online portal, for their review and approval.

Conflict of Interest:

None.

RESOLUTION 26-____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS ADOPTING
THE 2025-2026 CONSOLIDATED ANNUAL PERFORMANCE AND
EVALUATION REPORT**

WHEREAS, the City Council of the City of Clovis is a U. S. Department of Housing and Urban Development (HUD) entitlement city for the purpose of receiving Community Development Block Grant funds; and

WHEREAS, HUD requires the City of Clovis to adopt a Consolidated Annual Performance and Evaluation Report (CAPER) to report on the 2025-2026 program year's activity in completing CDBG projects and expending funds, for the continued use of CDBG funds.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis approves and adopts the 2025-2026 CAPER and authorize the City Manager, or designee to submit the Report to HUD.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on September 8, 2026, by the following vote, to wit.

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk



Consolidated Annual Performance and Evaluation Report (CAPER)

2025-2026 Program Year

Community Development Block Grant

Clovis City Council

Vong Mouanoutoua, Mayor
Diane Pearce, Mayor Pro Tem
Lynne Ashbeck
Drew Bessinger
Matthew Basgall

Andrew Haussler, City Manager
Paul Armendariz, Assistant City Manager

Draft for Public Review
August 21, 2026

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan.

91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Clovis has now completed the last year of programs and activities that are included in the 2021-2025 Consolidated Plan. The activities undertaken by the City and its partners, and identified in this CAPER, have contributed towards meeting the goals identified in the Consolidated Plan, Strategic Plan and Action Plan. The City's accomplishments include the following:

- Home Rehabilitation Program - This program includes rehabilitation work completed during the program year to preserve Clovis' affordable housing stock for low-income, owner-occupied households. Rehabilitation was completed for 10 households utilizing local, state and federal funds.
- Economic Development - MicroEnterprise - Community Kitchen: CDBG funds are utilized to assist low-income persons to participate with the Clovis Culinary Center to establish professional culinary businesses as entrepreneurs. The Clovis Culinary Center provides a fully equipped commercial kitchen space, hands on technical assistance, training and support for the participants. CDBG funds assisted 13 low-income entrepreneurs successfully manage their food based businesses.
- Public Services - The City funded two separate public services activities; services to survivors of domestic violence through the Marjaree Mason Center, and services for seniors through the Clovis Senior Center.
- Capital Improvements Projects - The City completed two Capital Improvement Projects during the program year utilizing CDBG funds. They are: 1) Ashlan/Helm Alley Improvements, and 2) ADA/Sidewalks Accessibility Improvements. The Ashlan/Helm Alley Improvements project provided improvements to over 1,000 linear feet of alley areas. The ADA/Sidewalks Accessibility Improvement project installed ADA ramps and constructed sidewalks for ADA accessibility, where none previously existed. A third improvement project was implemented during the program year utilizing CDBG-Coronavirus funds (Big Dry Creek Improvements at Letterman Park). This project completed its engineering during the program period, and underwent a large portion of its construction. Both CDBG-CV and CDBG funds were set aside and partially expended during the reporting year. The project will be completed in the next reporting period.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Table is on next page.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Administration	Administration	CDBG: \$748,745.00	Other	Other	0	0				
Affordable Housing	Affordable Housing	CDBG: \$683,427.25	Homeowner Housing Rehabilitated	Household Housing Unit	125	55	44.00%	14	10	71.43%
Economic Development	Non-Housing Community Development	CDBG: \$	Facade treatment/business building rehabilitation	Business	0	0		0	0	
Economic Development	Non-Housing Community Development	CDBG: \$	Jobs created/retained	Jobs	0	0		0	0	
Economic Development	Non-Housing Community Development	CDBG: \$250,000.00	Businesses assisted	Businesses Assisted	50	56	112.00%	15	13	86.67%
Infrastructure	Non-Housing Community Development	CDBG: \$1,500,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	5300	10859	204.89%	1404	1404	100.00%
Public Services	Non-Homeless Special Needs Crime Awareness	CDBG: \$561,558.75	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	125000	57709	46.17%	190	514	270.53%
Public Services	Non-Homeless Special Needs Crime Awareness	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0		0	0	

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

All activities implemented during this program year were identified through the City's Citizen Participation Planning process when creating the Consolidated Plan and Annual Action Plan. All activities completed during this program year were determined to meet a high priority identified in the Consolidated Plan, including: Increase, Improve and Preserve Affordable Housing for Families/Seniors/Veterans, Public Services, Job Creation and Retention, and Improving Public Facilities.

Housing Rehabilitation for owner-occupied households has been one of the highest priority activities in our Strategic Plan. The City of Clovis had set a goal of assisting 14 homes with housing repairs. A total of 10 homes were assisted. During the program year, the City's Housing Program completed its partnership with Habitat for Humanity for its housing repair inspection services, as they are turning away from housing repairs and focusing on new housing construction. This resulted in the inability to undertake additional housing repair projects during the year. Staff plans to add housing repair inspectors in the next program year through a request for proposals.

During the reporting period, the City also completed two CDBG funded public infrastructure projects and undertook a third infrastructure/park improvement project - all addressed the high priority need of improving public facilities.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	1,012
Black or African American	48
Asian	123
American Indian or American Native	10
Native Hawaiian or Other Pacific Islander	2
Total	1,195
Hispanic	405
Not Hispanic	790

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Racial and ethnic status was tracked for all activities, and is reflected on the chart above. Not included above is the race referred to as "other", or "two-or-more races", which included 746 additional assisted persons. Individual demographic information is derived from applicant information available in their activity file. For area-benefit activities, racial and ethnic demographics were taken from the Census Data for the block groups in which activities were completed. The Activities included above are: Owner Occupied Housing Rehabilitation, Micro-Enterprise Culinary Kitchen, Domestic Survivor Services through the Marjaree Mason Center, Senior Center Activities, Ashlan/Helm Alley Improvements and ADA/Sidewalk Improvements.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,166,400	1,022,624

Table 3 - Resources Made Available

Narrative

The amounts reported in Resources Made Available and Amount Expended During Program Year includes amounts from both the CDBG FY 2025-2026 entitlement allocation, CDBG -CV funds, savings from previously closed projects, and prior year carryover projects expenditures during the current reporting year.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City of Clovis Low-Moderate Census Tracts	100	100	Low Mod Census Tracts

Table 4 – Identify the geographic distribution and location of investments

Narrative

The Consolidated Plan does not identify any targeted areas for investment. Instead, Clovis spreads resources throughout the City, which resulted in a 100% benefit for low-income individuals and families.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

There is no matching requirement for the CDBG Program. However, the City of Clovis leverages CDBG housing program funds with non-CDBG funds for affordable housing projects. The City also leverages CDBG funds for Senior Services with local funds for Senior Services.

The City administers its Housing Rehabilitation CDBG Grant funded program in conjunction with the State of California funded CalHome Loan Housing Repair Program and local funds. Of the 10 assisted households, all received CDBG funds, and 4 received a combination of state and CDBG funds to provide for repairs in their homes.

During the program year, the City continued to provide technical support to the developers of 135 Osmun Senior Apartments. The project is undergoing pre-development/funding, for the development of a 47-unit affordable housing project for low-income seniors. The local affordable housing developers are AHDC and Better Opportunities Builder. The developers purchased the property in early 2024. The project will be reserved for seniors at, or below, 60% of AMI.

The City also has established several additional affordable housing programs funded through local financing. The Housing Trust fund has a total investment of \$1.2M in local financing to provide assistance to affordable housing development. A total of \$1.2M in Housing Trust Fund monies has been invested in the 135 Osmun Senior Apartments project. The City has also invested funds in the Affordable Housing Deferred Impact Fee Program that can assist affordable housing developers pay a portion of their major sewer and water fees at development. During the program year, the City also established a local ordinance, the Mixed Income Zoning Ordinance (MIZO), which requires market rate housing development projects, which contain 11 or more housing units, to set aside 5% of the housing units as affordable housing. The Ordinance contains additional compliance measures, such as payment of an in-lieu fee and donation of land, which will be leveraged to be utilized for affordable housing development.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	14	10
Number of Special-Needs households to be provided affordable housing units	0	0
Total	14	10

Table 5 – Number of Households

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City of Clovis had set a goal of assisting 14 homes with housing repairs. A total of 10 homes were assisted. During the program year, the City's Housing Program completed its partnership with Habitat for Humanity for its housing repair inspection services, as they are turning away from housing repairs and focusing on new housing construction. This resulted in the inability to undertake additional housing repair projects during the year. Staff plans to add housing repair inspectors in the next program year through a request for proposals.

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	14	10
Number of households supported through Acquisition of Existing Units	0	0
Total	14	10

Table 6 – Number of Households Supported

Discuss how these outcomes will impact future annual action plans.

The outcomes will not impact future annual action plans, as this is the last year of the five-year Consolidated Plan Period. New goals have been set for future action plans. Additionally, remediative action has been taken to overcome the obstacles encountered in this program.

The demand for the home repair program remains high. The City continually sees interest in the program throughout the program year. The City will continue to prioritize funding for the owner-occupied housing rehabilitation program.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	4	0
Low-income	6	0
Moderate-income	0	0
Total	10	0

Table 7 – Number of Households Served

Narrative Information

The information in the table above identifies demographics and income information for the City's Housing Rehabilitation Program, which utilized CDBG, local and state funds to repair homes.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Clovis does not operate a dedicated homeless shelter nor provides direct services. However, the City is an active supporter and participant in the Coordinated Entry System (CES) as a part of the Fresno Madera Continuum of Care (FMCOC). Those needing services within Clovis are provided an opportunity to navigate through the CES services as an integrated intake process that services individuals facing homelessness, and connects them with housing and services. CES also connects homeless persons facing challenges with services related to behavioral health, substance abuse, physical health and/or mental health and social services. Additionally, during the reporting year, the City has partnered with the City's Police Department to better align services for the unhoused which is funded with local financing.

Addressing the emergency shelter and transitional housing needs of homeless persons

During the reporting period, the City provided CDBG funds to the Marjaree Mason Center for services to domestic violence survivors and community outreach/education. The Marjaree Mason Center operates a shelter in the City, and is a valued partner in our community. MMC provided services to 314 persons during the reporting period.

The City does not directly receive state or federal financing to develop or provide services for emergency shelter and transitional housing services. However, Clovis is an active member of the Fresno Madera Continuum of Care (FMCoC), which is the organization that acts as the regional planning body to address homelessness in the region. City staff also participates, annually, in the Point-in-Time count to identify the number and location of homeless persons to better provide services, and also participates in the ranking committee for the FMCoC's application to HUD for Homeless Housing Funds.

During the Program Year, City of Clovis staff also provided support services and technical assistance, from non-federal funds, to Butterfly Gardens a permanent supportive housing project, which is a 75-unit development for very low-income persons experiencing homelessness and persons with disabilities.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that

address housing, health, social services, employment, education, or youth needs

The City continues to support Butterfly Gardens, a 75-unit permanent supportive housing development. The project receives referrals through the Coordinated Entry System for the FMCoC, as well as through the County's Behavioral Health Department, which assist persons who are at risk of becoming homeless, and particularly those likely to become homeless after being discharged from institutions. Tenants receive wrap-around services to assist them in continuing their housing journey, and stabilizing their lives. City staff provides supportive services and technical assistance to the operating managers, and meets with the management company staff on a monthly basis to ensure the success of the tenants at this location.

During the reporting period, the City also provided CDBG funds through the Clovis Senior Center for seniors in our community. Services provided included extending service hours, addition of programs, publication of a community newsletter, and holding an annual Health and Wellness fair to provide valuable resources to our low-income senior community.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

As mentioned above, the City provided CDBG assistance to the Marjaree Mason Center to provide assistance to domestic violence survivors. A total of 314 persons were assisted during the program year. Though the City of Clovis doesn't own a dedicated homeless shelter, the City continued to be an active partner in the FMCoC's Coordinated Entry System, and has provided grant funding for Butterfly Gardens for permanent supportive housing units in Clovis.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City of Clovis considers the local public housing authority (Fresno Housing) a valuable partner in the provision of affordable housing and supportive services to our residents.

The City previously provided \$1,000,000 in grant funding to Fresno Housing Authority for the construction of a 60-unit apartment complex in Clovis for LMI tenants. Construction was completed in June of 2021. Solivita Commons is considered a welcome addition to the City's affordable housing stock.

During a previous program year, the City also awarded \$1,481,281 in Permanent Local Housing Allocation (PLHA) monies to a local housing developer who is partnering with Fresno Housing Authority to construct an 47-unit affordable senior housing project.

Additionally, City staff assists low income residents to access public housing by providing assistance, referrals and information regarding access to Fresno Housing's services.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Clovis competes competitively for State HOME and CalHome funds for the purpose of operating a first-time homebuyer program for LMI households, and advertises this program throughout the City when funding becomes available. The City operated a mobile home only First Time Homebuyer Program during the reporting period. During the reporting year, Housing Division staff participated in a webinar administered by the Fresno Housing Authority with local landlords to provide them information regarding the range of programs operated by the City.

Actions taken to provide assistance to troubled PHAs

The Fresno County Housing Authority is not considered to be a troubled PHA.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

During the program year, the City of Clovis continued its implementation of several new programs intended to remove or ameliorate the potential negative effects of public policies that serve as barriers to affordable housing. Programming commenced during the reporting period includes:

1. Administration of the Affordable Housing Development Impact Fee Deferral Program, which provides a loan to affordable housing developers to pay for a portion of major water and sewer fees, depending on the income targeting of the development. Loans are at low interest, due and payable after 17 years. One project has received a set aside of \$270,948 for 47 affordable housing units for seniors (135 Osmun Senior Apartments Project).
2. Administration of the Clovis Housing Trust Fund in a total amount of \$1,235,000. The funds are set aside for the 135 Osmun Senior Apartments project.
3. Real Property Dedication: the City continued to move forward to process the deeding of real property held in title by the City of Clovis, into the Housing Trust Fund Program, for an affordable housing project(s).
4. Mixed Income Zoning Ordinance: the City established a local ordinance, the Mixed Income Zoning Ordinance (MIZO), which requires market rate housing development projects, which contain 11 or more housing units, to set aside 5% of the housing units as affordable housing. The Ordinance contains additional compliance measures, such as payment of an in-lieu fee and donation of land.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of Clovis works to implement the projects described in the Annual Action Plan. The City also pursued additional Federal, State, and private funding, when available, to assist in meeting the underserved needs of Clovis residents. Clovis competes competitively for State HOME and CalHome funds for the purpose of operating a first-time homebuyer program for LMI households, and advertises this program throughout the City, when funding is available.

During the program year, the City administered a \$415,600 grant from the State of California CalHome program for mortgage assistance for persons planning to purchase a mobile home; and \$1,396,626 in CalHome funds for mobile home repairs. State funds were used to assist four homeowners rehabilitate their homes during the program year.

The City also increased their commitment of State of California Permanent Local Housing Allocation Program to an affordable senior housing development, 135 Osmun Senior Affordable housing, in a total amount of \$2,507,269.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

All households assisted with housing rehabilitation funds receive a copy of EPA's brochure "Protect Your Family From Lead in Your Home". Homes will undergo lead hazard testing and assessment, as needed, and required by law.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Families with incomes that are at poverty-level are at constant risk of homelessness, being priced out of the housing market, and experiencing income insecurity. Unfortunately, Clovis does not receive funding specifically for the provision of homeless services or to generally assist poverty-level families. However, the City provided CDBG funds to the Marjaree Mason Center for services to survivors of domestic violence, who are considered poverty level at the time of seeking assistance. The City is also an active member of the Fresno Madera Continuum of Care, and continues to help Clovis' most vulnerable residents access the services of the region's social service providers. City staff also provides poverty-level families with referrals and information in regards to tenant's rights, public services and emergency housing.

The City also continued its robust economic development programs which include business attraction, job creation, and coordination with local educational institutions to improve economic conditions in Clovis and the greater region, as well as partnering with the Fresno Economic Development Corporation (EDC) to train and educate the workforce and place individuals in businesses where wages are reimbursed in partnership with the City and the County's Department of Social Services. Since 2022, the program has served 22 employers, individuals have been placed in 106 businesses, a total of \$901,275 was reimbursed to local businesses to help pay for eligible wages, and 34 Clovis residents have been placed in employment.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Clovis staff is responsible for the administration of the CDBG program. Staff takes full advantage of training opportunities including online, local and regional training and works closely with HUD staff and other counterparts in the region. During the program year, staff has focused on seeking online resources, including webinars and online education, for the optimal implementation of the program and to expand institutional structure.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

Clovis continues to be an active member of the Fresno Madera Continuum of Care (FMCoC), which is the organization that acts as the regional planning body to address homelessness in the region, and administer the use of federal and state financing for the County of Fresno. City staff sits on the Executive Board and assists in reviewing programmatic applications for HUD funding. Clovis also maintains membership, and is an active participant in the San Joaquin Valley Housing Collaborative who brings training, research and housing development to the Central Valley. The City also regularly participates in the monthly meetings with the Building Industry Association to provide affordable housing information.

The City actively partners with the local housing authority to provide housing funds for the development of affordable housing for low income families, and for permanent supportive housing units.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

Clovis continues to refer residents who have a fair housing question/issue to the Fair Housing Council of Central California, Fresno Madera Area Agency on Aging, Central California Legal Services, as well as Centro La Familia, who all provide services to individuals seeking assistance with fair housing. Public transit was identified in the City's Analysis of Impediments to Fair Housing Choice as a potential barrier. In order to make the system more available to low-income riders and elderly residents, the Clovis City Council adopted a zero fare policy in the fall of 2020, which was in effect during the program year as well. The elimination of transit fares has alleviated public transportation as an impediment, and has made the option a viable one for residents. Additionally, the City is implementing its Language Access Plan, which identified two additional languages (apart from English) to provide translation for on vital documents (Spanish and Hmong).

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Clovis takes the lead for monitoring compliance for the CDBG funded programs activities. The City has established procedures based on HUD guidelines, technical support publications, and HUD monitoring handbooks to ensure the CDBG program is in compliance with applicable rules and regulations. The City's monitoring ranges from administering program-wide comprehensive planning requirements, as well as day to day activities such as determining income-eligibility, project location eligibility, accounting procedures, and on-site inspections for funded activities. The City's Engineering Division and Public Utilities Department monitors the minority business outreach and Section 3 compliance for all CDBG-funded public infrastructure activities.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

A public notice in English, Spanish and Hmong, was published in the Fresno Bee and in the Business Journal on August 21, 2026, regarding the availability of the CAPER for public review. The notice also identified public locations where citizens could review the 2025-2026 CAPER document, and provided instructions on how public comments could be submitted to the City. The public notice was also posted on the City of Clovis website, social media sites, and e-mailed to the CDBG interested parties list-serve. A 15-day comment period was given for the public to review the CAPER and provide feedback or suggestions to staff in regard to the document.

The notice also included the date, time, and location of the scheduled public hearing relative to the Clovis City Council's public review and formal adoption of the 2025-2026 CAPER.

The City Council will review the CAPER and will be requested to approve the document for submittal to HUD at its September 8, 2026 public meeting. Any public comments received will be included in the final CAPER document.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There are no changes contemplated to the CDBG programming.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

N/A

CR-58 – Section 3 -

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours	0	0	0	0	0
Total Section 3 Worker Hours	0	0	0	0	0
Total Targeted Section 3 Worker Hours	0	0	0	0	0

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers	0	0	0	0	0
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.	0	0	0	0	0
Direct, on-the job training (including apprenticeships).	0	0	0	0	0
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.	0	0	0	0	0
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).	0	0	0	0	0
Outreach efforts to identify and secure bids from Section 3 business concerns.	0	0	0	0	0
Technical assistance to help Section 3 business concerns understand and bid on contracts.	0	0	0	0	0
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.	0	0	0	0	0
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.	0	0	0	0	0
Held one or more job fairs.	0	0	0	0	0
Provided or connected residents with supportive services that can provide direct services or referrals.	0	0	0	0	0
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.	0	0	0	0	0
Assisted residents with finding child care.	0	0	0	0	0
Assisted residents to apply for, or attend community college or a four year educational institution.	0	0	0	0	0
Assisted residents to apply for, or attend vocational/technical training.	0	0	0	0	0
Assisted residents to obtain financial literacy training and/or coaching.	0	0	0	0	0
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.	0	0	0	0	0
Provided or connected residents with training on computer use or online technologies.	0	0	0	0	0
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.	0	0	0	0	0
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.	0	0	0	0	0
Other.	0	0	0	0	0

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

N/A

Attachment 1

PR 03 – CDBG CDBG-R ACTIVITY SUMMARY REPORT



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2025
CLOVIS

Date: 20-Aug-2026
Time: 10:11
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PGM Year: 2024
Project: 0002 - 2024-2025 Housing Rehabilitation Program Grants
IDIS Activity: 123 - 2024-2025 Housing Rehabilitation Program Grants

Status: Completed 6/30/2025 12:00:00 AM
Location: Address Suppressed

Objective: Provide decent affordable housing

Outcome: Affordability

Matrix Code: Rehab; Single-Unit Residential (14A)

National Objective: LMH

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 10/01/2024

Description:

The Program will provide funding assistance for rehabilitation and repair services for low-income owner-occupied single family homes (including mobile homes) to conduct health, safety, accessibility, weatherization, and/or other eligible repairs for approximately 13 homes, over the next program year.

Assistance will be provided in the form of a grant, in the amount of up to \$8,000.00 in CDBG funds per home for direct repairs.

CDBG funded activities will additionally include all delivery costs including program administration, which includes project management, inspection and construction management of the rehabilitation and/or repair activities.

The average total cost for CDBG funds per home is approximately \$9,700, which includes program administration and lead hazard testing.

All homes assisted will be located within the incorporated City of Clovis city limits.

CDBG grant assistance may be combined with other state and/or local grants or loans (example: State of California-CalHome Program Loans), to provide for additional needed and eligible repairs.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2022	B22MC060062	\$28,938.21	\$0.00	\$28,938.21
		2023	B23MC060062	\$26,061.79	\$0.00	\$26,061.79
		2024	B24MC060062	\$7,035.80	\$685.72	\$7,035.80
Total	Total			\$62,035.80	\$685.72	\$62,035.80

Proposed Accomplishments

Housing Units : 13

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	5	1	0	0	5	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0



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Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	1	0	0	0	1	0	0	0
Other multi-racial:	1	1	0	0	1	1	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	7	2	0	0	7	2	0	0
Female-headed Households:	4		0		4			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	6	0	6	0
Low Mod	1	0	1	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	7	0	7	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	CDBG funding was utilized to provide up to \$8,000 in grant funds to rehabilitate homes of low-income home-owners. A total of 7 homeowners were assisted with local, state and/or CDBG funds. Funds are provided to make necessary repairs to alleviate health and safety needs, and are also utilized to pay for radon and lead testing. No homes required lead abatement.	



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PGM Year: 2019
Project: 0011 - Big Dry Creek Improvements at Letterman Park
IDIS Activity: 130 - Big Dry Creek Improvements at Letterman Park

Status: Open
Location: Address Suppressed

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Parks, Recreational Facilities (03F)

National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 05/30/2025

Description:

The project will provide improvements and accessibility to the Big Dry Creek canal bank, at Letterman Park. This public improvement project will prepare for and mitigate spread of coronavirus and prevent close contact of persons by increasing access to open spaces. Improvements will include installing trail features, gateway elements at Villa and Barstow Avenues, monuments and signage.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW060062	\$146,818.58	\$146,818.58	\$146,818.58
		2023	B23MC060062	\$16,615.13	\$16,615.13	\$16,615.13
		2024	B24MC060062	\$23,566.29	\$6,734.29	\$6,734.29
		2025	B25MC060062	\$17,000.00	\$0.00	\$0.00
Total	Total			\$204,000.00	\$170,168.00	\$170,168.00

Proposed Accomplishments

Public Facilities : 2,100
Total Population in Service Area: 2,100
Census Tract Percent Low / Mod: 75.71

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	This project underwent preliminary engineering and design during the 2024 program period.	
2025	This project completed its engineering during the program period, and underwent a large portion of its construction. Both CDBG-CV and CDBG funds were set aside and partially expended during the reporting year. The project will be completed in the next reporting period.	



U.S. Department of Housing and Urban Development
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CDBG Activity Summary Report (GPR) for Program Year 2025
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PGM Year: 2025
Project: 0001 - 2025-2026 Housing Rehabilitation Program Grants
IDIS Activity: 131 - 2025-2026 Housing Rehabilitation Program Grants

Status: Completed 6/30/2026 12:00:00 AM
Location: Address Suppressed

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A) **National Objective:** LMH

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 08/15/2025

Description:

The Program will provide funding assistance for rehabilitation and repairs for low-income owner-occupied homes (single family homes and mobile homes) to conduct health, safety, accessibility, weatherization, and/or other eligible repairs for 10 homes.

Assistance will be provided in the form of a grant in the amount of up to \$8,000 per home.

CDBG funds will also be utilized for all delivery costs including program administration, project administration, inspection and construction management of the activities.

All homes assisted will be located within the incorporated City of Clovis city limits.

CDBG grant assistance may be combined with other state and/or local grants or loans to provide for additional needed and eligible repairs.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24MC060062	\$134,873.05	\$134,873.05	\$134,873.05
Total	Total			\$134,873.05	\$134,873.05	\$134,873.05

Proposed Accomplishments

Housing Units : 14

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	7	1	0	0	7	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	3	2	0	0	3	2	0	0



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Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	10	3	0	0	10	3	0	0
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	4	0	4	0
Low Mod	6	0	6	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	10	0	10	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2025	CDBG funding was utilized to provide up to \$8,000 in grant funds to rehabilitate homes of low-income homeowners. A total of 10 homeowners were assisted with local, state and/or CDBG funds. Funds were provided to make necessary improvements to alleviate health and safety needs, and other necessary repairs, as well as to pay for radon and lead testing. One home required lead remediation.	



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PGM Year: 2025
Project: 0004 - 2025-2026 ADA/Sidewalk Accessibility Improvements Citywide
IDIS Activity: 132 - 2025-2026 ADA/Sidewalk Accessibility Improvements Citywide

Status: Completed 5/5/2026 12:00:00 AM Objective: Create suitable living environments
Location: 1033 5th St Clovis, CA 93612-1313 Outcome: Availability/accessibility
Matrix Code: Sidewalks (03L) National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 09/19/2025

Description:

The proposed project will include the installation of new concrete sidewalk segments where there currently are none., and the installation of ADA ramps to provide continuous accessibility for the mobility impaired and to improve accessibility for pedestrians in general. Improvements include clearing, grubbing, installing concrete sidewalks, installing ADA ramps and improving concrete approaches. Locations will be various throughout the city.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24MC060062	\$80,956.44	\$80,956.44	\$80,956.44
		2025	B25MC060062	\$131,043.56	\$131,043.56	\$131,043.56
Total	Total			\$212,000.00	\$212,000.00	\$212,000.00

Proposed Accomplishments

People (General) : 209

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	113	0
Black/African American:	0	0	0	0	0	0	6	0
Asian:	0	0	0	0	0	0	17	0
American Indian/Alaskan Native:	0	0	0	0	0	0	2	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	71	58



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Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	209	58

Female-headed Households: 0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	209
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	209
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2025	The proposed project included the installation of new concrete sidewalk segments where previousl there were none; and the installation of ADA ramps that provide continuous accessibility for the mobility impaired and improved accessibility for pedestrians in general. Improvements included clearing, grubbing, installing 4,718 SF of concrete sidewalks and 2,456 SF concrete driveway approaches.	



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PGM Year: 2025
Project: 0005 - 2025-2026 Micro-Enterprise Culinary Kitchen Activities
IDIS Activity: 133 - 2025-2026 Micro-Enterprise Culinary Kitchen

Status: Completed 6/30/2026 12:00:00 AM

Location: 3185 Willow Ave Clovis, CA 93612-4738

Objective: Create economic opportunities

Outcome: Affordability

Matrix Code: Micro-Enterprise Assistance (18C)

National Objective: LMJ

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 09/19/2025

Description:

CDBG funds are provided to the Clovis Culinary Kitchen to pay for low-income individuals to start a business.

CDBG funds are utilized to pay for space and usage fees at the Culinary Kitchen for low income entrepreneursbusiness owners.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24MC060062	\$30,000.00	\$30,000.00	\$30,000.00
		2025	B25MC060062	\$48,876.98	\$48,876.98	\$48,876.98
	PI			\$8,000.00	\$8,000.00	\$8,000.00
Total	Total			\$86,876.98	\$86,876.98	\$86,876.98

Proposed Accomplishments

Jobs : 15

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	7	2
Black/African American:	0	0	0	0	0	0	3	0
Asian:	0	0	0	0	0	0	1	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	2	1
Asian/Pacific Islander:	0	0	0	0	0	0	0	0



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Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	13	3
Female-headed Households:	0		0		0			
<i>Income Category:</i>								
	Owner	Renter	Total	Person				
Extremely Low	0	0	0	7				
Low Mod	0	0	0	6				
Moderate	0	0	0	0				
Non Low Moderate	0	0	0	0				
Total	0	0	0	13				
Percent Low/Mod	100.0%							

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2025	During the 2025-2026 fiscal year, Clovis Culinary Center provided the following services to qualified CDBG funding recipients: one-on-one business counseling; access to classes focused on business start-up and development, marketing, and financial literacy; access to classes focused on food-related subjects such as food safety, food costing, public vending, and special licensing; access to a fully certified commercial kitchen; assistance and instruction to become compliant and certified with local and state health departments; use of cold and dry storage; access to small, medium, and large-scale vending opportunities including farmers markets, pop-up events, and large community festivals; membership with California Restaurant Association; access to wholesale opportunities; and use of facilities for "ghost kitchen", Door-Dash, Uber Eats, and Grubhub platforms which offer on-demand restaurant meals via delivery service. During this period, Clovis Culinary Center served 13 individual entrepreneur recipients. By the end of the fiscal year, these 13 entrepreneurs had grown their businesses to account for a total of 26 full-time jobs and an additional 42 part-time jobs.	



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PGM Year: 2025
Project: 0008 - 2025-2026 CDBG Program Administration
IDIS Activity: 134 - 2025-2026 CDBG Program Administration

Status: Completed 6/30/2026 12:00:00 AM
Location: ,

Objective:
Outcome:
Matrix Code: General Program Administration (21A) **National Objective:**

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 09/19/2025

Description:

Provide administration to implement the CDBG Program.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2025	B25MC060062	\$140,151.00	\$140,151.00	\$140,151.00
	PI			\$2,000.00	\$2,000.00	\$2,000.00
Total	Total			\$142,151.00	\$142,151.00	\$142,151.00

Proposed Accomplishments

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0



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Female-headed Households:

0

Income Category:

	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



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PGM Year: 2025
Project: 0006 - 2025-2026 MMC Critical Services for Domestic Violence Survivors
IDIS Activity: 135 - 2025-2026 Marjaree Mason Center Critical Services for Domestic Violence Survivors

Status: Completed 6/30/2026 12:00:00 AM
Location: Address Suppressed

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Services for victims of domestic violence, dating violence, sexual assault or stalking (05G)

National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 09/19/2025

Description:

The project will provide services for survivors of domestic violence and their families, by the Marjaree Mason Center (MMC). MMC will also provide community outreach and training for service providers in Clovis.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2025	B25MC060062	\$49,834.58	\$49,834.58	\$49,834.58
Total	Total			\$49,834.58	\$49,834.58	\$49,834.58

Proposed Accomplishments

People (General) : 125

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	118	51
Black/African American:	0	0	0	0	0	0	35	0
Asian:	0	0	0	0	0	0	17	0
American Indian/Alaskan Native:	0	0	0	0	0	0	6	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	2	1
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	136	105
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0



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Total:	0	0	0	0	0	0	314	157
Female-headed Households:	0		0		0			
<i>Income Category:</i>								
	Owner	Renter	Total	Person				
Extremely Low	0	0	0	264				
Low Mod	0	0	0	50				
Moderate	0	0	0	0				
Non Low Moderate	0	0	0	0				
Total	0	0	0	314				
Percent Low/Mod				100.0%				

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2025	CDBG funds were utilized by the Marjaree Mason Center in Clovis to provide support for direct servcies to clients, and for community outreach events to increase awareness and support community partnerships. Direct services were provided to clients residing in the Clovis Safe House as well as in the community and includes case management, SAFE Group, safety planning and legal advocacy. A total of 314 persons were assisted, including 287 adults and 27 children (154 households). Case management was provided through 154 sessions and 18 plans of care were created. MMC staff provided 6 training presentations in Clovis including at 5 community events.	



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PGM Year: 2025
Project: 0007 - 2025-2026 Clovis Senior Center Enrichment Activities
IDIS Activity: 136 - 2025-2026 Clovis Senior Center Enrichment Activities

Status: Completed 6/30/2026 12:00:00 AM
Location: 735 3rd St Clovis, CA 93612-1339

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Senior Services (05A)

National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 09/19/2025

Description:

The project will provide new and enhanced programs, services and classes in order to serve an additional 65 senior citizens at the Clovis Senior Center. The programs vary and will focus on enriching seniors' lives through educational opportunities, movement and exercise, and establishing relationships.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2025	B25MC060062	\$47,035.00	\$47,035.00	\$47,035.00
Total	Total			\$47,035.00	\$47,035.00	\$47,035.00

Proposed Accomplishments

People (General) : 65

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	127	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	13	0
American Indian/Alaskan Native:	0	0	0	0	0	0	2	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	4	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	54	32
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0



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Total:	0	0	0	0	0	0	200	32
Female-headed Households:	0		0		0			
Income Category:								
	Owner	Renter	Total	Person				
Extremely Low	0	0	0	0				
Low Mod	0	0	0	0				
Moderate	0	0	0	200				
Non Low Moderate	0	0	0	0				
Total	0	0	0	200				
Percent Low/Mod				100.0%				

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2025	The Clovis Senior Center utilized CDBG funds to provide services to seniors in Clovis, CA. CDBG funds assisted in extending the Clovis Senior Activity Center's operational hours, and significantly increasing access to services, programs and social opportunities for the senior community. The Center also worked to keep their customers informed by preparing a monthly newsletter which is an essential tool for communication, keeping members informed of programs, services, events and community resources. Center staff also organized a Community Symposium during the program year, which provided sessions on mental health, active living, safety, financial literacy, situational awareness and small-space gardening. Funds were also utilized to expand programming, including the range of classes and workshops offered at the Senior Activity Center. A total of 5,163 unduplicated persons were served during the program year, with an average daily increase in attendance of 33%, from 650 to 850 persons, an addition of 200 persons served.	



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PGM Year: 2025
Project: 0002 - 2025-2026 Ashlan/Helm Alley Improvements
IDIS Activity: 137 - 2025-2026 Ashlan/Helm Alley Improvements

Status: Completed 4/14/2026 12:00:00 AM
Location: Address Suppressed

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Street Improvements (03K)

National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 09/19/2025

Description:

Public Infrastructure improvements to the Alley that runs from Ashlan Avenue west of Helm Avenue, to Helm Avenue.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2025	B25MC060062	\$179,000.00	\$179,000.00	\$179,000.00
Total	Total			\$179,000.00	\$179,000.00	\$179,000.00

Proposed Accomplishments

People (General) : 1,195
Total Population in Service Area: 1,195
Census Tract Percent Low / Mod: 84.10

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2025	This project involves approximately 0.20 miles of alley improvements. Improvements included clearing & grubbing, grinding existing AC pavement and replacing with new 2" AC section, installation of concrete drive approaches, AC speed humps & traffic striping and signage. The project provided an improved alley/street for a low-income neighborhood that previously had sub-standard access. The new area is available for both pedestrians and vehicles.	



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Total Funded Amount:	\$1,117,806.41
Total Drawn Thru Program Year:	\$1,083,974.41
Total Drawn In Program Year:	\$1,022,624.33

Attachment 2

PR 26 – CDBG FINANCIAL SUMMARY REPORT



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PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	298,823.58
02 ENTITLEMENT GRANT	710,759.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	10,000.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	1,019,582.58

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	733,654.75
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	733,654.75
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	142,151.00
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	875,805.75
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	143,776.83

PART III: LOWMOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	733,654.75
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	733,654.75
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: 2023 PY: 2024 PY: 2025
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	96,869.58
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	96,869.58
32 ENTITLEMENT GRANT	710,759.00
33 PRIOR YEAR PROGRAM INCOME	0.00
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	710,759.00
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	13.63%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	142,151.00
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	142,151.00
42 ENTITLEMENT GRANT	710,759.00
43 CURRENT YEAR PROGRAM INCOME	10,000.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	720,759.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	19.72%



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LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

No data returned for this view. This might be because the applied filter excludes all data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

No data returned for this view. This might be because the applied filter excludes all data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	11	130	7185054	Big Dry Creek Improvements at Letterman Park	03F	LMA	\$23,349.42
					03F	Matrix Code	\$23,349.42
2025	2	137	7185054	2025-2026 Ashlan/Helm Alley Improvements	03K	LMA	\$179,000.00
					03K	Matrix Code	\$179,000.00
2025	4	132	7185054	2025-2026 ADA/Sidewalk Accessibility Improvements Citywide	03L	LMC	\$212,000.00
					03L	Matrix Code	\$212,000.00
2025	7	136	7135049	2025-2026 Clovis Senior Center Enrichment Activities	05A	LMC	\$8,382.75
2025	7	136	7174653	2025-2026 Clovis Senior Center Enrichment Activities	05A	LMC	\$38,652.25
					05A	Matrix Code	\$47,035.00
2025	6	135	7135049	2025-2026 Marjaree Mason Center Critical Services for Domestic Violence Survivors	05G	LMC	\$19,913.33
2025	6	135	7153984	2025-2026 Marjaree Mason Center Critical Services for Domestic Violence Survivors	05G	LMC	\$13,708.07
2025	6	135	7184787	2025-2026 Marjaree Mason Center Critical Services for Domestic Violence Survivors	05G	LMC	\$16,213.18
					05G	Matrix Code	\$49,834.58
2024	2	123	7053920	2024-2025 Housing Rehabilitation Program Grants	14A	LMH	\$685.72
2025	1	131	7092907	2025-2026 Housing Rehabilitation Program Grants	14A	LMH	\$11,989.19
2025	1	131	7092909	2025-2026 Housing Rehabilitation Program Grants	14A	LMH	\$46,463.93
2025	1	131	7153984	2025-2026 Housing Rehabilitation Program Grants	14A	LMH	\$13,205.92
2025	1	131	7174653	2025-2026 Housing Rehabilitation Program Grants	14A	LMH	\$36,140.13
2025	1	131	7184787	2025-2026 Housing Rehabilitation Program Grants	14A	LMH	\$27,073.88
					14A	Matrix Code	\$135,558.77
2025	5	133	7077689	2025-2026 Micro-Enterprise Culinary Kitchen	18C	LMJ	\$7,044.12
2025	5	133	7092907	2025-2026 Micro-Enterprise Culinary Kitchen	18C	LMJ	\$11,533.14
2025	5	133	7153984	2025-2026 Micro-Enterprise Culinary Kitchen	18C	LMJ	\$31,962.22
2025	5	133	7174653	2025-2026 Micro-Enterprise Culinary Kitchen	18C	LMJ	\$32,075.94
2025	5	133	7184787	2025-2026 Micro-Enterprise Culinary Kitchen	18C	LMJ	\$4,261.56
					18C	Matrix Code	\$86,876.98
Total							\$733,654.75

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent, prepare for, and respond to Coronavirus	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount
2025	7	136	7135049	No	2025-2026 Clovis Senior Center Enrichment Activities	B25MC060062	EN	05A	LMC	\$8,382.75
2025	7	136	7174653	No	2025-2026 Clovis Senior Center Enrichment Activities	B25MC060062	EN	05A	LMC	\$38,652.25
								05A	Matrix Code	\$47,035.00
2025	6	135	7135049	No	2025-2026 Marjaree Mason Center Critical Services for Domestic Violence Survivors	B25MC060062	EN	05G	LMC	\$19,913.33
2025	6	135	7153984	No	2025-2026 Marjaree Mason Center Critical Services for Domestic Violence Survivors	B25MC060062	EN	05G	LMC	\$13,708.07
2025	6	135	7184787	No	2025-2026 Marjaree Mason Center Critical Services for Domestic Violence Survivors	B25MC060062	EN	05G	LMC	\$16,213.18
								05G	Matrix Code	\$49,834.58
				No	Activity to prevent, prepare for, and respond to Coronavirus					\$96,869.58
Total										\$96,869.58

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG Financial Summary Report
Program Year 2025
CLOVIS , CA

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Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2025	8	134	7077689	2025-2026 CDBG Program Administration	21A		\$35,675.64
2025	8	134	7092907	2025-2026 CDBG Program Administration	21A		\$43,897.34
2025	8	134	7135049	2025-2026 CDBG Program Administration	21A		\$45,625.75
2025	8	134	7153984	2025-2026 CDBG Program Administration	21A		\$16,952.27
Total					21A	Matrix Code	\$142,151.00

Attachment 3

PR 26 – CDBG-CV FINANCIAL SUMMARY REPORT



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG-CV Financial Summary Report
CLOVIS , CA

DATE: 08-19-26
TIME: 10:53
PAGE: 1

PART I: SUMMARY OF CDBG-CV RESOURCES

01 CDBG-CV GRANT	1,245,596.00
02 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
03 FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
04 TOTAL CDBG-CV FUNDS AWARDED	1,245,596.00

PART II: SUMMARY OF CDBG-CV EXPENDITURES

05 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	1,221,169.72
06 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	24,426.28
07 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
08 TOTAL EXPENDITURES (SUM, LINES 05 - 07)	1,245,596.00
09 UNEXPENDED BALANCE (LINE 04 - LINE8)	0.00

PART III: LOWMOD BENEFIT FOR THE CDBG-CV GRANT

10 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
11 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
12 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	1,221,169.72
13 TOTAL LOW/MOD CREDIT (SUM, LINES 10 - 12)	1,221,169.72
14 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 05)	1,221,169.72
15 PERCENT LOW/MOD CREDIT (LINE 13/LINE 14)	100.00%

PART IV: PUBLIC SERVICE (PS) CALCULATIONS

16 DISBURSED IN IDIS FOR PUBLIC SERVICES	1,074,351.14
17 CDBG-CV GRANT	1,245,596.00
18 PERCENT OF FUNDS DISBURSED FOR PS ACTIVITIES (LINE 16/LINE 17)	86.25%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

19 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	24,426.28
20 CDBG-CV GRANT	1,245,596.00
21 PERCENT OF FUNDS DISBURSED FOR PA ACTIVITIES (LINE 19/LINE 20)	1.96%



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG-CV Financial Summary Report
CLOVIS , CA

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LINE 10 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 10

No data returned for this view. This might be because the applied filter excludes all data.

LINE 11 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 11

No data returned for this view. This might be because the applied filter excludes all data.

LINE 12 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 12

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	6	96	6429935	Senior Meals on Wheels Program - CV	05A	LMC	\$241,214.00
			6485973	Senior Meals on Wheels Program - CV	05A	LMC	\$102,534.00
	7	97	6429935	Emergency Housing Payments - CV	05Q	LMC	\$200,000.00
			6485973	Emergency Housing Payments - CV	05Q	LMC	\$500,000.00
	8	110	6778536	Emergency Utility Payments CDBG-CV 2022	05Q	LMC	\$20,584.62
			6821977	Emergency Utility Payments CDBG-CV 2022	05Q	LMC	\$5,589.75
			6881042	Emergency Utility Payments CDBG-CV 2022	05Q	LMC	\$3,743.05
			6947917	Emergency Utility Payments CDBG-CV 2022	05Q	LMC	\$685.72
	11	130	7185054	Big Dry Creek Improvements at Letterman Park	03F	LMA	\$146,818.58
Total							\$1,221,169.72

LINE 16 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 16

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	6	96	6429935	Senior Meals on Wheels Program - CV	05A	LMC	\$241,214.00
			6485973	Senior Meals on Wheels Program - CV	05A	LMC	\$102,534.00
	7	97	6429935	Emergency Housing Payments - CV	05Q	LMC	\$200,000.00
			6485973	Emergency Housing Payments - CV	05Q	LMC	\$500,000.00
	8	110	6778536	Emergency Utility Payments CDBG-CV 2022	05Q	LMC	\$20,584.62
			6821977	Emergency Utility Payments CDBG-CV 2022	05Q	LMC	\$5,589.75
			6881042	Emergency Utility Payments CDBG-CV 2022	05Q	LMC	\$3,743.05
			6947917	Emergency Utility Payments CDBG-CV 2022	05Q	LMC	\$685.72
Total						\$1,074,351.14	

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	9	111	6694033	CDBG-CV Administration 2022-2023	21A		\$1,796.76
			6717106	CDBG-CV Administration 2022-2023	21A		\$1,629.62
			6740733	CDBG-CV Administration 2022-2023	21A		\$2,716.03
			6782147	CDBG-CV Administration 2022-2023	21A		\$2,507.11
			6821977	CDBG-CV Administration 2022-2023	21A		\$334.28
			6881042	CDBG-CV Administration 2022-2023	21A		\$947.53
			6947917	CDBG-CV Administration 2022-2023	21A		\$335.31



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
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CLOVIS , CA

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Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	9	111	7009317	CDBG-CV Administration 2022-2023	21A		\$9,772.35
			7023249	CDBG-CV Administration 2022-2023	21A		\$4,387.29
Total							\$24,426.28

Attachment 4

ALL PUBLIC NOTICES

P.O. Box 126
Fresno, CA 93707
Telephone (559) 490-3400

(Space Below for use of County Clerk only)

IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA

NOTICE OF PUBLIC COMMENT PERIOD AND
NOTICE OF PUBLIC HEARING
2025-2026 CITY OF CLOVIS
CONSOLIDATED ANNUAL PERFORMANCE AND
EVALUATION REPORT

Available for public review/comment
August 21, 2026 and ending on
September 8, 2026 at 4:30pm

**DECLARATION OF PUBLICATION
(2015.5 C.C.P.)**

MISC. NOTICE

STATE OF CALIFORNIA

COUNTY OF FRESNO

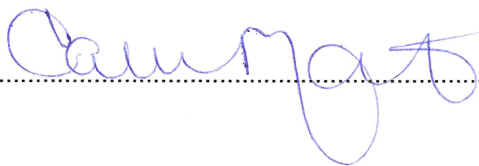
I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of **THE BUSINESS JOURNAL** published in the city of Fresno, County of Fresno, State of California, Monday, Wednesday, Friday, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Fresno, State of California, under the date of March 4, 1911, in Action No.14315; that the notice of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

AUGUST 21, 2026

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed at Fresno, California,

AUGUST 21, 2026

ON



NOTICE OF PUBLIC COMMENT PERIOD AND
NOTICE OF PUBLIC HEARING
2025-2026 CITY OF CLOVIS
CONSOLIDATED ANNUAL PERFORMANCE AND
EVALUATION REPORT

The City of Clovis will have copies of the draft 2025-26 Consolidated Annual Performance and Evaluation Report (CAPER) for the federally funded Community Development Block Grant Program (CDBG) available for public review and comment starting on August 21, 2026, and ending on September 8, 2026, 4:30 P.M., at the following locations:
Clovis City Hall: 1033 Fifth Street, Clovis, CA 93612
Clovis Senior Center: 735 Third Street, Clovis, CA 93612
Clovis Transit Center: 785 Third Street, Clovis, CA 93612
Fresno County Public Library in Clovis: 1155 Fifth Street, Clovis, CA 93612
Clovis Recreational Center: 3495 Clovis Ave., Clovis, CA 93612
City of Clovis Web Site: <https://www.cityofclovis.com/affordablehousing>
City of Clovis social media sites, such as: Facebook, Instagram, and NextDoor

** All of the above facilities are readily accessible to individuals with mobility impairments.

A public hearing will be held on September 8, 2026, at 6:00 p.m. in the City of Clovis Council Chambers located at 1033 Fifth Street in Clovis to review and discuss approval of the CAPER. The facility is readily accessible to individuals with mobility impairments.

By this notice, the City of Clovis invites parties that have an interest or may be impacted by the activities discussed in the report, to submit a written comment in-person, via telephone, via mail or e-mail (see contact information below) and/or attend the Public Hearing to provide their views and comments. Citizen participation is considered an important element of the CAPER process and is encouraged by the U.S. Department of HUD to receive and incorporate public comments into its planning and review process. All comments received before

4:30 P.M. on September 8, 2026, at the addresses below, and those made at the public hearing, will be considered and included as an attachment in the CAPER document.

Citizens and groups are encouraged to submit written or verbal comment concerning the CAPER and the CDBG Program by contacting: Claudia Cázares, Housing Program Manager, 1033 Fifth Street, Clovis, CA 93612. Ms. Cázares may also be contacted at (559) 324-2094, or via email at claudiac@clovisca.gov, Monday through Friday, from 8:00 A.M. to 4:30 P.M.

Accessibility and Language Services: If you require reasonable accommodation or need language assistance, translation services or interpretation services to participate in this meeting, or to submit public comment, please contact Claudia Cázares at (559) 324-2094. Notification of 48-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.

NOTICE OF NON DISCRIMINATION:

It is the policy of the City of Clovis to not discriminate on the basis of race, color, national origin, religion, sex, and sexual preference. If you have a complaint or concern, please contact the City of Clovis 504 Program Coordinator at (559) 324-2060.

Need Assistance Contacting the City of Clovis? California Relay Service provides specially trained Communication Assistants to relate conversations between deaf, hard of hearing, or speech-loss individual and people who use a standard telephone. You can use this service to contact the City of Clovis by dialing 711.

This notice is available in Spanish and/or Hmong by contacting our offices at (559) 324-2060. Esta notificación está disponible en español llamando al (559) 324-2060. Si usted requiere servicios de interpretación

traducción favor de llamar a Claudia
Cázares al (559) 324-2094. Yog xav
tau daim ntawv Hmoob hu rau peb
qhov chaw ua hauj lwm ntawm (559)
324-2060. Yog koj xav tau kev pab
txhais lus thov hu rau (559) 324-2060.
08/21/2026

P.O. Box 126
Fresno, CA 93707
Telephone (559) 490-3400

(Space Below for use of County Clerk only)

IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA

AVISO DE PERIODO DE COMENTARIOS PÚBLICOS Y
AUDIENCIA PÚBLICA
DEL INFORME DE LA CIUDAD DE CLOVIS TOCANTE EL
REPORTE CONSOLIDADO DE RENDIMIENTO Y
EVALUACIÓN (CAPER) DEL PERIODO 2025-2026

Available for public review/comment
August 21, 2026 and ending on
September 8, 2026 at 4:30pm

DECLARATION OF PUBLICATION
(2015.5 C.C.P.)

MISC. NOTICE

STATE OF CALIFORNIA

COUNTY OF FRESNO

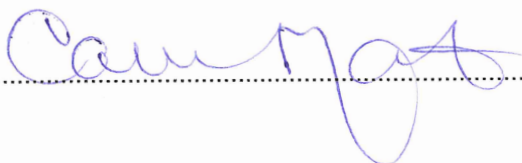
I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of **THE BUSINESS JOURNAL** published in the city of Fresno, County of Fresno, State of California, Monday, Wednesday, Friday, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Fresno, State of California, under the date of March 4, 1911, in Action No.14315; that the notice of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

AUGUST 21, 2026

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed at Fresno, California,

AUGUST 21, 2026

ON



AVISO DE PERIODO DE COMENTARIOS PÚBLICOS Y AUDIENCIA PÚBLICA DEL INFORME DE LA CIUDAD DE CLOVIS TOCANTE EL REPORTE CONSOLIDADO DE RENDIMIENTO Y EVALUACIÓN (CAPER) DEL PERIODO 2025-2026

La ciudad de Clovis tendrá copias disponibles del Reporte Consolidado de Rendimiento y Evaluación ("CAPER" en inglés) del año 2025-2026 tocante el programa federal de Subvención en Bloque para el Desarrollo Comunitario ("CDBG" en inglés) para revisión pública y remitir comentarios públicos, empezando el 21 de agosto, 2026, hasta el 8 de septiembre, 2026, 4:30 p.m., en los siguientes sitios:

· Ayuntamiento de Clovis: 1033 Fifth Street, Clovis, CA 93612
· Centro de Personas de Tercera Edad de Clovis: 735 Third Street, Clovis, CA 93612
· Centro de Tránsito de Clovis: 785 Third Street, Clovis, CA 93612
· Biblioteca Pública del Condado de Fresno en Clovis: 1155 Fifth Street, Clovis, CA 93612
· Centro Recreativo de Clovis: 3495 Clovis Avenue, Clovis, CA 93612
Sitio Web de la Ciudad de Clovis: <https://www.cityofclovis.com/affordablehousing>

· Ciudad de Clovis sitios de medios sociales, tales como: Facebook, Instagram y NextDoor

**Todas las instalaciones anteriores son fácilmente accesibles para las personas con discapacidades de movilidad.

Habrà una audiencia pública el 8 de septiembre, 2026, a las 6:00 p.m. en la cámara del Concilio de la Ciudad de Clovis situada en 1033 5th St., Clovis, para revisar y consultar tocante la aprobación del CAPER. Esta instalación es fácilmente accesible para personas con discapacidades de movilidad.

Mediante este aviso, la ciudad de Clovis invita a personas o grupos que tengan interés en el reporte o puedan verse afectadas por las actividades tratadas en el informe, a presentar un comentario por escrito en persona, por teléfono, por correo o por correo electrónico (véase la información de contacto más abajo) y/o asistir a la audiencia pública para aportar sus opiniones y comentarios. La participación ciudadana se considera un elemento importante del proceso del CAPER y el Departamento de Vivienda y Desarrollo Urbano ("HUD" en inglés) recomienda que la ciudad de Clovis revise y incorpore comentarios públicos en su proceso de planificación y revisión del CAPER. Todos los comentarios sometidos antes de las 4:30 p.m. del 8 de septiembre de 2026, en las direcciones indicadas a continuación, y los comentarios realizados en la audiencia pública, serán considerados e incluidos como anexo en el documento CAPER.

Comentarios del Público
Residentes y grupos son invitados a someter comentarios escritos ó orales tocante el CAPER y el programa CDBG comunicándose con: Claudia Cázares, Supervisora de Programas de Viviendas, 1033 Fifth Street, Clovis, CA 93612. La Sra. Cázares a la vez puede ser contactada al (559) 324-2094, o por correo electrónico a claudiac@clovisca.gov, de lunes a viernes, de 8:00 A.M. a 4:30 P.M.

Accesibilidad y Servicios de Traducción

Si usted requiere adaptaciones razonables, o requiere asistencia en otro idioma, de traducción o interpretación para participar en esta reunión, o para proveer comentario, favor de contactar a Claudia Cázares al (559) 324-2094. Notificación de 48 horas antes de la reunión permitirá a la ciudad para hacer los arreglos razonables para garantizar la accesibilidad.

AVISO DE NO DISCRIMINACIÓN:

Es política de la Ciudad de Clovis no discriminar por motivos de raza, color, origen nacional, religión, sexo o preferencia sexual. Si tiene alguna queja o inquietud, comuníquese con el Coordinador del Programa 504 de la Ciudad de Clovis al (559) 324-2060.

¿Necesita asistencia contactando la Ciudad de Clovis?

El programa de Servicio de Re-Transmisión de California le puede proveer Asistencia de Comunicación especialmente capacitada para transmitir comunicaciones entre personas sordas, los que sufren de ensordecimiento, personas sordomudas y los que usan teléfonos fijos. Puedes usar este servicio para contactar a la Ciudad de Clovis al marcar al 711.

08/21/2026

P.O. Box 126
Fresno, CA 93707
Telephone (559) 490-3400

(Space Below for use of County Clerk only)

IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA

CEEB TOOM TXOG LUB NCUA SIJHAWM MUAB LUS TAWM
TSWV YIM NTAWM SAWV DAWS THIAB CEEB TOOM TXOG
LUB ROOJ TXIAV TXIM RAU SAWV DAWS

NROOG CLOVIS XYOO 2025-2026

Available for public review/comment
August 21, 2026 and ending on
September 8, 2026 at 4:30pm

**DECLARATION OF PUBLICATION
(2015.5 C.C.P.)**

MISC. NOTICE

STATE OF CALIFORNIA

COUNTY OF FRESNO

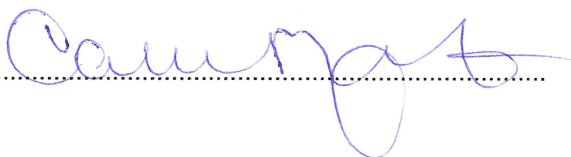
I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of **THE BUSINESS JOURNAL** published in the city of Fresno, County of Fresno, State of California, Monday, Wednesday, Friday, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Fresno, State of California, under the date of March 4, 1911, in Action No.14315; that the notice of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

AUGUST 21, 2026

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed at Fresno, California,

AUGUST 21, 2026

ON



ntawm kev txav mus los.
Yuav teeb tsa kom muaj ib lub roo txiav txim rau sawv daws nyob rau lub Cuaj Hli Ntuj tim 8, 2026, thaum 6:00 p.m. hauv cov Chav Sib Tham Hauv Xab Pha Nroog Clovis uas nyob rau ntawm Txoj Kev Thib Tsib 1033 hauv Clovis txhawm rau ntsuam xyuas thia sib tham txog kev pom zoo ntawm CAPER. Qhov chaw ntawd yog qhov chaw uas nkag tau rau cov neeg ua: muaj kev tsis taus ntawm kev txav mus los.
Hauv Tseb Ceeb Toom no, lub Nroog Clovis yuav caw cov pab pawg ua muaj kev txaus siab los sis tej zaum yuav raug cuam tshuam los ntawm cov dej num uas muab tham rau hauv tsab ntawv ceeb toom ntawd, txhawm rau xa ib tsab ntawv muab lus tawm tswv yim ntawm tus kheej kiag, raw xov tooj, raws kev xa ntawv los sis e-mail (saib cov xov xwm tiv tauj hauv qab no) thiab/los sis koom lub Rooj Txiaiv Txim Rau Sawv Daws txhawm rau muab lawv cov lus kev xam por thiab lus tawm tswv yim. Kev nka koom ntawm pej xeem xam tias yo ib yam tseem ceeb ntawm tus txheer txheem ntawm CAPER thiab tau txai kev txhawb siab los ntawm lub Tse Haujlwm Saib Xyuas HUD hauv Te Chaws Mes Kas kom tau txais thia suav sau cov lus tawm tswv yim ntawm sawv daws nkag rau hauv nw qhov kev npaj thiab tus txheer txheer kev ntsuam xyuas. Txhua yam lu tawm tswv yim uas tau txais ua nte thaum 4:30 P.M. nyob rau lub Cuaj Hli Ntuj tim 8, 2026, ntawm cov chav nyob hauv qab no, thiab cov lus tawm tswv yim uas muaj nyob rau ntawm lub rooj txiav txim rau sawv daws, yo yam uas yuav tau muab xav txog thia muab xam nkag raws li yog ib yam uas muab tso nroog rau hauv cov ntawm CAPER.
Lus Tawm Tswv Yim Ntawm Saw Daws

Xav txhawb kom cov pej xeeb thiab cov pab pawg xa cov lus tawm tswv yim ua ntawv sau los sis ua lus hais txog ntawm CAPER thiab lub Phiaj Xwm CDBG los ntawm kev tiv tauj rau: Claudia Cázares, Tus Thawj Tswj Hwm Vaj Tse, 1033 Fifth Street, Clovis, CA 93612. Thiab kuj tseem tuaj yeem tiv tauj tau rau Ms. Cázares ntawm (559) 324-2094, los sis raws email ntawm claudiac@clovisca.gov, hnuv Monday txog hnuv Friday, txij thaum 8:00 A.M. mus txog rau 4:30 P.M.

Cov Kev Pab Cuam Txog Hauv Kev Nkag thiab Hom Lus

Yog tias koj yuav tsum tau muaj kev pab ua kom yooj yim raws qhov tsim nyog los sis tsim nyog muaj kev pab txog hom lus, kev pab cuam txhais ntaub ntawv los sis kev pab txhais lus kom koom tau rau hauv lub rooj sab laj no, los sis xa lus tawm tswv yim ntawm sawv daws, ces thov caw tiv tauj rau Claudia Cazaes ntawm (559) 324-2094. Kev ceeb toom 48 teev ua ntej yuav txog lub rooj sab laj yuav pab ua rau lub Nroog tsim tau cov kev npaj raws qhov tsim nyog kom ntseeg tau hais tias sawv daws nkag tau rau.

CEEB TOOM TXOG KEV TSIS SIB CAIS:

Nws yog txoj cai txhawb ntawm lub Nroog Clovis kom tsis txhob muaj kev sib cais raws haiv neeg, xim nqaij, keeb kwm haiv neeg, kev ntseeg, poj niam txiv neej, thiab kev nyiam rau sab poj niam txiv neej. Yog tias koj muaj lus tsis txaus siab los sis kev txhawj xeeb dab tsi, ces thov caw tiv tauj rau tus Neeg Cev Ncauj Cev Lus Txog Lub Phiaj Xwm 504 Hauv Nroog Clovis ntawm (559) 324-2060.

Puas Yog Xav Tau Kev Pab Tiv Tauj rau lub Nroog Clovis? Lub Chaw Pab Cuam Txog Kev Hloov Pauv Hauv California yuav muab cov Neeg Pab Txuas Lus uas tau txais kev cob qhia tshwj xeeb los rau cov kev sib tham hloov pauv rau cov neeg lag ntseg, tsis hnov lus zoo, los sis hais lus tsis tau thiab cov neeg uas siv lub xov tooj raws qauv Koj tuaj yeem siv qhov kev pab cuam no los tiv tauj rau lub Nroog Clovis los ntawm qhov hu rau 711.

08/21/2026

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
	IPL0366733	Legal Ad - IPL0366733		2.0	148.0L

ATTENTION: City of Clovis
1033 Fifth Street
Clovis, CA 93612
claudiac@clovisca.gov

COUNTY OF FRESNO
STATE OF CALIFORNIA

The undersigned states:
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The Fresno Bee is a daily e-Edition and printed newspaper of general circulation now published, and on all-the-dates herein stated was published in the City of Fresno, County of Fresno, and has been adjudged a newspaper of general circulation by the Superior Court of the County of Fresno, State of California, under the date of November 28, 1994, Action No. 520058-9.

The undersigned is and on all dates herein mentioned was a citizen of the United States, over the age of twenty-one years, and is the principal clerk of the printer and publisher of said newspaper; and that the notice, a copy of which is hereto annexed, marked Exhibit A, hereby made a part hereof, was published in The Fresno Bee in each issue thereof (in type not smaller than nonpareil), on the following dates.

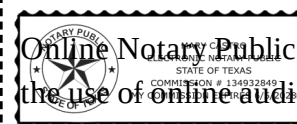
1.0 insertion(s) published on:
08/21/26 Print

[Print Tearsheet Link](#)

[Marketplace Link](#)

Julie Ambry

Sworn to and subscribed before
me on Aug 21, 2026, 10:38 AM ED



This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

PUBLIC NOTICE

NOTICE OF PUBLIC COMMENT PERIOD AND NOTICE OF PUBLIC HEARING 2025-2026 CITY OF CLOVIS CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

The City of Clovis will have copies of the draft 2025-26 Consolidated Annual Performance and Evaluation Report (CAPER) for the federally funded Community Development Block Grant Program (CDBG) available for public review and comment starting on August 21, 2026, and ending on September 8, 2026, 4:30 PM., at the following locations:

- Clovis City Hall: 1033 Fifth Street, Clovis, CA 93612
- Clovis Senior Center: 735 Third Street, Clovis, CA 93612
- Clovis Transit Center: 785 Third Street, Clovis, CA 93612
- Fresno County Public Library in Clovis: 1155 Fifth Street, Clovis, CA 93612
- Clovis Recreational Center: 3495 Clovis Ave., Clovis, CA 93612
- City of Clovis Web Site: <https://www.cityofclovis.com/affordablehousing>
- City of Clovis social media sites, such as: Facebook, Instagram, and NextDoor

** All of the above facilities are readily accessible to individuals with mobility impairments.

A public hearing will be held on September 8, 2026, at 6:00 p.m. in the City of Clovis Council Chambers located at 1033 Fifth Street in Clovis to review and discuss approval of the CAPER. The facility is readily accessible to individuals with mobility impairments.

By this notice, the City of Clovis invites parties that have an interest or may be impacted by the activities discussed in the report, to submit a written comment in-person, via telephone, via mail or e-mail (see contact information below) and/or attend the Public Hearing to provide their views and comments. Citizen participation is considered an important element of the CAPER process and is encouraged by the U.S. Department of HUD to receive and incorporate public comments into its planning and review process. All comments received before 4:30 PM. on September 8, 2026, at the addresses below, and those made at the public hearing, will be considered and included as an attachment in the CAPER document.

Public Comment

Citizens and groups are encouraged to submit written or verbal comments concerning the CAPER and the CDBG Program by contacting: Claudia Cázares, Housing Program Manager, 1033 Fifth Street, Clovis, CA 93612. Ms. Cázares may also be contacted at (559) 324-2094, or via email at claudiac@clovisca.gov, Monday through Friday, from 8:00 A.M. to 4:30 P.M.

Accessibility and Language Services

If you require reasonable accommodation or need language assistance, translation services or interpretation services to participate in this meeting, or to submit public comment, please contact Claudia Cázares at (559) 324-2094. Notification of 48-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.

NOTICE OF NON-DISCRIMINATION:

It is the policy of the City of Clovis to not discriminate on the basis of race, color, national origin, religion, sex, and sexual preference. If you have a complaint or concern, please contact the City of Clovis 504 Program Coordinator at (559) 324-2060.

Need Assistance Contacting the City of Clovis? California Relay Service provides specially trained Communication Assistants to relay conversations between deaf, hard of hearing, or speech-loss individuals and people who use a standard telephone. You can use this service to contact the City of Clovis by dialing 711.

This notice is available in Spanish and/or Hmong by contacting our offices at (559) 324-2060. Esta notificación está disponible en español llamando al (559) 324-2060. Si usted requiere servicios de interpretación o traducción favor de llamar a Claudia Cázares al (559) 324-2094. Yog xav tau daim ntawv Hmoob hu rau peb qhov chaw ua hauj lwm ntawm (559) 324-2060. Yog koj xav tau kev pab txhais lus thov hu rau (559) 324-2060.

IPL0366733
Aug 21 2026

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
	IPL0366736	Legal Ad - IPL0366736		2.0	154.0L

ATTENTION: City of Clovis
1033 Fifth Street
Clovis, CA 93612
claudiac@clovisca.gov

PUBLIC NOTICE

AVISO DE PERIODO DE COMENTARIOS PUBLICOS Y AUDIENCIA PUBLICA DEL INFORME DE LA CIUDAD DE CLOVIS TOCANTE EL REPORTE CONSOLIDADO DE RENDIMIENTO Y EVALUACIÓN (CAPER) DEL PERIODO 2025-2026

La ciudad de Clovis tendrá copias disponibles del Reporte Consolidado de Rendimiento y Evaluación ("CAPER" en ingles) del año 2025-2026 tocante el programa federal de Subvención en Bloque para el Desarrollo Comunitario ("CDBG" en ingles) para revisión pública y remitir comentarios públicos, empezando el 21 de agosto, 2026, hasta el 8 de septiembre, 2026, 4:30 p.m., en los siguientes sitios:

- Ayuntamiento de Clovis: 1033 Fifth Street, Clovis, CA 93612
- Centro de Personas de Tercera Edad de Clovis: 735 Third Street, Clovis, CA 93612
- Centro de Tránsito de Clovis: 785 Third Street, Clovis, CA 93612
- Biblioteca Pública del Condado de Fresno en Clovis: 1155 Fifth Street, Clovis, CA 93612
- Centro Recreativo de Clovis: 3495 Clovis Avenue, Clovis, CA 93612
- Sitio Web de la Ciudad de Clovis: <https://www.cityofclovis.com/affordable-housing>
- Ciudad de Clovis sitios de medios sociales, tales como: Facebook, Instagram y NextDoor

**Todas las instalaciones anteriores son fácilmente accesibles para las personas con discapacidades de movilidad.

Habrà una audiencia pública el 8 de septiembre, 2026, a las 6:00 p.m. en la cámara del Concilio de la Ciudad de Clovis situada en 1033 5th St., Clovis, para revisar y consultar tocante la aprobación del CAPER. Esta instalación es fácilmente accesible para personas con discapacidades de movilidad.

Mediante este aviso, la ciudad de Clovis invita a personas o grupos que tengan interés en el reporte o puedan verse afectadas por las actividades tratadas en el informe, a presentar un comentario por escrito en persona, por teléfono, por correo o por correo electrónico (véase la información de contacto más abajo) y/o asistir a la audiencia pública para aportar sus opiniones y comentarios. La participación ciudadana se considera un elemento importante del proceso del CAPER y el Departamento de Vivienda y Desarrollo Urbano ("HUD" en ingles) recomienda que la ciudad de Clovis revise y incorpore comentarios públicos en su proceso de planificación y revisión del CAPER. Todos los comentarios sometidos antes de las 4:30 p.m. del 8 de septiembre de 2026, en las direcciones indicadas a continuación, y los comentarios realizados en la audiencia pública, serán considerados e incluidos como anexo en el documento CAPER.

Comentarios del Público

Residentes y grupos son invitados a someter comentarios escritos ó orales tocante el CAPER y el programa CDBG comunicándose con: Claudia Cázares, Supervisora de Programas de Viviendas, 1033 Fifth Street, Clovis, CA 93612. La Sra. Cázares a la vez puede ser contactada al (559) 324-2094, o por correo electrónico a claudiac@clovisca.gov, de lunes a viernes, de 8:00 A.M. a 4:30 P.M.

Accesibilidad y Servicios de Traducción

Si usted requiere adaptaciones razonables, o requiere asistencia en otro idioma, de traducción o interpretación para participar en esta reunión, o para proveer comentario, favor de contactar a Claudia Cazares al (559) 324-2094. Notificación de 48 horas antes de la reunión permitirá a la ciudad para hacer los arreglos razonables para garantizar la accesibilidad.

AVISO DE NO DISCRIMINACIÓN:

Es póliza de la Ciudad de Clovis no discriminar por motivos de raza, color, origen nacional, religión, sexo o preferencia sexual. Si tiene alguna queja o inquietud, comuníquese con el Coordinador del Programa 504 de la Ciudad de Clovis al (559) 324-2060.

¿Necesita asistencia contactando la Ciudad de Clovis?

El programa de Servicio de Re-Transmisión de California le puede proveer Asistencia de Comunicación especialmente capacitada para transmitir comunicaciones entre personas sordas, los que sufren de ensordecimiento, personas sordomudas y los que usan teléfonos fijos. Puedes usar este servicio para contactar a la Ciudad de Clovis al marcar al 711.

IPL0366736
Aug 21 2026

COUNTY OF FRESNO
STATE OF CALIFORNIA

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The undersigned is and on all dates herein mentioned was a citizen of the United States, over the age of twenty-one years, and is the principal clerk of the printer and publisher of said newspaper; and that the notice, a copy of which is hereto annexed, marked Exhibit A, hereby made a part hereof, was published in The Fresno Bee in each issue thereof (in type not smaller than nonpareil), on the following dates.

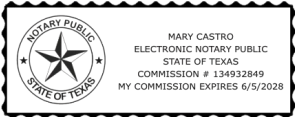
1.0 insertion(s) published on:
08/21/26 Print

[Print Tearsheet Link](#)

[Marketplace Link](#)

Julie Ambry

Sworn to and subscribed before me on Aug 21, 2026, 10:38 AM ED



Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNIXI

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
	IPL0366738	Legal Ad - IPL0366738		2.0	176.0L

ATTENTION: City of Clovis
1033 Fifth Street
Clovis, CA 93612
claudiac@clovisca.gov

COUNTY OF FRESNO
STATE OF CALIFORNIA

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1.0 insertion(s) published on:
08/21/26 Print

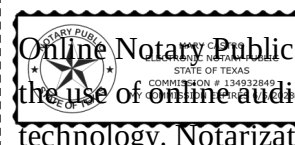
[Print Tearsheet Link](#)

[Marketplace Link](#)

Julie Ambry

Sworn to and subscribed before
me on

Aug 21, 2026, 10:38 AM ED



This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

PUBLIC NOTICE

CEEB TOOM TXOG LUB NCUA SJHAWM MUAB LUS TAWM TSWV YIM NTAWM SAWV DAWS THAB CEEB TOOM TXOG LUB ROOJ TXIAV TXIM RAU SAWV DAWS NROOG CLOVIS XYOO 2025-2026 TSAB NTAWV CEEB TOOM TXOG KEV UA HAUJLWM THAB KEV NTSUAM XYUAS TXUM XYOO SIB SAU UA KE
Lub Nroog Clovis yuav ua kom muaj cov luam qauv ntawm tsab Ntawv Ceeb Toom Txog Kev Ua Haujlwm thiab Kev Ntsuam Xyuas Txum Xyoo Sib Sau Ua Ke (Consolidated Annual Performance and Evaluation Report, CAPER) ntawm lub xyoo 2025-26 uas yog tsab qauv rau lub Phiaj Xwm Pab Nyiaj Tsim Kho Zej Zog (Community Development Block Grant Program, CDBG) uas tau txais kev pab nyiaj los ntawm tsoom fww teb chaws rau sawv daws saib thiab muab lus tawm tswv yim pib txij lub Yim Hli Ntuj tim 21, 2026 thiab xaus rau lub Cuaj Hli Ntuj tim 8, 2026, thaum 4:30 P.M., nyob rau cov chaw hauv qab no:

- Lub Tsev Sab Laj Nyob Nroog Clovis: 1033 Fifth Street, Clovis, CA 93612
- Lub Tsev Laus Nyob Nroog Clovis: 735 Third Street, Clovis, CA 93612
- Lub Chaw Thauj Mus Los Nyob Nroog Clovis: 785 Third Street, Clovis, CA 93612
- Lub Tsev Qiv Ntawv Rau Sawv Daws Nyob Cheeb Nroog Fresno hauv Nroog Clovis: 1155 Fifth Street, Clovis, CA 93612
- Lub Chaw Ua Si Nyob Nroog Clovis: 3495 Clovis Ave., Clovis, CA 93612
- Nroog Clovis Lub Vev Xaib: <https://www.cityofclovis.com/affordablehousing>
- Cov chaw tshaj xov zej tsoom hauv Nroog Clovis, xws li: Facebook, Instagram, thiab NextDoor

** Tag nrho cov chaw saum toj no puav leej yog cov uas nkag tau lawm rau cov neeg uas muaj kev tsis taus ntawm kev txav mus los.

Yuav teeb tsa kom muaj ib lub rooj txiav txim rau sawv daws nyob rau lub Cuaj Hli Ntuj tim 8, 2026, thaum 6:00 p.m. hauv cov Chav Sib Tham Hauv Xab Pha Nroog Clovis uas nyob rau ntawm Txoj Kev Thib Tsiab 1033 hauv Clovis bhwam rau ntsuam xyuas thiab sib tham bxog kev pom zoo ntawm CAPER. Qhov chaw ntawd yog qhov chaw uas nkag tau rau cov neeg uas muaj kev tsis taus ntawm kev txav mus los.

Hauv Tsab Ceeb Toom no, lub Nroog Clovis yuav caw cov pab pawg uas muaj kev txaus siab los sis tej zaub yuav raug cuam tshuam los ntawm cov dej num uas muab them rau hauv tsab ntawm ceeb toom ntawd, bhwam rau xa ib tsab ntawm muab lus tawm tswv yim ntawm tus kheej kiag, raws xov toj, raws kev xa ntawv los sis e-mail (saib cov xov xwm tiv tauj hauv qab no) thiab/los sis koom lub Rooj Txiaj Txim Rau Sawv Daws bhwam rau muab lawv cov lus kev xam pom thiab lus tawm tswv yim. Kev nkag koom ntawm pej xeem xam tias yog ib yam tseem ceeb ntawm tus bheej bheem ntawm CAPER thiab tau txais kev bhwab siab los ntawm lub Tsev Haujlwm Saib Xyuas HUD hauv Teb Chaws Mes Kas kom tau txais thiab suav sau cov lus tawm tswv yim ntawm sawv daws nkag rau hauv nws qhov kev npaj thiab tus bheej bheem kev ntsuam xyuas. Txhua yam lus tawm tswv yim uas tau txais ua ntej thaum 4:30 P.M. nyob rau lub Cuaj Hli Ntuj tim 8, 2026, ntawm cov chaw nyob hauv qab no, thiab cov lus tawm tswv yim uas muaj nyob rau ntawm lub rooj txiav txim rau sawv daws, yog yam uas yuav tau muab xav bxog thiab muab xam nkag raws li yog ib yam uas muab tso nroog rau hauv cov ntaub ntawv CAPER.

Lus Tawm Tswv Yim Ntawm Sawv Daws

Xav bhwab kom cov pej xeem thiab cov pab pawg xa cov lus tawm tswv yim ua ntawv sau los sis ua lus hais bxog ntawm CAPER thiab lub Phiaj Xwm CDBG los ntawm kev tiv tauj rau: Claudia Cázares, Tus Thawj Tswj Hwm Vaj Tse, 1033 Fifth Street, Clovis, CA 93612. Thiab kuj tseem tuaj yeem tiv tauj rau Ms. Cázares ntawm (559) 324-2094, los sis raws email ntawm claudiac@clovisca.gov, hnub Monday bxog hnub Friday, txij thaum 8:00 A.M. mus bxog rau 4:30 P.M.

Cov Kev Pab Cuam Txog Hauv Kev Nkag thiab Hom Lus

Yog tias koj yuav tsum tau muaj kev pab ua kom yooj yim raws qhov tsim nyog los sis tsim nyog muaj kev pab bxog hom lus, kev pab cuam txais ntaub ntawv los sis kev pab txais lus kom koom tau rau hauv lub rooj sab laj no, los sis xa lus tawm tswv yim ntawm sawv daws, ces thov caw tiv tauj rau Claudia Cázares ntawm (559) 324-2094. Kev ceeb toom 48 teev ua ntej yuav bxog lub rooj sab laj yuav pab ua rau lub Nroog tsim tau cov kev npaj raws qhov tsim nyog kom ntseeg tau hais tias sawv daws nkag tau rau.

CEEB TOOM TXOG KEV TSIS SIB CAIS:

Nws yog txoj cai bhwab ntawm lub Nroog Clovis kom tsis txhob muaj kev sib cais raws haiv neeg, xim nqaij, keeb kwim haiv neeg, kev ntseeg, poj niam btxv nee, thiab kev nylam rau sab poj niam btxv nee. Yog tias koj muaj lus tsis btaus siab los sis kev bhwab xeeb dab tsi, ces thov caw tiv tauj rau tus Neeg Cev Ncauj Cev Lus Txog Lub Phiaj Xwm 504 Hauv Nroog Clovis ntawm (559) 324-2060.

Puas Yog Xav Tau Kev Pab Tiv Tauj rau lub Nroog Clovis?

Lub Chaw Pab Cuam Txog Kev Hloov Pauv Hauv California yuav muab cov Neeg Pab Txuas Lus uas tau txais kev cob ghia tshwj xeeb los rau cov kev sib tham hloov pauv rau cov neeg lag ntseeg, tsis hnob lus zoo, los sis hais lus tsis tau thiab cov neeg uas siv lub xov toj raws qauv Koj tuaj yeem siv qhov kev pab cuam no los tiv tauj rau lub Nroog Clovis los ntawm qhov hu rau 711. IPL0366738 Aug 21 2026

AFFORDABLE HOUSING

2025-2026 CDBG PERFORMANCE REPORT (CAPER) AVAILABLE FOR PUBLIC REVIEW

[CLICK HERE FOR LINK TO REPORT](#)

SPANISH AND HMONG TRANSLATION BELOW

REQUEST FOR PUBLIC REVIEW AND COMMENTS FOR THE CITY OF CLOVIS 2025-2026 CDBG PROGRAM CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER). PUBLIC HEARING ANNOUNCEMENT: CITY COUNCIL MEETING, SEPTEMBER 8, 2026, 6:00 P.M.

The City of Clovis will have copies of the draft 2025-26 Consolidated Annual Performance and Evaluation Report (CAPER) for the federal funded Community Development Block Grant Program (CDBG) available for public review and comment starting on August 21, 2026, and ending on September 8, 2026, 4:30 P.M., at the following locations: https://www.clovisca.gov/services/affordable_housing/, Clovis City Hall, Clovis Senior Center, Clovis Transit Center, Fresno County Public Library in Clovis, and Clovis Recreational Center. A public hearing will be held on September 8, 2025, at 6:00 p.m. in the City of Clovis Council Chambers located at 1033 Fifth Street in Clovis to review and discuss approval of the CAPER. The facility is readily accessible to individuals with mobility impairments. Citizens and groups are encouraged to submit written or verbal comments concerning the CAPER and the CDBG Program by contacting: Claudia Cázares, Housing Program Manager, 1033 Fifth Street, Clovis, CA 93612. Ms. Cázares may also be contacted at (559) 324-2094, or via email at claudiac@clovisca.gov, Monday through Friday, from 8:00 A.M. to 4:30 P.M. This notice is available in Spanish and/or Hmong by contacting our offices at (559) 324-2060. Esta notificación está disponible en español llamando al (559) 324-2060. Yog xav tau daim ntawv Hmoob hu rau peb qhov chaw ua hauj lwmm ntawm (559) 324-2060.

INVITACIÓN PARA REVISIÓN PÚBLICA Y COMENTARIOS: 2025-2026 CDBG REPORTE CONSOLIDADO DE RENDIMIENTO Y EVALUACIÓN (CAPER) AUDIENCIA PÚBLICA: JUNTA DEL CONCILIO DE CLOVIS, 8 DE SEPTIEMBRE, 2026, 6:00 P.M.

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PEJ XEEM LUB ROOJ SIB HAIS THIAB TAWM SUAB: TSOOM FWV LUB ROOJ SIB THAM NYOB RAU HNUB TIM 8 LUB 9 HLI NTUJ XYOO 2026, THAUM 6 TEEV TSAUS NTUJ (6:00 PM)

Lub Nroog Clovis yuav ua kom muaj cov luam qauv ntawm tsab Ntawv Ceeb Toom Txog Kev Ua Haujlwm thiab Kev Ntsuam Xyuas Txum Xyoo Sib Sau Ua Ke (Consolidated Annual Performance and Evaluation Report, CAPER) ntawm lub xyoo 2025-26 uas yog tsab qauv rau lub Phiaj Xwm Pab Nyiaj Tsim Kho Zej Zog (Community Development Block Grant Program, CDBG) uas tau txais kev pab nyiaj los ntawm tsoom fwv teb chaws rau sawv daws saib thiab muab lus tawm tswv yim pib txij lub Yim Hli Ntuj tim 21, 2026 thiab xaus rau lub Cuaj Hli Ntuj tim 8, 2026, thaum 4:30 P.M., nyob rau cov chaw hauv qab no https://www.clovisca.gov/services/affordable_housing/, Lub Tsev Sab Laj Nyob Nroog Clovis, Lub Tsev Laus Nyob Nroog Clovis, Lub Chaw Thauj Mus Los Nyob Nroog Clovis, Lub Tsev Qiv Ntawv Rau Sawv Daws Nyob Cheeb Nroog Fresno hauv Nroog Clovis, thiab Lub Chaw Ua Si Nyob Nroog Clovis. Yuav teeb tsa kom muaj ib lub rooj txiav txim rau sawv daws nyob rau lub Cuaj Hli Ntuj tim 8, 2026, thaum 6:00 p.m. hauv cov Chav Sib Tham Hauv Xab Pha Nroog Clovis uas nyob rau ntawm Txoj Kev Thib Tsib 1033 hauv Clovis txhawm rau ntsuam xyuas thiab sib tham txog kev

pom zoo ntawm CAPER. Qhov chaw ntawd yog qhov chaw uas nkag tau rau cov neeg uas muaj kev tsis taus ntawm kev txav mus los. Xav txhawb kom cov pej xeeb thiab cov pab pawg xa cov lus tawm tswv yim ua ntawv sau los sis ua lus hais txog ntawm CAPER thiab lub Phiaj Xwm CDBG los ntawm kev tiv tauj rau: Claudia Cázares, Tus Thawj Tswj Hwm Vaj Tse, 1033 Fifth Street, Clovis, CA 93612. Thiab kuj tseem tuaj yeem tiv tauj tau rau Ms. Cázares ntawm (559) 324-2094, los sis raws email ntawm claudiac@clovisca.gov, hnuv Monday txog hnuv Friday, txij thaum 8:00 A.M. mus txog rau 4:30 P.M.

The City of Clovis, located in the heart of California's Central Valley, is prized for its award-winning schools, miles of walking and biking trails, and a charming historic downtown. The City's Affordable Housing Program administers various programs including housing repairs, first time homebuyer assistance, housing element settlement administration, and affordable housing financing. Clovis supports the development of affordable housing and will work with potential developers to identify sites of opportunity in the city. City staff work hand in hand with our developers to determine entitlement requirements and look for funding opportunities to help bring projects to life. Let us know how our Affordable Housing team can assist you!

Click on the links below for additional information regarding affordable housing programs:

- [Housing Repair for Low-Income Homeowners](#)
- [First-Time Homebuyer Program](#)
- [Martinez v. City of Clovis Judgment](#)
- [Housing Trust Fund](#)
- [Deferred Impact Fees](#)
- [MIZO](#)

Social Media: CDBG CAPER 2025-26

FACEBOOK: 8/24/2026

English

**City of Clovis, California - Government** 

Published by Taylor Danielson · a day ago · 

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REQUEST FOR PUBLIC REVIEW & COMMENTS

2025-26 CDBG PROGRAM CONSOLIDATED ANNUAL PERFORMANCE & EVALUATION REPORT

Public Hearing: City Council Meeting, Sept. 8, 2026, 6:00 PM



INVITACIÓN PARA REVISIÓN PÚBLICA Y COMENTARIOS

2025-26 CDBG REPORTE CONSOLIDADO
DE RENDIMIENTO Y EVALUACIÓN
*Audiencia Pública: Junta del Concilio de Clovis,
8 de septiembre, 2026, 6:00 PM*



**LUB NCUA CAW TXAIS TOS PEJ XEEM NYOB
NROOG CLOVIS TUAJ KOOM KEV TXHAWB FAWB
NROG TAWM TSWV YIM THIAB MUAB SUAB**

YUAV THAM TXOG POB NYIAJ TXIM CHO ZEJ ZOG (CDBG)
SEB PUAS KOOB THAWM XYOO RAWLS LUB HOM PHIAJ,
TXHUA TXOJ KEV XAV THIAB NPAJ TEEV TSEG XYOO TAG
LOS, 2025-2026, NROG RAU PHAJ NTAWV SAU TXOG KEV
UA TAU ZOO RAWLS LUB HOM PHIAJ

PEJ XEEM LUB ROOJ SIB HAIS THIAB TAWM SUAB: TSOOM
FWV LUB ROOJ SIB THAM NYOB RAU HNUB TIM 8 LUB 9 HLI
NTUJ XYOO 2026, THAUM 6 TEEV TSAUS NTUJ (6:00 PM)

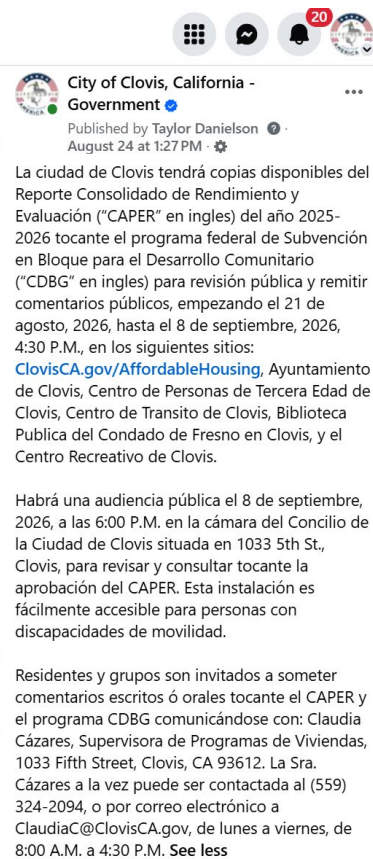
ClovisCA.gov/AffordableHousing **CITY of CLOVIS**

ClovisCA.gov/AffordableHousing **CITY of CLOVIS**



INVITACIÓN PARA REVISIÓN PÚBLICA Y COMENTARIOS
2025-26 CDBG REPORTE CONSOLIDADO DE RENDIMIENTO Y EVALUACIÓN
Audiencia Pública: Junta del Concilio de Clovis,
8 de septiembre, 2026, 6:00 PM

ClovisCA.gov/AffordableHousing CITY of CLOVIS



City of Clovis, California - Government
 Published by Taylor Danielson · August 24 at 1:27 PM ·

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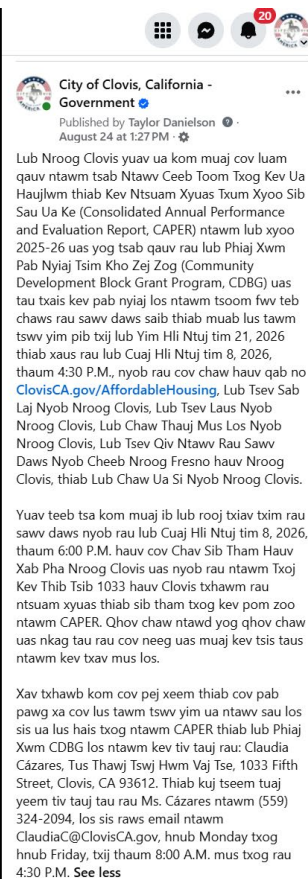
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LUB NCUA CAW TXAIS TOS PEJ XEEM NYOB NROOG CLOVIS TUAJ KOOM KEV TXHAWB FAWB NROG TAWM TSWV YIM THIAB MUAB SUAB
 YUAV THAM TXOG POB NYIAJ TXIM CHO ZEJ ZOG (CDBG)
 SEB PUAS KOOB THAWM XYOO RAW S LUB HOM PHIAJ,
 TXHUA TXOJ KEV XAV THIAB NPAJ TEEV TSEG XYOO TAG
 LOS, 2025-2026, NROG RAU PHAJ NTAWV SAU TXOG KEV
 UA TAU ZOO RAW S LUB HOM PHIAJ
**PEJ XEEM LUB ROOJ SIB HAIS THIAB TAWM SUAB: TSOOM
 FWV LUB ROOJ SIB THAM NYOB RAU HNUB TIM 8 LUB 9 HLI
 NTUJ XYOO 2026, THAUM 6 TEEV TSAUS NTUJ (6:00 PM)**

ClovisCA.gov/AffordableHousing CITY of CLOVIS



City of Clovis, California - Government
 Published by Taylor Danielson · August 24 at 1:27 PM ·

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REQUEST FOR

PUBLIC REVIEW & COMMENTS

2025-26 CDBG PROGRAM CONSOLIDATED ANNUAL PERFORMANCE & EVALUATION REPORT

Public Hearing: City Council Meeting, Sept. 8, 2026, 6:00 PM

ESPAÑOL, HMONG

ClovisCA.gov/AffordableHousing

CITY of CLOVIS

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INVITACIÓN PARA

REVISIÓN PÚBLICA Y COMENTARIOS

2025-26 CDBG REPORTE CONSOLIDADO DE RENDIMIENTO Y EVALUACIÓN

Audiencia Pública: Junta del Concilio de Clovis, 8 de septiembre, 2026, 6:00 PM

HMONG

ClovisCA.gov/AffordableHousing

CITY of CLOVIS

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LUB NCUA CAW TXAIS TOS PEJ XEEM NYOB NROOG CLOVIS TUAJ KOOM KEV TXHAWB FAWB NROG TAWM TSWV YIM THIAB MUAB SUAB

YUAV THAM TXOG POB NYIAJ TXIM CHO ZEJ ZOG
(CDBG) SEB PUAS KOOB THAWM XYOO RAW S LUB HOM
PHIAJ, TXHUA TXOJ KEV XAV THIAB NPAJ TEEV TSEG
XYOO TAG LOS, 2025-2026, NROG RAU PHAJ NTAWV
SAU TXOG KEV UA TAU ZOO RAW S LUB HOM PHIAJ
**PEJ XEEM LUB ROOJ SIB HAIS THIAB TAWM SUAB: TSOOM
FWV LUB ROOJ SIB THAM NYOB RAU HNUB TIM 8 LUB 9
HLI NTUJ XYOO 2026, THAUM 6 TEEV TSAUS NTUJ (6:00 PM)**



ClovisCA.gov/AffordableHousing
CITY of CLOVIS


cityofclovis.ca
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2060.
1d


cityofclovis.ca HMONG: Lub Nroog Clovis yuav ua kom muaj cov luam qauv ntawm tsab Ntawv Ceeb Toom Txog Kev Ua Haujlwm thiab Kev Ntsuam Xyuas Txum Xyoo Sib Sau Ua Ke (Consolidated Annual Performance and Evaluation Report, CAPER) ntawm lub xyoo 2025-26 uas yog tsab qauv rau lub Phiaj Xwm Pab Nyiaj Tsim Kho Zej Zog (Community Development Block Grant Program, CDBG) uas tau txais kev pab nyiaj los ntawm tsoom fwv teb chaws rau sawv daws saib thiab muab lus tawm tswv yim pib txij lub Yim Hli Ntuj tim 21, 2026 thiab xaus rau lub Cuaj Hli Ntuj tim 8, 2026, thaum 4:30 P.M., nyob rau cov chaw hauv qab no ClovisCA.gov/AffordableHousing, Lub Tsev Sab Laj Nyob Nroog Clovis, Lub Tsev Laus Nyob Nroog Clovis, Lub Chaw Thauj Mus Los Nyob Nroog Clovis, Lub Tsev Qiv Ntawv Rau Sawv Daws Nyob Cheeb Nroog Fresno hauv Nroog Clovis, thiab Lub Chaw Ua Si Nyob Nroog Clovis.

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1d Reply


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Text: All Languages

Graphic: English



City of Clovis

Communications Division · 1 day ago

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Residentes y grupos son invitados a someter comentarios escritos ó orales tocante el CAPER y el programa CDBG comunicándose con: Claudia Cázares, Supervisora de Programas de Viviendas, 1033 Fifth Street, Clovis, CA 93612. La Sra. Cázares a la vez puede ser contactada al (559) 324-2094, o por correo electrónico a ClaudiaC@ClovisCA.gov, de lunes a viernes, de 8:00 A.M. a 4:30 P.M.

Lub Nroog Clovis yuav ua kom muaj cov luam qauv ntawm tsab Ntawv Ceeb Toom Txog Kev Ua Haujlwm thiab Kev Ntsuam Xyuas Txum Xyoo Sib Sau Ua Ke (Consolidated Annual Performance and Evaluation Report, CAPER) ntawm lub xyoo 2025-26 uas yog tsab qauv rau lub Phiaj Xwm Pab Nyiaj Tsim Kho Zej Zog (Community Development Block Grant Program, CDBG) uas tau txais kev pab nyiaj los ntawm tsoom fww teb chaws rau sawv daws saib thiab muab lus tawm tswv yim pib txij lub Yim Hli Ntuj tim 21, 2026 thiab xaus rau lub Cuaj Hli Ntuj tim 8, 2026, thaum 4:30 P.M., nyob rau cov chaw hauv qab no ClovisCA.gov/AffordableHousing, Lub Tsev Sab Laj Nyob Nroog Clovis, Lub Tsev Laus Nyob Nroog Clovis, Lub Chaw Thauj Mus Los Nyob Nroog Clovis, Lub Tsev Qiv Ntawv Rau Sawv Daws Nyob Cheeb Nroog Fresno hauv Nroog Clovis, thiab Lub Chaw Ua Si Nyob Nroog Clovis.

Yuav teeb tsa kom muaj ib lub rooj txiav txim rau sawv daws nyob rau lub Cuaj Hli Ntuj tim 8, 2026, thaum 6:00 P.M. hauv cov Chav Sib Tham Hauv Xab Pha Nroog Clovis uas nyob rau ntawm Txoj Kev Thib Tsiab 1033 hauv Clovis txhawm rau ntsuam xyuas thiab sib tham txog kev pom zoo ntawm CAPER. Qhov chaw ntawd yog qhov chaw uas nkag tau rau cov neeg uas muaj kev tsis taus ntawm kev txav mus los.

Xav txhawb kom cov pej xeeb thiab cov pab pawg xa cov lus tawm tswv yim ua ntawv sau los sis ua lus hais txog ntawm CAPER thiab lub Phiaj Xwm CDBG los ntawm kev tiv tauj rau: Claudia Cázares, Tus Thawj Tswj Hwm Vaj Tse, 1033 Fifth Street, Clovis, CA 93612. Thiab kuj tseem tuaj yeem tiv tauj tau rau Ms. Cázares ntawm (559) 324-2094, los sis raws email ntawm ClaudiaC@ClovisCA.gov, hnuab Monday txog hnuab Friday, txij thaum 8:00 A.M. mus txog rau 4:30 P.M.



REQUEST FOR
PUBLIC REVIEW & COMMENTS

2025-26 CDBG PROGRAM CONSOLIDATED
ANNUAL PERFORMANCE & EVALUATION REPORT

Public Hearing: City Council Meeting, Sept. 8, 2026, 6:00 PM



ESPAÑOL, HMONG

ClovisCA.gov/AffordableHousing

CITY of CLOVIS

Posted to Subscribers of City of Clovis

340 Impressions

Page 204 of 215

Graphic: Spanish



Graphic: Hmong





CITY of CLOVIS

Report to the City Council

To: City Council
From: Finance Department
Date: September 8, 2026
Staff: Angela Papazian, Deputy Finance Director
Subject: Consider Various Actions related to Annexation of Territory (Annexation #77) (MFRDR 2021-002 Southeast Corner Willow/Shepherd) to the City of Clovis Community Facilities District No. 2004-1 (Police and Fire Services).

a. Consider Approval - Res. 26-____, A Resolution annexing territory (Annexation #77) (MFRDR 2021-002 Southeast Corner Willow/Shepherd) to the City of Clovis Community Facilities District No. 2004-1 (Police and Fire Services) and calling a special landowner election to annex territory (Annexation #77) to City of Clovis Community Facilities District No. 2004-1 (Police and Fire Services).

b. Consider Approval - Res. 26-____, A Resolution of the City of Clovis declaring the results of a special landowner election and directing recording of the Notice of Special Tax Lien for City of Clovis Community Facilities District No. 2004-1 (Police and Fire Services).

Recommendation: Approve

Attachments:

1. CFD Annex #77 Public Hearing ATT 1 Qualified Electors Res. 26
2. CFD Annex #77 Public Hearing ATT 2 Declaring Results Res. 26

Recommendation:

For the City Council to:

- Hold a public hearing and approve actions related to the Annexation of Territory (Annexation #77) to Community Facilities District No. 2004-1;
- Consider approval of a Resolution of annexation of territory (Annexation #77) to the Community Facilities District (City of Clovis Community Facilities District No. 2004-1) and to authorize the levy of Special Taxes therein and submitting Levy of Special Taxes to Qualified Electors;
- Call for a Special Election and have the City Clerk announce the vote; and
- Consider approval of a Resolution of the City Council of the City of Clovis Declaring the

Results of the Special Annexation Election, Determining Validity of Prior Proceedings and Directing Recording of the Notice of Special Tax Lien (City of Clovis Community Facilities District No. 2004-1) (Police and Fire Services).

Executive Summary:

Since the condition to establish a Community Facilities District (CFD) was imposed on the developments being processed by the City, developments proceeding after March 8, 2004, must petition to be annexed to the existing CFD. Several property owners have submitted petitions to annex territory to the Community Facilities District 2004-1 and to include their property within the District as provided by the conditions of approval of the development entitlements.

To initiate the process for annexation of territory to a CFD, the Council approved a Resolution of Intention-Annexation #77 (ROI) to annex territory to the CFD on August 3, 2026. The ROI set a public hearing for September 8, 2026. The action today finalizes the annexation to the CFD.

Background:

Since the condition to establish a CFD was imposed on the developments being processed by the City, developments proceeding after March 8, 2004, must petition to be annexed to the existing CFD. Several property owners have submitted petitions to annex territory to the Community Facilities District 2004-1 and to include their property within the District as provided by the conditions of approval of the development entitlements.

To initiate the process for annexation of territory to a CFD, the Council approved a Resolution of Intention-Annexation #77 (ROI) to annex territory to the CFD. The ROI set a public hearing for September 8, 2026. The Rate and Method of Apportionment (RMA) referred to in the ROI is the same as adopted by the Council with the Resolution of Formation adopted March 8, 2004. RMA provides, among other things, definitions, identifies what properties will be taxed, and the maximum special tax.

The conditions as provided in the Rate and Method of Apportionment will apply to territory annexed to the Community Facilities Districts to provide funding for public safety operations in new growth areas. The major conditions include:

1. The maximum annual tax will be \$319.25 for single family residential and \$275.65 for multi-family residential.
2. The maximum tax will be increased by the Escalator Factor, which is the greater of the change in CPI or percentage change in population.
3. There will be a review not later than five years of inception of the CFD.
4. The annual tax will not apply to commercially zoned property.
5. The tax will apply only to that property for which a building permit is issued after January 1, 2004.
6. The costs of salary and benefit increases funded by the CFD will be limited to the Escalator Factor.

The purpose of the hearing is to take public comment on the annexation of territory to the CFD and to accept protests from any interested person within the proposed boundaries. If no property owner protests are received, the Council may take the initial actions to annex the territory to the CFD by approving a resolution on the annexation to the CFD and calling a special property owner election.

Once the election is called, the City Clerk tabulates the ballots. If the property owners of two-thirds (2/3) of the property within the proposed boundaries vote in favor of the CFD, then the Council can take action to direct the recording of Notice of Special Tax Lien. A unanimous vote is required to have the election the same night as approval of the resolution of annexation. The recording of the Tax Lien is contingent upon the property being annexed to the City. The property included within the CFD is being processed for annexation to the City and the Local Agency Formation Commission has approved the annexations.

After the annexation is complete and the Notice of Tax Lien has been recorded, any final maps within the CFD may be recorded and construction permits for homes can be issued. One of the conditions of the CFD is that the tax will only be collected on those properties where a building permit for a residence has been issued.

Fiscal Impact:

If approved, residential units built within the boundaries of the CFD will be assessed annually according to the conditions of the CFD formation and those assessments will be utilized to fund police and fire services.

Reason for Recommendation:

All requirements for the annexation of territory to the CFD have been completed and the Council may take action to annex territory to the CFD.

Actions Following Approval:

After approval of the resolution directing the recordation of the Notice of Tax Lien, the lien will be recorded.

Conflict of Interest:

None.

RESOLUTION 26-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN AND SUBMITTING LEVY OF SPECIAL TAXES TO QUALIFIED ELECTORS

CITY OF CLOVIS Community Services District No. 2004-1 (Police and Fire Services) Annexation No. 77

WHEREAS, this Council, on August 3, 2026, adopted A Resolution of Intention to Annex Territory to the Community Services District and to Authorize the Levy of Special Taxes Therein (the "Resolution of Intention") stating its intention to annex the territory to the City's Community Services District 2004-1 (the "District"), pursuant to Mello Roos Community Facilities Act of 1982, Sections 53311 and following of the California Government Code (the "Act"); and

WHEREAS, a copy of the Resolution of Intention, incorporating a description and map (**Attachment A**) of the proposed boundaries of the territory to be annexed to the District and stating the services to be provided and the rate and method of apportionment of the special tax to be levied within the District to pay for the services for the District, is on file with the Clerk of the Council and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein; and

WHEREAS, on the date hereof, this Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to the District; and

WHEREAS, at such hearing all interested persons desiring to be heard on all matters pertaining to the annexation of territory to the District and the levy of said special taxes within the area proposed to be annexed were heard and a full and fair hearing was held; and

WHEREAS, prior to the time fixed for said hearing, written protests had not been filed against the proposed annexation of territory to the District by (i) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the existing District, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the territory proposed to be annexed to the District, or (iii) owners of one-half or more of the area of land in the territory proposed to be annexed to the District; and

WHEREAS, Annexation Map No. 77 to the District, has been filed with the City Clerk, which map shows the territory to be annexed in these proceedings, and a copy thereof is on file with the City Clerk.

ATTACHMENT 1

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis shall proceed as follows:

1. All prior proceedings taken by this Council with respect to the District and the proposed annexation of territory thereto have been duly considered and are hereby determined to be valid and in conformity with the Act, and the District has been validly established pursuant to the Act.
2. The description and map of the boundaries of the territory to be annexed to District, as described in said Annexation Map No. 77 to the District on file with the Clerk are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of the District, and said territory is hereby ordered annexed to the District, subject to voter approval of the levy of the special taxes therein as hereinafter provided.
3. The provisions of the Resolution of Intention and Resolution No. 26-78 adopted by this Council for the District on August 3, 2026, each as heretofore adopted by this Council are by this reference incorporated herein, as if fully set forth herein.
4. Pursuant to the provisions of the Act, the proposition of the levy of the special tax within the territory to be annexed to the District shall be submitted to the voters of the area to be annexed to the District at an election called therefore as hereinafter provided.
5. This Council hereby finds that fewer than 12 persons have been registered to vote within the territory proposed to be annexed to the District for each of the 90 days preceding the close of the hearing heretofore conducted and concluded by this Council for the purposes of these annexation proceedings. Accordingly, and pursuant to the Act, this Council finds that for purposes of these proceedings the qualified electors are the landowners within the territory proposed to be annexed to the District and that the vote shall be by said landowners, each having one vote for each acre or portion thereof such landowner owns in the territory proposed to be annexed to the District.
6. Pursuant to the Act, the election shall be conducted by mail ballot under Section 4000 of the California Elections Code. This Council hereby determines that paragraphs (a), (b), (c)(1), and (c)(3) of said Section 4000 are applicable to this election.
7. The Council hereby calls a special election to consider the measure described in the ballot referred to below, which election shall be held on September 8, 2026, in the regular meeting place of this Council, City Council Chambers, City Hall, 1033 5th Street, Clovis, California. This Council hereby further finds that the provision of the Act requiring a minimum of 90 days to elapse before said election is for the protection of voters and that the voters have waived such requirement and the date for the election herein specified is established accordingly.

8. The City Clerk is hereby appointed as the election official to conduct the election and shall cause to be provided to each landowner in the territory to be annexed to the District. The City Clerk shall accept the ballots of the qualified electors received prior to 5:00 o'clock p.m. on September 8, 2026, whether received by mail or by personal delivery.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on September 8, 2026, by the following vote, to wit.

AYES:

NOES:

ABSENT:

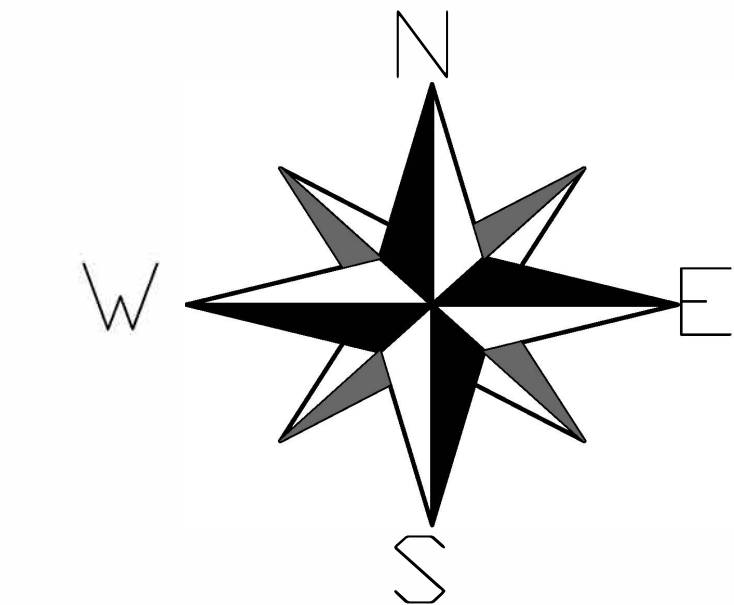
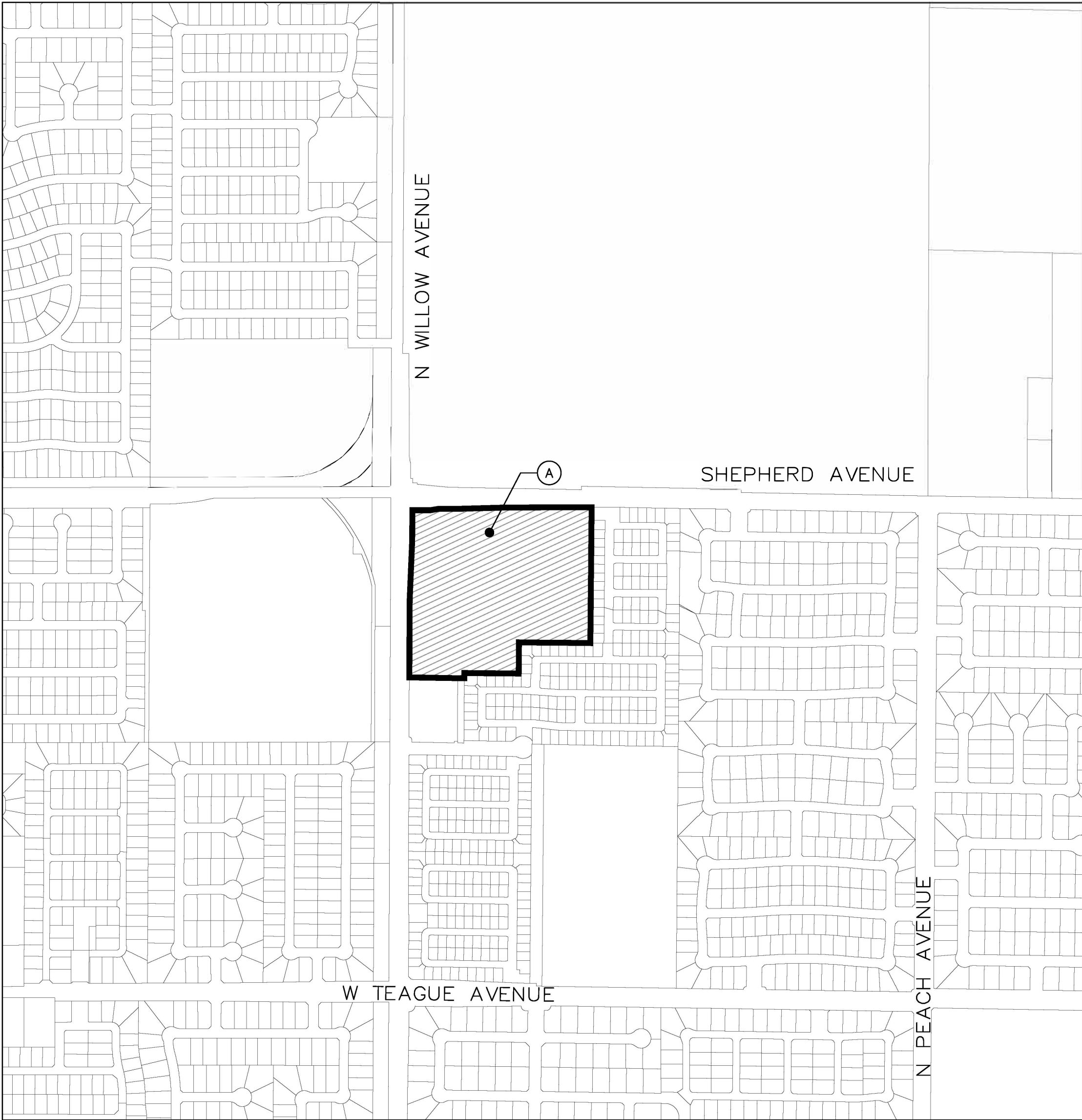
ABSTAIN:

DATED: September 8, 2026

Mayor

City Clerk

Attachment A



LEGEND

— PARCEL

— ANNEXATION BOUNDARY

Ⓐ APN 560-010-40

FILED IN THE OFFICE OF THE CITY CLERK THIS ____ DAY OF
____ SEPTEMBER ____ 2026. I HEREBY CERTIFY THAT THE
WITHIN MAP SHOWING PROPOSED BOUNDARIES OF
ANNEXATION NO. 77 TO COMMUNITY FACILITIES DISTRICT NO.
2004-1 (POLICE AND FIRE SERVICES), CITY OF CLOVIS,
COUNTY OF FRESNO, STATE OF CALIFORNIA, WAS APPROVED
BY THE CITY COUNCIL OF THE CITY OF CLOVIS AT A
REGULAR MEETING THEREOF, HELD ON THE 8th DAY OF
____ SEPTEMBER ____ 2026, BY ITS RESOLUTION NO. 26-____.

BRIANA PARRA
CITY CLERK
CITY OF CLOVIS

FILED THIS _____ DAY OF _____ 2026,
AT THE HOUR OF _____ O'CLOCK ____ M. IN THE
BOOK _____ PAGE _____ OF MAPS OF
ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AND AS
INSTRUMENT NO. _____ IN THE
OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF
FRESNO, STATE OF CALIFORNIA.

PAUL A. DICTOS, C.P.A. BY: DEPUTY COUNTY RECORDER
COUNTY ASSESSOR-RECORDER
COUNTY OF FRESNO
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF
COMMUNITY FACILITIES DISTRICT NO 2004-1 (POLICE AND
FIRE SERVICES) OF THE CITY OF CLOVIS RECORDED WITH THE
FRESNO COUNTY RECORDER'S OFFICE ON FEBRUARY 19,
2004, IN BOOK 40 OF MAPS OF ASSESSMENT AND
COMMUNITY FACILITIES DISTRICTS, PAGE 57.

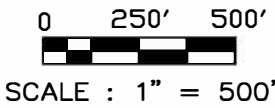
THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL
SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND
DIMENSIONS AS SHOWN ON THE FRESNO COUNTY ASSESSORS
MAPS FOR THOSE PARCELS LISTED.

THE FRESNO COUNTY ASSESSORS MAPS SHALL GOVERN FOR
ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF
SUCH LOTS OF PARCELS.

ANNEXATION MAP NO. 77

COMMUNITY FACILITIES DISTRICT NO. 2004-1
(POLICE AND FIRE SERVICES)

CITY OF CLOVIS
COUNTY OF FRESNO
STATE OF CALIFORNIA



RESOLUTION 26-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN

CITY OF CLOVIS Community Facilities District No. 2004-1 (Police and Fire Services) Annexation No. 77

WHEREAS, in proceedings heretofore conducted by the Council pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), this Council has heretofore adopted a resolution calling a special election of the qualified landowner electors in the territory of land proposed to be annexed to Community Facilities District No. 2004-1 (Police and Fire Services) (the "CFD"); and

WHEREAS, pursuant to the terms of the resolution which is hereby incorporated herein by this reference, the special election has been held and the City Clerk has filed a Canvass of Votes Cast in Special Election, a copy of which is attached hereto as Attachment A; and

WHEREAS, this Council has reviewed the Canvass and hereby approves it.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis shall proceed as follows:

1. The issue presented at the special election was the levy of a special tax within the territory annexed to the CFD, to be levied in accordance with the formula heretofore approved by this Council as described in Resolution No. 26- , a Resolution of Annexation of Territory to Community Facilities District, authorizing the Levy of a Special Tax and Submitting Levy of Tax to Qualified Electors, adopted September 8, 2026.
2. Pursuant to the Canvass on file with the City Clerk, the issue presented at the special election was approved by the landowners of the territory annexed to the CFD by more than two-thirds (2/3) of the landowners voting at the special election.
3. Pursuant to the voter approval, said annexed territory to the CFD is hereby declared to be fully annexed to and part of the CFD and this Council may levy special taxes therein as heretofore provided in these proceedings.
4. It is hereby found that all prior proceedings and actions taken by this Council pursuant to the CFD and the territory annexed thereto were valid and in conformity with the Act.

ATTACHMENT 1

Within 15 days of the date hereof, the City Clerk shall execute and cause to be recorded in the office of the County Recorder of the County of Fresno, an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on September 8, 2026, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN

DATED: September 8, 2026

Mayor

City Clerk

CITY OF CLOVIS
Community Facilities District No.
2004-1 (Police and Fire Services)
Annexation No. 77

CANVASS AND STATEMENT OF RESULT OF ELECTION

I hereby certify that on this date, I canvassed the returns of the election held on this date, in the territory annexed to Community Facilities District No. 2004-1 (Police and Fire Services) of the City of Clovis which election is designated as the Special Tax Annexation Election, and the total number of ballots cast in the territory to be annexed and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

	Qualified Landowner Votes	Votes Cast	YES	NO
City of Clovis				
Community Facilities District No. 2004-1				
(Police and Fire Services), Annexation No. 77				
Special Tax Annexation Election,				
September 8, 2026.				

BALLOT MEASURE: Shall the City of Clovis, by and for its Community Facilities District No. 2004-1 (Police and Fire Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in Resolution No. 26-___ of the City of Clovis, adopted by its Council on September 8, 2026?

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this ____ day of _____
2026.

CITY OF CLOVIS

By: _____
City Clerk

ATTACHMENT A