



CITY of CLOVIS

AGENDA • CITY COUNCIL MEETING

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

December 15, 2025

6:00 PM

Council Chamber

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

The Clovis City Council meetings are open to the public at the physical address listed above. There are numerous ways to participate in the City Council meetings: you are able to attend in person; you may submit written comments as described below; and you may view the meeting which is webcast and accessed at www.clovisca.gov/agendas.

Written Comments

- Members of the public are encouraged to submit written comments at: www.clovisca.gov/agendas at least two (2) hours before the meeting (4:00 p.m.). You will be prompted to provide:
 - Council Meeting Date
 - Item Number
 - Name
 - Email
 - Comment
- Please submit a separate form for each item you are commenting on.
- A copy of your written comment will be provided to the City Council noting the item number. If you wish to make a verbal comment, please see instructions below.
- Please be aware that any written comments received that do not specify a particular agenda item will be marked for the general public comment portion of the agenda.
- If a written comment is received after 4:00 p.m. on the day of the meeting, efforts will be made to provide the comment to the City Council during the meeting. However, staff cannot guarantee that written comments received after 4:00 p.m. will be provided to City Council during the meeting. All written comments received prior to the end of the meeting will be made part of the record of proceedings.



SCAN ME

CAMPAIGN CONTRIBUTION PROHIBITIONS 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 Bessinger

ROLL CALL

PUBLIC COMMENTS - This is an opportunity for the members of the public to address the City Council on any matter within the City Council's jurisdiction that is not listed on the Agenda. In order for everyone to be heard, please limit your comments to 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.

1. Administration - Approval - Minutes from the December 1, 2025, Council Meeting.
2. Administration – Approval - 2026 Street Closure Requests; and Approval – Res. 25-____, Declaring Certain Events as Old Town Special Events and Setting Precise Boundaries for Those Old Town Special Events.
3. Finance – Receive and File – Investment Report for the Month of August 2025.
4. Finance – Receive and File – Treasurer's Report for the Month of August 2025.

5. Finance - Approval – Res. 25-____, Approving the submittal of the 2025-2026 Transportation Funding Claim, in the amount of \$18,585,056 to the Fresno Council of Governments.
6. General Services – Approval – Res. 25-____, Approving a Side Letter Agreement with the Transit Employees Bargaining Unit to Incorporate Required Federal Transit Administration Random Drug and Alcohol Testing Protocols.
7. General Services – Approval – Res. 25-____, Approving a Side Letter Agreement with the Clovis Public Works Employee’s Association to Incorporate Required Federal Transit Administration Random Drug and Alcohol Testing Protocols.
8. General Services – Approval – Res. 25-____, Adopting the Deputy Director of Police Support Services with a Salary Range of \$12,573 to \$15,283 per month in the Police Department.
9. General Services – Approval – Res. 25-____, Authorizing Amendments to the City’s Classification and Compensation Plans Adding a Deputy Planning and Development Services Director Classification with a Salary Range of \$13,534 to \$16,451 per month.
10. General Services - Approval – To Authorize the City Manager to enter into an Agreement with Pure Diamond Construction to Repair Water Damage at the Senior Activities Center in the amount of \$166,002.
11. Planning and Development Services – Approval – Final Acceptance for CIP 23-08 Sunnyside Avenue Street Improvements, for a final contract cost of \$901,934.37.
12. Planning and Development Services – Approval – Final Acceptance for Final Map for Tract 6340 acceptance of public improvements with authorization to record the Notice of Completion, and release of sureties as required, located at the southeast corner of Ashlan Avenue and North Thompson Avenue (KB Homes).
13. Planning and Development Services – Approval – To Authorize the City Manager to enter into an Agreement with Graphic Solutions in the amount of \$132,422 for the Citywide Wayfinding Plan, Trails Resource Guide and Design of Entryway Signage Project.
14. Public Utilities – Approval – Waive Formal Bidding Requirements and Authorize the Purchase of a Tymco Model 600 Street Sweeper through the HGAC Cooperative Purchasing Program in the Amount of \$537,388.42.
15. Police - Approval - Waive the City’s formal bidding requirements and authorize the City Manager to enter into a three-year agreement with Peregrine Technologies allowing the purchase of technology software in the amount of \$136,100 per year.

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.

16. Consider various items associated with ±40.62 acres of land located at the southeast corner of N. Sunnyside Avenue and E. Perrin Avenue. Multiple owners; Quail Run Group, applicant; Rich Wathen and Jared Callister, representatives.
 - a. Consider Approval - Res. 25-____, A resolution of the City Council approving an addendum to the Environmental Impact Report adopted for Shepherd North for the Quail Run Annexation.
 - b. Consider Approval - Res. 25-____, RO313, A resolution of the City Council approving an application for the Annexation of the Territory known as the Perrin-Sunnyside Southeast Reorganization area (±40.62 acres).

c. Consider Introduction - Ord. 25-____, R2024-008, An ordinance of the City Council approving a request to prezone the properties within the Quail Run Neighborhood from the Fresno County R-R (Rural Residential) Zone District to the Clovis R-R (Rural Residential) Zone District.

Staff: Marissa Parker, Associate Planner

Recommendation: Approve

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

17. Consider Approval – To authorize the City Manager to enter into an agreement with Willdan Financial Services in the amount of \$131,520 for the Review and Update of the City's Development Impact Fee Program.

Staff: Sean Smith, Deputy City Engineer / Tatiana Partain, Management Analyst

Recommendation: Approve

18. Consider Approval - 2024-25 Annual Comprehensive Financial Report.

Staff: Jay Schengel, Finance Director

Recommendation: Approve

CITY MANAGER COMMENTS

COUNCIL COMMENTS

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

19. Government Code Section 54957
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager

RECONVENE INTO OPEN SESSION AND REPORT FROM CLOSED SESSION

ADJOURNMENT

FUTURE MEETINGS

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

Jan. 5, 2026 (Mon.)
Jan. 12, 2026 (Mon.)
Jan. 20, 2026 (Tue.)

CLOVIS CITY COUNCIL MEETING

December 1, 2025

6:00 P.M.

Council Chamber

Meeting called to order by Mayor Mouanoutoua at **6:01**
Flag Salute led by Councilmember Basgall

Roll Call: Present: Councilmembers Ashbeck, Basgall, Mayor Pro Tem Pearce, and
Mayor Mouanoutoua

Absent: Councilmember Bessinger

PUBLIC COMMENTS – 6:02

Eric Rollins, resident, asked everyone to remember that the holidays can be hard for some people and encouraged sharing kindness.

Bill Scott, resident, spoke about gratitude despite a recent family loss and spoke to early American history and its religious foundations.

CONSENT CALENDAR – 6:07

Upon call, there was no public comment.

Motion by Councilmember Ashbeck, seconded by Councilmember Basgall, that the items on the Consent Calendar be approved, including the waiver of the reading of the ordinance. Motion carried by 4-0-1 vote, with Councilmember Bessinger absent.

1. Administration - Approval - Minutes from the November 17, 2025, Council Meeting.
2. Administration - Adopt - **Ord. 25-12**, an Ordinance of the City Council of the City of Clovis Amending Sections 8.1.02, 8.2.101, 8.5.101, 8.6.101, 8.15.101, 8.16.101, 8.17.101 of Title 8 of The Clovis Municipal Code Relating to the Adoption of the 2025 California Building, Electrical, Mechanical, Plumbing, Residential, Energy, And Green Building Standards Codes. (Vote: 5-0)
3. Administration - Adopt - **Ord. 25-13**, Amending Various Sections of Title 4, Chapter 4.4, Article 1 of the Clovis Municipal Code Relating to the California Fire Code. (Vote: 5-0)

ADMINISTRATIVE ITEMS – 6:18

6:18 ITEM 4 - Consider Approval – Change of Council Meeting Schedule.

Upon call, there was no public comment.

Motion for approval by Councilmember Ashbeck, seconded by Mayor Pro Tem Pearce. Motion carried by 4-0-1 vote, with Councilmember Bessinger absent.

6:09 ITEM 5 - Workshop: Report on Youth Commission Activities and Next Steps.

Upon call, there was no public comment.

Received and Filed

CITY MANAGER COMMENTS – 6:15

City Manager Haussler discussed the growing concern around kratom, explaining what Fresno County and the City of Fresno have already done in terms of regulation and why Clovis may need to consider its own action. He also reminded the public about the “Meet the Mayor and City Manager” event scheduled for Wednesday, December 3, 2025, at 5:30 p.m. in the council chambers, and highlighted the upcoming Christmas Parade on Saturday, December 6, 2025, encouraging the community to come out and enjoy the holiday events in Clovis.

COUNCIL COMMENTS – 6:17

There was consensus on the council to direct staff to bring back an item, including a possible ordinance, for the council to consider regarding kratom.

ADJOURNMENT

Mayor Mouanoutoua adjourned the meeting of the Council to December 15, 2025.

Meeting adjourned: 6:21p.m.

Mayor

City Clerk



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: December 15, 2025

SUBJECT: Administration – Approval - 2026 Street Closure Requests; and Approval – Res. 25-___, Declaring Certain Events as Old Town Special Events and Setting Precise Boundaries for Those Old Town Special Events.

ATTACHMENTS: 1. Resolution 25-___
2. Letter to PBIA
3. Summary of Old Town Special Events Ordinance

RECOMMENDATION

That the City Council approve the requests from various community organizations for street closures in the City of Clovis for the calendar year 2026; and approve Res. 25-___, declaring certain events as Old Town Special Events and setting precise boundaries for those Old Town Special Events.

EXECUTIVE SUMMARY

Staff requests street closure simultaneously, and in advance, to allow for proper event planning. A resolution (**Attachment 1**) is required by Ordinance 00-03, adopted January 10, 2000, declaring certain events as Old Town Special Events and the setting of precise boundaries. Requests for street closure are attached.

BACKGROUND

Attached is a matrix of the events (**Attachment 1A**), sponsored by BOOT, Clovis Chamber of Commerce, Clovis Elks Lodge, Clovis Rodeo Association, Old Town Clovis Kiwanis, California Classic Weekend, Grill Masters, Clovis Senior Activity Center, and Hot Rods Fresno for closure of streets in Clovis during the calendar year 2026. Each activity has a unique street closure request. The boundaries and time of street closure remain the same as 2025 for all returning events. A letter was sent to Old Town merchants and property owners on December 13, 2024 (**Attachment 2**), soliciting comments/concerns regarding the 2026 street closures. Staff has received no comments or concerns on these events.

The Old Town Special Events Ordinance was adopted by Council on January 10, 2000, and provides guidelines for the operation of Old Town Special Events. A summary of the Old Town Special Events Ordinance is attached (**Attachment 3**). A resolution (**Attachment 1**) is required

by Ordinance 00-03, adopted January 10, 2000, declaring certain events as Old Town Special Events and the setting of precise boundaries.

Additionally, staff requests the ability to implement street closures at Centennial Plaza, Clovis Veterans Memorial District (CVMD), and Dry Creek Industrial Park with less than 60-day lead time. If approved, this method of processing street closure request(s) will require staff review; Special Event Committee Review; written notification distribution to all residents, property owners, and business operators who may be affected by the street closure/event – giving them ten calendar days to respond; Traffic control plan; ABC license application (if necessary); insurance documents; and appropriate permit applications. Like all other street closure requests, staff will continue to work with neighbors and applicant to ensure a safe and successful event.

FISCAL IMPACT

The City of Clovis is positively impacted by the proposed events. Local businesses benefit from large numbers of people visiting their neighborhood and the City of Clovis benefits from the increased tax revenue.

Some events require additional City services. Per Council's decision of November 16, 2009, and starting July 1, 2010, the City of Clovis will help offset the costs of certain events. These include, and are limited to: Big Hat Days, Clovis Rodeo Parade, Farmers Market, Freedom Fest, Clovis Fest, Antique and Collectible Fair, and Children's Electric Christmas Parade.

REASON FOR RECOMMENDATION

In previous years, more than 500,000 people have attended the various events held in Clovis annually, many of whom have returned to Clovis to patronize local businesses. In the past, applicants requested street closures to hold events in Old Town on an individual basis, prior to the event. There have been several occasions where the requests were not processed in time to allow for proper planning from the City's perspective. Therefore, staff is requesting street closure simultaneously for all the special events to ensure adequate time for event planning.

ACTIONS FOLLOWING APPROVAL

1. Staff will notify all applicants of Council's decision.
2. Staff will work with all applicants to ensure that the sponsors provide security and cleanup of the events on an individual basis.

CONFLICT OF INTEREST

None.

Prepared by: Shawn Miller, Business Development Manager

Reviewed by: City Manager *AM*

RESOLUTION 25-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS DECLARING CERTAIN EVENTS AS OLD TOWN SPECIAL EVENTS

WHEREAS, BOOT, Clovis Chamber of Commerce, Clovis Elks Lodge, Clovis Rodeo Association, Old Town Clovis Kiwanis, Clovis Veterans Memorial District, California Classic Weekend, Grill Masters, Clovis Senior Activity Center, and Hot Rods Fresno have requested public street closures in the City of Clovis for the 2026 calendar year to conduct such special events as listed in 2026 City of Clovis Special Events Request for Old Town Street Closures; and

WHEREAS, the special events sponsored by BOOT, Clovis Chamber of Commerce, Clovis Elks Lodge, Clovis Rodeo Association, Old Town Clovis Kiwanis, Clovis Veterans Memorial District, California Classic Weekend, Grill Masters, Clovis Senior Activity Center, and Hot Rods Fresno shall be declared Old Town Special Events; and

WHEREAS, the City Council of the City of Clovis approves and authorizes the closure of public streets to be used for the special events listed in **Attachment A**.

NOW, THEREFORE BE IT RESOLVED that the City of Clovis hereby declares that the events as described in the 2026 City of Clovis Special Events Request for Old Town Street Closures be declared as Old Town Special Events.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on December 15, 2025, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: December 15, 2025

Mayor

City Clerk

**2026 CITY OF CLOVIS SPECIAL EVENTS
REQUEST FOR OLD TOWN STREET CLOSURES**

AGENDA ITEM NO. 2.

DATE	TIME	EVENT	SPONSOR	STREETS
Every Saturday	7 AM to 12:30 PM	Year Round Farmers Mkt	BOOT	Pollasky (5 th to 7 th); Bullard (Woodworth to Pollasky)
March 15 (Sunday)	12 PM to 10 PM	Craft Beer Crawl	BOOT	Pollasky (4 th to 7 th) Fifth Street to remain open
March 29 (Sunday)	2 AM to 8 PM	Vintage Market	BOOT	Pollasky (3rd to 7th); 4 th (Woodworth to Clovis); 5 th (Woodworth to Clovis); Bullard (Woodworth to Pollasky).
April 4 (Saturday)	5 AM to 3 PM	Water Tower Car Show	Hot Rods Fresno	Pollasky (3rd to 8th); Parking Lot #1; 4 th (Woodworth to Clovis); 5 th (Woodworth to Clovis); Bullard (Woodworth to Pollasky)
April 11 & 12 (Sat.& Sun.)	Sat @ 3 AM to Sun @ 11:45 PM	Big Hat Days	Chamber of Commerce	Parking lots #1, #2, & #3. Pollasky (3 rd to 9 th); Bullard (Dewitt to Clovis); 4 th (Clovis to Woodworth); 7 th (Clovis to Woodworth); Woodworth (5 th to 7 th); 8 th (Clovis to Woodworth); 5 th (Clovis to Woodworth) 5AM – 9PM each day only. Set-up will take place on Friday, April 6 on 4 th starting at 3PM and on Bullard (Woodworth to Pollasky) starting at 8PM.
April 25 (Saturday)	8 AM to 12 PM	Rodeo Parade	Rodeo Association	Clovis (3 rd to Barstow); Pollasky (3 rd to Barstow); 3 rd , 4 th , 5 th , Bullard, 7 th , 8 th , 9 th , 10 th , Lincoln, Barstow (Pollasky to Clovis); Jefferson (Clovis to Brookhaven); San Jose (Cole to Railroad); Railroad (Jefferson to San Jose).
May 1 thru Sep 25 (Friday Nights)	4:00 PM to 11:00 PM	Friday Night Farmer's Market	BOOT	Pollasky (3 rd to 7 th); 5 th OPEN; Bullard (Pollasky to Woodworth); 4 th (Woodworth to Pollasky/Clovis alley).
May 16 (Saturday)	5 AM to 5 PM	Old Motorama	BOOT	Pollasky (3rd to 8th); Parking Lot #1; 4 th (Woodworth to Clovis); 5 th (Woodworth to Clovis); Bullard (Woodworth to Pollasky)
May 23 (Saturday)	6 AM to NOON	Memorial 5K	CSAC	Various Streets
May 31 (Sunday)	2 AM to 8 PM	Glorious Junk Days	BOOT	Pollasky (3rd to 7th); 4 th (Woodworth to Clovis); 5 th (Woodworth to Clovis); Bullard (Woodworth to Pollasky).
June 6 (Saturday)	3:30 PM to 10 PM	Spring Wine Walk	BOOT	Pollasky (4 th to 5 th).
June 14 (Sunday)	10:30 AM to 1:30 PM	Flag Day Observation	Clovis Elks Lodge	Pollasky (5 th to 7 th); Bullard (Woodworth to Pollasky).
August 8 (Saturday)	Sat: 5 AM to 3 PM	Hot August Daze	Clovis Elks Lodge	Woodworth (Bullard to 5 th); Bullard (Woodworth to Pollasky; Parking Lot #3.
September 20 (Sunday)	2 AM to 8 PM	Glorious Junk Days	BOOT	Pollasky (3rd to 7th); 4 th (Woodworth to Clovis); 5 th (Woodworth to Clovis); Bullard (Woodworth to Pollasky).
September 26 & 27 (Sat.& Sun.)	Sat @ 3 AM to Sun @ 11:45 PM	Clovis Fest	Chamber of Commerce	Parking lots #1, #2, & #3. Pollasky (3 rd to 8 th); Bullard (Dewitt to Clovis); 4 th (Clovis to Woodworth); 7 th (Clovis to Woodworth); Woodworth (5 th to 7 th); 8 th (Clovis to Woodworth); 5 th (Clovis to Woodworth) 5AM – 9PM each day only. Set-up will take place on Friday, October 26 on 4 th starting at 3PM and on Bullard (Woodworth to Pollasky) starting at 8PM.
October 17 (Saturday)	3:30 PM to 10 PM	Walk-Tober Fest	BOOT	Pollasky (4 th to 5 th).
October 23 (Friday)	4:30 PM to 11 PM	O.T. Trunk or Treat	BOOT	Pollasky (3 rd to 7 th); Bullard (Woodworth to Pollasky)
October 24 (Saturday)	Noon to 7 PM	O.T. Harvest Fest	BOOT	Pollasky (4 th to 7 th) Fifth Street to remain open
October 25 (Sunday)	2 AM to 5 PM	O.T. Harvest Car Show	BOOT	Pollasky (3rd to 7th); Parking Lot #1; 4 th (Woodworth to Clovis); 5 th (Woodworth to Clovis); Bullard (Woodworth to Pollasky)
November 1 (Sunday)	6 AM to 11 AM	2 Cities Marathon	Fleet Feet Sports	Various Old Town Streets
November 14 (Saturday)	10 AM to 3 PM	BBQ Contest	Grill Masters	Parking Lot @ Elks Lodge; Woodworth (Bullard to Fifth); Bullard (east of Woodworth to alley)
November 19 (Thursday)	4 PM to 9 PM	One Enchanted Evening	BOOT	Pollasky (3 rd to 7th); 5 th OPEN; 4 th (Clovis to Woodworth); Bullard (Pollasky to Woodworth). Fifth street to remain open.
December 5 (Saturday)	5 PM to 8 PM	Children's Electric Christmas Parade	Old Town Clovis Kiwanis	Clovis Ave. (3 rd to 9 th); Pollasky (3 rd to 9 th); 3 rd , 4 th 5 th 7 th Bullard, 8 th (Pollasky to Clovis).



CITY *of* CLOVIS

1033 FIFTH STREET • CLOVIS, CA 93612

December 3, 2025

Subject: 2026 Old Town Street Closures

Dear Old Town Merchant, Resident and/or Property Owner:

Attached is a list of requested street closures for calendar year 2026.

Please review this list and forward any concerns in writing to my attention by noon, Monday, December 15, 2025. The Clovis City Council will consider these requests on Monday, December 15, 2025.

If you have any questions or need further information, please feel free to contact me at (559) 324-2083, or by email at shawnm@clovisca.gov.

Sincerely,

Shawn A. Miller, Business Development Manager
City of Clovis

ORDINANCE NO. 00-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS ADDING CHAPTER 20, OF TITLE 5, OF THE CLOVIS MUNICIPAL CODE PERTAINING TO OLD TOWN SPECIAL EVENTS

THE CITY COUNCIL OF THE CITY OF CLOVIS DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 20, of Title 5, of the Clovis Municipal Code is added to read as follows:

Chapter 20: OLD TOWN SPECIAL EVENTS

Section 5.20.01 Findings and declaration of intent.

The City Council finds and declares that it has historically closed City streets in portions of the downtown area, commonly referred to as Old Town Clovis, for the purpose of assisting certain community and regional events benefitting Old Town Clovis, the community at large and non-profit business organizations operating in the City. Control over the operation of these community and regional events has traditionally been turned over to the entity sponsoring the event. The City Council finds and declares that there is a need to provide written guidelines and regulations on how these Old Town community and regional events shall operate. In enacting this chapter, it is not the intent of the Council to declare all events held in Old Town Clovis a declared "Old Town Special Event." Events not declared "Old Town Special Events" shall be subject to other applicable City ordinances. (§ 1, Ord. 00-02, eff. February 17, 2000)

Section 5.20.03 Old Town Special Event.

(a) "Old Town Special Event" means any outdoor public event utilizing public areas, including streets and parking lots temporarily closed by the City Council, in the vicinity of Old Town Clovis, and which event has been declared an Old Town Special Event by resolution of the City Council. The outside maximum boundaries for a declared Old Town Special Event shall consist of the eastern line of the Clovis Old Town Trail (former railroad right-of-way corridor), the southern line of Barstow Avenue, the western line of Woodworth Avenue, and the northern line of Second Avenue.

Old Town Special Events include, but are not limited to, the following:

- (1) Farmers' Market, generally held from May to September;
- (2) Antique and Collectible Fair, generally held several times a year;
- (3) Clovisfest Musicale, generally held in September;
- (4) Big Hat Days, generally held in April;
- (5) Children's Christmas Parade, generally held in December.

(b) Any person seeking to have a public event declared an Old Town Special Event shall seek a declaration from the City Council at least ninety (90) days prior to the event. If a street closure is required in connection with the proposed Old Town Special Event, such request shall be made at the same time.

(c) The declaration of the City Council shall establish the precise boundaries of the Old Town Special Event and designate an event sponsor.

(d) The City Council may by resolution delegate the authority to declare an Old Town Special Event, and to temporarily close City streets in connection therewith, to the City Manager and the City Manager's designee. (§ 1, Ord. 00-03, eff. February 17, 2000)

Section 5.20.04 Permit required.

(a) The sponsor (event sponsor) of an Old Town Special Event shall obtain an Old Town Special Event permit from the City Clerk.

(b) Application for the permit shall be made not less than sixty (60) days prior to the event and shall contain the information required by the City Clerk. The application shall also be accompanied by a street plan showing the proposed location of planned activities and vendor booths.

(c) Upon receipt of an application, the City Clerk shall circulate the application to the following departments for comments and approval: Police Department, Fire Department, Planning and Development Services Department, Public Works Department, and Risk Management Department. These departments may impose terms and conditions upon the Old Town Special Event permit and issuance and approval of the permit is conditioned upon compliance with the required conditions. At a minimum, the permit shall include conditions for holding the City harmless, maintaining minimum limits of liability insurance in accordance with City standards, providing security and traffic control, providing adequate restroom and sanitation facilities, and paying for the cost of City services.

(d) The Old Town Special Event permit may be revoked for noncompliance with the conditions of the permit and the provisions of this chapter. Revocation may be made by the City Manager, the Chief of Police, or their designees. If the grounds for revocation occur during the Old Town Special Event, the City Manager, the Chief of Police, or their designee, shall first advise the event sponsor of the grounds for revocation and provide an opportunity to correct the same.

(e) The Old Town Special Event permit may also be revoked during the event if fire or another emergency requires the event to be terminated to protect the public safety. When the Old Town Special Event permit is revoked for this reason, all event participants must immediately comply with instructions from any City Police Officer or Fire Department personnel. (§ 1, Ord. 00-02 eff. February 17, 2000)

Section 5.20.07 Minimum requirements.

(a) The event sponsor shall abide by the following minimum requirements:

(1) Maintain openings between vendor booths of sizes, and at locations and distances, required by the City. The required openings shall be specified in the terms and conditions of the Old Town Special Event permit and be identified on the event sponsor's street plan;

(2) Not use any permanent or semi-permanent paint or other markers to delineate or mark the location or other direction on any public street, sidewalk, alley or parking lot;

(3) Not discriminate in the selection of any vendor on the basis of race, color, religion, sex, national origin or familial association;

(4) Require that all vendors obtain and display all appropriate permits, licenses and certificates, and comply with all applicable federal, state and local laws, ordinances and regulations.

(5) Require that vendors maintain their spaces in a clean and sanitary condition, including the removal of containers, waste and trimmings before leaving the area;

(6) Require that vendors take sufficient measures to keep the City storm drain system free from contamination, and require that food vendors take special precaution to keep grease and other waste products off all public streets, sidewalks, alleys and parking lots;

(7) Provide on-site personnel who can be contacted by appropriate City officials for immediate corrective action either for noncompliance with this chapter or the permit conditions, for emergencies, or for actions deemed necessary by the City official. Such personnel shall be equipped with appropriate means of communication to be made known to the City by the event sponsor prior to the event;

(8) Distribute the rules and regulations to each person participating in the Old Town Special Event.

(b) These minimum requirements shall be deemed a part of the permit conditions and may be supplemented by resolution of the City Council. (§ 1, Ord. 00-02, eff. February 17, 2000)

Section 5.20.08 Cost of special event.

(a) The event sponsor will be responsible for the costs associated with the Old Town Special Event, including, but not limited to:

(1) The cost of City services related to the Old Town Special Event;

(2) The cost to repair any damage caused to any public property and rights-of-way, including landscaping.

(b) The event sponsor may apply to the City Council for cooperation in presenting an Old Town Special Event and request financial assistance for some or all of the costs of City services related to the Old Town Special Event. (§ 1, Ord. 00-02, eff. February 17, 2000)



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department

DATE: December 15, 2025

SUBJECT: Finance – Receive and File – Investment Report for the Month of August, 2025.

ATTACHMENTS:

1. Distribution of Investments
2. Monthly Investment Transactions
3. Certificates of Deposit
4. Municipal Securities
5. Corporate Securities
6. Graph of August 29, 2025, Treasury Rates

RECOMMENDATION

Staff recommends that the City Council receive and file the Investment Report for the Month of August 2025.

EXECUTIVE SUMMARY

Attached is the Investment Report for the month of August 2025. Shown in Attachment 1 is the distribution of investments which lists all the individual securities owned by the City with the book and market values. Book value is the actual price paid for the investment. Market value is the amount that the investment is worth if sold in the open market. The market value (which fluctuates daily) that is used in the report is as of the last working day of the month. Attachment 2 reflects the monthly investment transactions for the month of August 2025. Attachment 3 lists the certificates of deposit. Attachment 4 lists the municipal securities. Attachment 5 lists the corporate securities. Attachment 6 is a graph of Treasury rates on August 29, 2025.

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

1. Assets are invested in adherence with the safeguards and diversity of a prudent investor.
2. The portfolio is invested in a manner consistent with the primary emphasis on preservation of the principal, while attaining a high rate of return consistent with this guideline. Trading of securities for the sole purpose of realizing trading profits is prohibited.

3. Sufficient liquidity is maintained to provide a source for anticipated financial obligations as they become due.
4. Investments may be made, consistent with the Investment Policy Guidelines, in fixed income securities maturing in three years or less and can be extended to five years with the City Manager's approval.

The Finance Department invests the City's assets with an expectation of achieving a total rate of return at a level that exceeds the annualized rate of return on short-term government guaranteed or insured obligations (90-day Treasury bills) and to assure that the principal is preserved with minimal risk of depreciation or loss. In periods of rising interest rates, the City of Clovis portfolio return may be less than that of the annualized 90-day Treasury bill. In periods of decreasing interest rates, the City of Clovis portfolio return may be greater than the annualized 90-day Treasury bill. The current 90-day Treasury bill rate (annualized) is 4.45%. The rate of return for the City of Clovis portfolio is 3.80%. The goal for the City of Clovis investment return is 120% of the 90-day Treasury bill rate. The current rate of return is 85% of the Treasury bill rate.

The Finance Department began investing in corporate securities in February 2024 to provide additional diversification and yield to the portfolio. To date, 38 corporate securities have been purchased at a net book value of \$78,007,264 as of August 31, 2025. Their average yield is 4.14%, which is roughly 46 basis points higher than current yields on 5-year Treasury bonds.

In accordance with the Investment Policy, the investment period for each investment is up to three years and can be extended to five years with the City Manager's approval. As of August 2025, the average investment life of the City's investment portfolio is 1.80 years.

Current Investment Environment and Philosophy

During the month of August 2025, the federal funds rate target range was 4.25%-4.50%. On August 29, 2025, the Treasury yield curve decreased from 3-month to 3-year notes and increased from 3-year to 10-year notes.

Certificates of Deposit (CD's)

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

Purchases and Maturities

- 1 government security was purchased.
- 1 government security matured.
- 9 certificates of deposit were purchased.
- 3 certificates of deposit totaling \$750,000 matured.
- 0 municipal securities were purchased.
- 7 municipal securities were called or matured.
- 3 corporate securities were purchased.
- 0 corporate securities were called or matured.

Market Environment

- During August, the federal funds target rate range was 4.25%-4.50%.
- On August 29th, the yield curve decreased from 3-month to 3-year notes and increased from 3-year to 10-year notes. See Attachment 6, Graph of Treasury Rates on August 29, 2025.

BACKGROUND

State law (Government Code Section 53646(b)) requires that the City Treasurer provide quarterly reports on their investment activities to their governing body.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

The Finance report is for information only and no action is required.

ACTIONS FOLLOWING APPROVAL

Staff will file the report.

CONFLICT OF INTEREST

None.

Prepared by: Angela Papazian, Deputy Finance Director

Reviewed by: City Manager AM

**City of Clovis
Distribution of Investments
As of August 31, 2025**

AGENDA ITEM NO. 3.

	COST	NET BOOK VALUE	MARKET VALUE *	YIELD TO MATURITY	STATED INTEREST RATE	INVEST DATE	MATURITY DATE	DAYS TO MATURITY FROM 8/31/2025
<u>GOV'T SECURITIES</u>								
FAMCMTN	4,948,500	4,999,711	4,996,900	0.869%	0.600%	10/14/21	09/08/25	8
FHLB	871,150	942,825	941,897	3.886%	0.500%	04/26/23	11/25/25	86
FHLB	4,963,000	4,996,247	4,924,700	0.750%	0.580%	09/08/21	02/11/26	164
FHLB	3,922,000	3,990,982	3,936,120	1.229%	0.750%	12/16/21	02/24/26	177
FHLB	2,751,000	2,952,606	2,947,500	3.916%	0.790%	05/17/23	03/16/26	197
FFCB	4,967,500	4,992,944	4,843,500	1.075%	0.940%	10/14/21	09/28/26	393
FHLB	3,649,200	3,906,202	3,877,760	3.342%	1.150%	06/29/22	10/28/26	423
FHLB	5,988,000	5,997,043	5,811,360	1.291%	1.250%	11/24/21	11/24/26	450
FHLB	5,127,757	5,033,406	4,896,300	1.580%	2.125%	01/20/22	12/11/26	467
FHLB	4,043,250	4,354,463	4,294,401	3.397%	1.020%	06/29/22	02/24/27	542
FHLB	4,550,000	4,852,360	4,832,629	3.173%	1.020%	08/17/22	02/24/27	542
FHLB	3,695,200	3,907,523	3,961,897	2.564%	0.900%	03/31/22	02/26/27	544
FHLB	6,072,400	6,535,948	6,510,670	3.737%	0.900%	01/19/23	02/26/27	544
FHLB	5,247,000	5,721,528	5,625,697	4.329%	0.900%	02/16/23	02/26/27	544
FHLB	5,050,770	5,469,914	5,466,870	3.971%	1.000%	12/14/22	02/26/27	544
FHLB	4,000,000	4,000,000	3,915,320	2.375%	2.375%	03/08/22	03/08/27	554
FFCB	5,160,000	5,576,962	5,599,740	3.996%	0.830%	03/23/23	02/22/28	905
FHLB	355,160	372,857	375,740	4.123%	1.125%	01/18/24	02/25/28	908
FFCB	2,123,750	2,287,459	2,339,825	4.812%	1.000%	09/27/23	03/02/28	914
FHLB	1,893,209	2,042,912	2,100,130	5.018%	1.000%	10/18/23	03/10/28	922
FHLB	3,124,500	3,063,221	3,063,300	3.553%	4.500%	05/17/23	03/10/28	922
FFCB	626,780	655,185	661,178	4.121%	1.370%	01/18/04	03/22/28	934
FFCB	6,102,000	6,054,072	6,028,500	3.501%	3.875%	04/26/23	04/25/28	968
FFCB	5,354,250	5,420,574	5,470,410	4.349%	3.740%	06/14/23	04/27/28	970
FFCB	2,955,000	2,974,464	3,000,030	4.814%	4.470%	07/12/23	06/22/28	1,026
FFCB	2,641,500	2,774,836	2,803,200	4.130%	1.230%	12/20/23	07/13/28	1,047
FHLMC	853,500	909,420	930,040	4.601%	1.100%	11/15/23	07/27/28	1,061
FNMA	848,800	906,480	927,250	4.613%	1.000%	11/15/23	07/28/28	1,062
FHLB	882,500	925,632	934,450	4.117%	1.300%	12/20/23	08/04/28	1,069
FHLB	2,981,700	2,988,694	3,096,090	4.892%	4.750%	10/18/23	09/08/28	1,104
FHLMC	842,300	899,685	921,430	4.614%	1.000%	11/15/23	10/19/28	1,145
FFCB	1,799,000	1,799,345	1,798,740	3.764%	1.450%	08/28/25	06/01/30	1,735
SECURITIES TOTAL	\$ 108,390,675	\$ 112,307,499	\$ 111,833,574					
LAIF		\$ 60,596,907	\$ 60,596,907					
Municipal Issuance		\$ 57,827,526	\$ 57,892,673					
Corporate Securities		\$ 78,007,256	\$ 79,243,980					
Sweep Account (Union Bank)		\$ 19,231,947	\$ 19,231,947					
TOTAL CD'S		\$ 28,500,000	\$ 28,667,375					
TOTAL INVESTMENTS		\$ 356,471,135	\$ 357,466,456					

* Market values for securities obtained from US Bank.

**City of Clovis
Monthly Investment Transactions
As of August 31, 2025**

AGENDA ITEM NO. 3.

Institution	Description	Activity	Amount	Market Value	Rate	Activity Date	Maturity Date
FFCB	Gov. Sec.	Purchase	2,000,000	1,799,000	1.450%	08/28/25	06/01/30
Costco Whsl Corp	Corp	Purchase	2,000,000	1,807,200	1.600%	08/28/25	04/20/30
Trustees Princeton Univ	Corp	Purchase	2,000,000	2,059,000	4.647%	08/28/25	07/01/30
Stanford Univ	Corp	Purchase	2,000,000	2,019,000	4.146%	08/28/25	08/01/30
Goldman Sachs Bk	CD	Purchase	250,000	250,000	3.850%	08/05/25	08/07/28
Adams Cmnty Bk	CD	Purchase	250,000	250,000	3.850%	08/08/25	08/08/28
American Eagle Bk	CD	Purchase	250,000	250,000	3.800%	08/08/25	08/08/28
BMW Bk NA	CD	Purchase	250,000	250,000	3.850%	08/15/25	08/15/28
Financial Plus Cr Un	CD	Purchase	250,000	250,000	3.850%	08/15/25	08/15/28
Connexus Cr Un	CD	Purchase	250,000	250,000	4.000%	08/19/25	08/21/28
Fisher Natl Bk	CD	Purchase	250,000	250,000	4.050%	08/28/25	08/28/28
Luana Svgs Bk	CD	Purchase	250,000	250,000	3.750%	08/27/25	08/28/28
First Natl Bk	CD	Purchase	250,000	250,000	3.750%	08/29/25	08/29/28
FHLB	Gov. Sec.	Maturity	5,000,000	5,000,000	3.600%	08/28/25	08/28/25
Antelope Valley Comm Coll	Mun Iss.	Maturity	750,000	749,973	1.767%	08/01/25	08/01/25
Chabot Las Positas	Mun Iss.	Maturity	1,490,000	1,489,921	0.880%	08/01/25	08/01/25
Foothill De Anza Ref Bds	Mun Iss.	Maturity	835,000	834,929	0.906%	08/01/25	08/01/25
San Dieguito Go Bds	Mun Iss.	Maturity	1,000,000	999,929	1.661%	08/01/25	08/01/25
Santa Ana Coll Imprv Dist	Mun Iss.	Maturity	250,000	249,985	0.744%	08/01/25	08/01/25
Orange County Water Dist	Mun Iss.	Maturity	900,000	899,192	2.095%	08/15/25	08/15/25
Los Angeles CA Cmnty	Mun Iss.	Partial Call	240,000	244,800	5.520%	08/01/25	08/01/25
Generations Bk	CD	Maturity	250,000	250,000	3.400%	08/04/25	08/04/25
Direct Fed Credit	CD	Maturity	250,000	250,000	3.500%	08/18/25	08/18/25
Resource One Cr	CD	Maturity	250,000	250,000	3.300%	08/18/25	08/18/25

PORTFOLIO DATA

Current Month (08/25)

	Book	Market
CD'S	\$ 28,500,000	\$ 28,667,375
Gov't Securities*	110,375,689	111,833,574
Municipal Securities	57,827,526	57,892,673
Corporate Securities	78,007,264	79,243,980
LAIF	60,596,907	60,596,907
Sweep Account (Union Bank)	19,231,947	19,231,947
TOTAL	\$ 354,539,333	\$ 357,466,456

Prior Month (07/25)

	Book	Market
CD'S	\$ 27,000,000	\$ 27,128,845
Gov't Securities*	115,375,689	114,325,284
Municipal Securities	63,214,798	62,929,688
Corporate Securities	72,104,178	72,714,885
LAIF	60,596,907	60,596,907
Sweep Account (Union Bank)	25,174,105	25,174,105
TOTAL	\$ 363,465,677	\$ 362,869,714

Three Months Previous (05/25)

	Book	Market
CD'S	\$29,000,000	\$29,097,303
Gov't Securities*	119,112,733	117,878,004
Municipal Securities	59,995,893	59,691,261
Corporate Securities	68,015,988	68,516,435
LAIF	59,940,157	59,940,157
Sweep Account (Union Bank)	30,582,117	30,582,117
TOTAL	\$366,646,888	\$ 365,705,277

Six Months Previous (02/25)

	Book	Market
CD'S	\$31,750,000	\$31,846,613
Gov't Securities*	122,715,970	121,059,904
Municipal Securities	58,921,826	58,546,566
Corporate Securities	50,495,701	50,877,885
LAIF	59,312,273	59,312,273
Sweep Account (Union Bank)	16,972,063	16,972,063
TOTAL	\$340,167,833	\$ 338,615,304

One Year Previous (08/24)

	Book	Market
CD'S	\$32,500,000	\$32,668,768
Gov't Securities*	136,266,024	134,401,543
Municipal Securities	56,954,370	56,748,450
Corporate Securities	35,830,493	36,476,220
LAIF	57,959,324	57,959,324
Sweep Account (Union Bank)	12,462,171	12,462,170
TOTAL	\$ 331,972,382	\$ 330,716,475

*Adjusted Quarterly for Premium/Discount Amortization

**City of Clovis
Certificates of Deposit
As of August 31, 2025**

AGENDA ITEM NO. 3.

Negotiable CDs	COST	MARKET PRICE	INTEREST RATE	INVEST DATE	MATURITY DATE	MATURITY FROM 08/31/25	INTEREST FREQUENCY
Skyone Fed Credit	250,000	249,980.00	3.600%	08/30/22	09/02/25	2	QUARTERLY
Credit Union of Texas	250,000	249,917.50	3.600%	09/14/22	09/15/25	15	QUARTERLY
Forbright Bank	250,000	249,877.50	3.500%	09/16/22	09/16/25	16	QUARTERLY
Alabama Credit Union	250,000	249,887.50	3.600%	09/20/22	09/22/25	22	QUARTERLY
Kemba Finl Credit Union	250,000	249,925.00	4.000%	09/21/22	09/22/25	22	QUARTERLY
Ally Bank Sandy Utah	250,000	249,830.00	4.050%	09/29/22	09/29/25	29	QUARTERLY
Farmers Merchants	250,000	249,887.50	3.750%	09/28/22	09/29/25	29	QUARTERLY
Jefferson Finl FCU	250,000	249,972.50	4.150%	09/29/22	09/29/25	29	QUARTERLY
Dort Finl Credit Union	250,000	249,935.00	4.000%	09/30/22	09/30/25	30	QUARTERLY
First National Bank	250,000	249,860.00	3.625%	09/30/22	09/30/25	30	QUARTERLY
Numerica Credit Union	250,000	249,975.00	4.200%	09/30/22	09/30/25	30	QUARTERLY
Vystar Credit Union	250,000	249,985.00	4.350%	09/30/22	09/30/25	30	QUARTERLY
1st Financial Bank	250,000	249,930.00	4.150%	10/13/22	10/14/25	44	QUARTERLY
Bell Bank Fargo	250,000	249,930.00	4.150%	10/13/22	10/14/25	44	QUARTERLY
Pacific Alliance	250,000	249,945.00	4.200%	10/14/22	10/14/25	44	QUARTERLY
Great Southern Bank	250,000	250,002.50	4.500%	10/20/22	10/20/25	50	QUARTERLY
American Bank	250,000	249,922.50	4.350%	10/21/22	10/21/25	51	QUARTERLY
Queensborough Natl Bank	250,000	249,960.00	4.100%	10/21/22	10/21/25	51	QUARTERLY
Public Alliance Cr Un	250,000	250,060.00	4.500%	10/25/22	10/27/25	57	QUARTERLY
First Citizens Bank	250,000	250,060.00	4.700%	10/28/22	10/28/25	58	QUARTERLY
LCA Bank Corp	250,000	249,945.00	4.400%	10/28/22	10/28/25	58	QUARTERLY
Sharonview Fed Cr Un	250,000	250,275.00	4.850%	10/31/22	10/31/25	61	QUARTERLY
United Heritage Cr Un	250,000	250,217.50	4.700%	11/04/22	11/04/25	65	QUARTERLY
Capital One Natl Assn	250,000	250,332.50	4.900%	11/16/22	11/17/25	78	QUARTERLY
Spokane Teachers Cr Un	250,000	250,442.50	5.000%	11/23/22	11/23/25	84	QUARTERLY
Morgan Stanley Private	250,000	250,257.50	4.750%	12/09/22	12/09/25	100	QUARTERLY
Community Bank Topeka	250,000	250,045.00	4.300%	12/14/22	12/15/25	106	QUARTERLY
Austin Telco Fed	250,000	250,540.00	4.950%	12/16/22	12/16/25	107	QUARTERLY
Alliant Credit Union	250,000	250,750.00	5.100%	12/30/22	12/30/25	121	QUARTERLY
First Technology Fed Cr Un	250,000	250,790.00	5.150%	06/30/23	12/30/25	121	MONTHLY
Liberty First Cr Un	250,000	250,425.00	4.550%	01/17/23	01/19/26	141	QUARTERLY
Capital Educators Fed Cr	250,000	250,427.50	4.550%	01/19/23	01/20/26	142	QUARTERLY
City Natl Bank	250,000	250,262.50	4.350%	01/25/23	01/26/26	148	QUARTERLY
Manufacturers Traders	250,000	250,190.00	4.250%	01/31/23	02/02/26	155	QUARTERLY
Coastlife Cr Un	250,000	250,667.50	4.650%	02/13/23	02/13/26	166	QUARTERLY
Achieve Finl Cr Un	250,000	250,695.00	4.650%	02/17/23	02/17/26	170	QUARTERLY
California Cr Un Glendale	250,000	250,475.00	4.500%	02/23/23	02/23/26	176	QUARTERLY
Truliant Fed Cr Un	250,000	250,737.50	4.600%	02/28/23	02/27/26	180	QUARTERLY
Pioneer Fed Cr Un Mtn Home	250,000	250,750.00	4.600%	02/28/23	03/02/26	183	QUARTERLY
Tradition Cap Bankk	250,000	250,672.50	4.600%	03/03/23	03/03/26	184	MONTHLY
Alaska Fed Cr	250,000	250,900.00	4.650%	03/05/23	03/09/26	190	MONTHLY
Mid Carolina Credit	250,000	251,310.00	4.600%	03/13/23	03/13/26	194	MONTHLY
Blue Ridge Bank	250,000	251,225.00	4.500%	03/16/23	03/16/26	197	MONTHLY
Northwest Bank	250,000	251,355.00	4.600%	03/17/23	03/17/26	198	MONTHLY
Valleystar Credit Union	250,000	251,377.50	4.600%	03/20/23	03/20/26	201	MONTHLY
First Community Bank	250,000	251,245.00	4.500%	03/22/23	03/23/26	204	MONTHLY
Technology Credit Union	250,000	251,422.50	4.650%	03/23/23	03/23/26	204	MONTHLY
Cibc Bank	250,000	251,220.00	4.650%	03/24/23	03/24/26	205	MONTHLY
Signature Bank	250,000	251,410.00	4.500%	03/24/23	03/24/26	205	MONTHLY
Point West Credit Union	250,000	251,545.00	5.000%	04/12/23	04/13/26	225	MONTHLY
Flagstar Bank	250,000	251,582.50	4.650%	03/30/23	04/24/26	236	MONTHLY

**City of Clovis
Certificates of Deposit
As of August 31, 2025**

AGENDA ITEM NO. 3.

Negotiable CDs	COST	MARKET PRICE	INTEREST RATE	INVEST DATE	MATURITY DATE	MATURITY FROM 08/31/25	INTEREST FREQUENCY
Utah Cmnty Credit Union	250,000	251,070.00	4.600%	04/26/23	04/27/26	239	MONTHLY
Cross River Bank	250,000	251,142.50	4.650%	05/19/23	05/19/26	261	MONTHLY
Raiz FCU	250,000	251,580.00	4.650%	05/24/23	05/26/26	268	MONTHLY
Usalliance FCU	250,000	251,395.00	4.700%	05/26/23	05/26/26	268	MONTHLY
Chartway Fed Cr Un	250,000	251,842.50	4.900%	06/09/23	06/09/26	282	MONTHLY
Customers Bank	250,000	251,470.00	4.700%	06/14/23	06/15/26	288	MONTHLY
Lafayette Fed Cr Un	250,000	252,012.50	4.950%	12/13/23	06/15/26	288	QUARTERLY
Latino Cmnty Cr Un	250,000	252,002.50	4.900%	06/27/23	06/29/26	302	MONTHLY
Leaders Cr Un	250,000	252,175.00	5.000%	06/30/23	06/30/26	303	MONTHLY
Farmers Insurance	250,000	252,327.50	5.000%	07/21/23	07/21/26	324	MONTHLY
Maine Svgs FCU	250,000	252,327.50	5.000%	07/21/23	07/21/26	324	MONTHLY
Popular Bank New York	250,000	252,280.00	4.850%	09/06/23	09/04/26	369	QUARTERLY
Freedom Northwest Cr Un	250,000	253,672.50	5.350%	09/19/23	09/18/26	383	QUARTERLY
Amex National Bank	250,000	252,762.50	5.000%	09/20/23	09/21/26	386	QUARTERLY
First Gty Bank	250,000	253,205.00	5.100%	10/13/23	10/13/26	408	MONTHLY
Bridgewater Bank	250,000	253,375.00	5.100%	11/03/23	11/03/26	429	MONTHLY
Taylorsville Svgs Bk	250,000	253,375.00	5.100%	11/03/23	11/03/26	429	MONTHLY
Mountain Comm Bk	250,000	251,872.50	4.500%	12/20/23	12/21/26	477	QUARTERLY
American Bk Freedom	250,000	251,790.00	4.500%	12/22/23	12/22/26	478	QUARTERLY
Rockland Fed Cr Un	250,000	252,195.00	4.600%	12/22/23	12/22/26	478	QUARTERLY
Hughes Fed Cr Un	250,000	251,730.00	4.400%	01/29/24	01/29/27	516	QUARTERLY
MVB Bk Inc Fairmont	250,000	251,212.50	4.250%	01/31/24	01/29/27	516	QUARTERLY
Farmers & Merchants Tr Co	250,000	250,875.00	4.150%	01/30/24	02/01/27	519	QUARTERLY
Oregon Cmnty Cr Un	250,000	251,395.00	4.300%	02/09/24	02/09/27	527	MONTHLY
Valley Natl Bk	250,000	252,002.50	4.450%	02/21/24	02/22/27	540	MONTHLY
CFBank Fairlawn	250,000	252,035.00	4.450%	03/05/24	03/05/27	551	QUARTERLY
Haven Svgs Bk	250,000	252,150.00	4.500%	03/06/24	03/08/27	554	QUARTERLY
Univest Natl Bk	250,000	252,582.50	4.600%	03/13/24	03/15/27	561	QUARTERLY
First Natl Bk	250,000	252,662.50	4.600%	03/19/24	03/19/27	565	QUARTERLY
Nicolet Natl Bk	250,000	252,680.00	4.600%	03/22/24	03/22/27	568	QUARTERLY
People Bank Co	250,000	253,517.50	4.650%	03/30/23	03/30/27	576	MONTHLY
United FID Bank FSB	250,000	252,792.50	4.600%	04/12/24	04/12/27	589	QUARTERLY
Maine Cmnty Bk	250,000	253,402.50	4.700%	05/15/24	05/17/27	624	QUARTERLY
Fahey Banking Co	250,000	253,427.50	4.700%	05/21/24	05/21/27	628	QUARTERLY
Crown Bank Edina	250,000	253,237.50	4.650%	05/23/24	05/24/27	631	QUARTERLY
Gilmer Natl Bk	250,000	253,742.50	4.750%	06/07/24	06/07/27	645	QUARTERLY
First Fndtn Bk	250,000	254,392.50	4.900%	06/13/24	06/14/27	652	QUARTERLY
Empower Fed Cr Un	250,000	254,545.00	4.900%	06/26/24	06/28/27	666	QUARTERLY
Optum Bk Draper	250,000	253,657.50	4.700%	07/10/24	07/12/27	680	QUARTERLY
Generations Cmnty Fed Cr Un	250,000	250,710.00	4.000%	08/21/24	08/23/27	722	QUARTERLY
National Bk Superior	250,000	248,215.00	3.500%	10/08/24	10/08/27	768	QUARTERLY
True Sky Cr Un	250,000	251,330.00	4.100%	11/06/24	11/08/27	799	QUARTERLY
Workers Cr Un	250,000	251,332.50	4.100%	11/22/24	11/22/27	813	QUARTERLY
Morgan Stanley Bk	250,000	250,877.50	4.000%	01/15/25	01/18/28	870	QUARTERLY
Carroll County	250,000	254,062.50	4.650%	03/30/23	03/30/28	942	MONTHLY
Discover Bank	250,000	253,190.00	4.350%	04/26/23	04/24/28	967	MONTHLY
TTCU Fed Cr Un	250,000	257,997.50	5.000%	07/26/23	07/26/28	1,060	MONTHLY
Goldman Sachs Bk	250,000	250,067.50	3.850%	08/05/25	08/07/28	1,072	QUARTERLY
Adams Cmnty Bk	250,000	250,020.00	3.850%	08/08/25	08/08/28	1,073	QUARTERLY
American Eagle Bk	250,000	249,757.50	3.800%	08/08/25	08/08/28	1,073	QUARTERLY
BMW Bk NA	250,000	250,025.00	3.850%	08/15/25	08/15/28	1,080	QUARTERLY
Financial Plus Cr Un	250,000	250,157.50	3.850%	08/15/25	08/15/28	1,080	QUARTERLY
Connexus Cr Un	250,000	251,190.00	4.000%	08/19/25	08/21/28	1,086	QUARTERLY
Fisher Natl Bk	250,000	249,787.50	4.050%	08/28/25	08/28/28	1,093	QUARTERLY
Luana Svgs Bk	250,000	249,380.00	3.750%	08/27/25	08/28/28	1,093	QUARTERLY
First Natl Bk	250,000	249,432.50	3.750%	08/29/25	08/29/28	1,094	QUARTERLY
Wells Fargo Natl Bk	250,000	259,085.00	5.050%	11/14/23	11/14/28	1,171	MONTHLY
Consumers Fed Cr Un	250,000	258,720.00	5.000%	11/16/23	11/16/28	1,173	MONTHLY
San Francisco Fed Cr Un	250,000	253,075.00	4.250%	11/27/24	11/27/28	1,184	QUARTERLY
Amerasia Bk	250,000	251,157.50	4.000%	02/15/24	02/15/29	1,264	MONTHLY
Merrick Bk South	250,000	251,560.00	4.050%	12/20/24	06/11/29	1,380	QUARTERLY
USF Fed Cr Un	250,000	254,297.50	4.350%	07/30/24	07/30/29	1,429	QUARTERLY
Sallie Mae Bk	250,000	253,702.50	4.300%	07/31/24	07/31/29	1,430	QUARTERLY
Negotiable CD TOTAL	\$ 28,500,000	\$ 28,667,375					
CD TOTAL	\$ 28,500,000	\$ 28,667,375					

**City of Clovis
Municipal Securities
As of August 31, 2025**

AGENDA ITEM NO. 3.

Municipal Securities	NET BOOK VALUE	MARKET PRICE	INTEREST RATE	INVEST DATE	MATURITY DATE	MATURITY FROM 08/31/25	INTEREST FREQUENCY
San Jose CA Txble Ser B	2,354,881	2,355,000	2.450%	10/13/22	09/01/25	1	QUARTERLY
Los Angeles CA USD Ref Bond	1,001,799	980,200	1.455%	11/15/21	07/01/26	304	QUARTERLY
Chabot Las Positas Cmnty Clg CA	3,443,328	3,410,716	1.080%	07/27/22	08/01/26	335	QUARTERLY
Chaffey CA High School Ref Bond	1,550,779	1,545,438	2.475%	06/30/22	08/01/26	335	QUARTERLY
Huntington Beach HS Dist Ref Bond	3,255,587	3,221,582	1.208%	04/29/22	08/01/26	335	QUARTERLY
Placentia Yorba USD Ref Bond	1,091,981	1,081,584	1.070%	05/31/22	08/01/26	335	QUARTERLY
San Diego CA Cmnty Ref Bond	466,710	463,307	2.299%	04/29/22	08/01/26	335	QUARTERLY
San Ramon Valley CA USD Ref Bond	2,125,000	2,071,323	1.147%	11/03/21	08/01/26	335	QUARTERLY
Sonoma Cnty Jr College Ref Bond	1,981,332	1,972,400	2.447%	06/30/22	08/01/26	335	QUARTERLY
San Diego CA Pub Facs Ref Bond	1,597,893	1,584,164	1.812%	08/18/22	10/15/26	410	QUARTERLY
CA ST Univ Rev Ref Bond	2,411,239	2,420,175	1.142%	02/17/23	11/01/26	427	QUARTERLY
El Dorado CA Irr Dist Ref Bond	1,146,900	1,134,886	1.687%	08/18/22	03/01/27	547	QUARTERLY
Rancho Santiago Cmnty Clg	317,893	317,714	1.106%	11/17/22	03/01/27	547	QUARTERLY
University Gen Rev Bond	2,267,652	2,288,837	1.316%	10/13/22	05/15/27	622	QUARTERLY
El Monte Ca Ref Bond	570,757	573,696	1.326%	03/24/23	06/01/27	639	QUARTERLY
Los Angeles CA Dept Wtr Ref Bond	2,050,383	2,028,680	5.516%	04/27/23	07/01/27	669	QUARTERLY
Colton CA Jt Uni Sch	1,006,963	1,015,989	1.603%	11/17/22	08/01/27	700	QUARTERLY
Contra Costa Ref Bond	853,714	854,049	2.163%	09/15/22	08/01/27	700	QUARTERLY
Corona Norco Ref Bond	238,151	242,925	2.297%	09/28/23	08/01/27	700	QUARTERLY
Foothill De Anza CCD	513,399	518,222	1.473%	12/15/22	08/01/27	700	QUARTERLY
Fremont CA Uni Sch Dist	1,035,280	1,044,483	1.113%	11/17/22	08/01/27	700	QUARTERLY
Fremont CA USD Ref Bond	1,119,163	1,100,944	2.000%	05/31/22	08/01/27	700	QUARTERLY
Marin CA Cmnty Clg Dist	327,722	332,089	3.330%	11/17/22	08/01/27	700	QUARTERLY
Mount San Antonio Cmnty Clg	267,790	270,753	1.139%	11/17/22	08/01/27	700	QUARTERLY
Mount San Antonio Ref Bond	389,370	393,559	2.329%	10/13/22	08/01/27	700	QUARTERLY
Saddleback VY Uni Ref Bond	2,951,609	2,921,820	2.400%	08/10/22	08/01/27	700	QUARTERLY
San Diego CA Com CD	570,950	575,976	2.407%	12/15/22	08/01/27	700	QUARTERLY
San Ramon Valley Ref Bond	1,374,426	1,371,401	3.415%	09/15/22	08/01/27	700	QUARTERLY
Santa Monica Cmnty Clg Ref Bond	992,021	994,320	3.050%	09/15/22	08/01/27	700	QUARTERLY
Sierra CA Cmnty Clg Dist	437,926	442,494	1.129%	11/17/22	08/01/27	700	QUARTERLY
William Hart CA Un High	188,184	190,130	1.174%	11/17/22	08/01/27	700	QUARTERLY
San Jose CA Txble Ser B	878,492	889,807	2.600%	10/13/22	09/01/27	731	QUARTERLY
Soquel Creek Cnty Ref Bond	511,326	513,815	1.445%	05/18/23	03/01/28	913	QUARTERLY
Gardena Calif Pension Oblig	940,556	962,230	2.663%	10/19/23	04/01/28	944	QUARTERLY
Beverly Hills Ref Bond	590,522	596,271	1.514%	06/15/23	06/01/28	1,005	QUARTERLY
California Health FACS	731,226	751,192	3.378%	11/16/23	06/01/28	1,005	QUARTERLY
Alameda Cnty Calif	526,999	537,192	3.519%	03/21/24	08/01/28	1,066	QUARTERLY
Desert CA Cmnty College	940,399	950,680	2.023%	01/19/24	08/01/28	1,066	QUARTERLY
Long Beach Calif Cmnty	688,504	699,092	2.337%	03/21/24	08/01/28	1,066	QUARTERLY
Redondo Beach Ref Bond	612,767	629,181	1.430%	09/28/23	08/01/28	1,066	QUARTERLY
San Ramon Valley CA Uni	1,685,304	1,710,764	1.670%	07/13/23	08/01/28	1,066	QUARTERLY
Santa Ana College Impt	1,373,672	1,397,205	1.320%	07/13/23	08/01/28	1,066	QUARTERLY
Santa Clarita CA Cmnty	928,312	939,430	1.563%	01/19/24	08/01/28	1,066	QUARTERLY
William Hart CA High	924,083	933,140	1.429%	12/21/23	08/01/28	1,066	QUARTERLY
Yosemite Calif Cmnty Clg	708,008	719,040	2.210%	12/21/23	08/01/28	1,066	QUARTERLY
Los Angeles Calif Cmnty	1,027,734	1,045,653	5.520%	02/13/25	08/01/29	1,431	QUARTERLY
Riverside Calif Cmnty	1,823,738	1,852,000	1.785%	03/27/25	08/01/29	1,431	QUARTERLY
Berkeley Calif Jt Pwrs	3,035,106	3,047,130	4.375%	07/24/25	10/01/29	1,492	QUARTERLY
Mun. Securities TOTAL	\$ 57,827,526	\$ 57,892,673					
Municipal Securities TOTAL	\$ 57,827,526	\$ 57,892,673					

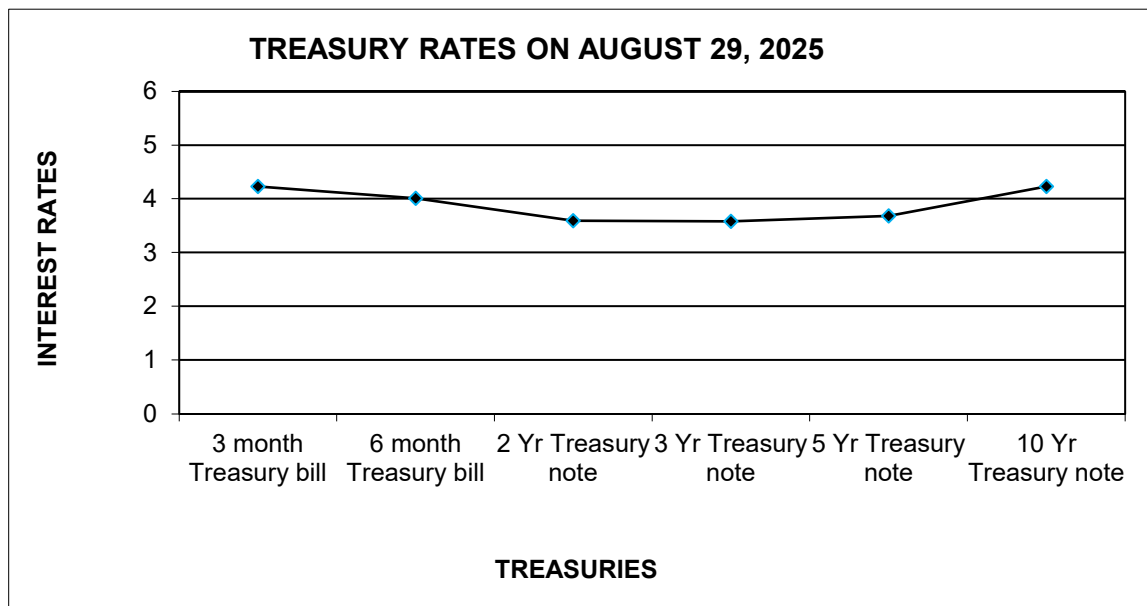
AGENDA ITEM NO. 3.

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**CITY OF CLOVIS
FINANCE DEPARTMENT
AUGUST 29, 2025 TREASURY RATES**

Treasury Rates as of August 29, 2025

3 month Treasury bill	4.23
6 month Treasury bill	4.01
2 Yr Treasury note	3.59
3 Yr Treasury note	3.58
5 Yr Treasury note	3.68
10 Yr Treasury note	4.23



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



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department

DATE: December 15, 2025

SUBJECT: Finance – Receive and File – Treasurer’s Report for the Month of August 2025.

ATTACHMENTS:

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

RECOMMENDATION

Staff recommends that the City Council receive and file the Treasurer’s Report for the Month of August 2025.

EXECUTIVE SUMMARY

Attached for the Council’s information is the Treasurer’s Report for the month ended August 31, 2025.

Pursuant to Section 41004 of the Government Code of the State of California, the City Treasurer is required to submit a monthly report of all receipts, disbursements, and fund balances. Attachment 1 provides a summary of the beginning balance, total receipts, total disbursements, ending balance for all funds, and a listing, by fund, of all month end fund balances. Attachment 2 summarizes the investment activity for the month and distribution, by type of investment, held by the City. Attachment 3 lists all investments with original maturities exceeding one year as of the month ended August 31, 2025.

BACKGROUND

State law (Government Code Section 41004) requires that the City Treasurer shall submit to the City Clerk each month a written report and accounting of all receipts, disbursements, and fund balances.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

The Finance report is for information only and no action is required.

ACTIONS FOLLOWING APPROVAL

Staff will file the report.

CONFLICT OF INTEREST

None.

Prepared by: Angela Papazian, Deputy Finance Director

Reviewed by: City Manager AA

City of Clovis
Statement of Cash Balances
As of August 31, 2025

AGENDA ITEM NO. 4.

Previous Balance		\$ 5,089,407.15 *
Deposits		54,905,345.15
Disbursements		<u>(40,654,637.17)</u>
Current Balance		<u><u>\$ 19,340,115.13</u></u>
FUNDS	BALANCE	
100 General Fund	\$ 4,366,740.05	
101 General Fund - Measure Y	7,089,704.59	
102 Fleet Fund - Measure Y	(90,128.76)	
104 CIP Capital Fund - Measure Y	(8,662.50)	
201 Local Transportation	20,229,888.60	
202 Parking and Business Improvements	249,050.07	
203 Off Highway Use	77,898.25	
204 Community Facilities District 2020-1	436,438.40	
205 Senior Citizen Memorial Trust	69,321.65	
207 Landscape Assessment District	9,432,165.53	
208 Blackhorse III (95-1) Assessment District	1,004.19	
209 Blackhorse III (95-1) Assessment District 2	43,014.88	
275 HCD Block Grant Fund	804,628.89	
301 Park & Recreation Acquisition	9,115,504.98	
304 Affordable Housing	1,039,269.38	
305 Refuse Equipment Reserve	2,955,405.94	
310 Special Street Deposit Fund	61,525,360.27	
314 Housing Successor Agency	447,409.84	
402 1976 Fire Bond Redemption	25,446.16	
404 1976 Sewer Bond Redemption Fund	450,516.56	
501 Community Sanitation Fund	16,595,714.26	
502 Sewer Service Fund	39,883,389.11	
504 Sewer Capital Projects-Users	682,629.58	
506 Sewer Capital Projects-Developer	(955,055.29)	
507 Water Service Fund	48,102,360.56	
508 Water Capital Projects-Users	7,886,016.86	
509 Water Capital Projects-Developer	11,888,554.53	
515 Transit Fund	20,815,166.30	
540 Planning & Development Services	16,962,231.85	
601 Property & Liability Insurance	1,097,989.21	
602 Fleet Maintenance	30,671,840.87	
603 Employee Benefit Fund	21,538,054.92	
604 General Government Services	25,947,937.48	
605 Facilities Maintenance	6,270,919.13	
606 Information Technology	6,021,052.63	
701 Curb & Gutter Fund	177,879.93	
703 Payroll Tax & Withholding Fund	3,303,052.90	
712 Temperance/Barstow Assmt Dist (98-1)	83,857.72	
713 Shepherd/Temperance Assmt Dist (2000-1)	5,645.42	
715 Supp Law Enforcement Serv	7,316.04	
716 Asset Forfeiture	682,655.60	
720 Measure A-Public Safety Facility Tax	2,158.06	
736 SA Admin Trust Fund	1,421.40	
741 SA Debt Service Trust Fund	(122,653.67)	
747 Housing Successor Trust Fund	1,137.98	
SUBTOTALS	<u><u>\$ 375,811,250.35</u></u>	
999 Invested Funds	<u>(356,471,135.22)</u>	
TOTAL	<u><u>\$ 19,340,115.13</u></u>	

* Prior balance difference due to an unposted cash receipt from July

City of Clovis
Summary of Investment Activity
For the month of August 31, 2025

Balance of Investments Previous Month End		\$ 363,465,677.00
Time Certificates of Deposit Transactions		
Investments	2,250,000.00	
Withdrawals	(750,000.00)	
Total CD Changes		1,500,000.00
Other Changes		
Government Securities	(3,068,190.00)	
Local Agency Investment Fund	0.00	
Municipal Securities	(5,387,271.50)	
Corporate Securities	5,903,078.00	
Sweep Account	(5,942,158.28)	
Total Other Changes		(8,494,541.78)
Balance of Investments Current Month End		\$ 356,471,135.22

City of Clovis
Distribution of Investments
As of August 31, 2025

Insured CD's	28,500,000.00
Government Securities	112,307,499.10
Corporation Securities	78,007,256.00
Local Agency Investment Fund	60,596,906.65
Municipal Securities	57,827,526.05
Sweep Account	19,231,947.42
Investment Total	\$ 356,471,135.22

City of Clovis
Government Maturities Exceeding One Year
As of August 31, 2025

AGENDA ITEM NO. 4.

Institution	Face Value	Investment	Maturity	Stated Rate
		Balance At Amortized Cost		
FHLB	5,000,000.00	4,999,711.00	9/8/2025	0.600%
FHLB	980,000.00	942,825.00	11/25/2025	0.500%
FFCB	5,000,000.00	4,996,247.00	2/11/2026	0.580%
FHLB	4,000,000.00	3,990,982.00	2/24/2026	0.750%
FHLB	3,000,000.00	2,952,606.00	3/16/2026	0.790%
FHLB	5,000,000.00	4,992,944.00	9/28/2026	0.940%
FHLB	4,000,000.00	3,906,202.00	10/28/2026	1.150%
FHLB	6,000,000.00	5,997,043.00	11/24/2026	1.250%
FHLB	5,000,000.00	5,033,405.60	12/11/2026	2.125%
FHLB	4,500,000.00	4,354,463.00	2/24/2027	1.020%
FHLB	5,000,000.00	4,852,360.00	2/24/2027	1.020%
FHLB	4,000,000.00	3,907,523.00	2/26/2027	0.900%
FHLB	6,800,000.00	6,535,948.00	2/26/2027	0.900%
FHLB	5,700,000.00	5,721,528.00	2/26/2027	0.900%
FHLB	6,000,000.00	5,469,914.00	2/26/2027	1.000%
FHLB	4,000,000.00	4,000,000.00	3/8/2027	2.375%
FHLB	6,000,000.00	5,576,962.00	2/22/2028	0.830%
FHLB	400,000.00	372,857.00	2/25/2028	1.125%
FFCB	2,500,000.00	2,287,459.00	3/2/2028	1.000%
FHLB	2,245,000.00	2,042,911.50	3/10/2028	4.500%
FFCB	3,000,000.00	3,065,221.00	3/10/2028	1.000%
FFCB	700,000.00	655,185.00	3/22/2028	1.370%
FFCB	6,000,000.00	6,054,072.00	4/25/2028	3.875%
FFCB	5,500,000.00	5,420,574.00	4/27/2028	3.740%
FFCB	3,000,000.00	2,974,464.00	6/22/2028	4.470%
FFCB	3,000,000.00	2,774,836.00	7/13/2028	1.230%
FHLMC	1,000,000.00	909,420.00	7/27/2028	1.100%
FNMA	1,000,000.00	906,480.00	7/28/2028	1.000%
FHLB	1,000,000.00	925,632.00	8/4/2028	1.300%
FFCB	3,000,000.00	2,988,694.00	9/8/2028	4.750%
FHLMC	1,000,000.00	899,685.00	10/19/2028	1.000%
FFCB	2,000,000.00	1,799,345.00	6/11/2030	1.450%

City of Clovis
Municipal Maturities Exceeding One Year
As of August 31, 2025

AGENDA ITEM NO. 4.

Institution	Face Value	Investment	Maturity	Stated Rate
		Balance At Amortized Cost		
San Jose Ca Taxable Series B	2,355,000.00	2,354,880.50	9/1/2025	2.450%
LA CUSD GO Bonds	1,000,000.00	1,001,799.00	7/1/2026	1.455%
Chabot Las Positas Comm Coll	3,505,000.00	3,443,328.00	8/1/2026	1.080%
Chaffey Joint Union HS	1,565,000.00	1,550,778.50	8/1/2026	2.475%
Huntington Beach Union HS	3,305,000.00	3,255,587.00	8/1/2026	1.208%
Placentia Yorba Linda USD	1,110,000.00	1,091,981.00	8/1/2026	1.070%
San Diego Comm Coll Dist	470,000.00	466,710.00	8/1/2026	2.299%
San Ramon Valley CUSD	2,125,000.00	2,125,000.00	8/1/2026	1.147%
Sonoma County Jr Coll Dist	2,000,000.00	1,981,332.00	8/1/2026	2.447%
San Diego Pub Facilities Dist	1,625,000.00	1,597,893.00	10/15/2026	1.812%
California St Univ Taxable 2021B	2,500,000.00	2,411,239.00	11/1/2026	1.142%
El Dorado Irrigation Dist	1,175,000.00	1,146,900.00	3/1/2027	1.687%
Rancho Santiago CC Ref 2020	335,000.00	317,892.50	3/1/2027	1.106%
UC Taxable Gen Bds 2020 B	2,385,000.00	2,267,651.50	5/15/2027	1.316%
El Monte HSD Taxable Ref 2021	600,000.00	570,757.00	6/1/2027	1.326%
LA Dept Wtr Pwr Rev Bonds 2010C	2,000,000.00	2,050,383.00	7/1/2027	5.516%
Colton CA USD Ref Bonds 2020	1,060,000.00	1,006,963.00	8/1/2027	1.603%
Contra Costa Comm College Dist	880,000.00	853,714.00	8/1/2027	2.163%
Corona Norco USD Ref Bond 2019	250,000.00	238,151.00	8/1/2027	2.297%
Foothill De Anza CC Taxable 2021	540,000.00	513,399.00	8/1/2027	1.473%
Fremont USD Alameda County	1,100,000.00	1,035,280.00	8/1/2027	1.113%
Fremont USD Taxable Ref 2021	1,140,000.00	1,119,163.00	8/1/2027	2.000%
Marin County Comm Coll 2016	335,000.00	327,721.80	8/1/2027	3.330%
Mount San Antonio CC 2021	285,000.00	267,790.00	8/1/2027	1.139%
Mount San Antonio Comm Coll	405,000.00	389,369.75	8/1/2027	2.329%
Saddleback Valley USD	3,000,000.00	2,951,609.00	8/1/2027	2.400%
San Diego CCD Taxable 2019	590,000.00	570,950.00	8/1/2027	2.407%
San Ramon Valley CUSD	1,435,000.00	1,374,426.00	8/1/2027	1.440%
Santa Monica Comm College Dist	1,000,000.00	992,021.00	8/1/2027	3.415%
Sierra CA CCD 2021A Ref	465,000.00	437,925.50	8/1/2027	1.129%
William Hart USD 2020 Ref	200,000.00	188,184.00	8/1/2027	1.174%
San Jose Ca Taxable Series B	910,000.00	878,492.00	9/1/2027	2.600%
Soquel Creek Wtr Ref 2020	545,000.00	511,325.50	3/1/2028	1.445%
Gardena Calif Pension Obligation	1,000,000.00	940,556.00	4/1/2028	2.663%
Beverly Hills Taxable Ref 2020B	635,000.00	590,521.50	6/1/2028	1.514%
California Health Facs Fing Au	760,000.00	731,226.00	6/1/2028	3.378%
Alameda Cnty Calif	540,000.00	526,999.00	8/1/2028	3.519%
Desert CA Cmnty College	1,000,000.00	940,399.00	8/1/2028	2.023%
Long Beach Calif Cmnty	730,000.00	688,504.00	8/1/2028	2.337%
Redondo Beach CA Uni Bond 2018	675,000.00	612,767.00	8/1/2028	1.430%
San Ramon Valley CA	1,820,000.00	1,685,304.00	8/1/2028	1.670%
Santa Ana College Impt	1,500,000.00	1,373,672.00	8/1/2028	1.320%
Santa Clarita Calif Cmnty	1,000,000.00	928,312.00	8/1/2028	1.563%
William Hart High	1,000,000.00	924,083.00	8/1/2028	1.429%
Yosemite Calif Cmnty College	750,000.00	708,008.00	8/1/2028	2.210%
Los Angeles Community College Dist	1,010,000.00	1,027,734.00	8/1/2029	5.520%
Riverside Community College Dist	2,000,000.00	1,823,738.00	8/1/2029	1.785%
Berkeley Calif Jt Pwrs	3,000,000.00	3,035,106.00	10/1/2029	4.375%

City of Clovis
Corporate Maturities Exceeding One Year
As of August 31, 2025

AGENDA ITEM NO. 4.

Institution	Face Value	Investment	Maturity	Stated Rate
		Balance At Amortized Cost		
Duke Energy Carolinas LLC	2,000,000.00	1,965,259.00	11/15/2028	3.950%
Toyota MTR Cr Corp	2,000,000.00	1,994,519.00	1/5/2029	4.350%
Procter & Gamble Co	2,000,000.00	1,996,278.00	1/29/2029	4.650%
Air Products and Chemicals	2,000,000.00	1,994,449.00	2/8/2029	4.600%
Texas Instrument Inc	2,000,000.00	2,006,835.00	2/8/2029	4.600%
Cummins Inc	2,000,000.00	2,022,837.00	2/20/2029	4.900%
Bristol-Myers Squibb Co	2,000,000.00	2,002,931.00	2/22/2029	4.900%
Astrazeneca Finance LLC	2,000,000.00	1,987,064.00	2/26/2029	4.850%
Cisco Sys Inc.	2,000,000.00	2,014,143.00	2/26/2029	4.850%
Caterpillar Finl	2,000,000.00	2,014,907.00	2/27/2029	4.850%
Merck Co Inc.	2,000,000.00	1,927,722.00	3/7/2029	3.400%
Blackrock Fund Inc.	2,000,000.00	2,007,098.00	3/14/2029	4.700%
Adobe Inc	2,000,000.00	2,007,682.00	4/4/2029	4.800%
Home Depot Inc.	2,000,000.00	1,994,191.00	4/15/2029	4.900%
United Health Group	2,000,000.00	1,978,216.00	4/15/2029	4.700%
Midamerican Energy Co	1,500,000.00	1,458,878.00	4/15/2029	3.650%
Glaxosmithkline Capital	2,000,000.00	1,916,556.00	6/1/2029	3.375%
John Deere Capital	2,000,000.00	2,009,879.00	6/11/2029	4.850%
Citibank NA	2,000,000.00	2,033,816.00	8/6/2029	4.838%
Honeywell Intl Inc	2,000,000.00	2,073,100.00	9/1/2029	4.875%
Unilever Capital Corp	1,500,000.00	1,374,329.00	9/6/2029	2.125%
Paccar Financial Group	2,000,000.00	1,963,294.00	9/26/2029	4.000%
State Street Corp	2,000,000.00	1,822,038.00	1/24/2030	2.400%
Pepsico Inc	3,000,000.00	2,986,640.00	2/7/2030	4.600%
Eli Lilly & Co	3,000,000.00	3,000,000.00	2/12/2030	4.750%
Target Corp	2,000,000.00	1,834,911.00	2/15/2030	2.350%
Hershey Company	2,000,000.00	2,023,726.00	2/24/2030	4.750%
Johnson & Johnson	2,000,000.00	2,031,923.00	3/1/2030	4.700%
President & Fellow	2,500,000.00	2,552,158.00	3/15/2030	4.887%
Kimberly Clark Corp	2,500,000.00	2,383,969.00	3/26/2030	3.100%
Mastercard Inc	2,000,000.00	1,910,431.00	3/26/2030	3.350%
Nike Inc	2,500,000.00	2,357,917.00	3/27/2030	2.850%
Gen Dynamics Corp	2,500,000.00	2,423,445.00	4/1/2030	3.625%
Pfizer Investment Enterprise	2,000,000.00	2,038,545.00	5/19/2030	4.650%
Dartmouth College	2,000,000.00	2,012,169.00	6/1/2030	4.273%
Costco Wholesale Corp	2,000,000.00	1,807,541.00	4/20/2030	1.600%
Stanford University	2,000,000.00	2,018,968.00	8/1/2030	4.146%
Trustees Princeton Univ	2,000,000.00	2,058,892.00	7/1/2030	4.647%



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department

DATE: December 15, 2025

SUBJECT: Finance - Approval – Res. 25-____, Approving the submittal of the 2025-2026 Transportation Funding Claim, in the amount of \$18,585,056 to the Fresno Council of Governments.

ATTACHMENTS: 1. Res. 25-____, Submission of Transportation Funding Claim Forms

RECOMMENDATION

That the Council approve Resolution 25-____, approving the submittal of the 2025-2026 Transportation Funding Claim, in the amount of \$18,585,056 to the Fresno Council of Governments.

EXECUTIVE SUMMARY

Each year the City of Clovis is required to submit an annual transportation claim for the Local Transportation Fund of Fresno County to the Fresno Council of Governments (COG) to receive funds provided through the Transportation Development Act (TDA) of 1971. The claim is prepared in accordance with the City's annual budget. After the TDA claim is adopted by the Resolution of the City Council, the claim is submitted to COG for adoption by Resolution of the COG board. After approval, the City will begin to receive the funds apportioned by COG for the 2025-2026 fiscal year.

BACKGROUND

Each year the City files a claim with the Fresno Council of Governments (COG) to receive funds provided through the Transportation Development Act (TDA) of 1971. The claim provides information on the various sources that are used to fund the transit operation and to fund bicycle/pedestrian projects.

The claim is normally based on the current year budget. If circumstances have changed since the budget was prepared, the claim will be based on the best available information.

In order for COG to allocate the TDA funds, the claim needs to be submitted to COG for approval. The claim allocates the available funds based on the final estimated allocation received from COG in May 2025.

FISCAL IMPACT

The TDA funds are budgeted in 2025-2026 based upon the final estimated allocation received from COG in May 2025. Approval of the claim by the Council will allow the City to receive the funds.

REASON FOR RECOMMENDATION

To allocate the funds in accordance with the 2025-2026 estimates, it is necessary to submit the TDA claim to COG for approval. Approval of the claim by the Council for submittal is required.

ACTIONS FOLLOWING APPROVAL

After Council approval, the claim will be filed with COG.

CONFLICT OF INTEREST

None.

Prepared by: Emily Pimentel, Accountant

Reviewed by: City Manager AA

RESOLUTION 25-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING SUBMISSION OF THE 2025-2026 TRANSPORTATION FUNDING CLAIM TO
THE FRESNO COUNCIL OF GOVERNMENTS**

WHEREAS, the City of Clovis is required to submit an annual transportation claim for the Transportation Funding through the Fresno Council of Governments for the fiscal year 2025-2026; and

WHEREAS, the Fresno Council of Governments has the authority to review claims and allocate such funds in accordance with the Transportation Development Act of 1971 and Chapter 3 of Title 30 of the California Administrative Code; and

WHEREAS, the City of Clovis has approved the 2025-2026 Budget for expenditures for 2025-2026; and

WHEREAS, the Transportation Act of 1971 requires certain findings and declarations regarding transit needs and conformance with Article 8, Chapter 1400, Statutes 1971 and applicable rules and regulations.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis hereby authorizes submittal of its Claim for Local Transportation Funds, as Attachment A, in the amount of \$18,585,056 for purposes allowed under Articles 3, 4, 4.5, and 8 of the Transportation Development Act of 1971.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on December 15, 2025, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk

Enter Date: 12/2/2025

Claimant Name: City of Clovis

AGENDA ITEM NO. 5.

TRANSPORTATION FUNDING CLAIM FOR FISCAL YEAR: 2025/26

Instructions: Please note that each page of this claim is a separate worksheet, please click through all tabs and complete. Also note that light yellow fields require an entry if applicable, light grey fields contain formulas that will automatically calculate based on corresponding entries. A date and claimant name field is at the top of the first page, and automatically repeats on following pages, (date should be formatted 00/00/0000)

When completed, please print, sign and send signed original via mail to:

Les Beshears, Director of Finance, Fresno Council of Governments, 2035 Tulare Street, Suite 201, Fresno, CA 93721

From: Applicant:	City of Clovis
Address:	1033 Fifth Street
City/State/Zip:	Clovis, CA 93612
Contact Phone/email:	Jay Schengel / 559-324-2113

This applicant is an eligible claimant pursuant to Section 99203 of the Public Utilities Code and certifies that the following transportation funds are available to be claimed:

Local Transportation Fund

Apportionment:	\$ 7,321,916
Unexpended, Held by Claimant:	\$ 9,662,708
County 4.5 Contribution	\$ 17,408
County Contract for Tarpey Roundup:	\$ 171,793

State Transit Assistance Fund

Estimate:	\$ 1,411,231
Other Agency:	

Other

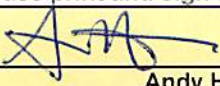
Audit Exception/Impairment (required General Fund Payback):	
Other:	

Eighteen Million, Five Hundred Eighty Five Thousand, Fifty Six	TOTAL
	\$ 18,585,056

spell out total amount in above cell

for the purposes and respective amounts specified in the attached claim be drawn from the Local Transportation Fund and State Transit Assistance Fund.

Please print and sign after completing form

Authorized Signature:	
Name/Title:	Andy Haussler, City Manager
Date:	12/15/2025



2035 Tulare St., Ste. 201 tel 559-233-4148
Fresno, California 93721 fax 559-233-9645

www.fresnocog.org

Enter Date: 12/2/2025

Claimant Name: City of Clovis

AGENDA ITEM NO. 5.

TRANSPORTATION FUNDING CLAIM DETAIL FOR FISCAL YEAR: 2025/26

PURPOSE	AMOUNT	SUBTOTAL
1. Bicycle & Pedestrian Facilities:		
Article 3:	\$ 146,469	
Article 8a:		
Audit Exceptions (General Fund Payback);		
Unexpended Funds, Held by Claimant:		\$ 146,469
2. Regional Transportation Planning:	\$ 204,544	\$ 204,544
3. Public Transportation		
Article 4:	\$6,613,597	
Article 8c:		
Tarpey Roundup County Contract:	\$ 171,793	
Other Agency:		
State Transit Assistance Funds (STA):	\$ 1,411,231	
Audit Exceptions (General Fund Payback):		
Unexpended Funds, Held by Claimant:	\$ 9,662,708	\$17,859,329
4. Community Transit Service CTSA, Article 4.5:	\$ 374,714	\$ 374,714
5. To Be Claimed By:		
FAX Contract:	\$ -	\$ -
GRAND TOTAL		\$ 18,585,056
Claim Total Must Agree With Total on First Page		\$ 18,585,056
Minus All Unexpended Funds and RTP not used for Transit Claims		\$ 9,867,252
GRAND TOTAL PAYABLE TO CLAIMANT		\$ 8,717,804

Allocation instructions and payment by the Fresno County Auditor-Controller to the applicant is subject to such monies being available for distribution, and to the provisions that such monies will be used only in accordance with the rules and regulations of the Transportation Development Act.

Enter Date: 12/2/2025

Claimant Name: City of Clovis

AGENDA ITEM NO. 5.

BICYCLE AND PEDESTRIAN FACILITIES FOR FISCAL YEAR: 2025/26

Two percent (2%) of the claimant's Local Transportation Fund apportionment must be spent on bicycle and pedestrian facilities (PUC 99233.3 and 99234); such claims are to be filed as Article 3. Claims for projects in excess of 2% may be filed as Article 8a (PUC 99400(a)). If other funding is to be used with Local Transportation Funds to implement projects, such funding should be shown on the claim form.

PROJECT TITLE & BRIEF DESCRIPTION	PROJECT COST
Various Bicycle & Pedestrian Facilities throughout the claimant's jurisdiction:	\$ 146,469.00
AND/OR:	
Other - describe briefly if applicable:	\$ -
Other - describe briefly if applicable:	\$ -
Other - describe briefly if applicable:	\$ -
TOTAL PROJECT COSTS	\$ 146,469.00

Enter Date: 12/2/2025

Claimant Name: City of AGENDA ITEM NO. 5.

PUBLIC AND SPECIALIZED TRANSPORTATION SERVICE CLAIM FOR OPERATING AND CAPITAL EXPENSES FY: 2025/26

GENERAL TRANSPORTATION SERVICE PROPOSED 2025/26		PROJECT COSTS	TOTALS
(Information needed per PUC 99266, which states no moneys may be allocated in excess of 15% above preceding year unless claim is accompanied by supporting documentation)			
TOTAL PROJECT COSTS		\$ 9,174,346.00	
Prior Year	\$ 5,530,781.00		
Percentage Change	66%		
more than prior year			
Revenue Source & Amount	Operating	Capital	Total
LTF Article 4:	\$ 3,874,338.00		\$ 3,874,338.00
LTF Article 4.5 or 8c:			\$ -
STA:		\$ 1,034,543.00	\$ 1,034,543.00
Fares:	\$ 5,000.00	N/A	\$ 5,000.00
Local Support:	\$ 1,411,960.00	N/A	\$ 1,411,960.00
Fed/State Grants:	\$ 1,715,000.00	\$ 888,005.00	\$ 2,603,005.00
Measure C:	\$ -	\$ 167,000.00	\$ 167,000.00
Interest:	\$ 78,500.00		\$ 78,500.00
Unexpended Funds Held By Claimant:			\$ -
Audit Exception - General Payback Fund:			\$ -
SUB-TOTALS	\$ 7,084,798.00	\$ 2,089,548.00	\$ 9,174,346.00

ELDERLY/HANDICAPPED SERVICE PROPOSED 2025/26		PROJECT COSTS	TOTALS
(Information needed per PUC 99266, which states no moneys may be allocated in excess of 15% above preceding year unless claim is accompanied by supporting documentation)			
TOTAL PROJECT COSTS		\$ 6,761,512.00	
Prior Year	\$ 5,951,122.00		
Percentage Change	14%		
more than prior year			
Revenue Source & Amount	Operating	Capital	Total
LTF Article 4:	\$ 3,670,067.00		\$ 3,670,067.00
Tarpey Roundup:	\$ 171,793.00		\$ 171,793.00
STA:		\$ 500,000.00	\$ 500,000.00
Fares:		N/A	\$ -
Local Support:	\$ 626,152.00	N/A	\$ 626,152.00
Fed/State Grants:	\$ 1,715,000.00		\$ 1,715,000.00
Measure C:	\$ -		\$ -
Interest:	\$ 78,500.00		\$ 78,500.00
Unexpended Funds Held By Claimant:			\$ -
Audit Exception - General Payback Fund:			\$ -
SUB-TOTALS	\$ 6,261,512.00	\$ 500,000.00	\$ 6,761,512.00

CONSOLIDATED TRANSIT SERVICE AGENCY PROPOSED 2025/26		PROJECT COSTS	TOTALS
(Information needed per PUC 99266, which states no moneys may be allocated in excess of 15% above preceding year unless claim is accompanied by supporting documentation)			
TOTAL PROJECT COSTS		\$ 832,698.00	
Prior Year	\$ 827,269.00		
Percentage Change	1%		
more than prior year			
Revenue Source & Amount	Operating	Capital	Total
LTF Article 4.5:	\$ 374,714.00		\$ 374,714.00
LTF Article 8c:			\$ -
STA:			\$ -
Fares:		N/A	\$ -
Local Support:	\$ 457,984.00	N/A	\$ 457,984.00
Fed/State Grants:			\$ -
Other - describe briefly if applicable:			\$ -
Other - describe briefly if applicable:			\$ -
Unexpended Funds Held By Claimant:			\$ -
Audit Exception - General Payback Fund:			\$ -
SUB-TOTALS	\$ 832,698.00	\$ -	\$ 832,698.00

GRAND TOTALS:	OPERATING	CAPITAL	TOTAL
	\$ 14,179,008.00	\$ 2,589,548.00	\$ 16,768,556.00

Enter Date: 12/2/2025

Claimant Name: City of Clovis

PUBLIC AND SPECIALIZED TRANSPORTATION SERVICE FAREBOX CALCULATION FOR FISCAL YEAR: 2025/26

REQUIRED OPERATING/FAREBOX CALCULATIONS

General Transportation Service:

1. Total Operating Expenses Minus Exclusions	Operating Expenses:	\$ 7,084,798.00
2. Farebox Revenues	Amount Excluded	\$ 7,084,798.00
3. Other Local Support		\$ 5,000.00
4. Total Local Support (Adds Lines 2 + 3)		\$ 1,411,960.00
5. Farebox Revenue/Operating Expense Ratio (Line 2 Divided By Line 1)		\$ 1,416,960.00
6. Required Minimum Ratio Verification: Enter 1 for Urban, 2 for Rural		0%
7. Total Local Support/Operating Expense Ratio (Line 4 Divided By Line 1)		20%
8. Required Minimum Ratio Criteria:		20%
URBAN 20%		
RURAL 10%		
	Meets Minimum Requirements	20%

Elderly/Handicapped Service:

1. Total Operating Expenses Minus Exclusions	Operating Expenses:	\$ 6,261,512.00
2. Farebox Revenues	Amount Excluded	\$ 6,261,512.00
3. Other Local Support		\$ -
4. Total Local Support (Adds Lines 2 + 3)		\$ 626,152.00
5. Farebox Revenue/Operating Expense Ratio (Line 2 Divided By Line 1)		\$ 626,152.00
6. Required Minimum Ratio Verification:		0%
7. Total Local Support/Operating Expense Ratio (Line 4 Divided By Line 1)		10%
8. Required Minimum Ratio Criteria:		10%
10%	Meets Minimum Requirements	10%

Consolidated Transportation Service Agency:

1. Total Operating Expenses Minus Exclusions	Operating Expenses:	\$ 832,698.00
2. Farebox Revenues	Amount Excluded	\$ 832,698.00
3. Other Local Support		\$ -
4. Total Local Support (Adds Lines 2 + 3)		\$ 457,984.00
5. Farebox Revenue/Operating Expense Ratio (Line 2 Divided By Line 1)		\$ 457,984.00
6. Required Minimum Ratio Verification:		0%
7. Total Local Support/Operating Expense Ratio (Line 4 Divided By Line 1)		55%
8. Required Minimum Ratio Criteria:		55%
Fares 10%	Meets Minimum Requirements	55%
Other Local Support 45%		

SUMMARY TOTALS:

1. Total OF ALL Operating Expenses PLUS Exclusions	Total Operating Expenses:	\$ 14,179,008.00
	Total Amount Excluded:	\$ -
		\$ 14,179,008.00
	Must Agree With TOTAL, Project Detail Operator Tab:	\$ 2,589,548.00
	2. Total of All Capital Projects:	\$ 2,589,548.00
	Must Agree With CAPITAL PROJECTS, Project Detail Operator Tab:	\$ 16,768,556.00
	3. GRAND TOTAL:	\$ 16,768,556.00

Enter Date: 12/2/2025

Claimant Name: City of Clovis

AGENDA ITEM NO. 5.

CONTINGENCY PROJECT LISTING FOR FISCAL YEAR: 2025/26

Should additional Local Transportation Fund or State Transit Assistance Fund monies be made available during the current fiscal year, they are hereby also claimed for the following purposes:

CHECK ALL THAT APPLY (Enter "X" in yellow box)

BICYCLE AND PEDESTRIAN FACILITIES

☒ Article 3

PUBLIC TRANSPORTATION

☒ Article 4**SUPPLEMENTAL INFORMATION REQUIRED OF TRANSIT CLAIMANTS (CCR 6632)**

ATTACHED TO THIS CLAIM ARE SUBMITTED THE FOLLOWING DOCUMENTS:

(initial yellow box all that apply)



Budget or proposed budget for the 2025/26 fiscal year.



Statement for prior year revenues and expenditures (projections acceptable).



California Highway Patrol Certification pursuant to PUC 99251 (no claim may be approved unless accompanied by this certification). Date on this certification must be within 13 months of the proposed claim approval date.

STANDARD ASSURANCES FOR TRANSIT CLAIMANTS

CLAIMANT ASSURANCES: (initial yellow box all that apply)



A. Claimant certifies that it has submitted a satisfactory, independent fiscal audit, with required certification statement, to the RTPA and to the State Controller, pursuant to PUC 99245 and 21 Cal. Code of Regulations Section 6664 for the prior fiscal year (project year minus two). Claimant assures that this audit requirement will be completed for the current fiscal year (project year minus one).



B. Claimant certifies that it has submitted a State Controller Report, in conformance with the uniform system of accounts and records, to the RTPA, and to the State Controller, pursuant to PUC 99243, for the prior year (project year minus two). Beginning with the 1979-80 fiscal year, claimant assures that this report will be audited by an independent CPA. Claimant assures that this report will be completed for the current fiscal year (project year minus one)



C. Claimant certifies in accordance with PUC Section 99314.5(b) that it is not precluded by any contract entered into on or after June 28, 1979, from employing part-time drivers or contracting with common carriers of persons operating under a franchise or license. Claimant further certifies that no person who was a full-time employee on June 28, 1979, shall have his or her employment terminated or his or her regular hours of employment, excluding overtime, reduced by the operator as a result of it employing part-time drivers or contracting with such common carriers.

D. Claimant filing claim pursuant to PUC Section 99260 certifies that:

(check one by entering "X" in yellow cell):



1. the current cost of its retirement system is fully funded with respect to the officers and employees of its public transportation system (PUC Section 99271a); or



2. the operator is implementing a plan approved by the transportation planning agency which will fully fund the retirement system for such officers and employees within 40 years (PUC Section 99271a); or



3. the operator has a private pension plan which sets aside and invests on a current basis funds sufficient to provide for the payment of future pension benefits and which is fully compliant with the requirements stated in PUC Sections 99272 and 99273.



E. Claimant certifies that it is in compliance with PUC Section 99264 that it does not routinely staff, with two or more persons, a vehicle for public transportation purposes designed to be operated by one person.



F. Claimant certifies that it is making full use of federal funds available under the Urban Mass Transportation Act of 1964, as amended in accordance with Section 6754(a)(3).



G. Claimant certifies that this is in compliance with PUC Section 99155 that if it offers reduced fares to seniors, the same reduced rate is offered to disabled persons, handicapped persons, and disabled veterans and it honors the federal Medicare card for identification to receive reduced fares.



H. Claimant certifies that it is in compliance with PUC Section 99155.5 regarding dial-a-ride and paratransit services being accessible to handicapped persons and that the service is provided to persons without regard to vehicle ownership and place of residence.

The undersigned hereby certifies that the above statements are true and correct.

Please print and sign after completing form

Authorized Signature:



Name/Title: Andy Haussler, City Manager

Date: 12/15/2025



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services

DATE: December 15, 2025

SUBJECT: General Services – Approval – Res. 25-____, Approving a Side Letter Agreement with the Transit Employees Bargaining Unit to Incorporate Required Federal Transit Administration Random Drug and Alcohol Testing Protocols.

ATTACHMENTS: 1. Resolution 25-____, Side Letter

RECOMMENDATION

For the City Council to approve a resolution approving a side letter agreement with Transit Employees Bargaining Unit (TEBU) to incorporate required Federal Transit Administration (FTA) random drug and alcohol testing protocols.

EXECUTIVE SUMMARY

The City of Clovis has recently become a recipient of funding through the Federal Transit Administration (FTA) to support its public transit operations. As a condition of this funding, the City is required to comply with FTA regulations regarding drug and alcohol testing for safety-sensitive employees. While the City maintains a comprehensive drug and alcohol testing policy, the FTA requirements necessitate the formal inclusion of additional specific random testing protocols. These include expansion of employees required to participate in random drug and alcohol testing, selection procedures, and documentation standards.

To ensure compliance and maintain eligibility for federal transit funding, the City has negotiated a Side Letter Agreement with the affected employee bargaining unit to formally incorporate these FTA-mandated provisions.

BACKGROUND

As a new recipient of funding through the FTA, Clovis Transit is required to meet programmatic, legal, and administrative requirements by developing and implementing policies to comply with federal regulations. This includes creating a policy 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. The policy was approved by the City Council on June 16, 2025. It was 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 Department of Transportation (DOT) regulations. The policy includes provisions for pre-employment, post-accident, reasonable suspicion, return-to-duty, and follow-up testing. It also establishes clear procedures for notification, sample collection, confidentiality, and employee assistance programs, ensuring the City remains compliant with federal mandates while maintaining the safeguards and due process protections in place for employees.

The Side Letter Agreement between the City of Clovis and TEBU reflects a mutual understanding and agreement regarding the implementation of FTA-required random drug and alcohol testing. Impacted employees will now be subject to mandatory randomized drug and alcohol testing for the first time.

Through the meet and confer process, the City and TEBU mutually agreed upon the terms in the Side Letter Agreement. The TEBU employees impacted by this policy are:

- Transit Dispatcher
- Part Time Van Driver

In acknowledgment of this change to existing working conditions, the following compensation will be provided for existing employees:

- A one-time payment of \$1,000.00.

FISCAL IMPACT

The cost associated with the Side Letter Agreement is approximately \$35,000.00. Sufficient funding is available within the current transit budget to cover the associated costs.

REASON FOR RECOMMENDATION

A resolution authorizing the execution of a Side Letter Agreement between the City and TEBU is necessary to implement changes in working conditions required by the FTA's mandated random drug and alcohol testing protocols.

ACTIONS FOLLOWING APPROVAL

The Side Letter Agreement between the City and TEBU will be executed.

CONFLICT OF INTEREST

None.

Prepared by: Amy Hance, General Services Director

Reviewed by: City Manager AA

RESOLUTION 25-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING A SIDE LETTER AGREEMENT WITH
THE TRANSIT EMPLOYEES BARGAINING UNIT (TEBU)**

WHEREAS, there is a need to update the scope of mandated randomized drug and alcohol testing in accordance with the Federal Transit Administration's requirements; and

WHEREAS, members of TEBU are included as safety-sensitive positions and subject to new or expanded testing protocols; and

WHEREAS, the change in working conditions requires a Side Letter Agreement to be executed between the City and TEBU; and

WHEREAS, TEBU and City representatives met and conferred on the side letter and are in agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis approves the Side Letter Agreement with TEBU (Attachment A) and authorizes the City Manager to sign the agreement.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on December 15, 2025, by the following vote, to wit.

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk

**SIDE LETTER OF AGREEMENT
TO THE 2025-2028 MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CLOVIS
AND TRANSIT EMPLOYEES BARGAINING UNIT**

This Side Letter of Agreement is made by and between the City of Clovis ("City") and the Transit Employees Bargaining Unit ("TEBU").

Drug and Alcohol Testing for FTA Covered Safety-Sensitive Employees

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.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655. Employees in TEBU subject to this include those in safety-sensitive positions as defined by applicable regulations, which currently include the following classifications and their successors ("Covered Classifications"):

- Transit Dispatcher
- Part Time Van Driver

This policy applies to the Covered Classifications regardless of subsequent title changes, reclassifications, or modifications. Additional classifications may be added to or removed from coverage as mutually agreed upon in writing by the City and TEBU, or as required by changes in applicable federal regulations.

In acknowledgement of this change to existing working conditions, the following compensation will be provided for existing employees:

- A one-time payment of \$1,000.00

This side letter become effective on January 1, 2026 when fully executed by all parties and will remain in effect until June 30, 2028, unless this side letter is replaced by a subsequent side letter, or until such time as the City is no longer required to 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. All other provisions of the July 1, 2025, to June 30, 2028 TEBU MOU remain in effect and unchanged.

For the City of Clovis:

For TEBU:

Andrew Haussler, City Manager

Kenneth Lee, TEBU Negotiator

Scott G. Cross, City Attorney

Stacey Leggett, TEBU Negotiator

Allen Dunbar, OE3 Labor Negotiator

Attest: _____
Briana Parra, City Clerk

Date: _____



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services

DATE: December 15, 2025

SUBJECT: General Services – Approval – Res. 25-____, Approving a Side Letter Agreement with the Clovis Public Works Employee’s Association to Incorporate Required Federal Transit Administration Random Drug and Alcohol Testing Protocols.

ATTACHMENTS: 1. Resolution 25-____, Side Letter

RECOMMENDATION

For the City Council to approve a resolution approving a side letter agreement with Clovis Public Works Employee’s Association (CPWEA) to incorporate required Federal Transit Administration (FTA) random drug and alcohol testing protocols.

EXECUTIVE SUMMARY

The City of Clovis has recently become a recipient of funding through the Federal Transit Administration (FTA) to support its public transit operations. As a condition of this funding, the City is required to comply with FTA regulations regarding drug and alcohol testing for safety-sensitive employees. While the City maintains a comprehensive drug and alcohol testing policy, the FTA requirements necessitate the formal inclusion of additional specific random testing protocols. These include expansion of employees required to participate in random drug and alcohol testing, selection procedures, and documentation standards.

To ensure compliance and maintain eligibility for federal transit funding, the City has negotiated a Side Letter Agreement with the affected employee bargaining unit to formally incorporate these FTA-mandated provisions.

BACKGROUND

As a new recipient of funding through the FTA, Clovis Transit is required to meet programmatic, legal, and administrative requirements by developing and implementing policies to comply with federal regulations. This includes creating a policy 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. The policy was approved by the City Council on June 16, 2025. It was 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 Department of Transportation (DOT) regulations. The policy includes provisions for pre-employment, post-accident, reasonable suspicion, return-to-duty, and follow-up testing. It also establishes clear procedures for notification, sample collection, confidentiality, and employee assistance programs, ensuring the City remains compliant with federal mandates while maintaining the safeguards and due process protections in place for employees.

The Side Letter Agreement between the City of Clovis and CPWEA reflects a mutual understanding and agreement regarding the implementation of FTA-required random drug and alcohol testing. Impacted employees will now be either subject to mandatory randomized drug and alcohol testing for the first time, or for some employees working in the Fleet Division and in possession of a California Commercial License, subject to additional mandatory randomized drug and alcohol testing.

Through the meet and confer process, the City and CPWEA mutually agreed upon the terms in the Side Letter Agreement. The CPWEA employees impacted by this policy are:

- Fleet Mechanic Leadworker
- Equipment Mechanic
- Equipment Mechanic Assistant
- Equipment Service Worker
- Fleet Maintenance Service Writer

In acknowledgment of this change to existing working conditions, the following compensation will be provided for existing employees:

- A one-time payment of \$1,000.00.
- A monthly stipend of \$275.00 per month to be paid as long as the testing requirement is in effect.

Future employees who are either hired or who transfer as an existing employee into one of the above classifications will be paid a monthly stipend of \$275.00 per month as long as the testing requirement is in effect.

FISCAL IMPACT

The cost associated with the Side Letter Agreement for the first year is approximately \$65,000.00 and for each year after approximately \$49,500.00. Sufficient funding is available within the current transit budget to cover the associated costs.

REASON FOR RECOMMENDATION

A resolution authorizing the execution of a Side Letter Agreement between the City and CPWEA is necessary to implement changes in working conditions required by the FTA's mandated random drug and alcohol testing protocols.

ACTIONS FOLLOWING APPROVAL

The Side Letter Agreement between the City and CPWEA will be executed.

CONFLICT OF INTEREST

None.

Prepared by: Amy Hance, General Services Director

Reviewed by: City Manager AA

RESOLUTION 25-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING A SIDE LETTER AGREEMENT WITH
CLOVIS PUBLIC WORKS EMPLOYEE'S ASSOCIATION (CPWEA)**

WHEREAS, there is a need to update the scope of mandated randomized drug and alcohol testing in accordance with the Federal Transit Administration's requirements; and

WHEREAS, members of CPWEA are included as safety-sensitive positions and subject to new or expanded testing protocols; and

WHEREAS, the change in working conditions requires a Side Letter Agreement to be executed between the City and CPWEA; and

WHEREAS, CPWEA and City representatives met and conferred on the side letter and are in agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis approves the Side Letter Agreement with CPWEA (Attachment A) and authorizes the City Manager to sign the agreement.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on December 15, 2025, by the following vote, to wit.

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk

**SIDE LETTER OF AGREEMENT
TO THE 2025-2028 MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CLOVIS
AND CLOVIS PUBLIC WORKS EMPLOYEE'S ASSOCIATION**

This Side Letter of Agreement is made by and between the City of Clovis ("City") and the Clovis Public Works Employees Association ("CPWEA").

Drug and Alcohol Testing for FTA Covered Safety-Sensitive Employees

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.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655. Employees in CPWEA subject to this include those in safety-sensitive positions as defined by applicable regulations, which currently include the following classifications and their successors ("Covered Classifications"):

- Fleet Maintenance Leadworker
- Equipment Mechanic
- Equipment Mechanic Assistant
- Equipment Service Worker
- Fleet Maintenance Service Writer

This policy applies to the Covered Classifications regardless of subsequent title changes, reclassifications, or modifications. Additional classifications may be added to or removed from coverage as mutually agreed upon in writing by the City and CPWEA, or as required by changes in applicable federal regulations.

In acknowledgement of this change to existing working conditions, the following compensation will be provided for existing employees:

- A one-time payment of \$1,000.00
- A monthly stipend of \$275.00 per month to be paid as long as the City is required to comply with the requirements of the Federal Omnibus Transportation Employee Testing of 1991 ("Act") (Public Law 102-143, Oct. 28, 1991), as amended and Federal Transit Administration ("FTA") regulations. When and if this testing requirement is no longer in effect, the stipend will cease immediately.

The following compensation will be paid to future employees who are either hired or who transfer as an existing employee into one of the Covered Classifications after the effective date of this side letter agreement.

- A monthly stipend of \$275.00 per month to be paid as long as the City is required to 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. When and if this testing requirement is no longer in effect, the stipend will cease immediately.

This side letter is effective January 1, 2026 when fully executed by all parties and will remain in effect until June 30, 2028, unless this side letter is replaced by a subsequent side letter, or until such time as the City is no longer required to 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. All other provisions of the July 1, 2025, to June 30, 2028 CPWEA MOU remain in effect and unchanged.

For the City of Clovis:

For CPWEA:

Andrew Haussler, City Manager

Davy Arminderez, CPWEA President

Scott G. Cross, City Attorney

Loaland Brittsan, CPWEA Vice-President

Attest:

Briana Parra, City Clerk

Date:_____



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: December 15, 2025

SUBJECT: General Services – Approval – Res. 25-____, Adopting the Deputy Director of Police Support Services with a Salary Range of \$12,573 to \$15,283 per month in the Police Department.

ATTACHMENTS: 1. Res. 25-____, Classification and Compensation Plans.

RECOMMENDATION

For the City Council to approve the resolution authorizing amendments to the City's Classification and Compensation plans by adopting the Deputy Director of Police Support Services classification with a salary range of \$12,573 to \$15,283 per month in the Police Department.

EXECUTIVE SUMMARY

The Police Department has identified the need to establish a Deputy Director of Police Support Services position. As the Department continues to grow and State regulations become more complex, there is an increasing demand for a subject matter expert to oversee key police services projects, programs, and assigned divisions. The proposed Deputy Director of Police Support Services would support the command staff and Police Chief by managing the Department's non-sworn units. Staff recommends that the Council approve the creation of this new classification, with a proposed salary range of \$12,573 to \$15,283 per month. The Police Department intends to request funding for the position in the FY 2026–2027 budget.

BACKGROUND

The Police Department has identified the need to establish a Deputy Director of Police Support Services position. The Department will request this new position during the FY 2026–2027 Position Allocation Plan process, with recruitment and appointment planned to take effect on July 1, 2026. As the Department continues to grow and its projects and programs become more complex and wide-ranging, there is an increasing need for dedicated oversight of the non-sworn divisions and support in navigating expanding State regulations. These programs and projects now require greater independence in administration and management, particularly as Federal and State regulations become more detailed and intricate due to ongoing legislative changes. The evolving regulatory landscape also requires specialized compliance knowledge to ensure the Department remains current with new laws and standards.

The recommended salary range for the Deputy Director of Police Support Services is \$12,573 to \$15,283 per month, and the classification will be assigned to the Manager group. This new role and salary range reflect the City's current operational and regulatory needs.

FISCAL IMPACT

The Deputy Director of Police Support Services is not included in the FY 2025-2026 budget. The position will be introduced in the FY 2026-2027 budget.

REASON FOR RECOMMENDATION

Creation of the Deputy Director of Police Support Services classification is necessary to meet the needs of the Police Department. The recommended changes to the City's Classification and Compensation plans require City Council's approval.

ACTIONS FOLLOWING APPROVAL

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

CONFLICT OF INTEREST

None.

Prepared by: Lori Shively, Deputy General Services Director

Reviewed by: City Manager AK

RESOLUTION 25-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AMENDMENTS TO THE CITY'S CLASSIFICATION AND COMPENSATION PLANS BY ADOPTING THE DEPUTY DIRECTOR OF POLICE SUPPORT SERVICES WITH A MONTHLY SALARY RANGE OF \$12,573 to \$15,283, IN THE POLICE DEPARTMENT

WHEREAS, it has been determined that the City has a need to add a new classification of Deputy Director of Police Support Services in the Police Department; and

WHEREAS, it has been determined that the appropriate salary range for the Deputy Director of Police Support Services classification is \$12,573 to \$15,283 per month; and

WHEREAS, it has been determined that it is appropriate to assign the Deputy Director of Police Support Services to the Management Group; and

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

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis will modify the City's Classification and Compensation Plans to include the Deputy Director of Police Support Services with a salary range of \$12,573 to \$15,283 per month (Attachment A).

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on December 15, 2025, by the following vote, to wit.

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: December 15, 2025

Mayor

City Clerk

City of Clovis
Deputy Director of Police Support Services
\$12,573- \$15,283 Monthly

DEFINITION

Under administrative direction, to plan, organize, and manage the operations of the assigned divisions within the Police Department including division budgeting, policies and processes, and conduct operations to fulfill the vision and mission of the division(s); and perform related work as required.

CLASS CHARACTERISTICS

The incumbent performs a variety of professional level work in assigned divisions within the Police Department. In this capacity the incumbent exercises direct supervision of mid-management, technical, and clerical staff setting priorities, making assignments, training, and reviewing the work of subordinates. The incumbent acts with a high degree of independence of action in the assigned areas of responsibility. Direction and instructions that are given by the Department Head generally do not provide all of the information needed to complete the assignment. The incumbent is expected to resolve most problems confronted through the application of judgment and precedent, referring to the Department Head only those problems which involve the establishment of new procedures, or which involve situations that are inconsistent with departmental procedures and policies. The incumbent reports to and receives direction from the Chief of Police.

EXAMPLES OF DUTIES

Develop, coordinate, maintain, and supervise the administration of effective police service programs in various support service divisions; ensure the timely and cost-effective use of resources; develop, maintain, and administer police service program budgets; develop, review, revise, and coordinate the implementation of policies, rules, and practices for carrying out program duties, and seek appropriate authorization for policy or rule changes when required; conduct research and maintain records; supervise, train, and evaluate employees; recommend and implement disciplinary actions as needed; schedule and assign work, and establish work priorities; establish performance standards for all supervised positions; conduct staff meetings; develop, provide, or coordinate additional training; evaluate and modify the design, delivery systems, and methods of police service programs; receive and address inquiries, concerns, and complaints from the public; monitor the care, condition, and use of equipment; observe and enforce safety regulations; attend meetings and training sessions; coordinate activities with other agencies and perform related duties as required.

TYPICAL QUALIFICATIONS LICENSE REQUIRED

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

EDUCATION AND EXPERIENCE

Education:

- A Bachelor's Degree from an accredited college or university with a major in Business, Public Administration, or a closely related field.
- A Master's degree is desirable.

Experience:

- Five (5) years of professional-level experience in a Police Department with one or more of the primary areas of responsibility (i.e., administration, support services, etc.) with at least two (2) years of supervisory or management experience.

QUALIFICATIONS

Knowledge of:

- Modern management practices;
- Principles and methods of supervision, employee training, and development;
- Grant writing and application processes;
- Applicable Federal, State, and local laws, regulations, ordinances and policies;
- Principles and practices of organization, administration, budget and management;
- Appropriate safety practices and procedures.

Ability to:

- Conduct analysis and prepare written reports on various projects in a clear and concise manner, and explain them clearly and logically to others;
- Read, understand, interpret, and apply laws and ordinances;
- Perform advanced research and develop sound recommendations;
- Develop and administer budgets;
- Plan, schedule, make work assignments, set priorities, train, evaluate, select, and recommend discipline of subordinates;
- Communicate clearly and concisely, orally and in writing;
- Exercise independent judgement in the solution of challenges;
- Establish and maintain effective working relationships with officials, employees, organizations and the general public;
- Operate a vehicle observing legal and defensive driving practices.

PHYSICAL DEMANDS AND WORKING CONDITIONS

- Incumbent is required to attend periodic evening meetings;
- Incumbent is required to travel within and out of the city to attend meetings;
- The work is primarily sedentary.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: December 15, 2025

SUBJECT: General Services – Approval – Res. 25-____, Authorizing Amendments to the City's Classification and Compensation Plans Adding a Deputy Planning and Development Services Director Classification with a Salary Range of \$13,534 to \$16,451 per month.

ATTACHMENTS: 1. Resolution 25-____ Classification and Compensation Plans

RECOMMENDATION

For City Council to approve a resolution authorizing amendments to the City's Classification and Compensation Plans by adopting the Deputy Planning and Development Services Director classification with a Salary Range of \$13,534 to \$16,451 per month.

EXECUTIVE SUMMARY

The Planning and Development Services Department has identified the need to establish a Deputy Planning and Development Services Deputy classification. This position will be assigned to the Planning and Development Services Department who would oversee the day-to-day operations of the Planning and Development Services Divisions.

BACKGROUND

During the FY 2025–2026 budget process, the Planning and Development Services Department identified the need to establish a Deputy Planning and Development Services Director classification. Although the position was included in the FY 2025–2026 Position Allocation Plan for the Planning and Development Services Department, a formal classification must now be adopted in order to recruit and fill the position. Due to the continued growth and succession planning of the Planning and Development Services Department, there is a need for a Deputy Planning and Development Services Director to oversee the various Divisions' day-to-day operations, assist in the development and delivery of annual strategic objectives, and advise and evaluate assigned personnel. The recommended salary range for the Deputy Planning and Development Services Director classification is \$13,534 to \$16,451 per month. This classification will be assigned to the Manager group and is designed to meet the current operational needs of the City.

FISCAL IMPACT

The Deputy Planning and Development Services Director position is included in the FY 2025-2026 budget, and is not funded by Measure Y.

REASON FOR RECOMMENDATION

Creation of the Deputy Planning and Development Services Director classification is necessary in order to meet the needs of the Planning and Development Services Department. The recommended changes to the City's Classification and Compensation plans require City Council's approval.

ACTIONS FOLLOWING APPROVAL

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

CONFLICT OF INTEREST

None.

Prepared by: Lori Shively, Deputy General Services Director

Reviewed by: City Manager AS

RESOLUTION 25-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AMENDMENTS TO THE CITY'S CLASSIFICATION AND COMPENSATION PLANS BY ADOPTING A DEPUTY PLANNING AND DEVELOPMENT SERVICES DIRECTOR CLASSIFICATION IN THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

WHEREAS, it has been determined that the City has a need for a Deputy Planning and Development Services Director classification to provide the necessary support to the Planning and Development Services Department; and

WHEREAS, it has been determined that the appropriate salary range for the Deputy Planning and Development Services Director classification is \$13,534 to \$16,451 per month; and

WHEREAS, it has been determined that it is appropriate to assign the Deputy Planning and Development Services classification to the Management Group.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis will modify the City's Classification and Compensation Plans to include the Deputy Planning and Development Services Director classification (Attachment A) with a monthly salary range of \$13,534 to \$16,451 per month.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on December 15, 2025, by the following vote, to wit.

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk

City of Clovis
Deputy Planning and Development Services Director
\$13,534 to \$16,451 Monthly Salary

DEFINITION

Under direction, to plan, organize, and manage the work of assigned divisions and operations of the Planning and Development Services Department, including divisional budgeting, policies and processes, and conducting operations to fulfill the vision and mission of the divisions; advise the Director of Planning and Development Services, the City Manager, and the City Council regarding planning, engineering, and building matters; and perform related work as required.

CLASS CHARACTERISTICS

This classification performs a variety of administrative and technical management functions within the Planning and Development Services Department. The incumbent may act as Planning and Development Services Director as designated by the Planning and Development Services Director. Positions in this class act with a high degree of independence of action in the assigned area of responsibility. Direction received consists of the assignment of the responsibility to attain objectives according to policy guidelines. Incumbents are expected to resolve most problems confronted through the application of judgment and precedent, referring to the Director only those problems which involve the establishment of new procedures, or which involve solutions that are inconsistent with department procedures and policies.

EXAMPLES OF DUTIES

Plan, organize, advise, make assignments, set priorities, train, and review work of the division heads and managerial subordinates in the administration, planning, engineering, and building divisions of the Planning and Development Services Department and in cooperation with other Departments; exercise supervision over clerical and mid management and technical staff to set priorities, make work assignments, provide advice and consultation on planning, engineering, and building matters for the efficient operation of the Department; assist in the development and delivery of annual strategic objectives for the department; participate and represent the City in communications with other City Departments and regional agencies; confer with the Director of Planning and Development Services, the City Manager, other departments, and various public groups on proposed projects and improvements; oversee staff report preparation and ordinances for Council consideration; represent the City in relations with other governmental agencies; in consultation with the Director of Planning and Development Services, formulate program definition, develop and implement policies and processes; develop and administer the Department's five year financial forecast as well as the Department's operations and maintenance budgets, provide assistance as needed to staff on the preparation of the city's Community Investment Program budget; participate in the selection of new employees; conduct performance evaluations; explain policies, procedures, goals, and objectives of the Department to staff by written directive and by oral communications; process employee grievances; recommend and implement disciplinary actions; recommend employment; meet and negotiate with outside agencies and the public,

including local developers, members of the business community, and citizen groups; ensure compliance with legislative, regulatory and judicial mandates, regulations and professional standards; conduct staff and public information meetings; and perform related work as required.

LICENSE

License Required:

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

EDUCATION AND EXPERIENCE

Education:

Graduation from an accredited four-year college or university and possession of a Bachelor Degree in Business or Public Administration, Civil Engineering, Planning or a closely related field.

Education Desirable:

A Master's Degree in a closely related field.

Experience:

Five (5) years of increasingly responsible professional management experience working in Engineering or a Planning Department for a municipality or county government, with at least three (3) years in a supervisory capacity in a municipal or county government.

QUALIFICATIONS

Knowledge of:

- Principles of budgeting and financial management;
- Technical, legal, financial and public relations problems involved in the conduct of Planning and Development Services programs;
- Principles and techniques needed to organize and manage various programs and research methods;
- Programs, funding sources and mandates of assigned area of specialization;
- Grant writing / application processes;
- Principles of supervision, training and performance evaluation;
- Organizational principles and practices as applied to Planning and Development within a municipal government;
- Appropriate safety precautions and procedures;
- Applicable Federal, State and local laws, regulations, ordinances, and policies.

Ability to:

- Prepare comprehensive and complex technical reports;
- Manage all aspects of grant programs;
- Perform advanced research and develop sound recommendations;
- Read, understand, and apply highly complex materials;
- Establish and maintain effective working relationships with subordinates, public groups and organizations, City officials, and private and governmental agencies;
- Formulate and administer Department Operations and Maintenance and CIP budgets;

- Help formulate and carry out City and department policy;
- Communicate clearly and concisely, orally and in writing;
- Supervise, plan, assign and evaluate the work of assigned staff;
- Act as the Director of Planning and Development Services, when needed;
- Operate a vehicle observing legal and defensive driving practices.

PHYSICAL DEMANDS AND WORKING CONDITIONS

- Incumbent is required to attend frequent evening meetings.
- Incumbent is required to travel within and out of the City to attend meetings.
- Positions in the classification are designated as confidential under the Meyers-Milias Brown Act and are exempt employees under the Fair Labor Standards Act.
- The work is primarily sedentary.



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: December 15, 2025

SUBJECT: General Services - Approval – To Authorize the City Manager to enter into an Agreement with Pure Diamond Construction to Repair Water Damage at the Senior Activities Center in the amount of \$166,002.

ATTACHMENTS: 1. Agreement

RECOMMENDATION

For the City Council to authorize the City Manager to enter into an agreement submitted by Pure Diamond Construction, to provide water damage repair work at the Senior Activity Center located at 735 3rd Street in Clovis.

EXECUTIVE SUMMARY

On September 12, 2024, Sound Contracting was installing new sound mitigating acoustic baffles in the conference rooms at the Senior Activity Center to assist with echoes due to high ceilings. However, during the installation of the first panel, one of the installers struck the fire sprinkler head which broke off and started the flood of the front office, hallway, conference room and some minor water intrusion into classroom B&C. Water flowed from the ceiling, down walls, and flooded a portion of the north end of the building. Sound Contracting was notified about the failure, and staff coordinated with Sound Contracting third-party abatement contractor (Service Pro) to remove all water damaged material and dry out the damaged areas. Sound Contracting insurance provider (Nationwide Mutual Insurance Company) was assigned to work with City staff for the process and subrogation to repair/replace damaged finishes.

Staff advertised the project on the City's web-based bid management system, which distributed the invitation to one hundred sixteen (116) registered vendors interested in water damage restoration work. A public notice for the bid was also published in Fresno's *The Business Journal* and listed with local construction exchanges in accordance with the California Uniform Public Construction Cost Accounting Act (CUPCCAA) guidelines.

Staff is seeking approval to enter into an agreement with Pure Diamond Construction, to repair the water damage in the Senior Center Facility for \$166,002.00. Staff found Pure Diamond Construction's bid to be the lowest responsible bidder.

BACKGROUND

On September 12, 2024, Sound Contracting was installing new sound mitigating acoustic baffles in the conference rooms at the Senior Activity Center to assist with sound mitigation due to high ceilings. However, during the installation of the first panel one of the installers struck the fire sprinkler head which broke off and started the flood of the front office, hallway, conference room and some minor water intrusion into classroom B&C. Water flowed from the ceiling, down walls and flooded a portion of the north end of the building. Sound Contracting was notified about the failure, and staff coordinated with Sound Contracting third-party abatement contractor (Service Pro) to remove all water damaged material and dry out the damaged areas. Sound Contracting insurance provider (Nationwide Mutual Insurance Company) was assigned to work with the City for the process and subrogation to repair/replace damaged finishes.

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

The City's web-based bid management system electronically distributed the bid documents to one hundred sixteen (116) vendors, of which seventeen (17) vendors downloaded bid documents for review. Sixteen (16) vendors were represented at the mandatory pre-proposal meeting and three (3) vendors submitted bids to the City.

Below are the results of the formal bidding process to repair the water damage at Senior Activity Center.

BIDDERS	BASE BID
Pure Diamond Construction	\$166,002
GC Builders	\$178,226
NEBO Construction	\$216,848

FISCAL IMPACT

Appropriate funds will be subrogated from Travelers Insurance for the complete amount of the project; therefore, there is no negative impact to the FY 25/26 budget.

REASON FOR RECOMMENDATION

The water damage caused by Sound Contracting has disabled the conference room and provided unsightly conditions around the office area due to damaged finishes. Repairs to these areas are crucial for fluid operations and restoration of the Senior Activity Center. Pure Diamond Construction submitted the lowest responsible bid for water repair damage at the Senior Activity Center.

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

ACTIONS FOLLOWING APPROVAL

Staff will prepare the Agreement for City Manager approval with Pure Diamond Construction to repair the water damaged areas within the Senior Activity Center.

CONFLICT OF INTEREST

None.

Prepared by: Stephen Frankian, Facilities Maintenance and Purchasing Manager

Reviewed by: City Manager AF

AGREEMENT (BUILDING PROJECT)

This agreement ("Agreement") is made at the City of Clovis, California, by and between Pure Diamond Construction [Contractor], hereinafter called the "Contractor," and the City of Clovis, hereinafter called the City or Owner.

WITNESSETH: That the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor agrees to furnish all labor and materials, including tools, implements and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, materialmen, subcontractors, artisans, machinists, teamsters, draymen and laborers required for the Senior Activity Center Water Damage Repairs ("Project") as described in the Scope of Work in the Contract Documents.

RELATIONSHIP OF PARTIES. Contractor, its subcontractors, and their respective officers, associates, agents, volunteers and employees acting to perform the services under this Agreement shall act as independent contractors and not as officers, employees, or agents of the Owner for any purpose. Contractor is engaged in an independently established trade, occupation, or business to perform the services required by this Agreement and is hereby retained to perform work that is outside the usual course of Owner's business. Contractor is free from the control and direction of Owner in connection with the manner of performance of the work. Nothing contained in this Agreement shall be deemed to create any contractual relationship between Owner and Contractor's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Contractor's employees or subcontractors, any claim or right of action against Owner. Contractor shall have no authority, express or implied, to bind Owner to any obligation whatsoever.

ARTICLE II. CONTRACT; CONTRACT DOCUMENTS. The Contract, which may also be referred to as the Contract Documents, consists of those documents related to the Project as specified in the Owner's Standard Specifications §1-9. If there is a conflict between the Contract Documents, it shall be resolved pursuant to Standard Specifications §4-2.

ARTICLE III. PAYMENT. The Owner agrees to pay the Contractor the following sum for satisfactory performance of the Work:

Dollars (\$ 166,002.00)

This price may be based, in part or in whole, upon the estimated quantities of materials to be used as set forth in the Contractor's Bid Proposal; and upon completion of the Project, the final contract price shall be revised, if necessary, to reflect the true quantities used at the stated unit price thereof as contained in the Contractor's Bid Proposal hereto attached.

ARTICLE IV. PROGRESS OF THE WORK. The Contractor shall begin the Work, and shall complete the Work, as required by the Contract Documents, including but not limited to Specifications Section 96-04.

ARTICLE V. TERMINATION. Owner may terminate or suspend this Agreement as permitted in the Contract Documents.

ARTICLE VI. INDEMNITY AND INSURANCE. Contractor shall indemnify and hold harmless and covered as additional insured Owner and its officers, officials, employees, and agents as required below and in the Contract Documents, and shall

provide insurance as follows: **A. Insurance Requirements For Contractors**

With construction risks, Contractor shall, at its sole cost and expense, procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

B. Minimum Scope of Insurance

In addition to the requirements of the Standard Specifications and other contract documents, coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

In addition to the requirements of the Standard Specifications and other contract documents, Contractor shall maintain limits no less than:

1. General Liability: \$5,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Owner, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees, agents or volunteers.

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Owner, its officers, officials, employees, agents or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to the Owner.
6. During the course of the Contract, the Contractor is responsible for all damages, theft, or other losses in regards to materials, supplies or equipment to be used in the work.
7. The Contractor shall furnish a Builder's/Contractor's Risk policy in an amount sufficient to cover all damages, theft, or loss of materials, supplies or equipment to be used in the work. The policy shall name the City of Clovis as also insured.
8. The contractor shall name the City as "Additional Insureds" for Completed Operations for a period of not less than ten (10) years.

Builders Risk Insurance

The Contractor shall effect and maintain in the name of the Contractor and the Owner "All Risk" (excluding Earthquake and Flood) Builders Risk Insurance upon the entire work of this contract to 100 percent of the replacement value thereof, including items of labor and materials in place or to be used as part of the permanent construction, including surplus miscellaneous materials and supplies incident to the work, and such scaffolding, staging, towers, forms and equipment as are not owned or rented by the Contractor, the cost of which is not included in the cost of the work. **EXCLUSIONS:** This insurance does not cover any tools owned by mechanics, any tools, equipment scaffoldings, staging, towers, and forms, rented or owned by the Contractor, the capital value of which is not included in the cost of the work or any shanties or other structures erected for the sole convenience of the workmen. Permission is granted for deductible on perils other than fire and Extended Coverage Endorsement perils of not more than \$500.

In the event of a partial or total destruction by the perils insured against, of any or all of the work and/or materials herein provided for, at any time prior to the final completion of the contract and the final acceptance by the Owner of the work or materials to be performed or supplied thereunder, the Contractor shall promptly reconstruct, repair, replace, or restore all work or materials so destroyed or injured at his sole cost and expense. Nothing herein provided for shall in any way excuse the Contractor or his surety from the obligation of fulfilling all the required materials and completing the work in full compliance with the terms of the Contract.

F. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to the City.

G. Verification of Coverage

Contractor shall furnish the Owner with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind

coverage on its behalf. All endorsements are to be received and approved by the Owner before work commences. The Contractor's insurer shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

H. Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

ARTICLE VII. BONDS. The Contractor shall forthwith furnish in triplicate, a faithful performance bond on the Owner's form in an amount equal to 100% of the contract price and a labor and materials bond in an amount equal to 100% of the contract price, both bonds to be written by a surety company acceptable to the Owner and in the form prescribed by law.

ARTICLE VIII. WARRANTY. Contractor warrants and guarantees the Work as detailed in the Contract Documents, including but not limited to Specification sections 3-5, 5-23, 6-10, 7-23, and 96-30.

ARTICLE IX. ENTIRE AGREEMENT. The Contract constitutes the entire agreement between the parties relating to the Project, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE X. EXECUTION OF OTHER DOCUMENTS. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

ARTICLE XI. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

ARTICLE XII. BINDING EFFECT. Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

ARTICLE XIII. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM. If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Fresno, subject to transfer of venue under applicable State law.

ARTICLE XIV. AMENDMENTS. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the City Council.

ARTICLE XV. ASSIGNMENT OF CONTRACT. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond, and the Owner.

ARTICLE XVI. WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

IN WITNESS WHEREOF, they have executed this Agreement the _____ day of _____, 20____.

CONTRACTOR

CITY OF CLOVIS
1033 Fifth Street
Clovis, CA 93612

[Contractor]

Company, Pure Diamond Construction

By _____

City Manager, Andrew Haussler

By _____

Representative

By _____



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: December 15, 2025

SUBJECT: Planning and Development Services – Approval – Final Acceptance for CIP 23-08 Sunnyside Avenue Street Improvements, for a final contract cost of \$901,934.37.

ATTACHMENTS: 1. Vicinity Map

RECOMMENDATION

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

EXECUTIVE SUMMARY

The project involved ±0.5-mile of street improvements on Sunnyside Avenue, from Shaw to Barstow Avenue, including pulverizing in place and replacing asphalt concrete pavement; reconstructing concrete curb returns ramps, concrete sidewalk, driveway repairs, concrete curb and gutter; adjustment of existing utility manholes and utility valve boxes to finish grades; replacement of traffic striping, markings and signage, traffic loop detectors; and traffic signal modification.

BACKGROUND

Bids were received on July 15, 2025, and the project was awarded by the City Council to the lowest responsible bidder Dave Christian Construction Co., Inc., on August 4, 2025. The project was completed in accordance with the construction documents, and the contractor has submitted a request for acceptance of the project.

FISCAL IMPACT

1. Award	\$925,306.50
2. Cost decrease resulting from differences between estimated quantities used for award and actual quantities installed	(\$23,372.13)
Final Contract Cost	\$901,934.37

The cost decrease was due to an overestimation of asphalt concrete for the project quantities.

REASON FOR RECOMMENDATION

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

ACTIONS FOLLOWING APPROVAL

1. The Notice of Completion will be recorded.
2. All remaining retention funds will be released no later than 35 calendar days following recordation of the notice of completion, provided no liens have been filed. Retention funds may be released within 60 days after the date of completion, provided no liens have been filed, with "completion" defined as the earlier of either (a) beneficial use and occupancy and cessation of labor, or (b) acceptance by the City Council per Public Contract Code Section 7107(c)(2).

CONFLICT OF INTEREST

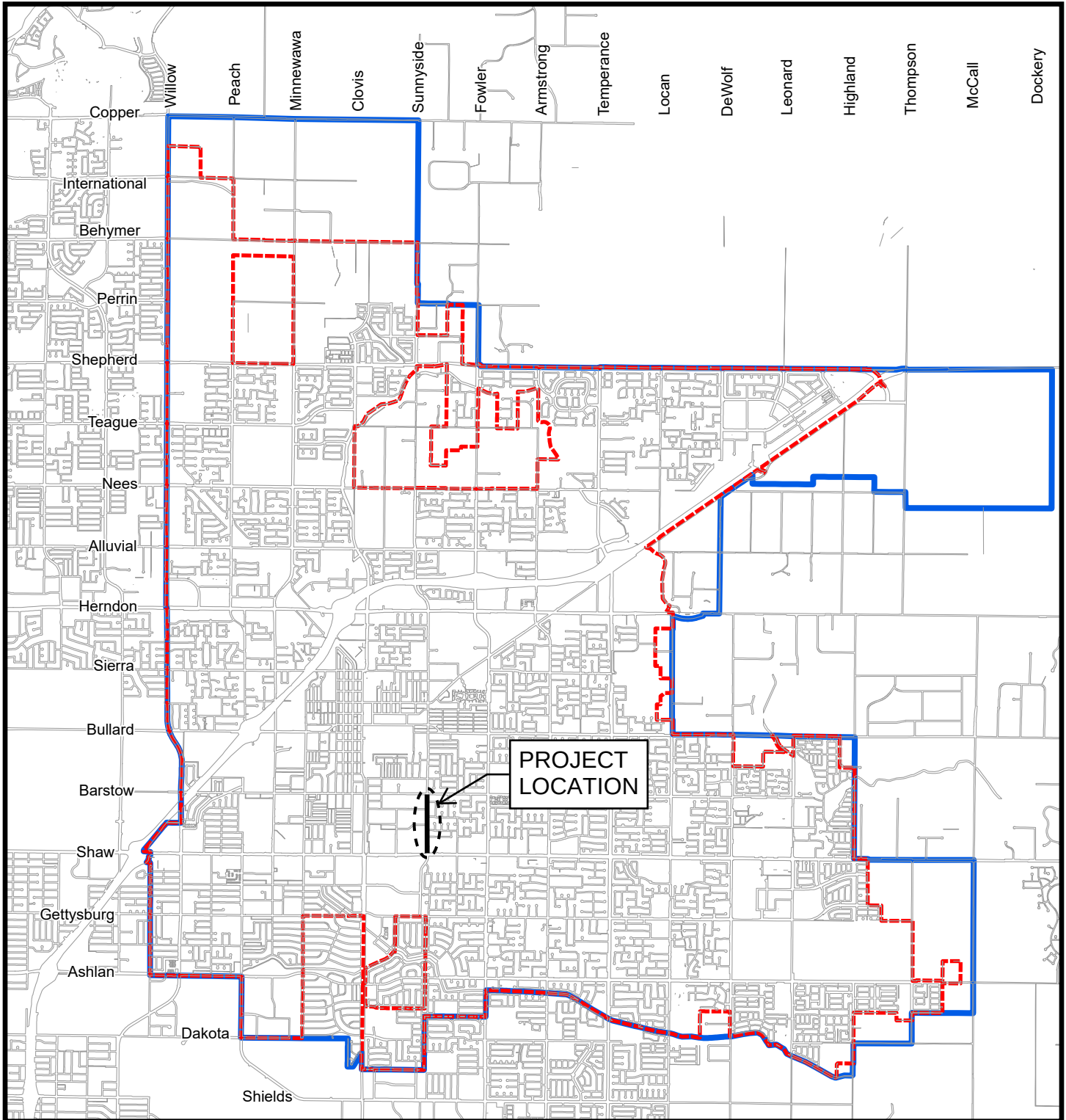
None.

Prepared by: Matt Buller, Projects Administrator

Reviewed by: City Manager *AM*

VICINITY MAP

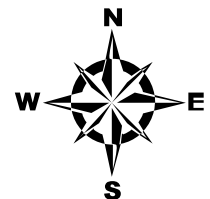
CIP 23-08 Sunnyside Avenue Street Improvements



Attachment 1



- City Limits
- Sphere of Influence





CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: December 15, 2025

SUBJECT: Planning and Development Services – Approval – Final Acceptance for Final Map for Tract 6340 acceptance of public improvements with authorization to record the Notice of Completion, and release of sureties as required, located at the southeast corner of Ashlan Avenue and North Thompson Avenue (KB Homes).

ATTACHMENTS: 1. Vicinity Map

RECOMMENDATION

For the City Council to:

1. Accept the public improvements for Tract 6340, and authorize recording the Notice of Final Acceptance; and
2. Authorize the release of the Performance Surety immediately and then release of the Labor and Materials Surety ninety (90) days after the recordation of the Notice of Completion (provided no lien has been filed) and release of Public Improvements Maintenance Surety upon the expiration of the one-year warranty period and provided any defective work has been repaired to the City's satisfaction.

EXECUTIVE SUMMARY

The owner, KB Homes, has requested final acceptance of the public improvements constructed or installed in conjunction with this tract. The public improvements include all those shown on the subdivision improvement plans approved by the City Engineer. The construction or installation of the public improvements is complete. The owner has requested final acceptance. Staff is recommending approval of their request.

All landscaping, including sidewalks along the side yards of lots has been constructed. The construction or installation of the public improvements is complete. The owner has requested final acceptance. Staff is recommending approval of their request.

BACKGROUND

City inspection staff, including those of the various affected departments, has certified that all the public improvements requested for acceptance has been constructed or installed in accordance with the approved plans, specifications and standards, and to the satisfaction of the City Engineer. The developer has furnished the required Maintenance Surety to guarantee the accepted public improvements for a period of one year from the date of Council acceptance.

FISCAL IMPACT

The cost for periodic routine maintenance, as well as repairs needed as the improvements deteriorate with age and usage, will be incorporated to the annual maintenance budget of the Public Utilities Department as these costs are identified.

REASON FOR RECOMMENDATION

The Subdivision Map Act requires that once construction of the required improvements have been completed in compliance with all codes, plans and specifications, and all other required documents have been completed and submitted, final acceptance is required, and the appropriate sureties are released.

ACTIONS FOLLOWING APPROVAL

Record the Notice of Completion and release the Performance, Labor and Materials, and Maintenance Sureties as appropriate.

CONFLICT OF INTEREST

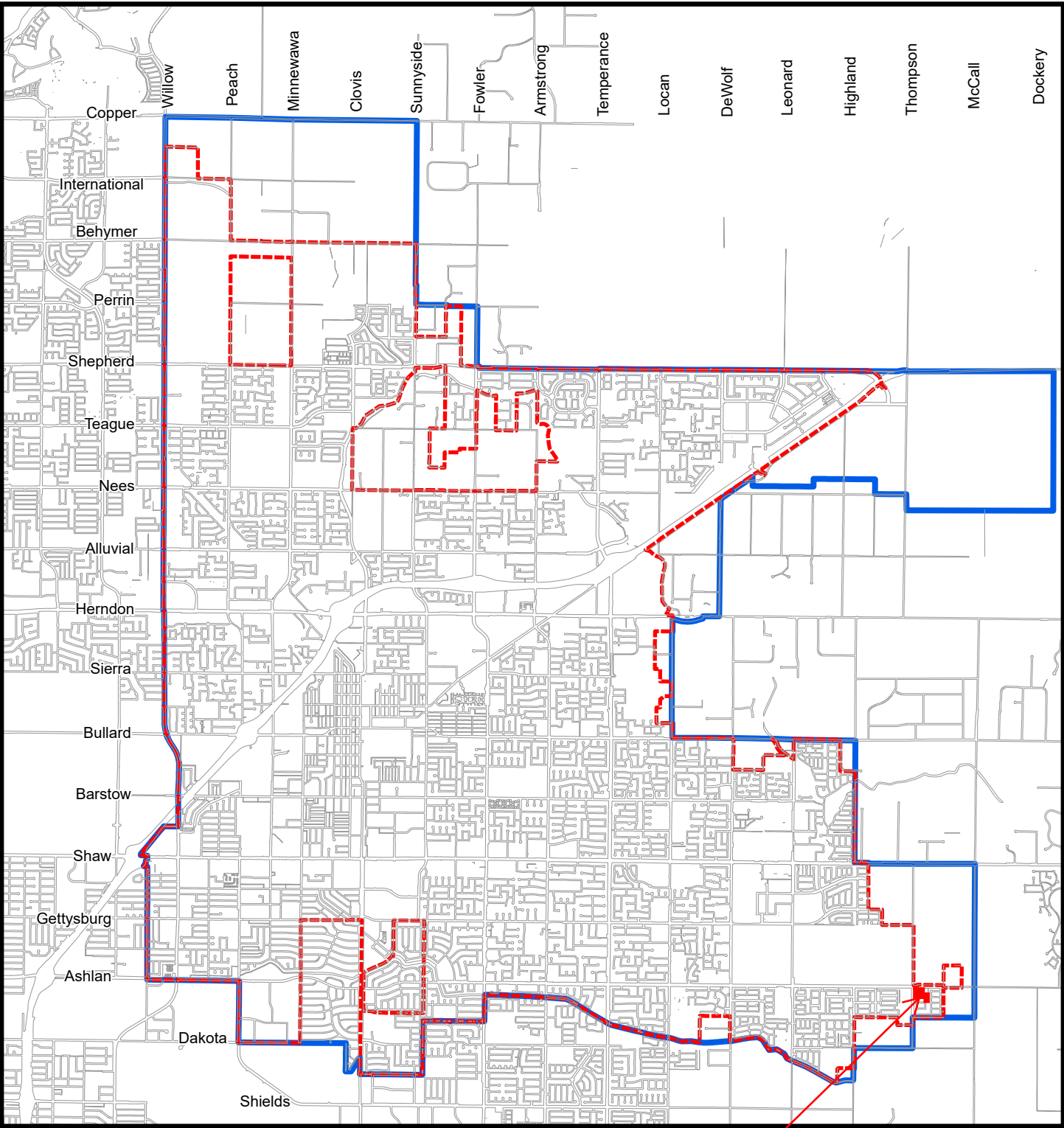
None.

Prepared by: Bruce Bloom, Engineer II

Reviewed by: City Manager AM

VICINITY MAP

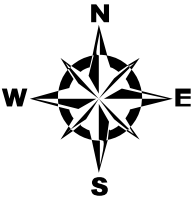
Tract 6340 - Final Acceptance



Legend

- City Limits
- Sphere of Influence

Tract 6340



Attachment 1



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: December 15, 2025

SUBJECT: Planning and Development Services – Approval – To Authorize the City Manager to enter into an Agreement with Graphic Solutions in the amount of \$132,422 for the Citywide Wayfinding Plan, Trails Resource Guide and Design of Entryway Signage Project.

ATTACHMENTS: 1. Draft Agreement with Graphic Solutions

RECOMMENDATION

For the City Council to authorize the City Manager to enter into an agreement with Graphic Solutions in the amount of \$132,422 for the Citywide Wayfinding Plan, Trails Resource Guide and Design of Entryway Signage project.

EXECUTIVE SUMMARY

In August 2025, City staff issued a Request for Proposals (RFP) through PlanetBids for a project addressing three interrelated needs:

- 1) Development of a Wayfinding Plan for the entire City; and
- 2) Preparation of a trail resource guide that will identify existing standards and recommend solutions for any gaps not covered in current plans (master plans); and
- 3) Redesign of the City's entryway features and signage, including recommendations for the most appropriate locations based on both existing and future growth.

Two proposals were received. After review, staff invited both firms for interviews based on their qualifications and relevant experience. Following the interviews, the selection panel reached a consensus that the Graphic Solutions team (Graphic Solutions as lead, with KTUA as subconsultant) demonstrated the strongest understanding of the project scope, the City's character, and its anticipated needs.

BACKGROUND

In 2023, the City Council approved the City's Active Transportation Plan update, which identified the need for additional signage along the City's trail network. Over time, Council continued to remind staff of this need, recognizing its value to Clovis residents.

Staff has now reached a point where this topic can be addressed, and in doing so, identified several trail and signage needs that should be prioritized. After internal discussions, staff determined it would be most efficient to combine these needs into a single project, as they are closely interrelated.

An RFP was drafted in the summer of 2025 with the following scope:

The City of Clovis is seeking qualified vendors to develop a comprehensive trail wayfinding program, including recommendations for sign types, locations, and design features. The scope of work will cover wayfinding signage for the Citywide trail system and key destinations (i.e. gathering places, business parks, historical landmarks, etc.) as well as entryway feature signage at gateways into the City. In addition, the project will include the development of a Trail Resource Guide to support both City staff and the development community in constructing or enhancing trail segments throughout Clovis.

Two firms submitted proposals. After review by staff from the Planning and Development Services Department, it was determined that both firms were well-qualified and should be invited for interviews.

Of the two firms, staff was most impressed by the team from Graphic Solutions and KTUA. They demonstrated a strong understanding of both the proposed project and the Clovis community. The team also showed initiative by conducting a "boots-on-the-ground" assessment prior to the interview and incorporating their preliminary findings into their presentation. This level of commitment was further confirmed during reference checks with both private firms and three other local government agencies.

Graphic Solutions and KTUA's proposed schedule begins in January 2026 and is anticipated to take approximately seven months to complete. Staff plans to conduct a mid-point check-in with the Planning Commission and City Council once concept options are available for review and feedback. Final plans and recommendations are expected to be presented to both bodies for approval in late summer 2026.

FISCAL IMPACT

The cost proposal submitted by Graphic Solutions was \$132,422. The Planning Department's collected fee for general plan consultant services will be utilized to fund this project.

REASON FOR RECOMMENDATION

After a review of the submitted proposals and interviewing the two firms, City staff felt that the Graphic Solutions team (and KTUA subconsultant team) were the best fit for the project and have the background to complete the project in not only a timely manner, but also to the satisfaction of staff. The feedback for both firms provided during the reference check was overwhelmingly positive.

ACTIONS FOLLOWING APPROVAL

City staff will finalize the agreement and route it for signatures. The project is proposed to take no more than 7 months to complete and will kick off in January 2026.

CONFLICT OF INTEREST

None.

Prepared by: Tatiana Partain, Management Analyst

Reviewed by: City Manager AP

**DRAFT
CITY OF CLOVIS
CONSULTANT SERVICE AGREEMENT**

This Consultant Services Agreement ("Agreement") is entered into between the City of Clovis, a California general law city ("City") and **Graphic Solutions, Ltd.** ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on **December , 2025** ("Effective Date").

RECITALS

- A. City desires to obtain **services related to the development of a wayfinding plan, a trails resource guide and the design of entryway signage into the city, as well as other various work** ("Services") more fully described in **Exhibit A**, and, if applicable, as further set forth in the proposal from Consultant attached as **Exhibit B**, which are incorporated herein by reference.
- B. Consultant is engaged in the business of furnishing the Services and hereby warrants and represents that Consultant is qualified, experienced, and capable of performing the Services, and possesses any required licenses, certifications, security/bonding, and/or training necessary to perform the Services.
- C. City desires to retain Consultant, and Consultant desires to provide the City with the Services, on the terms and conditions as set forth in this Agreement.

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

AGREEMENT

1. **Scope of Services.** Consultant shall perform the Services described in the Recitals and detailed in **Exhibits A & B**. Changes in the scope of Services, including the work performed and/or deliverables produced, shall be made in writing and particularly describe the changes in Services, including payment/costs and schedule/term, as applicable.
2. **Priority and Conflicts; Exclusions.** If the terms and requirements of this Agreement and/or **Exhibit A** conflict with **Exhibit B**, this Agreement and **Exhibit A** shall control. No contractual terms and/or conditions found in **Exhibit B** shall purport to waive, disclaim, or limit Consultant's liability, indemnification obligations, warranties, damages for breach or delay, or any security, bonding, or insurance requirements, and any such provisions shall have no force or effect with respect to this Agreement and the Services performed by Consultant.
3. **Term of Agreement; Commencement of Services; Schedule.** Consultant shall perform the Services according to the schedule set forth in **Exhibits A and/or B**, if applicable. If no schedule is set forth in **Exhibits A and/or B**, City and Consultant shall mutually agree on a schedule for performance of the Services and completion of any deliverables. The schedule shall be subject to modification based on the City's operational needs. City will notify Consultant in advance of any modification to the schedule.
4. **Payment for Services.** City shall pay Consultant for the Services performed pursuant to this Agreement according to the rate(s) stated in **Exhibit A** or in Consultant's Proposal, which is set forth in **Exhibit B**, as applicable. The total amount paid by City to Consultant shall not exceed **one hundred thousand thirty two thousand four hundred twenty two dollars (\$132,422.00).**

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

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

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

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

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

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

10. Record Keeping; Reports. Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of consultant and its subcontractors for inspection and audit

purposes. Consultant shall provide City with a working draft of all reports upon reasonable request by City and of all final reports prepared by Consultant under this Agreement.

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

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

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

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

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

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

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

a. Termination by City: For Convenience. City may at its discretion terminate this Agreement for convenience and without cause upon fourteen (14) days prior written notice to Consultant. Upon receipt

of a termination notice pursuant to this subsection, Consultant shall promptly discontinue all Services affected, unless the notice directs otherwise.

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

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

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

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

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

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

21. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.

22. Form and Service of Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the

other party shall be in writing and shall be deemed properly delivered, served or given by one of the following methods:

- a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.
- b. Delivered by e-mail to a known address of the party to whom it is directed provided the e-mail is accompanied by an acknowledgment of receipt by the other party. Service shall be deemed the date of acknowledgement.
- c. Delivery by a reliable overnight delivery service, ex., Federal Express, receipted, addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.
- d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered ninety-six (96) hours after deposit.

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT

CITY OF CLOVIS

By: _____
Simon Andrews, Principal

By: _____
Andrew Haussler, City Manager

Date: _____

Date: _____

Party Identification and Contact Information:

Consultant

Graphis Soutions, Ltd.
Attn: Simon Andrews, Principal
Project Manager
PO Box 122832
San Diego, CA 92112
simonandrews@graphicsolutions.com
619.239.1336, ext 20

City of Clovis

Planning and Development Services
Attn: Tatiana Partain, Management Analyst
Project Manager
1033 Fifth Street
Clovis, CA 93612
tatianap@clovisca.gov
559.324.2321

EXHIBIT A REQUEST FOR PROPOSALS

CITY OF CLOVIS

REQUEST FOR PROPOSALS FOR CITYWIDE WAYFINDING PLAN, TRAILS RESOURCE GUIDE AND DESIGN OF ENTRYWAY SIGNAGE



August 26, 2025

City of Clovis
Planning and Development Services
1033 Fifth Street
Clovis, CA 93612
(559) 324-2350
www.cityofclovis.com

SUMMARY

Purpose:	The City of Clovis invites proposals from qualified firms to develop a Citywide Wayfinding Plan, Trails Resource Guide, and Entryway design and guidance document. The project will deliver a cohesive, accessible system that enhances navigation, reinforces the City's identity, and showcases key destinations. It will also provide a practical guide for trail system development and a new, iconic concept for an entryway feature that reflects Clovis' character and establishes a strong sense of arrival.
Proposal Due Date:	3:00 p.m., Tuesday September 23, 2025 Proposal packages received after the time and date stated above will be returned unopened to the consultant.
Submittals:	One (1) paper copy of the proposal and a separate flash drive containing an electronic copy of the proposal in PDF.
Addressed to:	City of Clovis Planning and Development Services – Engineering Division c/o Tatiana Partain, Management Analyst 1033 Fifth Street Clovis, CA 93612 PROJECT: CITYWIDE WAYFINDING PLAN
Notification List:	The full content of the RFP is available free of charge from the vendor portal of PlanetBids, Inc. , which is accessible on the City of Clovis website . If addenda are necessary, they will be posted onto PlanetBids, Inc. as well.
Inquiries:	Requests for clarification regarding this RFP must be submitted via email to Tatiana Partain at tatianap@clovisca.gov , no later than 3:00 p.m., Thursday September 11, 2025. Responses to timely inquiries will be posted via addendum to PlanetBids, on or about September 16, 2025. <i>Any other communication or solicitation with other City of Clovis Officials or Employees regarding any aspect of this RFP is expressly prohibited and may result in disqualification.</i>
Funding:	Funding for this project will come from City of Clovis – General Consultant Fund. The City will not be providing a budget for this proposal. Rather it is the expectation of the City that interested parties estimate the cost of the project based on the deliverables being requested in this proposal.
Anticipated Consultant Selection Schedule:	Proposal Review and Evaluation: September 24 – October 10, 2025 Interview Top Consultant(s): October 28-29 (<i>in person only</i>) Selection/Negotiation: November 3 - 14, 2025 Anticipated Council Approval & Award: December 1, 2025 Anticipated Notice to Proceed: December 2025

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INTRODUCTION

CITY OF CLOVIS BACKGROUND

Located in the heart of the great San Joaquin Valley, in the Fresno-Clovis Metropolitan Area, Clovis is situated in the midst of the richest agricultural area in the world. Since the City's incorporation in 1912, Clovis remains a community that values its citizens, its "Way of Life", and its future as a leader and innovator in the San Joaquin Valley. Clovis has maintained the small-town community spirit envisioned by its early founders, as reflected in its nationally acclaimed school district, responsive safety services, engaged local government, and vibrant community events. Availability of housing, quality hospital care, a mild climate, access to varied recreational opportunities, and strong community identity all contribute to Clovis' recognition and reputation as a great place to live.

GENERAL PROJECT DESCRIPTION

The City of Clovis is one of the fastest-growing communities in the region and recognizes the need for a comprehensive, long-term trail wayfinding signage program. The purpose of this project is to develop a citywide signage program that enhances navigation, supports community identity, and improves the overall trail user experience for both residents and visitors.

The selected firm will be responsible for developing a comprehensive trail wayfinding program and associated design standards that will serve the City for years to come. The program shall address the needs of various user groups, including pedestrians, bicyclists, motorists (seeking to access the trail), and public transit users. Signage must be informative, intuitively placed, and designed to be easily replicated or expanded as the City continues to grow.

As part of this effort, the consultant will also prepare a Trails Resource Guide for use by the City and the development community when planning, designing, and constructing segments of the City's trail system.

The City also seeks the development of new entryway design to clearly identify key gateways into Clovis. These entryway signs should create a welcoming and distinctive impression, reinforce the City's identity, and reflect the character of the surrounding area. Design standards must incorporate flexibility to allow for area-specific customization, enabling signage to reflect the identity and character of distinct neighborhoods and destinations within Clovis. A strong emphasis will be placed on establishing a sense of place and geographic awareness throughout the community.

All signage recommendations must include standards for long-term durability. Materials and construction methods must be weather-resistant, low-maintenance, and suitable for permanent installation with the ability to withstand long-term environmental exposure.

PROJECT REQUIREMENTS

APPLICANT REQUIREMENTS

The City is expecting that all proposals are received by qualified firms that have extensive experience with developing comprehensive Citywide Wayfinding Plans and provide design

services for entryway feature signage as a part of this RFP, all proposers are to provide at least three (3) references within the last five (5) years for similar type projects.

SAMPLE CONSULTANT AGREEMENT

The Sample Consultant Agreement (Appendix C) is a template of the Consultant Service Agreement that the City intends to use for this project. It is recommended that the Consultant review the sample Agreement with legal and insurance providers. Generally, the City does not negotiate the terms for such Agreements, but a proposing Consultant shall raise any concerns about the Agreement and identify all contract issues in its proposal. The City reserves the right to modify this agreement prior to award.

INSURANCE REQUIREMENTS

Please see Appendix B for the insurance requirements by the City's Risk Management Department.

PROJECT SCOPE

The City of Clovis is seeking qualified vendors to develop a comprehensive trail wayfinding program, including recommendations for sign types, locations, and design features. The scope of work will cover wayfinding signage for the Citywide trail system and key destinations, as well as entryway feature signage at gateways into the City. In addition, the project will include the development of a Trail Resource Guide to support both City staff and the development community in constructing or enhancing trail segments throughout Clovis.

TASK 1: OVERALL PROJECT MANAGEMENT

This task includes all work by the Consultant to effectively manage the scope, cost, and schedule of the Project. This may include, but is not limited to, the activities and deliverables identified below:

Project Administration

1. Prepare and submit monthly progress reports.
2. Prepare and submit progress payment invoices accompanied with backup material supporting the amount being invoiced at project milestones, or as negotiated within the contract, and in a form as approved by City staff. Invoices shall include the following:
 - Prepared on the consultant's letterhead;
 - Signed by the consultant's project manager;
 - Unique invoice number;
 - Appropriate supportive documentation;
 - Each milestone included shall be separated by line item;
 - A summary of the reimbursements to-date and a summary of the funds remaining in the contract;
 - If the contract involves sub-consultants, an invoice from the sub-consultant should be attached in the same format as the prime consultant's invoice and should be included in the summary of the prime consultant's invoice;
 - For each sub-consultant: a summary of payments to-date and funds

remaining in the contract(s).

Project Communication

1. Prepare and submit correspondence and memos, including all meeting minutes.
2. Support and prepare materials as may be requested for meetings including but not limited to City presentations, Technical Advisory Committees, and other stakeholders.

Project Meetings

1. Initiate and conduct monthly Project Development Team (PDT) Meetings. The first PDT meeting will take place one month from the date of contract execution.
2. Coordination meetings as may be required to obtain required deliverables.

Deliverables for Task 1:

- Project Correspondence
- Meeting Minutes
- Meeting Agendas

TASK 2: SITE ANALYSIS AND FIELD INVENTORY

The Consultant shall review the City of Clovis brand standards, the City's Active Transportation Plan, applicable adopted master plans, and relevant specific plans. A comprehensive field review will be conducted for key corridors, Old Town, parks, trails, paseos, community centers, and other public facilities such as the Recreation Center, Senior Center, and historical landmarks. The Consultant will inventory and evaluate all existing signage for condition, visibility, redundancy, and gaps, and will identify logical decision points for sign placement. All existing signage will be mapped.

Deliverables for Task 2:

- Summary report of field observations and plan for next steps forward based on findings.
- Map of existing signage locations. (GIS-Shapefile format)

TASK 3: PUBLIC OUTREACH AND ENGAGEMENT

The Consultant shall lead a comprehensive and inclusive public outreach effort to gather input from the community, stakeholders, and City staff to inform the development of the Citywide Wayfinding Plan and entryway feature signage design. The outreach effort shall ensure meaningful participation from the entire Clovis community. The Consultant is expected to use a variety of engagement tools and techniques to encourage participation and solicit feedback that will guide the project's design, placement, and overall vision.

The outreach effort shall be coordinated with City staff to ensure alignment with broader communications strategies and to avoid overlapping with other ongoing initiatives.

Suggested Outreach Activities May Include (but are not limited to):

- Development and execution of a Public Engagement Plan

- Pop-up events at community locations (e.g., parks, community events, farmers markets)
- In-person or virtual community workshops and focus groups
- Stakeholder interviews (e.g., business owners, trail user groups, schools, local organizations)
- Online surveys and interactive digital engagement tools
- Social media content development and coordination with City channels
- Use of visual aids and preliminary design concepts to gather targeted feedback

Deliverables for Task 3:

- Community Engagement Plan
- All materials for community/stakeholder meetings.
- Agendas and meeting minutes.
- Community Events/Workshops and Stakeholder Meetings
- Online Engagement
- Summary of feedback and findings of the entire effort.

TASK 4: DEVELOP WAYFINDING STRATEGY AND SIGNAGE HIERARCHY

The Consultant shall establish a citywide trail wayfinding strategy. This strategy shall include a clear explanation of hierarchy of signage types and audiences. It shall also define signage categories (directions, identification, regulatory and their functions). Recommendations as to location and placement logic should also be highlighted in the document.

Deliverables for Task 4:

- Wayfinding strategy document
- Signage hierarchy diagram
- Recommended placement strategy (GIS Shape File)

TASK 5: DESIGN STANDARDS AND PROTOTYPES

During this task the Consultant will be expected to draft (and finalize) the design standards of the recommended sign types. All sign types shall be in compliance with MUTCD standards. The standards shall include all fonts, colors, materials and recommended graphic elements. Prototypes for each sign shall be presented to City staff for approval. Guidelines for fabrication, installation and recommended maintenance for the newly developed signs shall be included in the design standards.

It is essential that also included is key elements for each of the various community centers around the City.

Deliverables for Task 5:

- Draft and final signage design standards manual
- Renderings for all sign types (must be in compliance with MUTCD)
- Material and fabrication specifications
- Customization for sign types based on areas of town

TASK 6: ENTRYWAY SIGNAGE DESIGN AND GUIDE

The Consultant shall develop distinctive and cohesive entryway signage concepts that reflect and reinforce the unique identity, history, and character of the City of Clovis. The design shall serve as a visual welcome to residents and visitors alike and contribute to a strong sense of place at key City entry points.

All concepts shall be visually aligned with the broader Citywide Wayfinding Plan and should incorporate materials, forms, and themes that are reflective of Clovis' heritage and long-term vision. The Consultant shall also ensure that signage designs are durable, low maintenance, and compatible with the surrounding environment.

The Consultant shall coordinate with City staff to identify opportunities for lighting integration and landscape enhancement at sign locations to determine feasibility. They shall also take into consideration visibility, traffic safety and future maintenance access in all design proposals.

Deliverables for Task 6:

- Map of proposed entryway feature locations – including sizing, orientation and site conditions.
- Conceptual designs (reviewed by staff for final approval)
- Renderings or visual simulations of the proposed design options
- Material and lighting recommendations for approved entryway feature design
- Final Design Development Package to include technical specification, maps of recommended locations based on type, materials list, cost estimate for installation and final lighting and landscaping plans.

TASK 7: TRAILS RESOURCE GUIDE

The consultant shall develop a stand-alone Trails Resource Guide that consolidates and organizes all relevant information from the City's approved master plans, specific plans, and other applicable documents related to the trail network. This guide will serve as a practical, user-friendly reference for City staff, developers, and design professionals in the planning, design, and construction of new trail segments. It will ensure consistent application of design elements across the entire trail system, including areas within existing plan boundaries and undeveloped areas outside these boundaries.

The guide will highlight all components for trail design, including (but not limited to):

- Lighting standards (type, placement, and specifications)
- Wayfinding and interpretive signage considerations (not to conflict with Task 4)
- Landscaping guidelines and plant palette recommendations
- Placement and specifications for amenities such as trash receptacles, benches, bike racks, and drinking fountains
- Surface material recommendations for different trail types and contexts
- Accessibility considerations in compliance with ADA requirements
- Safety and visibility features for trail users

The consultant will identify gaps in current guidance for undeveloped trail areas and provide clear, implementable standards to address those gaps. The document should be formatted for easy reference, with diagrams, photos, and sample layouts where applicable. The City's Active Transportation Plan shall be used when developing guidance for these areas.

Deliverables for Task 7:

- Consolidated Trail Standards Inventory
- Gap Analysis Report
- Draft Trails Resource Guide
- Review Workshop with City Staff
- Final Trails Resource Guide
- Editable Source Files

TASK 8: IMPLEMENTATION PLAN

The Consultant shall develop and present City staff with an implementation plan strategy. This strategy should be based on priority, biggest impact/need and available resources. It is expected that during this task estimates and installation timelines be drafted and reviewed by staff.

Deliverables for Task 8:

- Phases implementation plan for signage
- Cost estimates by each sign type
- Recommendation for timeline for installation of various sign types
- Recommendations for future integration and scalability

TASK 9: FINAL DELIEVERABLES & PRESENTATION

The Consultant shall provide City staff with final drafts of all project materials. The final report and map files shall be provided electronically in the following forms: PDF, Microsoft Word, Map Files (Geodatabase format), as directed by City of Clovis. No files shall be password protected.

The Consultant will also need to prepare a final presentation to both governing bodies, Planning Commission and City Council. City Staff expects that Consultant be present, in person for both meetings.

Deliverables for Task 9:

- Planning Commission and City Council Meeting Presentation and PowerPoint
- Final signage design manual (PDF and editable format)
- Final implementation plan
- Working files – to include design files for signs and GIS-Shapefiles for location recommendations

The tasks outlined above were developed by City staff; however, if the Consultant identifies the need for additional tasks or steps to effectively complete the scope of work, they are expected to include and clearly highlight these additions in their submitted proposals.

SUBMITTAL AND CONTENT REQUIRED

The proposal shall not exceed **30 pages total** and must include, at a minimum, the following information:

1. Front Cover
2. Cover Letter (1 page): Signed by a company officer authorized to bind the company in agreements.
3. Table of Contents
4. Project Understanding (up to 2 pages): Provide a summary of the consultant's understanding of the project as a whole and the unique capabilities to perform the services required. The summary shall establish that the Consultant understands the City's objectives and work requirements and the Consultant's ability to satisfy those objectives.
5. Scope of Work and Work Plan (up to 11 pages): Provide a detailed Scope of Work Statement describing all the services to fulfill the project scope. Please explain what specific steps are to be taken, methodologies to be employed, and what tools are to be used, how fees are to be developed, and what quality control measures will be taken. The approach should include examples of what report components may look like.

The proposal shall describe the Consultant's approach to completing the required work timely and on schedule. It should also include a detailed schedule that specifically addresses each task, as applicable, including a breakdown of phases and a timeframe of how long each phase will take to complete. Include how often the project team expects to meet with City personnel and the development community as well as describe for what purposes; how progress relative to the schedule will be tracked and communicated; and how project costs will be tracked and invoiced.

The Consultant may also include technical or procedural innovations, or specific new concepts that have been used successfully on development fees and which may benefit the City with better fee implementation.

Describe the proposed cost control and budgeting methodology for this project. Describe critical issues associated with the scope of work and how you will address these. Provide information regarding your firm's financial management capabilities, including the accounting proposed for the Project.

6. Schedule of Work (up to 2 pages): Provide a detailed schedule for all phases of the project and the proposing Consultant's services including time for reviews and approvals. The schedule shall be drafted to follow the Draft Project Delivery

Schedule shown in Exhibit A, however, expedited schedules are preferred with justification for timeline feasibility.

Anticipate all reviews for the City take approximately 15 working days to complete and return back to the Consultant.

7. Cost Proposal (up to 2 pages): The proposal shall include cost and rate information. A cost proposal shall be submitted with the initial written proposal. Cost will be evaluated based on its reasonableness and overall value in the context of the submitted proposal. More information is highlighted below in Section B.
8. Experience with Similar Projects (up to 4 pages): The consultant's experience and history in performing this type of work for other public agencies and master planned communities, including the consultant's ability to provide prioritized project recommendations and scheduling based on an efficient timeline. Include references of persons, firms, or agencies that the City may contact to verify the experience of the Consultant. Please do not include projects that are older than 5 years.
9. Staff Resumes, Key Project Personnel (up to 6 pages): For the members of the Consultant's proposed project team (including subconsultants). Provide detailed resumes for the top project team members. Also, include the amount of time each team member will be working on the proposed project.
10. Conflict of Interest Statement (1 page): The proposing Consultant shall disclose any financial, business or other relationship with the City of Clovis that may have an impact upon the outcome of the contract or the construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract. The proposing Consultant shall disclose any financial interest or relationship with any company that might directly benefit from the outcome of the development fee program. Refer to Section C below for additional Conflict of Interest Requirements.
11. References (up to 2 pages): The Consultant should provide a minimum of three (3) references. Do not provide references older than 5 years. Please note that a representative from the City will be contacting references of the chosen consultant.
12. Acknowledgement of Agreement (1 page)
13. Back Cover

Notes:

- Please note that the following will **not** be counted towards the page limits: front cover, table of contents, dividers, and back cover.
- Double sided pages will count as two pages.
- Proposals shall be numbered consecutively.

- Use a minimum 11-point font size (e.g., Arial, Calibri, or Times New Roman) for all narrative content.
- Any proposal failing to include the required information highlighted above will be considered incomplete and disqualified.
- Any proposal received after the deadline will not be considered.

CONFLICT OF INTEREST REQUIREMENTS

Throughout the term of the awarded contract, or any potential future construction engineering contract, any person, firm or subsidiary thereof who may provide, has provided, or is currently providing Design, Engineering Services and/or Construction Engineering Services under a contractual relationship with a construction contractor(s) on any local project listed in this Scope of Work must disclose the contractual relationship, the dates and the nature of the services. The prime consultant and its sub-consultants shall also disclose any financial or business relationship with the construction contractor(s) who are working on the projects that are assigned for material Quality Assurance services through task orders on the contract.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract Lead Project Management services and Construction Engineering Services provided to all other clients on any local project listed in this Scope of Work.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the agency's projects listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest.

If the Consultant discovers a conflict during the execution of an assigned task order, the Consultant must immediately notify the Project Manager regarding the conflicts of interest. The Contract Manager may terminate the Task Order involving the conflict of interest and may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the Contract Manager may be grounds for termination of the contract.

An example of conflict of interest would be providing services to a client that might benefit financially from the outcome of the contract.

CLARIFICATIONS OF REFERENCE MATERIAL CONFLICTS

In case of conflict, ambiguities, discrepancies, errors or omissions among the reference materials obtained by the Consultant from other agencies, the Consultant shall submit the matter to City of Clovis for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors or omissions which is performed by the Consultant before clarification by City of Clovis shall be at the Consultant's risk. Such conflicts, ambiguities, discrepancies, errors or omissions among the references shall not give rise to a claim by the Consultant

for extra work unless the Consultant can demonstrate that it has incurred additional expenses as a result thereof.

CONSULTANT SELECTION PROCEDURES

City of Clovis staff will assemble a Selection Committee and will review and evaluate all proposals received in accordance with the criteria identified below.

The top consultant(s) with the highest scores after the City of Clovis has evaluated the written criteria will then proceed to an interview with the City of Clovis Project Manager and other City staff. It is the City's preference that these interviews be held in person.

The selection process will include the following evaluation factors:

1. Proposal Thoroughness and Understanding: The Consultant has demonstrated a clear and complete understanding of the project requirements, goals, and constraints. Proposal shows creativity and innovation in the consultant's approach to the Project.
2. Qualifications, Staff Expertise and Overall Experience: Qualifications of the firm, Project Manager, and sub-consultant have been demonstrated through similar projects and experience. Quality of staff clearly demonstrates technical ability to complete the project requirements.
3. Project Time Schedule: The Consultant has prepared a clear and comprehensive schedule that properly reflects the scope and objectives of the project.
4. Efficiency and Clarity: The Consultant proposes innovative, practical, and value-added methodologies, tools, or communication strategies that enhance the effectiveness, transparency, and usability of the Development Impact Fee (DIF) program. This may include features such as interactive fee calculators, visual tools for stakeholder engagement, simplified reporting formats, phasing strategies, or other creative approaches that improve stakeholder understanding and project implementation.
5. Cost: Cost will be evaluated based on its reasonableness and overall value in the context of the submitted proposal.
6. References: References provide strong support and history of having worked with the consultant.

The evaluation worksheet will be as represented in the table below:

WRITTEN EVALUATION CRITERIA	MAXIMUM POINTS
Proposal Thoroughness and Understanding	35
Qualifications, Staff Expertise and Overall Experience	25
Project Time Schedule	15
Efficiency and Clarity	10
Cost	10
References	5
TOTAL	100

DISCLAIMER

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject all responses to this request at any time prior to contract execution. The City reserves the right to request or obtain additional information about all proposals, and/or amend the scope of work.

APPENDICES

- A. Draft Project Delivery Schedule
- B. Insurance Requirements
- C. Sample Consultant Agreement Template
- D. City of Clovis Brand Standards
- E. Links to all City of Clovis Plan Documents

APPENDIX A DRAFT PROJECT DELIVERY SCHEDULE

ACTION ITEM	DATE
PROPOSALS DUE	September 2025
INTERVIEW OF TOP CONSULTANTS	October 2025
CONSULTANT SELECTION	November 2025
COUNCIL APPROVAL OF CONSULTANT AND AWARD OF CONTRACT	November/December 2025
DRAFT WORK PRODUCT TO CITY	February 2026
MEETINGS WITH CITY	March 2026
MEETINGS WITH STAKEHOLDERS	April 2026
FINAL WORK PRODUCT TO CITY	June 2026
CONSULTANT IN-PERSON PRESENTATION TO COUNCIL	July 2026

APPENDIX B INSURANCE REQUIREMENTS

CITY OF CLOVIS

INSURANCE REQUIREMENTS

NOTE: The City of Clovis is now using the online insurance program Evident. Once a vendor has been awarded a contract, they will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s).

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate. (If Claims-made, see below.)

Employee Dishonesty: \$5,000,000 to include comprehensive employee dishonesty, disappearance, theft, and forgery or alteration coverage.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Consultant under this agreement.

Limits of Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain

a provision that such coverage shall also apply on a primary and non-contributory basis before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Clovis, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Clovis, its officers, officials, employees, and volunteers." Policy shall cover City of Clovis, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. The City of Clovis does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Clovis.**

Waiver of Subrogation

Contractor hereby grants to City of Clovis a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Clovis by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Clovis has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Clovis for all work performed by the Contractor, its employees, agents and subcontractors.

Self-Insured Retentions

All Self-insured retentions must be disclosed to Risk Management for approval and shall not reduce the limits of liability. The City of Clovis may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Clovis.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Clovis.

Claims Made Policies (note – applicable only to professional liability)

If any of the required policies provide coverage on a claims-made basis:

The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

Insurance must be maintained, and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*.

If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of *five (5) years* after completion of contract work.

Verification of Coverage

Contractor shall furnish the City of Clovis with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Clovis Personnel/Risk Management Division before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The City of Clovis reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Clovis with a copy of its declarations page(s) and endorsement page(s) for each of the required policies.

Subcontractors

Contractors shall require and verify that all subcontractors, or other parties hired for this work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in this RFP and the Contractor’s agreement with the City to the extent they apply to the scope of the subcontractor’s work.

Special Risks or Circumstances

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

Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

City of Clovis
Attn:
1033 Fifth Street
Clovis, CA 93612
Email:

APPENDIX C

SAMPLE CONSULTANT AGREEMENT TEMPLATE

**DRAFT
CITY OF CLOVIS
CONSULTANT SERVICE AGREEMENT**

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

RECITALS

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

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

AGREEMENT

1. **Scope of Services.** Consultant shall perform the Services described in the Recitals and detailed in **Exhibits A & B**. Changes in the scope of Services, including the work performed and/or deliverables produced, shall be made in writing and particularly describe the changes in Services, including payment/costs and schedule/term, as applicable.
2. **Priority and Conflicts; Exclusions.** If the terms and requirements of this Agreement and/or **Exhibit A** conflict with **Exhibit B**, this Agreement and **Exhibit A** shall control. No contractual terms and/or conditions found in **Exhibit B** shall purport to waive, disclaim, or limit Consultant's liability, indemnification obligations, warranties, damages for breach or delay, or any security, bonding, or insurance requirements, and any such provisions shall have no force or effect with respect to this Agreement and the Services performed by Consultant.
3. **Term of Agreement; Commencement of Services; Schedule.** The term of this Agreement shall commence on _____, and Consultant shall begin performing the Services on that date, unless otherwise instructed by City. This Agreement shall terminate on _____, unless extended beyond that date by mutual consent of the Parties, for a period not exceeding ____ years. This Agreement may be terminated prior to the end of the term pursuant to Section 17 herein.

[or]

Consultant shall begin performing the Services on _____, unless otherwise instructed by City, and continue with the Services until satisfactorily completed, as determined by City. Consultant shall complete the Services not later than _____ ("Completion Date"), unless extended beyond this date by mutual consent of the Parties. This Agreement may be terminated prior to the

Completion Date pursuant to Section 17 herein.

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

4. Payment for Services. City shall pay Consultant for the Services performed pursuant to this Agreement according to the rate(s) stated in **Exhibit A** or in Consultant's Proposal, which is set forth in **Exhibit B**, as applicable. The total amount paid by City to Consultant shall not exceed _____ Dollars (\$ _____).

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

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

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

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

8. Subcontractor Provisions. Consultant shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same

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

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

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

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

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

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

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

15. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Consultant, or any successors in interest, in the event of a default or breach by City for any amount which

may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.

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

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

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

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

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

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

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

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

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

certificate from City and pay the applicable annual business registration tax to City during the term of this Agreement.

21. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.

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

- a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.
- b. Delivered by e-mail to a known address of the party to whom it is directed provided the e-mail is accompanied by an acknowledgment of receipt by the other party. Service shall be deemed the date of acknowledgement.
- c. Delivery by a reliable overnight delivery service, ex., Federal Express, receipted, addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.
- d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered ninety-six (96) hours after deposit.

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

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

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

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

27. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Consultant in the County of Fresno, California. Consultant shall

perform the Services required under this Agreement in the County of Fresno, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

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

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

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

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

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

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

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

CONSULTANT

CITY OF CLOVIS

By: _____

By: _____
Andrew Haussler, City Manager

Date: _____

Date: _____

Party Identification and Contact Information:

Consultant
Company Name

City of Clovis
Department Name

Attn: Name
Title
Address
City, State

_____[E-Mail Address]
_____[Phone Number]

Attn: Name
Title
1033 Fifth Street
Clovis, CA 93612

_____[E-Mail Address]
_____[Phone Number]

ATTEST

Briana Parra, City Clerk

APPROVED AS TO FORM

Scott G. Cross, City Attorney

file:///J:/WDOCS/00601/037/AGT/00661286.DOC

EXHIBIT A REQUEST FOR PROPOSALS

SAMPLE

EXHIBIT B CONSULTANT PROPOSAL

SAMPLE

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D SIGNING AUTHORITY

SAMPLE

APPENDIX D CITY OF CLOVIS BRAND STANDARDS



CITY *of* CLOVIS

LOGO GRAPHIC CATALOG

UPDATED 2016



COC City Seal-4C.ai
COC City Seal-4C.eps
COC City Seal-4C.jpg



CITY *of* **CLOVIS**

COC Horizzontal Logo A-4C.ai
COC Horizzontal Logo A-4C.eps
COC Horizzontal Logo A-4C.jpg

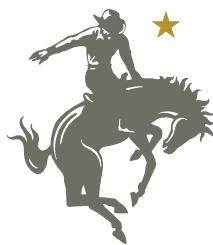


CITY *of* **CLOVIS**

COC Horizzontal Logo B-4C.ai
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CITY *of* **CLOVIS**

COC Logotype-4C.ai
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COC Primary Logo-4C.ai
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COC Primary Logo-4C.jpg



CITY *of* **CLOVIS**

COC Vertical Logo-4C.ai
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CITY of CLOVIS
PLANNING & DEVELOPMENT

COC-PD Horizontal Logo A-4C.ai
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COC-PD Horizontal Logo A-4C.jpg



CITY of CLOVIS
PLANNING & DEVELOPMENT

COC-PD Horizontal Logo B-4C.ai
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CITY of CLOVIS
PLANNING & DEVELOPMENT



CITY of CLOVIS
PLANNING & DEVELOPMENT

COC-PD Logotype-4C.ai
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COC-PD Logotype-4C.jpg

COC-PD Vertical Logo-4C.ai
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COC-PD Vertical Logo-4C.jpg



CITY of CLOVIS
PUBLIC UTILITIES

COC-PU Horizontal Logo A-4C.ai
COC-PU Horizontal Logo A-4C.eps
COC-PU Horizontal Logo A-4C.jpg



CITY of CLOVIS
PUBLIC UTILITIES

COC-PU Horizontal Logo B-4C.ai
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COC-PU Horizontal Logo B-4C.jpg

CITY of CLOVIS
PUBLIC UTILITIES



CITY of CLOVIS
PUBLIC UTILITIES

COC-PU Logotype-4C.ai
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COC-PU Logotype-4C.jpg

COC-PU Vertical Logo-4C.ai
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COC Specialty Logo A1-4C.ai
COC Specialty Logo A1-4C.eps
COC Specialty Logo A1-4C.jpg



COC Specialty Logo A2-4C.ai
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COC Specialty Logo A2-4C.jpg



COC Specialty Logo B1-4C.ai
COC Specialty Logo B1-4C.eps
COC Specialty Logo B1-4C.jpg



COC Specialty Logo B2-4C.ai
COC Specialty Logo B1-4C.eps
COC Specialty Logo B1-4C.jpg



COC City Seal-BW.ai
COC City Seal-BW.eps
COC City Seal-BW.jpg



CITY of CLOVIS

COC Horixzontal Logo A-BW.ai
COC Horixzontal Logo A-BW.eps
COC Horixzontal Logo A-BW.jpg



CITY of CLOVIS

COC Horizontal Logo B-BW.ai
COC Horizontal Logo B-BW.eps
COC Horizontal Logo B-BW.jpg

CITY of CLOVIS

COC Logotype-BW.ai
COC Logotype-BW.eps
COC Logotype-BW.jpg



COC Primary Logo-BW.ai
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CITY of CLOVIS

COC Vertical Logo-BW.ai
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CITY of CLOVIS
PLANNING & DEVELOPMENT

COC-PD Horizontal Logo A-BW.ai
COC-PD Horizontal Logo A-BW.eps
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CITY of CLOVIS
PLANNING & DEVELOPMENT

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CITY of CLOVIS
PLANNING & DEVELOPMENT

CITY of CLOVIS
PLANNING & DEVELOPMENT

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COC-PD Vertical Logo-BW.ai
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CITY of CLOVIS
PUBLIC UTILITIES

COC-PU Horizontal Logo A-BW.ai
COC-PU Horizontal Logo A-BW.eps
COC-PU Horizontal Logo A-BW.jpg



CITY of CLOVIS
PUBLIC UTILITIES

COC-PU Horizontal Logo B-BW.ai
COC-PU Horizontal Logo B-BW.eps
COC-PU Horizontal Logo B-BW.jpg



CITY of CLOVIS
PUBLIC UTILITIES

CITY of CLOVIS
PUBLIC UTILITIES

COC-PU Logotype-BW.ai
COC-PU Logotype-BW.eps
COC-PU Logotype-BW.jpg

COC-PU Vertical Logo-BW.ai
COC-PU Vertical Logo-BW.eps
COC-PU Vertical Logo-BW.jpg



COC City Seal-RGB.jpg



COC Horizxontal Logo A-RGB.jpg



COC Horizontal Logo B-RGB.jpg



COC Logotype-RGB.jpg



COC Primary Logo-RGB.jpg



COC Vertical Logo-RGB.jpg



CITY of CLOVIS
PLANNING & DEVELOPMENT

COC-PD Horizontal Logo A-RGB.jpg



CITY of CLOVIS
PLANNING & DEVELOPMENT

COC-PD Horizontal Logo B-RGB.jpg

CITY of CLOVIS
PLANNING & DEVELOPMENT

COC-PD Logotype-RGB.jpg



CITY of CLOVIS
PLANNING & DEVELOPMENT

COC-PD Vertical Logo-RGB.jpg



CITY of CLOVIS
PUBLIC UTILITIES

COC-PU Horizontal Logo A-RGB.jpg



CITY of CLOVIS
PUBLIC UTILITIES

COC-PU Horizontal Logo B-RGB.jpg

CITY of CLOVIS
PUBLIC UTILITIES

COC-PU Logotype-RGB.jpg



CITY of CLOVIS
PUBLIC UTILITIES

COC-PU Vertical Logo-RGB.jpg



COC Specialty Logo A1-RGB.jpg



COC Specialty Logo A2-RGB.jpg



COC Specialty Logo B1-RGB.jpg



COC Specialty Logo B2-RGB.jpg



COC City Seal-Spot.ai
COC City Seal-Spot.eps



CITY *of* **CLOVIS**

COC Horizontal Logo A-Spot.ai
COC Horizontal Logo A-Spot.eps

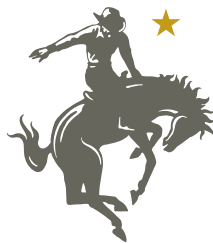


CITY *of* **CLOVIS**

COC Horizontal Logo B-Spot.ai
COC Horizontal Logo B-Spot.eps

CITY *of* **CLOVIS**

COC Logotype-Spot.ai
COC Logotype-Spot.eps



COC Primary Logo-Spot.ai
COC Primary Logo-Spot.eps



CITY *of* **CLOVIS**

COC Vertical Logo-Spot.ai
COC Vertical Logo-Spot.eps



CITY of CLOVIS
PLANNING & DEVELOPMENT

COC-PD Horizontal Logo A-Spot.ai
COC-PD Horizontal Logo A-Spot.eps



CITY of CLOVIS
PLANNING & DEVELOPMENT

COC-PD Horizontal Logo B-Spot.ai
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CITY of CLOVIS
PLANNING & DEVELOPMENT

COC-PD Logotype-Spot.ai



CITY of CLOVIS
PLANNING & DEVELOPMENT

COC-PD Vertical Logo-Spot.ai
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CITY of CLOVIS
PUBLIC UTILITIES

COC-PU Horizontal Logo A-Spot.ai
COC-PU Horizontal Logo A-Spot.eps



CITY of CLOVIS
PUBLIC UTILITIES

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CITY of CLOVIS
PUBLIC UTILITIES

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CITY of CLOVIS
PUBLIC UTILITIES

COC-PU Vertical Logo-Spot.ai
COC-PU Vertical Logo-Spot.eps



AGENDA ITEM NO:

AGENDA ITEM NO. 13.

City Manager: IS

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: October 2, 2017

SUBJECT: Consider Various Actions Associated with the Use of the City Seal and Logos

1. Consider Introduction - Ord. 17-___, Repealing Section 2.4.01, of Chapter 2.4, of Title 2 and Adding New Sections 2.4.01 Through 2.4.03, of Chapter 2.4, of Title 2 of the Clovis Municipal Code Pertaining to the Use of the City Seal and Logos.
2. Consider Approval - Res. 17-___, Authorizing the City Manager to Service Mark the City Seal and All City Logos and Take Such Other Actions Deemed Necessary to Protect the City Seal and All City Logos.

ATTACHMENTS: (A) Draft Ordinance
(B) Draft Resolution

CONFLICT OF INTEREST

None

RECOMMENDATION

That the City Council approve the introduction of an ordinance regarding the addition of new code sections 2.4.01 through 2.4.03 pertaining to use of the City Seal and Logos.

That the City Council approve a resolution authorizing the City Manager to obtain legal protection of the City Seal and Logos by service marking the same through the California Secretary of State.

EXECUTIVE SUMMARY

The City of Clovis currently has one Municipal Code (section 2.4.01) which describes the official City seal. This code section does not address use of the official City Seal, or

City
Use of the City Seal and Logos
October 2, 2017

describe or address the use of any of the multiple City Logos.

It is necessary to address the use of the City Seal and Logos to prohibit unauthorized use as such may cause confusion, mistake, or deception about the user's affiliation or connection with the City.

The attached resolution authorizes the City Manager, or his or her designee, to submit the required applications to the California Secretary of State in order to officially Service Mark the City Seal and Logos.

The registration of the Service Marks with the Secretary of State does not by itself protect the City Seal and Logos against unauthorized uses. Instead, the owner of the Service Marks is responsible for protecting the rights to its marks by enacting an ordinance regulating use (which is the purpose of the Ordinance).

BACKGROUND

The only current Municipal Code addressing the City Seal is section 2.4.01, of Chapter 2.4, of Title 2, which reads as follows:

"2.4.01 Design. *The City shall have a common seal which shall be circular in form with an outer and inner corrugation. Within the inner corrugation shall be a fruited olive branch, and around the inner corrugation wand within the outer corrugation shall be the inscription 'City of Clovis, Incorporated February 27, 1912'."*

The City has no other regulations addressing use of the City Seal or describing or addressing the use of the multiple City Logos, nor has the City service marked its City Seal or Logos. Therefore, there is the potential for unauthorized use of the City's Seal and Logos. Such unauthorized use may cause confusion, mistake, or deception about the user's affiliation or connection with the City.

The current City Logos include the following specialty logos: Old Town Clovis, Loma Vista, Heritage Grove, Landmark Commons, Police and Fire Department, Sierra Gateway Commerce District, and Miss Winkles Pet Adoption Center all of which lack protection and lack any regulations limiting use.

The proposed ordinance repeals Section 2.4.01 and adds new Sections 2.4.01 through 2.4.03, of Chapter 2.4, of Title 2 pertaining to the use of the City Seal and Logos. The ordinance describes with particularity the City Seal and each of the City Logos, and addresses enforcement by allowing for the imposition of penalties pursuant to Chapter 1.2 of Title 1 of the Municipal Code. The Ordinance prohibits any person, other than the City of Clovis, to reproduce, use, give away, sell or distribute any City Seal or Logo, or facsimile thereof purporting to be or represented to be the City Seal or City Logos unless authorized by the City Manager.

Use of the City Seal and Logos
October 2, 2017

The City Manager will be allowed to review and approve third party requests for use of the City Logos by specific groups that have a close relationship with the City. These include the Clovis Chamber of Commerce, Business Organization of Old Town Clovis, Clovis Unified School District, Clovis Community Hospital, Nonprofit Organizations affiliated with the City of Clovis, California Health Sciences University and businesses associated with specific area logos.

In addition to the City Seal/Logos Ordinance, the resolution authorizes the City Manager, or his or her designee, to Service Mark the City Seal and Logos and take any other actions necessary to protect against unauthorized uses.

FISCAL IMPACT

The cost to service mark the City Seal and each Logo is currently \$70.00 per classification of goods or services on each request for Service Mark with the California Secretary of State.

REASON FOR RECOMMENDATION

There is the potential for unauthorized use of the City's Seal and Logos. Such unauthorized use may cause confusion, mistake, or deception about the user's affiliation or connection with the City.

ACTIONS FOLLOWING APPROVAL

The Second Reading and Adoption of Ordinance No. 17-____ will be brought before the City Council at the next regularly scheduled meeting, and the Ordinance will take effect 30 days thereafter.

The City Manager will register with the California Secretary of State the service marks of the City Seal and Logos.

Prepared by: City Attorney

Submitted by: 
John Holt, Assistant City Manager

ORDINANCE NO. 17-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS REPEALING SECTION 2.4.01, OF CHAPTER 2.4, OF TITLE 2 AND ADDING NEW SECTIONS 2.4.01 THROUGH 2.4.03, OF CHAPTER 2.4, OF TITLE 2 OF THE CLOVIS MUNICIPAL CODE PERTAINING TO THE USE OF THE CITY SEAL AND LOGOS
THE CITY COUNCIL OF THE CITY OF CLOVIS does ordain as follows:

SECTION 1. FINDINGS.

WHEREAS, the City of Clovis desires to protect the integrity of its Seal and Logos and restrict the use thereof; and

WHEREAS, there is the potential for unauthorized use of the City of Clovis' Seal and Logos; and

WHEREAS, unauthorized use of the City of Clovis' Seal and/or Logos may cause confusion, mistake, or deception about the user's affiliation or connection with the City of Clovis.

SECTION 2. REPEAL OF SECTION 2.4.01, OF CHAPTER 2.4, OF TITLE 2.

Section 2.4.01, of Chapter 2.4, of Title 2 is hereby repealed.

SECTION 3. ADOPTION OF NEW SECTIONS 2.4.01 THROUGH 2.4.03, OF CHAPTER 2.4, OF TITLE 2

Sections 2.4.01 through 2.4.03 of Chapter 2.4, of Title 2 are hereby added to the Municipal Code to read as follows:

Chapter 2.4

OFFICIAL SEAL AND LOGOS

2.4.01 City Seal and Logos.

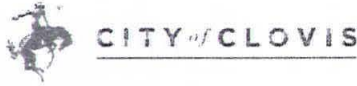
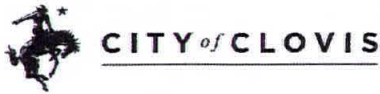
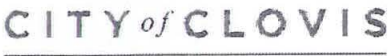
(a) The following "CITY of CLOVIS" Seal is depicted and described as follows:

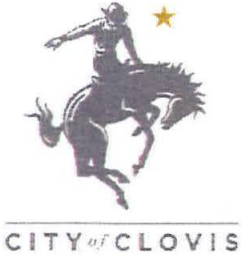
1		Two concentric circles. The outermost circle contains dark shading. Between the outermost and second circle the words "City of Clovis" and "California" appear in primarily capital letters. In the center of the circle is a gray depiction of a rodeo cowboy riding a bucking bronco. To the right of the cowboy's head is a solid gold star.
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(b) The following "City of Clovis" specialty logos are depicted and described as follows:

1		Tan Rectangle with black outline, Cowboy riding a tan bucking bronco with a black star to the right of the Cowboy's head and the word "CLOVIS" in red letters, with black shading, at the bottom of the logo.
2		Two concentric circles. The outer circle is red with the words "CITY of CLOVIS" and "CALIFORNIA" appearing in primarily capital letters. The inner circle depicts a Cowboy on a tan bucking bronco with a black star to the right of the Cowboy's head.
3		Two concentric circles. The outer circle is red with the words "CITY of CLOVIS" and "CALIFORNIA" appearing in primarily capital letters. The inner circle depicts a Cowboy on a black bucking bronco with a black star to the right of the Cowboy's head.
4		Tan Rectangle with black outline, Cowboy riding a black bucking bronco with a black star to the right of the Cowboy's head and the word "CLOVIS" in red letters, with black shading, at the bottom of the logo.

(c) The following "City of Clovis" logos are described and depicted as follows:

1		Horizontal logos in gray and black, respectively, with a depiction of a cowboy riding a bucking bronco with a gold and/or black star to the right of the Cowboy's head, all placed to the left of the words "CITY of CLOVIS" in primarily capital letters.
		
2		Horizontal logos in gray and black, respectively, with a depiction of a cowboy riding a bucking bronco with a gold and/or black star to the right of the Cowboy's head, all placed to the upper right of the words "CITY of CLOVIS" in primarily capital letters.
		
3		Depiction of a cowboy riding a bucking bronco in gray and black, respectively, with a gold and/or black star to the right of the Cowboy's head.
		
4		Banner with the words "CITY of CLOVIS" in primarily capital letters, in gray and/or black with a solid line below the lettering.
		

5		Horizontal logos in gray and black, respectively, with a depiction of a cowboy riding a bucking bronco with a gold and/or black star to the right of the Cowboy's head, all centered above the words "CITY of CLOVIS" in primarily capital letters.
		

(c) The Old Town Clovis logos are described and depicted as follows:

1		A black and white picture of an old fashioned lamp post. To the right of the Logo, are the words "OLD TOWN CLOVIS"
2		Two concentric circles. The outer circle is black with white lettering "OLD TOWN" and BUSINESS ORGANIZATION. The inner circle is white with a black lantern depicted;
		Two concentric circles. The outer circle is red with tan lettering "OLD TOWN" and "BUSINESS DEVELOPMENT". The inner circle is tan with a black lantern depicted.

3		Two concentric circles. The outer circle is black with white lettering "OLD TOWN". The inner circle is white with a black lantern depicted; Two concentric circles. The outer circle is red with tan lettering "OLD TOWN". The inner circle is tan with a black lantern depicted.
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(d) The Loma Vista logos are described and depicted as follows:

1		White square outlined in black with an acorn overlay, with black lettering "LOMA VISTA"
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(e) The Heritage Grove Logos are described as follows:

1		Olive green depiction of tree with three separate trunks with olive green lettering beneath the tree that reads "HERITAGE GROVE"
2		Olive green depiction of tree with three separate trunks.
3		Banner with the words "HERITAGE GROVE" in olive green.

(f) The Landmark Commons logo are described and depicted as follows:

1		A dark green concentric circle maze with three distinct outlets and the lettering "LANDMARK COMMONS" beneath the maze.
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(g) The Clovis Fire Department logo is described and depicted as follows;

1		A black badge outlined in red with the words "CLOVIS FIRE DEPARTMENT" and "Service and Pride" containing a red and gold crest with the letters "F" "C" and "D"
2		A gold, blue, red and white badge with a gold eagle on top of the badge carrying a flag in its mouth that reads "SERVICE WITH PRIDE." The background of the badge contains a flag depiction. The following words are in gold banners overlaying the flag: "FIREFIGHTER," "CLOVIS FIRE DEPT CA," and "ESTABLISHED 1916." There is a smaller gold banner at the bottom of the badge.

(h) The Clovis Police Department logo is described and depicted as follows:

1		A shield which depicts the Sierra Mountains with snow, a tree line and a lake with the American Flag at the base of the shield. In the middle of the shield is a gold and blue (heptagram) 7 point star. In the middle of the star is the word "Eureka" and Christopher Columbus with the California bear and sailing ships. The words "CLOVIS POLICE" are in gold letters at the top of the shield and "GATEWAY TO THE SIERRA" above the mountain range.
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2		The same shield as described above, but with army green coloring throughout and black and white depictions and lettering.
3		A gold and blue (heptagram) 7 point star. In the middle of the star is the word "Eureka" and Christopher Columbus with the California bear and sailing ships.

(i) The City of Clovis Sierra Gateway Commerce District logo is described and depicted as follows:

1		A gray outline of the mountains with a gold outline of the sun. The words "CLOVIS SIERRA GATEWAY" appear in black and bold beneath the mountains and the words "COMMERCE DISTRICT" appearing in gray below "CLOVIS SIERRA GATEWAY."
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(j) The Miss Winkles Pet Adoption Center logo is described and depicted as follows:

1		A red oval outlined in gray with a depiction of a white dog at the top of the oval. The words "MISS WINKLES PET ADOPTION CENTER" and "CLOVIS" appear in white in the center of the oval.
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2.4.02 Use of City Seal and Logos.

(a) Use of Seal and Logos. Except as otherwise expressly provided herein, or by separate Resolution approved City Council, the City seal and logos, in any form whatsoever including any color variation thereof, shall only be used for the official business of the City of Clovis, its City Council, boards and commissions, officers or departments. Except as provided for in this Section, no person, other than the City of Clovis, shall reproduce, use, give away, sell, or distribute any seal or logo, or facsimile thereof, purporting to be or represented to be the City Seal or City Logo of the City of Clovis.

(b) Additional City Seal and Logos. The City Council retains the right to create variations of the City Seal and City Logos and to adopt and establish other official seals and logos by ordinance or resolution. Such variations may include, but are not limited to, centennial seal, or other seals which mark anniversaries, events, and/or any other city occasion the City Council wishes to commemorate.

(c) Custodian of City Seal and Logos, and other Council-adopted Seals and Logos. The City Clerk shall be the official custodian of the City Seal and Logos.

(d) Use of City Logos by Employee Organization. A recognized employee organization may use the City Logos, or facsimile thereof, on stationery and printed materials used in the scope of its representation of city employees and on articles of clothing intended for use by city employees.

(e) Promotional Use of City Logos by City. The City Manager or his/her designee is empowered to authorize the use of the City logos on items that are offered for sale by the City of Clovis for the purpose of promoting the City of Clovis. Prior to authorizing such use, the proposed user shall submit to the City Manager or his/her designee a plan describing the items that would bear the City logos. Such plan shall include the criteria used in determining the proposed items and an analysis of the marketability of each item. Only those items bearing the City Logos that have been authorized by the City Manager or his/her designee pursuant to this provision may be offered for sale by the City of Clovis.

(f) Third Party Use. The following groups may use City logos as authorized by the City Manager in writing and on such conditions as the City Manager may impose, including the revocation of use for noncompliance with written instructions and conditions.

1. Clovis Chamber of Commerce
2. Business Organization of Old Town Clovis
3. Clovis Unified School District
4. Clovis Community Hospital
5. Nonprofit Organizations Affiliated with the City of Clovis
6. California Health Sciences University
7. Businesses associated with specific area logos

The City council may amend this ordinance from time to time to add additional groups or supplement this list by Resolution.

2.4.03 Penalty.

(a) Penalty. Any person violating this chapter shall be subject to the provisions of Chapter 1.2 of Title 1 of the Municipal Code.

SECTION 4: EFFECTIVE DATE.

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

APPROVED:

Mayor

City Clerk

* * * *

The forgoing Ordinance was introduced at a regular meeting of the City Council held on _____, 2017, and was adopted at a regular meeting of said Council held on _____, 2017 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED _____, 2017

City Clerk

[00498610]

RESOLUTION 17-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
AUTHORIZING THE CITY MANAGER TO SERVICE MARK THE CITY SEAL
AND ALL CITY LOGOS AND TAKE SUCH OTHER ACTIONS DEEMED
NECESSARY TO PROTECT THE CITY SEAL AND ALL CITY LOGOS**

WHEREAS, the City of Clovis has a City Seal and multiple City Logos; and

WHEREAS, the City of Clovis desires to Service Mark the City Seal and City Logos with the California Secretary of State in order to protect the City's brands and integrity; and

WHEREAS, pursuant to the California Model State Trademark Law (California Business and Professions Code sections 14200-14272), "Service Mark" is defined as "...any word, name, symbol, or device, or any combination thereof, used by a person to identify and distinguish the services of that person, including unique service, from the services of others, and to indicate the source of the services, even if that source is unknown..."; and

WHEREAS, to obtain legal protection for the City Seal and Logos as currently depicted and described in Ordinance No. 17-__, the City has authority to submit the required Service Mark applications to the California Secretary of State. Basic information will be provided on the application form, including a description and drawing of the service mark, the manner in which the mark is to be used and the date the mark was first used; and

WHEREAS, Ordinance No. 17-__ allows for specific third party use of all city logos upon approval by the City Manager, or his or her designee.

NOW, THEREFORE, the City Council resolves as follows:

1. Adopts the foregoing recitals as true and correct.
2. Directs the City Manager, or his or her designee, to obtain Service Marks from the California Secretary of State for the City Seal and all City Logos whether currently established or future established.
3. Directs the City Manager, or his or her designee, to take all such other action the City Manager deems necessary to protect the City Seal and City Logos.
4. Directs the City Manager, or his or her designee, to review and approve third party requests for use of the City logos per Ordinance No. 17-__.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on the 2nd day of October, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: October 2, 2017

Mayor

City Clerk

APPENDIX E LINKS TO ALL CITY OF CLOVIS PLAN DOCUMENTS

City of Clovis General Plan

https://www.clovisca.gov/services/planning_development/planning/general_plan/index.php

City of Clovis Master Plans and Specific Plans

https://www.clovisca.gov/services/planning_development/planning/master_specific_plans.php

City of Clovis Design Guidelines and Standards

https://www.clovisca.gov/services/planning_development/planning/design_standards.php

City of Clovis Active Transportation Plan

https://www.clovisca.gov/services/planning_development/engineering/active_transportation_plan/index.php

City of Clovis Urban Greening Plan

https://www.clovisca.gov/services/planning_development/planning/urban_greening_plan.php

Shaw Avenue Corridor Pattern Book

<https://cms2.revize.com/revize/clovis/documents/Services/Planning%20Development/Planning/Shaw%20Avenue%20Corridor/Commercial-Corridor-Pattern-Book.pdf>

EXHIBIT B

CONSULTANT PROPOSAL

City of Clovis

Citywide Wayfinding Plan, Trails Resources Guide, and Design of Entryway Signage

September 23, 2025



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September 23, 2025

City of Clovis
Planning and Development Services – Engineering Division
c/o Tatiana Partain, Management Analyst
1033 Fifth Street
Clovis, CA 93612

Re: Citywide Wayfinding Plan, Trails Resource Guide and Design of Entryway Signage

Dear Ms. Partain,

Our team is pleased to respond to your RFP for this exciting project for the City of Clovis!

We believe you need a team with the depth and breadth that Graphic Solutions can offer to focus the right resources at the right time. Our team will commit our full resources and prioritize our schedules to best meet your needs.

We have successfully worked with our collaboration partner in this effort, KTUA, for cities and public agencies for many years.

KTUA has specialized experience in trails planning and design, and Graphic Solutions has demonstrated expertise in the design of wayfinding and gateway entry signs for over fifty years, and for scores of municipalities and downtowns throughout California and the Southwest.

We are recognized not only for award-winning design, but also for a pragmatic, results-oriented approach, with thorough knowledge of codes (MUTCD, CalTrans, etc.) and of up-to-date, sustainable fabrication methods and materials.

Detailed qualifications are included, along with references from satisfied clients. We encourage you to contact our references. They can attest to our commitment to support our clients’ needs in a responsive, thorough manner.

We have reviewed the RFQ in its entirety, including all addendums, understand its requirements, and are eager to get started, should our team be selected.

This proposal is valid for no less than 120 days, and all information contained is true and correct. Simon Andrews, Principal and Secretary of the Corporation, is the person with contractual responsibility for this project.

We look forward to the opportunity to create a comprehensive trail wayfinding plan, resource guide, and gateway entry signs for the City of Clovis!

I am authorized to negotiate and bond the company in agreements.

Yours truly,



Simon Andrews, Principal and Secretary of the Corporation

Project Understanding



PROJECT UNDERSTANDING

We understand the City of Clovis has multiple related needs:



For welcoming, iconic GATEWAYS, proudly reflecting Clovis’s unique brand and personality.



For a TRAILS RESOURCE GUIDE which consolidates existing documents into a practical, user-friendly reference for developing future trail segments, and includes a comprehensive and coherent signage program complementary to the City-wide program. (Currently, for example, trail ID, Adapt-A-Trail, etc. signs are all unrelated; signage identifying trails from crossing streets, etc. are generally not visible (non-existent, too small, or too subtle); trail rules, orientation, and interpretive information missing).



For a coherent, consistent, comprehensive trails WAYFINDING program, which addresses the needs of motorists, cyclists, pedestrians and transit riders (for example, including the beautiful new transit center which needs orientation and directional information both outside and inside the waiting area). A program which can be implemented over time, and which incorporates sustainable, economical production, and long-term durability.

PROJECT UNDERSTANDING



Simon Andrews conducts a meeting with stakeholders

For a robust, inclusive PUBLIC OUTREACH process in order to efficiently establish CONSENSUS for design solutions.

And we understand the City wishes to achieve these objectives within the given schedule (January – July 2026).

Working collaboratively as a team, GRAPHIC SOLUTIONS and KTUA have the professional experience and qualifications to achieve these objectives. Our two firms have worked together successfully for cities and public agencies for many years (currently, for example, we are developing signage programs for the Port of San Diego’s extensive parks and trails within its tidelands jurisdiction). For this project, Graphic Solutions will manage and oversee the whole project, leading the City Gateway and Wayfinding work, and KTUA will lead the Trails Resource work. Both firms have the staff and resources to achieve these objectives in a timely, efficient way.

Scope of Work and Work Plan

Task 1. Overall Project Management

At our kickoff with staff, we will confirm our project objectives, administrative procedures, including: communications, reports, meeting agendas and minutes, meeting schedules, presentation materials, and appropriate strategies for public outreach and engagement, and individual roles – then implement these throughout the project duration.

Deliverables:

- Project Correspondence
- Meeting Minutes
- Meeting Agendas

Task 2. Site Analysis and Field Inventory

Concurrent with our initial kickoff meeting with staff, we will begin our field inventory, mapping locations and conditions of all existing signage associated with trails in Clovis. At the same time, we study circulation patterns and facilities along key corridors and effecting trails: Old Town, parks, historical landmarks, and other public facilities. We especially note opportunities (and potential constraints) for optimizing connections and wayfinding for trail systems. We also create a list, and guidelines for listing destinations appropriate for including on Clovis’ trails wayfinding signs.

Deliverables:

- Summary report of field observations
- Plan for next steps based on findings
- Map of existing signage locations (GIS Shapefile format)

Task 3. Public Outreach and Engagement

In consultation with City staff, we will create a community engagement plan, appropriate for this project, its stakeholders, and required timelines – for comprehensive and inclusive public outreach for the entire Clovis community. Our experience has shown that different strategies work best for different stakeholder groups. We coordinate with staff to create, schedule, and participate in appropriate community engagement events, social media, interviews and surveys (in person and online).

Deliverables:

- Community Engagement Plan
- Materials for community/stakeholder meetings
- Agendas and meeting minutes
- Community Events/Workshops/Stakeholder meetings
- Online Engagement
- Summary of feedback and findings of outreach effort



Artemisa Zuazo performs a punch-list check

Task 4. Developing the Trails Wayfinding Strategy and Signage Hierarchy

We will create a conceptual plan identifying proposed signage types, sizes, and locations – with explanation of hierarchy of types vis-à-vis audiences, and considering code requirements (MUTCD, etc.). We create a robust ‘sketch pack’ of preliminary concept designs reflecting recommended treatments, and define signage categories (directional, identification, interpretive, regulatory, etc.), and their functions. We prepare a preliminary sign location plan, including recommendations and placement logic, and we include treatments for identifying existing, as well as newer, evolving neighborhoods and districts within the City (e.g., Old Town, Loma Vista, Heritage Grove, Landmark Commons, etc.). At this stage, to aid in evaluating design options, we prepare ballpark budgetary estimates for implementation. We will meet with City staff and the Project Development Team to present preliminary concepts, location plan and budgetary estimates, then we will revise and adjust our preliminary concepts based on comments, and forward revised, updated package to City staff for review and selection of preferred design style.

Deliverables:

- Wayfinding Strategy Document
- Signage hierarchy plan
- Recommended placement strategy (GIS Shape File)

Task 5. Design Standards and Prototypes

Based on approved concept designs and strategy established in Task 4, we can provide mockups of specific sign types for temporary installation - in order to review readability, as well as scale in the environment under different conditions (day, night, etc.). (We can also organize and provide costs for fabrication of prototypes of specific signs, utilizing actual final materials. Acceptable prototypes can then often be considered ‘first articles’ and installed on a permanent basis.) We then create a draft Design Standards Manual and construction specifications, including schematic sign location guidelines, typical messaging, control dimensions, call-outs for materials, finishes, typestyles, color specifications, elevations, side and top views, where appropriate. (Typically, specific sign locations, message schedule and copy layouts, camera-ready artwork, section views, engineering calculations are provided during subsequent implementation phases.) We prepare updated budgetary estimates for treated elements.

We then forward our Design Standards Manual draft, construction specifications, and budgetary estimates to City staff for review and comment. Based on staff input, we revise and refine Manual and specs and update estimates and combine all documents into a Signage Design Standards Manual.

Deliverables:

- Draft and Final Signage Design Standards Manual
- Renderings for all sign types (compliant with MUTCD standards)
- Material and fabrication specifications

Task 6. Entryway Signage Design and Guide

City entryways offer opportunities for iconic gateways, in various forms, to welcome visitors and reinforce the City’s unique brand and personality. Concurrent with Tasks 4 and 5, we create a sketch pack of preliminary concept designs reflecting potential treatments for cohesive City entryway signage. We prepare a preliminary sign location plan, as well as ballpark budget estimates, to aid in evaluating alternative design solutions. In a meeting with City staff and the Project Development Team, we will present and discuss design concepts, locational opportunities, and ballpark costs. Our presentations normally include simulations to aid in visualizing various solutions. Based on input, we then revise concept designs, create day/night renderings, as required, and forward to staff for final review and selection. Finally, we prepare a Design Development package, including schematic location plans, scaled drawings, material callouts, lighting and landscape recommendations, and updated cost estimates – and forward to staff for final review.

Deliverables:

- Map of proposed entryway feature locations, including sizing, orientation, and site conditions.
- Concept designs
- Renderings and visual simulations (day and night views) of proposed design options
- Materials and lighting recommendations
- Final Design Development Package

Task 7. Trails Resource Guide

Trails are crucial for healthy, active lifestyles, providing safe, off-street access to community destinations like schools and parks. This network encourages walking and biking, reducing reliance on cars. However, physical and signage disconnections hinder their potential, causing detours and confusion. To maximize trail utilization, these issues must be addressed. Consolidating all relevant municipal documents, city plans, policies, and historical data, into a single, accessible guide is essential. This comprehensive resource will provide a clear framework

SCOPE OF WORK AND WORK PLAN

for planners, designers, engineers, and stakeholders, ensuring cohesive planning, design, implementation, and maintenance of current and future trail projects.

An inventory of existing signage for condition, visibility, redundancy, and gaps will be developed as a desktop exercise using Google Street View. Inventory will be conducted on bikeways and trails, with emphasis within a quarter mile from schools, parks, civic facilities and key destinations. KTUA subscribes to Nearmap to provide the latest high resolution aerials to provide more accurate mapping for the existing wayfinding signage. This will provide a cost-effective way to conduct the inventory. When wayfinding signage exists, it will be mapped in GIS related to location and types of pedestrian signs. The wayfinding signage data collected will reference the MUTCD identification where applicable.

Upon approval of the signage hierarchy, recommended signage placement locations will be mapped in GIS. This data will include signage types such as directions, regulatory and other identifiers as needed.

KTUA will develop a comprehensive Trails Resource Guide, centralizing all trail-related information from the City’s approved master and specific plans, and other relevant documents. This guide will serve as an accessible reference for City staff, developers, and design professionals, aiding in the planning, design, and construction of new trail segments. Its purpose is to ensure consistent application of design elements across the entire trail system, encompassing areas within existing plan boundaries and undeveloped areas. The guide will specifically address trail and multi-use path facility types. Leveraging KTUA’s extensive experience in trail and multi-use path design in communities similar to Clovis, this guide will provide design guidelines that both educate and facilitate implementation. These guidelines will consider various elements, including but not limited to, those relevant to such designs:

- Lighting standards (type, placement, and specifications)
- Wayfinding and interpretive signage considerations (not to conflict with Task 4)
- Landscaping guidelines and plant palette recommendations
- Urban greening opportunities
- Placement and specifications for amenities such as trash receptacles, benches, bike racks, and drinking fountains
- Surface material recommendations for different trail types and contexts
- Accessibility considerations in compliance with ADA requirements
- Safety and visibility features for trail users
- Crime Prevention Through Environmental Design (CPTED) concepts

SCOPE OF WORK AND WORK PLAN

Identifying and addressing gaps in current guidance will be conducted for undeveloped trail areas by providing clear, implementable standards. For infrastructure gaps, such as physical trail network gaps, KTUA will develop guidance that references resources from AASHTO, FHWA, and NACTO to align with national best practices. This guidance will be compiled into an easily accessible Trail Resources Guide in Adobe InDesign, featuring diagrams, photos, and sample layouts where applicable. Consistency will be ensured by reviewing the City’s Active Transportation Plan and other relevant plans during the development of this guidance. A virtual meeting will be conducted to review the draft guide and address any comments. Upon completion of the Trail Resources Guide, the editable source files will be submitted to the City.

Deliverables:

- Consolidated Trail Standards Inventory
- Gap Analysis Report
- Draft Trails Resource Guide
- Review Workshop with City staff
- Final Trails Resource Guide
- Editable Source Files



Simon Andrews reviews full-scale mockups with stakeholders



Jordan Turkomani consults drawings on a site visit

Task 8. Implementation Plan

In consultation with City staff, we will draft a phased Implementation Plan for signage – based on priority of impact/need, budget considerations and available resources. We prepare updated cost estimates for fabrication and installation of each sign type, and recommend timelines for installation of various sign types, as well as recommendations for future integration and scalability. We forward our draft Implementation Plan to staff for review and comment, then revise and amend based on staff comments.

Deliverables:

- Phased implementation plan for signage
- Cost estimates for each sign type
- Recommendations for timeline for installation, future integration and scalability

Task 9. Final Deliverables and Presentation

In consultation with staff, we prepare a final presentation of Signage Design Manual, including proposed Implementation Plan and related project materials, and present in person to Planning Commission and to City Council. Presentation may incorporate simulations and visualizations and materials samples. Based on Council and staff direction, make final edits to Manual and Implementation Plan, and related files, and forward all to staff.

Deliverables:

- Planning Commission and City Council meeting presentation/PowerPoint
- Final Signage design manual (PDF and editable formats)
- Final implementation plan
- Working files to include design files for signs and GIS-Shapefiles for location recommendations

City of Clovis, California RFP Citywide Wayfinding Plan, Trails Resource Guide & Design of Entryway Signage	Project Schedule																											
	Jan 2026				Feb 2026				March 2026				April 2026				May 2026				June 2026				July 2026			
Task 1: Overall Project Management																												
Task 2: Site Analysis and Field Inventory																												
Task 3: Public Outreach and Engagement																												
Task 4: Develop Wayfinding Strategy and Signage Hierarchy																												
Task 5: Design Standards and Prototypes																												
Task 6: Entryway Signage Design and Guide																												
Task 7: Trails Resource Guide																												
Task 8: Implementation Plan																												
Task 9: Final Deliverables and Presentation																												

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COST PROPOSAL

City of Clovis, California RFP Citywide Wayfinding Plan, Trails Resource Guide & Design of Entryway Signage <u>Cost Proposal</u>	Graphic Solutions				KTUA				
	Simon Andrews Project Manager	Artemisa Zuazo Senior Designer	Jordan Turkomani Designer	Roberto Rodriguez Designer	Joe Punsalan Principal	Alex Samarin Associate / GIS Manager	Mariana Varano Senior Planner / Designer III	Isabel Perez Senior Planner / Designer I	Madelaine Pyshe Planner / Designer
	\$180	\$170	\$160	\$150	\$215	\$159	\$139	\$118	\$113

Task 1: Overall Project Management	\$180	\$170	\$160	\$150	\$215	\$159	\$139	\$118	\$113
	24	0	40	0	12	0	0	16	0
Deliverables: Project Correspondence Meeting Minutes Meeting Agendas	\$4,320	\$0	\$6,400	\$0	\$2,580	\$0	\$0	\$1,888	\$0
Total for Task 1 \$15,188									

Task 2: Site Analysis and Field Inventory	\$180	\$170	\$160	\$150	\$215	\$159	\$139	\$118	\$113
	24	0	60	0	2	4	0	0	18
Deliverables: Summary report of field observations Plan for next steps based on findings Map of existing signage locations (GIS Shapefile format)	\$4,320	\$0	\$9,600	\$0	\$430	\$636	\$0	\$0	\$2,034
Total for Task 2 \$17,020									

Task 3: Public Outreach and Engagement	\$180	\$170	\$160	\$150	\$215	\$159	\$139	\$118	\$113
	40	0	44	0	0	0	0	0	0
Deliverables: Community Engagement Plan Materials for community/stakeholder meetings Agendas and meeting minutes Community Events/Workshops/Stakeholder meetings Online Engagement Summary of feedback and findings of entire effort	\$7,200	\$0	\$7,040	\$0	\$0	\$0	\$0	\$0	\$0
Total for Task 3 \$14,240									

Task 4: Develop Wayfinding Strategy and Signage Hierarchy	\$180	\$170	\$160	\$150	\$215	\$159	\$139	\$118	\$113
	12	8	40	8	2	4	0	0	18
Deliverables: Wayfinding Strategy Document Signage hierarchy plan Recommended placement strategy (GIS Shape File)	\$2,160	\$1,360	\$6,400	\$1,200	\$430	\$636	\$0	\$0	\$2,034
Total for Task 4 \$14,220									

COST PROPOSAL

Task 5: Design Standards and Prototypes	\$180	\$170	\$160	\$150	\$215	\$159	\$139	\$118	\$113
	16	0	60	0	0	0	0	0	0
Deliverables: Draft and Final Signage Design Standards Manual Renderings for all sign types (compliant with MUTCD standards) Material and fabrication specifications Customization for sign types based on areas of town	\$2,880	\$0	\$9,600	\$0	\$0	\$0	\$0	\$0	\$0
Total for Task 5 \$12,480									

Task 6: Entryway Signage Design and Guide	\$180	\$170	\$160	\$150	\$215	\$159	\$139	\$118	\$113
	18	8	66	24	0	0	0	0	0
Deliverables: Map of proposed entryway feature locations, including sizing, orientation, and site conditions. Concept designs Renderings and visual simulations (day and night views) of proposed design option Materials and lighting recommendations Final Design Development Package	\$3,240	\$1,360	\$10,560	\$3,600	\$0	\$0	\$0	\$0	\$0
Total for Task 6 \$18,760									

Task 7: Trails Resource Guide	\$180	\$170	\$160	\$150	\$215	\$159	\$139	\$118	\$113
	12	0	44	0	8	0	28	106	18
Deliverables: Consolidated Trail Standards Inventory Gap Analysis Report Draft Trails Resource Guide Review Workshop with City staff Final Trails Resource Guide Editable Source Files	\$2,160	\$0	\$7,040	\$0	\$1,720	\$0	\$3,892	\$12,508	\$2,034
Total for Task 7 \$29,354									

Task 8: Implementation Plan	\$180	\$170	\$160	\$150	\$215	\$159	\$139	\$118	\$113
	8	0	13	0	0	0	0	0	0
Deliverables: Phased implementation plan for signage Cost estimates for each sign type Recommendations for timeline for installation, future integration and scalability	\$1,440	\$0	\$2,080	\$0	\$0	\$0	\$0	\$0	\$0
Total for Task 8 \$3,520									

Task 9: Final Deliverables and Presentation	\$180	\$170	\$160	\$150	\$215	\$159	\$139	\$118	\$113
	14	0	32	0	0	0	0	0	0
Deliverables: Planning Commission and City Council meeting presentation/PowerPoint Final Signage design manual (PDF and editable formats) Final implementation plan Working files to include design files for signs and GIS-Shapefiles for location recommendation	\$2,520	\$0	\$5,120	\$0	\$0	\$0	\$0	\$0	\$0
Total for Task 9 \$7,640									
TOTAL ESTIMATED FEES TASKS 1-9 \$132,422									

Experience





Graphic Solutions Case Study: Bakersfield AutoMall Gateway Signage

The City of Bakersfield envisioned a bold, welcoming landmark to identify and celebrate its AutoMall – previously without any defining entry feature. City staff initially considered a street-spanning sign, but after careful site studies, Graphic Solutions recommended a more cost-effective and visually striking alternative: a landscaped median designed to showcase a new gateway sign with optimal visibility.

To build consensus, we developed multiple concept designs which were presented to stakeholders and City Council. The selected design featured colors and type fonts that complemented the City’s existing palette and historic gateway, a digital message board for public announcements, and lighting to ensure maximum nighttime visibility.

With the concept finalized, we advanced to implementation through design intent drawings, construction specifications, and collaboration with

subconsultants. Structural engineers ensured safety and durability, and electrical engineers coordinated with local utilities to deliver reliable power – all while meeting critical deadlines.

Following installation, Graphic Solutions oversaw construction administration, from reviewing shop drawings and material samples to completing the final punch list.

Throughout the project, we adapted to challenges such as changes in City project management, demonstrating flexibility and strong coordination across departments. Ultimately, the Bakersfield AutoMall Gateway was completed on time, within budget, and now serves as a welcoming landmark for the community.

(See “References” section for contact information)



Bellflower Downtown Gateway

Graphic Solutions Case Study: Bellflower Gateway Sign

The City of Bellflower sought to create a bold entry statement for its vibrant downtown – a district that, while charming and centrally located, lacked clear identification. At the heart of the project site was a corner lot once used primarily for parking: functional, but otherwise anonymous and uninviting. Graphic Solutions was selected to reimagine this space and deliver a gateway landmark that would transform how residents and visitors experienced downtown Bellflower.

The design challenge was multifaceted. The gateway needed to be highly visible to heavy traffic at a bustling intersection, both day and night. It also needed to serve multiple purposes: identify downtown, provide a digital message board for community announcements, highlight a new supermarket at the rear of the property, and integrate historic sculptural elements. Additional considerations included transit stop seating, landscaping, and architectural lighting to create a welcoming atmosphere.

We began with a sketch pack of concept designs to explore style preferences and build consensus with City staff. Once a preferred direction emerged, our team – which included structural engineers and landscape architects (KTUA), advanced to detailed design intent drawings and construction specifications, providing a clear foundation for public bidding, fabrication, and installation.

The final gateway design, completed and illuminated for the first time in late 2024, transformed the site from an overlooked parking lot into a civic landmark. By blending function, visibility, and community identity, the Bellflower Gateway Sign now anchors downtown with a presence that is as practical as it is iconic.

(See “References” section for contact information)

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KTUA Case Study: Fresno Trail Design Guidelines

The City of Fresno has long invested in creating high-quality, shaded trails along major roadways by reserving wide right-of-way corridors for tree canopies and active transportation. While this approach has produced miles of well-used pathways, past trail design decisions were made on a project-by-project basis, without unified standards to guide implementation.

As Fresno expands its paved, off-street trail network, particularly in the urban core where redevelopment is underway, demand for clear and consistent design direction has grown. With strong support from both residents and elected officials, and with many new trails linked to private development, the City recognized the need for comprehensive guidelines that could ensure safety, accessibility, and a cohesive user experience.

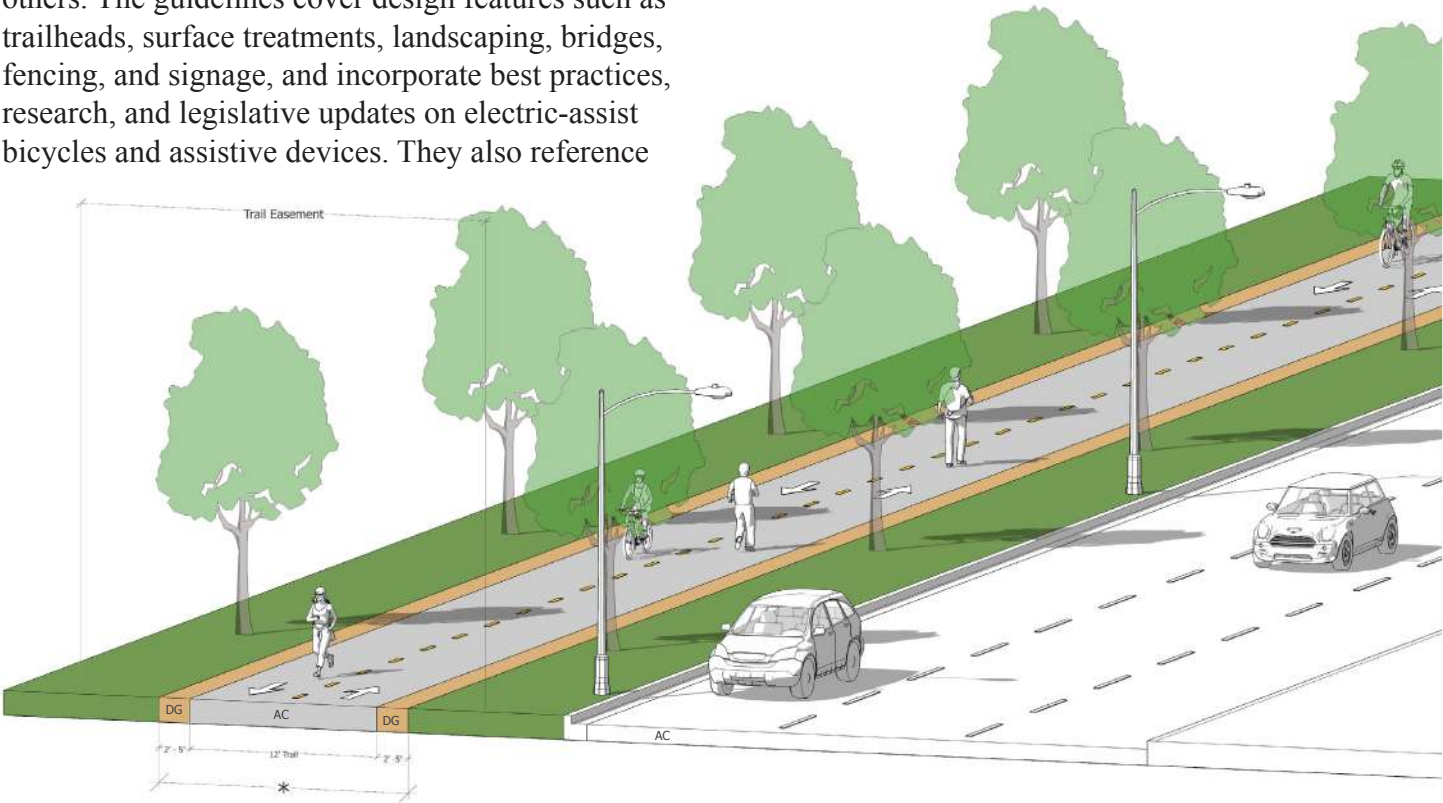
KTUA prepared these guidelines to integrate paved trails into Fresno’s transportation system for multiple users, including pedestrians, people with disabilities, joggers, cyclists, skaters, parents with strollers, and others. The guidelines cover design features such as trailheads, surface treatments, landscaping, bridges, fencing, and signage, and incorporate best practices, research, and legislative updates on electric-assist bicycles and assistive devices. They also reference

specific City standards, including trail cross-sections, and introduce new 3D CAD graphics to clarify design intent and dimensions.

Organized for both flexibility and consistency, the guidelines are formatted so each section can stand alone yet also build seamlessly on one another. This user-friendly structure ensures that staff, developers, and consultants can apply them efficiently, whether referencing a single detail or an entire chapter.

With these guidelines in place, Fresno now has a clear path forward to expand its trail system in a way that is safe, accessible, and connected—enhancing quality of life and supporting the City’s vision for a more active, sustainable future.

Reference:
Scott P. Sehm, PE
City of Fresno Dept. of Public Works
Engineering Division, Design Services
559-621-8712
Scott.Sehm@fresno.gov



*No signs, fences or aboveground utilities, pull boxes, vault lids, etc. within this zone



KTUA Case Study: Salinas Active Transportation Plan

The Salinas Active Transportation Plan was created to identify transportation needs and potential projects that will make walking and bicycling safe, reliable, connected, comfortable, and convenient for all users. The Active Transportation Plan is intended to act as a combined update of the Pedestrian Plan (2004), Bikeways Plan (2002), and the Safe Routes to School Plan (2021) and provide a strategy for city-wide sustainable transportation growth and opportunities to support connection and integration into the regional active transportation network.

The central focus of the plan is building consensus around priority projects that will enhance safety, close network gaps, and strengthen the City’s long-term commitment to active transportation. By establishing a shared vision, Salinas can continue advancing sustainable mobility while unlocking opportunities for outside funding and partnerships.

As part of the plan, KTUA developed a Trails Master Plan and Design Guideline to complement the citywide network. The trail master plan identified opportunities to expand and connect trails, creating a stronger backbone for walking and bicycling. The accompanying design guidelines provide a comprehensive framework for consistent implementation across the City – covering trail amenities, design features, and integration with surrounding land uses.

Together, the Active Transportation Plan, Trails Master Plan, and design guidelines give Salinas a powerful toolkit to pursue grants, prioritize investment, and deliver a cohesive, accessible network that supports residents, businesses, and the regional community alike.

Reference:
City of Salinas
Kimley-Horn (PRIME)
Amy Restelli
619-744-0143
Amy.Restelli@kimley-horn.com

Staff Resumes, Key Project Personnel



Simon Andrews

Simon Andrews has been a principal with Graphic Solutions since 1976. Simon’s responsibilities include problem-solving, design concepting, sign planning, and organizing and conducting stakeholder meetings and public workshops for developing consensus. He has directed numerous award-winning projects, and serves as principal-in-charge of most public projects.

Simon and his firm have developed strategies for discovering those visual elements which are unique to a project, then interpreting them graphically so they communicate an appropriate identity and serve as an effective brand.

PROJECT ROLE
Project Manager

EXPERIENCE
48 years

EDUCATION
A.B., Psychology,
San Francisco State
University

AFFILIATIONS
American Institute of
Graphic Arts

The Society for
Experiential Graphic
Design

The American Society
of Landscape Architects
(Affiliate) and member
National ASLA Parks
and Recreation Open
Committee

La Jolla Community
Planning Association
(past President)

East Village Association,
Downtown San Diego
(Board member, past
President)

The San Diego River Park
Foundation, Board member

CONTACT INFO
simon@graphicsolutions.com
p: (619) 239-1336

RELEVANT PROJECT EXPERIENCE

- Bakersfield, CA – Auto Mall Iconic Gateway
- Bell Gardens, CA – Branding, Gateways, District-Based Wayfinding Sign Programs
- Bellflower, CA – Downtown Gateway
- Cathedral City, CA – Comprehensive Citywide and Town Center Gateways and Wayfinding Program
- Chula Vista, CA – Historic Third Avenue Downtown Branding and Wayfinding Program
- Cortez District, San Diego, CA – Sculpture Gateway Monument
- Crescent City, CA – Wayfinding Program along CalTrans Right-Of-Way
- El Cajon, CA – Downtown Branding and Iconic Gateway Signage, Street Banner Program
- Escondido, CA – Maple Street Plaza Branding, Gateway Signage and Wayfinding
- Huntington Beach, CA – Branding, City Entry Signage, Downtown Wayfinding Program
- Imperial Beach, CA – Entry Monument Programs and Wayfinding Trails Interpretive Signage
- La Mesa, CA – Citywide Branding and Comprehensive Wayfinding
- Merced, CA – City Branding and Wayfinding Program
- National City, CA – Wayfinding Program (in association with KTUA)
- Newport Beach, CA – Balboa Village Gateway and Wayfinding Sign Program
- Oceanside, CA – “El Corazón” Park and Trails Sign Programs
- Pinole, CA – Branding and Comprehensive Sign Program
- Point Loma, CA – Neighborhood Entry Gateway
- San Diego, CA – “The Boulevard” El Cajon Boulevard Gateway Sign
- San Diego, CA – Downtown Cycle Track Wayfinding Program
- San Diego, CA – Vernal Pools Interpretive Trail
- Tehachapi, CA – Downtown Branding and Gateways, Wayfinding Sign Program
- Torrance, CA – Branding Entry Monuments, Wayfinding Signage Programs
- Windsor, CA – City Entry Monuments, Comprehensive Sign Program



Artemisa Zuazo

Artemisa is an essential part of the Graphic Solutions design team. Combining experience in graphic design and architecture, she takes a comprehensive, multidisciplinary approach to environmental graphic design. She has a particular acuity for conceptualizing the application of color to architectural spaces.

Her contributions to the design team include creating design concepts, sensitive and appropriate to their environments. Artemisa specializes in the design and development of wayfinding programs, project management, and construction administration.

Prior to joining the Graphic Solutions Team, Artemisa was on the staff of Neo Arquitectura, an architectural firm in Tijuana B.C. México.

PROJECT ROLE
Senior Designer

EXPERIENCE
36 years

EDUCATION
Bachelor of Architecture,
Universidad Iberoamericana,
B.C. México

Associates Degree,
Graphic Design,
Platt College

CONTACT INFO
artemisa@graphicsolutions.com
p: (619) 239-1336

RELEVANT PROJECT EXPERIENCE

- Bakersfield, CA –Auto Mall Gateway
- Bellflower, CA – Downtown Gateway Monument
- Cathedral City, CA – Comprehensive Citywide Gateways and Wayfinding Program
- Chula Vista, CA – Historic Third Avenue Downtown Branding, Gateways and Wayfinding Program
- Coronado, CA – Vehicular and Trails Wayfinding Programs
- Cortez District, San Diego, CA – Sculpture Gateway Monument
- Crescent City, CA – Wayfinding Program along CalTrans Right-Of-Way
- El Cajon, CA – Downtown Branding and Iconic Gateway Signage
- El Monte, CA – Comprehensive Branding and Citywide Signage Program
- Escondido, CA – Maple Street Plaza Branding, Gateway Signage and Wayfinding Program
- Imperial Beach, CA – Palm Avenue Gateway and Wayfinding Program, Trails Interpretive Signage
- Newport Beach, CA – Balboa Village Gateway and Wayfinding Sign Program
- Pinole, CA – Branding and Comprehensive Sign Program
- Point Loma, CA – Iconic Community Entry Gateway
- San Diego, CA – “The Boulevard” El Cajon Boulevard Gateway Sign
- San Diego, CA –Downtown Cycle Track Wayfinding Program
- Temecula, CA – Auto Mall Wayfinding Program
- Vista, CA – Citywide and Downtown District Wayfinding Programs



Jordan Turkomani

Jordan is a recent addition to the Graphic Solutions design team. Informed by her multidisciplinary background combining experience in architecture, interior design, and graphic design, Jordan takes a holistic and inventive approach to her work. Drawing from a wide range of creative influences, she specializes in concept design and also provides support for subsequent project phases.

RELEVANT PROJECT EXPERIENCE

- Jurupa Valley, CA – Comprehensive Citywide and District Corrodors, Gateways and Trails Wayfinding Program
- Patterson, CA – Historic Downtown Branding, Gateway and Wayfinding Program
- Santee, CA – “Town Center” Branding and Wayfinding Program for Multiple Districts
- Cuesta College, San Luis Obispo, CA – Design Development for interior and exterior signage. Includes building, entry, room, and parking identification; vehicular and pedestrian wayfinding
- San Diego, CA – Port of San Diego Wayfinding for Parks and Trails (in association with KTUA)

PROJECT ROLE
Designer

EXPERIENCE
4 years

EDUCATION
Bachelor of Science in Architecture,
University of Michigan

CONTACT INFO
jordan@graphicsolutions.com
p: (619) 239-1336



Roberto Rodriguez

Roberto has obtained his master’s degree from the New School of Architecture and Design. His diverse background in architecture, interior design, and design engineering makes him an asset to our team.

He contributes to the team by creating design concepts and construction documents and assisting team members with major deliverables. Recently, he has taken on the role of project manager for the City of Bellflower’s Senior and Teen Community Center project.

RELEVANT PROJECT EXPERIENCE

- Bellflower, CA – Senior and Teen Community Center branding and wayfinding for The city of Bellflower’s multigenerational community building. The project involves Concept Design, Design Development, and Construction Documents.
- Fulton Elementary School – Concept Design through Construction Documents for campus graphics and decorative murals
- Murrieta Creek Regional Trail, Lake Elsinore, CA – Concept Design and Design Development of Murrieta Creek Regional Trail signage for cyclists and pedestrians.
- Rolando Park Elementary School – Concept Design for interior and exterior signage, including building and room identification, pedestrian directory, and school spirit graphics.
- San Diego Civic Theater – Comprehensive Interior and Exterior Wayfinding Program

PROJECT ROLE
Designer

EXPERIENCE
3 years

EDUCATION
Master of Architecture,
NewSchool of Architecture
and Design San Diego

Bachelor of Science in
Architecture,
Texas Tech University

CONTACT INFO
roberto@graphicsolutions.com
p: (619) 239-1336



ktua Joe Punsalan

Joe is a principal and oversees KTUA’s parks and active transportation planning practice for clients throughout California. He’s been actively engaged in citywide park master plan projects and large-scale active transportation planning projects such as complete street plans and corridor studies, active transportation plans, vision zero, and first/last mile connectivity. He is responsible for scope development, data analysis, public engagement and facilitation of workshops, focus group and stakeholder meetings, report writing, grant writing and reporting, and staff and consultant team management. He has a background in GIS for mapping, research and analysis, and uses a simplified approach to displaying complex methodologies.

RELEVANT PROJECT EXPERIENCE

- Banning, CA – Banning Comprehensive Active Transportation Plan & Lynwood Safe Routes to School Plan
- Bell Gardens, CA – Branding, Gateways, District-Based Wayfinding Sign Program
- Bellflower, CA – City of Bellflower Parks and Recreation Master Plan
- Buena Park, CA – City of Buena Park Active Transportation Plan
- Colton, CA – City of Colton Active Transportation Plan
- Desert Hot Springs, CA – City of Desert Hot Springs Parks Master Plan
- Dunsmuir, CA – City of Dunsmuir Active Transportation Plan
- El Mirage, AZ – City of El Mirage Parks and Recreation Master Plan
- Fresno, CA – City of Fresno Trail Design Guidelines
- La Verne, CA – City of La Verne Parks and Recreation Master Plan
- Menifee, CA – City of Menifee Parks Maser Plan
- Mono County, CA – June Lake Active Transportation Plan
- Moreno Valley, CA – City of Moreno Valley Dracaea Avenue Neighborhood Greenway Corridor Study
- Moreno Valley, CA – City of Moreno Valley Parks, Community Services, & Trails Master Plan
- Salinas, CA – City of Salinas Active Transporation Plan
- San Jacinto, CA – Soboba Reservation Active Transportation Plan
- Santa Ana, CA – City of Santa Ana Safe Mobility Update (Santa Ana Vision Zero)
- Santa Barbara County, CA – County of Santa Barbara Santa Maria River Levee Trail Study
- Santa Fe Springs, CA – City of Santa Fe Springs Park, Recreation, and Community Services Master Plan
- SLO County, CA – Northern San Luis Obispo Salinas River Corridor Anza Trail Maser Plan
- Upland, CA – City of Upland Mobility Master Plan

PROJECT ROLE
Principal Transportation
Planner

EXPERIENCE
28 years

EDUCATION
B.A., Geography,
Sacramento State
University, CA

AFFILIATIONS
Association of Pedestrian
and Bicycle Professionals

California Parks and
Recreation Society

Rails to Trails Enhanced
Bicycle Facilities
Document Peer Review

Mira Mesa Planning
Group: Transportation, Past
Subcommittee Chair

CONTACT INFO
joe@ktua.com
p: (619) 294-4477 x127



PROJECT ROLE
GIS Technical Manager

EXPERIENCE
10 years

EDUCATION
M.A., Geography,
San Diego State University

B.A., Geography,
University of California,
Santa Barbara

CONTACT INFO
alex@ktua.com
p: (619) 294-4477 x120

ktua Alex Samarin

As an associate, Alex Samarin provides technical oversight for GIS workflows and guides GIS analysis for assessing the impact of planning projects. He has a broad range of experience applying GIS in utilities management, transportation planning, and environmental analysis. Alex is particularly passionate about projects that provide mutually-beneficial solutions to the human-environment relationship. He holds B.A. in Geography, (Geographic Information Systems, Minor, Environmental Law and Planning) from University of California, Santa Barbara, 2008. He also has an M.A. in Geography, (Natural Resource Management and Environmental Policy) from San Diego State University, 2015.His previous work spanned regional transportation modeling, regional habitat connectivity, and utility network mapping. He is a member of the Association of Environmental Professionals.

RELEVANT PROJECT EXPERIENCE

- Arroyo Grande, CA – City of Arroyo Grande Active Transportation Plan
- Banning, CA – Banning Comprehensive Active Transportation Plan & Lynwood Safe Routes to School Plan
- Banning, CA – Banning Comprehensive Active Transportation Plan & Lynwood Safe Routes to School Plan
- Big Pine, CA – Big Pine Pauite Clean Mobility Needs Assessment
- Corona, CA – City of Corona Trails Master Inventory
- Desert Hot Springs, CA – City of Desert Hot Springs Parks Master Plan
- Dunsmuir, CA – City of Dunsmuir Active Transportation Plan
- El Mirage, AZ – City of El Mirage Parks and Recreation Master Plan
- Hesperia, CA – City of Hesperia Parks Master Plan
- Isla Vista, CA – City of Isla Vista Community Mobility Plan
- Menifee, CA – City of Menifee Parks Master Plan
- Mono County, CA – June Lake Active Transportation Plan
- Montclair, CA – City of Montclair Parks Master Plan
- Monte Sereno, CA – City of Monte Sereno Bicycle and Pedestrian Master Plan
- Riverside County, CA – County of Riverside Off-Highway Vehicle (OHV), Phase 4
- Salinas, CA – City of Salinas Active Transportation Plan
- Santa Barbara County, CA – County of Santa Barbara Santa Ynez Trail Alignment Study
- Santa Fe Springs, CA – City of Santa Fe Springs Park, Recreation, and Community Services Master Plan
- Upland, CA – City of Upland Mobility Master Plan
- Whittier, CA – City of Whittier Parks Master Plan



PROJECT ROLE
Trail Planning & Outreach Specialist

EXPERIENCE
2 years

EDUCATION
B.A. Urban Studies and Planning, University of California San Diego

LEED Green Associate

CONTACT INFO
isabel@ktua.com
p: (619) 294-4477 x122

ktua Isabel Perez

Isabel Pérez joined the KTUA team as a Planner and Designer after earning her B.A. in Urban Studies and Planning from the University of California San Diego. Her technical skills include the Adobe Creative Suite, ArcGIS, AutoCAD, Lumion, Revit, and SketchUp – all of which she actively uses to create high-quality graphics, three-dimensional models, and renderings for a range of projects involving trails, active transportation, complete streets, and parks and recreation planning. Before joining KTUA she became a LEED Green Associate, held a Planning Intern position for a local urban planning and design firm, and helped develop the Sustainable Food Systems course for the Department of Urban Studies and Planning at UCSD.

RELEVANT PROJECT EXPERIENCE

- Apple Valley, CA – Town of Apple Valley Complete Streets Action Plan
- Bellflower, CA – City of Bellflower Parks and Recreation Master Plan
- El Centro, CA – City of El Centro Imperial Avenue Complete Streets Plan
- Gardena, CA – City of Gardena Vacant and Underutilized Lot Analysis and Park Concept Designs
- La Verne, CA – City of La Verne Parks and Recreation Master Plan
- Merced, CA – City of Merced Park, Recreation, and Open Space Master Plan
- Montebello, CA – City of Montebello First Last Mile Plan
- Rialto, CA – City of Rialto Safety Action Plan SS4A
- Salinas, CA – City of Salinas Active Transportation Plan
- Santa Fe Springs, CA – City of San Fe Springs Park, Recreation, and Community Services Master Plan
- Upland, CA – City of Upland Mobility Master Plan
- Whittier, CA – City of Whittier Parks Master Plan

Conflict of Interest Statement

Graphic Solutions does not have any financial, business, or other relationship with the City of Clovis that could have an impact on the outcome or the construction process. To the best of our knowledge, we do not have any current clients or relationships that have any financial interest in the outcome of the contract.

If Graphic Solutions becomes aware at any time during the course of the contract of any potential conflicts of interest, we will immediately disclose this information to the Project Manager. All sub-consultants will also be made aware of this requirement.

Acknowledgement of Agreement

Graphic Solutions has reviewed the Sample Consultant Agreement in full and does not have any issues or conflicts with the information contained herein.

References



Eric Loke
City Engineer
City of Newport Beach
eloke@newportbeachca.gov
949-644-3336

Navdip Grewal
Civil Engineer IV-Design Engineering
City of Bakersfield
ngrewal@bakersfieldcity.us
661-326-3361

Jim Dellalonga
Director of Economic Development
City of Bellflower
jdellalonga@bellflower.org
562-804-1424 x2224

Eric Wier
City Manager
City of Crescent City
ewier@crescentcity.org
707-464-7483

Daniel Kay
Vice President
Civic Communities
kay@civiccommunities.com
619-533-7159

Balboa Village Gateways and Wayfinding
“Wow, this was the best project ever!! All your hard work paid off with the Council’s unanimous approval. Went super smooth and tons of gratitude from everyone!!”

Bakersfield Automall Gateway Sign
“...thanks to Graphic Solutions our new Automall Gateway has exceeded expectations, and the City anticipates a handsome return on the investment in the future. I would not hesitate to recommend Simon and his team...”

Bellflower Gateway Signage, Bellflower “Town Center” Directional Signage
“Graphic Solutions Ltd.’s collaboration efforts with city staff ensured the projects met the aesthetics and character of the city and its downtown. Additionally, the staff at Graphic Solutions is creative, knowledgeable, easy to work with, and responsive to comments.”

Crescent City Wayfinding Sign Program
“I have worked with Graphic Solutions on Phase One and Two of the Crescent City Wayfinding Sign Program and have always been completely satisfied with their performance. They do an excellent job, are always punctual, and provide a quality product. I’m happy to recommend the services of Graphic Solutions.”

Downtown San Diego Cycle Track Wayfinding Program
“Simon Andrews and his team at Graphic Solutions provided a quality design and product that has been successful; in helping visitors and residents navigate the downtown community. Their services were completed in a professional manner both on-time and on-budget.”

Fernando Ulloa
City Manager
City of Patterson
fulloa@pattersonca.gov
209-895-8016

Beth Roach
Chair
Point Loma Association
beth@bethroach.com
619-300-0389

Isaac Etchamendy
Development Services Director
City of San Marcos
ietchamendy@san-marcos.net
760-744-1050

John Conley
City Manager
City of Vista
jconley@ci.vista.ca.us
760-643-5200

Patterson Wayfinding Program, Patterson Downtown Master Plan, Patterson Downtown Lighting
“[Graphic Solutions] had to work with two differing Council’s due to the election timing during the project. Not only did they come up with great solutions and options for both Council’s, but they were also able to maneuver both Councils very respectfully.”

Point Loma Community Gateway Sign
“Throughout the project, Graphic Solutions maintained close coordination with their design team and subconsultant engineers, resulting in a seamless integration of artistic vision and technical precisions. Their ability to manage multiple disciplines and keep all parties aligned ensured that the project advanced smoothly.”

San Marcos City-Wide Gateway and Wayfinding Sign Program, San Marcos Entry Monuments
“Throughout the project Graphic Solutions has been excellent to work with. The team at Graphic Solutions has been very helpful in providing expertise and guidance in developing our master plan to match our new branding. They have demonstrated flexibility and agility in balancing the needs of the many stakeholders involved. The deliverables provided have always been professional, well thought-out, and, most importantly, addressed the City’s needs.”

Vista Wayfinding Program, Vista Tasting Rooms Wayfinding Signage
“The Graphic Solutions team was with city staff every step of the way, from gathering community input to conceptual design to fabrication and installation, your team was an invaluable asset in getting this project done on time and on budget. I would highly recommend your services to any public agency interested in developing wayfinding signage or any community-oriented sign program.”

CITY OF CLOVIS, CALIFORNIA
RFP FOR CITYWIDE WAYFINDING PLAN, TRAILS
RESOURCE GUIDE AND DESIGN OF ENTRYWAY SIGNAGE
ADDENDUM NO. 1

NOTICE TO ALL

THIS ADDENDUM NO. 1 SHALL BE SIGNED, DATED, AND SUBMITTED WITH THE PROJECT PROPOSAL. The following corrections, modifications, and/or additions apply to the Contract Documents for the subject project, and alter the Contract Documents to the extent indicated below. All other provisions and conditions of the Contract Documents remain unchanged.

AMENDMENTS AND CLARIFICATIONS

- 1. We understand the City wants a city-wide survey of all signs throughout the City in Task 2, however does the City desire a comprehensive city-wide wayfinding signage plan or only a trails wayfinding signage plan?

RESPONSE: The City's expectation for this project is a Citywide Wayfinding Signage Plan for the trail system.
- 2. Task 9 Planning Commission Presentation and City Council Presentation - Is this one COMBINED meeting, or two separate meetings?

RESPONSE: These are two separate meetings held on different days. The first presentation would be to the City's Planning Commission and the second meeting would be a minimum of two weeks after to the Clovis City Council. Both meetings are held in the evening.
- 3. Submittal Content Item #12 Acknowledgement of Agreement - Can you please elaborate on what is expected for this item, and what agreement we are acknowledging? Is it the sample consultant agreement?

RESPONSE: The City expects all firms to review the agreement template provided in the RFP. Any questions or concerns should be included in the proposal. City staff, in consultation with the City Attorney, will review and determine if revisions can be accommodated prior to contract award.
- 4. For Task 2 please confirm, the sign mapping task is requesting a detailed inventory of every sign along the corridors and trails, and not a more general audit that reviews the general "types" of signs in these areas and their conditions?

RESPONSE: The City's expectation is the selected consultant will preform (or contract to perform) a detailed inventory of all current signage located along the trail system. This inventory will map out location, type of sign as well as condition of the sign.
- 5. We understand the City and Old Town have successful identities, should our scope of work include the development of a "Clovis Trail Network" logo or individual trail logos to compliment these existing identities?

RESPONSE: The City has several established "branded" areas. Our expectation is that those brands are incorporated into the signage within their respective areas. For trail segments located outside of these branded areas, we would like to explore the development of a consistent trail identity element that complements the existing City and Old Town identities.

- 6. Please confirm the citywide wayfinding portion is limited to the trails only and no "Community Wayfinding" (signs for autos on city streets) to visitor attractions (i.e Botanical Garden, Big Dry Creek Museum, etc.) is required?

RESPONSE: Correct, the task is for the trails only.
- 7. May a portfolio of work be submitted as separate Appendix, in addition to the 30 page limit. This will help show our depth of wayfinding experience and quality of work?

RESPONSE: A portfolio may not be submitted if it causes the proposal to exceed the 30-page limit. However, consultants selected for interviews may provide a small portfolio at that time.
- 8. Is there a not-to-exceed fee threshold or range you have established for the project? I only ask this because it will give us an understanding of the level of effort anticipated, and help us determine if we have to streamline our process, or if there may be opportunity for deeper design investigation for certain elements?

RESPONSE: No not-to-exceed threshold has been established. The selected consultant's cost proposal should reflect the level of effort they determine is necessary to complete the project.
- 9. Should structural, civil and electrical engineering be included for the entryway signs.

RESPONSE: No, formal engineering calculations are not required. This task should focus on conceptual design that considers existing site conditions. However, estimated costs to perform structural, civil, and electrical calculations should be included in the final cost estimate for the selected signage.


Thad Avery
CITY ENGINEER
Date September 16, 2025

SUBMITTER SHALL SIGN BELOW INDICATING HE/SHE HAS THOROUGHLY READ AND UNDERSTANDS THE CONTENTS OF THIS ADDENDUM NO. 1. Submitter shall submit a signed copy of this Addendum with his/her proposal. A project proposal without a signed Addendum will not be a cause for rejection of the bid; however, the Addendum must be signed and submitted by the consultant prior to award of the Contract.


CONSULTANT SIGNATURE
Date 16 Sept. 2025

END OF ADDENDUM NO. 1

Thank you!



EXHIBIT C

INSURANCE REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

AGENDA ITEM NO. 13.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cavignac 451 A Street, Suite 1800 San Diego CA 92101	CONTACT NAME: Certificate Department	
	PHONE (A/C, No, Ext): 619-744-0574	FAX (A/C, No): 619-234-8601
E-MAIL ADDRESS: certificates@cavignac.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Graphic Solutions Ltd. dba Fabrication Arts 1133 Broadway San Diego, CA 92101	INSURER A: Beazley Insurance Co	
	INSURER B: Travelers Casualty Ins Co	
	INSURER C: Travelers Property Casualty Company of America	
	INSURER D: ZNAT Insurance Company	
	INSURER E:	
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 784738397**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	6807R395019	1/8/2025	1/8/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 Deductible \$0
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	BA7R395787	1/8/2025	1/8/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$0			CUP8R545687	1/8/2025	1/8/2026	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	C070526716	1/1/2025	1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			V135BE251301	1/8/2025	1/8/2026	Ea Claim & Aggreg \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project - Citywide Wayfinding Plan, Trails Resource Guide and Design of Entryway Signage. Additional Insured coverage applies to General Liability and Automobile Liability for The City of Clovis, its officers, officials, employees, and volunteers per policy form. Primary coverage applies to General Liability and Automobile Liability per policy form. Waiver of subrogation applies to General Liability, Automobile Liability, and Workers Compensation per policy form. Excess/Umbrella policy follows form over underlying policies: General Liability, Auto Liability & Employers Liability (additional insured and waiver of subrogation apply when afforded on underlying policies). Professional Liability - Claims made form, defense costs included within limit.

CERTIFICATE HOLDER**CANCELLATION**

City of Clovis
1033 Fifth Street
Clovis, CA 93612

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BLANKET ADDITIONAL INSURED | H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT |
| B. EMPLOYEE HIRED AUTO | I. WAIVER OF DEDUCTIBLE – GLASS |
| C. EMPLOYEES AS INSURED | J. PERSONAL PROPERTY |
| D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | K. AIRBAGS |
| E. TRAILERS – INCREASED LOAD CAPACITY | L. AUTO LOAN LEASE GAP |
| F. HIRED AUTO PHYSICAL DAMAGE | M. BLANKET WAIVER OF SUBROGATION |
| G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | |

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

- The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

- The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- Any covered "auto" you lease, hire, rent or borrow; and
- Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph **C.1.** of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) \$50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph **C.1.b.** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS:

1. WHO IS AN INSURED (SECTION II) is amended to include as an insured any person or organization (called hereafter "additional insured") whom you have agreed in a written contract, executed prior to loss, to name as additional insured, but only with respect to liability arising out of "your work" or your ongoing operations for that additional insured performed by you or for you.
2. With respect to the insurance afforded to Additional Insureds the following conditions apply:
 - a. Limits of Insurance – The following limits of liability apply:
 1. The limits which you agreed to provide; or
 2. The limits shown on the declarations, whichever is less.
 - b. This insurance is excess over any valid and collectible insurance unless you have agreed
3. This insurance does not apply:
 - a. on any basis to any person or organization for whom you have purchased an Owners and Contractors Protective policy.
 - b. to "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 1. The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 2. Supervisory, inspection or engineering services.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract –
Excludes Coverage When Separate Liability Insurance Is In Effect)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- (3) Any "bodily injury" or "property damage" that occurs, or "personal injury" arising out of an offense committed, while any separate liability insurance that you have procured for that person or organization is in effect, regardless of whether the scope or limits of insurance in this Coverage Part exceed those of that separate liability insurance or whether that separate liability insurance is valid and collectible.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;

- (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (2) If a claim is made or "suit" is brought against the additional insured:
 - (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR SMALL BUSINESSES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Who Is An Insured – Unnamed Subsidiaries**
- B. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees And Co-Volunteer Workers**
- C. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies**
- D. Incidental Medical Malpractice**
- E. Blanket Waiver Of Subrogation**

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b.** Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a.** A limited liability company;

- b.** An organization other than a partnership, joint venture or limited liability company; or

- c.** A trust;

as indicated in its name or the documents that govern its structure.

B. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

C. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

- 1.** The following replaces the first sentence of Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if

there is no other similar insurance available to that organization.

2. The following replaces the last sentence of Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph b. of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or
- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the

scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

E. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**,

of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;
subsequent to the execution of the contract or agreement.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

TheZenith®**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us.

The additional premium for this endorsement shall be 2.00% of the California workers compensation premium otherwise due.

Minimum Premium: \$0

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2025
Insured FABRICATION ARTS
Policy No. C070526716
Policy Period 01/01/2025 To 01/01/2026
Issued On 12/03/2024

ZNAT INSURANCE COMPANY - 30414



CHIEF EXECUTIVE OFFICER

WC-99-04-25B
(Ed. 10-07)

At San Diego, CA

EXHIBIT D SIGNING AUTHORITY

STATEMENT of SIGNATURE AUTHORITY

As Principal and Secretary of the Corporation, I have full signing authority for Graphic Solutions.


Simon Andrews

Graphic Solutions Ltd
EIN: 95 3148035

Studio:
1133 Broadway
San Diego, CA 92101

Mail:
PO Box 122832
San Diego, CA 92112

O: 619-239-1336, ext 20
M: 619-208-7360

www.graphicsolutions.com

18 November 2025



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: December 15, 2025

SUBJECT: Public Utilities – Approval – Waive Formal Bidding Requirements and Authorize the Purchase of a Tymco Model 600 Street Sweeper through the HGAC Cooperative Purchasing Program in the Amount of \$537,388.42.

ATTACHMENTS: None.

RECOMMENDATION

For the City Council to waive formal bidding requirements and authorize the purchase of a Tymco model 600 street sweeper from Tymco, Inc. in the amount of \$537,388.42, including tax and freight.

EXECUTIVE SUMMARY

There are funds in this fiscal year's Fleet Renewal budget to purchase a Tymco model 600 street sweeper for the Public Utilities Department's Solid Waste Division. The existing equipment is scheduled to be replaced due to its age. The competitively bid contract price of \$537,388.42 is from Tymco, Inc. using the HGAC Purchasing Program. The new vehicle will meet all emissions requirements.

HGAC's Cooperative Purchasing Program, known as HGACBuy, was established pursuant to the Texas Interlocal Cooperation Act (Texas Local Government Code, Title 7, Chapter 791), which allows local governments and certain non-profits to make purchases or provide purchasing services and other administrative functions appropriately established by another government entity. The Interlocal Contract (ILC) is the required legal document that establishes a link between the member (local governments and certain non-profits) and HGACBuy, and gives the member access to HGACBuy contracts. HGAC has established Interlocal Contracts with thousands of members throughout Texas and across the United States. The City of Clovis is a member of HGACBuy.

BACKGROUND

The recommended equipment is available through the HGAC Cooperative Purchasing Program that allows manufacturers like Tymco 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 different divisions within 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 2025-2026 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 street sweeper has been in service for over 7 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's Solid Waste Division. The proposed method of purchasing the equipment is cost-effective and funds are available.

ACTIONS FOLLOWING APPROVAL

A purchase order will be prepared for the City Manager's approval and sent to the vendor.

CONFLICT OF INTEREST

None.

Prepared by: Jim Stringfield, Fleet Manager

Reviewed by: City Manager AS



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Police Department

DATE: December 15, 2025

SUBJECT: Police - Approval - Waive the City's formal bidding requirements and authorize the City Manager to enter into a three-year agreement with Peregrine Technologies allowing the purchase of technology software in the amount of \$136,100 per year.

ATTACHMENTS: 1. Peregrine Three-Year Agreement

RECOMMENDATION

For the City Council to approve the waiving of the City's formal bidding requirements and authorize the City Manager to enter into a three-year agreement for the sole-source purchase of Peregrine Technologies Public Safety Platform in the amount of \$136,100 per year (three-year term).

EXECUTIVE SUMMARY

Approval of the purchase will allow the Department to use a single system to integrate the following systems: Records Management Systems, Computer Aided Dispatch, Axon Body Worn Cameras, License Plate Readers, Genetec City Camera System, Verkada Camera system and Brinc Drone Systems. The integration of these systems allows the Department the capability of accessing and visualizing information in a rapid timeframe, thus increasing not only officer safety, but adding timesaving measures to the entire Department.

BACKGROUND

The Clovis Police Department is continually increasing their efforts to lead in the forefront of leveraging technology to enhance service quality, efficiency, and officer safety.

The Clovis Police Department is looking to increase the efficiency and effectiveness of not only the Real-Time Information Center (RTIC), but all of the Department with the use of Peregrine Technologies Public Safety Platform. This Platform will combine the systems of Records Management Systems, Computer Aided Dispatch, Axon Body Worn Cameras, License Plate Readers (LPR), Genetec City Camera System, Verkada Camera system and Brinc Drone Systems in a single source allowing Officers, Dispatchers, Analysts and Records staff the increased time savings of multiple to single logins, efficient searches, document compilation, keyword searches, automated reporting and geographic awareness.

The program will allow the RTIC to quickly search multiple systems for information along with seeing information from the City video systems, GIS systems, Drone systems and LPR systems in relation to each other.

The system will also help to combat the opioid crisis by including updates on opioid incidents, overdoses, fentanyl usage locations and encampment locations. Giving Dispatch and the RTIC an early warning system to advise officers of locations that have had previous opioid exposures. This program will also allow Investigators, Dispatch and Records staff to find time savings to be considerable and more efficient in completion of their tasks.

The ability to create dashboards and reports that are sent out on a schedule would save time and give both field supervisors and command staff the capability of greater insights into the areas of their responsibility. These insights will allow field officers and supervisors to better identify high-risk activity locations and will show the emerging trends in relation to the opioid usage in our City.

Purchase via sole source is based upon the characteristics of the Peregrine Technologies Public Safety Platform. Peregrine offers a service that has proprietary algorithms and ontology that is built specifically for Law Enforcement. The system also offers fully integrated search, map, link analysis, reporting and dashboarding allowing for data to be accessed without manual input. The dynamic ontology capability allows the system to establish connections and relationships between data elements with and across disparate systems that are otherwise likely to be missed. End-to-end security through Criminal Justice Information Services and California Department of Justice compliance is provided. Peregrine Technologies also is fully vendor-agnostic, allowing any data to be integrated from any current or future solution and allows any such solution to access data without limitation.

FISCAL IMPACT

Approval of this action will not have fiscal impact on the General Fund. The initial three years will be funded through Opioid Settlement Funds. To sustain the program beyond this period, alternative funding sources will be identified.

REASON FOR RECOMMENDATION

The Peregrine Technologies software capabilities will enable the Department through the RTIC and Dispatch to take a proactive approach in crime in our City, especially in opioid usage and overdoses. Peregrine will not only support the RTIC but will be available to all members of the Department, allowing each one to have a more efficient outcome of their work product.

ACTIONS FOLLOWING APPROVAL

The City Manager will execute the agreement with Peregrine Technologies and move forward with the purchase agreement.

CONFLICT OF INTEREST

None.

Prepared by: Calli Biaggi, Crime Analysis Supervisor

Reviewed by: City Manager *AA*

PEREGRINE CUSTOMER ORDER FORM & SCOPE OF SERVICES

Customer Information	
Customer Name: City of Clovis Police Department	Contact: Curt Fleming, Chief
Address: 1233 Fifth Street, Clovis, CA, 93612	Phone: (559) 324-2800
Email: callib@clovisca.gov	Fax: N/A

Peregrine Services
Effective Date: January 1, 2026
Initial Term: From the Effective Date through December 31, 2029 (" <u>Initial Term</u> ").
Service Fee: The following fee schedule is available to the Customer if Order Form is signed on or before December 31, 2025. Unless otherwise terminated as set forth in the Terms and Conditions, Customer shall pay Peregrine a service fee of \$136,100 annually for the Term as follows: a. \$123,900 within 30 days of the Effective Date b. \$123,900 within 30 days of January 1, 2027 c. \$123,900 within 30 days of January 1, 2028
Users: Customer may allow an unlimited number of employees of the Clovis Police Department to access and use the Service.
Onboarding and Training Services: Peregrine will provide Customer with an introductory training session that provides an overview of the Service, background on accessible data sources as of the Effective Date and an introduction to the analytic capabilities of the Service. Peregrine will provide additional training, including refresher sessions and advanced training modules, from time to time upon mutual agreement of the parties.
Professional Services: The initial Customer Data sources and systems that Peregrine will integrate with the Service for Customer are: Tyler Tech CAD; Tyler Tech RMS; Axon BWC; Vigilant ALPR; Verkada PTZ Cameras; and Genetec Cameras. The fee schedule above includes support for up to 75 million annual LPR reads and a 30-day retention of LPR detections. The Customer is responsible for any third-party API or data access fees. Any additional data integrations or new functionality shall be subject to mutual written agreement of the parties, including with respect to fees. All additional data integration services or new functionality and corresponding fees will be set forth in a statement of work. For clarity, Peregrine will provide any other Professional Services and additional data integration services in accordance with Section 2.2 of the Terms and Conditions.

Optional Services: Customer has the option to add data integrations with the following source, if and when a viable API becomes available for BRINC drones, for the corresponding additional annualized fee:

- **BRINC drones**
 - January 1, 2026 – December 31, 2026: \$12,800
 - January 1, 2027 – December 31, 2027: \$12,800
 - January 1, 2028 – December 31, 2028: \$12,800

Peregrine services are provided subject to the terms set forth above on this Order Form together with the attached terms and conditions (the “**Terms and Conditions**,” and together with this Order Form, the “**Agreement**”). Any capitalized term used in this Order Form but not defined herein shall have the meaning ascribed to it in the Terms and Conditions. By signing this Order Form, Peregrine and Customer each agree to the terms and conditions set forth in this Agreement. In the event of any conflict between this Order Form and the Terms and Conditions, the terms of this Order Form shall govern to the extent of such conflict. This Order Form may be executed in counterparts (which may be delivered by electronic mail of .pdf files), each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument.

Peregrine

By: _____

 Name: Nicholas Noone

 Title: President & CEO

Date Signed: _____

Customer

By: _____

 Name: Andrew Haussler

 Title: City Manager

Date Signed: _____

Attest: _____

Name: _____

Peregrine Customer Terms and Conditions

These Peregrine Customer Terms and Conditions govern the provision of the services described on the attached Order Form (“**Order Form**”) by Peregrine Technologies, Inc. (“**Peregrine**”) to the Clovis Police Department (“**Customer**”). By executing an Order Form with Peregrine, Customer agrees to be bound by these Terms and Conditions.

1. Definitions.

“**Aggregated Data**” has the meaning specified in Section 6.1.

“**CJIS Security Policy**” means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer, currently located at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.

“**Client-Side Software**” means any software in source or object code form that Peregrine makes available for use in connection with the Service, including Peregrine’s mobile application(s).

“**Criminal Justice Information Services Division**” or “**CJIS**” means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant criminal justice information to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment and licensing agencies.

“**Customer Data**” means any of Customer’s data, information, documents or electronic files that are provided to Peregrine via the Service or otherwise in connection with this Agreement, including any databases Customer procures from third party vendors for Peregrine’s integration with the Service; provided that, for purposes of clarity, Customer Data as defined herein does not include Aggregated Data.

“**Documentation**” means the materials supplied by Peregrine hereunder, in any media, including any and all installer’s, operator’s and user’s manuals, training materials, guides, functional or technical specifications or other materials for use in conjunction with the Service.

“**Personal Information**” means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered “personal data”, “personally identifiable information”, or something similar under applicable laws, rules, or regulations relating to data privacy.

“**Professional Services**” has the meaning specified in Section 2.2.

“**Service**” means Peregrine’s proprietary platform that assists Users with criminal investigations and police leadership decision making, consisting of a hosted web-based interface and the Client-Side Software. For purposes of this Agreement, the Service is exclusive of Professional Services that may be rendered upon mutual agreement of the parties in accordance with Section 2.2.

“**SOW**” has the meaning specified in Section 2.2.

“**Third Party Data**” means any third party databases that Peregrine licenses from third party vendors and makes accessible via the Service. For clarity, Third Party Data does not include any Customer Data.

“**Third Party Products**” means any third-party products provided with, integrated with, or incorporated into the Service, including Third Party Data.

“**Users**” means the individuals authorized by Customer to use the Service in accordance with the terms in the Order Form (including number and type of individuals who may access the Service) and that have been supplied user identifications and passwords by Peregrine.

2. Provision of the Service and Additional Services.

2.1. Service. During the Term and subject to the terms and conditions of this Agreement, including payment of the fees set forth on the Order Form, Customer may: (a) access and use the Service for up to the number of Users set forth in the Order Form, (b) download and reproduce the applicable Documentation solely for internal use in association with the Service, and (c) download, install, and use any Client-Side Software in support of Customer’s

use of the Service, in each case on a nonexclusive, non-transferable, and non-sublicensable basis and solely for Customer's internal business purposes. Peregrine shall provide Customer with authentication credentials for individual Users upon written request from authorized personnel of Customer, (ii) onboarding and training services as set forth in the Order Form ("**Onboarding and Training Services**"), and (iii) telephone and standard technical support to Customer during normal business hours ("**Technical Support**"). Except as set forth herein, Peregrine shall, at its sole cost and expense, provide all facilities and equipment that may be necessary for Peregrine to perform the Services.

2.2. Professional Services. Except as set forth in the Order Form, in the event that Customer requests that Peregrine perform data integration, configuration or implementation services regarding the Service, including integration of Customer Data or Third Party Data and creation of specific modifications to the Service (but excluding any Onboarding and Training Services), Peregrine will discuss the scope and fees for such services and, if agreed, such work will be performed pursuant to a statement of work executed by the parties and referencing this Agreement that describe such scope and fees (an "**SOW**," and such services, the "**Professional Services**"). Any fees associated with the Professional Services shall be set forth in the applicable SOW and Customer shall pay such fees in accordance with Section 4.2 below. To the extent the Professional Services result in any software code or other tangible work product ("**Work Product**"), all such Work Product will remain owned solely and exclusively by Peregrine and may be used by Customer solely in connection with Customer's authorized use of the Service under this Agreement. Customer shall permit Peregrine access to Customer's offices and any other facilities necessary for Peregrine to provide the Professional Services.

2.3. Access and Policies. Customer will permit Peregrine access to Customer's offices and any other facilities necessary for Peregrine to provide the Service, Onboarding and Training Services, Technical Support, and any Professional Services. Peregrine agrees to, and cause its personnel to, abide by Customer's facilities access and use policies as provided by Customer to Peregrine in writing in advance of any on-site visits. Customer will also permit and enable Peregrine to have offsite access to Customer Data and the Customer's production platform for the Service in order to provide the Service, Technical Support and Professional Services. Peregrine agrees to comply with the CJIS Security Policy in connection with its access to Customer Data, including CJIS-defined policies for remote access.

2.4. Compliance with Applicable Laws. Each party and its agents shall comply with all laws applicable to the performance or receipt, as applicable, of the Service hereunder.

2.5. Licenses and Permits. Peregrine and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Peregrine and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from Customer as required by law.

2.6. Nondiscrimination and Equal Opportunity. Peregrine shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Peregrine under this Agreement. Peregrine shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Peregrine thereby.

2.7. Suspension. Notwithstanding anything to the contrary in this Agreement, Peregrine may temporarily suspend Customer's and any User's access to any portion or all of the Service if: (a) Peregrine reasonably determines that (i) there is a threat or attack on the Service; (ii) Customer's or any User's use of the Service disrupts or poses a security risk to the Service or to any other customer or vendor of Peregrine; (iii) Customer, or any User, is using the Service for fraudulent or illegal activities; (iv) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (v) Peregrine's

provision of the Service to Customer or any User is prohibited by applicable law; or (vi) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an User through the Service may infringe or otherwise violate any third party's intellectual property or other rights; (b) any vendor of Peregrine has suspended or terminated Peregrine's access to or use of any Third Party Products required to enable Customer to access the Service; or (c) if Customer fails to pay any undisputed fees when due (any such suspension described in subclauses (a), (b), or (c), a "**Service Suspension**"). Peregrine shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Service following any Service Suspension. Peregrine shall use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Peregrine will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any User may incur as a result of a Service Suspension.

2.8. Third Party Products. Peregrine may from time to time make Third Party Products available to Customer or Peregrine may allow for certain Third Party Products to be integrated with the Service. For purposes of this Agreement, such Third Party Products are subject to their own terms and conditions. Peregrine is not responsible for the operation of any Third Party Products and makes no representations or warranties of any kind with respect to Third Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third Party Products, then Customer should not install or use such Third Party Products. By authorizing Peregrine to transmit Customer Data from Third Party Products into the Service, Customer represents and warrants to Peregrine that it has all right, power, and authority to provide such authorization.

2.9. Open Source Components. Certain aspects of the Service, such as the Client-Side Software, may contain or be distributed with open source software code or libraries ("**Open Source Components**"). Peregrine will provide a list of Open Source Components for a particular version of any distributed portion of the Service, such as the Client-Side Software, on Customer's request. To the extent required by the license applicable to such Open Source Components: (a) Peregrine will use reasonable efforts to deliver to Customer any notices or other materials (such as source code); and (b) the terms of such licenses will apply to such Open Source Components in lieu of the terms of this Agreement. To the extent the terms of such licenses prohibit any of the restrictions in this Agreement with respect to any particular Open Source Component, such restrictions will not apply to such Open Source Component. To the extent the terms of such licenses require Peregrine to make an offer to provide source code or related information in connection with the Open Source Component, such offer is hereby made. For purposes of clarity, Open Source Components are Third Party Products.

3. Customer Responsibilities.

3.1. Generally. Customer is responsible for all activities that occur under User accounts. Customer also shall: (a) ensure it has all rights necessary for Peregrine to integrate the Customer Data with the Service; (b) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (c) prevent unauthorized access to, or use of, the Service, and notify Peregrine immediately of any unauthorized access or use; (d) ensure each User has its own unique account on the Service and that Users do not share their account credentials with one another or any third party; and (e) comply with all applicable laws in using the Service. Customer agrees to provide its Users with the applications necessary to run the Service as set forth in the Documentation.

3.2. Use Restrictions. Customer shall not use the Service for any purposes beyond the scope of access granted under this Agreement. Without limiting the generality of the foregoing, Customer shall not, and shall ensure Users do not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party; (b) send spam or otherwise duplicative or unsolicited messages via the Service; (c) send or store infringing or unlawful material; (d) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (e) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (f) attempt to gain unauthorized access to the Service or its related systems or networks; (g) copy, modify, or create derivative works based upon the Service or any component thereof; (h) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service or any component thereof; (i) use the Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property or other right of any third party or that violates any applicable law; (j)

access or use the Service for purposes of competitive analysis of Peregrine or the Service, the development, provision, or use of a competing service or product, or any other purpose that is to Peregrine's detriment or commercial disadvantage; or (k) input, upload, transmit, or otherwise provide to or through the Service any information or materials, including Customer Data, that are unlawful or injurious in any way

3.3. CJIS Requirements. Customer certifies that it and its Users will comply with the following CJIS requirements: (a) Customer agrees to use training, policy and procedures to ensure Users use proper handling, processing, storing and communication protocols for Customer Data and any Third Party Data; (b) Customer agrees to protect the Service and any Third Party Data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance and the support roles assigned; (c) Customer will only provide access to the Service and any Third Party Data through Customer-managed role-based access and applied sharing rules configured by Customer; (d) Customer agrees to create and retain activity transaction logs to enable auditing by Peregrine staff, CJIS and any Third Party Data owners; (e) Customer agrees to perform independent employment background screening for its staff at Customer's own expense; and (f) Customer agrees to reinforce staff policies for creating User accounts with only one Customer domain email address for each User, with exceptions only as granted in writing by Peregrine.

3.4. Operation Restrictions. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a laptop, mobile device or other touch screen and any of their applications. Customer agrees that the Users will be instructed to only utilize the interface for the Service at times when it is safe to do so. Peregrine is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

3.5. Customer Logo. Peregrine may use Customer's name and logo in Peregrine's lists of customers provided that such use will comply with any standard trademark guidelines provided by Customer to Peregrine.

3.6. Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Peregrine by mail, email, telephone, or otherwise, suggesting or recommending changes to the Service, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Peregrine is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback.

4. Fees & Payment.

4.1. Fees. Customer shall pay the fees for the Service as specified in the Order Form and in any SOWs. All fees are non-refundable except to the extent otherwise expressly set forth in this Agreement.

4.2. Payment Terms. Except as set forth on the Order Form, Customer shall pay all fees within thirty (30) days of Peregrine issuing an invoice.

4.3. Taxes. Peregrine's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("**Taxes**"). Customer is responsible for paying all Taxes, excluding only taxes based on Peregrine's income. If Peregrine has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Peregrine with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Proprietary Rights. The "**Peregrine Technology**" means (a) the Peregrine name, the Peregrine logo, and other trademarks and service marks; (b) audio and visual information, documents, software and other works of authorship, including training materials; (c) other technology included in the Service, including Client-Side Software, graphical user interfaces, workflows, products, processes, algorithms, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information provided by Peregrine under this Agreement; and (d) the work product or other results of Professional Services. Peregrine owns and shall retain all rights in the Peregrine Technology. Other than as expressly set forth in Section 2.1 above, no license or other rights in or to the Peregrine Technology or related intellectual property rights are granted to Customer or Users, and all such licenses and rights are hereby expressly reserved to Peregrine. For clarity, "**Peregrine Technology**" does not include Customer Data.

6. Data Access, Sharing and Security.

6.1. Customer Data. Peregrine may access, reproduce, and use Customer Data to provide the Service, including to provide Technical Support, Onboarding and Training Services and any Professional Services. Customer agrees that Peregrine may generate technical logs, data and insights about Customer's usage of the Service (e.g., frequency of logins) ("**Peregrine Insights**") and may use the Customer Data in aggregated and anonymized form that does not individually identify any person or entity, including Customer or its Users ("**Aggregated Data**") for Peregrine's internal business purposes and to operate and improve Peregrine's proprietary software and services, and that Peregrine shall own the Peregrine Insights and the Aggregated Data. Peregrine shall destroy Peregrine Insights and Aggregated Data on termination of this Agreement. Peregrine may choose to terminate the provision of any Customer Data via the Service if the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

6.2. CJIS Security Policy. Peregrine has implemented procedures to allow for adherence to the CJIS Security Policy. The hosting facility for the Service uses access control technologies that meet or exceed CJIS requirements. In addition, Peregrine has installed and configured solid network intrusion prevention appliances for adherence to the CJIS Security Policy.

6.3. Third Party Data. Any Third Party Data that Peregrine may provide via the Service is governed by the third party owner's retention policy. Peregrine does not provide any warranties with respect to any Third Party Data and Peregrine may choose to terminate the provision of any Third Party Data via the Service if Peregrine's applicable rights to such Third Party Data terminate or the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

6.4. Processing of Personal Information. Peregrine's rights and obligations with respect to Personal information it collects directly from individuals are set forth in Peregrine's Privacy Policy <<https://peregrine.io/privacy-policy/>>. Personal Information included within Customer Data and processed by Peregrine on behalf of Customer is governed by this Agreement.

6.5. Sensitive Information; Marking Requirements. To the extent Customer provides Customer Data that Customer considers to be sensitive, proprietary, restricted, or otherwise requiring sensitive treatment ("**Sensitive Information**"), Customer is solely responsible for providing appropriate markings to designate the applicable Customer Data as Sensitive Information. Customer shall provide Peregrine with documentation and/or instructions in writing with sufficient detail for Peregrine to identify and distinguish content that is Sensitive Information within other provided Customer Data. Customer shall (a) mark Sensitive Information on its face, (b) make the appropriate designations for Sensitive Information in document metadata, (c) provide Peregrine with a table or other list of Sensitive Information that contains sufficient detail to identify the Sensitive Information; or (d) identify Sensitive Information to Peregrine in some other mutually agreed upon method. Peregrine shall not be responsible for failure to designate Sensitive Information with specific access control status based on Customer failure to provide sufficient information to identify Sensitive Information.

7. Confidentiality.

7.1. Definition of Confidential Information. The term "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including Customer Data, any Third Party Data, the Service, the Documentation, the Peregrine Technology, business and marketing plans, technology and technical information, product designs, and business processes.

7.2. Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party except to perform its obligations or exercise its rights under this Agreement, except with the Disclosing Party's prior written permission on a case-by-case basis. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event with less than reasonable care. If the Receiving Party is compelled by law or a government authority to disclose Confidential Information of the Disclosing Party, it shall

provide the Disclosing Party with prior notice of such compelled disclosure (to the extent practicable and legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

7.3. Exceptions. The parties' obligations in Section 7.2 shall not apply to any information that: (a) is or becomes publicly available without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (d) is received from a third party without breach of any obligation owed to the Disclosing Party.

7.4. Public Records Acts. Peregrine acknowledges that Customer is a public entity and may be governed by applicable laws, rules, or regulations relating to public records (each a "**Public Records Act**"). Nothing in this Section 7 shall prevent Customer from disclosing Confidential Information for purposes of complying with an applicable Public Records Act to the extent legally required.

7.5. Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 7, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that such unauthorized disclosure or use may cause irreparable harm to the Disclosing Party for which any other available remedies are inadequate.

8. Warranties & Disclaimers.

8.1. Warranties. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Peregrine represents and warrants that (i) it will provide the Service in a professional manner consistent with the standards observed by a competent practitioner of the profession in which Peregrine is engaged, and (ii) the Service will perform in accordance with and otherwise substantially conform to its associated documentation.

8.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1, PEREGRINE MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICE, THE PEREGRINE TECHNOLOGY, ANY THIRD PARTY DATA AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT. PEREGRINE HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. Indemnification.

9.1. Indemnification by Peregrine. Peregrine shall at its expense defend Customer and its officers, directors, officials, agents, volunteers and employees ("**Customer Indemnified Parties**") against any claim made or brought against any Customer Indemnified Party by a third party alleging that the Service as provided to Customer and when used in accordance with this Agreement infringes any intellectual property rights of a third party (each, a "**Customer Claim**"), and shall indemnify and hold Customer Indemnified Parties harmless from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, awarded by a court or agreed to by Peregrine in a settlement with respect to such Customer Claim; provided, that Customer (a) promptly gives written notice of the Customer Claim to Peregrine; (b) gives Peregrine sole control of the defense and settlement of the Customer Claim (provided that Peregrine may not agree to any settlement that imposes any liability or obligation on Customer without Customer's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed); and (c) provides to Peregrine, at Peregrine's cost, all reasonable assistance in the defense and settlement of the Customer Claim. Peregrine shall have no obligation under this Section 9.1 or otherwise regarding claims that arise from or relate to (i) Customer's use of the Service other than as contemplated by this Agreement, (ii) any modifications to the Service made by any entity other than Peregrine (where the liability would not have arisen but for such modification), (iii) any combination of the Service with services or technologies not provided by Peregrine (where the liability would not have arisen but for such combination), (iv) Customer's use of the Service or portion thereof after Peregrine has terminated this Agreement or such portion of the Service in accordance with this Section 9.1, or (v) Third Party Products. If in Peregrine's opinion a Customer Claim is likely to be made, or if an existing Customer Claim may cause Peregrine liability, Peregrine may in its discretion (x) obtain a license to enable Customer

to continue to use the potentially infringing portion of the Service, (y) modify the Service to avoid the potential infringement, or (z) if the foregoing cannot be achieved after using reasonable commercial efforts, terminate the Agreement or the license to the infringing portion of the Service and refund the amount of any pre-paid fees applicable to the portion of the terminated Services to be provided after the termination date.

9.2. Indemnification by Customer. To the extent permitted by applicable law, Customer shall at its expense defend Peregrine and its officers, directors, officials, agents, volunteers and employees (“**Peregrine Indemnified Parties**”) against any claim made or brought against any Peregrine Indemnified Party by a third party based on: (a) Customer’s or any User’s negligence, gross negligence, fraud, or willful misconduct; (b) Customer’s or any User’s use of the Service in a manner not authorized by this Agreement; or (c) Customer Data or Peregrine’s authorized use of such Customer Data (each, a “**Peregrine Claim**”), and shall indemnify and hold Peregrine Indemnified Parties harmless from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney’s fees, awarded by a court or agreed to by Customer in a settlement with respect to such Peregrine Claim; provided, that Peregrine (i) promptly gives written notice of the Peregrine Claim to Customer; (ii) gives Customer sole control of the defense and settlement of the Peregrine Claim (provided that Customer may not agree to any settlement that imposes any liability or obligation on Peregrine without Peregrine’s prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed); and (iii) provides to Customer, at Customer’s cost, all reasonable assistance in the defense and settlement of the Peregrine Claim.

9.3. Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER’S SOLE REMEDIES AND PEREGRINE’S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS BY THIRD PARTIES RELATING TO THE SERVICE OR ITS USE.

10. Limitation of Liability.

10.1. Exclusion of Consequential and Related Damages. EXCEPT FOR A PARTY’S BREACH OF SECTION 7, A PARTY’S INDEMNIFICATION AND DEFENSE OBLIGATIONS, OR A PARTY’S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

10.2. Liability Cap. IN NO EVENT SHALL PEREGRINE’S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO PEREGRINE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

11. Term & Termination.

11.1. Term of Agreement. This Agreement commences on the Effective Date and continues for the duration of the term set forth on the Order Form (“**Term**”), unless earlier terminated in accordance with the Order Form or Section 11.2

11.2. Termination for Cause. A party may terminate this Agreement for cause upon thirty (30) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Peregrine prior to the effective date of termination.

11.3. Data. Upon expiration or termination of this Agreement, Peregrine shall have no obligation to maintain or provide any Customer Data or Third Party Data. Unless legally prohibited, Peregrine shall delete all Customer Data in its systems or otherwise in its possession or under its control. Notwithstanding the foregoing or any other provision of this Agreement, Peregrine may use in perpetuity any Aggregated Data.

11.4. Survival. The following provisions shall survive termination or expiration of this Agreement: Sections 4, 5, 6.1, 6.3, 7, 8, 9, 10, 11.3, 11.4, and 12.

12. General Provisions.

12.1. Insurance. Peregrine shall maintain the insurance coverages described on Appendix A: Insurance.

12.2. Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. At all times during the term of this Agreement, Peregrine shall be an independent contractor and shall not be an employee of Customer. Except as Customer may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Customer in any capacity whatsoever as an agent. Peregrine shall have no authority, express or implied, pursuant to this Agreement to bind Customer to any obligation whatsoever.

12.3. Peregrine's Books and Records. To the extent required by applicable laws, rules, or regulations, Peregrine shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Customer under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to Peregrine to this Agreement. All such records shall be maintained in accordance with generally accepted standards and shall be made available for inspection, audit, and/or copying during regular business hours, upon written request of the Customer.

12.4. Force Majeure. Neither party shall be liable by reason of any failure or delay in performance of its obligations under this Agreement (except for the payment of money) on account of events beyond the reasonable control of such party, which may include Internet denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, and material shortages (each, a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations affected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance.

12.5. Federal Government. Any use, copy or disclosure of the Service by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a)(1995), DFARS 252.227-7013(c)(1)(ii)(October 1998), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227(ALT III), as applicable.

12.6. Additional Government Terms. Peregrine acknowledges that Customer may be a public entity and, accordingly, certain additional laws, rules, and regulations may take precedence over the terms and conditions of this Agreement (the "**Additional Government Terms**"). The Additional Government Terms, if any, are attached hereto as Appendix B: Provisions for California Public Entities, and will govern to the extent of any conflict with any other term of this Agreement.

12.7. Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) after confirmed receipt of an email. Notices to Peregrine shall be addressed to the attention of Nick Noone, CEO, Peregrine Technologies, nick@peregrine.io, with a copy to ben@peregrine.io. Notices to Customer are to be addressed to the individual identified in the Order Form.

12.8. Waiver; Cumulative Remedies Severability. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.9. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, Peregrine may assign this Agreement, together with all rights and obligations hereunder, without consent of Customer, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its stock or assets that relate to this Agreement. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.10. Governing Law. This Agreement shall be governed by the laws of California. The state courts located in Fresno County, CA or the United States District Court for the Eastern District of California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts provided that nothing in this Section 12.10 prohibits either party from seeking or obtaining in any jurisdiction injunctive or similar relief in connection with the enforcement of this Agreement.

12.11. Construction. The division of this Agreement into Sections and the insertion of captions and headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms “this Agreement,” “hereof,” “hereunder” and any similar expressions refer to this Agreement and not to any particular Section or other portion hereof. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words “include” and “including,” and variations thereof, will be deemed to be followed by the words “without limitation” and “discretion” means sole discretion

12.12. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding the Order Form) shall be incorporated into or form any part of this Agreement, and all such terms or conditions are hereby rejected and shall be null and void.

Appendix A: Insurance

Peregrine, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of the Agreement. The cost of such insurance shall be included in the Peregrine's bid or proposal. Peregrine shall be fully responsible for the acts and omissions of its subcontractors or other agents.

Workers' Compensation. Peregrine shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Peregrine in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the Customer upon written verification that Peregrine is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

Commercial General and Automobile Liability Insurance

General requirements. Peregrine, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Peregrine has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. Customer, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Peregrine, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Peregrine. Coverage can be provided in the form of an endorsement to the Peregrine's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Peregrine's insurance covered shall be primary insurance as respects the Customer, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Customer, its officers, officials, employees, agents or volunteers shall be excess of the Peregrine's insurance and non-contributing.
- d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- e. Peregrine agrees to give at least 30 days prior written notice to Customer before coverage is canceled or modified as to scope or amount.

Professional Liability Insurance.

General requirements. Peregrine, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 per occurrence or claim covering the Peregrine's errors and omissions.

Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Peregrine must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the Customer for review prior to the commencement of any work under this Agreement.

All Policies Requirements.

Submittal Requirements. Peregrine shall submit the following to Customer prior to beginning services:

Certificate of Liability Insurance in the amounts specified in this Agreement; and

Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.

Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

Deductibles and Self-Insured Retentions. Insurance obtained by the Peregrine shall have a self-insured retention or deductible of no more than \$100,000.

Wasting Policies. No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

Waiver of Subrogation. Peregrine hereby agrees to waive subrogation which any insurer or contractor may require from Peregrine by virtue of the payment of any loss. Peregrine agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Customer has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Customer for all work performed by the Peregrine, its employees, agents, and subcontractors.

Subcontractors. Peregrine shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Peregrine shall ensure that Customer, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

Excess Insurance. If Peregrine maintains higher insurance limits than the minimums specified herein, Customer shall be entitled to coverage for the higher limits maintained by the Peregrine.

Remedies. In addition to any other remedies Customer may have if Peregrine fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Customer may, at its sole option, order Peregrine to stop work under this Agreement and withhold any payment that becomes due to Peregrine hereunder until Peregrine demonstrates compliance with the requirements hereof, or terminate this Agreement.

Appendix B: Provisions for California Public Entities

Compliance with Applicable California Laws. Peregrine shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

California Public Records Act. Peregrine acknowledges that Customer is a public entity governed by the California Public Records Act and that nothing in this Agreement shall prevent Customer from disclosing Confidential Information for purposes of complying with the California Public Records Act.

PERS Indemnification by Peregrine. In the event that Peregrine or any employee, agent, or subcontractor of Peregrine providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of Customer, at Peregrine shall indemnify, defend, and hold harmless Customer for the payment of any employee and/or employer contributions for PERS benefits on behalf of Peregrine or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Customer.

Political Reform Act Conflicts. Peregrine may serve other clients, but none whose activities within the corporate limits of Customer or whose business, regardless of location, would place Peregrine in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. No officer or employee of Customer shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq.

California State Auditor Requirements. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.



Clovis Police Department
1233 5th St
Clovis, Ca

Thank you for your agency's interest in Peregrine's unified data platform ("the Peregrine platform" or "the platform"). The Peregrine platform has been built with law enforcement and public safety agencies in mind, making it uniquely suited to the needs of the Clovis Police Department (CPD). The Peregrine platform is the only end-to-end software available on the market with the following integrated capabilities:

- **Purpose-built data integrations Specifically for systems used by CPD.** Peregrine offers proven, pre-built connectors that allow for seamless integration with critical existing CPD systems such as Tyler Tech CAD, Tyler Tech RMS, AXON BWC, Vigilant ALPR, Verkada PTZ Cameras, Genetec Cameras and One Solution Finance. These pre-built connectors eliminate any requirements for CPD IT to develop and maintain interfaces between Peregrine and CPD source systems and ensure that data available in Peregrine is complete, accurate, and always up-to-date.
- **Fully Integrated Search, Map, Link Analysis, Reporting, and Dashboarding.** Peregrine offers the only solution on the market that offers a fully integrated set of user-facing applications for search, map-based analysis, link analysis, reporting, and dashboarding that allow for seamless movement of data between those applications without the need to export and import data manually. Additionally, Peregrine is the only solution that offers desktop, laptop, tablet, and mobile device accessible versions of those integrated applications so that they can be accessed by authorized users wherever and whenever they are needed.
- **Proprietary Data Deduplication Algorithms.** Peregrine offers proprietary algorithms that will enable automatic and auditable deduplication and merging of data, such as person records. This will allow the CPD to have automatically clean, reliable information upon which to conduct data searches and compile reporting products without the need to make any changes to the agency's underlying source systems.
- **Proprietary Ontology Purpose-Built for Law Enforcement.** Peregrine offers the only dynamic ontology capability that has been purpose-built for Law Enforcement data. This allows the CPD to automatically establish connections and relationships between data elements within and across disparate systems that are otherwise likely to be missed. Additionally, Peregrine's dynamic ontology allows the CPD to have fully flexibility to change its desired data model over time without needing to build and maintain additional interfaces or make any changes to the agency's underlying source systems and the way they store or represent information. The Peregrine Ontology has been developed and continuously refined to specifically accommodate law enforcement data and concepts.
- **Secure Collaboration and Data Sharing.** The Peregrine platform's proprietary integration, ontology, and granular security permissions enable secure sharing within the CPD and between CPD and partner agencies, public and private, that is otherwise not possible. Within the CPD, this will allow secure collaboration across investigations, patrol, custody operations, traffic, analysis and command staff. Additionally, Peregrine will allow the CPD to securely collaborate and share data in a common platform with critical Peregrine customer agencies within Alameda County (e.g., Alameda Sheriff, Fremont PD, Livermore PD, Union City PD, Newark PD), Contra Costa County, and Santa Clara County, San Joaquin County, Stanislaus County, Merced County and Madera County. . All data sharing and collaboration features are automatically synchronized with CPD's existing user, group, and role security and access policies.
- **Fully Open and Interoperable Architecture.** Peregrine is the only solution on the market that ensures the CPD will never be at risk of vendor lock-in or issues related to data ownership. Peregrine's fully open and interoperable architecture is fully vendor-agnostic, allowing Peregrine to integrate data from any current or future CPD solution and allow any such

solutions to access data from Peregrine, without limitation, if desired by CPD. A customer retains full and total rights to its data within Peregrine at all times and has the ability to access and export that data in open, standard data formats at any time.

- **End-to-end security, CJIS, and CAL DOJ compliance.** Peregrine is hosted on the secure, CJIS compliant Amazon Web Services (AWS) Government Cloud region. Peregrine meets or exceeds all standards and controls set forth in the most current CJIS and CAL DOJ security policies. Peregrine has been approved at multiple California agencies to handle sensitive information such as criminal justice information. Additionally, Peregrine offers seamless integration with CPD's existing single-sign-on and multi-factor authentication services. This allows CPD to avoid any redundancy and duplication in managing user access and permissions and automatically ensure all interactions with sensitive data are compliant with existing agency data and information system security policies.

We look forward to working with CPD in the near future. If there are any additional questions, please do not hesitate to reach out to me directly.

Thank you,



Nick Noone
Co-Founder/CEO
Nick@peregrine.io



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: December 15, 2025

SUBJECT: Consider various items associated with ±40.62 acres of land located at the southeast corner of N. Sunnyside Avenue and E. Perrin Avenue. Multiple owners; Quail Run Group, applicant; Rich Wathen and Jared Callister, representatives.

a. Consider Approval - Res. 25-____, A resolution of the City Council approving an addendum to the Environmental Impact Report adopted for Shepherd North for the Quail Run Annexation.

b. Consider Approval - Res. 25-____, RO313, A resolution of the City Council approving an application for the Annexation of the Territory known as the Perrin-Sunnyside Southeast Reorganization area (±40.62 acres).

c. Consider Introduction - Ord. 25-____, R2024-008, An ordinance of the City Council approving a request to prezone the properties within the Quail Run Neighborhood from the Fresno County R-R (Rural Residential) Zone District to the Clovis R-R (Rural Residential) Zone District.

Staff: Marissa Parker, Associate Planner

Recommendation: Approve

ATTACHMENTS:

1. Res-____, CEQA
2. Res-____, R2024-008
3. Ord-____, RO313
4. RO313 Draft Annexation Agreement
5. Site Specific Service Plan
6. Correspondence from Commenting Agencies
7. City Council Staff Report Dated June 17, 2024

RECOMMENDATION

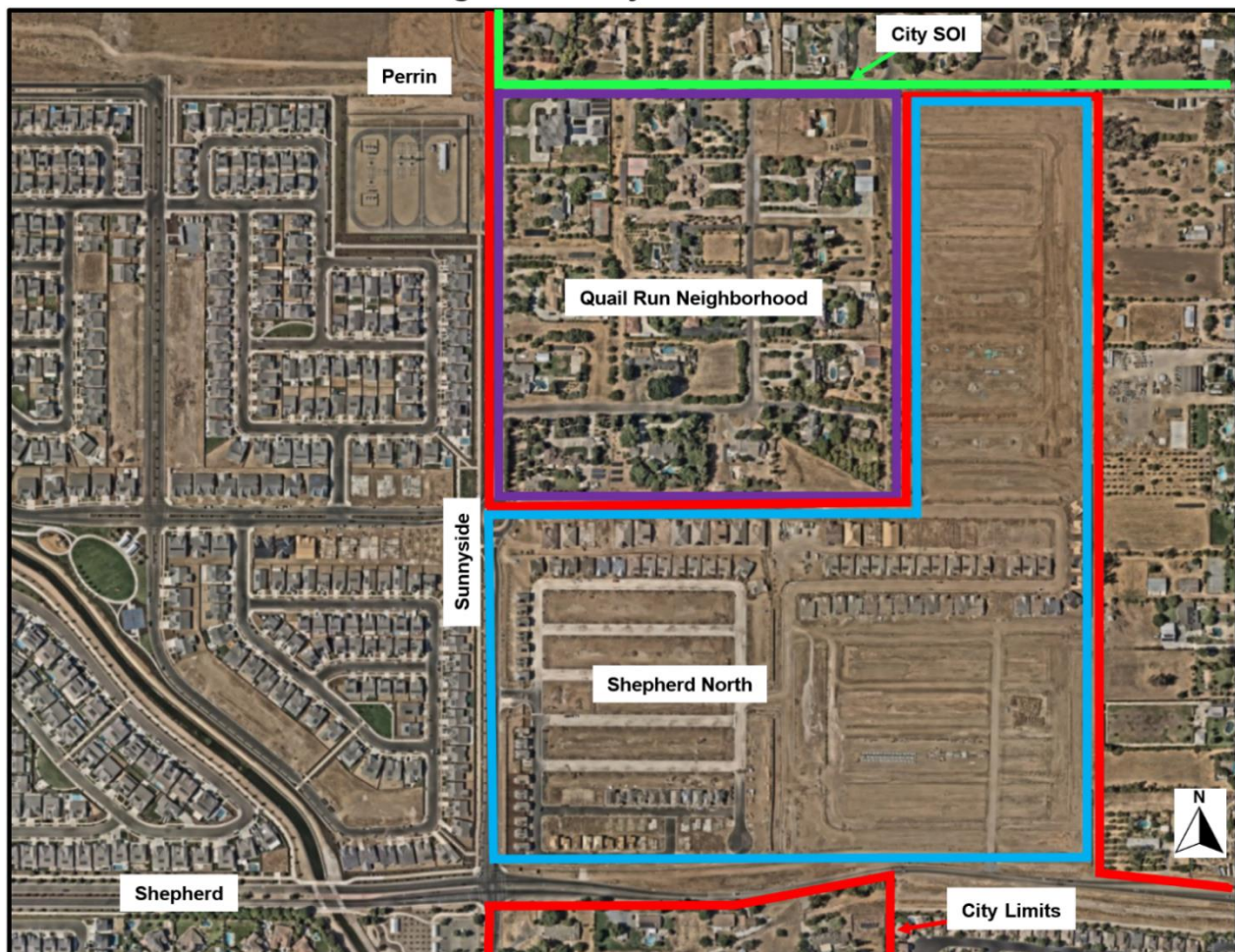
Staff recommends that the City Council approve each component of the project as identified in the title.

EXECUTIVE SUMMARY

The Quail Run Group (“Applicant”) proposes to annex (“RO313”) an existing 18-lot subdivision and prezone (“R2024-008”) the properties from Fresno County’s R-R (Rural Residential) Zone District to the Clovis R-R (Rural Residential) Zone District (“Project”). The annexation boundary consists of ±40.62 acres of land located on the south side of East Perrin Avenue, east of North Sunnyside Avenue in the County of Fresno (“Property”). Properties to the east, west, and south are either recently constructed or are in the process of constructing new single-family residential subdivisions at varying densities.

Following the approval of the Shepherd North Project, adjacent to the Property (see **Figure 1** below) on March 18, 2024, and May 6, 2024, Planning staff received interest from the Applicant requesting annexation and connection to City potable water. The Project would annex and prezone the existing rural residential subdivision (“Quail Run Neighborhood”) that was approved by the County of Fresno in 1980, with no new development proposed. Also, the Planning Commission voted to recommend that the Council approve the prezone request associated with the Project at its Thursday, November 20th meeting. Further details about the Planning Commission hearing are provided below.

Figure 1 – Project Location



BACKGROUND

- General Plan Designation: Rural Residential
- Existing Zoning: Fresno County R-R (Rural Residential)
- Proposed Zoning: R-R (Rural Residential)
- Annexation Area: ±40.62 acres
- Current Land Use: Fresno County Rural Residential Homes
- Adjacent Land Uses:
 - North: Rural Residential
 - South: Single-Family Residential
 - East: Single-Family Residential / Rural Residential
 - West: Single-Family Residential / PG&E Substation
- Previous Entitlements: Tract Map 3286 (County)

The Quail Run Neighborhood is currently within the County of Fresno's jurisdiction, but is within the City's recently expanded sphere of influence (SOI) boundary as approved by the City Council on March 18, 2024, in conjunction with the Shepherd North Project.

On May 6, 2024, the City Council approved the Shepherd North Project and authorized staff to proceed with a Fourth Amendment to the Memorandum of Understanding (MOU) to the County Board of Supervisors for consideration and approval. The Fourth Amendment to the MOU between the County of Fresno and City of Clovis was necessary to accommodate the expanded SOI area and the annexation of the Shepherd-Sunnyside Northeast Reorganization to the City of Clovis. This amendment to the MOU was approved on June 4, 2024, by the Board of Supervisors.

During the entitlement process for the Shepherd North Project, nearby property owners within the Quail Run Neighborhood inquired about annexing into the City and possibilities of doing so as part of the Shepherd North Project. Due to the extensive work already prepared on the Environmental Impact Report for the Shepherd North Project, the Quail Run Neighborhood was not able to be included in Wilson's TM6205 annexation. On June 17, 2024, staff requested policy direction from the City Council regarding the applicant's proposal (**Attachment 7**). After staff presented a general summary of the requirements and potential challenges, the Council directed staff to proceed with the rezoning and annexation requests. The applicant's intent of annexing into the City is to connect the existing homes to the City's water system. Following meetings with the applicant, staff received a formal application requesting annexation, rezoning, and connection to City potable water for the Quail Run Neighborhood in September 2024.

PROPOSAL AND ANALYSIS

As mentioned above, the Project area is located on the south side of East Perrin Avenue, east of North Sunnyside Avenue in the County of Fresno within the recently expanded SOI boundaries. The Project requires approval of two (2) entitlement applications, an annexation and prezone. The following sections analyze each entitlement request and provide findings in support of the prezone and annexation. Additionally, the Project will include the improvements for utility infrastructure within the existing roadways and will be required to improve the streets to City standards. Approval of this Project will allow the applicant to continue with the annexation process and construction documents for the necessary infrastructure to connect the existing homes to the City water system.

Annexation

After consultation with the County of Fresno and the Fresno Local Agency Formation Commission (LAFCo), the ±40.62-acre annexation area has been determined as a logical boundary for incorporation into the City. The proposed annexation, RO313, is identified as the Perrin-Sunnyside Southeast Reorganization. The County of Fresno has reviewed the proposed annexation and is agreeable to the annexation as it is located within the City's SOI and is contiguous to the existing City limits. If approved, the annexation will proceed to the Fresno LAFCo for processing and final consideration. The applicant also expressed interest in entering into an annexation agreement with the City (**Attachment 4**). Staff from Planning and Development Services, Public Utilities Department and the City Attorney's office worked together with the applicant to identify terms that are acceptable to all parties. The overall intent of the agreement will be considered by the City Council and finalized following approval by LAFCo. It is important to note that the terms of the annexation agreement are subject to minor changes that may be approved at the City Manager's level.

Annexation Details:

Property owners:	18
Owners Consenting to Annexation:	18
Registered Voters:	51
Acreage:	±40.62

Standard Conditions of Annexation:

The City established standard baseline conditions for annexation projects that are incorporated into the resolution for the proposed annexation (**Attachment 2**). These conditions encapsulate the mutually agreed upon tax-sharing arrangements between the City and Fresno County and the scheduling of public services for the annexation sites. A site-specific service plan has been prepared demonstrating the City's capacity to effectively serve the properties within the proposed annexation territory. The plan requires approval from the City Council and will be provided to Fresno LAFCo. The plan is provided in **Attachment 5** of this report.

Prezone

Prior to annexation into the City, properties must be prezoned to the City's designated zone districts. The associated prezone, R2024-008, aims to rezone the properties within the Quail Run Neighborhood from the Fresno County R-R (Rural Residential) Zone District to the Clovis R-R (Rural Residential) Zone District. Prezoning the property to Clovis R-R is consistent with the existing General Plan Land Use Designation of Rural Residential for the subject properties.

Prezone Required Findings and Analysis

The subsequent findings are necessary to approve an application for prezone.

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

The proposed R2024-008 conforms to the existing general plan designation of Rural Residential for the parcels within the annexation area of ±40.62 acres. As further described below, the proposed prezone is consistent with the goals, policies and actions of the General Plan.

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

The Project is located within the City's designated growth area and has undergone comprehensive evaluation by multiple City departments and external agencies for feedback. Importantly, no significant concerns were raised by these stakeholders. Additionally, as discussed below under the California Environmental Quality Act (CEQA) section, the Project's environmental impacts have been assessed through an addendum to the Environmental Impact Report (EIR) prepared for the Shepherd North Project and has been determined that the Project will not cause a new significant impact or substantially increase the severity of a previously identified significant impact.

3. The parcel is physically suitable (including absence of physical constraints, access, compatibility with adjoining land uses, and provision of utilities) for the requested zoning designations and anticipated land uses/ projects.

Tract Map 3286 for the subdivision of the Quail Run Neighborhood was recorded in 1980 and developed thereafter. The Project will be required to install the infrastructure required and necessary to support it. A thorough review of the Project and the addendum to the Shepherd North Project EIR indicate that the site remains physically suitable for the desired infrastructure improvements, such as utility infrastructure and street improvements, and annexation into the City. The Project will be required to comply with all conditions from Public Utilities, Engineering, and those listed in the annexation agreement.

Consistency with General Plan Goals and Policies

Staff has evaluated the Project in light of the goals and policies of the General Plan. The following goals and policies reflect Clovis' desire to maintain Clovis' tradition of responsible planning and well-managed growth to preserve the quality of life in existing neighborhoods and ensure the development of new neighborhoods with an equal quality of life. These goals and policies seek to foster more compact development patterns that can reduce the number, length, and duration of auto trips.

Goal 3: Orderly and sustainable outward growth into three Urban Centers with neighborhoods that provide a balanced mix of land uses and development types to support a community lifestyle and small-town character.

Policy 3.5 Fiscal sustainability. The City requires the establishment of community facility districts, lighting and landscaping maintenance districts, special districts, and other special funding or financing tools in conjunction with or as a condition of development, building or permit approval, or annexation or sphere of influence amendments when necessary to ensure that new development is fiscally neutral or beneficial.

Goal 5: A city with housing, employment, and lifestyle opportunities for all ages and incomes of residents.

Public Comments

The City published a notice of this public hearing in The Business Journal on Friday, November 28, 2025. A public hearing notice was sent to property owners within 600 feet of the Property boundaries for the December 15, 2025, City Council hearing. As of the completion of this staff report, staff has not received any comments from the public.

Review and Comments from Agencies

The Project was distributed to all City divisions as well as outside agencies, including Caltrans, Clovis Unified School District, Fresno Irrigation District, Fresno Metropolitan Flood Control District, AT&T, PG&E, San Joaquin Valley Air Pollution Control District, State Department of Fish and Wildlife, and the County of Fresno.

Comments received are attached (**Attachment 6**) only if the agency has provided concerns, conditions, or mitigation measures. Routine responses and comment letters are placed in the administrative record and provided to the Applicant for their records.

California Environmental Quality Act

The City Council approved the Shepherd North Project and certified an EIR on March 18, 2024, which included the Property as part of the SOI. As mentioned above, the Quail Run Neighborhood is located adjacent to the Shepherd North Project. The Shepherd North EIR considered the SOI boundary change, that includes the Quail Run Neighborhood, to not have a direct effect on the environment, since the Property is already developed with 18 homes. Such changes were anticipated to accommodate infrastructure installation within the existing developed roadways that would ultimately connect to the individual homes within the Quail Run Neighborhood.

An addendum to the EIR conducted for the Shepherd North Project was prepared for this Project. The Addendum (**Attachment 1A**) concludes that the proposed annexation and prezone of the existing subdivision will not cause a new significant impact or substantially increase the severity of a previously identified significant impact. There have been no changes in the environmental conditions on the Property not previously contemplated and analyzed in the Shepherd North EIR that would result in new or substantially more severe impacts. Therefore, a subsequent EIR is not required per CEQA Guidelines section 15162.

Planning Commission Hearing – November 20, 2025

On Thursday, November 20, 2025, the Planning Commission considered the Project, with staff presenting the Project alongside its recommendations and detailed information as described in the staff report. Staff did not receive opposing comments from any of the surrounding property owners and no one spoke in opposition of the project during the hearing. After discussion, the Planning Commission voted to recommend that the Council approve the prezone entitlement and an addendum to an EIR associated with the Project with a vote of 5-0.

FISCAL IMPACT

As mentioned above, there is a mutually agreed upon tax-sharing arrangement between the City and Fresno County. When annexed, properties are considered non-substantially or substantially developed. The Quail Run Neighborhood is considered substantially developed, as it has an improvement value to land value ratio greater than 125% per the MOU.

Land Value:	\$4,387,831
Improvement Value:	\$15,825,476
Land Value Ratio:	361%

When a substantially developed property is annexed into the City, the County's 1% property tax revenue is split between the County and the City. 63% of the property tax revenue goes to the County and 37% to the City. This differs from the tax sharing process when non-substantially developed property is developed into the City. In this case, the County keeps 100% of the base 1% property tax and splits the increment at the 63%/37% rate.

If this annexation is approved, the City will receive an estimated annual revenue of \$37,730 from the 18 homes. Staff have determined this is a sufficient amount to provide services to the Quail Run Neighborhood.

REASON FOR RECOMMENDATION

The Project is consistent with the goals and policies of the General Plan and Development Code. Each component of the Project meets the findings that must be considered when making a decision on such a project, as outlined in the sections above. Therefore, staff recommends that the City Council approve an addendum to the EIR adopted for Shepherd North for the Quail Run Neighborhood and approve RO313, R2024-008, and the associated annexation agreement.

ACTIONS FOLLOWING APPROVAL

The annexation application will be prepared and submitted to LAFCo after all materials have been submitted by the applicant, sufficient to meet the conditions of the application.

CONFLICT OF INTEREST

None.

Prepared by: Marissa Parker, Associate Planner

Reviewed by: City Manager AA

RESOLUTION 25-____**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AN
ADDENDUM TO THE ENVIRONMENTAL IMPACT REPORT ADOPTED FOR SHEPHERD
NORTH FOR THE QUAIL RUN NEIGHBORHOOD**

WHEREAS, Quail Run Group, (“Applicant”), 9431 N. Purdue Avenue, Clovis, CA 93619, has applied for an annexation (“RO313”) and a prezone (“R2024-008”) (hereinafter collectively referred to as the “Project”) for property located on the south side of East Perrin Avenue, east of North Sunnyside Avenue (“Property”); and

WHEREAS, the City of Clovis caused to be prepared an addendum (“Addendum”) to the Shepherd North Environmental Impact Report (EIR) (hereinafter incorporated by reference) to evaluate potential environmental impacts from the Project in accordance with the California Environmental Quality Act (CEQA), and on the basis of that study, it was determined that no significant environmental impacts would result from this Project; and

WHEREAS, the Planning Commission considered the Addendum (**Attachment 1A**) to the Shepherd North EIR in the staff report and elsewhere in the Administrative Record which determined the Project will have no changes in the environmental conditions on the property not previously contemplated and analyzed in the Shepherd North EIR that would result in new or substantially more severe impacts. Therefore, a subsequent EIR is not required per CEQA Guidelines section 15162; and

WHEREAS, the City published notice of the public hearing in *The Business Journal* on Friday, November 28, 2025, mailed public notices to property owners within 600 feet of the Project site more than ten (10) days prior to the City Council hearing, and otherwise posted notice of the public hearing according to applicable law; and

WHEREAS, the Planning Commission considered the CEQA analysis outlined in the staff report and the prepared the Addendum to the Shepherd North EIR (“Administrative Record”), recommending approval of said Addendum; and

WHEREAS, the City Council has independently reviewed, evaluated, and considered the CEQA analysis outlined in the staff report, the Addendum to the Shepherd North EIR, and all comments, written and oral, received from persons who reviewed the Addendum, or otherwise commented on the Project (Administrative Record).

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

1. The foregoing recitals as true and correct.

2. The Addendum to the Shepherd North EIR for the Project is adequate, reflects the City's independent judgment and analysis, and has been completed in compliance with CEQA and the CEQA Guidelines.
3. That the Addendum to the Shepherd North EIR for the Project was presented to the City Council and the City Council has independently reviewed, evaluated, and considered the entire Administrative Record, including the Addendum to the Shepherd North EIR for the Project, and all comments, written and oral, received from persons who reviewed the Addendum, or otherwise commented on the Project prior to approving the Project.
4. On the basis of the entire Administrative Record, there is no substantial evidence that the Project will have a significant effect on the environment or result in new or substantially more severe impacts.
5. The City Council adopts the Addendum to the Shepherd North EIR.
6. The City Council directs that the record of these proceedings shall be contained in the Department of Planning and Development Services located at 1033 Fifth Street, Clovis, CA 93612, and the custodian of the record shall be the City Planner or other person designated by the Planning and Development Services Director.
7. The bases for the findings are detailed in the December 15, 2025, staff report, which is hereby incorporated by reference in its entirety, the entire Administrative Record, as well as evidence and comments presented in connection with the Addendum.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on December 15, 2025, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: December 15, 2025

Mayor

City Clerk

EIR ADDENDUM

FOR THE

SHEPHERD NORTH -QUAIL RUN ANNEXATION PROJECT

FEBRUARY 5, 2025

Prepared for:

City of Clovis
Planning Division
1033 Fifth Street
Clovis, CA 93612
(559) 324-2340

Prepared by:

De Novo Planning Group
1020 Suncoast Lane, Suite 106
El Dorado Hills, CA 95762
(916) 580-9818

D e N o v o P l a n n i n g G r o u p

A Land Use Planning, Design, and Environmental Firm

EIR ADDENDUM

FOR THE

SHEPHERD NORTH -QUAIL RUN
ANNEXATION PROJECT

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EIR ADDENDUM

1.1 PROJECT BACKGROUND

Project Overview

The City approved Shepherd North Project (Project) and certified an EIR on March 19, 2024. The Shepherd North site is located directly north of the City of Clovis limit line at the northeast corner of North Sunnyside Avenue and East Shepherd Avenue. (See Figure 1 Regional Location and Figure 2 Project Vicinity.). The Project site is bounded on the north by Perrin Road, on the east by North Fowler Avenue, on the south by East Shepherd Avenue, and on the west by North Sunnyside Avenue. The Project site includes several distinct planning boundaries. The planning area boundaries was described in the certified EIR as follows:

- Project Area – Includes the whole of the Project site (approximately 155 acres), encompassing the approximate 77-acre Development Area and the approximate 78-acre Non-Development Area.¹
 - Development Area - Includes the parcels being annexed that will be entitled for subdivision and development. This will include a Sphere of Influence (SOI) Expansion, General Plan Amendment, Pre-zone, Annexation/Reorganization, Tentative Tract Map, Planned Development Permit, and Residential Site Plan Review.
 - Non-Development Area - Includes the parcels being included in the SOI expansion that will not be entitled for subdivision or development. This includes two separate areas, each described as an Expansion SubArea. The two Expansion SubAreas total 78 acres and are defined as Expansion SubArea North and Expansion SubArea East.

Project Changes

The Original Project anticipated an SOI expansion to include the Quail Run neighborhood, which was labeled as SubArea North and is described as a Non-Development Area. This area is an 18-lot existing residential development.

The certified EIR anticipated that the SubArea North would ultimately annex into the City of Clovis and be provided city services, including water give that it had been a concern for the residents of the neighborhood. The annexation of the neighborhood, however, was dependent on the residents/owners desiring to annex their property into the City. At the time the EIR was certified, the property owners did not desire to annex the property. This has changed, and the property owners now desire to annex into the City. (See Figure 3 Annexation Map and Figure 4 APN Map.)

The EIR considered the SOI boundary change to be a political boundary change that does not have a direct change to the environment. However, the EIR also considered a future annexation to have some direct changes to the environment. Such changes were anticipated to be infrastructure

¹ It should be noted that the term 'Project Area' is used interchangeably with 'Project Site', throughout the EIR.

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installation within the existing developed roadways that would ultimately connect to the individual Quail Run homes. For example, water pipe was anticipated to be installed within the internal roadways in Quail Run, as well as within the boundary roadway of Perrin Road and Sunnyside Avenue. The EIR considered the infrastructure installation in the existing developed roadways to be a less than significant impact on all environmental topics.

Because the Quail Run property owners have decided that they would like to annex into the City of Clovis and receive city services, the City has decided that a review of the annexation relative to the certified EIR is necessary for CEQA compliance prior to consideration of the annexation request.

1.2 CEQA DOCUMENT FOR REVISIONS

The City has determined that the proposed revisions should be analyzed under an EIR Addendum. CEQA Guidelines Section 15164 defines an Addendum as:

The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.

....A brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 should be included in an addendum to an EIR, the lead agency's findings on the project, or elsewhere in the record.

Decision to not prepare a Subsequent EIR

The following analysis shows that the proposed changes do not cause a new significant impact or substantially increase the severity of a previously identified significant impact, and there have been no other changes in the circumstances that meet this criterion (CEQA Guidelines section 15162, subd. (a)(2).) There have been no changes in the environmental conditions on the property not previously contemplated and analyzed in the EIR that would result in new or substantially more severe environmental impacts. There is no new information of substantial importance (which was not known or could not have been known at the time of the application, that identifies: a new significant impact (CEQA Guidelines section 15162, subd. (a)(3)(A)); a substantial increase in the severity of a previously identified significant impact (CEQA Guidelines section 15162, subd. (a)(3)(B)); mitigation measures or alternatives previously found infeasible that would now be feasible and would substantially reduce one or more significant effects; or mitigation measures or alternatives which are considerably different from those analyzed in the EIR which would substantially reduce one or more significant effects on the environment (CEQA Guidelines section 15162, subd. (a)(3)(C) and (D)). None of the “new information” conditions listed in the CEQA Guidelines section 15162, subdivision (a)(3) are present here to trigger the need for a Subsequent or Supplemental EIR.

CEQA Guidelines section 15164 states that, “[t]he lead agency or a responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have

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occurred.” An addendum is appropriate here because, as explained above, none of the conditions calling for preparation of a subsequent EIR have occurred.

The section below identifies the environmental topics addressed in the EIR, provides a summary of impacts associated with the Original Project, as described in the EIR, and includes a brief analysis of the potential impacts associated with the revisions when compared to the Project approved under the certified EIR.

1.4 ANALYSIS

Analysis of Impacts Found to be Less Than Significant

Specific impacts within the following categories of environmental effects were found to be less than significant as set forth in more detail in the certified EIR. Following each bullet is a conclusion on whether the proposed revision changes the impact conclusion found in the original EIR.

Aesthetics and Visual Resources: The following specific impacts were found to be less than significant: 3.1-1, 3.1-2, and 3.1-3.

- The revisions do not increase the severity of any impact. However, the revisions do not change the environmental conclusion of less than significant that was provided in the certified EIR.

Agricultural Resources: The following specific impacts were found to be less than significant: 3.2-1, 3.2-2, and 3.2-3.

- The revisions do not increase the severity of any impact. However, the revisions do not change the environmental conclusion of less than significant that was provided in the certified EIR.

Air Quality: The following specific impacts were found to be less than significant: 3.3-1, 3.3-2, 3.3-3, 3.3-4, and 3.3-5.

- The revisions do not increase the severity of any impact. However, the revisions do not change the environmental conclusion of less than significant that was provided in the certified EIR.

Biological Resources: The following specific impacts were found to be less than significant: 3.4-1, 3.4-2, 3.4-5, 3.4-6, 3.4-7, 3.4-8, 3.4-9, and 3.4-10.

- The revisions do not increase the severity of any impact. However, the revisions do not change the environmental conclusion of less than significant that was provided in the certified EIR.

Geology and Soils: The following specific impacts were found to be less than significant: 3.6-1, 3.6-2, 3.6-3, 3.6-4, 3.6-5, and 3.6-7.

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- The revisions do not increase the severity of any impact. However, the revisions do not change the environmental conclusion of less than significant that was provided in the certified EIR.

Greenhouse Gases, Climate Change, and Energy: The following specific impacts were found to be less than significant: 3.7-1 and 3.7-2.

- The revisions do not increase the severity of any impact. However, the revisions do not change the environmental conclusion of less than significant that was provided in the certified EIR.

Hazards and Hazardous Materials: The following specific impacts were found to be less than significant: 3.8-2, 3.8-3, 3.8-4, 3.8-5, and 3.8-6.

- The revisions do not increase the severity of any impact. However, the revisions do not change the environmental conclusion of less than significant that was provided in the certified EIR.

Hydrology and Water Quality: The following specific impacts were found to be less than significant: 3.9-1, 3.9-2, 3.9-3, 3.9-4, 3.9-5, and 3.9-6.

- The revisions do not increase the severity of any impact. However, the revisions do not change the environmental conclusion of less than significant that was provided in the certified EIR.

Land Use and Population: The following specific impacts were found to be less than significant: 3.10-1, 3.10-2, 3.10-3, and 3.10-4.

- The revisions do not increase the severity of any impact. However, the revisions do not change the environmental conclusion of less than significant that was provided in the certified EIR.

Noise: The following specific impacts were found to be less than significant: 3.11-3, 3.11-4, and 3.11-5.

- The revisions do not increase the severity of any impact. However, the revisions do not change the environmental conclusion of less than significant that was provided in the certified EIR.

Public Services and Recreation: The following specific impacts were found to be less than significant: 3.12-1, 3.12-2, 3.12-3, 3.12-4, 3.12-5, and 3.12-6.

- The revisions do not increase the severity of any impact. However, the revisions do not change the environmental conclusion of less than significant that was provided in the certified EIR.

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Transportation and Circulation: The following specific impacts were found to be less than significant: 3.13-2 and 3.13-3.

- The revisions do not increase the severity of any impact. However, the revisions do not change the environmental conclusion of less than significant that was provided in the certified EIR.

Utilities: The following specific impacts were found to be less than significant: 3.14-1, 3.14-2, 3.14-3, 3.14-4, 3.14-5, and 3.14-6, 3-14.7.

- The revisions do not increase the severity of any impact. However, the revisions do not change the environmental conclusion of less than significant that was provided in the certified EIR.

Analysis of Impacts Found to be Less Than Cumulatively Considerable

Specific impacts within the following categories of environmental effects were found to be less than cumulatively considerable contribution as set forth in more detail in the certified EIR. Following each bullet is a conclusion on whether the proposed revision change the impact conclusion found in the original EIR.

Aesthetics and Visual Resources: The following specific impact was found to be less than cumulatively considerable: 4.1, 4.2, and 4.3.

- The revisions do not increase the severity of any impact. However, the revisions do not change the environmental conclusion of less than significant that was provided in the certified EIR.

Agricultural Resources: The following specific impact was found to be less than cumulatively considerable: 4.4.

- The revisions do not increase the severity of any impact. However, the revisions do not change the environmental conclusion of less than significant that was provided in the certified EIR.

Air Quality: The following specific impact was found to be less than cumulatively considerable 4.5.

- The revisions do not increase the severity of any impact. However, the revisions do not change the environmental conclusion of less than significant that was provided in the certified EIR.

Biological Resources: The following specific impact was found to be less than cumulatively considerable: 4.6.

- The revisions do not increase the severity of any impact. However, the revisions do not change the environmental conclusion of less than significant that was provided in the certified EIR.

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Cultural and Tribal Resources: The following specific impact was found to be less than cumulatively considerable: 4.7.

- The revisions do not increase the severity of any impact. However, the revisions do not change the environmental conclusion of less than significant that was provided in the certified EIR.

Geology and Soils: The following specific impact was found to be less than cumulatively considerable: 4.8.

- The revisions do not increase the severity of any impact. However, the revisions do not change the environmental conclusion of less than significant that was provided in the certified EIR.

Greenhouse Gases, Climate Change, and Energy: The following specific impact was found to be less than cumulatively considerable: 4.9 and 4.10.

- The revisions do not increase the severity of any impact. However, the revisions do not change the environmental conclusion of less than significant that was provided in the certified EIR.

Hazards and Hazardous Materials: The following specific impact was found to be less than cumulatively considerable: 4.11.

- The revisions do not increase the severity of any impact. However, the revisions do not change the environmental conclusion of less than significant that was provided in the certified EIR.

Hydrology and Water Quality: The following specific impacts were found to be less than cumulatively considerable: 4.12, 4.13, 4.14, and 4.15.

- The revisions do not increase the severity of any impact. However, the revisions do not change the environmental conclusion of less than significant that was provided in the certified EIR.

Land Use and Population: The following specific impact was found to be less than cumulatively considerable: 4.16 and 4.17.

- The revisions do not increase the severity of any impact. However, the revisions do not change the environmental conclusion of less than significant that was provided in the certified EIR.

Noise: The following specific impact was found to be less than cumulatively considerable: 4.18.

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- The revisions do not increase the severity of any impact. However, the revisions do not change the environmental conclusion of less than significant that was provided in the certified EIR.

Public Services and Recreation: The following specific impact was found to be less than cumulatively considerable: 4.19.

- The revisions do not increase the severity of any impact. However, the revisions do not change the environmental conclusion of less than significant that was provided in the certified EIR.

Transportation and Circulation: The following specific impact was found to be less than cumulatively considerable: 4.21.

- The revisions do not increase the severity of any impact. However, the revisions do not change the environmental conclusion of less than significant that was provided in the certified EIR.

Utilities: The following specific impacts were found to be less than cumulatively considerable: 4.22, 4.23, 4.24, 4.25, and 4.26.

- The revisions do not increase the severity of any impact. However, the revisions do not change the environmental conclusion of less than significant that was provided in the certified EIR.

Analysis of Impacts Found to be Less Than Significant with Mitigation

Specific impacts within the following categories of environmental effects were found to be less than cumulatively considerable contribution with mitigation as set forth in more detail in the certified EIR. Following each bullet is a conclusion on whether the proposed revision change the impact conclusion found in the original EIR.

Biological Resources

Impact 3.4-3: The proposed Project has the potential to have direct or indirect effects on special-status bird species. The potential for the Project to have direct or indirect effects on special-status bird species is discussed on page 3.4-22 through 3.4-28 of the Draft EIR. The following mitigation measure was adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measure 3.4-1. The revisions do not have a net change in impact as it relates to this environmental topic. The revisions do not change the environmental conclusion of less than significant with mitigation that was provided in the certified EIR.

Impact 3.4-4: The proposed Project has the potential to result in direct or indirect effects on special-status mammal species. The potential for the Project to result in direct or indirect effects on special-status mammal species is discussed on pages 3.4-28 and 3.4-29 of the Draft EIR. The following mitigation measure was adopted and will be

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implemented as provided by the Mitigation Monitoring Program: Mitigation Measure 3.4-2. The revisions do not have a net change in impact as it relates to this environmental topic. The revisions do not change the environmental conclusion of less than significant with mitigation that was provided in the certified EIR.

Cultural and Tribal Resources

Impact 3.5-1: Project implementation has the potential to cause a substantial adverse change to a significant historical or archaeological resource, as defined in CEQA Guidelines §15064.5. The potential for the Project to cause a substantial adverse change to a significant historical or archaeological resource, as defined in CEQA Guidelines §15064.5, is discussed on pages 3.5-14 through 3.5-17 of the Draft EIR. The following mitigation measure was adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measure 3.5-1. The revisions do not change the environmental conclusion of less than significant with mitigation that was provided in the certified EIR.

Impact 3.5-2: Project implementation has the potential to disturb human remains, including those interred outside of formal cemeteries. The potential for the Project to disturb human remains, including those interred outside of formal cemeteries is discussed on page 3.5-17 of the Draft EIR. The following mitigation measure was adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measure 3.5-1. The revisions do not change the environmental conclusion of less than significant with mitigation that was provided in the certified EIR.

Impact 3.5-3: Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074, and that is: Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or a resource determined by the lead agency. The potential for the Project to cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074, and that is: Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or a resource determined by the lead agency, is discussed on page 3.5-18 of the Draft EIR. The following mitigation measure was adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measure 3.5-1. The revisions do not change the environmental conclusion of less than significant with mitigation that was provided in the certified EIR.

Geology and Soils

Impact 3.6-6: The proposed Project has the potential to directly or indirectly destroy a unique paleontological resource or site or unique geologic feature. The potential for the Project to directly or indirectly destroy a unique paleontological resource or site or unique geologic feature is discussed on page 3.6-23 of the Draft EIR. The following

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mitigation measure were adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measure 3.6-1. The revisions do not change the environmental conclusion of less than significant with mitigation that was provided in the certified EIR.

Hazards and Hazardous Materials

Impact 3.8-1: Potential to create a significant hazard through the routine transport, use, or disposal of hazardous materials or through the reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. The potential to create a significant hazard through the routine transport, use, or disposal of hazardous materials or through the reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment is discussed on pages 3.8-20 through 3.8-24 of the Draft EIR. The following mitigation measures were adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measures 3.8-1 and 3.8-2. The revisions do not change the environmental conclusion of less than significant with mitigation that was provided in the certified EIR.

Noise

Impact 3.11-1: Operational Noise - The Proposed Project has the potential to generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies. The potential to generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies during operation is discussed on pages 3.11-15 through 3.11-19 of the Draft EIR. The following mitigation measures were adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measures 3.11-1 and 3.11-2. The revisions do not change the environmental conclusion of less than significant with mitigation that was provided in the certified EIR.

Impact 3.11-2: Construction Noise - The Proposed Project has the potential to generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies. The potential to generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies during construction is discussed on pages 3.11-19 and 3.11-20 of the Draft EIR. The following mitigation measures were adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measures 3.11-3 and 3.11-4. The revisions do not change the environmental conclusion of less than significant with mitigation that was provided in the certified EIR.

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Analysis of Impacts Found to be Significant and Unavoidable

Transportation and Circulation

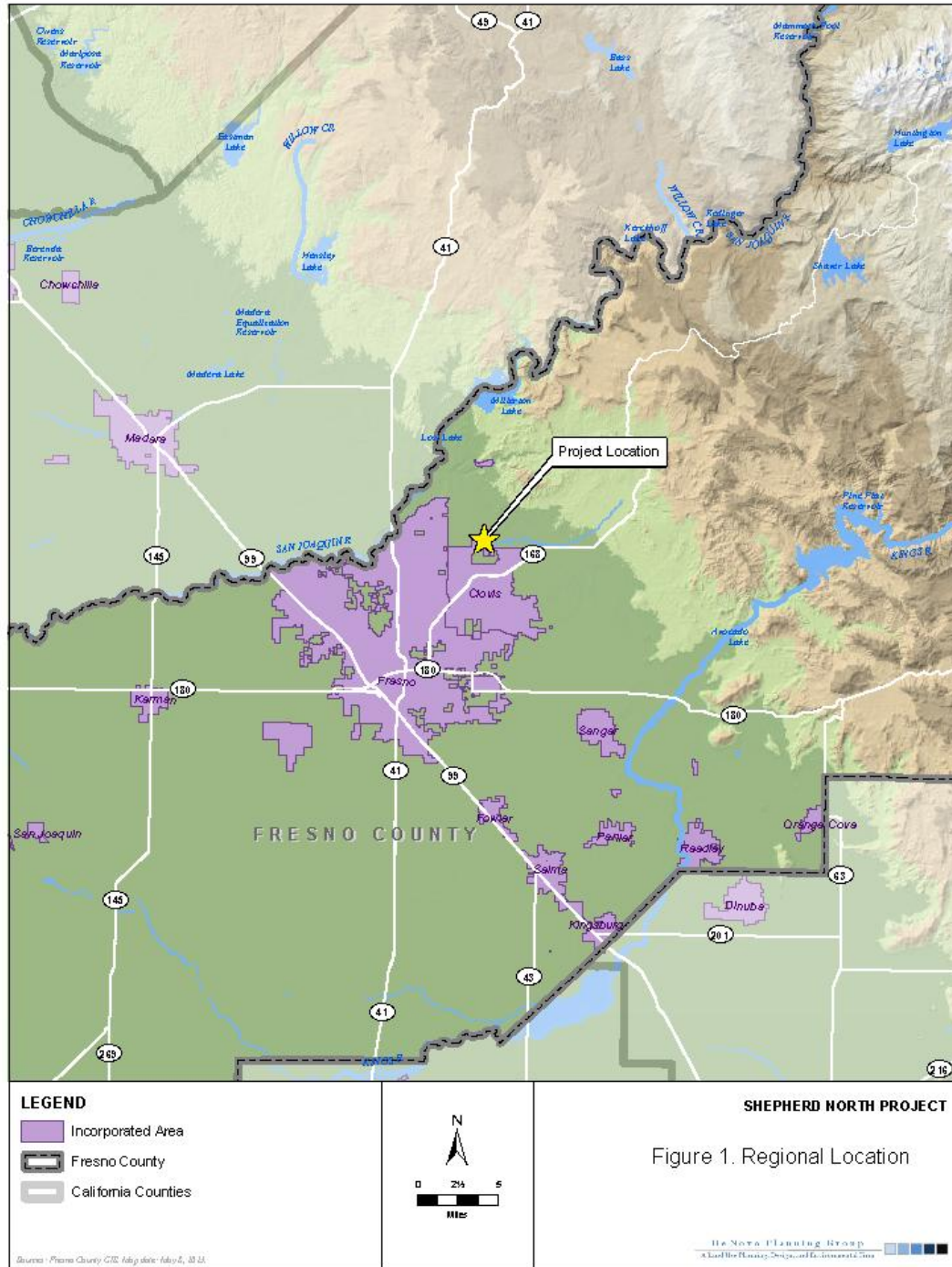
Impact 3.13-1: Project implementation would result in VMT increases that are greater than 87 percent of Baseline conditions. The potential for the Project to result in VMT increases that are greater than 87 percent of Baseline conditions is discussed on pages 3.13-18 through 3.13-23 of the Draft EIR. No feasible mitigation measures were identified. The City Council found that impact would remain significant and unavoidable after all design measures were incorporated. The City found that environmental, economic, social, and other benefits of the Project override any remaining significant adverse impact of the Project associated with cumulative impacts related to VMT increases that are greater than 87 percent of Baseline conditions.

- The revisions do not increase the severity of any impact. These revisions that would reduce density will result in slightly less vehicle trips per day which will translate into slightly less vehicle miles along roadways. These revisions would be beneficial as it relates to this environmental topic. However, the revisions do not change the environmental conclusion of significant and unavoidable that was provided in the certified EIR.

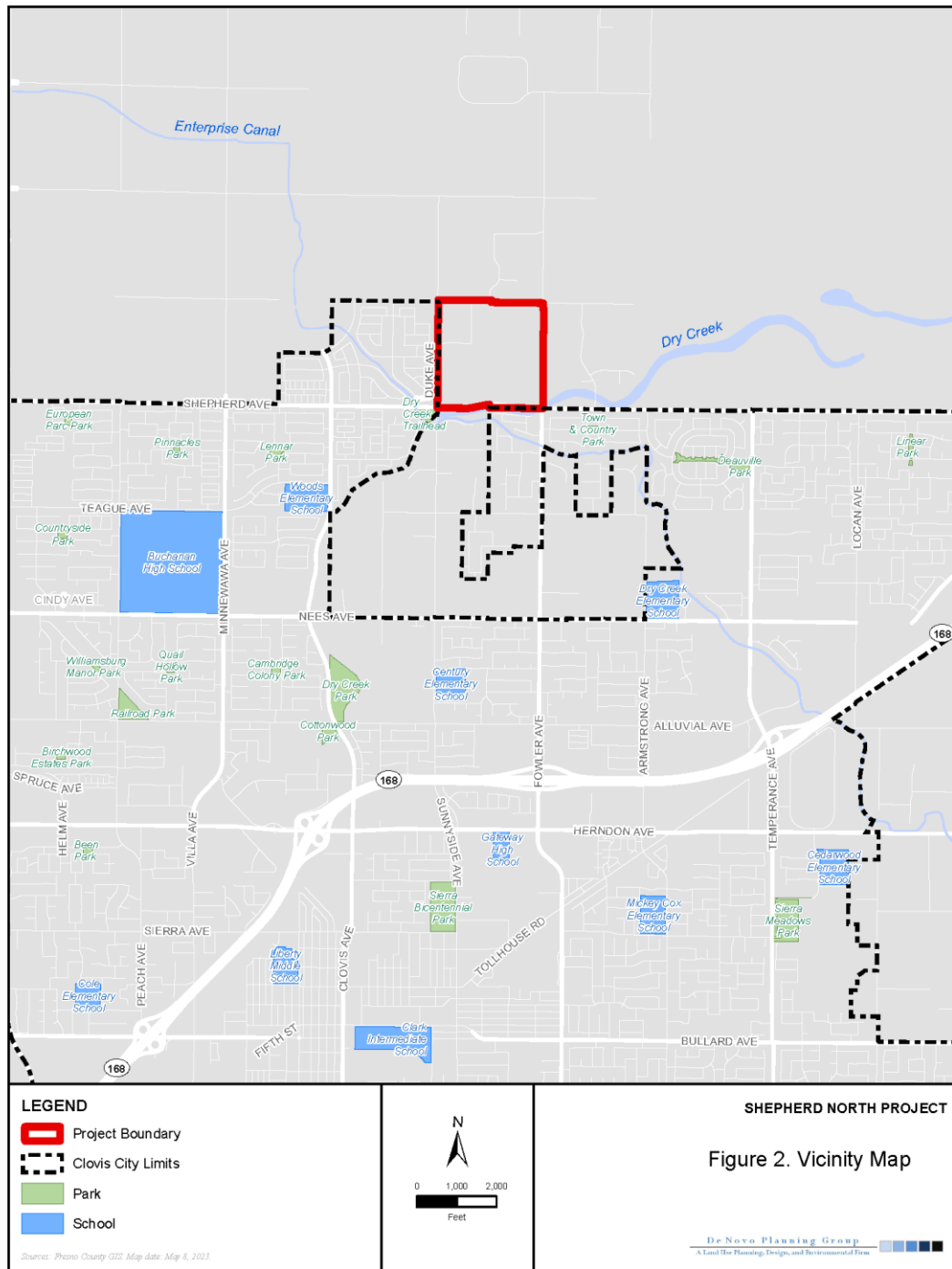
Impact 4.20: Under Cumulative conditions, Project development would result in VMT increases that are greater than 87 percent of Baseline conditions. The potential for the Project to result in VMT increases that are greater than 87 percent of Baseline conditions is discussed on page 4.0-19 of the Draft EIR. No feasible mitigation measures were identified. The City Council found that impact would remain significant and unavoidable after all design measures were incorporated. The City found that environmental, economic, social, and other benefits of the Project override any remaining significant adverse impact of the Project associated with cumulative impacts related to VMT increases that are greater than 87 percent of Baseline conditions.

- The revisions do not increase the severity of any impact. The revisions reducing density will result in slightly less vehicle trips per day which will translate into slightly less vehicle miles along roadways. These revisions would be beneficial as related to this environmental topic. However, the revisions do not change the environmental conclusion of significant and unavoidable that was provided in the certified EIR.

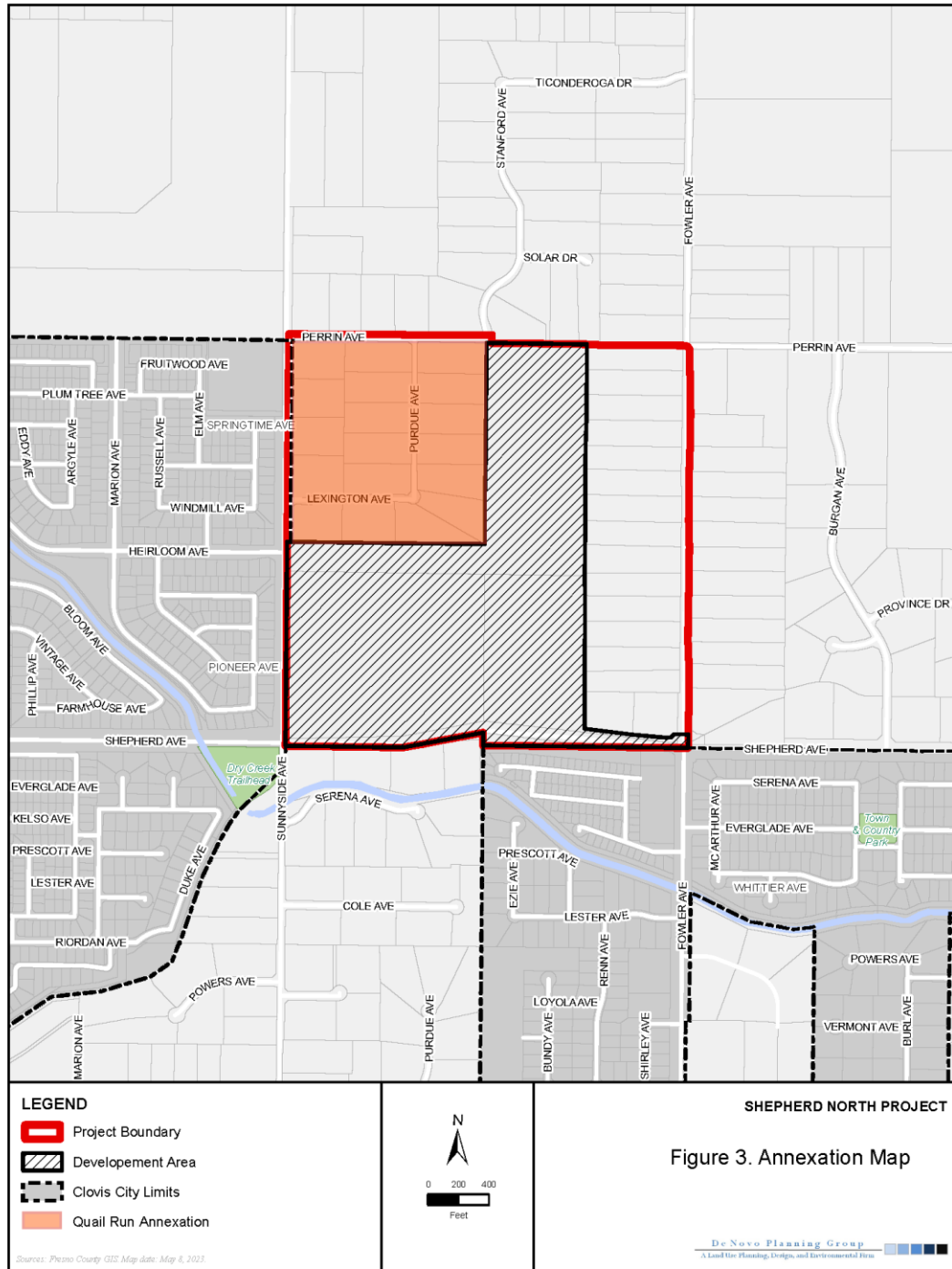
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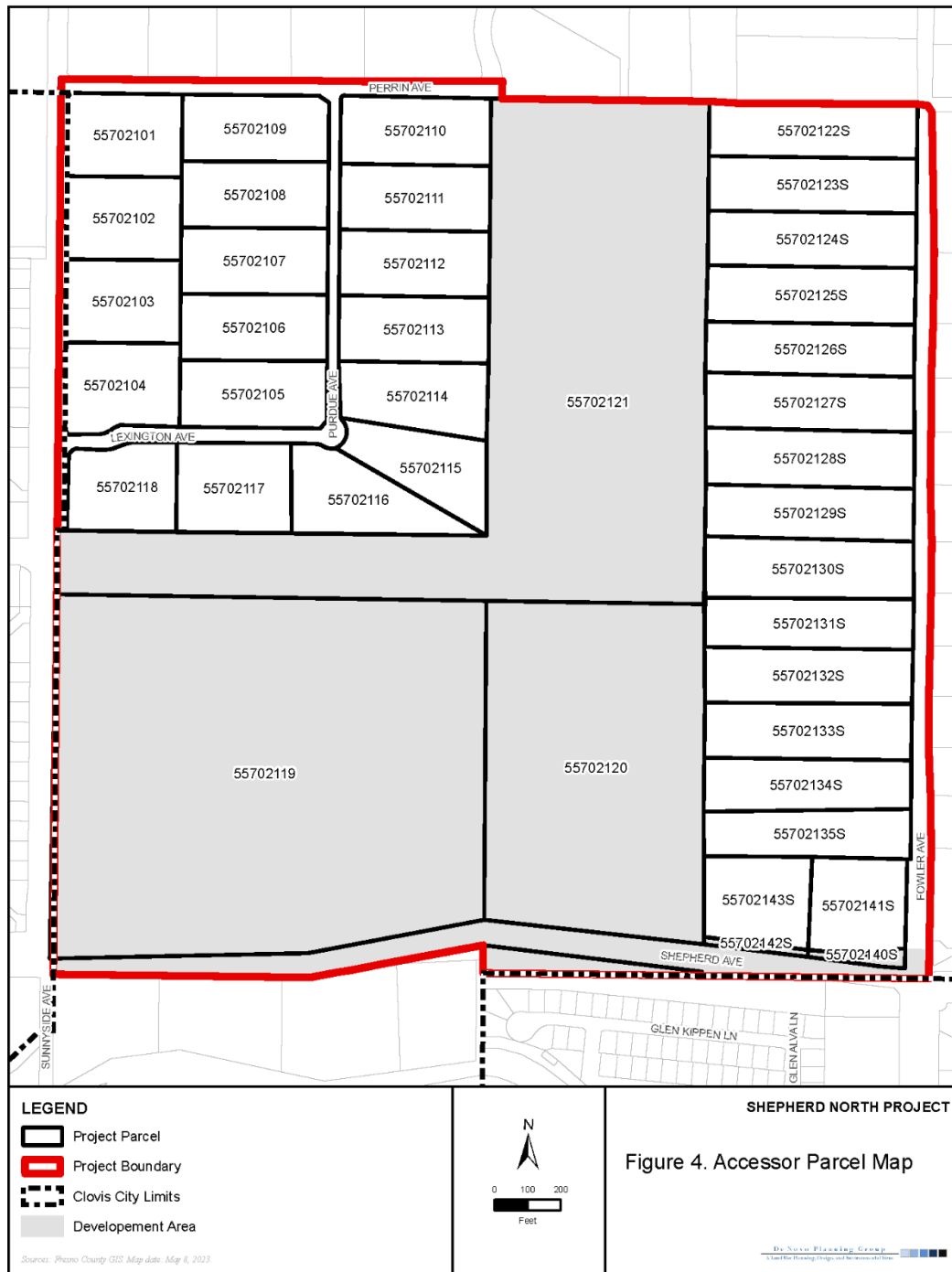
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RESOLUTION 25-____**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS MAKING APPLICATION TO THE FRESNO LOCAL AGENCY FORMATION COMMISSION AND REQUESTING THE COMMISSION TO TAKE PROCEEDINGS FOR THE PERRIN-SUNNYSIDE SOUTHEAST REORGANIZATION**

WHEREAS, the City of Clovis desires to initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3, commencing with Section 56000 of the California Government Code, for the reorganization; and

WHEREAS, the specific changes of organization requested are annexation to the City of Clovis and detachment from the Fresno County Fire Protection District; and

WHEREAS, the territory proposed to be reorganized is inhabited, and on this day contains 5 voters, according to information received from the County Election Officer; and

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

WHEREAS, the proposal complies with the terms and standards of the tax sharing agreement between the City of Clovis and the County of Fresno; and

WHEREAS, on December 15, 2025, the City Council approved the Addendum to the Shepherd North EIR for the Project and associated annexation area, which is the subject of Perrin-Sunnyside Southeast Reorganization; and

WHEREAS, it is desired to provide that the proposed Perrin-Sunnyside Southeast Reorganization be subject to the following terms and conditions:

1. The regular assessment roll shall be utilized.
2. Each new development will be required to demonstrate adequate water availability and, if necessary, will be required to drill and test a well, and to connect it to the city water system.
3. The provisions of Article II, Annexation by City, as agreed between the City of Clovis and the County of Fresno pursuant to the June 6, 2017, Memorandum of Understanding, as amended from time to time, regarding tax sharing shall apply.
4. The applicants shall reimburse the City for any expense associated with the transition agreement for fire services with the Fresno County Fire Protection District that would apply to this proposal.

5. Pursuant to Government Code Section 56663, the City shall consent to the annexation and waive its rights to a hearing.
6. Prior to approval, recordation or filing of an annexation, tentative map, final map, parcel map, or site plan (Project), the property covered by the Project shall be included within or annexed to a Community Facilities District (CFD), established by the City for the provision of public facilities and services, for which proceedings have been consummated, and shall be subject to the special tax approved with the formation or annexation to the CFD.

The applicant and the property owner acknowledge and agree that if the Project was not part of a CFD, the City might lack the financial resources to operate facilities and provide public services, such as police protection, fire protection, emergency medical services, parks and recreation services, street maintenance, and public transit. Absent the requirement for inclusion of the Project within a CFD, the City might not be able to make the finding that the Project is consistent with the General Plan and relevant specific plans, and might not be able to make the findings supporting approval of the Project as required by the Subdivision Map Act and the California Environmental Quality Act, and the City might be required to deny the application for the Project.

The owner/developer shall notify all potential lot buyers prior to sale that this Project is a part of a Community Facilities District and shall inform potential buyers of the special tax amount. Said notification shall be in a manner approved by the City.

This requirement may be waived in the discretion of the City Council if, at the time of the approval, recordation, or filing of the Project, the City Council has determined that it is not necessary that the Project be included in the CFD.

WHEREAS, the terms and conditions above are the sole responsibility of the City of Clovis to monitor and enforce. The Fresno Local Agency Formation Commission will not be required to enforce the aforesaid terms and conditions as a responsible agency; and

WHEREAS, the reason for this proposed reorganization is to provide municipal services, local controls, and logical growth to the unincorporated area of the County that is remote from County services and undergoing urban development; and

WHEREAS, this annexation proposal is consistent with the City of Clovis' general plan land use diagram designation; and

WHEREAS, the City Council has reviewed and approved the master service plan for the subject change of organization; and

NOW, THEREFORE, THE CITY COUNCIL RESOLVES AND FINDS AS FOLLOWS:

1. The annexation of property within the boundaries set forth in **Attachment A** is in compliance with the Standards of Annexation as identified in the Memorandum of Understanding between the City of Clovis and the County of Fresno, which is commonly referred to as the Tax Sharing Agreement.
2. This Resolution of Application is hereby adopted and approved by the City Council of the City of Clovis, and the Fresno Local Agency Formation Commission is hereby requested to take proceedings for the reorganization of the territory as described in **Attachment A**, according to the terms and conditions stated above and in the manner provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

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The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on December 15, 2025, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: December 15, 2025

Mayor

City Clerk

ORDINANCE 25-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS CHANGING THE OFFICIAL ZONE MAP OF THE CITY OF CLOVIS IN ACCORDANCE WITH SECTION 9.080.020 OF THE CLOVIS MUNICIPAL CODE TO PREZONE THE PROPERTIES WITHIN THE QUAIL RUN NEIGHBORHOOD FROM THE FRESNO COUNTY R-R (RURAL RESIDENTIAL) ZONE DISTRICT TO THE CLOVIS R-R (RURAL RESIDENTIAL) ZONE DISTRICT

WHEREAS, Quail Run Group, (“Applicant”), 9431 N. Purdue Avenue, Clovis, CA 93619, has applied for a Prezone 2024-008 (“R2024-008”); and

WHEREAS, the Applicant’s request is to prezone approximately 40.62 acres from the Fresno County R-R (Rural Residential) Zone District to the Clovis R-R (Rural Residential) Zone District in the County of Fresno (“Project”); and

WHEREAS, after consultation with the Fresno Local Agency Formation Commission (LAFCo) regarding the Applicant’s proposal, the annexation boundary consists of a logical boundary creating the need to expand the prezoning application to include the full annexation boundary, including prezoning the 18 properties to the Clovis R-R Zone District (“Prezone”); and

WHEREAS, the Planning Commission held a duly noticed public hearing on November 20, 2025, to consider the Project approval, at which time interested persons were given opportunity to comment on the Project; and

WHEREAS, the Planning Commission voted and adopted a resolution recommending that the City Council approve R2024-008; and

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

WHEREAS, the City published notice of the public hearing in *The Business Journal* on Friday, November 28, 2025, mailed public notices to property owners within 600 feet of the Project site more than ten (10) days prior to the City Council hearing, and otherwise posted notice of the public hearing according to applicable law; and

WHEREAS, R2024-008 is in keeping with the intent and purpose of the City’s Zoning Ordinance; and

WHEREAS, the City Council held a duly noticed public hearing on December 15, 2025, to consider approval of R2024-008; and

WHEREAS, the City Council considered the Addendum to the Shepherd North Environmental Impact Report (EIR) in the staff report and elsewhere in the Administrative Record, which determined the Project will have no changes in the environmental conditions on the properties not previously contemplated and analyzed in the Shepherd North EIR that would result in new or

substantially more severe impacts. Therefore, a subsequent EIR is not required per the California Environmental Quality Act Guidelines section 15162; and

WHEREAS, the City Council has had an opportunity to review and consider 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, which are incorporated herein by this reference (“Administrative Record”).

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

1. The Project satisfies the required findings for approval of a prezone, as follows:
 - a. The proposed amendment is consistent with the goals, policies, and actions of the General Plan;
 - b. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City; and
 - c. The parcel is physically suitable (including absence of physical constraints, access, compatibility with adjoining land uses, and provision of utilities) for the requested zoning designations and anticipated land uses/ projects.
2. The bases for the findings are detailed in the December 15, 2025, staff report, the entire Administrative Record, as well as the evidence and comments presented during the public hearing, which are hereby incorporated by reference.
3. The Clovis Planning Commission recommends that the City Council approve R2024-008.

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

Section 1 The official map of the city is amended in accordance with Section 9.08.020 and Chapter 9.86 of the Clovis Municipal Code by rezoning certain land in the City of Clovis, County of Fresno, State of California, to wit:

LEGAL DESCRIPTION:

See the attached **Attachment A**.

From the Fresno County R-R Zone District to the Clovis R-R (Rural Residential) Zone District;

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

APPROVED: December 15, 2025

Mayor

City Clerk

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The foregoing Ordinance was introduced and read at a regular meeting of the City Council of the City of Clovis held on December 15, 2025, and was adopted at a regular meeting of said Council held on January 5, 2026, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: January 5, 2026

City Clerk

PERRIN-SUNNYSIDE SOUTHEAST REORGANIZATION**ANNEXATION TO THE CITY OF CLOVIS AND****DETACHEMENT FROM THE FRESNO COUNTY****FIRE PROTECTION DISTRICT****LEGAL DESCRIPTION**

That portion of The Southwest Quarter and Northwest Quarter of Section 21, in Township 12 South, Range 21 East, Mount Diablo Base and Meridian, described as follows:

Commencing at a point being 30.00 feet North and 20.00 feet East of the Southwest corner of said Section 21, said point being the most Easterly Southeast corner of the Shepherd-Sunnyside Northwest Reorganization, recorded December 19, 2018 as Document No. 2018-0150987, Fresno County Records; thence

(1) North 00°53'28" West along the existing City Limit Line of the City of Clovis and the boundary of said Shepherd-Sunnyside Northwest Reorganization, parallel with and 20.00 East of the West line of said Southwest Quarter, a distance of 1,293.66 feet; thence

(2) North 89°20'24" East, a distance of 20.00 feet to the **TRUE POINT OF BEGINNING**; thence

(3) North 00°53'28" West, along a line parallel with and 40.00 feet East of said West line, along said boundary, a distance of 1,308.59 feet; thence

(4) Northeasterly along a tangent curve, along said boundary, concave Southeasterly, having a radius of 15.00 feet, through a central angle of 90°14'50", a distance of 23.63 feet to the intersection with the North line of said Southwest Quarter; thence

(5) South 89°21'22" West, along the existing City limit line of the City of Clovis and the boundary of the Shepherd-Sunnyside Northwest Reorganization, a distance of 5.10 feet; thence

(6) North 00°54'12" West, along the existing City limit line of the City of Clovis and the boundary of Behymer-Sunnyside Southwest Reorganization, recorded October 14, 2024 as Document No. 2024-0094582, Fresno County Records, a distance of 60.00 feet; thence

(7) North 89°21'22" East, parallel with and 60.00 feet said North line, a distance of 1,269.70 feet; thence

(8) South 00°53'09" East, along the existing City Limit Line of the City of Clovis, also being the boundary of the Shepherd-Sunnyside Reorganization, recorded August 26, 2024 as Document No. 2024-0077001, Fresno County Records, a distance of 1,383.30 feet; thence

(9) South 89°20'24" West, along last said boundary, a distance of 1,279.53 feet to the **TRUE POINT OF BEGINNING**.

Contains **40.62** acres more or less

Dated: December 9, 2025

Revised:

For assessment purposes only. This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described.

FOR THE BENEFIT OF THE CITY OF CLOVIS

FREE RECORDING IN ACCORDANCE WITH CALIFORNIA
GOVERNMENT CODE SECTIONS 6103 AND 27383

RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL TO:

City of Clovis
1033 Fifth Street
Clovis, California 93612
ATTN: City Manager

QUAIL RUN 18 ANNEXATION AGREEMENT

APN XXX-XXX-XX

This Quail Run 18 Annexation Agreement (“**Agreement**”) is entered into as of _____, 2025, between the City of Clovis, a California municipal corporation and general law city (“**City**”), and XXXXX (“**Owner**”) with respect to the following recitals, which are a substantive part of this Agreement. Each of the City and each Owner is a “**Party**” and are collectively the “**Parties**.”

RECITALS

- A. Owner owns the real property in the County of Fresno, State of California, identified as Assessor’s Parcel Number XXX-XXX-XX and located at XXXX E. Street Avenue (“**Property**”). The legal description of the Property is described in **Exhibit A** attached hereto and incorporated herein.
- B. The Property is one of eighteen properties in a neighborhood known as Quail Run (“Quail Run Neighborhood”) and is currently zoned Fresno County R-R (Rural Residential) and is improved with a single-family home and other structures and improvements consistent with uses, standards and setbacks allowed in Fresno County R-R Zone District.
- C. The Property is located in an area within the City’s Sphere of Influence, and Owner desires to have the Property annexed into the City along with the other seventeen parcels comprising the Quail Run Neighborhood.
- D. Annexation is at the Owner’s request to facilitate Owner’s desire to access City’s domestic water system and services, but Owner desires to maintain the existing rural residential lifestyle on the Property following annexation.

- E. The Property is consistent with the City's 2014 General Plan land use designation of Rural Residential (R-R), and Owner and City desire that the Property may be pre-zoned to the Clovis R-R (Rural Residential) Zone District as part of the annexation.
- F. The City's annexation of the Property will require the Owner to construct and pay for necessary water system infrastructure improvements in order for the Property to have access to and be served by the City's domestic water system in accordance with applicable City ordinances and payment of applicable City fees.
- G. Consistent with the City's 2014 General Plan, the Parties expect the Property will retain its existing rural residential nature following the City's annexation in accordance with the terms and conditions of this Agreement.
- H. The City of Clovis Water System and its customers are required to comply with State regulations; including the requirements of the Sustainable Groundwater Management Act (SGMA), the North Kings Groundwater Sustainability Agency (NKGSA), and Water Conservation Legislation. By connecting to the City of Clovis Water system, customers acknowledge and agree to comply with such requirements. Noncompliance with such requirements may result in fines or water shut offs as outlined in the City of Clovis Municipal Code.
- I. City is willing to consider and pursue annexing the Property only with Owner's agreement to the terms and conditions set forth in this Agreement, and Owner is willing to enter this Agreement so that the City will pursue annexing the Property.

NOW, THEREFORE, for the consideration set forth herein, the parties agree as follows.

AGREEMENT

ARTICLE I

TERM OF AGREEMENT

This Agreement shall only be effective upon the annexation of the Property into the City and except as provided in the following sentence, shall thereafter be perpetual in terms and shall run with the Property. Should use of the Property intensify (as defined in Section 2.10 below) following annexation, this Agreement shall terminate and all City ordinances, policies, and standards then in effect shall govern the Property and be complied with by Owner or Owner's successors, heirs, and assigns; provided, however, all legal nonconforming improvements situated on the Property at the time of annexation and all improvements legally made to or on the Property after annexation shall be deemed legal nonconforming if and to the extent that they do not comply. The provisions of this Article I shall survive the termination of this Agreement as to the Property.

ARTICLE II BENEFITS TO OWNER

Section 2.1 Permitted Uses. The following uses shall be allowed on the Property following annexation:

- (a) Those uses to which the Property is currently put at the time of annexation;
- (b) Accessory structures meeting the setback requirements for accessory structures set forth in Fresno County Ordinance 822.3.100H.3; and
- (c) Those uses permitted under the City's Municipal Code after annexation.

Legally non-conforming uses under the Fresno County Code may only be allowed to continue if Owner can demonstrate that the non-conforming use was approved under a pre-existing Fresno County Code and the time to remove the non-conformity has not expired.

Section 2.2 Farm Animals. Owner may keep farm animals to the extent the keeping of farm animals was lawfully allowed to exist under the Fresno County Code for properties zoned R-R (Rural Residential) at the time of annexation, or, if more expansive, as otherwise lawfully allowed under City's Municipal Code for the designated zoning upon annexation.

Section 2.3 Use of Water Wells. Owner may continue to use existing water well(s) on the Property and defer connection to the City's municipal water system, even if a City water service connection is available to the Property. At any time in the future, Owner shall be required, upon receipt of written notice from City with no less than ninety (90) days notice, to install a water meter for each water well on the Property as approved by the City. Owner shall be subject to applicable fees, utility rates, and charges as stated in the City's Municipal Code or approved by City Council resolution for use of a private supply water well and a charge for groundwater use or over-drafting. It is understood that the City is a member of the NKGSA and subject to the NKGSA's Groundwater Sustainability Plan ("GSP") and understood that the City is solely responsible for compliance with applicable State law, including SGMA, and mitigating the impacts of groundwater pumping within its jurisdiction. Use and maintenance of the on-site private water supply system will remain solely the Owner's responsibility, and any water well must be kept and maintained in a condition consistent with applicable Fresno County Environmental Health Department standards as if the Property were still in the unincorporated area of the County of Fresno. The City is not responsible for existing well water quality or any changes to well water quality after annexation, and the Owner shall be solely responsible for any and all compliance with applicable water quality standards. Owner shall comply with applicable State law and regulations, including SGMA, applicable provisions of the City's Municipal Code, and lawful directives from the NKGSA pertaining to water wells and groundwater use.

- (a) If a new well becomes necessary on the Property, Owner shall comply with the City's Municipal Code with respect to the permitting, drilling and completion thereof. The drilling, deepening, and abandonment of any wells shall also be

permitted, drilled and completed in accordance with the City's Municipal Code and applicable State and County standards for wells in effect at the time.

- (b) If Owner connects the Property to the City's municipal water system after annexation, Owner may continue to use the existing well(s) on the Property, including maintenance, and metering consistent with this section, solely for landscaping purposes so long as no cross-connection is made between the well(s) and any residence now or hereafter constructed on the Property, and Owner installs a back flow prevention device in accordance with applicable City standards.
- (c) A City water service connection will be deemed available to the Property if (i) the Property is within the City limits, and (ii) a water service connection has been constructed and is available for use in any public street, easement, or right-of-way adjacent to the Property in accordance with the applicable sections of the City of Clovis Municipal Code.
- (d) With any connection to the City's municipal water system, Owner shall be responsible for making such connection in accordance with applicable City standards and requirements, including, without limitation, the payment of all costs associated with the connection, payment of applicable City connection fees, and payment of any costs related to the physical construction to connect in accordance with the applicable sections of the City's Municipal Code.

Section 2.4 Use of Septic Tanks. Owner may continue to use and maintain the existing septic tank or pit on the Property, even if a City sewer service connection is available to the Property. Use and maintenance of the existing system will remain solely the Owner's responsibility, and the septic system must be kept and maintained in a condition consistent with State requirements and Fresno County Environmental Health Department standards as if the Property were still in the unincorporated area of the County of Fresno. If a septic system fails, the onsite septic system may be repaired or replaced in accordance with State, County, and City standards for septic systems in effect at the time.

After annexation, and within three (3) years of a sewer service connection being available to the Property, Owner shall either connect to the City sewer system or obtain a written deferral from the City under the criteria set forth below. Connection or deferral is only required upon City notification to the Owner of the need to connect to the City sewer system and shall not be unreasonably denied.

Deferral of connection to the City's sewer system is authorized only if each of the following Deferral Criteria (a-e immediately below) is satisfied at the time deferral commences and remains satisfied throughout the deferral period:

- (a) The septic system must comply with current State standards at the time deferment is requested.
- (b) The septic system may not have leach fields or tanks within areas that are flood irrigated.

- (c) Owner must provide a diagram of the septic system's location and proof that the septic system is in good working order. The diagram and acceptable proof may be provided by having a licensed septic company inspect the septic system and provide documentation that the system is functioning properly and of a design that meets State standards.
- (d) A deferment must be renewed every ten (10) years until the septic system on the Property is abandoned or removed in accordance with applicable State, County, and City standards in effect at the time and the Property is connected to the City's sewer system.
- (e) Owner must be in compliance with the City's Municipal Code in all respects except as otherwise specifically authorized in this Agreement.

Notwithstanding the foregoing and any authorized deferral, upon any Intensification of use as set forth in Section 2.10 of this Agreement, Owner shall connect to the City sewer system if it is available to the Property. A sewer service connection will be deemed available to the Property if: (i) the Property is within the City limits, and (ii) a sewer service connection has been constructed and is available for use in any public street, easement, or right-of-way adjacent to the Property in accordance with the applicable sections of the City of Clovis Municipal Code.

With any connection to the City's sewer system, Owner shall be responsible for making such connection in accordance with applicable City standards and requirements, including, without limitation, the payment of all costs associated with the connection, payment of applicable City connection fees, and payment of and any costs related to the physical construction to connect in accordance with the applicable sections of the City's Municipal Code.

Section 2.5 Solid Waste Service. Owner shall have the choice of changing to City solid waste service immediately, or staying with their existing franchised service provider through the County for up to five (5) years from the date of annexation. City's basic residential refuse, recycling and organics service is centered on urban waste production. All City residents are required to have refuse, recycling and organics toters. Rural residential properties can generate waste material in quantities or types that require additional services above City's standard waste pickup. Street Sweeping services will not be provided on streets that are not constructed to City of Clovis standards and do not have a curb and gutter. Therefore, when Owner is ready to change to City service it will be necessary to work directly with City's solid waste division to determine the best way City can service Owner's solid waste needs.

Section 2.6 E. Lexington and N. Purdue Avenues. Owner, as part of the Quail Run Neighborhood, agrees to fund street maintenance work to bring the condition of the pavement to City standard and no less than a pavement condition index of ninety (90) as a condition precedent to the City assuming maintenance responsibility of the street. If street lighting is desired by a majority of the eighteen property owners comprising the Quail Run Neighborhood, or deemed necessary by the City, Owner, as part of the Quail Run Neighborhood, shall be responsible for providing funding for the installation and perpetual maintenance of street lighting in accordance with applicable City standards, which may include

the formation of or annexation to an assessment district or community facilities district for such purposes in accordance with applicable law.

Section 2.7 Storm Drainage. Storm drainage from each parcel in the Quail Run Neighborhood is addressed through on-site drainage basins and easements per Tract Map 3286 recorded on November 17, 1980. The City played no role in the design or approval of the on-site drainage basins and easements, and no alteration to the existing storm drainage patterns in the Quail Run Neighborhood is proposed or approved by the City as part of this annexation. Owner hereby releases City from any liability for storm drain improvements and patterns existing at the time of annexation, and Owner waives any claim against City or right to claim against the City for any damages or negative impacts to the Property caused by storm drainage after annexation.

Section 2.8 Conditions for Annexation; Improvements.

- (a) City and Owner shall cooperate in causing the following conditions and requirements to be satisfied prior to recordation of annexation of the Property:
 - (1) The Property shall be included within or annexed to a Community Facilities District (CFD), established by the City for the provision of public facilities and services, for which proceedings have been consummated, and shall be subject to the special tax approved with the formation or annexation to the CFD.
 - (2) Owner acknowledges and agrees that if the Property were not part of a CFD, the City might lack the financial resources to operate facilities and provide public services to the Property at the same or similar level(s) as elsewhere in the City, such as police protection, fire protection, emergency medical services, park and recreation services, street maintenance and public transit.
 - (3) Owner hereby requests annexation to and shall provide a duly executed covenant for annexation to the City's Landscape Maintenance District (LMD) no later than thirty (30) after the Property is annexed to the City. Owner acknowledges and agrees that this request serves as a petition pursuant to applicable California law, including without limitation, CA Const., Art. XIII D, Gov. Code section 53750, et seq., and a waiver and written consent to annexation to the LMD as described in Streets and Highways Code section 22608, without the right of a hearing or majority protest proceeding, and no property owner ballot election shall be required for the establishment of the initial assessment. The assessment for the Property shall be obtained from the City for the tax year following annexation. The annual assessment is subject to change and is subject to an annual change in the range of the assessment in the amount of the Consumer Price Index (CPI), U.S. City Average, All Urban Consumers (CPI Index), plus two percent (2.0%).

- (4) Owner shall pay City for the Property's fair share of the \$43,802.07 payment the City must make pursuant to the transition agreement for fire services with the Fresno County Fire Protection District associated with the annexation of the Quail Run Neighborhood, and such payment by Owner to City must be made within thirty (30) days following Council action and prior to LAFCo's consideration on the Quail Run Neighborhood annexation. Interest shall accrue at the rate of ten percent (10.0%) per annum compounded annually on any unpaid amount after said thirty days.
 - (5) Owner shall grant City all necessary public utility easements required by City for any public street(s) owned or maintained by City adjacent to the Property.
 - (b) Water System Improvements to serve the Quail Run Neighborhood. Owner shall be required to cooperate and participate with the Quail Run neighborhood in installing and constructing public potable water facilities in accordance with current City Standard Specifications and Standard Drawings so that the City's municipal water system can serve the Quail Run neighborhood and a City water service connection to the City's municipal water system is available to the Property following annexation. The facilities shall include, but not be limited to, the following, and shall be completed and accepted by the City.
 - (1) Water mains in Sunnyside Avenue, Lexington Avenue, Purdue Avenue and Perrin Road necessary to make a City water service connection available to the Property.
 - (2) Fire hydrants to serve the Quail Run neighborhood.
 - (3) Cost of Water System Improvements. Owner and the other owners of property in the Quail Run neighborhood may decide among themselves and any third party(ies) how the improvements will be installed and constructed to satisfy this Section 2.8(b) and how the costs of such improvements will be divided or paid.
 - (c) Individual Water System Improvements to Serve the Property. Owner shall be required to provide the following improvements in accordance with the applicable City standards and requirements at the time the Property is connected to the City's municipal water system.
 - (1) One (1) service lateral from an available water main adequate to provide for domestic uses on the Property.
 - (2) One (1) service lateral from an available water main adequate to provide for landscape irrigation uses on the Property.

- (3) Back flow prevention device(s) in accordance with applicable City Standards.
- (d) Public Improvements upon Intensification in Use of the Property. Except as otherwise provided in this Agreement, Owner shall not be required to install additional improvements on the Property or adjacent to the Property prior to Intensification as defined in Section 2.10 below. Owner may be required to install improvements following Intensification as described in Section 2.10 below, and such improvements may include, but are not limited to, public street improvements, wet and dry utility facilities, and storm drainage facilities that serve the Property.
- (e) Water Main Connection Fees/Charges Distribution. Owner is responsible to pay their individual connection fees/charges for the Property in accordance with Section 6.5.203 of the City's Municipal Code. In lieu of this payment method of fees, all owners of properties in the Quail Run neighborhood agree to combine all applicable individual water main connection fees/charges for the properties in the neighborhood and redistribute them equally to all owners, and City agrees to such equal distribution and payment as satisfying the connection fees/charges for the Property.

Section 2.9 Addressing. Owner acknowledges that as part of the annexation process, the Property will be required to change from a County address to a City address. The address change will be in accordance with City policy. Changing to a City address will allow Clovis Police and Clovis Fire to accurately dispatch calls for service to the Property without delay.

Section 2.10 Intensification in Use. The provisions of this Agreement intended to protect Owner's right to maintain the existing rural residential lifestyle on the Property following annexation shall remain in effect and run with the land so long as use of the Property does not intensify after annexation. Intensification may occur upon the City's approval of an applicable rezone application, subdivision map, parcel map, parcel map waiver, lot line adjustment, or building permit that allows a use that is considered an intensification hereunder. Any intensification as provided herein, whether or not approved by City, shall result in the termination of this Agreement, except for the provisions and requirements in Section 2.8 herein which shall continue to be binding on the parties following intensification, and the Property shall immediately be subject to applicable provisions of the City's Municipal Code. **"Intensification"** and **"Intensify"** mean the following:

- (a) Subdivision of the Property into any density greater than 0.5 Units/Acre (2-acre parcels). If, after annexation, the Property is subdivided into a density greater than 0.5 Units/Acre, this Agreement shall terminate, and the Property and all newly created parcel(s) shall be subject to applicable provisions of City's Municipal Code.
- (b) The addition of additional residential units without subdivision, except that up to one (1) second residential unit, one (1) accessory dwelling unit, and one (1) junior accessory dwelling unit shall be allowed on the Property as permitted by City's accessory dwelling unit ordinance and state legislation, and such development shall

not be deemed an intensification of use. Outbuildings and other improvements that are not dwelling units (e.g., barns, shops, sheds, shade structures, swimming pools, pool house, fountains, etc.) may be constructed on the Property consistent with applicable City zoning requirements and development standards (as modified herein) and such improvements shall not be deemed an Intensification of use.

- (c) The rezone of the Property to anything other than residential, use of the Property for commercial, office, or industrial uses, or the development of commercial, office, or industrial structures on the Property, except that home offices and any other uses identified and authorized in this Agreement or the City's Municipal Code shall not be an Intensification of use.

ARTICLE III BENEFITS TO CITY

Section 3.1 Consent to Annexation. Owner consents to annexation of the Property in accordance herewith. As such, Owner agrees to sign any request by the City, the County, and LAFCo to consent to annexation of Owner's Property

Section 3.2 Failure to Consent to Annexation. If Owner fails to consent to annexation as required hereunder, or if Owner, any subsequent owner of the Property, or any registered voter residing on the Property objects to or withdraws consent to the City's annexation of the Property, this Agreement shall be null and void as to the Property even if annexation is ultimately approved and the Property is annexed.

Section 3.3 Non-Precedent Setting. This Agreement is unique to Owner and the Property and the circumstances surrounding the annexation and in no way shall be considered precedent setting, persuasive, or binding on the City in any other circumstance.

ARTICLE IV MISCELLANEOUS

Section 4.1 Voluntary Agreement; Construction; Authority. The Parties represent that they have read this Agreement in full and understand and voluntarily agree to all of its provisions. The Parties each further declare that prior to signing this Agreement they apprized themselves of relevant information through sources of their own selection, including but not limited to consulting or having the opportunity to consult with legal counsel of their own choosing. In executing this Agreement, no Party has relied upon any statements of any other Party or any third party concerning the meaning or import of this Agreement or any portion thereof. This Agreement was negotiated between the Parties at arm's length and was prepared by and among each Party and/or their duly appointed attorneys or representative(s). Accordingly, the Parties expressly waive the provisions of Civil Code section 1654 and acknowledge and agree that the Agreement shall not be deemed prepared or drafted by any one Party, and shall be construed accordingly. The Parties further represent that they have, as of the date of execution of this Agreement, the legal capacity and authority to sign this Agreement.

Section 4.2 Severability. If any section of this Agreement is found by competent authority to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of such section in every other respect and the remainder of this Agreement shall continue in effect so long as the Agreement still expresses the intent of the Parties. However, if the intent of the Parties cannot be preserved, this Agreement shall be renegotiated to provide each Party with the benefits originally intended hereunder.

Section 4.3 Integration. The Recitals set forth above are hereby incorporated in and made a part of this Agreement by this reference. This Agreement contains the entire and only understanding between the Parties with respect to the subject matter hereof and supersedes any prior or collateral agreements, negotiations, and communications in connection with the subject matter covered herein, whether oral or written, and any warranty, representation, promise, or condition in connection therewith not incorporated herein shall not be binding upon any Party.

Section 4.4 Conflict with Law. To the extent this Agreement contains provisions in conflict with State or federal law, including judicial or administrative decisions, the State or federal law shall control. Notwithstanding the foregoing, this Agreement shall control over inconsistent provisions in the City's Municipal Code, as it exists on the date of this Agreement.

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[Signatures on next page]

WHEREFORE, the Parties hereto, by their signatures below, enter into this Agreement.

CITY OF CLOVIS

Signed: _____
By: Andrew Haussler, City Manager

Dated: _____

ATTEST:

Signed: _____
By: Briana Parra, City Clerk

Dated: _____

OWNER

Signed: _____
By: _____

Dated: _____

Signed: _____
By: _____

Dated: _____

OWNER SHALL ATTACH NOTARY ACKNOWLEDGMENT.

EXHIBIT A
LEGAL DESCRIPTION

INPUT FOR EACH PAREL

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

State of California)
County of Fresno)

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

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

WITNESS my hand and official seal.

Signature _____



CITY *of* CLOVIS

PLANNING & DEVELOPMENT

1033 FIFTH STREET • CLOVIS, CA 93612

SPECIFIC SERVICE PLAN PERRIN-SUNNYSIDE SOUTHEAST REORGANIZATION RO313

1.1 INTRODUCTION

A Site Specific Service Plan for providing services and improvements to land being annexed to the City is required by the Fresno Local Agency Formation Commission (LAFCo). The site specific service plan provides assurance to LAFCo that newly annexed land to the City will be properly served as urban territory. The service plan also provides information to property owners, districts and interested parties who may have projects underway within the vicinity of the proposed annexation.

On November 20, 2025, the Clovis Planning Commission conducted a noticed public hearing and adopted a resolution recommending approval of the following applications:

- a. Approval of an addendum to the Environmental Impact Report adopted for Shepherd North for the Quail Run Annexation.
- b. R2024-008, Approval of a request to prezone the properties within the Quail Run Neighborhood from the Fresno County R-R (Rural Residential) Zone District to the Clovis R-R (Rural Residential) Zone District.

On December 15, 2025, the Clovis City Council conducted a noticed public hearing and took action to approve the following applications:

- a. Approval of an addendum to the Environmental Impact Report adopted for Shepherd North for the Quail Run Annexation.
- b. RO313, A resolution of the City Council approving an application for the Annexation of the Territory known as the Perrin-Sunnyside Southeast Reorganization area (±40.62 acres).
- c. R2024-008, Approval of a request to prezone the properties within the Quail Run Neighborhood from the Fresno County R-R (Rural Residential) Zone District to the Clovis R-R (Rural Residential) Zone District.

On December 15, 2025, the Clovis City Council adopted a resolution addressing Reorganization RO313, requesting the Fresno Local Agency Formation Commission (LAFCo) take proceedings for the reorganization of the territory known as the Perrin-Sunnyside Southeast Reorganization.

1.2 SERVICES EXISTING OR PROPOSED

1. Community Water Service

The Water Master Plan Update, completed in 2017, by Provost & Pritchard Consulting Group, was prepared to support the 2014 Clovis General Plan, and the development plans therein. The plan examined the feasibility of continued growth in the greater Clovis area from a water resource perspective. This included a review of existing and future demands for water from surface, groundwater, and reclaimed water. The study area corresponded with the General Plan planning area. The 2015 Urban Water Management Plan updated the water supply and demand issues identified in the 2017 Master Plan.

The City and Tarpey Village have 37 domestic water wells to provide for the needs of its residents. Some of these have wellhead treatment facilities to treat contaminated groundwater. The wells discharge water into a distribution main grid, based on a minimum of 12-inch mains, spaced at half-mile intervals. The present water storage facilities consist of one elevated tank and three ground level tanks. The total storage capacity is 7 million gallons.

The City began operations of the Surface Water Treatment Facility, located on the Enterprise Canal on the east side of Clovis, in 2004. Kings River water is supplied to the plant via Fresno Irrigation District's (FID) Enterprise Canal. This 15 million gallon-per-day (MGD) plant allows Clovis to serve existing users and new growth areas, while lessening the demand on groundwater. In 2014, treatment capacity at the SWTF was increased to 22.5 MGD.

In 2009, the City began operation of the Water Reuse Facility (WRF) to treat wastewater from a portion of the City's growth areas. In 2012, the City began using recycled water from this facility to irrigate public landscapes. At build-out of the system, this facility will be able to produce 8.4 MGD of recycled water.

The strategy for future water supply is termed "conjunctive use" where multiple elements are used to provide a secure long-term supply. It includes using both groundwater and treated surface water to ensure a secure drought-resistant water supply with the flexibility to use surface and groundwater supplies in a cost and operationally-efficient manner. This strategy is conducive to phased development that is critical to both community approval and existing operational constraints.

Water systems for newly developed areas, such as the project site, will be financed by development fees, assessment districts, and capital facilities funding. Additional surface water supplies for certain growth areas will be financed by the Water Supply development fee.

2. Water

The following water conditions have been placed on the project per the annexation agreement:

- a. Water System Improvements to serve the Quail Run Neighborhood. Owner shall be required to cooperate and participate with the Quail Run neighborhood in installing and constructing public potable water facilities in accordance with current City Standard Specifications and Standard Drawings so that the City's municipal water system can serve the Quail Run neighborhood and a City water service connection to the City's municipal water system is available to the Property following annexation. The facilities shall include, but not be limited to, the following, and shall be completed and accepted by the City.
 - i. Water mains in Sunnyside Avenue, Lexington Avenue, Purdue Avenue and Perrin Road necessary to make a City water service connection available to the Property.
 - ii. Fire hydrants to serve the Quail Run neighborhood.
 - iii. Cost of Water System Improvements. Owner and the other owners of property in the Quail Run neighborhood may decide among themselves and any third party(ies) how the improvements will be installed and constructed pursuant to this **Error! Reference source not found.**(b) and how the costs of such improvements will be divided or paid.

- b. Individual Water System Improvements. Owner shall be required to provide the following improvements in accordance with the applicable City standards and requirements at the time they wish to connect to City water.
 - i. One (1) service stub for domestic uses on the Property.
 - ii. One (1) service stub for landscape irrigation uses on the Property.
 - iii. Back flow prevention device(s) in accordance with applicable City Standards.

3. Wastewater

The Fresno-Clovis Regional Wastewater Treatment Facility serves the Fresno and Clovis urban area from its location southwest of the two cities. The City of Clovis owns and maintains sewer lines within the City Sphere of Influence, with the exception of the Tarpey Village area, which is maintained by the City of Fresno. The City operates the Water Reuse Facility which treats wastewater from a portion of the City and provides recycled water for use in public landscapes. This facility will be expanded as required to serve portions of the northwest and northeast growth areas. The City does not have sewer collection facilities constructed for the entire current Sphere of Influence at this time, but all areas have been master planned.

The Clovis Wastewater Master Plan Update in 2017 provided the City with a course of action with respect to wastewater service needs through the year 2035, in keeping with the Clovis General Plan.

Wastewater facilities for newly developed areas will be financed by development fees, assessment districts, and capital facilities funding.

The following sewer conditions have been placed on the project per the annexation agreement:

- i. The septic system must comply with current State standards at the time deferment is requested.
- ii. The septic system may not have leach fields or tanks within areas that are flood irrigated.
- iii. Owner must provide a diagram of the septic system's location and proof that the septic system is in good working order. The diagram and acceptable proof may be provided by having a licensed septic company inspect the septic system and provide documentation that the system is functioning properly and of a design that meets State standards.
- iv. A deferment must be renewed every ten (10) years until the septic system on the Property is abandoned or removed in accordance with applicable State, County, and City standards in effect at the time and the Property is connected to the City's sewer system.
- v. Owner must be in compliance with the City's Municipal Code in all respects except as otherwise specifically authorized in this Agreement.

4. Dedications and Street Improvements

The following street conditions have been placed on the project:

- i. E. Lexington and N. Purdue Avenues. Owner, as part of the Quail Run Neighborhood, agrees to fund street maintenance work to bring the condition of the pavement to City standard and no less than a pavement condition index of 90 as a condition precedent to the City assuming maintenance responsibility of the street. If street lighting is desired by a majority of the eighteen property owners comprising the Quail Run Neighborhood, or deemed necessary by the City, Owner, as part of the Quail Run Neighborhood, shall be responsible for providing funding for the

installation and perpetual maintenance of street lighting in accordance with applicable City standards, which may include the formation of community facilities district for such purposes in accordance with applicable law.

5. Solid Waste Collection

Owner shall have the choice of changing to City solid waste service immediately, or staying with their existing franchised service provider through the County for up to five (5) years from the date of annexation. City's basic residential refuse, recycling and organics service is centered on urban waste production. All City residents are required to have refuse, recycling and organics totes. Rural residential properties can generate waste material in quantities or types that require additional services above City's standard waste pickup. Street Sweeping services will not be provided on streets that are not constructed to City of Clovis standards and do not have a curb and gutter. Therefore, when Owner is ready to change to City service it will be necessary to work directly with City's solid waste division to determine the best way City can service Owner's solid waste needs.

6. Fire Protection

The Fire Department employs two primary measures in determining service for the community and future development. The first measure is distribution. "Distribution" describes station locations that allow for a rapid first-due response deployment to mitigate fire and medical aid emergencies before they result in further life/property loss. Distribution is measured by how much of the jurisdiction is covered by first due units within our adopted response time goal of arrival within 5 minutes or less 90% of the time. The second term, "concentration" is a measure of how many multiple units are within sufficient proximity to provide the necessary tools, equipment and personnel, known as an effective response force, for a large scale incident or when another unit is assigned to a concurrent emergency. An initial effective response force is one that has been determined likely to stop the escalation of a fire emergency and bring it effectively under control.

In addition to these factors, Clovis Fire has conducted several station location studies over the last ten years to ensure efficient and effective operations. Stations have generally been located in between 4.5 to 5 mile squares near major street intersections. Previous studies identified various station configurations that could serve City growth depending on the type of development and infrastructure planned for these areas. Currently, the Clovis Fire Department operates out of five fire stations located throughout the City.

In determining desired levels of resource concentration to maintain existing standards and to provide equal protection to future growth areas, the Clovis Fire Department analyzed the risk assessment, call volume, population, critical task analysis, and industry standards. Depending on the factors previously noted, the number of units needed for an initial effective response force are dispatched as defined in the Critical Task Analysis document.

Consideration for community protection must also take into account utilization of Automatic Aid Agreements that provide the closest available resources, regardless of jurisdiction. Using software programs and data from neighboring jurisdictions, fire staff are able to analyze the concentration of units revealing detailed information regarding the deployment of resources necessary to provide an effective fire fighting force within defined response time goals for a geographic area neighboring other fire protection districts.

The Emergency Services Bureau is responsible for providing the resources needed by Fire Department staff who respond daily to requests for emergency and non-emergency services from the citizens of Clovis through four divisions: Operations, Support Services, Training, and Communications. The Operations Division activities include: responding to fires, first responder medical services, mutual/automatic aid, mapping, apparatus replacement, etc. The Training Division activities include coordination of recruitment, testing and training of new employees, in-service training for all Department employees and coordinated use of the Fire Training Center. Support Services Division activities include: apparatus maintenance, facilities maintenance, station supplies, etc. The Communications Division has responsibility for

coordinating dispatch services to the Fire Department. Fire dispatch services are provided via a contract with the Fresno County Emergency Medical Services Division. Dispatch services coordinate the emergency response of all City fire resources and mutual or automatic aid resources. The Department continues to promote sound planning, economic efficiency, and effective use of the City resources while providing essential and valuable services.

The Life Safety and Enforcement Bureau is responsible for providing community risk reduction activities through two divisions: Fire Prevention and Emergency Preparedness. The Fire Prevention Division assists local businesses and building development through activities such as inspections and plan review to ensure safe occupancies comply with fire codes, standards, and local ordinances. Additional risk reduction is performed through public education where citizens learn about actions they can take to reduce their fire risk and learn emergency preparedness skills that are essential during times of crisis. Within the Bureau, the Investigations team has the responsibility to investigate all fires for cause and origin, and enforce minimum standards to safeguard life, health, property, and public welfare.

The Emergency Preparedness Division has the responsibility for preparing and carrying out emergency plans to protect property and the citizens of Clovis in case of actual or threatened conditions of disaster or extreme peril. This includes having an emergency plan in place, maintaining an Emergency Operations Center (EOC), ensuring policies and procedures are compliant with the National Incident Management System (NIMS) guidelines and exercises are conducted to evaluate system effectiveness. Within the Emergency Preparedness section are the Hazardous Materials Response Team and an Urban Search and Rescue Team. These teams are capable of responding to emergency incidents that require specialized tools, equipment, and personnel. Some funding for this division is augmented by state and federal grants.

The Fire Administration Division is responsible for supporting all department operations, administering the Accreditation program, and the development and administration of the Fire Department budget. Fire Administration provides administrative analysis, report preparation, coordination of programs, incident response data management, timekeeping, and other routine duties performed daily that support the delivery of emergency and non-emergency services. Fire Administration also identifies, writes, and manages grants to supplement funding for all Department programs.

7. Law Enforcement

The responsibility of the Police Department is to provide protection and police-related services to the community. The Department's mission is to do this in a manner that builds public confidence and improves the quality of life in Clovis. Police headquarters is located at the Clovis Civic Center. Currently, the Police Department is allotted for 112 sworn officers. The current ratio is 0.90 sworn officers per 1,000 residents. In accordance with the recommendations contained in the Police Department Master Service Plan, the Police Department will seek funding to achieve and maintain a ratio of 1.3 officers per 1,000 residents.

Police protection to the unincorporated areas is provided by the Fresno County Sheriff and California Highway Patrol. The City has a mutual aid assistance agreement with both agencies.

The operations of the Police Department, now and as the City grows, will be funded through the General Fund, Community Facilities District (CFD) fund, and grants. It is noted that continued annexation and development without proportionate increase in the funding of safety services will have an effect on the city's ability to maintain acceptable service levels. If unable to maintain acceptable service levels, the department will have to reduce response to certain calls and possibly eliminate other services altogether. This reduction of services will greatly impact our citizens and the quality of life in our community.

The Department is organized into three major divisions, which are composed of seven budgetary sections.

8. Parks & Recreation

The Parks Section provides maintenance to City parks, trails and trail lighting, street landscaping, City trees, and numerous recreational facilities, including playgrounds and picnic sites; maintains Old Town streetscape; and provides grounds maintenance at City administrative facilities. Some of these areas are maintained by Parks personnel, while others are maintained through contracts administered by the Parks section. Parks also provides support for civic activities such as hanging banners and decorating for Christmas, Rodeo Weekend, Big Hat Days, and Farmer's Market. The Parks Section administers the Landscape Maintenance District (LMD), which provides funding for maintenance of certain parks, trails, street landscaping, streetlights, and neighborhood architectural enhancement features for areas within the Landscape Maintenance District. All City owned landscaping that is not within the LMD is funded through the General Fund.

9. Transit Services

The Community Services Division administers various senior citizen programs at the Clovis Senior Activity Center. The Division also administers the City's Round-Up demand-response transit program, the fixed-route Stageline transit program, and administers the City's contract with Fresno Area Express (FAX). User fees, and state and federal transit funds and grants support the transit service.

10. Storm Drainage

Storm Drain responds to significant rainfall events by providing sand bags, pumping of flooded areas, monitoring stream channels, placing warning signage, and pumping temporary storm drain basins when needed. It also provides pre-storm cleaning of drain inlets to ensure debris do not hamper proper operation of the storm drain collection system. As development occurs, applicants will be required to construct storm drainage facilities in accordance with the standard and requirements of the Fresno Metropolitan Flood Control District. Specific conditions for improvements to the storm drainage system will be issued as development projects are proposed and approved.

11. Street Lighting

If street lighting is desired by a majority of the eighteen property owners comprising the Quail Run Neighborhood, or deemed necessary by the City, the Quail Run Neighborhood shall be responsible for providing funding for the installation and perpetual maintenance of street lighting in accordance with applicable City standards, which may include the formation of or annexation to an assessment district or community facilities district for such purposes in accordance with applicable law.

12. Schools

The City of Clovis and its sphere of influence lies primarily within the Clovis Unified School District (CUSD). The portion the sphere of influence within the Loma Vista Specific Plan, east of the Highland Avenue alignment lies within the Sanger Unified School District (SUSD). Only a small portion of the southwest area of the city lies in the Fresno Unified School District (FUSD). These districts are affected by residential growth in the Clovis area. The area of the City serviced by FUSD is fully built-out and future development within the City's sphere of influence will not affect this district.

13. Other Services

Pacific Gas and Electric (PG&E) provides gas and electrical service to the City of Clovis, its sphere of influence, and Fresno County. Electrical service is supplied by underground and overhead lines routed through three substations in the greater Clovis area. The hierarchy of establishing electrical power lines from generation stations to customers is as follows: transmission distribution; sub-transmission; and service. PG&E provides gas to customers through plastic and steel underground lines. Residents not serviced by PG&E use propane fuel.

14. Financing of Services and Facilities

The City Council has established fiscal policies that govern the city's financial administration and are designed to safeguard the City's assets, provide a stable funding base, and ensure that adequate accounting data are compiled. These accounting data allow for the preparation of various accounting reports such as the annual budget and the annual year-end financial report. Following are the financial policies that provide the basis for the financial direction of the city.

- The City's budget policy states that all operating budgets shall be balanced and ongoing costs will not exceed current revenues plus available fund balance that exceeds reserve requirements. The minimum reserve for any operational fund is 10% of the budgeted expenditures with the goal for reserves of 15% of budgeted expenditures unless capital borrowing or extraordinary fiscal conditions require that higher levels of reserves be maintained. As discussed during the five-year forecast, the General Fund target reserve is now set at 25%, the current General Fund reserve is approximately 16.5%. Budgetary and purchasing controls have been instituted that ensure adherence to the adopted budget.
- The Enterprise Funds are to be fully supported by user fees and charges, and the Internal Services Funds are to be funded at appropriate levels to ensure reasonable ability to respond to unforeseen events. Annually, the City has designated a contribution of general funds to the General Government Services Fund (an Internal Service Fund) to address the building space needs for new fire stations, safety training facilities, regional park facilities, business and industrial parks, upgrades and new technology for improved productivity, and major remodeling, repairs, or additions to existing facilities.
- The City will not issue long-term debt to cover current operations. The City will consider the issuance of long-term debt to purchase/build capital assets when those assets will benefit users over several years and it is determined that it is more equitable to spread the capital investment and financing costs of the asset to current and future users of the asset.
- Annually the City will have an independent audit of its financial records prepared by a certified public accountant pursuant to generally accepted auditing practices of the government finance industry and submit an annual financial report to the City Council by December 31 for the previous fiscal year.
- Fees for services will be charged directly to users of the services when appropriate and should cover the full cost of service delivery. Fees are to be reviewed on an annual basis to ensure that the fee is appropriate for the service provided compared to actual cost or an approved cost index.
- Development impact fees will be established to ensure that new growth pays the cost of infrastructure improvements and is not a burden to existing tax payers.
- The City will invest available cash assets in a manner consistent with the safeguards and diversity that a prudent investor would adhere to with primary emphasis on preservation of principal, sufficient liquidity to cover anticipated payment outflows, and high yields consistent with the first two goals. The City's investments will be consistent with Section 53601 of the Government Code of the State of California that identifies which types of investments are eligible for investment of public funds and the maximum percentage of an investment portfolio that is allowed for any one investment.

The City is in compliance with all of its financial policies.

15. California Environmental Quality Act (CEQA) Compliance

An addendum to the EIR conducted for the Shepherd North Project was prepared for this Project. The Addendum concludes that the proposed annexation and prezone of the existing subdivision will not cause

a new significant impact or substantially increase the severity of a previously identified significant impact. There have been no changes in the environmental conditions on the Property not previously contemplated and analyzed in the Shepherd North EIR that would result in new or substantially more severe impacts. Therefore, a subsequent EIR is not required per CEQA Guidelines section 15162.



DEPARTMENT OF PUBLIC WORKS AND PLANNING
STEVEN E. WHITE, DIRECTOR

December 3, 2024

George Gonzalez MPA, Senior Planner
City of Clovis Planning and Development Services
1033 Fifth Street Clovis, CA 93612

SUBJECT: City of Clovis RO313, R2024-008

Dear Mr. Gonzalez,

The County of Fresno appreciates the opportunity to review and comment on the subject project being reviewed by the City of Clovis. The proposed Annexation and Rezoning of multiple APNS across approximately 38-acres on the southeast corner of the N Sunnyside and E. Perring.

The documents received for this review were circulated to our various Fresno County Public Works and Planning divisions. See comments below.

Fresno County Transportation Planning:

This application, along with other land use applications requiring annexation—whether already approved or currently under review—has impacted nearby county roads due to the growth of residential developments within the City of Clovis. With the anticipated increase in traffic from the expanding development, and safety concerns, the county recommends that the following intersections and road segments be annexed into the City of Clovis.:

Intersections:

N. Sunnyside Avenue and Perrin Avenue
Ticonderoga Avenue and N. Fowler Avenue

The entire Right-of-Way for the following Segments:

N. Sunnyside Avenue north of Perrin Avenue
Perrin Avenue between Sunnyside Avenue and N. Stanford Avenue
N. Stanford Avenue between Perrin Avenue and Ticonderoga Avenue
E. Solar Avenue (cul-de-sac) east of N. Stanford Avenue
Ticonderoga Avenue between N. Stanford Avenue and N. Fowler Avenue

Fresno County Environmental Health Division:

Recommended Conditions of Approval:

Future projects have the potential to expose nearby residents to elevated noise levels. Consideration should be given to the City of Clovis Municipal Code and the Fresno County Noise Ordinance Code.

City of Clovis
Page 2

As a measure to protect ground water, all water wells and/or septic systems that exist or have been abandoned within the project area should be properly destroyed by an appropriately licensed contractor.

Should any underground storage tank(s) be found during the project, the applicant shall apply for and secure an Underground Storage Tank Removal Permit from the Fresno County Department of Public Health, Environmental Health Division. Contact the Fresno County Hazmat Compliance Program at (559) 600-3271 for more information.

Fresno County Road Maintenance and Operations Division:

Perrin Avenue is a County maintained road classified as a Local road with an existing 60' total road right-of-way from Sunnyside Avenue to Stanford Avenue. Ultimate right-of-way of 60' per Fresno County General Plan.

Lexington Avenue is a County maintained road classified as a Local road with an existing 60' total road right-of-way. Ultimate right-of-way of 60' per Fresno County General Plan.

Purdue Avenue is a County maintained road classified as a Local road with an existing 60' total road right-of-way. Ultimate right-of-way of 60' per Fresno County General Plan.

The City of Clovis should be required to annex the full road right-of-way width of Perrin Avenue along proposed annexation limits.

Sincerely,

Arianna Brown

Arianna Brown, Planner -- Development Services and Capital Projects Division

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2907 S. Maple Avenue
Fresno, California 93725-2208
Telephone: (559) 233-7161
Fax: (559) 233-8227

CONVEYANCE. COMMITMENT. CUSTOMER SERVICE.

November 27, 2024

George Gonzalez
City of Clovis
Planning and Development Services Department
1033 Fifth Street
Clovis, CA 93612

RE: Annexation RO313
N/E Shepherd and Sunnyside avenues

Dear Mr. Gonzalez:

The Fresno Irrigation District (FID) has reviewed the Annexation RO33 for which the applicant requests a resolution for the annexation of approximately 38 acres into the City of Clovis, APNs: 557-021-01 - 18. This request is being processed concurrently with R2024-008. FID has the following comments:

1. FID does not own, operate, or maintain any facilities located on the subject property, as shown on the attached FID exhibit map. The property is located outside the FID boundary.
2. The proposed development appears to be within the City of Clovis Sphere of Influence but lies outside FID's boundary line. The development is not entitled to water from the Kings River.
3. The proposed land use (or change in land use) should be such that the need for water is minimized and/or reduced so that groundwater impacts to the proposed project area and any surrounding areas are eliminated. The "demand" side of water consumed needs to be evaluated or scrutinized as much as the "supply" side of the water supply. FID is concerned that the proposed development may negatively impact local groundwater supplies including those areas adjacent to or neighboring the proposed development area. The area was historically native or rural residential with minimal to no water use. Under current circumstances, the project area is experiencing a modest but continuing groundwater overdraft. Should the proposed development result in a significant increase in dependence on groundwater, this deficit will increase. FID recommends the City of Clovis require the proposed development to balance anticipated groundwater use with sufficient recharge of imported surface water in order to preclude increasing the area's existing groundwater overdraft problem.
4. It is unclear if the source of water for this development is solely groundwater or a mixture of treated surface water from FID's Enterprise Canal. If treated surface water will be used, the City must acquire additional water from a water purveyor, such as FID for that

RO313, R2024-008\\fidfs01\Eng\Agencies\Clovis\Annexation\RO313\RO313, R2024-008.doc

purpose, so as to not reduce water supplies to or create water supply deficits in other areas of the City. Water supply issues must be resolved before any further "hardening" of the water supply demand is allowed to take place.

5. It should be noted that without the use of surface water, continued dependence on solely a groundwater supply will do nothing to reverse or correct the existing overdraft of the groundwater supply beneath the City of Clovis and FID service area. As this project will "harden" or make firmer the need for water, the long-term correction of the groundwater overdraft should be considered as a requirement of the project.
6. The City of Clovis and FID have been working to address water supply issues for development outside of the FID service area. We encourage the City to continue towards finding solutions to minimize the impacts of changes in land uses and to mitigate any existing adverse water supply impacts within the development areas.
7. California enacted landmark legislation in 2014 known as the Sustainable Groundwater Management Act (SGMA). The act requires the formation of local groundwater sustainability agencies (GSAs) that must assess conditions in their local water basins and adopt locally-based management plans. FID and the City of Clovis are members of the North Kings Groundwater Sustainability Agency which will manage the groundwater basin within the FID service area. This area is completely reliant on groundwater pumping and SGMA will impact all users of groundwater and those who rely on it. The City of Clovis should consider the impacts of the development on the City's ability to comply with requirements of SGMA.

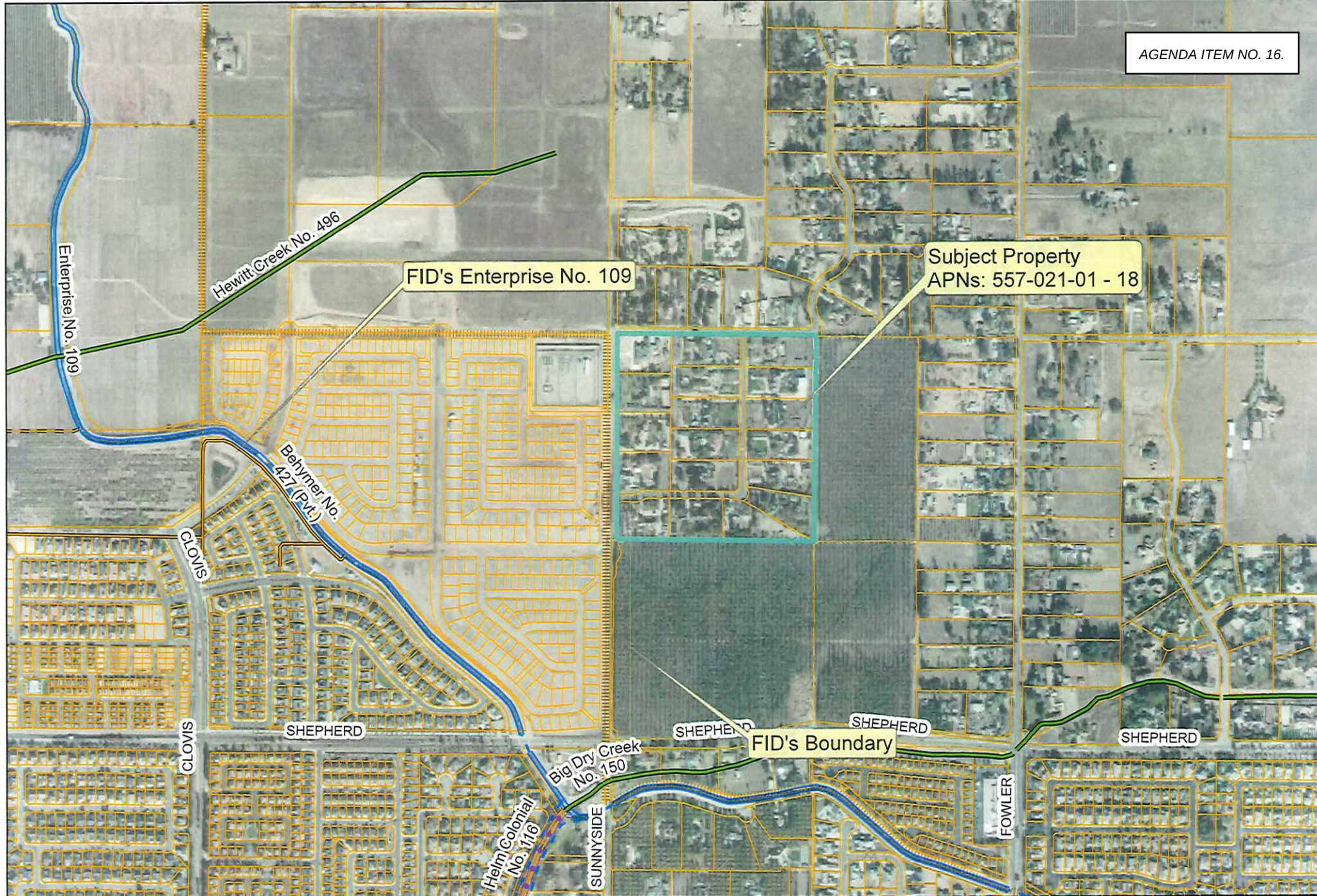
Thank you for submitting this for our review. We appreciate the opportunity to review and comment on the subject documents for the proposed project. If you have any questions, please feel free to contact Jeremy Landrith at (559) 233-7161 extension 7407 or jlandrith@fresnoirrigation.com.

Sincerely,



Laurence Kimura, P.E.
Chief Engineer

Attachment



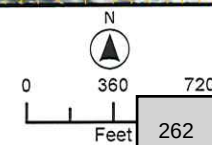
FRESNO IRRIGATION DISTRICT

Legend

- | | | | | |
|-----------------|--------------------|-------------------|----------------|-----------------------|
| FID Canal | FID Pipeline | Stream Group | FID Boundary | Parcel |
| Private Canal | Private Pipeline | Other-Creek/River | Railroad | FMFCD Acquired Basins |
| Abandoned Canal | Abandoned Pipeline | Other-Pipeline | Streets & Hwys | FMFCD Proposed Basins |

This map was produced by the Fresno Irrigation District and is provided for reference and informational purposes only and is not intended to show map scale accuracy or all inclusive map features, nor for legal purposes. FID makes no statements regarding the accuracy of this map as the features shown are in their approximate location. Please contact the FID Engineering Dept. at (559) 233-7161 for further information on FID facilities.

Spatial Reference:
Name: NAD 1983 StatePlane California IV FIPS 0404





CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: June 17, 2024

SUBJECT: Consider policy direction on a request for 18 rural County residents seeking annexation (approximately 38 acres) to the City of Clovis for properties located near the southeast corner of Perrin Road and N. Sunnyside Avenue. Quail Run 18 Association, applicant; Rich Wathen and Jared Callister, representatives.

Staff: George González, Senior Planner
Recommendation: Provide Policy Direction

ATTACHMENTS: 1. Justification Letter

CONFLICT OF INTEREST

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

RECOMMENDATION

Staff recommends that the City Council consider the Quail Run 18 Association (Applicant) letter (see **Attachment 1**) provided in this report, together with any public comments offered regarding this item, and provide policy direction regarding the annexation proposal and connection to City water for properties located at the southeast corner of Perrin Road and N. Sunnyside Avenues (approximately 38 acres).

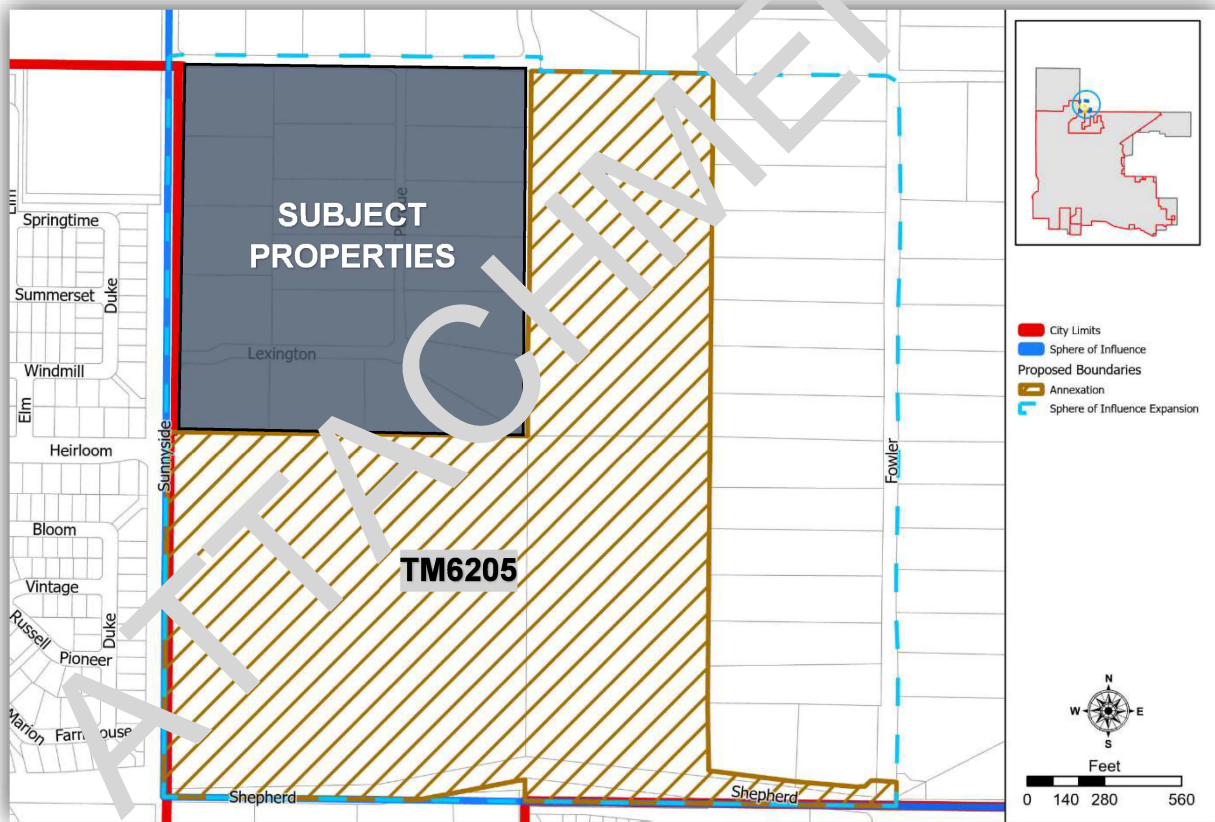
EXECUTIVE SUMMARY

The Applicant has requested consideration and direction from the City Council to be able to move forward with the rezoning and annexation of 18 rural residential properties (approximately 38 acres) located on the south side of Perrin Road, east of N. Sunnyside Avenue. Subsequent to the approval of the Shepherd North Project (see **Figure 1** below) on March 18, 2024 and May 6, 2024, Planning staff has received the attached justification letter from 18 rural residential property owners requesting annexation and connection to City potable water. Staff is seeking policy direction on the fiscal impacts of annexing a fully developed area into the City for the purpose of securing water. If Council authorizes staff to move forward with the Applicant's request, the City will need to address the following: the tax sharing agreement revenues with the

County; address City standards for water connections; provide City services, purchase/ secure FID water supply; executing associated annexation agreements; and likely other unknown issues associated with this request. City staff will also need to evaluate if the Applicant will be required to annex into the City's Landscape Maintenance District (LMD) and if active wells will require a meter.

When fully developed properties (such as the Quail Run Neighborhood) are annexed into the City, the City only receives a very minor portion of the property taxes going forward, but incurs the total cost of providing all services, such as police and fire. Also, it's important to note on this request if directed to begin the annexation process, that the Applicant would be responsible for all costs associated with the annexation and water connections. This would include the associated construction costs, City impact fees, and LAFCo fees, which in total will likely be several hundred thousand dollars. It is likely that some form of agreement between the City and the Applicant would be necessary to memorialize all conditions of the annexation.

FIGURE 1



 = Quail Run 18 Association (neighborhood boundaries)

BACKGROUND

On March 18, 2024, the City Council approved the Project EIR, sphere of influence expansion, and annexation components for the Shepherd North Project. The annexation component

encompassed only the development area, identified as Vesting Tentative Tract Map 6205 (see **Figure 1** above). The Council continued the remaining components of the Project to a date certain, May 6, 2024.

On May 6, 2024, the City Council approved the remaining components of the Shepherd North Project and authorized staff to forward the Fourth Amendment to the MOU to the County Board of Supervisors for consideration and approval.

During the entitlement processing of the Shepherd North Project, some of the neighbors inquired about annexation into the City and if this would be possible with the Wilson TM 6205 Project. Staff informed the neighbors that the annexation of this rural residential neighborhood would need to be processed under separate planning entitlements.

On June 4, 2024, the Board of Supervisors approved the Fourth Amendment to the MOU between the County of Fresno and the City of Clovis for the Shepherd North Project.

PROPOSAL AND ANALYSIS

The Quail Run neighborhood (Quail Run 18 Association) is located within the recently expanded sphere of influence boundaries approved by Council on March 18, 2024 for the Shepherd North Project. The current land use designation for the subject area is Rural Residential under the City's general plan land use diagram. If Council directs staff to move forward with the applicant's request, the land use designation would remain the same. The subsequent planning entitlements required to be submitted to initial the request are a rezoning and annexation application(s).

In general, the geographical location of the Quail Run neighborhood between the Lennar TM6200 development on the west side of N. Sunnyside Avenue and the recently approved Wilson's TM6205 at the northeast corner of Shepherd and N. Sunnyside Avenues makes access to City water infrastructure feasible. Additionally, with the Council's approval of Wilson's TM6205, the project is conditioned to install a water line along Perrin Road, which is intended to serve the neighborhood in question.

Below, please find a general summary of the requirements by Planning and Development Services, if staff is directed to proceed by Council. It's important to note that the summary below is subject to change based on formal analysis of the proposed project after the submittal of complete planning applications. Upon submittal of planning applications, staff anticipates bringing this back to Council within 4 months for review and consideration.

Planning Division Requirements

The applicant is required to comply with the following Planning Division requirements:

1. Submit formal rezoning and annexation applications to the Planning Division.
 - a. Begin preparing environmental documents;
 - b. Negotiation of a stand-alone MOU and tax sharing agreement with the County;
 - c. If an agreement with the County is unable to be reached, a funding mechanism for the 18 rural residential properties would be required.

- d. The project would need to address all LAFCo requirements; and
- e. The Quail Run neighborhood will be responsible for all costs associated with the annexation and water connections, including associated construction costs, City impact fees, and LAFCo fees.

Engineering Division Requirements

The applicant is required to comply with the following Engineering Division requirements:

1. Submit plans for review and approval prepared by an appropriately licensed professional.
 - a. Main lines in the streets with roadway resurfacing;
 - b. Water services with water meter(s) and transceiver(s); and
 - c. Backflow devices will be required between the well and the home, if the well remains for outdoor irrigation uses.
2. Apply for an Encroachment Permit, which will include an Inspection Fee, for the work to be performed by appropriately licensed and insured contractors.
3. Engineering fees will be due prior to commencing the work for each property that chooses to connect at this time to the public potable water system.
 - a. Water major facilities fee
 - b. Water oversize fee
 - c. Water-front footage fee
 - d. Water meter(s) and transceiver(s) costs
 - e. Water supply fee

Building Division Requirements

The applicant is required to comply with the following Building Division requirements:

1. Submit plans for review, approval, and permitting through the Building Division.
 - a. Well abandonment is reviewed and permitted over the counter (no plans required);
 - b. On-site plumbing between the water meter and the home. Site plan shall show location of waterline and provide a cross-section on water line placement in the ditch (site plan shall call out material used); and
 - c. On-site plumbing for the backflow prevention device on the line between the well and the home, if the well remains for outdoor irrigation. The submitted plans shall have a good description of the work to be completed and provide the specifications on the backflow prevention device.

FISCAL IMPACT

The fiscal impacts on the City will be analyzed at the time of a prezone and annexation request is submitted to the Planning Division. If Council recommends moving forward with the Applicant's request, staff will return with a fiscal impact analysis at the time the project is presented to Council for consideration.

REASON FOR RECOMMENDATION

Staff is seeking City Council direction on this request to annex the Quail Run neighborhood into the City and connect to the City's potable water system. If directed to proceed, staff will direct the Applicant to submit formal planning entitlements and begin preparing environmental documents. The City receives a very minor portion of property taxes when annexing developed rural residential properties. Therefore, it's important to note that the City would need to negotiate a stand-alone tax sharing agreement with the County of Fresno, specifically for the Quail Run neighborhood. Additionally, the City will request that the County transfer the property tax equivalent of what the City would have received had they developed in the City. If the County is unwilling to share the property taxes, staff will recommend that the Council consider a funding mechanism for the 18 rural residential properties equivalent to what the City would have received had they developed in the City.

The Quail Run neighborhood will be responsible for all costs associated with the annexation and water connections, including associated City impact fees and LAFCo fees.

ACTIONS FOLLOWING APPROVAL

If directed by the City Council to proceed, staff will bring the rezoning and annexation request back to Council for formal consideration, along with the fiscal impact analysis. If Council approves the annexation at that time, a resolution authorizing staff to apply to LAFCo will be part of the action request.

Prepared by: George González, MPA, Senior Planner

Reviewed by: City Manager *JH*



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: December 15, 2025

SUBJECT: Consider Approval – To authorize the City Manager to enter into an agreement with Willdan Financial Services in the amount of \$131,520 for the Review and Update of the City's Development Impact Fee Program.

Staff: Sean Smith, Deputy City Engineer / Tatiana Partain, Management Analyst

Recommendation: Approve

ATTACHMENTS: 1. Draft Agreement with Willdan Financial Services

RECOMMENDATION

For the City Council to authorize the City Manager to enter into an agreement with Willdan Financial Services (Willdan) in the amount of \$131,520 for the review and update of the City's Development Impact Fee Program.

EXECUTIVE SUMMARY

In August 2025, City staff issued a Request for Proposals (RFP) on PlanetBids for a two-phase project focused on evaluating and updating the City's Development Impact Fee (DIF) Program.

Phase 1 – Evaluation of the Current Fee Program

This phase includes a comprehensive review of the City's existing DIF Program to assess legal compliance, policy alignment, and consistency with regional practices.

Phase 2 – Revisions to the Major Facilities Fees Program, Optional Re-Evaluation and Fee Recommendations, and Nexus Study Updates

This phase includes a restructuring of the City's major facilities fee programs (water and sewer), developing fee calculation tools and staff training materials, and providing recommendations for alternative collection methods. The consultant may also propose additional program modifications for City consideration and potential contract amendment.

Only one proposal was received—from Willdan Financial Services. Their submission was detailed and demonstrated a strong understanding of the project scope. Following an interview

with their project team, City staff unanimously concluded that Willdan possesses the expertise and approach necessary to deliver a comprehensive, defensible, and effective update to the City's DIF Program.

BACKGROUND

The City assesses a variety of cost-recovery based development fees in accordance with Clovis City Council's guiding principle that "development pays its way." These fees help fund the infrastructure necessary to serve new growth, including major facilities such as sewer, water, community sanitation, parks, major streets, public safety, and the undergrounding of overhead utilities.

Over time, the City has implemented numerous updates to these fees to meet the evolving needs of Clovis's growing community. These updates have been driven by factors such as changes in state law, the 2014 General Plan Update (which is currently undergoing revision), the 2017/2018 Master Plan Update, and various annual adjustments made in response to current market conditions.

Recently, at the request of the City Council, the City Attorney's Office, and the development community, City staff was asked to explore what an in-depth analysis and potential restructuring of the current fee programs would entail. Staff determined that the most effective approach would be to engage an outside consultant to conduct this analysis, collaborate with stakeholder groups and City staff, and ultimately update and refine the existing program. The goal is to ensure the revised Development Impact Fee (DIF) Program continues to uphold the principle that "development pays its way", adhere to all state laws and local policies, while also being easier for staff and the public to understand and apply.

To achieve this, staff developed a detailed Request for Proposals (RFP) (Exhibit A to the attached agreement) that divides the work into two distinct phases. This approach ensures the entire program is reviewed comprehensively and maintains a unified timeline for future updates.

The objective of this project is to produce an updated DIF Program that meets the City's current needs while also accounting for future growth. The selected consultant will provide staff training and develop tools to enhance transparency and usability, including updated fee estimation tools, mapping resources for each fee program, and a user-friendly self-service tool allowing the public to generate fee estimates.

City staff has also emphasized that stakeholder engagement will be essential to the project's success. Willdan's proposal includes up to ten (10) in-person meetings with City staff, stakeholders, and/or the City Council.

According to Willdan's proposed schedule, the project is expected to begin in January 2026 and take approximately 12 months to complete. Around the project's midpoint, staff plans to host a Council workshop to share progress and get feedback before finalizing the report. City Staff anticipates bringing the final product back to council for approval in early 2027.

FISCAL IMPACT

The cost proposal submitted by Willdan Financial Services was \$131,520. The administrative fee allocation of the Development Fee Program will fund this project.

REASON FOR RECOMMENDATION

Willdan Financial Services has a strong background and reputation in the area of Development Fee Programs. The two project team members combined bring over 45 years of experience in assisting cities with projects such as ours. The feedback provided during the reference check was extremely positive and complimentary to the two specific individuals members of the proposed project team.

ACTIONS FOLLOWING APPROVAL

City staff will finalize the agreement and route it for signatures. The project is proposed to take 12 months to complete and will kickoff in January 2026.

CONFLICT OF INTEREST

None.

Prepared by: Tatiana Partain, Management Analyst

Reviewed by: City Manager *AM*

**DRAFT
CITY OF CLOVIS
CONSULTANT SERVICE AGREEMENT**

This Consultant Services Agreement ("Agreement") is entered into between the City of Clovis, a California general law city ("City") and **Willdan Financial Services** ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on **December , 2025** ("Effective Date").

RECITALS

- A. City desires to obtain **services to conduct a formal review and update (including nexus studies) to the City's Development Impact Fees** ("Services") more fully described in **Exhibit A**, and, if applicable, as further set forth in the proposal from Consultant attached as **Exhibit B**, which are incorporated herein by reference.
- B. Consultant is engaged in the business of furnishing the Services and hereby warrants and represents that Consultant is qualified, experienced, and capable of performing the Services, and possesses any required licenses, certifications, security/bonding, and/or training necessary to perform the Services.
- C. City desires to retain Consultant, and Consultant desires to provide the City with the Services, on the terms and conditions as set forth in this Agreement.

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

AGREEMENT

1. **Scope of Services.** Consultant shall perform the Services described in the Recitals and detailed in **Exhibits A & B**. Changes in the scope of Services, including the work performed and/or deliverables produced, shall be made in writing and particularly describe the changes in Services, including payment/costs and schedule/term, as applicable.
2. **Priority and Conflicts; Exclusions.** If the terms and requirements of this Agreement and/or **Exhibit A** conflict with **Exhibit B**, this Agreement and **Exhibit A** shall control. No contractual terms and/or conditions found in **Exhibit B** shall purport to waive, disclaim, or limit Consultant's liability, indemnification obligations, warranties, damages for breach or delay, or any security, bonding, or insurance requirements, and any such provisions shall have no force or effect with respect to this Agreement and the Services performed by Consultant.
3. **Term of Agreement; Commencement of Services; Schedule.** Consultant shall perform the Services according to the schedule set forth in **Exhibits A and/or B**, if applicable. If no schedule is set forth in **Exhibits A and/or B**, City and Consultant shall mutually agree on a schedule for performance of the Services and completion of any deliverables. The schedule shall be subject to modification based on the City's operational needs. City will notify Consultant in advance of any modification to the schedule.
4. **Payment for Services.** City shall pay Consultant for the Services performed pursuant to this Agreement according to the rate(s) stated in **Exhibit A** or in Consultant's Proposal, which is set forth in **Exhibit B**, as applicable. The total amount paid by City to Consultant shall not exceed **one hundred thirty-one thousand, five hundred twenty dollars (\$131,520.00)**.

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

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

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

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

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

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

10. Record Keeping; Reports. Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Consultant and its subcontractors for inspection and audit

purposes. Consultant shall provide City with a working draft of all reports upon reasonable request by City and of all final reports prepared by Consultant under this Agreement.

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

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

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

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

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

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

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

a. Termination by City: For Convenience. City may at its discretion terminate this Agreement for convenience and without cause upon fourteen (14) days prior written notice to Consultant. Upon receipt

of a termination notice pursuant to this subsection, Consultant shall promptly discontinue all Services affected, unless the notice directs otherwise.

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

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

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

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

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

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

21. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.

22. Form and Service of Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the

other party shall be in writing and shall be deemed properly delivered, served or given by one of the following methods:

- a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.
- b. Delivered by e-mail to a known address of the party to whom it is directed provided the e-mail is accompanied by an acknowledgment of receipt by the other party. Service shall be deemed the date of acknowledgement.
- c. Delivery by a reliable overnight delivery service, ex., Federal Express, receipted, addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.
- d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered ninety-six (96) hours after deposit.

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT

CITY OF CLOVIS

By: _____
Robert Fisher, Vice President

By: _____
Andrew Haussler, City Manager

Date: _____

Date: _____

Party Identification and Contact Information:

Consultant

Willdan Financial Services
Attn: James A. Edison, JD, MPP, MA
Principal-in-Charge
66 Franklin Street, Suite 300
Oakland, CA 94607
jedison@willdan.com
800.755.6468

City of Clovis

Planning and Development Services
Attn: Sean Smith, PE
Deputy City Engineer/ Project Manager
1033 Fifth Street
Clovis, CA 93612
seans@clovisca.gov
559.324.2363

EXHIBIT A REQUEST FOR PROPOSALS

CITY OF CLOVIS

REQUEST FOR REVIEW AND UPDATES TO THE CITY OF CLOVIS DEVELOPMENT IMPACT FEE PROGRAM



August 18, 2025

City of Clovis
Planning and Development Services
1033 Fifth Street
Clovis, CA 93612
(559) 324-2350
www.cityofclovis.com

SUMMARY

Purpose:	The City of Clovis is requesting proposals from qualified and experienced Consultant firms interested in reviewing and providing recommended modifications to the City's Development Impact Fee Program.
Proposal Due Date:	3:00 p.m., September 23, 2025 Proposal packages received after the time and date stated above will be returned unopened to the consultant.
Submittals:	One (1) paper copy of the proposal and the separate, sealed cost proposal along with a flash drive containing an electronic copy of the proposal in PDF.
Addressed to:	City of Clovis Planning and Development Services – Engineering Division c/o Sean Smith, Deputy City Engineer 1033 Fifth Street Clovis, CA 93612 PROJECT: Development Impact Fee RFP
Notification List:	The full content of the RFP is available free of charge from the vendor portal of PlanetBids, Inc. , which is accessible on the City of Clovis website . If addenda are necessary, they will be posted onto PlanetBids, Inc. as well.
Inquiries:	Requests for clarification regarding this RFP must be submitted via email to Sean Smith at seans@clovisca.gov , no later than 3:00 p.m., September 9, 2025. Responses to timely inquiries will be posted via addendum to PlanetBids, on or about September 12, 2025. <i>Any other communication or solicitation with other City of Clovis Officials or Employees regarding any aspect of this RFP is expressly prohibited and may result in disqualification.</i>
Funding:	Funding for this project will come from the City of Clovis Development Impact Fee Program. <i>The City will not provide a budget for this proposal. Rather, it is the expectation of the City that interested parties estimate the cost of the project based on the deliverables being requested in this proposal.</i>
Anticipated Consultant Selection Schedule:	Proposal Review and Evaluation: September 24 – October 10, 2025 Interview Top Consultant(s): October 21 – October 23, 2025 (<i>in person only</i>) Selection/Negotiation: October 27 – November 14, 2025 Anticipated Council Approval & Award: December 8, 2025 Anticipated Notice to Proceed: January 5, 2026

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INTRODUCTION

CITY OF CLOVIS BACKGROUND

Located in the heart of the great San Joaquin Valley, in the Fresno-Clovis Metropolitan Area, the City of Clovis (“City”) is situated in the midst of the richest agricultural area in the world. Since the City’s incorporation in 1912, Clovis remains a community that values its citizens, its “way of life”, and its future as a leader and innovator in the San Joaquin Valley. Clovis has maintained the small-town community spirit envisioned by its early founders, as reflected in its nationally acclaimed school district, responsive safety services, engaged local government, and vibrant community events. Availability of housing, quality hospital care, a mild climate, access to varied recreational opportunities, and strong community identity all contribute to Clovis’ recognition and reputation as a great place to live.

GENERAL PROJECT DESCRIPTION

The City is interested in securing an experienced consultant with a proven track record to conduct an in-depth review and evaluation of the City’s complete Development Impact Fee (“DIF”) program (hereinafter referred to as “Project”). The assigned consultant (or consultants) will be tasked to conduct an in-depth analysis of the current fee structure and methodology for each fee assessed by the City. This work includes a thorough review of the nexus analysis for each fee. As a part of the evaluation, the Consultant will also be asked to recommend which fees should be updated, and to propose any additional fees that could be considered, as appropriate. The City’s fees must comply with any applicable state and federal law including but not limited to the Mitigation Fee Act (California Government Code section 66000 et seq., also known as Assembly Bill 1600 (1987)).

The Project is divided into **two** distinct phases.

Phase 1 will consist of a thorough assessment of the current Development Impact Fee (DIF) program for all fees, including applicable sections of the City Municipal Code and City Policies.

Phase 2 will consist of updates to the City’s current Major Facilities Fee Programs (water and sewer) as well as a full nexus report including updates to the nexus studies for all the City’s existing fee programs to ensure compliance with the Mitigation Fee Act. It is the expectation of the City that staff training for all revised fees be included in this phase as well as a presentation to all stakeholders and Clovis City Council. The second part of Phase 2, if initiated at the City’s discretion, will be based on the findings from Phase 1 and will consist of an update to the remaining fees in the DIF program, including revised fees and implementation strategies. A detailed task breakdown for each phase can be found under Project Scope.

Consultants shall provide a detailed cost estimate for Phase 1 and Phase 2 of the project. The cost estimate may include optional add-ons for Phase 2, subject to City review and approval following the completion of Phase 1.

DEVELOPMENT FEE PROGRAM BACKGROUND

The City assesses a variety of cost-recovery based development fees in accordance with Clovis City Council's guiding principle that "development pays its way." These fees help fund the infrastructure necessary to serve new growth, including major facilities such as sewer, water, community sanitation, parks, major streets, public safety, and the undergrounding of overhead utilities.

Over time, the City has implemented numerous updates to these fees to meet the evolving needs of Clovis's growing community. These updates have been driven by factors such as changes in state law, the 2014 General Plan Update (which is currently undergoing revision), the 2017/2018 Master Plan Update, and various annual adjustments made in response to current market conditions.

The City will provide detailed information on each fee program. Such information may include files in Excel format and maps in PDF format. Additionally, the City will provide the selected consultant with:

City Council agenda packages for the rates that took effect on the nine (9) following dates:

- 2013-09-17
- 2015-05-04
- 2018-09-10
- 2019-09-16
- 2020-08-17
- 2021-07-19
- 2022-08-29
- 2023-08-07
- 2025-07-21

City Council agenda packages and supporting spreadsheets in MS Excel format for the rates that took effect on:

- 2024-08-12
- 2025-05-13 (Water Major Facilities revision only)

The City's project team, which possess familiarity with the DIF Program and its history, will be available to support the selected consultant by providing relevant background information, answering questions, and offering insights based on their experience.

PROJECT REQUIREMENTS

APPLICANT REQUIREMENTS

The City is expecting that all proposals received are prepared by qualified firms with experience evaluating DIFs, advising municipalities on their implementation and making suggested refinements of these programs. As a part of this RFP, all proposers are to provide at least three (3) references within the last five (5) years for similar projects.

SAMPLE CONSULTANT AGREEMENT

The Sample Consultant Agreement (Appendix C) is a template of the Consultant Service Agreement that the City intends to use for this project. It is recommended that the Consultant review the sample Agreement with legal and insurance providers. Generally, the City does not negotiate the terms for such Agreements, but a proposing Consultant shall raise any concerns about the Agreement and identify all contract issues in its proposal. The City reserves the right to modify this agreement prior to award.

INSURANCE REQUIREMENTS

Insurance Requirements (Appendix B) contains the insurance criteria set by the City's Risk Management Department.

PROJECT SCOPE

GENERAL

The City is interested in contracting with a consultant that will conduct and coordinate specified tasks related to reviewing and updated the City's DIF Program.

The work shall comply with the requirements in this RFP including the following without limitation, and any subsequent contract as though incorporated herein by reference:

1. Federal laws
2. State laws
3. Local laws
4. Rules and regulations governing municipal Development Impact Fees

The Consultant is asked to further define the scope of work in the following and to make scope enhancements based on their knowledge of Development Impact Fees and their study requirements. It is requested that the Consultant include proposed deliverables in their scope of work based on the generalized scope below.

Prior to beginning work, the Consultant will develop a plan for executing the work, including a timeline and requirements for City staff time and other City resources. The City shall be provided with a reasonable opportunity to review the plan and provide feedback, and the consultant shall make revisions accordingly. The Consultant's timeline will include the review of the above information as well as the recommended tasks listed below.

(Note: The Project is not limited to the tasks listed below and if the Consultant recommends additional tasks are warranted, they must be clearly highlighted within their proposal.)

The City intends to implement this work in **two** phases, which are briefly highlighted below but are covered further under each specific phase section.

- Phase 1 – Evaluation of Current Fee Program
The Consultant will conduct a comprehensive review and evaluation of the City's current DIF Program for legal compliance, policy alignment, and consistency with regional practices. Suggested tasks for Phase 1 are provided below.
- Phase 2 - Revisions to the Major Facilities Fee Program, Optional Re-Evaluation and Fee Recommendations, and Nexus Study Updates

Based on Phase 1 findings, the Consultant will assist the City in restructuring the Major Facilities Fees (water and sewer) program which may include recalculating these fees. The Consultant will also provide staff training on fee calculations, develop mapping tools, and self-service tools for estimating fees and offer recommendations on alternative collection methods.

Optional Phase 2 may be authorized as a contract amendment, at the City's discretion, depending on the findings of Phase 1. Required portions of the phase will involve preparing updates or revisions to the remaining fees in the DIF program, including revised nexus studies and updated fee structures. It will also include staff training, mapping tools, and a self-service fee estimator. Suggested tasks associated for Phase 2 are provided below.

PHASE 1 – EVALUATION OF CURRENT FEE PROGRAM

TASK 1: OVERALL PROJECT MANAGEMENT

This task includes all work by the Consultant to effectively manage the scope, cost, and schedule of the Project. This may include, but is not limited to, the activities and deliverables identified below:

Project Administration

1. Prepare and submit monthly progress reports.
2. Prepare and submit progress payment invoices accompanied with backup material supporting the amount being invoiced at project milestones, or as negotiated within the contract, and in a form as approved by City staff. Invoices shall comply with the following requirements:
 - Prepared on the consultant's letterhead;
 - Signed by the consultant's project manager;
 - Have a unique invoice number;
 - Attach appropriate supportive documentation;
 - Each milestone should be invoiced separately;
 - A summary of the reimbursements to-date and a summary of the funds remaining in the contract;
 - If the contract involves sub-consultants, an invoice from the sub-consultant should be attached in the same format as the prime consultant's invoice and should be included in the summary of the prime consultant's invoice;
 - For each sub-consultant: a summary of payments to-date and funds remaining in the contract(s).

Project Communication

1. Prepare and submit correspondence and memos, including all meeting minutes.
2. Support and prepare materials as may be requested for meetings including but not limited to City presentations, technical advisory committees, and other stakeholders.

Project Meetings

1. Initiate and conduct monthly Project Development Team (“PDT”) Meetings. The first PDT meeting will take place one month from the date of contract execution.
2. Coordination meetings may be required to obtain required deliverables.

Deliverables for Task 1:

- Project Correspondence
- Meeting Minutes
- Meeting Agendas

TASK 2: EVALUATION OF CURRENT DEVELOPMENT IMPACT FEE (DIF) PROGRAM

The Consultant will conduct a comprehensive review and evaluation of the City’s current DIF Program to assess legal compliance, policy alignment, and consistency with regional best practices. The evaluation shall focus on the following fee programs for compliance with the Mitigation Fee Act:

Existing DIF Programs to be Evaluated

- **Sewer Fees** (*Municipal Code Chapter 6.4*)
 - Sewer Major Facilities Fee
 - Sewer Oversize Fee
 - Sewer Front Footage Fee
 - Sewer House Branch Construction Fee
- **Water Fees** (*Municipal Code Chapter 6.5*)
 - Water Major Facilities Fee
 - Water Oversize Fee
 - Water Front Footage Fee
 - Non-Potable Water Fee
 - Water Supply Fee
 - Water Meter and Water Service with Meter Fee
- **Major Street Fees** (*Municipal Code Chapter 7.7*)
 - Outside Travel Lane Fee
 - Center Travel Lane Fee
 - Traffic Signal Fee
 - Bridge Fee
- **Utility Undergrounding Fee** (*Municipal Code Chapter 7.5*)
- **Park Acquisition and Development Fee** (*Municipal Code Chapter 3.4*)

- **Community Sanitation Fee** (*Municipal Code Chapter 6.3*)
- **Fire Department Fee** (*Municipal Code Chapter 4.10*)
- **Police Department Fee** (*Municipal Code Chapter 4.11*)
- **Library Fee** (*Municipal Code Chapter 7.8*)
- **Administrative Charges**

Note: Full descriptions of the fees listed above can be found in Appendix D – Nexus Book.

Suggested Subtasks for Each Fee Evaluation:

- Provide supporting analysis and evidence for any recommended restructuring or reassessment of fees.
- Ensure all recommendations align with the City's Capital Improvement Program ("CIP") and long-range planning goals and policies.
- Develop options for phasing in updated or new fee structures, where applicable.
- Include an evaluation of the recommended changes of each of the fees and how the recommendations may have impacts on future development within the City of Clovis.

Deliverables for Task 2:

Draft Fee Evaluation Report: a comprehensive report including findings from the review of each fee program, along with recommendations for revisions, updates, or next steps.

TASK 3: REVIEW OF REIMBURSEMENT AND CREDIT POLICY

The Consultant shall also review the other payment policies and options currently offered by the City. That review shall include:

- The City's current policy for "in-lieu" fee programs.
- Fee Credits and Reimbursements.

The City would also like the Consultant to provide recommendations to fee program considerations as well as phased-in increases,

Compare these policies to other comparable cities within California, including neighboring cities. Provide a complete narrative of findings and, if applicable, recommendations or revisions.

Deliverables for Task 3:

Report of evaluation of the City's current "in-lieu" fee program with recommendations on modifications to the program.

TASK 4: REVIEW ALTERNATIVE DIF FINANCING METHODS

Review the use of alternative methods and forms of financing methods for DIF obligations. Provide a complete narrative of the impact and necessary revisions for incorporating these alternatives. Provide a complete narrative describing the extent to which fees can be funded by use of these alternatives and their limitations. Provide examples of other comparable California cities that have incorporated the use of these alternatives, including their challenges and their successes.

Deliverables for Task 4:

Report of alternative methods of payments, highlighting the benefits and potential negative impacts of incorporating them into the program. The Report shall include practical examples of how the alternative finance methods impact cash flow, payment of fee obligations, credits, and reimbursements.

TASK 5: SUMMARY, PRESENTATION OF FINDINGS & DRAFT TOOLS

The Consultant shall provide draft findings and recommendations to City staff for review. Draft information must be submitted in Microsoft Word and Microsoft Excel. City staff will provide feedback on the draft documents.

Following feedback from City staff, the Consultant shall submit final versions of the documents. Final documents shall be provided in Microsoft Word, Microsoft Excel and as a single, consolidated Adobe PDF document.

The Consultant will also prepare summaries of key documents in a format appropriate for presentations to senior City officials, City Council members, and other audiences. The Consultant will be expected to be available and assist the City in presenting its work to senior City officials and City Council.

As part of this task, the Consultant shall provide draft versions of the interactive mapping tool and the self-service fee estimator tool:

- The interactive mapping tool will assist City staff in visualizing boundaries or zones associated with various fee programs.
- The public-facing, self-service tool will allow customers to input project parameters and generate estimated fees. These tools will enhance transparency and predictability for both City staff and the public.

Deliverables for Task 5:

- Draft presentation materials for stakeholder meetings
- Draft presentation materials for City Council meeting
- Demonstration of interactive mapping tool
- Demonstration of interactive self-service estimator tool

TASK 6: FINAL REVIEW OF DELIVERABLES

The Consultant shall provide City staff with final drafts of all Phase 1 project materials. All final technical reports and map files shall be provided electronically in the following forms: PDF, Microsoft Word, Microsoft Excel format, Map Files (Geodatabase format), as directed by City of Clovis. No files shall be password protected.

The Consultant shall assume a minimum review time of fifteen (15) working days per submittal for City of Clovis' review of the following documents, prior to releasing for initial review by stakeholders:

Final Deliverables for Task 6 and Phase 1 shall include:

- Final Fee Evaluation Report & Recommendations for Next Steps
- Stakeholder Meeting Presentation and Meeting documents
- City Council Meeting Presentation
- Final interactive mapping tool
- Final interactive self-service estimator tool

PHASE 2 – REVISIONS TO THE DIF PROGRAM – WATER & SEWER PROGRAMS, NEXUS STUDIES, AND OTHER ASSOICATED ITEMS

TASK 1: OVERALL PROJECT MANAGEMENT

Expectations set forth in Phase 1 – Task 1 are to be carried over into Phase 2.

TASK 2: WATER & SEWER FEE UPDATE

The City has a desire, regardless of the findings of Phase 1, to have an in-depth reanalysis of its DIFs that fall under the Sewer and Water categories. These two (2) categories combine for a large portion of the fee obligation of each project and have been challenged by stakeholders.

In addition to this update, the Consultant shall be responsible for the impact these revisions have on the other fee programs and provide the City with a report.

If a restructuring of these fee programs is recommended and agreed to by the City, the Consultant shall propose an alternative fee program lay out and provide information on the impacts of the proposed restructuring.

Deliverables for Task 2:

- Fee Calculation updates for Water and Sewer Fee Programs
- Report analyzing the changes for the fee program and how they impact other various fee programs.
- If restructuring is recommended, a report laying out the recommendations for restructuring that will include the rationale for the recommendation, highlighting the benefits of the new proposed fee structure and the impacts.

TASK 3: OTHER FEE UPDATE & ADDITIONAL FEES (OPTIONAL)

Should the findings of Phase 1 recommend the City re-evaluate/restructure various fees within its current fee program and the City agrees with the findings, the expectation will be that the Consultant provide an individual fee evaluation and recommendation for restructure.

All other estimates will be done on a fee-by-fee basis (not as a lump item) for cost control purposes. If the findings of Phase 1 lead to the Consultant recommending a new fee program, it shall be separated into its own line item.

Under this task the City is also requesting the Consultant to provide an assessment of incorporating planned major transportation infrastructure improvements that are currently

not in the fee program, but would likely need to be incorporated as the planned improvements are of regional significance and will be essential to the City's growth. A list of these planned improvements will be provided to the consultant at project kick-off.

Deliverables for Task 3:

- Evaluation and written recommendation for each existing fee proposed for restructuring, based on Phase 1 findings and City direction.
- Each fee evaluated and documented individually (not bundled), to support transparent cost tracking.
- If a completely new fee program is recommended, the evaluation must include:
 - Separate scope of work line item
 - Summary report explaining the justification
 - Proposed fee structure
- New fee line item, summary and structure for planned major transportation infrastructure improvements.

TASK 4: NEXUS STUDY UPDATE

Under this task the Consultant shall provide a comprehensive background report, as well as technical reports for each fee that document the study results including but not limited to, methodology, findings, supporting justification, recommended impact fees and calculations that provide the legal nexus between the fee recommendations and the new development as required by law.

Deliverables for Task 4:

- A complete and legally defensible Nexus Study prepared for each fee, both existing and restructured.
- Provide for each fee:
 - A separate scope of work line item
 - A summary report explaining the justification
 - The proposed fee structure
 - An associated Nexus Study or studies

TASK 5: STAFF TRAINING

The cost estimate for Phase 2 of the Project shall include staff training regarding the newly developed methodology for the fees associated at a minimum with the fee updates under Water and Sewer. Should the City choose to engage in Task 3, staff training will also be needed to support staff for each of the restructured fees.

The proposal shall include an estimate of time to verify data and methodology of the recommended DIF programs revisions; time for coordination with City personnel familiar with the programs; and time with City personnel to discuss all recommendations. The goal is to enable City staff to fully familiarize themselves with how any fees or allocations were determined.

TASK 6: SUMMARY OF INFORMATION, AND PRESENTATION OF FINDINGS

The Consultant shall provide draft revisions and recommendations to City staff for review.

Draft information must be submitted in Microsoft Word and Microsoft Excel. City staff will provide any feedback on the draft documents within a reasonable time.

Following the feedback from City staff, the Consultant shall submit final versions of the documents. Final documents shall be provided in Microsoft Word, Microsoft Excel and as a single, consolidated Adobe PDF document.

The Consultant will also prepare summaries of key documents in a format appropriate for presentations to senior City officials, City Council members, and other audiences. The Consultant will be expected to be available and assist the City in presenting its work to senior City officials and City Council.

Deliverables for Task 6:

- Draft presentation materials for stakeholder meetings
- Draft presentation materials for City Council meeting
- Demonstration of interactive mapping tool
- Demonstration of interactive self-service estimator tool

TASK 7: FINAL REVIEW OF DELIVERABLES

The Consultant shall provide City staff with final drafts of all Phase 2 proposed fee outlines, Nexus Studies and all project materials. All final technical reports and map files shall be provided electronically in the following forms: PDF, Microsoft Word, Microsoft Excel format, Map Files (Geodatabase format), as directed by the City. No files shall be password protected.

The Consultant shall assume a minimum review time of 15 working days per submittal for the City's review of the following documents, prior to releasing for initial review by stakeholders:

Final Deliverables for Task 7 shall include:

- Final Fee Program Layout
- Final Nexus Studies on all revised fees and additional fees being recommended
- Stakeholder Meeting Presentation and Meeting documents.
- City Council Meeting Presentation

TASK 8: ONGOING SUPPORT (OPTIONAL)

It is the City's expectation that the Consultant will be available for a period of three (3) years after the City Council approves the initial revisions at an agreed upon rate/fee. The length of time was determined to cover the first year of the new fee structure as well as two (2) years of fee updates.

PROPOSAL SUBMITTAL AND CONTENT REQUIREMENTS

The City requests that the Consultant submit a concise proposal clearly addressing all the requirements outlined in the RFP. The intent of the RFP is to encourage responses that

clearly communicate the Proposer's understanding of the City's requirements and its approach to successfully provide the products and/or services on time and within budget.

SUBMITTAL AND CONTENT REQUIRED

The proposal shall not exceed **30 pages total** and must include, at a minimum, the following information:

1. Front Cover
2. Cover Letter (1 page): Signed by a company officer authorized to bind the company in agreements.
3. Table of Contents
4. Project Understanding (up to 2 pages): Provide a summary of the consultant's understanding of the project as a whole and the unique capabilities to perform the services required. The summary shall establish that the Consultant understands the City's objectives and work requirements and the Consultant's ability to satisfy those objectives.
5. Scope of Work and Work Plan (up to 11 pages): Provide a detailed Scope of Work Statement describing all the services to fulfill the project scope. Explain what specific steps are to be taken, methodologies to be employed, and what tools are to be used, how fees are to be developed, and what quality control measures will be taken. The approach should include examples of what report components may look like.

Proposals shall describe the Consultant's approach to completing the required work timely and on schedule. It should also include a detailed schedule that specifically addresses each task, as applicable, including a breakdown of phases, and a timeframe of how long each phase will take to complete. Include how often the project team expects to meet with City personnel and the development community as well as describe for what purposes; how progress relative to the schedule will be tracked and communicated; and how project costs will be tracked and invoiced.

The Consultant may also include technical or procedural innovations, or specific new concepts that have been used successfully on development fees and which may benefit the City with better fee implementation.

Describe the proposed cost control and budgeting methodology for this project. Describe critical issues associated with the scope of work and how you will address these. Provide information regarding your firm's financial management capabilities, including the accounting proposed for the Project.

6. Schedule of Work (up to 2 pages): Provide a detailed schedule for all phases of the project and the proposing Consultant's services including time for reviews and

approvals. The schedule shall be drafted to follow the Draft Project Delivery Schedule shown in Exhibit A, however, expedited schedules are preferred with justification for timeline feasibility.

Anticipate all reviews for the City take approximately 15 days to complete and return to the Consultant.

7. Cost Proposal (up to 2 pages): The proposal shall include cost and rate information. A cost proposal shall be submitted with the initial written proposal. Cost will be evaluated based on its reasonableness and overall value in the context of the submitted proposal.

The Consultant shall provide a separate cost breakdown for Phase 1 and Phase 2. The optional tasks in Phase 2 shall be priced as an optional add-on, subject to City review and approval following the completion of Phase 1. The City will not be obligated to proceed with the optional tasks of Phase 2 of this project.

8. Experience with Similar Projects (up to 4 pages): The consultant's experience and history in performing this type of work for other public agencies and master planned communities, including the consultant's ability to provide prioritized project recommendations and scheduling based on an efficient timeline. Include references of persons, firms, or agencies that the City may contact to verify the experience of the Consultant. Please do not include projects that are older than 5 years.
9. Staff Resumes, Key Project Personnel (up to 6 pages): For the members of the Consultant's proposed project team (including subconsultants). Provide detailed resumes for the top project team members. Also, include the amount of time each team member will be working on the proposed project.
10. Conflict of Interest Statement (1 page): The proposing Consultant shall disclose any financial, business or other relationship with the City that may have an impact upon the outcome of the contract or the construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract. The proposing Consultant shall disclose any financial interest or relationship with any company that might directly benefit from the outcome of the development fee program. Refer to Section C below for additional Conflict of Interest Requirements.
11. References (up to 2 pages): The Consultant should provide a minimum of three (3) references. Do not provide references older than 5 years. Please note that a representative from the City will be contacting references of the chosen consultant.
12. Acknowledgement of Agreement (1 page)
13. Back Cover

Notes:

- *Please note that the following will **not** be counted towards the page limits: front cover, table of contents, dividers, and back cover.*
- *Double sided pages will count as two pages.*
- *Proposals shall be numbered consecutively.*
- *Use a minimum 11-point font size (e.g., Arial, Calibri, or Times New Roman) for all narrative content.*
- *Any proposal failing to include the required information described above will be considered incomplete and disqualified.*
- *Any proposal received after the deadline will not be considered.*

CLARIFICATIONS OF REFERENCE MATERIAL CONFLICTS

In case of conflict, ambiguities, discrepancies, errors or omissions among the reference materials obtained by the Consultant from other agencies, the Consultant shall submit the matter to City of Clovis for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors or omissions which is performed by the Consultant before clarification by City of Clovis shall be at the Consultant's risk. Such conflicts, ambiguities, discrepancies, errors or omissions among the references shall not give rise to a claim by the Consultant for extra work unless the Consultant can demonstrate that it has incurred additional expenses as a result thereof.

CONSULTANT SELECTION PROCEDURES

City staff will assemble a Selection Committee and will review and evaluate all proposals received in accordance with the criteria identified below.

The top consultant(s) with the highest scores after the City has evaluated the written criteria will then proceed to an interview with the City Project Manager and other City staff. It is the City's preference that these interviews be held in person.

The selection process will include the following evaluation factors:

1. Proposal Thoroughness and Understanding: The Consultant has demonstrated a clear and complete understanding of the project requirements, goals, and constraints. Proposal shows creativity and innovation in the consultant's approach to the Project.
2. Qualifications, Staff Expertise and Overall Experience: Qualifications of the firm, Project Manager, and sub-consultant have been demonstrated through similar projects and experience. Quality of staff clearly demonstrates technical ability to complete the project requirements.
3. Project Time Schedule: The Consultant has prepared a clear and comprehensive schedule that properly reflects the scope and objectives of the project.

4. Efficiency and Clarity: The Consultant proposes innovative, practical, and value-added methodologies, tools, or communication strategies that enhance the effectiveness, transparency, and usability of the DIF program. This may include features such as interactive fee calculators, visual tools for stakeholder engagement, simplified reporting formats, phasing strategies, or other creative approaches that improve stakeholder understanding and project implementation.
5. Cost: Cost will be evaluated based on its reasonableness and overall value in the context of the submitted proposal.
6. References: References provide strong support and history of having worked with the consultant.

The evaluation worksheet will be as represented in the table below:

WRITTEN EVALUATION CRITERIA	MAXIMUM POINTS
Proposal Thoroughness and Understanding	35
Qualifications, Staff Expertise and Overall Experience	25
Project Time Schedule	15
Efficiency and Clarity	10
Cost	10
References	5
TOTAL	100

DISCLAIMER

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject all responses to this request at any time prior to contract execution. The City reserves the right to request or obtain additional information about any and all proposals, and/or amend the scope of work.

APPENDICES

- A. Draft Project Delivery Schedule
- B. Insurance Requirements
- C. Sample Consultant Agreement Template
- D. Current Nexus Studies Book

(Note: Appendices are not attached with this Request for Proposal that is to be included in the final contract.)

EXHIBIT B

CONSULTANT PROPOSAL

City of Clovis, CA



Proposal for

Review and Update of Development Impact Fee Program



1. Front Cover Title Page

Request for Review and Updates to the City of Clovis Development Impact Fee Program



66 Franklin Street, Suite 300
Oakland, CA 94607
Tel: (800) 755-6864 | Fax: (951) 587-3510

Contact Person:

James Edison
Managing Principal
Email: JEdison@Willdan.com | Tel #: (800) 755-6468



2. Cover Letter

September 23, 2025

Mr. Sean Smith
Deputy City Engineer
City of Clovis
1033 Fifth Street
Clovis, CA 93612

Re: *Proposal to Conduct a Development Impact Fee Review and Update, Including Nexus Studies, for the City of Clovis*

Dear Mr. Smith:

Willdan Financial Services ("Willdan") is pleased to present this proposal to the City of Clovis ("City") to conduct a comprehensive Development Impact Fee Review and Update, including the preparation of Nexus Studies. Willdan's project approach ensures the preparation of a fee program that is transparent, technically sound, and defensible. With unmatched impact fee experience, Willdan is particularly well positioned to serve the City and support its long-term infrastructure and growth objectives. Outlined below are the advantages and benefits that Willdan will provide for the City.

Unmatched experience implementing and defending fee programs - Willdan has assisted more than 100 California agencies with the development and update of all major fee types. Each engagement has required defensible documentation and coordination of fee program changes across agency departments and with the development community. Our team has experience negotiating fee structures with stakeholders and defending them in public meetings, ensuring programs are both equitable and durable.

Compliance with State law and evolving requirements - In addition to preparing the technical analyses, Willdan advises clients on the advantages and disadvantages of different fee schedule structures (e.g., citywide versus zoned, broader versus more detailed land use categories). We ensure programs comply with the Mitigation Fee Act (Gov. Code Section 66000 et seq.) and remain defensible and transparent. Our staff is also current on requirements introduced by AB 602 (2022), which establishes additional standards for nexus studies and adoption processes.

Innovative Methodologies - Drawing on national experience, Willdan provides unique insights to address a variety of challenges. Our ability to present clear options and evaluate trade-offs ensures that studies are balanced and pragmatic. Where appropriate, we support stakeholder engagement through structured meetings that foster understanding of fee justification and the role of impact fees in funding community infrastructure.

Successful project completion - Willdan has successfully completed many development impact fee studies, including recent work in the ***Counties of Madera, San Benito, San Joaquin, Stanislaus, Tulare, Tuolumne, and Yolo, as well as the Cities of Carpinteria, Garden Grove, Hollister, Murrieta, Oroville, Rialto, and Santa Clara***. Our track record demonstrates our ability to deliver high-quality, defensible programs that withstand public and technical scrutiny.

Willdan Financial Services is proud to submit this proposal to the City of Clovis. Mr. James Edison will serve as the prime contact if you wish to discuss any aspect of this submittal, please contact him at JEdison@willdan.com or via phone at (510) 912-4687.

As a Vice President of Willdan Financial Services, I am authorized to bind the firm to the terms of this proposal, as well as the subsequent agreement.

Sincerely,

WILLDAN FINANCIAL SERVICES

Chris Fisher
Vice President / Director

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4. Project Understanding

Project Approach

As part of the larger financial planning effort for the City's future development, the City of Clovis seeks to understand the financial impacts that foreseeable growth will have on public services and infrastructure. This review of the Development Impact Fee program will help ensure that the City's fee structure remains legally compliant, technically defensible, and aligned with its long-range planning goals. A well-structured program is central to maintaining the principle that new development contributes its fair share toward the cost of public facilities and services needed to support growth.

The City has identified the need to update its impact fees so they reflect current capital costs, growth projections, and facility standards. The study will be prepared consistent with the Mitigation Fee Act (Government Code 66000 et seq.), including new requirements established by AB 602, which place additional emphasis on nexus documentation and transparency. In addition to ensuring compliance with State law, the updated fee program must be clear to the development community, practical for staff to administer, and transparent to the public.

The review will involve a comprehensive evaluation of the City's current fee structure and methodologies, including careful consideration of reimbursement and credit policies, capital facility plans, and growth assumptions. It will also assess opportunities to expand or restructure fees to address unmet needs and ensure that infrastructure funding keeps pace with development. A key focus will be on major infrastructure categories such as water, sewer, transportation, parks, public safety, and general government facilities, with attention to how updated costs and standards affect the calculation of maximum justified fees.

As part of this review, the study will focus on the following fee programs currently included in the City's DIF structure:

- Sewer Fee
- Major Street Fees
- Park Acquisition and Development Fee
- Fire Department Fee
- Library Fee
- Water Fee
- Utility Undergrounding Fee
- Community Sanitation Fee
- Police Department Fee
- Administrative Charges

Project Objectives

In addition to evaluating the current set of fees, the study will help the City identify where adjustments or new funding tools may be needed to keep pace with future growth. The analysis will address the long-term relationship between development and infrastructure demand, while also considering the City's housing obligations, capital improvement planning, and service standards. By looking at both existing conditions and projected needs, the study will provide City leaders with a clear picture of how future development impacts facilities and where funding gaps may occur. This broader perspective will allow Clovis to make informed policy choices that balance fiscal sustainability, legal compliance, and fairness to the development community.

To accomplish this objective, this study will:

- Develop a technically defensible fee justification, based on the reasonable relationship and deferential review standards;
- Review facility standards, capital facilities plans and costs, and development and growth assumptions (including the recent Infrastructure Task Force report and facilities master plans);
- Identify potential additional fees to address unmet future capital facilities needs;
- Provide a schedule of maximum-justified fees by land use category; and
- Provide comprehensive documentation of assumptions, methodologies, and results, including findings required by the ***Mitigation Fee Act***.

5. Scope of Work and Work Plan

Project Methodology

Public Facilities Financing in California

The changing fiscal landscape in California during the past 40 years has steadily undercut the financial capacity of local governments to fund infrastructure. Four dominant trends stand out:

1. The passage of a string of tax limitation measures starting with Proposition 13 in 1978 and continuing through the passage of Proposition 218 in 1996;
2. Declining popular support for bond measures to finance infrastructure for the next generation of residents and businesses;
3. Steep reductions in Federal and State assistance; and
4. Permanent shifting by the State of local tax resources to the State General Fund to offset deficit spending brought on by recessions.

Faced with these trends, many cities and counties have had to adopt a policy of "growth pays its own way." This policy shifts the burden of funding infrastructure expansion from existing rate and taxpayers onto new development. This funding shift has been accomplished primarily through the imposition of assessments, special taxes, and development impact fees, also known as public facilities fees. Assessments and special taxes require approval of property owners or registered voters and are appropriate when the funded facilities are directly related to the developing property.

Development impact fees, on the other hand, are an appropriate funding source for facilities that benefit development jurisdiction-wide. Development fees need only a majority vote of the legislative body for adoption.

Approach and Methodology

Willdan's methodology for calculating public facilities fees is both simple and flexible. Simplicity is important so that the development community and the public can easily understand the justification for the fee program. At the same time, we use our expertise to reasonably ensure that the program is technically defensible.

Flexibility is important, so we can tailor our approach to the available data, and the agency's policy objectives. Our understanding of the technical standards established by statutes and case law suggests that a range of approaches are technically defensible. Consequently, we can address policy objectives related to the fee program, such as economic development and affordable housing. Flexibility also enables us to avoid excessive engineering costs associated with detailed facility planning. We calculate the maximum justifiable impact fee and provide flexibility for the agency to adopt fees up to that amount.

Development impact fees are calculated to fund the cost of facilities required to accommodate growth. The four steps followed in an impact fee study include:

- **Estimate existing development and future growth:** Identify a base year for existing development and a growth forecast that reflects increased demand for public facilities;
- **Identify facility standards:** Determine the facility standards used to plan for new and expanded facilities;
- **Determine facilities required to serve new development and their costs:** Estimate the total amount and cost of planned facilities, and identify the share required to accommodate new development; and
- **Calculate fee schedule:** Allocate facilities costs per unit of new development to calculate the public facilities fee schedule.

We discuss key aspects of our approach to each of these steps in the subsections that follow.

Growth Projections

In most cases, we recommend use of long-range market-based projections of new development. By "long-range" we suggest 20 to 30 years to: capture the total demand often associated with major public facility investments; and support analysis of debt financing, if needed. In contrast to build out projections, market-based projections provide a more realistic estimate of development across all land uses. Build out projections typically overestimate commercial and industrial development because of the oversupply of these land uses relative to residential development.

Facility Standards

The key public policy issue in development impact fee studies is the identification of facility standards (second bullet above). Facility standards document a reasonable relationship between new development and the need for new facilities. Standards ensure that new development does not fund deficiencies associated with existing development.

Our approach recognizes three separate components of facility standards:

1. **Demand standards** determine the amount of facilities required to accommodate growth. Examples include park acres per thousand residents, square feet of library space per capita, or gallons of water per day. Demand standards may also reflect a level of service such as the vehicles-to-capacity (V/C) ratio used in traffic planning;
2. **Design standards** determine how a facility should be designed to meet expected demand, for example park improvement requirements and technology infrastructure for office space. Design standards are typically not explicitly evaluated as part of an impact fee analysis but can have a significant impact on the cost of facilities. Our approach incorporates current facility design standards into the fee program to reflect the increasing construction cost of public facilities; and
3. **Cost standards** are an alternate method for determining the amount of facilities required to accommodate growth based on facility costs per unit of demand. Cost standards are useful when demand standards were not explicitly developed for the facility planning process. Cost standards also enable different types of facilities to be analyzed based on a single measure (cost or value), useful when disparate facilities are funded by a single fee program. Examples include facility costs per capita, per vehicle trip, or cost per gallon of water per day.

Identifying New Development Facility Needs and Costs

We can take several different approaches to identify facility needs and costs to serve new development. Typically, this is a two-step process: 1) identify total facility needs; and 2) allocate to new development its fair share of those needs. Total facility needs are often identified through a master facility planning process that typically takes place concurrent with or prior to conducting the fee study. Engineered facility plans are particularly important in the areas of traffic, water, sewer, and storm drain due to the specialized technical analysis required to identify facility needs.

There are three common methods for determining new development's fair share of planned facilities costs: 1) the existing inventory method; 2) the planned facilities method; and 3) the system plan method. Often the method selected depends on the degree to which the community has engaged in comprehensive facility master planning to identify facility needs.

The formula used by each approach and the advantages and disadvantages of each method is summarized as follows:

Existing Inventory Method

The existing inventory method allocates costs based on the ratio of existing facilities to demand from existing development as follows:

$$\frac{\text{Current Value of Existing Facilities}}{\text{Existing Development Demand}} = \$/\text{unit of demand}$$

Under this method new development funds the expansion of facilities at the same standard currently serving existing development. By definition, the existing inventory method results in no facility deficiencies attributable to existing development. This method is often used when a long-range plan for new facilities is not available. Only the initial facilities to be funded with fees are identified in the fee study. Future facilities to serve growth are identified through an annual Capital Improvement Plan (CIP) and budget process, possibly after completion of a new facility master plan.

Planned Facilities Method

The planned facilities method allocates costs based on the ratio of planned facility costs to demand from new development as follows:

$$\frac{\text{Cost of Planned Facilities}}{\text{New Development Demand}} = \$/\text{unit of demand}$$

This method is appropriate when specific planned facilities can be identified that only benefit new development. Examples include street improvements to avoid deficient levels of service or a sewer trunk line extension to a previously undeveloped area. This method is appropriate when planned facilities would not serve existing development. Under this method new development funds the expansion of facilities at the standards used for the master facility plan.

System Plan Method

This method calculates the fee based on the ratio of the value of existing facilities plus the cost of planned facilities divided by demand from existing plus new development:

$$\frac{\text{Value of Existing Facilities} + \text{Cost of Planned Facilities}}{\text{Existing} + \text{New Development Demand}} = \$/\text{unit of demand}$$

This method is useful when planned facilities need to be analyzed as part of a system that benefits both existing and new development. It is difficult, for example, to allocate a new fire station solely to new development when that station will operate as part of an integrated system of fire stations that work together to achieve the desired level of service. Police substations, civic centers, and regional parks are examples of similar facilities.

The system plan method ensures that new development does not pay for existing deficiencies. Often, facility standards based on policies such as those found in General Plans are higher than existing facility standards. This method enables the calculation of the existing deficiency required to bring existing development up to the policy-based standard. The local agency must secure non-fee funding for that portion of planned facilities, required to correct the deficiency, to ensure that new development receives the level of service funded by the impact fee.

Calculating the Fee Schedule

At its simplest, the fee schedule uses the cost per unit of demand discussed in the last subsection to generate the fee schedule. This unit cost is multiplied by the demand associated with a new development project to calculate the fee for that project. The fee schedule uses different demand measures by land use category to provide a reasonable relationship between the type of development and the amount of the fee. We are familiar with a wide range of methods for identifying appropriate land use categories and demand measures depending on the study.

Related Approach Issues

Funding and Financing Strategies

In our experience, one of the most common problems with impact fee programs and with many CIPs is that the program or plan is not financially constrained to anticipated revenues. The result is a “wish list” of projects that generate community expectations that often cannot be fulfilled. Our approach is to integrate the impact fee program into the local agency’s existing CIPs while encouraging those plans to be financially constrained to available resources. We clearly state the cost of correcting existing deficiencies, if any, to document the relationship between the fee program and the need for additional non-fee funding.

We can also address one of the most significant drawbacks of an impact fee program – the inability to support conventional public debt financing, so projects can be built before all fee revenues have been received. In collaboration with financial advisors and underwriters, we have developed specific underwriting criteria so that fees can be used to pay back borrowing if another source of credit exists. Typically, this approach involves the use of Certificates of Participation or revenue bonds that are calibrated so that they can be fully repaid using impact fee revenues.

Economic Development Concerns

The development community often is concerned that fees and other exactions will become too high for development to be financially feasible under current market conditions. Local agencies have several strategies to address this concern, including:

- Conducting an analysis of the total burden placed on development, by exactions, to see if feasibility may be compromised by the proposed fees;
- Gathering similar data on the total fee burden imposed by neighboring or competing jurisdictions;
- Developing a plan for phasing in the fees over several years to enable the real estate market to adjust;
- Providing options for developers to finance impact fees through assessments and other types of financing districts; and
- Imposing less than the maximum justified fee.

If less than the maximum justified fee is imposed, we will work with staff to identify alternative revenues sources for the CIP. The CIP should remain financially feasible to maintain realistic expectations among developers, policymakers, and the public.

Stakeholder Participation

Stakeholder participation throughout the study supports a successful adoption process. Our approach is to create consensus first, around the need for facilities based on agreed upon facility standards. Second, we seek consensus around a feasible funding strategy for these needs, leading to an appropriate role for impact fees.

Gaining consensus among various groups requires a balanced discussion of both economic development and community service objectives. Often, our approach includes formation of an advisory committee to promote outreach to and input from the development community and other stakeholders. We have extensive experience facilitating meetings to explain the program and gain input.

Program Implementation

Fee programs require a certain level of administrative support for successful implementation. Our final report will include recommendations for appropriate procedures, such as:

- Regularly updating development forecasts;
- Regularly updating fees for capital project cost inflation;
- Regularly updating capital facility needs based on changing demands;
- Developing procedures for developer credits and reimbursements; and
- Including an administrative charge in the fee program.

Work Plan

Willdan will work with the City to update its impact fees consistent with the Mitigation Fee Act and other relevant laws. We want to ensure that our scope of services is responsive to the City's needs and specific local circumstances.

We will work with the City to revise our proposed scope based on input prior to approval of a contract, and as needed during the course of the study.

Phase One: Evaluation of Current Fee Program

Phase One will focus on evaluating the City's current Development Impact Fee (DIF) Program to establish a clear understanding of its structure, compliance with the Mitigation Fee Act and recent court cases and legislation, and consistency with City policies and best practices. Willdan will review all existing fees, reimbursement and credit programs, and potential alternative financing methods. This phase also includes the preparation of draft findings, demonstration of mapping and fee estimator tools, and final deliverables to inform Phase Two.:

Task 1.1: Overall Project Management Support

Objective: Ensure effective management of scope, cost, schedule, and communication.

Description: Willdan will provide monthly progress reports, invoices, and correspondence. Our team will conduct Project Development Team (PDT) meetings, prepare agendas and minutes, and coordinate as needed with City staff.

Task 1.2: Evaluation of Current DIF Program

Objective: Review the City's current DIF program for legal compliance, policy alignment, and consistency with regional best practice.

Description: Willdan will conduct a comprehensive evaluation of all existing fees (sewer, water, major streets, utility undergrounding, parks, sanitation, fire, police, library, and administrative charges). This will include review of alignment with current legal requirements, consistency with the City's General Plan and Capital Improvement Program (CIP), and comparison to best practices in other jurisdictions. The analysis will highlight areas where fees may require updates or restructuring and identify options for phased implementation.

Task 1.3: Evaluate Master Plan & Capital Improvement Plan

Objective: Assess the City's current reimbursement and in-lieu fee policies.

Description: Willdan will review the City's current reimbursement and credit policies and evaluate whether they adequately address developer contributions and reimbursements while balancing City requirements of capital planning and administrability.

Peer agency policies will be examined to provide context and identify potential improvements. Recommendations will focus on aligning policies with City priorities and enhancing clarity and predictability for stakeholders.

Task 1.4: Review Alternative DIF Financing Models

Objective: Identify and assess alternative financing tools to supplement DIF revenues.

Description: Willdan will evaluate financing methods such as debt mechanisms, alternative collection approaches, or phased payment options. Each alternative will be assessed in terms of legal defensibility, administrative feasibility, and potential impacts on project delivery. The goal is to provide the City with clear options to strengthen its financial strategy for capital facilities.

Task 1.5: Summary, Presentation of Findings & Draft Tools

Objective: Communicate Phase One results and provide draft tools for staff and stakeholders.

Description: Willdan will prepare a summary of key findings and recommendations for City staff, stakeholders, and the City Council. Draft versions of an interactive mapping tool and a public-facing self-service fee estimator will be developed and demonstrated. These tools will allow City staff and the development community to visualize fee boundaries and estimate project-specific fees with greater transparency.

Deliverables: Draft Presentation materials, Draft mapping tool, Draft fee estimator tool.

Task 1.6: Final Review of Deliverables

Objective: Deliver complete and finalized Phase One materials in usable formats.

Description: Incorporating City feedback, Willdan will prepare final reports, presentation materials, and tools. Final versions will be submitted in Word, Excel, PDF, and GIS-compatible formats for City use.

Phase Two: Revisions to DIF Program, Nexus Studies, and Associated Items

Building on the findings of Phase One, Phase Two will update and refine the City's DIF Program. Willdan will prepare a detailed reanalysis of the water and sewer programs, update or restructure other fee programs, and evaluate potential new fees. Legally defensible Nexus Studies will be prepared for all revised or new programs, and City staff will receive training to maintain and apply the methodologies. Draft and final deliverables, including updated tools and presentations, will be prepared for stakeholders and the City Council.

Optional ongoing support is available for up to three years after adoption.

Task 2.1: Water and Sewer Fee Update

Objective: Reanalyze the water and sewer DIFs to ensure accuracy, compliance, and defensibility.

Description: Willdan will conduct a detailed review of the City's sewer and water impact fees, which represent a significant portion of development obligations and have been subject to stakeholder scrutiny. This task will include updated fee calculations, evaluation of potential restructuring, and assessment of impacts on related DIF programs. Recommendations will provide the City with options for strengthening the structure and equity of these critical fee programs.

Deliverables: Willdan will deliver the following:

- Updated fee calculations;
- Report on fee impacts and restructuring options;

Task 2.2: Other Fee Update & Additional Fees

Objective: Update or restructure other existing fees and evaluate potential new fees.

Description: Based on the results of Phase One, Willdan will perform fee-by-fee evaluations for additional DIF categories. Each fee will be analyzed individually to ensure transparency and defensibility. This task may also include evaluation of new fee programs, such as incorporating planned major transportation infrastructure improvements that are regionally significant.

Deliverables: (1) Evaluation reports for each restructured fee and (2) Separate scope/report for any new fee programs.

Task 2.3: Nexus Study Update

Objective: Provide complete, legally defensible Nexus Studies for all revised or new fees.

Description: Willdan will prepare updated Nexus Studies that document methodology, assumptions, findings, and justification for each revised or new fee. The studies will establish the legal connection between new development and the need for public facilities, ensuring compliance with the Mitigation Fee Act.

Deliverables: (1) Nexus Studies for each revised or new fee

Task 2.4: Determine Facilities Needs and Costs

Objective: Equip City staff with the knowledge to apply and maintain updated fee programs.

Description: Willdan will conduct training sessions to review methodologies, calculations, and assumptions for updated fee programs. Training will focus on water and sewer fees, with optional sessions for other restructured fees. The goal is to ensure City staff can independently apply the program in future updates.

Deliverables: (1) Training sessions and supporting materials

Task 2.5: Summary of Information & Presentation of Findings

Objective: Present Phase Two findings to stakeholders and Council for review and adoption.

Description: Willdan will prepare draft and final reports, updated tools, and presentation materials for staff, stakeholders, and the City Council. These materials will summarize assumptions, methodologies, and results, and support public engagement and Council decision-making.

Deliverables: (1) Draft and final presentation materials and (2) Updated mapping and estimator tools

Task 2.6: Final Review of Deliverables

Objective: Deliver all final Phase Two reports, studies, and tools to the City.

Description: Willdan will finalize and submit all Phase Two materials, ensuring consistency across technical reports, Nexus Studies, and fee documentation. Final products will be submitted in Word, Excel, PDF, and GIS-compatible formats

Deliverables: Willdan will deliver the following items:

- Final Fee Program layout
- Final Nexus Studies
- Final presentation materials

Task 2.7: Ongoing Support (Optional)

Objective: Provide continued support for program implementation and updates.

Description: Willdan will remain available for up to three years following adoption of the revised program to provide technical support. This may include assistance with fee implementation, data verification, or updates as new projects and priorities arise..

Deliverables

The documents and deliverables produced, including those enumerated in Phases One and Two above, shall be provided in draft form for the City's review.

Willdan anticipates two iterative rounds of comments and adjustments from the City on any document before City determines that it is final.

Staff Support

To complete our tasks, we will need the cooperation of City of Clovis staff. We suggest that the City assign a key individual to represent the City as the project manager who can function as our primary contact. We anticipate that the City's project manager will:

- Coordinate responses to requests for information;
- Coordinate review of work products; and
- Help resolve policy issues.

Willdan will rely on the validity and accuracy of the City's data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any errors that result from inaccurate data provided by the client or a third party.

Project Disclaimer

Willdan is a registered municipal advisory firm with the U.S. Securities and Exchange Commission ("SEC"), as such the City of Clovis represents, acknowledges, and agrees that Willdan is not acting as a "municipal advisor" (as defined by the SEC), to the City, in any capacity as it relates to the project proposed in this Fiscal Analysis proposal.

- (i) The City uses, or may use, the services of one or more municipal advisors registered with the SEC to advise it in connection with municipal financial products and the issuance of municipal securities;
- (ii) The City is not looking to Willdan to provide, and the City shall not otherwise request or require Willdan to provide any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);
- (iii) The provisions of this proposal and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations adopted thereunder;
- (iv) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the City with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the City , (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the City , in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and
- (v) Notwithstanding all of the foregoing, the City recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, the City will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that the City is not asking Willdan to provide, and Willdan is not in fact providing or required to provide, any municipal advisory services..

Quality Control Procedures

Project Management Approach

At Willdan, we utilize a Project Management Process/Approach that ensures projects are completed on time, within budget and most importantly yield results that match our clients' expectations. We will document discussions leading to important policy decisions and/or the choice of critical assumptions used in constructing the analysis and model. Following key stakeholder discussions, we will schedule a call to summarize findings and direction with City staff, to make certain that we are in agreement with stated objectives, and that feedback is incorporated as appropriate.

Through the process of providing regular updates and conducting status conference calls, potential issues will be highlighted, discussed, and resolved. Any deviances from the project timeline will be identified and plans will be developed for course corrections. If necessary, changes in approach or strategy will be discussed with City staff, to meet the needs of the City of Clovis. In doing this, we will ensure the project stays on track and evolves, based upon current thinking and outside dynamics.

Project Management				
 Define the Project	 Plan the Project	 Manage the Project	 Review the Project	 Communicate the Project
- Identify the project scope, set objectives, list potential constraints, document assumptions. - Define a course of action and develop an effective communication plan. - Provide a forum for applying the team's collective expertise to solving difficult analytical issues that arise in complex projects.	- Collaborate with the project team and client staff and agree upon timeline to meet the estimated project timeline. - Assign workload functions to appropriately qualified staff to ensure milestones are met, on time. - Pre-schedule quality control meetings with project team to maintain the progressive motion of the project.	- Manage the execution of the project. - Direct existing and upcoming project tasks. - Control and monitor work in progress. - Provide feedback to client and project team. - Identify and resolve deviances from project timeline.	- Review all work product and deliverables. - Utilize structured quality assurance process involving up to three levels of review at the peer level, project manager level. - Procure executive officer level review.	- Communicate with the client regarding work status and progress. - Ensure client is in receipt of regular status updates. - Schedule regular conference calls to touch base. - Inform client of roadblocks, work outside of projected scope.

Quality Assurance / Quality Control Process

Our quality control program is incorporated as a required element of Willdan's day-to-day activities. There are three levels of reviews incorporated for our deliverables:

- 1) Peer review;
- 2) Project Manager review; and
- 3) Final quality assurance manager review.

Peer reviews involve one analyst reviewing the work of another, while project manager reviews are conducted prior to delivery to the quality assurance manager. The quality assurance manager then performs a final review. This assures that our final product has been thoroughly evaluated for potential errors; thus, providing quality client deliverables, and high levels of integrity and outcomes.



The primary mission of our quality control plan is to provide staff with the technical and managerial expertise to plan, organize, implement, and control the overall quality effort, thereby ensuring the completion of a quality project within the time and budget established.

Quality Assurance Goals		
Goal	Lead	Task
Quality Assurance / Control Process	James Edison	- Establish a set of planned and systematic actions for maintaining a high level of quality in the professional services performed; - Emphasize quality in every phase of work; - Ensure efficient use of resources; - Establish a consistent and uniform approach to the services performed; and - Implement appropriate quality control measures for each work task of the project.
Quality Control Plan	James Edison; Carlos Villareal	- Contract deliverables; - Specific quality control procedures; - Special quality control emphasis; - Budget and manpower requirements; - Overall project schedule and budget; and - Project documentation requirements.

6. Schedule of Work

Work is anticipated to begin in January 2026, with Phase One and Phase Two progressing sequentially, and the final in-person presentation of the completed study to the City Council scheduled for December 2026. The proposed schedule can only be met with the cooperation of City staff. Delays in responding to our requests for data and review will result in corresponding delays to the project schedule. If that is the case, we will notify the City immediately of the possible impact on the schedule.

Development Impact Fees Study

City of Clovis							
Review and Update of Development Impact Fee Program							
Project Schedule							
Scope of Services	January 2026	February	March	April	May	June	(Early) July
Phase One							
Task 1.1: Overall Project Management Support							
Task 1.2: Evaluation of Current DIF Programs							
Task 1.3: Evaluate Master Plan & Capital Improvement Plan							
Task 1.4: Review Alternative DIF Financing Models							
Task 1.5: Summary, Presentation of Findings, & Draft Tools							
Task 1.6: Final Review of Deliverables							
Phase Two							
Task 2.1: Water and Sewer Fee Update	(Late) July	August	September	October	November	December	January 2027
Task 2.2: Other Fee Update & Additional Fees							
Task 2.3: Nexus Study Update							
Task 2.4: Determine Facilities Needs and Costs							
Task 2.5: Summary of Information & Presentation of Findings							
Task 2.6: Final Review of Deliverables							
Task 2.7: Ongoing Support (Optional)							

Willdan can provide additional ongoing support for up to three (3) years following the adoption of the DIF program

8. Experience with Similar Projects

Firm Profile

Willdan Financial Services is an operating division within Willdan Group, Inc. (WGI), which was founded in 1964 as an engineering firm working with local governments. Today, WGI is a publicly traded company (WLDN). WGI, through its divisions, provides professional technical and consulting services that ensure the quality, value and security of our nation's infrastructure, systems, facilities, and environment. The firm has pursued two primary service objectives since its inception—ensuring the success of its clients and enhancing its surrounding communities.

A financially stable company, Willdan has approximately 1,770 employees working in more than a dozen states across the U.S. Our employees include a number of nationally recognized Subject Matter Experts for all areas related to the broadest definition of connected communities—including a team who will be committed to contributing their expertise throughout the duration of the City of Clovis's Development Impact Fee Study engagement.

Willdan has solved economic, engineering and energy challenges for local communities and delivered industry-leading solutions that have transformed government and commerce. Today, we are leading our clients into a future accelerated by a change in resources, infrastructure, technology, regulations, and industry trends.



Willdan Financial Services

Established on June 24, 1988, Willdan Financial Services, is a national firm and is one of the largest public sector economic and financial analysis consulting firms in the United States. Since that time, we have helped over 800 public agencies successfully address a broad range of infrastructure challenges.

Our staff of over 80 professionals support our clients by conducting year-round workshops and on-site training to assist them in keeping current with the latest developments in our areas of expertise.

Willdan assists local public agencies by providing the following services:

Willdan Financial Services	
Services	
▪ User fee studies; ▪ Cost allocation studies; ▪ Utility rate and cost of service studies; ▪ Real estate economic analysis; ▪ Feasibility studies; ▪ Municipal Advisory; ▪ Arbitrage and Continuing Disclosure Services; ▪ Economic development strategic plans; ▪ Debt issuance support	▪ Development impact fee establishment and analysis; ▪ District Administration Services; ▪ Property tax audits; ▪ Tax increment finance district formation and amendment; ▪ Housing development and implementation strategies; and ▪ Long-term financial plans and cash flow modeling.

Experience and Expertise

Willdan has been preparing impact fee nexus studies since the passage of the *Mitigation Fee Act*. Our commitment to public agencies and public solutions has helped us develop the broad finance expertise that will be utilized to support the City's Development Impact Fee Study. Willdan has worked on virtually every aspect of municipal finance, including fiscal and economic impact studies related to development and re-organization, the financing of infrastructure and services through special district or supplemental taxes, and even working under contract as a department head of an entire municipality. This experience has provided Willdan team members with deep insight into the sources of municipal revenue and the costs of services.

Managing Principal James A. Edison and his team have worked with public agencies on many community development projects, including the full range of analysis related to feasibility, economic and fiscal impacts, infrastructure finance, and negotiations with private developers. Willdan is thoroughly familiar with both the Act and with the technical and policy issues surrounding impact fees.

In the past five years Willdan has conducted over 125 Impact Fee Studies



Unique Qualifications

Willdan is uniquely qualified to assist the City of Clovis with the proposed Development Impact Fee Study. The following are specific advantages that we will provide for the proposed engagement.

Project Dedication

Willdan has assembled a project team of subject matter experts within the Financial Consulting Services group, to conduct the City of Clovis Development Impact Fee Study engagement. This team has coordinated or participated in numerous public stakeholder and staff workshops regarding fees and cost of service-based charges.

Community Investment

Much of our success in developing impactful programs and studies is due to our experiences in meeting with citizen / stakeholder groups and elected officials. Our ability to explain technical information in a concise, understandable manner is a fundamental reason for our high degree of success. Willdan staff take the time to **include and inform the Community**.

Proven Professionals

The Team's quality is often as important as the consulting firm's reputation. Willdan is known for its personal, customized service. Our team will work with the City's professional staff to provide the long-term service, that is our prime goal.

Project Availability

Willdan's Financial Consulting Services group is composed of a team of over 30 senior-level professional consultants. While each member of the project team currently has work in progress with other clients, the workload is at a manageable level with sufficient capacity to meet the needs of the City specific to the schedule and budget for this engagement.

The team presented within this proposal has worked collectively on numerous projects, such as the one requested by the City of Clovis; an established work practice between the team members has been forged, this proven long-standing system has benefited our clients.

Similar Studies

The following table lists Willdan's development impact fee clientele that have utilized our services.

Willdan Financial Services Development Impact Fee Experience	
Partial Client List	
City of Alameda, CA	City of Pacifica, CA
City of Antioch, CA	City of Patterson, CA
City of Arcadia, CA	City of Parkland, FL
City of Arroyo Grande, CA	City of Pismo Beach, CA
City of Artesia, CA	City of Pittsburg, CA
City of Atwater, CA	City of Pleasant Hill, CA
City of Azusa, CA	City of Pomona, CA
City of Bakersfield, CA	City of Rancho Mirage, CA
City of Barstow, CA	City of Redwood City, CA
City of Bell, CA	City of Rialto, CA
City of Bell Gardens, CA	City of Richmond, CA
City of Bellflower, CA	City of Rio Rancho, NM
City of Brea, CA	City of Riverbank, CA
City of Calexico, CA	City of Rolling Hills Estates, CA
City of Calimesa, CA	City of Rosemead, CA
City of Carpinteria, CA	City of San Carlos, CA
City of Chino Hills, CA	City of San Fernando, CA
City of Claremont, CA	City of San Gabriel, CA
City of Clovis, CA	City of San Jacinto, CA
City of Coachella, CA	City of San Marcos, CA
City of Commerce, CA	City of San Ramon, CA
City of Compton, CA	City of Santa Clara, CA
City of Corona, CA	City of Sebastopol, CA
City of Covina, CA	City of Selma, CA
City of Cudahy, CA	City of Sierra Madre, CA
City of Dixon, CA	City of Soledad, CA
City of Dublin, CA	City of South Gate, CA
City of Eastvale, CA	City of South Pasadena, CA
City of East Palo Alto, CA	City of South San Francisco, CA
City of El Segundo, CA	City of St. Helena, CA
City of Emeryville, CA	City of Tehachapi, CA
City of Fillmore, CA	City of Temple City, CA
City of Fontana, CA	City of Thousand Oaks, CA
City of Fountain Valley, CA	City of Tracy, CA
City of Fremont, CA	City of Upland, CA

Willdan Financial Services
Development Impact Fee Experience

Partial Client List

City of Garden Grove, CA	City of Visalia, CA
City of Gilroy, CA	City of Wasco, CA
City of Gonzales, CA	City of Yucaipa, CA
City of Goose Creek, SC	Coachella Valley Association of Governments, CA
City of Guadalupe, CA	Contra Costa Fire Protection District, CA
City of Greenfield, CA	County of Clay, FL
City of Grover Beach, CA	County of Kern, CA
City of Hawthorne, CA	County of Kings, CA
City of Healdsburg, CA	County of Los Angeles, CA
City of Hemet, CA	County of Madera, CA
City of Hercules, CA	County of Merced, CA
City of Hollister, CA	County of Placer, CA
City of Huntington Beach, CA	County of Riverside, CA
City of Huntington Park, CA	County of Sacramento, CA
City of Indian Wells, CA	County of San Benito, CA
City of Irwindale, CA	County of San Diego, CA
City of Kingsburg, CA	County of San Joaquin, CA
City of La Mesa, CA	County of San Luis Obispo, CA
City of La Verne, CA	County of Santa Barbara, CA
City of Las Cruces, NM	County of Solano, CA
City of Lake Elsinore, CA	County of Sonoma, CA
City of Lake Forest, CA	County of Stanislaus, CA
City of Lancaster, CA	County of Tulare, CA
City of Lawndale, CA	County of Yolo, CA
City of Livermore, CA	East Contra Costa Fire Protection District, CA
City of Long Beach, CA	Kern Council of Governments, CA
City of McFarland, CA	Nevada County Consolidated Fire District, CA
City of Madera, CA	Rodeo-Hercules Fire Protection District, CA
City of Manteca, CA	San Geronio Memorial Healthcare District, CA
City of Menifee, CA	Stanislaus Council of Governments, CA
City of Moreno Valley, CA	Tehachapi Valley Rec. & Park District, CA
City of Morgan Hill, CA	Town of Apple Valley, CA
City of Mountain View, CA	Town of Mead, CO
City of Murrieta, CA	Town of Windsor, CA
City of Newport Beach, CA	Tulare County Association of Governments, CA
City of Oroville, CA	Village of Taos Ski Valley, NM

9. Staff Resumes, Key Project Personnel

Proposed Project Team

Our management and supervision philosophy for the project team is very simple: staff every position in sufficient numbers with experienced personnel to deliver a superior product and convey results to decision makers in meetings, on time and on budget. With that philosophy in mind, we have selected experienced professionals for the City's engagement. We are confident that our team possesses the depth of experience that will successfully fulfill the desired work performance.

City of Clovis Project Team		
Key Team Member	Project Role	Responsibility to the Engagement
James Edison, JD, MPP Managing Principal	Principal-in-Charge	- Ensure client satisfaction, flow of communication, and management of the project - Technical guidance - Project oversight - Quality assurance & control, and - Meeting and presentation attendance
Carlos Villarreal, MPP Principal Consultant	Project Manager	- Collect, interpret, and disseminate key data - Day to day contact - Production of key elements of the analysis - Model development - Report preparation, and - Meeting and presentation attendance

Staff Continuity

Mr. Edison has been assigned to serve as the City's principal-in-charge; he has been selected for this role due to his extensive experience, which includes the preparation and supervision of numerous fee studies, as well as his experience presenting to governing bodies, stakeholders, and industry groups.

Resumes

Resumes for Willdan's project team are presented on the following pages.



James Edison, JD, MPP, MA

Principal-in-Charge

Mr. James Edison, Managing Principal, specializes in the nexus between public and private, with expertise in public-private partnerships, and the benefits of economic development to municipalities and state, provincial, regional, and national governments. He possesses deep expertise in land use economics, with a specialty in finance and implementation, including fiscal impact and the public and private financing of infrastructure and development projects, both in the U.S. and internationally. Mr. Edison's public-sector experience includes local and regional economic impact studies; fiscal impact evaluations; new government formation strategies; and the creation of impact fees, assessments, and special taxes to fund infrastructure and public facilities. He has conducted numerous evaluations of the economic and fiscal impact of specific plans and consulted on a wide variety of land use planning topics related to community revitalization and the economic and fiscal impacts of development.

As a former bond attorney, Mr. Edison understands the legal underpinnings and technical requirements of public financing instruments and has advised both public and private clients on the use of individual instruments, and the interaction between those instruments and the needs of developers and project finance.

Related Experience

City of East Palo Alto, CA – Development Impact Fee and Financial Feasibility Study:

Mr. Edison served in the role of principal-in-charge of an update to the City's impact fee program. The program included Water Capacity, Parks and Trails, Public Facilities, Transportation Infrastructure, and Storm Drainage impact fees. Stakeholder meetings were held to inform the public about the project, and to solicit feedback.

City of Carpinteria, CA – Development Impact Fee Update: Mr. Edison was the project manager for the City of Carpinteria's Development Impact Fee update study engagement. The study included updates to the following fees: highways and bridges, streets and thoroughfares, traffic control, parking, storm drain, general government, aquatic, park and recreation, and open space. The City has engaged Willdan again to update their impact fees.

City of McFarland, CA – Impact Fee Study Update: Mr. Edison was the principal-in-charge and technical advisor on the update to the City's development impact fee program. The study included the following facility fee categories; general government, law enforcement, park and recreation, fire protection, water, sewer, storm drain, and traffic.

City of Manteca, CA – Fire Impact Fee Update: Mr. Edison served in the capacity of project manager for the update of the City's fire services impact fee program.

City of Fillmore, CA – North Fillmore Specific Plan Nexus Study: Mr. Edison is currently assisting the City with an analysis of development impact fees needed to finance public facilities necessary for the development of the North Fillmore Specific Plan. Public facilities included in this analysis include water, sewer systems, recycled water, and streets.

City of Pismo Beach, CA – Development Impact Fee Update: Mr. Edison served in the role of principal-in-charge of an update to the City's impact fee program. The program included the following facilities: police, fire protection, park and recreation improvements, water system improvements, wastewater, traffic, and general government/administrative facilities. Prior to fee program adoption, a stakeholder meeting was held to inform the public about the project, and to solicit feedback from the development community.

City of Morgan Hill, CA – Development Impact Fee Update: Mr. Edison served as principal-in-charge of an update to the City's existing nexus study, which included general government, fire, police, parks and recreation, library, and storm drain fee categories. The project scope included stakeholder outreach.

City of Fremont, CA – Comprehensive Impact Fee Update: Mr. Edison led the Willdan team in the successful update of the impact fee programs for the City of Fremont. The effort included an update of the City's transportation impact fee program and capital improvement program.

Education

*Juris Doctorate,
University of
California, Berkeley,
School of Law*

*Master of Public
Policy, Goldman
School of Public
Policy, University of
California, Berkeley*

*Bachelor of Arts,
magna cum laude,
Harvard University*

Professional Registrations

*Member of State Bar,
California*

Affiliations

*Council of
Development Finance
Agencies*

*CFA Society of
San Francisco*

*Congress for the
New Urbanism*

Urban Land Institute

Seaside Institute

*International Economic
Development Council*

27 Years' Experience

J. Edison

Resume Continued

County of San Benito, CA – Comprehensive Impact Fee Study: Mr. Edison served as technical advisor to the County's Impact Fee Study. The study included updates to the following fees: capital improvements, road equipment, fire mitigation, and park and recreation.

City of Alameda, CA – Comprehensive Impact Fee Update: Mr. Edison led the Willdan team that updated the City of Alameda's impact fee programs, as well as created a separate impact fee program for Alameda Point, the former Alameda Naval Air Station.

City of Santa Clara, CA – Parks Fee Update: Mr. Edison served as principal-in-charge of the City's park impact fee update. This project included a demographic analysis and estimation of the cost of acquiring and improving public park land.

Stanislaus County Council of Governments, CA – Regional Transportation Fee Update: Mr. Edison worked on an update of the County's transportation impact fee program. Key tasks included a revised capital improvement program and fee model, along with a public participation process that ensures buy-in from the communities of Stanislaus County and the County government itself.

County of Tulare, CA – Countywide Impact Fees: Mr. Edison served as project manager for a study that involved the creation of an impact fee program for the County. The study included a range of facilities such as public protection, library, and parks, as well as a transportation facilities impact fee with different fees calculated for two zones in the County.

County of Riverside, CA – Comprehensive Impact Fee Update: Mr. Edison led the effort to establish a comprehensive fee program for the County, including facilities fees for fire, police, parks, criminal justice, libraries, and traffic. He prepared the technical and analytical documents necessary to calculate the fee and establish the necessary nexus to collect it, as well as presented the fees during public hearings to the County Board of Supervisors. **Furthermore, Mr. Edison is currently leading an update to the County's development impact fees for 2030.**

City of Moreno Valley, CA – Comprehensive Development Impact Fee Study: Mr. Edison was the principal-in-charge for the City's comprehensive impact update. Fee categories included arterial streets, traffic signals, interchanges, parks, recreation, fire, police, library, corporation yard, maintenance equipment, and animal shelter facilities.

City of Murrieta, CA – Master Facilities Plan and Development Impact Fee Calculation Report Update: Mr. Edison served as the principal-in-charge of the City's study to update their Master Facilities Plan and Development Impact Fee Calculation Report, to ensure that new development pays the capital costs associated with growth. **Willdan was recently re-selected, through competitive bid, to update the Impact Fees.**

City of Cudahy, CA – Development Impact Fee Study: Mr. Edison led the Willdan team that helped the City analyze impact fees needed to support future development in the City of Cudahy through buildout of the City's General Plan.

City of Indian Wells, CA – Development Impact Fee Study: Mr. Edison served as the principal-in-charge for the City Indian Wells' update to their development impact fees. The fee program was comprised of a variety of fee categories including transportation, public facilities, recreation, park, and storm drain.

City of Fountain Valley, CA – Development Impact Fee Update Study: Mr. Edison served as the project manager for the City of Fountain Valley's update to their development impact fees. Fees included the park impact fee, traffic improvement fee, transportation impact fee, utility infrastructure impact fee and general plan surcharge fee.



Carlos Villarreal, MPP

Project Manager

Mr. Carlos Villarreal, a Financial Consulting Group Principal Consultant, is proposed to serve in the role of project manager due to his experience documenting nexus findings for development impact fees, preparing capital improvement plans, facilitating stakeholder involvement, and analyzing the economic impacts of fee programs. He has supported adoption of fee programs funding a variety of facility types.

Related Experience

Education

Master of Public Policy,
Goldman School of
Public Policy,
University of California,
Berkeley

Bachelor of Arts,
Geography, University
of California, Los
Angeles; Minor in Public
Policy and Urban
Planning

Areas of Expertise

Fiscal Impact Analyses
Development Impact
Fees
Public Facilities
Financing Plans
GIS Analysis

19 Years' Experience

City of East Palo Alto, CA – Development Impact Fee and Financial Feasibility Study:

Mr. Villarreal was the project manager for City's extensive impact fee study project. Facilities included Water Capacity, Parks and Trails, Public Facilities, Transportation Infrastructure, and Storm Drainage impact fees. Stakeholder meetings were organized to inform the public about the project and gather feedback.

City of Pismo Beach, CA – Development Impact Fee Update:

Mr. Villarreal served in the role of project manager for the City's impact fee project. The program included: police, fire protection, park and recreation improvements, water system improvements, wastewater, traffic, and general government/administrative facilities. Prior to fee program adoption, a stakeholder meeting was held to inform the public about the project, and to solicit feedback from the development community.

City of Carpinteria, CA – Development Impact Fee Update:

Mr. Villarreal was the lead analyst to update the City of Carpinteria's impact fees, which included highways and bridges, streets and thoroughfares, traffic control, parking, storm drain, general government, aquatic, park and recreation, and open space. **The City has engaged Willdan again to update their impact fees and Mr. Villarreal is serving in the role of project manager.**

County of San Benito, CA – Comprehensive Impact Fee Study:

As project manager, Mr. Villarreal assisted the County with the preparation of an updated and expanded impact fee program. The study included updates to the following fees: capital improvements, road equipment, fire mitigation, and park and recreation.

City of Oroville, CA – Impact Fee Study Update:

Mr. Villarreal served as project manager for a study updating the City's development impact fee program, including parks, law enforcement, general government, fire suppression, and traffic facilities. The fee program was adopted by the City Council in 2015. The City engaged Willdan again to update the 2015 study, and Mr. Villarreal served in the role of project manager.

City of McFarland, CA – Development Impact Fee Study Update:

Mr. Villarreal served as project manager updating the City's development impact fee program. The study comprehensively updated the City's fee program, incorporating new facility master planning and infrastructure costs necessary to facilitate expected development in the City through 2040. The study included the following facility fee categories; general government, law enforcement, park and recreation, fire protection, water, sewer, storm drain, and traffic. The fees were adopted by the City Council in 2020.

County of Stanislaus, CA – Impact Fee Study Update:

Mr. Villarreal served in the role of project manager for a study updating the County's existing impact fee program. The program includes a range of facilities, like public protection, library, and parks. The study also included a transportation facilities impact fee, with different fees calculated for two zones in the County. Considerable stakeholder outreach was an integral component of this project.

City of Soledad, CA – Development Impact Fee Study Update:

Mr. Villarreal managed the update of the City's impact fee program, specifically changes in demographics, growth projections, project costs, and facility standards. In particular, the City had to revise its capital facilities needs to accommodate a much lower amount of growth than what was projected before 2007. The resulting fees funded new development's share of planned facilities, while not overburdening development with unnecessary costs.

C. Villarreal

Resume Continued

City of Morgan Hill, CA – Development Impact Fee Update: Mr. Villarreal served as lead analyst assisting with an update to the City's existing nexus study, including general government, fire, police, parks and recreation, library, and storm drain fee categories. The project scope included stakeholder outreach. The City engaged Willdan again to update the study and Mr. Villarreal served in the role of project manager.

City of Murrieta, CA – Master Facilities Plan and Development Impact Fee Calculation Report Update: Mr. Villarreal served as the project manager of the City's study to update their Master Facilities Plan and Development Impact Fee Calculation Report, to ensure that new development pays the capital costs associated with growth. ***Willdan was recently re-selected, through competitive bid, to update the Impact Fees.***

City of Long Beach, CA – Park Impact Fee Update: Willdan assisted with an update to the City's existing park impact fees, with Mr. Villarreal serving in the role of project manager. The project included updating demographic data and facility planning to properly update park facility standards. He used this information to then calculate impact fees for single family and multi-family residential dwelling units and prepare a nexus study documenting the revised fees and the required legal findings under the Mitigation Fee Act.

County of Los Angeles/City of Santa Clarita, CA – Law Enforcement Facilities Fee Study: Mr. Villarreal assisted with the development of an impact fee program to fund law enforcement facilities serving the City of Santa Clarita, and other Antelope Valley jurisdictions within the County of Los Angeles. The analysis involved the comparison of law enforcement facilities serving incorporated and unincorporated areas.

County of Riverside, CA – Comprehensive Impact Fee Update: Mr. Villarreal was the lead analyst in the effort to establish a comprehensive fee program for the County, including facilities fees for fire, police, parks, criminal justice, libraries, and traffic. He assisted in the preparation of the technical and analytical documents necessary to calculate the fees and establish the necessary nexus. ***Mr. Villarreal is once again serving on the project team to update the County's impact fees through 2030.***

City of Moreno Valley, CA – Comprehensive Development Impact Fee Study: Mr. Villarreal served as the project manager for the City's comprehensive impact update. Fee categories included arterial streets, traffic signals, interchanges, parks, recreation, fire, police, library, corporation yard, maintenance equipment, and animal shelter facilities. In 2022 the City added a public arts fee and workforce development facility fee.

10. Conflict of Interest Statement

Willdan is not aware of any actual, apparent, direct, or potential conflicts of interest that would arise from any work performed by us that would impair or impede our ability to perform objectively for the City of Clovis.

11. References

Provided below are client references for projects completed by Willdan and the project team members proposed herein, which demonstrates our ability to provide the requested services. We are proud of our reputation for customer service and encourage you to contact our past clients regarding our commitment to excellence.

City of East Palo Alto
Development Impact Fee Nexus and Financial Feasibility Study

In 2023, Willdan was selected through a competitive bidding process to conduct a comprehensive Development Impact Fee Nexus and Financial Feasibility Study for the City. The planned growth outlined in the City's 2035 Vista General Plan represented significant changes to the anticipated development of the City, and the City's impact fee program was due for an update pursuant to the Mitigation Fee Act. Additionally, there has been an increasing interest in development within the Ravenswood Business District/4 Corners Transit-Oriented Development Specific Plan area that required modifications to the City's infrastructure and financing plans.

To address these challenges, Willdan carried out a comprehensive Development Impact Fee Nexus Study update to revise the existing fees and conducted a Financial Feasibility Analysis to evaluate the effects of the maximum supportable impact fees on development projects. The impact fees included Water Capacity, Parks and Trails, Public Facilities, Transportation Infrastructure, and Storm Drainage.

For this project, the Willdan team evaluated nine development prototypes, compared impact fees with six similar cities, conducted extensive stakeholder outreach, and collaborated closely with City staff. The project was completed in March 2025.

Client Contact:	Hanson Hom, FAICOP, Deputy Manager, Special Projects 1960 Tate Street, East Palo Alto, CA 94303 Tel #: (650) 519-5121 Email: hhom@cityofepa.org		
Project Dates:	2023 – 2025	Project Budget:	\$115,872
Project Team:	James Edison Carlos Villarreal	Project %:	100%

County of Stanislaus, CA
Development Impact Fee Update

Willdan has a long-standing relationship with the County of Stanislaus. In 2016, we assisted the County with an update to the existing impact fee program. The program is made up of a range of fee categories including animal control, behavioral health, criminal justice, detention, emergency services, health, library, park, sheriff patrol and investigation, and countywide information technology facilities. Fees are collected on new development countywide, including incorporated municipalities within the County, which include the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock and Waterford. The study also includes a Regional Transportation Impact Fee (RTIF), which is currently being updated for the County. Considerable stakeholder outreach was an integral component of this project.

Willdan recently revised the Public Facilities Impact Fee Update report to include an accessory dwelling unit land use category.

Client Contact:	Keith Boggs, Assistant Executive Officer <i>(Retired, serving as independent consultant to the County)</i> 1010 10 th Street, Suite 6800, Modesto, CA 95354 Tel #: (209) 652-1514 Email: boggsk@stancounty.com		
Project Dates:	2011 – 2021	Recent DIF Project Budget:	\$71,680
Project Team:	James Edison Carlos Villarreal	Project %:	100%

City of Fremont, CA

Comprehensive Impact Fee Update

Willdan's impact fee staff has a long-standing relationship with the City of Fremont. In 2014/2015, Willdan successfully updated their impact fee programs, which included an update of the City's transportation impact fee program and capital improvement program. The City retained Willdan again in 2020 to update their impact fee program and the project was completed during the second quarter of 2021.

Client Contact:	Michelle Silva-Salinas, Public Works Business Manager 3300 Capitol Avenue, Fremont, CA 94538 Tel #: (510) 979-5705 Email: msilva-salinas@fremont.gov		
Project Dates:	2013 – 2021	Recent DIF Project Budget: \$226,840	
Project Team:	James Edison Carlos Villarreal	Project %: 100%	

City of Pismo Beach, CA

Development Impact Fee Study

Willdan assisted the City of Pismo Beach with an update to their impact fee program. The program included the following facilities: police, fire protection, park and recreation improvements, water system improvements, wastewater, traffic, and general government/administrative facilities. This project was warranted due to the amount of time that had elapsed since the prior update, coupled with the adoption of new and revised public facility master plans that complemented the updated impact fees. Prior to fee program adoption, Willdan held a stakeholder meeting to inform the public about the project, and to solicit feedback from the development community.

Willdan was re-engaged in 2024 to provide an update to the Development Impact Fee Study.

Client Contact:	Nadia Feeser, Administrative Services Director 760 Mattie Road, Pismo Beach, CA 93449 Tel #: (805) 773-7010 Email: nfeeser@pismo-beach.org		
Project Dates:	2018 – Ongoing	Recent DIF Project Budget: \$45,600	
Project Team:	James Edison Carlos Villarreal	Project %: 100%	

City of Murrieta, CA

Comprehensive Development Impact Fee Study

Willdan was retained originally in 2013 to conduct a comprehensive update to the City's impact fees. The team was once again retained through competitive bid in 2023 to update the following fees: Law Enforcement, Fire Protection, Streets and Minor Bridges, Traffic Signals, Storm Drainage, General Facilities, Bridge/Freeway/Ramps, Open Space Acquisition, Park Land Facilities, Community Center, and Public Library.

Willdan developed a technically defensible fee justification based on the reasonable relationship and deferential review standards; provided a schedule of maximum-justified fees by land use category; engaged stakeholders to facilitate public support for the impact fee; and provided comprehensive documentation of all assumptions, methodologies, and results, including findings required by the Mitigation Fee Act.

Willdan was re-engaged in 2023 to provide an update to the Development Impact Fee Study.

Client Contact:	Javier Carcamo, Finance Manager 1 Town Square, Murrieta, CA 92562 Tel #: (951) 461-6090 Email: jcarcamo@murrietaca.gov		
Project Dates:	2013 – 2024	Recent DIF Project Budget: \$86,520	
Project Team:	James Edison Carlos Villarreal	Project %: 100%	

12. Acknowledgement of Agreement

Willdan has reviewed the City's sample agreement and requests no changes to the terms and conditions, Willdan will sign the agreement as presented with the City's RFP.



27368 Via Industria, Suite 200
Temecula, CA 92590-4856
951.587.3500 | 800.755.6864 | Fax: 951.587.3510
www.willdan.com



City of Clovis, CA



Proposal for

Review and Update of Development Impact Fee Program



Cost Proposal

September 23, 2025

Mr. Sean Smith
Deputy City Engineer
City of Clovis
1033 Fifth Street
Clovis, CA 93612

Re: *Proposal to Conduct a Development Impact Fee Review and Update, Including Nexus Studies, for the City of Clovis*

Dear Mr. Smith:

Willdan Financial Services ("Willdan") is pleased to present the following cost proposal to the City of Clovis to conduct a comprehensive Development Impact Fee Review and Update, including the preparation of Nexus Studies. This submission reflects our understanding of the City's Request for Proposal ("RFP")

Willdan is excited about this opportunity to serve the City of Clovis. To discuss any aspect of our technical and/or cost proposal, please contact Managing Principal, James Edison directly at (510) 912-4687 or via email at JEdison@Willdan.com.

Sincerely,

WILLDAN FINANCIAL SERVICES



Chris Fisher
Vice President / Director

7. Cost Proposal

Based upon the scope of work identified herein, Willdan proposes a **not-to-exceed fixed fee of \$131,520** for the City's Development Impact Fee Review and Update, including Nexus Studies. The table below provides a breakdown of the proposed fee by task and project team member.

City of Clovis					
Review and Update of the Development Impact Fee Program					
Fee Proposal					
	J. Edison PIC / Tech Advisor	C. Villarreal Project Manager		Total	
	\$	\$	Hours		Cost
Scope of Services					
Phase One - Evaluation of Current Fee Program					
Task 1.1: Overall Project Management Support	10.0	18.0	28.0	\$	7,860
Task 1.2: Evaluation of Current DIF Program	14.0	18.0	32.0		9,060
Task 1.3: Evaluate Master Plan & Capital Improvement Plan	12.0	18.0	30.0		8,460
Task 1.4: Review Alternative DIF Financing Models	12.0	20.0	32.0		9,000
Task 1.5: Summary, Presentation of Findings, & Draft Tools	4.0	8.0	12.0		3,360
Task 1.6: Final Review of Deliverables	1.0	2.0	3.0		840
Phase One Total Hours & Cost	53.0	84.0	137.0	\$	38,580
Phase Two - Revisions to DIF Program, Nexus Studies, & Associated Items					
Task 2.1: Water and Sewer Fee Update	18.0	24.0	42.0	\$	11,880
Task 2.2: Other Fee Update & Additional Findings	12.0	24.0	36.0		10,080
Task 2.3: Nexus Study Update	12.0	18.0	30.0		8,460
Task 2.4: Determine Facilities Needs and Costs	12.0	18.0	30.0		8,460
Task 2.5: Summary of Information & Presentation on Findings	16.0	24.0	40.0		11,280
Task 2.6: Final Review of Deliverables	8.0	24.0	32.0		8,880
Task 2.7: Ongoing Support (Optional)	41.0	80.0	121.0		33,900
Phase Two Total Hours & Cost	119.0	212.0	331.0	\$	92,940
Total- Hours & Cost	172.0	296.0	468.0	\$	131,520

Notes

Please note the following:

- The fee denoted above includes attendance at up to ten (10) in-person meetings with City staff, stakeholders, and the City Council as part of this engagement. Attendance at more than ten meetings and/or presentations will be billed at our current hourly rates, plus actual expenses.
- Comprehensive written responses to resolve conflicts or preparation of more than one set of major revisions to the draft report will be classified as Additional Services, and may require additional billing at hourly rates stated in the hourly rate schedule listed below. These additional fees shall only take effect once the fixed fee stated above has been exceeded.
- Our fixed fee includes all direct expenses associated with the project.
- We will invoice the City monthly based on percentage of project completed.
- City shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to City or relating to the project. Reimbursement shall be at Willdan's rates in effect at the time of such response.
- Optional/Additional Services beyond the listed Scope of Services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates.
- The fee mentioned above may be lower, should there be fewer additional fees.

Hourly Rates

Provided below is Willdan’s hourly rate table identifying current hourly rates for additional or optional services.

Willdan Financial Services Hourly Rate Schedule		
Position	Team Member	Hourly Rate
Vice President / Director		\$310
Managing Principal	James Edison	\$300
Principal Consultant	Carlos Villarreal	\$270
Senior Project Manager		\$250
Project Manager		\$210
Senior Project Analyst		\$150
Senior Analyst		\$135
Analyst II		\$120
Analyst I		\$110



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EXHIBIT C

INSURANCE REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

AGENDA ITEM NO. 17.

11/9/2020 11/4/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 8110 E Union Ave., Ste. 100 Denver CO 80237 denver-certs@lockton.com	CONTACT NAME:	
	PHONE (A/C No. Ext): FAX (A/C, No):	
INSURED 1511959 Willdan Financial Services 27368 Via Industria, Suite 200 Temecula, CA 92590	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Property Casualty Company of America	NAIC # 25674
	INSURER B: Allied World Surplus Lines Insurance Company	24319
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 22575543 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Emp. Benefits Liab. ☒ Contr. Liab. Incl. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	P-630-A1178471-TIL-25	11/9/2025	11/9/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	810-A1161741-25-43-G	11/9/2025	11/9/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	Y	Y	CUP-8Y112115-25-43	11/9/2025	11/9/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	UB-8Y032268-25-43-G	11/9/2025	11/9/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Prof Liab - Arc/Eng	N	Y	0313-5950	11/9/2025	11/9/2026	Per Claim:\$2,000,000 Aggregate:\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project: Development Impact Fee Study. The City of Clovis, its officers, officials, employees, and volunteers are included as Additional Insured in accordance with the provisions of the General Liability and Umbrella Liability policies, including with respect to liability arising out of Contractor's ongoing and completed operations and Automobile Liability policy, if required by written contract. (Continued)

CERTIFICATE HOLDER**CANCELLATION** See Attachments

22575543 City of Clovis 1033 Fifth Street Clovis, CA 93612	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

General Liability, Automobile Liability, and Umbrella Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the provisions of the policies. A Waiver of Subrogation is granted in favor of City of Clovis in accordance with the provisions of the General Liability, Automobile Liability, Umbrella Liability, Workers' Compensation and Professional Liability policies. Professional Liability: Claims Made. Retro Date: Full Prior Act. Umbrella Liability follows form as respects General Liability as per the policy language. Policies include 30-days' notice of cancellation (except 10 days for non-payment of premium) and the provisions of each policy govern how notice of cancellation may be delivered to Certificate Holder. General Liability deductible: \$0; Automobile Liability deductible: \$0 (\$1,000 for Comprehensive/Collision); Umbrella Liability deductible: \$0; Professional Liability SIR: \$0.

Policy P-630-A1178471-TIL-25
Effective 11/9/2025 to 11/9/2026

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to SECTION II – WHO IS AN INSURED

Any person or organization that you agree in a written contract or agreement to include as an additional

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization

The insurance provided to such additional insured is policy period. subject to the following provisions

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance
- b. The insurance provided to such additional insured does not apply to

- (1) Any "bodily injury", "property damage" "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (a) How, when and where the "occurrence" or offense took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIALGENERALLIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
- (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable
- (3) Immediately send us copies of all legal papers received in connection with the claim "suit", cooperate with us in the or

investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions

- (4) Tender the defense and indemnity of any "suit" to any provider of other claim or insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and noncontributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed; subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V — DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR

ORGANIZATION: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days

is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the

2fo.lloTwhineg is added to Paragraph **B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated. We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** **30**

PERSON OR

ORGANIZATION: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION - NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION:

A PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THE PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) -

POLICY NUMBER: UB-8Y032268-25-43-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

INCLUDING:

ORGANIZATION: ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT, EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

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**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 R3 (00) -**

POLICY NUMBER: UB-8Y032268-25-43-G

**NOTICE OF CANCELLATION
TO DESIGNATED PERSONS OR ORGANIZATIONS**

The following is added to PART SIX – CONDITIONS :

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN , BUT ONLY IF: **30**

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND

2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of

Endorsement Effective 11/09/2024 Policy No. UB-8Y032268-24-43-G Endorsement No.
Insured Willdan Financial Premium \$

Insurance Company

Travelers Property Casualty Company of America

Countersigned by _____

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DATE OF ISSUE: 10-21-24

ST ASSIGN:

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Page 1 of 1

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ENDORSEMENT NO.

AMEND SUBROGATION CLAUSE; WAIVER OF SUBROGATION
FOR CLIENTS AND THIRD PARTIES

This Endorsement, effective at 12:01 a.m. on November 9, 2025, forms part of

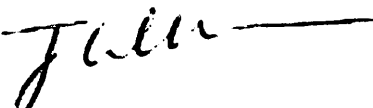
Policy No. 0313-5950
Issued to Willdan Group, Inc.
Issued by Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that Section VIII. CONDITIONS, Subsection N. is deleted in its entirety and replaced as follows:

N. SUBROGATION

In the event of any payment under this Policy, the Company shall be subrogated to all the Insured's rights of recovery against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing to prejudice such rights. The Company agrees to waive its right of subrogation against any client of the Insured or any other person or entity for a Claim which is covered by this Policy where the Insured agreed to waive any such rights in writing prior to the date the Wrongful Act giving rise to such Claim first occurred. Any recoveries shall be applied first to subrogation expenses, second to Damages and Defense Expenses paid by the Company, and third in satisfaction of the Policy Deductible shown in Item 4. of the Declarations. Any additional amounts recovered shall be paid to the First Named Insured.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT NO.

ADVICE OF CANCELLATION TO ENTITIES OTHER THAN
THE NAMED INSURED LIMITED TO E-MAIL NOTIFICATION

This Endorsement, effective at 12:01 a.m. on November 9, 2025, forms part of

Policy No. 0313-5950
Issued to Willdan Financial Services
Issued by Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that:

In the event that the Company cancels this Policy for any reason other than nonpayment of premium, and

1. the cancellation effective date is prior to this Policy's expiration date;
2. the First Named Insured is under an existing contractual obligation to notify a certificate holder when this Policy is canceled (hereinafter, the "Certificate Holder(s)"); and has provided to the Company, either directly or through its broker of record, the email address of the contact at such entity; and
3. the Company receives this information after the First Named Insured receives notice of cancellation of this Policy and prior to this Policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Company;

the Company will provide advice of cancellation (the "Advice") via e-mail to such Certificate Holders not later than thirty (30) days before the effective date of cancellation.

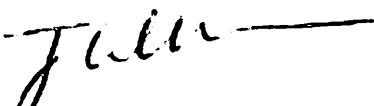
Proof of the Company emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Company has fully satisfied its obligations under this Endorsement.

This Endorsement does not affect, in any way, coverage provided under this Policy or the cancellation of this Policy or the effective date thereof, nor shall this Endorsement invest any rights in any entity not insured under this Policy.

Any failure on the Insurer's part to deliver the Advice will not impose liability of any kind upon the Insurer or invalidate the cancellation.

Any Certificate Holder is not an Insured or a Loss Payee under this Policy. No coverage will be available under this Policy for any Claim brought by or against any Certificate Holder.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

EXHIBIT D SIGNING AUTHORITY

ACTION BY UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS
OF
WILLDAN FINANCIAL SERVICES
(Approval of Officers)
(July 24, 2024)

The undersigned, constituting all of the directors of Willdan Financial Services, acting pursuant to the authority of Corporations Code Section 307(b), hereby adopts the following resolution by unanimous written consent, effective July 24, 2024:

RESOLVED, that the Slate of Officers of Willdan Financial Services dated July 24, 2024, a copy of which is attached hereto as Exhibit "A," is hereby approved, effective immediately.

By: 
Michael A. Bieber, Sole Director

Exhibit “A”**WILLDAN FINANCIAL SERVICES
SLATE OF OFFICERS****July 24, 2024**

Michael A. Bieber Chairman of the Board
Mark J. Risco President, Chief Executive Officer
Creighton K. Early Chief Financial Officer, Treasurer
Robert Fisher..... Vice President – Group Manager
Gladys Ceballos..... Vice President – Group Manager
Jeff McGarvey Vice President
Dan Jackson Vice President
Jason Gray..... Vice President
Josephine Moses Vice President
Michael Vasquez..... Vice President
Kate Nguyen Secretary
Cathaleen D. Steele..... Assistant Secretary
Rebekah L. Smith Assistant Secretary



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council
 FROM: Finance Department
 DATE: December 15, 2025
 SUBJECT: Consider Approval - 2024-25 Annual Comprehensive Financial Report.

Staff: Jay Schengel, Finance Director

Recommendation: Approve

ATTACHMENTS: 1. 2024-25 Annual Comprehensive Financial Report (ACFR)
 2. Statement on Auditing Standards Letter

RECOMMENDATION

For the Council to approve the 2024-25 Annual Comprehensive Financial Report.

EXECUTIVE SUMMARY

Annual Comprehensive Financial Reports (ACFR) are a primary objective source of information to most people concerned about a government's financial condition. Taxpayers are interested in the amount of revenues and expenditures. Investors and bond-rating agencies are interested in the ability of a jurisdiction to meet its debt obligations. For the City Council, the financial reports provide an opportunity to determine compliance with budgetary appropriations as well as the status of the government's assets and liabilities and the financial condition of the City.

The City of Clovis' ACFR was audited and received an unqualified opinion from The PUN Group, LLP, a firm of independent, licensed certified public accountants, which means the financial statements for the fiscal year ending June 30, 2025, are free of material misstatement and are fairly presented in conformity with Generally Accepted Accounting Principles (GAAP).

BACKGROUND

The 2024-25 ACFR represents the City's financial, operational, and current economic condition for the fiscal year ending June 30, 2025. The City's financial statements for this period have been audited by The PUN Group, Certified Public Accountants, the City's independent auditing firm. Their Independent Auditors Report has been incorporated into the ACFR, and their opinion letter is included on pages 13 -15. The auditors have also prepared the Statement on Auditing Standards (SAS114) letter (**Attachment 2**) that was submitted subsequent to the completion of the financial report.

State law requires the City of Clovis to prepare a complete set of audited financial statements. The attached 2024-25 ACFR (**Attachment 1**) fulfills this requirement.

The PUN Group has audited the City's financial statements prepared by Finance staff for the fiscal year ended June 30, 2025, and have provided an unqualified (clean) opinion. An unqualified opinion concludes that the ACFR presents fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, and the respective changes in financial position. This audit includes a review of the City's financial records, internal controls, management of assets and review of major account balances and large dollar activities to validate year-end balances. There were no audit findings for fiscal year 2024-25.

The ACFR is prepared annually in accordance with GAAP and reporting standards established by the Governmental Accounting Standards Board (GASB), as verified during the independent auditor's examination. The ACFR for fiscal year ending June 30, 2025 continues to comply with the GASB reporting standards.

The financial statement information and audit opinion, as well as additional narrative and statistical information, is presented within the ACFR. The layout of the ACFR follows guidelines established by the Government Finance Officers Association (GFOA). Four major sections are presented:

- **Introductory Section** – This section includes the Letter of Transmittal, which discusses the profile of the City and factors affecting the City's financial condition along with the City's long-term policies and plans. Additionally, this section includes the GFOA Certificate of Achievement for Excellence in Financial Reporting for the prior fiscal year, the City's Organizational Chart, and a listing of the City of Clovis' principal officials.
- **Financial Section** – This section includes the Independent Auditor's Report, Management's Discussion and Analysis, the audited financial statements, the notes to the financial statements and additional required supplementary information.
- **Statistical Section** – This section includes supplemental data not evident in the Financial Section, such as financial trend information and demographic information.
- **Single Audit Section** – This compliance-based audit is required by law for government entities with federal expenditures in excess of \$750,000. This audit includes an audit of both the financial statements and the federal grant awards. This section includes the Independent Auditor's Report on internal controls and compliance for each major grant program along with the Schedule of Expenditures of Federal Awards and notes to those expenditures. Finally, the Appropriations Limit Schedule and corresponding notes complete the section.

Two Kinds of Financial Statements - Two distinct forms of information are provided in the basic financial statements:

Government-wide statements. These are consolidated financial statements for all of the City's operations on a full accrual basis of accounting which record revenues when they are earned and expenses when a liability is incurred, regardless of when cash is received or paid. They are not presented on a separate fund basis; instead, fiscal operations are organized into two major activities: governmental and business-type. They will have a "net position" focus which is designed to show the overall financial health of the government similar to a private sector's balance sheet and income statement. It excludes interfund transactions such as internal service funds and fiduciary funds. Expenses (which may include allocated "indirect costs") are shown both gross and net of related revenues such as fees and grants (see page 31).

Fund statements. In meeting stewardship and accountability concerns, financial statements are also presented on a fund basis - but not using the same basis of accounting as the government-wide statements for governmental funds (see pages 32-43). Governmental funds such as the General Fund, Measure Y Fund, Special Revenue, Capital Projects and Debt Service are reported on the modified accrual basis of accounting where revenues are recognized when measurable and available and expenditures are recognized when the liability is incurred. Proprietary Funds including Enterprise Funds, Internal Service Funds, and Fiduciary Funds are reported on a full accrual basis of accounting.

Because there are differences in the basis of accounting and scope of transactions, there are significant differences between these two financial statements - but they are not obvious. For this reason, a detailed reconciliation between them is required as part of the audited basic financial statements (see page 34).

The ACFR includes all funds of the City. In addition to the City's funds, the Clovis Successor Agency, a private purpose trust fund separate from the City, is reported in the ACFR.

This is the thirty-seventh year that the City's Finance Department has prepared the Annual Comprehensive Financial Report. The previous reports prepared by the Finance Department (1987-88 through 2023-24) were submitted to the Government Finance Officers Association (GFOA) for consideration of the GFOA Certificate of Achievement Program. The City subsequently received the Certificate of Achievement for Excellence in Financial Reporting presented by the GFOA for each of these years. We believe the report for 2024-25 continues to meet the requirements of the Certificate of Achievement Program and will be submitted to GFOA for review.

FISCAL IMPACT

This information provided in the ACFR is important to the Council, public, and financial institutions to affirm that the City's financial activity is accounted for in accordance with GAAP. In addition, the ACFR includes all necessary disclosures to provide an understanding of the City's financial activities and fiscal condition.

REASON FOR RECOMMENDATION

The Annual Comprehensive Financial Report is formally being submitted to the Council.

ACTIONS FOLLOWING APPROVAL

After receiving the ACFR by the Council, the ACFR will be distributed to interested parties, other agencies, financial institutions, bond-rating services, and copies will be made available for public review. In addition, the ACFR will be submitted to the GFOA for consideration of the GFOA Certificate of Achievement Program.

CONFLICT OF INTEREST

None.

Prepared by: Susan Evans, Deputy Finance Director

Reviewed by: City Manager AK

CITY OF
CLOVIS
CALIFORNIA



Annual
Comprehensive
Financial
Report

For the Fiscal Year ended
June 30, 2025

ANNUAL COMPREHENSIVE FINANCIAL REPORT

**FOR THE FISCAL YEAR ENDED
JUNE 30, 2025**

CITY OF CLOVIS CALIFORNIA



VONG MOUANOUTOUA, MAYOR

**DIANE PEARCE, MAYOR PRO-TEM
LYNNE ASHBECK, COUNCILMEMBER
MATT BASGALL, COUNCILMEMBER
DREW BESSINGER, COUNCILMEMBER**

ANDREW HAUSSLER, CITY MANAGER

Prepared by City of Clovis Finance Department

Jay Schengel, Finance Director

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CITY *of* CLOVIS

1033 FIFTH STREET • CLOVIS, CA 93612

November 26, 2025

To the Honorable Mayor, Members of the City Council, and Citizens of the City of Clovis:

It is with pleasure that I present to you the City of Clovis Annual Comprehensive Financial Report (ACFR). This report has been formatted to comply with the financial reporting model as prescribed by the Governmental Accounting Standards Board (GASB). These statements have been audited in accordance with Generally Accepted Auditing Standards (GAAS) by a firm of licensed certified public accountants as required by State law. Pursuant to that requirement, we hereby issue the ACFR of the City of Clovis for the fiscal year ended June 30, 2025.

This report consists of management's representations concerning the finances of the City of Clovis. Consequently, management assumes full responsibility for the completeness and reliability of all information presented in this report. To provide a reasonable basis for making these representations, management of the City of Clovis has established a comprehensive internal control framework that is designed both to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City of Clovis' financial statements in conformity with Generally Accepted Accounting Principles (GAAP). Because the cost of internal controls should not outweigh their benefits, the City of Clovis' comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatements. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The City of Clovis' financial statements have been audited by The Pun Group LLP. The goal of the independent audit was to provide reasonable assurance that the financial statements of the City of Clovis for the fiscal year ended June 30, 2025, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was reasonable basis for rendering an unmodified opinion that the City of Clovis' financial statements for the fiscal year ended June 30, 2025, are fairly presented in conformity with GAAP. The independent auditor's report is presented as the first component of the financial section of this report.

GAAP require that management provide a narrative introduction, overview and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. The City of Clovis' MD&A can be found immediately following the report of the independent auditors.

Profile of the Government

The City of Clovis, incorporated in 1912, as a general law City of the State of California, is located near the middle of the state in the San Joaquin Valley. The Central Valley is considered to be a national and world leader in the agricultural industry. The City of Clovis currently occupies over 25 square miles and serves a population of 129,121.

The City of Clovis operates under the council-manager form of government. Policy-making and legislative authority are vested in a governing council consisting of the mayor and four other members. The council is elected on a non-partisan basis. Council members serve four-year staggered terms, with two council members elected in one election and three elected in another election, separated by two years. The mayor is selected from among the council members by the council members and serves a two-year term. All five members of the governing board are elected at large. The council is responsible, among other things, for passing ordinances, adopting the budget, appointing committees, and hiring the City's manager and attorney. The City manager is responsible for carrying out the policies and ordinances of the governing council, for overseeing the day-to-day operations of the government, and for appointing the heads of the various departments.

The City of Clovis provides a full range of services, including police and fire protection; the construction, maintenance, and cleaning of streets and other infrastructure; planning and development services; water service; refuse collection, disposal, and recycling services; sewer service; storm drainage; transit services; recreation activities and cultural events; and general administration.

The annual budget serves as the foundation for the City's financial planning and control. All departments of the City are required to submit requests for appropriations to the City manager during the second week of March each year. The City manager uses these requests along with input from the council to develop a proposed budget. By the second Monday in May the proposed budget is presented to the City council for review. The council is required to hold public hearings on the proposed budget and to adopt a final budget by no later than June 30, the close of the City of Clovis' fiscal year. The appropriated budget is prepared by fund and department. The City manager may make transfers of appropriations between departments within a specific fund of up to \$5,000 and up to \$2,500 from reserves. Transfers in excess of those amounts require council action. Budget-to-actual comparisons are provided in this report for each individual governmental fund for which an appropriated annual budget has been adopted. For the general fund, the budget-to-actual comparison is presented on page 35 as part of the basic financial statements. For all other governmental funds with appropriated annual budgets, other than the general fund, this comparison is presented in the governmental fund subsection of this report, which starts on page 89.

Factors Affecting Financial Condition

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which the City of Clovis operates.

Local Economy. The City's unemployment rate as of June 2025 is approximately 5.3%, a slight increase from 4.7% in June 2024. This reflects broader statewide and national trends of economic cooling. While Clovis continues to outperform many peer cities, signs of a slowdown are emerging.

The City is now experiencing a decline in local General Fund sales tax revenue, following a period of historically high collections in 2023 and early 2024. This decline is attributed to persistent inflationary pressures, elevated interest rates, and shifts in consumer behavior. Although Clovis has maintained higher-than-average retail sales and strong hotel occupancy rates compared to other cities and the state, the rate of revenue growth has slowed and is no longer considered sustainable.

Inflation, which peaked near 10% in 2023, has moderated to around 3.8% in mid-2025. However, the Federal Reserve has maintained high interest rates to curb demand, which continues to impact borrowing, investment, and real estate activity.

The national economy is forecasted to slow further, though a recession is not currently projected for the coming year. Nonetheless, early indicators of economic softening are evident. As demonstrated during the 2020 recession, Clovis' long-term strategy of building a diverse and resilient economy remains critical to navigating uncertainty. The City's ability to attract high-quality businesses, employees, and residents continues to be a stabilizing force. The City is also adapting to a rapidly changing economic environment. The rise of non-taxable digital services and delivery-based commerce is reducing reliance on traditional brick-and-mortar retail. These trends are being addressed in the General Plan Update and through initiatives like the Shaw Avenue Revitalization Strategy.

Clovis has also seen continued growth in entrepreneurial start-ups, which the City has actively supported. These ventures are helping to diversify the local economy and create new opportunities.

As the City continues to analyze the economic shifts accelerated by the pandemic, it is clear that Clovis remains on solid economic footing. The community's strengths—a well-educated population, strong infrastructure, sound land use policies, and a culture of hard work—position it well for long-term success. Maintaining a spirit of partnership with local businesses will be essential to achieving shared goals and ensuring a vibrant economy that supports the success of all residents.

The City of Clovis is part of the Fresno/Clovis Metropolitan Area. This includes the City of Clovis, City of Fresno and the developed areas of the County of Fresno. The population of Fresno County is 1,037,053 as of January 1, 2025. The City's population of 129,121 experienced a .2% growth in 2025 compared to a .2% growth rate in the County. There are approximately 432,000 jobs in Fresno County. The City of Clovis has 59,300 employed out of a total labor force of 62,600 with many Clovis residents employed outside of the City limits.

Major employers include Target and Costco with over 400 employees, Clovis Community Hospital with over 3,000 employees, Wawona Frozen Foods with over 700 employees, Anlin Industries with 500 employees, the County of Fresno with over 1,800 employees, and the largest employer, Clovis Unified School District with over 5,800 employees. Of the approximately 40,500 total jobs in Clovis, 14,700 jobs are generated by the City's top ten employers.

Long-term financial planning. As part of the City of Clovis land use planning process, the City's completed General Plan is at the top of the City's land use regulation hierarchy. It is the foundation for most of the Council's budgeting decisions in terms of capital facilities, staffing, programs, utility infrastructure, and levels of service; it establishes a land use pattern for lands beyond the City limit; it provides the vision and guidance for capital improvements and the development of City infrastructure; and it is used to create development impact fees and provides the basis for environmental analysis of the growth of the City. The plan is intended to guide development for a period of ten years and will be the basis of the City's annual 5-year operating and capital forecast.

Part of the previous General Plan was the construction of a wastewater treatment plant to serve the needs of the new growth area. The plant is expected to accommodate growth through 2033 when construction of phase two of the facility is anticipated. The wastewater treatment plant creates approximately 2.8 million gallons of disinfected recycled water each day and distributes this water through a "purple pipe" distribution system for landscape irrigation throughout the east side of the City. The reuse of this water will help conserve and manage a limited water supply.

Also, to finance current growth, the City has in place a variety of user and developer fees to pay for streets, parks, water wells and lines, and sewer lines. The City reviews these fees on an annual basis to ensure that the fee structure is in line with the cost of construction. The Water and Sewer Funds have approved annual increases of 3% into the future if necessary. The Community Sanitation Fund has approved annual increases of 4% into the future if needed. For fiscal year 2024/25, the City implemented a 3% annual increase in water and sewer rates and a 4% annual increase in refuse, residential recycling, organics and street sweeping rates. The Sewer Fund bond surcharge of \$7.30 was fully rebated for the fiscal year.

Structurally Balanced Budget Policy. Prior to the economic recession, in fiscal year 2006/07, the City Council utilized the emergency reserve when budgetary demand for services exceeded available resources. However, with a decline in building activity beginning in the fall of 2007, the City Council acted quickly to cut costs and services to ensure a balanced budget. Although it was necessary in 2007/08 to utilize additional funds from the emergency reserve, the efforts of the Council to develop a "structurally balanced budget" has paid off and the reserve has been rebuilt from 5.5% of expenditures in 2007/08 to 17.6% of the 2025/26 general fund budgeted expenditures. The Council is determined to maintain a structurally balanced budget where current estimated expenditures are within projected current revenues in order to provide budgetary stability for all operating budgets.

Assigned for Emergencies. The City currently has a policy to assign a portion of its fund balance for emergencies. These emergencies can range from major catastrophic incidents to significant economic downturns. The City Council annually considers an increase in the fund balance assigned for emergencies whenever there is unexpected or one-time revenue or

expenditure savings are realized. The use of the assigned fund balance must be approved by 4/5ths of the Council.

Awards and Acknowledgements

The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Clovis for its ACFR for the fiscal year ended June 30, 2024. This was the thirty seventh consecutive year that the City has received this prestigious award. To be awarded a Certificate of Achievement, the City published an easily readable and efficiently organized ACFR. This report satisfied both GAAP and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current ACFR continues to meet the Certificate of Achievement Program requirements, and we are submitting it to the GFOA to determine its eligibility for another certificate.

In addition, the City also received the GFOA's Distinguished Budget Presentation Award for its annual budget document dated July 1, 2025. To qualify for the Distinguished Budget Presentation Award, the governments' budget document was judged to be proficient in several categories, including as a policy document, a financial plan, an operations guide, and a communications device.

The preparation of this report has been accomplished with the efficient and dedicated service of the City's Finance Department. I would like to express my appreciation to everyone who assisted in its preparation, especially Susan Evans, Angela Papazian, Jose Cortez, Jose Reynoso, Ran Chan, Emily Pimentel and Elena Mendrin.

Respectfully submitted,



Jay Schengel, CPA
Finance Director



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Clovis
California**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

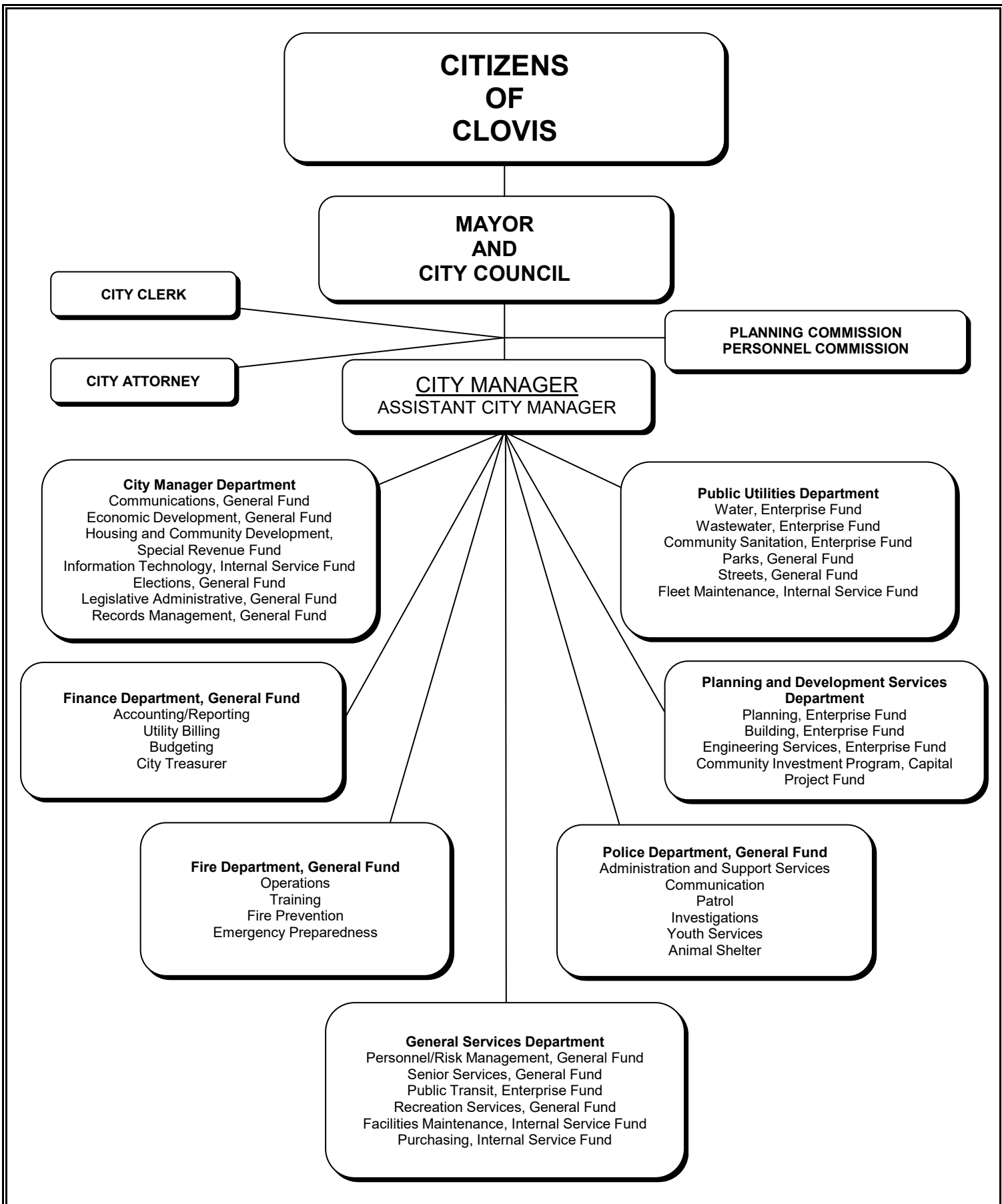
June 30, 2024

Christopher P. Morill

Executive Director/CEO

CITY OF CLOVIS ORGANIZATION CHART

AGENDA ITEM NO. 18.



CITY OF CLOVIS
LIST OF PRINCIPAL OFFICIALS
JUNE 30, 2025

Title**Name***City Manager**Andrew Haussler**Assistant City Manager**Paul Armendariz**City Clerk**Briana Parra**Economic Development, Housing &
Communications Director**Chad McCollum**Finance Director/City Treasurer**Jay Schengel**Fire Chief**Chris Ekk**General Services Director**Amy Hance**Planning & Development Services Director**Renee Mathis**Police Chief**Curt Fleming**Public Utilities Director**Scott Redelfs*

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INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and Members of City Council
of the City of Clovis
Clovis, California

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Clovis, California (the "City"), as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of June 30, 2025, and the respective changes in financial position, cash flows, and the budgetary comparison schedule for the General Fund, thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of a Matter – Change in Accounting Principle

As discussed in Note V.F to the financial statements, the City implemented Governmental Accounting Standards Board ("GASB") Statement No. 101, *Compensated Absences*, effective July 1, 2024. The implementation of this standard required the City to change its method of accounting for compensated absences and resulted in a restatement of beginning net position as of July 1, 2024. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

To the Honorable Mayor and Members of City Council
 of the City of Clovis
 Clovis, California
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Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, we

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, the Schedules of Changes in Net Pension Liability and Related Ratios, and the Schedule of Pension Contributions as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

To the Honorable Mayor and Members of City Council
of the City of Clovis
Clovis, California
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Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town's basic financial statements. The Combining and Individual Fund Financial Statements and Budgetary Comparison Schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Combining and Individual Fund Financial Statements and Budgetary Comparison Schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 25, 2025 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.



San Diego, California
November 26, 2025

Management's Discussion and Analysis

This discussion and analysis of the City of Clovis' financial performance provides an overview of the City's financial activities for the fiscal year ended June 30, 2025. Please read it in conjunction with the accompanying transmittal letter, the basic financial statements and the accompanying notes to those financial statements.

Financial Highlights

The City's government-wide total assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources (net position) at the close of the fiscal year by \$1.11 billion, which is 6% more than 2024. Of this amount, \$101 million is in unrestricted net position, which is available to meet the City's ongoing commitments to citizens and creditors.

The City's General Fund, including Measure Y, Landscape Maintenance, Parking and Business Improvement (PBIA), and Supplemental Law Enforcement, ended the year with a fund balance of \$41 million, which represents a small increase from the previous year. The unassigned balance of \$8.2 million is available for carryover to fund future general fund expenditures.

During the year, approved rates for recycling and green waste programs increased by 4% along with a 4% increase in the refuse collection and disposal program. A 3% increase in the Water and Sewer Funds were implemented during the 2025 fiscal year. The City continued to rebate the full sewer bond surcharge of \$7.30 per month.

Overview of the Financial Statements

This annual report consists of a series of financial statements. These statements include all activities of the City of Clovis, using the integrated approach as prescribed by GASB Statement No. 34. The Statement of Net Position and Statement of Activities provide information about the activities of the City as a whole and present a longer-term view of the City's finances. Fund financial statements tell how these services are financed in the short term as well as what remains for future spending. Fund financial statements also report the City's operations in more detail than the government-wide statements by providing information about the City's most significant funds. The remaining statements provide financial information about activities for which the City acts solely as a trustee or agent for the benefit of those outside the Government.

Reporting the City as a Whole

Government-wide financial statements. The government-wide financial statements are designed to provide readers with a broad overview of the City's finances. These statements include all assets and liabilities of the City using the *accrual basis of accounting*, which is similar to the accounting method used by most private sector companies. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid out.

The *statement of net position* presents information on all the City's assets and liabilities, with the difference between the two reported as *net position*. Over time, increases or decreases in net position may serve as one indicator of whether the City's financial position is improving or deteriorating.

The *statement of activities* presents information showing how the City's net position changed in the most recent fiscal year. All changes of net position are reported as soon as the underlying event giving rise to the change occurs. Thus, revenues and expenses are reported on this statement for some items that will result in cash flows in future fiscal periods (e.g. earned but unused vacation leave).

The government-wide financial statements of the City are divided as follows:

Governmental Activities: Most of the City's basic services are included here such as public safety, transportation (street and roads), community development, culture and recreation and general government. These services are primarily financed by property and sales taxes and federal and state grants.

Business-type Activities: The City charges fees to customers to cover the costs of services provided. The City's utilities, water, sewer, community sanitation (refuse and street cleaning), planning and development services as well as public transit services are included here.

The government-wide financial statements can be found on pages 30-31 of this report.

Fund financial statements. The fund financial statements provide more detailed information about the City's most significant funds, not the City as a whole. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. Some funds are required to be established by State Law or by bond covenants. Management establishes other funds to control and manage money for particular purposes or to show the City is meeting legal responsibilities for using certain taxes, grants, and other money. All the funds of the City can be classified into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on the near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. These funds are reported using an accounting method called *modified accrual* accounting, which measures cash and all other financial assets that can readily be converted to cash. Such information is useful in evaluating a government's near-term financing requirements.

Because the focus of the governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for the governmental funds with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide reconciliation between governmental funds and governmental activities. This reconciliation explains the relationship (or differences) between the fund statements and the government-wide statements.

The City of Clovis maintains seven individual governmental funds. Information is presented separately in the governmental funds' balance sheet and in the governmental funds' statement of revenues, expenditures, and changes in fund balances for the General Fund and the Local Transportation Fund, both of which are considered major funds. Data from the other five funds are combined into a single aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of combining statements elsewhere in this report.

The City adopts an annual appropriated budget for the General Fund. A budgetary comparison statement has been provided for the General Fund to demonstrate compliance to this budget. The basic governmental fund financial statements can be found on pages 32-35 of this report.

Proprietary funds. The City has two different types of proprietary funds, enterprise funds and internal service funds. Enterprise funds are used to report the same functions represented as business-type activities in the government-wide financial statements. The City utilizes enterprise funds to account for those activities that are supported primarily by user charges to external users, and includes community sanitation, sewer disposal, water, transit and planning and development services. Internal service funds are used to account for activities that are supported by user charges primarily to the City's other programs and activities and include employee benefits, general services, self-insurance and fleet services. Because all these services predominantly benefit governmental rather than business-type functions, they have been included within governmental activities in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for each of the enterprise funds since they are all major funds. All the internal service funds are combined into a single, aggregated presentation in the fund financial statements. Individual fund data for the internal service funds is provided in the form of combining statements elsewhere in this report. The basic proprietary fund financial statements can be found on pages 36-41 of this report.

Fiduciary funds. Fiduciary funds are used to account for resources held for the benefits of parties outside the city. Fiduciary funds are **not** reflected in the government-wide financial statements because the City cannot use these funds to finance its operations. The basic fiduciary fund financial statements can be found on pages 42-43 of this report.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund statements. The notes to the financial statements can be found on pages 44-81 of this report.

Government-wide Financial Analysis

Below is a table showing the City's net position for the fiscal year ended June 30, 2025, with comparative data for the fiscal year ended June 30, 2024.

City of Clovis' Net Position

	Governmental activities		Business-type activities		Total	
	2025	2024	2025	2024	2025	2024
Current and other assets	\$ 227,527,198	\$ 204,221,975	\$ 199,183,297	\$ 182,456,659	\$ 426,710,495	\$ 386,678,634
Capital and intangible assets	769,814,230	733,488,241	288,151,533	287,182,814	1,057,965,763	1,020,671,055
Total assets	997,341,428	937,710,216	487,334,830	469,639,473	1,484,676,258	1,407,349,689
Deferred Outflows of Resources	32,408,266	38,297,623	8,203,420	10,301,502	40,611,686	48,599,125
Long-term liabilities outstanding	246,389,974	234,575,496	134,841,173	140,585,580	381,231,147	375,161,076
Other liabilities	15,912,849	16,032,482	17,849,852	17,174,543	33,762,701	33,207,025
Total liabilities	262,302,823	250,607,978	152,691,025	157,760,123	414,993,848	408,368,101
Deferred Inflows of Resources	1,532,688	2,866,503	3,119,958	3,818,342	4,652,646	6,684,845
Net Position:						
Net investment in capital assets	747,004,253	707,385,881	205,554,846	197,511,336	952,559,099	904,897,217
Restricted	52,451,063	45,148,172	7,825	2,105	52,458,888	45,150,277
Unrestricted	(33,541,133)	(30,000,695)	134,164,596	120,849,069	100,623,463	90,848,374
Total net position	\$ 765,914,183	\$ 722,533,358	\$ 339,727,267	\$ 318,362,510	\$ 1,105,641,450	\$ 1,040,895,868

As of June 30, 2025, the City's government-wide total assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources (net position) by \$1.11 billion. Governmental activities finished the year with a positive net position balance of \$766 million. Net position increased by \$48 million as a result of current year operations, but was offset by a \$5 million prior period adjustment, with a net increase of \$43 million, or 6%, over 2024. Business-type activities finished the year with a positive balance of \$340 million. Net position increased by \$23 million as a result of current year operations, but was offset by a \$2 million prior period adjustment, with a net increase of an increase of \$21 million, or 6%, over 2024. Net position, as noted earlier, may serve over time as a useful indicator of the City's health of financial position.

Of the total net position, \$953 million, or 86%, is the City's net investment in capital assets (e.g. land, buildings and improvements, machinery and equipment and the road network) less any related debt used to acquire those assets that is still outstanding. The City's investment in capital assets increased \$48 million, restricted net position increased by \$7 million and unrestricted net position increased by \$10 million, accounting for the increase in total net position of \$65 million. This is primarily due to the City's investment in the road network, buildings and related improvements, and machinery and equipment.

The majority of the City's long-term liabilities relate to the City's net pension liability and the debt related to the acquisition of capital assets. Some of those assets include the City's corporation yard, fire stations, police vehicles and sewer and water infrastructure including the surface water treatment plant and the sewer treatment-water reuse facility. These capital assets are utilized to provide services to citizens and are not available for future spending. The repayment of the debt on these assets must be provided from other sources since the capital assets themselves cannot be used to liquidate these liabilities.

Restricted net position is \$52 million, which represents 5% of the total net position. Restricted net position represents those resources that are subject to external restrictions on how they may be used. These restrictions are established by bond covenants or restrictions on the use of funds by state or federal regulations.

Unrestricted net position represents those resources which may be used to meet the City's ongoing commitments to citizens and creditors. Government-wide unrestricted net position is \$101 million, or 9% of the total net position, which is a 6% increase from the previous year. Governmental activities have a negative \$(34) million unrestricted net position, which is a decrease of \$4 million compared to last year. Business-type activities have \$134 million in unrestricted net position, an increase of \$13 million, or 11%, compared to last year.

Governmental activities. Governmental activities account for \$766 million, or 69%, of the total Government-wide net position. This is an increase of \$43 million, or 6%, over June 30, 2024. Donated and constructed assets increased by \$40 million while the amounts available for debt service, street and road construction and community development increased by \$7 million. Additionally, the amount accumulated during the year for normal activities, unrestricted net position, decreased by \$4 million.

The following lists key components of this increase:

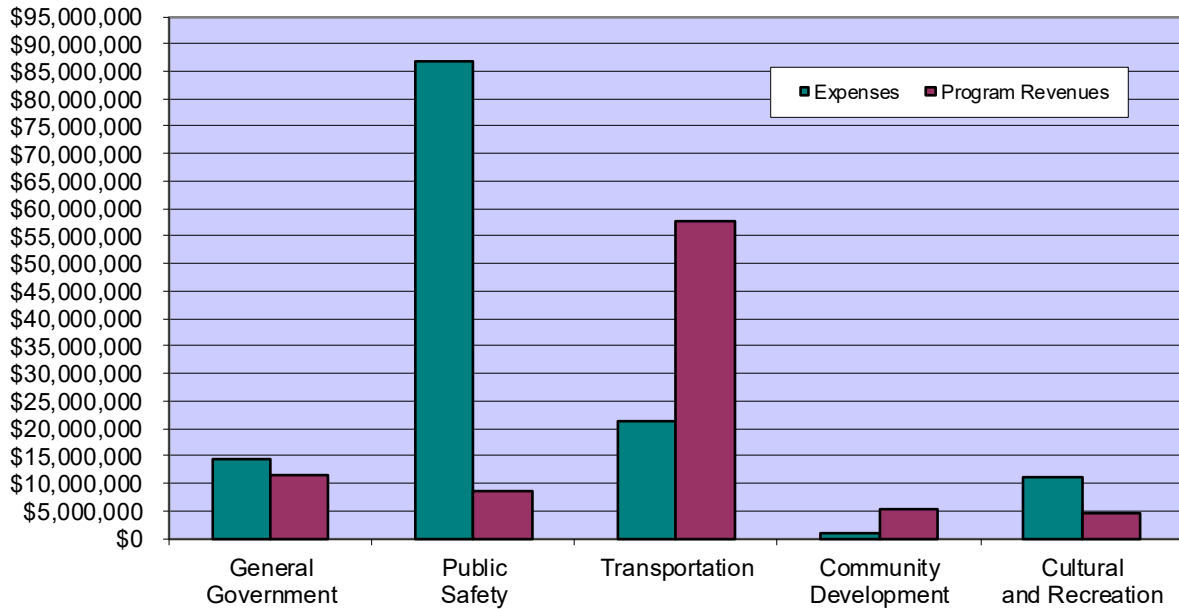
City of Clovis' Changes in Net Position

	Governmental activities		Business-type activities		Total	
	2025	2024	2025	2024	2025	2024
Revenues:						
Program revenues:						
Charges for services	\$ 34,609,620	\$ 34,300,015	\$ 103,748,843	\$ 88,034,447	\$ 138,358,463	\$ 122,334,462
Operating grants and contributions	10,658,002	5,007,289	8,771,444	7,987,902	19,429,446	12,995,191
Capital grants and contributions	42,187,897	34,127,517	6,983,183	2,769,840	49,171,080	36,897,357
General revenues:						
Property taxes	41,744,457	39,288,942			41,744,457	39,288,942
Sales taxes	36,340,501	29,516,137			36,340,501	29,516,137
Franchise taxes	3,192,305	2,950,622			3,192,305	2,950,622
Transient occupancy taxes	5,385,574	5,400,999			5,385,574	5,400,999
Unrestricted investment earnings	10,332,376	8,115,077	8,872,166	5,876,145	19,204,542	13,991,222
Total revenues	184,450,732	158,706,598	128,375,636	104,668,334	312,826,368	263,374,932
Expenses:						
General government	14,471,866	8,869,453			14,471,866	8,869,453
Public safety	86,853,724	79,683,221			86,853,724	79,683,221
Transportation	21,437,175	19,858,019			21,437,175	19,858,019
Community development	837,115	1,054,705			837,115	1,054,705
Cultural and recreation	11,154,079	10,292,672			11,154,079	10,292,672
Interest and other charges	546,718	617,657			546,718	617,657
Community Sanitation			28,993,326	26,696,040	28,993,326	26,696,040
Sewer			23,088,010	22,316,767	23,088,010	22,316,767
Water			28,149,199	24,680,751	28,149,199	24,680,751
Transit			11,191,971	10,091,917	11,191,971	10,091,917
Planning & Development Services			14,049,788	13,748,338	14,049,788	13,748,338
Total expenses	135,300,677	120,375,727	105,472,294	97,533,813	240,772,971	217,909,540
Increase in net position before transfers	49,150,055	38,330,871	22,903,342	7,134,521	72,053,397	45,465,392
Transfers	(500,000)	(2,220,000)	500,000	2,220,000	0	0
Increase in net position	48,650,055	36,110,871	23,403,342	9,354,521	72,053,397	45,465,392
Net position-beginning	722,533,358	686,422,487	318,362,510	309,007,989	1,040,895,868	995,430,476
Prior period adjustments (Note V.F.)	(5,269,230)		(2,038,585)		(7,307,815)	0
Net position - ending	\$ 765,914,183	\$ 722,533,358	\$ 339,727,267	\$ 318,362,510	\$ 1,105,641,450	\$ 1,040,895,868

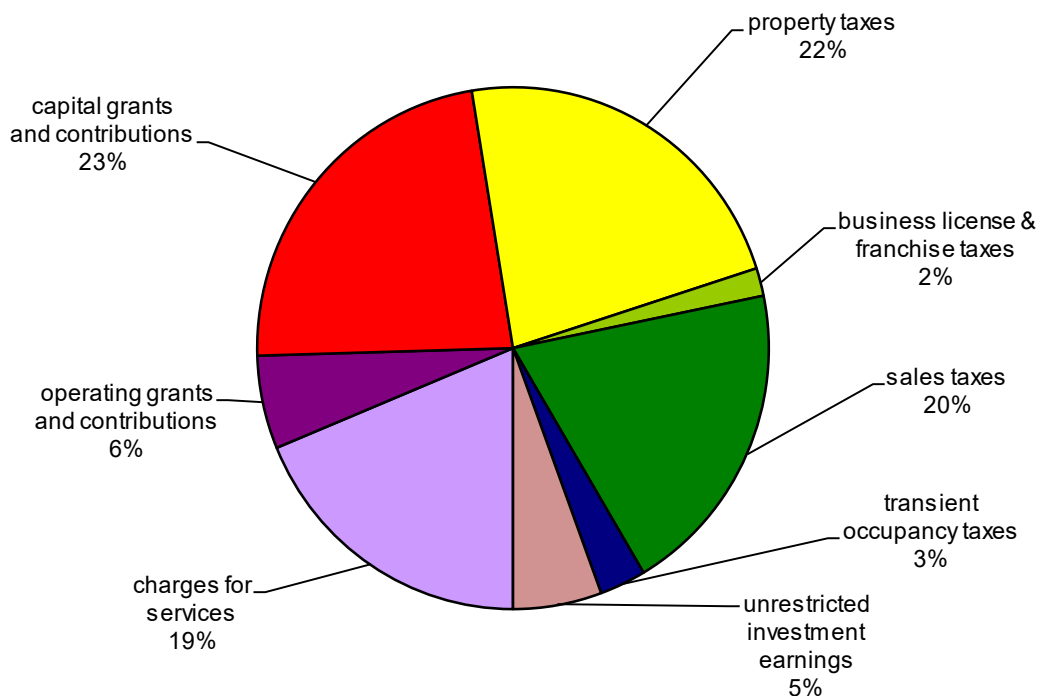
Total governmental revenues for the year were \$184 million, which is \$25 million, or 16%, more than in 2024. Most of this increase is attributable to developer capital contributions or donated assets, federal and state grant revenues, and taxes. Taxes, including property, sales, franchise, and transient occupancy, account for \$87 million, or 47%, of the City's governmental activities revenue and increased \$10 million, or 12%, from 2024. Property taxes increased by \$2 million due to increased assessed values related to new construction, increased valuation base due to annexations and the statutory annual increase in taxes not to exceed 2%. Sales taxes increased by nearly \$7 million primarily due to the new voter approved Measure Y tax revenue received in the last quarter of the fiscal year, along with population growth and the price increase of goods due to inflation. Additional information on Measure Y is available in the Supplementary Information section on pages 105-108.

Total governmental expenses for the year were \$135 million, an increase of \$15 million, or 12%, from 2024. Public Safety, which includes police and fire, accounts for \$87 million, or 64%, of the total governmental activities' expenses. Public Safety expenses increased \$7 million, or 9%, from 2024 primarily due to salary increases related to the police and fire departments. Community development expenses decreased from 2024 by \$0.2 million or 20%. General government expenses increased from 2024 by \$6 million or 63%. Transportation expenses increased from 2024 or less than 1% from 2024. Cultural and Recreation expenses were \$11 million, \$0.8 million more when compared to 2024.

Expenses and Program Revenues-Governmental Activities



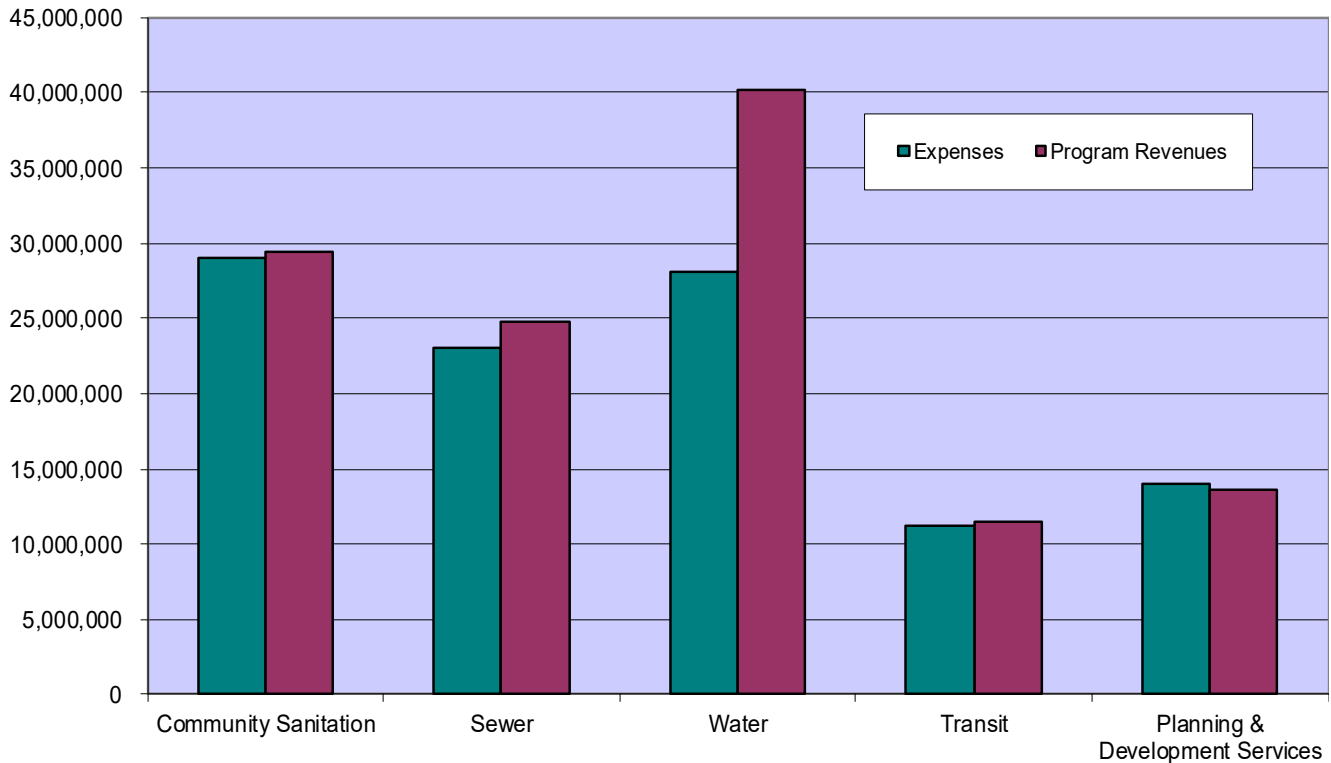
Revenues by Source-Governmental Activities



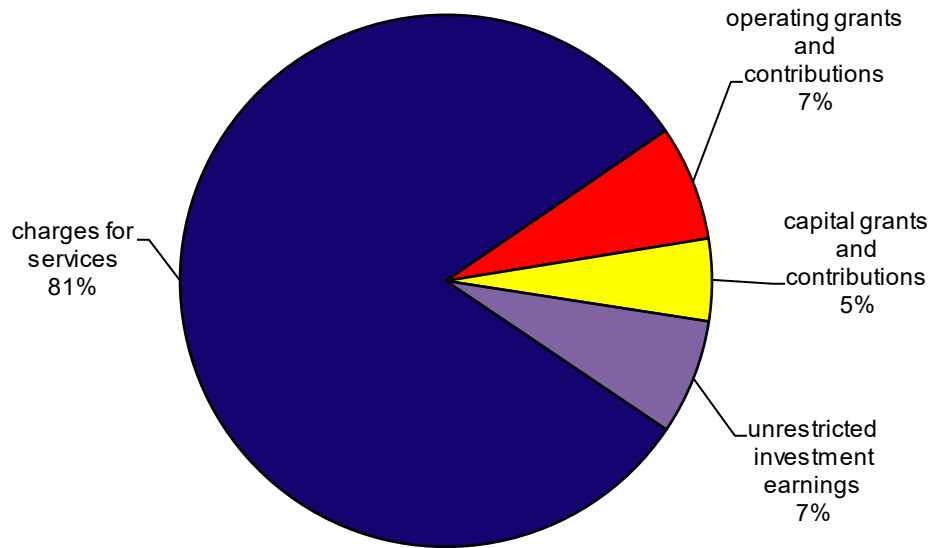
Program revenues that include charges for services, and grants specific to certain programs were \$87 million, or 48% of the total governmental activity revenue. The largest change in program revenues, notably in General Government, is in operating grants and contributions by an increase of \$5 million and in capital grants and contributions with an increase of \$8 million, mostly in developer capital contributions. The amounts necessary to fully fund the governmental activity programs are made up of “general” revenues such as taxes, interest, and grants and contributions.

Business-type Activities. Business-type activities account for \$340 million, or 31% of the total Government-wide net position. This is an increase of \$22 million, or 7%, from June 30, 2024. The component, “Net Investment in Capital Assets” accounts for \$206 million, or 61% of the total net position, and is an increase of \$8 million from 2024. The amount of restricted net position represents less than 1% of the total net position. The amount of net position that is unrestricted, \$134 million, or 39%, increased \$13 million from 2024. Charges for services were \$104 million, or 81% of the total business-type activity revenue, an increase from 2024. Grants and contributions of \$16 million represent \$7 million in contributions of sewer and water mains from developers and \$9 million in state transit funding.

Expenses and Program Revenues-Business-type Activities



Revenues by Source-Business-type Activities



Included in charges for services are charges for utility services, permit fees, various development fees including fees relating to the construction of capital improvements for sewer disposal and water operations. The revenues generated by these development fees are normally accumulated until such time as there are sufficient reserves to construct or acquire capital assets or to pay debt service on previously incurred debt. Debt service payments of principal are not considered a program expense and are, therefore, not reflected in this chart.

Financial Analysis of the City's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. Fund balance is defined in five categories: nonspendable, restricted, committed, assigned and unassigned. Nonspendable fund balances cannot be spent because of their form. Restricted fund balance has limitations imposed externally by creditors, grantors, contributors, or laws and regulations of other governments. Committed fund balance has self-imposed limitations set in place prior to the end of the period. Assigned fund balance is the amount left available for appropriation at the City's discretion within the fund's purpose.

The City's governmental funds ended the year with positive fund balances. The ending fund balance for all funds is \$86 million, which is a \$10 million increase from the previous year. Of the total fund balance, \$8.2 million or 10% is unassigned, which, within the limitations of the fund's purpose, is available for spending at the City's discretion. The remainder of the fund balance is not available for new spending because it is either in a form not able to be spent or has already been restricted, assigned or committed for the following: (in millions)

Capital Projects	\$26.5
Community Development	14.8
Debt service	0.5
Landscape Maintenance	10.4
Parking and Business Improvement	0.2
Law Enforcement	0.1
Services materials and supplies	1.3
Capital Outlay	3.0
Emergencies	20.9

The General Fund is the chief operating fund of the City. As of June 30, 2025, the total fund balance (including all categories) of the general fund was \$41.2 million. The total fund balance of \$41.2 million includes restricted balances of \$10.8 million, assigned balances of \$22.2 million, and an unassigned balance of \$8.2 million. The change in fund balance was primarily due to the increase in sales tax revenues attributable to the voter approved Measure Y collections in the last quarter of the fiscal year along with expenditure savings in energy costs and salary and benefits.

The Local Transportation Fund, used to account for all street construction projects, incurred less than budgeted expenditures as a result of several large projects awarded towards the end of the fiscal year and limited staff resources. The ending fund balance of \$26.4 million is \$2.9 million more than June 30, 2024.

Proprietary funds. As indicated in the description of proprietary funds, there are two types of funds, Enterprise and Internal Service funds. The City's enterprise funds ended the year with positive unrestricted net position except for the Transit Fund. This deficit balance is attributable to the liability of CalPERS pension funds and unearned revenues of \$12.5 million. The Transit Fund must defer revenues received and not yet spent to the following year. This pension liability is long-term in nature, not requiring current resources, and is not being funded at this time.

All the internal service funds finished with positive unrestricted net position. The current liability for workers' compensation claims is \$10.5 million. The City funds the current year workers' compensation expenditures with charges to City programs. The City has also funded approximately \$4.3 million of the accrued liability through charges to City programs in prior years. The balance of the liability is of a long-term nature, not requiring current resources, and therefore has not been funded.

General Fund Budgetary Highlights

Throughout the fiscal year it was necessary to adjust the original General Fund budget. The Statement of Revenues, Expenditures, and Change in Fund Balance-Budget to Actual, General Fund, on page 35 shows the original budget and final budget.

The Variance with Final Budget within the same statement allows the City to analyze and improve the upcoming fiscal year budget. Below is a summary of the primary variances:

Comparison of Revenues, Expenditures and Changes in Fund Balance Budget and Actual - General Fund					
	Budgeted Original	Budgeted Final	Actual Amounts	Final Budget Variance	Explanation
Revenues:					
Sales Taxes	30,892,000	30,892,000	36,340,501	5,448,501	Variance due to an increase in sales tax revenues as a result of a new voter approved sales tax measure.
Use of Money and Property	546,000	546,000	1,234,592	688,592	Variance due to an increase in interest income collected due to higher yielding investments.
From Other Agencies	6,194,600	6,429,500	9,281,271	2,851,771	Variance mostly due to State reimbursement and acquired grant funding.
Expenditures:					
Public Utilities	15,251,337	15,251,337	14,115,715	1,135,622	Variance due to salary savings and a reduction of service and supply usage.

Capital Assets and Debt Administration

Capital Assets. The City's capital assets for its governmental and business-type activities as of June 30, 2025, amount to \$1.05 billion (net of depreciation/amortization), an increase of \$37 million over 2024. Capital assets include land, buildings and improvements, right to use lease buildings, machinery and equipment, and road network and intangible capacity rights for water and sewer.

Major capital asset additions this year include the following:

Land	\$ 24 million
Road network improvements and land acquisitions	\$ 12 million
Intangibles	\$ 3 million

During the year the City made improvements to various streets and received developer donated infrastructure. The sewer system improvements include the City's share of capital projects for the Fresno-Clovis regional wastewater treatment plant. Additional information on the City's capital assets can be found in note IV.E on pages 62-64.

CITY OF CLOVIS'
Capital Assets
(net of depreciation and amortization)

	Governmental activities		Business-type activities		Total	
	2025	2024	2025	2024	2025	2024
Land	\$ 321,900,889	\$ 297,987,318	\$ 40,776,635	\$ 40,776,635	\$ 362,677,524	\$ 338,763,953
Buildings and improvements	114,188,471	116,083,788	211,932,256	211,173,387	326,120,727	327,257,175
Right to use lease buildings	9,692,504	10,041,534			9,692,504	10,041,534
Machinery and equipment	18,512,097	18,440,002	4,509,312	4,746,664	23,021,409	23,186,666
Right to use lease equipment	2,005,268	2,343,792			2,005,268	2,343,792
Road network	298,666,654	286,538,716			298,666,654	286,538,716
Intangibles	4,848,347	2,053,091	30,933,330	30,486,128	35,781,677	32,539,219
Total	\$ 769,814,230	\$ 733,488,241	\$ 288,151,533	\$ 287,182,814	\$ 1,057,965,763	\$ 1,020,671,055

Long-term Debt. The City's long-term debt as of June 30, 2025, was \$103 million, with governmental activities accounting for \$22 million, or 22%, and business-type activities accounting for \$81 million, or 78%.

CITY OF CLOVIS'
Outstanding Bonds, Loans, Notes from Direct Borrowings and Contracts

	Governmental activities		Business-type activities		Total	
	2025	2024	2025	2024	2025	2024
Loans payable	\$ 2,521,682	\$ 2,775,567			\$ 2,521,682	\$ 2,775,567
Notes from direct borrowings	6,922,272	9,077,447			6,922,272	9,077,447
Revenue bonds	12,848,628	13,168,706	\$ 80,760,516	\$ 87,414,061	93,609,144	100,582,767
Total	\$ 22,292,582	\$ 25,021,720	\$ 80,760,516	\$ 87,414,061	\$ 103,053,098	\$ 112,435,781

General obligation debt are direct obligations of the City and are backed by the full faith and credit of the City requiring voter approval and may have a tax rate set to cover repayment. State statutes limit the amount of general obligation debt to 15% of the City's total assessed valuation. The City of Clovis' debt limit is \$2.0 billion. The City currently has no general obligation debt outstanding. Detailed information on the City's long-term debt activity can be found in Note F. of the notes to the financial statements.

CITY OF CLOVIS'
Leases and Technology Subscriptions

	Governmental activities		Business-type activities		Total	
	2025	2024	2025	2024	2025	2024
Lease liability	\$ 995,532	\$ 577,017			\$ 995,532	\$ 577,017
Subscription liability	3,403,244	1,102,730	\$ 9,210	\$ 117,070	3,412,454	1,219,800
Total	\$ 4,398,776	\$ 1,679,747	\$ 9,210	\$ 117,070	\$ 4,407,986	\$ 1,796,817

The City has recognized lease liabilities and subscription-based IT arrangements (SBITAs) in accordance with GASB Statements No. 87 and 96. These obligations represent long-term commitments for leased assets and cloud-based software services. As of June 30, 2025, the City reported \$1 million in lease liabilities and \$3 million in SBITA liabilities. These arrangements are not funded through bond proceeds and are typically budgeted annually through operating funds.

Economic Factors and Next Year's Budgets and Rates

The City continues to monitor national economic trends and the State of California's budget closely, as both have direct implications for Clovis. During the budget development process for the 2025/26 fiscal year, the City was able to increase general fund expenditures by \$4 million, or 4% compared to the estimated 2024/25 expenditures. This growth reflects the addition of new staff positions, cost-of-living adjustments to salaries, rising employee benefit costs, and general inflationary pressures affecting the cost of services and supplies.

While the City's unemployment rate is currently considered low at 5.3%, the U.S. has experienced historically high inflation over the last several years. This continues to be a concern for the City in the next budget year. The increase in prices is putting further pressure on households and shifts household dollars away from discretionary spending which could have a significant impact on the City's sales taxes as a larger portion of income goes to essentials such as food, transportation and housing costs. High inflation has originated from a mismatch between total demand and supply in the economy, largely as a result of constraints from the pandemic and an aggressive fiscal and monetary policy response.

The Federal Reserve began reducing interest rates in the second half of 2024 after a prolonged period of tightening. The federal funds rate dropped from 5.5% in mid-2023 to 4.0% by October 2025, as inflation showed signs of sustained moderation. While this shift in monetary policy has helped ease some financial pressures, the City remains cautious about the potential for continued economic volatility and its impact on municipal revenues.

Clovis' long-term strategy of building a diverse and resilient economy remains essential in navigating this uncertainty. The City's ability to attract high-quality businesses, employees, and residents continues to serve as a stabilizing force. Additionally, Clovis is adapting to structural changes in the economy, including the rise of non-taxable digital services and delivery-based commerce, which are reducing reliance on traditional brick-and-mortar retail. These trends are being addressed through the General Plan Update and initiatives like the Shaw Avenue Revitalization Strategy.

On June 30, 2025, the General Fund has an assigned fund balance of \$20.9 million, or 18.1% of 2024/25 budgeted expenditures set aside for unforeseen emergencies. The City continues to monitor the impacts of inflation and interest rates on the economy and the City's budget and will continue to adjust its strategies to address those impacts.

The Council determined that it was necessary for the Community Sanitation Fund to implement a rate increase of 4% for the green waste, recycling and organics programs, the refuse collection and disposal program and the street sweeping program for the 2025/26 fiscal year. Furthermore, the Council determined that a 3% increase was necessary for the Water Fund. The Sewer Fund will had a 3% rate increase and the full \$7.30 bond surcharge will continue to be fully rebated.

Requests for Information

This financial report is designed to provide our citizens, taxpayers, customers, investors and creditors with a general overview of the City of Clovis' finances and to demonstrate the City's accountability for the money it receives. If you have any questions about this report or need additional financial information, contact the Finance Director, City of Clovis, 1033 Fifth Street, Clovis, CA, 93612.

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City of Clovis
Statement of Net Position
June 30, 2025

	Primary Government		
	Governmental Activities	Business-type Activities	Total
ASSETS			
Cash and investments	\$ 222,106,779	\$ 157,276,123	\$ 379,382,902
Receivables	9,962,752	14,214,041	24,176,793
Internal balances	(24,095,351)	24,095,351	
Due from other governments	18,453,539	3,589,957	22,043,496
Inventories	1,082,000		1,082,000
Restricted assets:			
Cash and investments	17,479	7,825	25,304
Capital assets:			
Capital assets, not being depreciated	321,900,889	40,776,635	362,677,524
Capital assets (net of accumulated depreciation)	443,064,994	216,441,568	659,506,562
Intangible assets (net of accumulated amortization)	4,848,347	30,933,330	35,781,677
Total assets	<u>997,341,428</u>	<u>487,334,830</u>	<u>1,484,676,258</u>
DEFERRED OUTFLOWS OF RESOURCES			
Pension related deferred outflows	32,408,266	8,203,420	40,611,686
	<u>32,408,266</u>	<u>8,203,420</u>	<u>40,611,686</u>
LIABILITIES			
Accounts payable	9,246,707	4,901,705	14,148,412
Accrued payroll	3,913,326		3,913,326
Unearned revenue	2,752,816	12,948,147	15,700,963
Long-term liabilities:			
Due within one year	64,776,047	14,147,263	78,923,310
Due in more than one year	181,613,927	120,693,910	302,307,837
Total liabilities	<u>262,302,823</u>	<u>152,691,025</u>	<u>414,993,848</u>
DEFERRED INFLOWS OF RESOURCES			
Lease related deferred inflows	58,457	1,139,986	1,198,443
Pension related deferred inflows	1,474,231	153,011	1,627,242
Deferred gain on bond refunding		1,826,961	1,826,961
	<u>1,532,688</u>	<u>3,119,958</u>	<u>4,652,646</u>
NET POSITION			
Net investment in capital assets	747,004,253	205,554,846	952,559,099
Restricted for:			
Debt service	473,917	7,825	481,742
Streets and roads	26,454,240		26,454,240
Community development	15,135,678		15,135,678
Landscape maintenance	10,387,228		10,387,228
Unrestricted (deficit)	(33,541,133)	134,164,596	100,623,463
Total net position	<u>\$ 765,914,183</u>	<u>\$ 339,727,267</u>	<u>\$1,105,641,450</u>

The notes to the financial statements are an integral part of this statement.

City of Clovis
Statement of Activities
For the Year Ended June 30, 2025

Function/Programs	Program Revenues				Net (Expense) Revenue and Changes in Net Position		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government		Total
					Governmental Activities	Business-type Activities	
Primary government:							
Governmental activities:							
General government	\$ 14,471,866	\$ 11,443,752	\$ 198,875		\$ (2,829,239)		\$ (2,829,239)
Public safety	86,853,724	1,937,327	5,407,544	\$ 1,068,831	(78,440,022)		(78,440,022)
Transportation	21,437,175	17,322,425		40,368,007	36,253,257		36,253,257
Community development	837,115	7,500	4,952,522	324,359	4,447,266		4,447,266
Cultural and recreation	11,154,079	3,898,616	99,061	426,700	(6,729,702)		(6,729,702)
Interest and other charges	546,718				(546,718)		(546,718)
Total governmental activities	<u>135,300,677</u>	<u>34,609,620</u>	<u>10,658,002</u>	<u>42,187,897</u>	<u>(47,845,158)</u>	<u>0</u>	<u>(47,845,158)</u>
Business-type activities:							
Community sanitation	28,993,326	29,452,989				\$ 459,663	459,663
Sewer disposal	23,088,010	23,742,966		987,733		1,642,689	1,642,689
Water	28,149,199	34,194,451		5,995,450		12,040,702	12,040,702
Transit	11,191,971	2,790,889	8,703,432			302,350	302,350
Planning & Development Services	14,049,788	13,567,548	68,012			(414,228)	(414,228)
Total business-type activities	<u>105,472,294</u>	<u>103,748,843</u>	<u>8,771,444</u>	<u>6,983,183</u>	<u>0</u>	<u>14,031,176</u>	<u>14,031,176</u>
Total primary government	<u>\$ 240,772,971</u>	<u>\$ 138,358,463</u>	<u>\$ 19,429,446</u>	<u>\$ 49,171,080</u>	<u>(47,845,158)</u>	<u>14,031,176</u>	<u>(33,813,982)</u>
General revenues:							
Property taxes					41,744,457		41,744,457
Sales taxes					36,340,501		36,340,501
Franchise taxes					3,192,305		3,192,305
Transient occupancy taxes					5,385,574		5,385,574
Unrestricted investment earnings (losses)					10,332,376	8,872,166	19,204,542
Transfers					(500,000)	500,000	0
Total general revenues and transfers					<u>96,495,213</u>	<u>9,372,166</u>	<u>105,867,379</u>
Changes in net position					48,650,055	23,403,342	72,053,397
Net position-beginning					722,533,358	318,362,510	1,040,895,868
Prior period adjustments (Note V.F.)					(5,269,230)	(2,038,585)	(7,307,815)
Net position-ending					<u>\$ 765,914,183</u>	<u>\$ 339,727,267</u>	<u>\$ 1,105,641,450</u>

The notes to the financial statements are an integral part of this statement.

**City of Clovis
Balance Sheet
Governmental Funds
June 30, 2025**

	Major Funds		Other	Total
	General	Local Transportation	Governmental Funds	Governmental Funds
ASSETS				
Cash and investments	\$ 31,089,326	\$ 80,580,905	\$ 14,573,498	\$ 126,243,729
Cash with agents-restricted		17,100		17,100
Receivables	4,332,437	359,794	4,819,509	9,511,740
Due from other governments	12,292,634	5,982,003	178,902	18,453,539
Total assets	<u>\$ 47,714,397</u>	<u>\$ 86,939,802</u>	<u>\$ 19,571,909</u>	<u>\$ 154,226,108</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 1,314,405	\$ 3,000,689	\$ 1,253,064	\$ 5,568,158
Accrued payroll	3,913,327			3,913,327
Due to other governments	27,866	282,509		310,375
Deposits and other liabilities	638,229	55,140,666	34,259	55,813,154
Unearned revenue	613,637	2,139,179		2,752,816
Total liabilities	<u>6,507,464</u>	<u>60,563,043</u>	<u>1,287,323</u>	<u>68,357,830</u>
Fund balances:				
Restricted for:				
Capital projects		26,376,759	77,481	26,454,240
Community development	32,752		14,763,567	14,796,319
Debt service			473,538	473,538
Landscape maintenance	10,387,228			10,387,228
Parking and business improvement	245,778			245,778
Law enforcement	93,581			93,581
Assigned for:				
Services, materials and supplies	1,304,700			1,304,700
Capital			2,970,000	2,970,000
Emergencies	20,970,000			20,970,000
Unassigned, reported in:				
General fund	8,172,894			8,172,894
Total fund balances	<u>41,206,933</u>	<u>26,376,759</u>	<u>18,284,586</u>	<u>85,868,278</u>
Total liabilities and fund balances	<u>\$ 47,714,397</u>	<u>\$ 86,939,802</u>	<u>\$ 19,571,909</u>	

Reconciliation of the Governmental Fund Balances to the Governmental Activities Net Position

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and therefore, are not reported in the funds. (Net of \$118,174,169 of internal service fund capital assets)	651,640,061
Internal service funds are used by management to charge the costs of fleet management, employee benefits, liability and property insurance and general services to individual funds. The assets and liabilities of the internal service funds are included in governmental activities in the statement of net position. (Net of \$18,845,351 allocated to business-type activities)	144,176,484
Long-term liabilities, including compensated absences, and net pension liability, are not due and payable in the current period and therefore are not reported in the funds.	(115,770,640)
Net Position of Governmental Activities	<u>\$ 765,914,183</u>

The notes to the financial statements are an integral part of this statement.

City of Clovis
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Year Ended June 30, 2025

	Major Funds		Other	Total
	General	Local Transportation	Governmental Funds	Governmental Funds
REVENUES				
Property taxes	\$ 41,744,457			\$41,744,457
Sales taxes	36,340,501			36,340,501
Business license & Franchise taxes	7,902,136			7,902,136
Transient occupancy taxes	5,385,574			5,385,574
Licenses and permits	1,370,624			1,370,624
Fines and forfeitures	225,318			225,318
Use of money and property	1,234,592	\$ 4,041,731	\$ 664,092	5,940,415
From other agencies	9,281,271	19,560,409	1,104,505	29,946,185
Charges for services	8,458,340	785,400	2,611,983	11,855,723
Other revenues	7,374,744			7,374,744
Total revenue	<u>119,317,557</u>	<u>24,387,540</u>	<u>4,380,580</u>	<u>148,085,677</u>
EXPENDITURES				
Current:				
General government	11,373,386			11,373,386
Public safety	85,717,682			85,717,682
Transportation	6,241,804			6,241,804
Community development	34		843,610	843,644
Cultural and recreation	11,253,707			11,253,707
Capital outlays		21,410,420	632,477	22,042,897
Total expenditures	<u>114,586,613</u>	<u>21,410,420</u>	<u>1,476,087</u>	<u>137,473,120</u>
Excess (deficiency) of revenues over (under) expenditures	<u>4,730,944</u>	<u>2,977,120</u>	<u>2,904,493</u>	<u>10,612,557</u>
OTHER FINANCING SOURCES (USES)				
Transfers in			1,192,000	1,192,000
Transfers out	(1,475,000)	(29,000)	(150,000)	(1,654,000)
Total other financing sources (uses)	<u>(1,475,000)</u>	<u>(29,000)</u>	<u>1,042,000</u>	<u>(462,000)</u>
Net change in fund balances	3,255,944	2,948,120	3,946,493	10,150,557
Fund balances-beginning	37,950,989	23,428,639	14,338,093	75,717,721
Fund balances-ending	<u>\$ 41,206,933</u>	<u>\$ 26,376,759</u>	<u>\$ 18,284,586</u>	<u>\$85,868,278</u>

The notes to the financial statements are an integral part of this statement.

City of Clovis
Reconciliation of the Statement of Revenues,
Expenditures, and Changes in Fund Balances of Governmental Funds
To the Government-Wide Statement of Activities
For the Year Ended June 30, 2025

Amounts reported for governmental activities in the statement of activities (page 31) are different because:

Net change in fund balances-total governmental funds (page 33)	\$ 10,150,557
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Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation/amortization expense. This is the amount by which depreciation/amortization exceeded capital outlays in the current period.	6,742,380
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The net effect of donations and miscellaneous transactions involving capital assets (i.e., sales and trade-ins) is to increase net position.	31,671,730
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Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.	(7,305,844)
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Internal service funds are used by management to charge the costs of fleet maintenance, employee benefits, liability and property insurance and general services to individual funds. The net revenue of certain activities of internal service funds is reported with governmental activities. Net of \$2,820,537 allocated to business-type activities.	7,391,232
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Change in net position of governmental activities (page 31)	<u><u>\$ 48,650,055</u></u>
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The notes to the financial statements are an integral part of this statement.

City of Clovis
Statement of Revenues, Expenditures, and Changes in Fund Balance-Budget and Actual
General Fund
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget- Positive (Negative)
	Original	Final	Actual Amounts	
REVENUE				
Property taxes	\$ 42,044,000	\$ 42,044,000	\$ 41,744,457	\$ (299,543)
Sales taxes	30,892,000	30,892,000	36,340,501	5,448,501
Business license & Franchise taxes	8,155,000	8,155,000	7,902,136	(252,864)
Transient occupancy taxes	5,411,000	5,411,000	5,385,574	(25,426)
Licenses and permits	1,354,000	1,354,000	1,370,624	16,624
Fines and forfeitures	199,000	199,000	225,318	26,318
Use of money and property	546,000	546,000	1,234,592	688,592
From other agencies	6,194,600	6,429,500	9,281,271	2,851,771
Charges for services	8,181,800	8,464,800	8,458,340	(6,460)
Other revenues	7,446,000	7,585,000	7,374,744	(210,256)
Total revenues	110,423,400	111,080,300	119,317,557	8,237,257
EXPENDITURES				
Council	563,500	619,100	608,497	10,603
Clerk	458,100	458,100	410,657	47,443
Attorney	1,123,900	2,889,488	2,781,226	108,262
Manager	2,668,300	2,711,100	2,562,576	148,524
General services	4,882,500	5,015,500	4,574,450	441,050
Finance/Treasurer	4,099,382	4,111,382	3,815,807	295,575
Police	59,152,139	59,624,839	59,624,024	815
Fire	24,683,504	26,094,004	26,093,661	343
Public utilities	15,251,337	15,251,337	14,115,715	1,135,622
Total expenditures	112,882,662	116,774,850	114,586,613	2,188,237
Excess (deficiency) of revenues over expenditures	(2,459,262)	(5,694,550)	4,730,944	10,425,494
OTHER FINANCING SOURCES (USES)				
Transfers In		135,000		(135,000)
Transfers Out	(1,475,000)	(1,475,000)	(1,475,000)	
Total other financing sources (uses)	(1,475,000)	(1,340,000)	(1,475,000)	(135,000)
Net change in fund balance	(3,934,262)	(7,034,550)	3,255,944	10,290,494
Fund balance-beginning	37,950,989	37,950,989	37,950,989	
Fund balance-ending	\$ 34,016,727	\$ 30,916,439	\$ 41,206,933	\$ 10,290,494

The notes to the financial statements are an integral part of this statement.

City of Clovis
Statement of Net Position
Proprietary Funds
June 30, 2025

	Business-Type Activities-Enterprise Funds						Governmental Activities Internal Service Funds
	Major Enterprise Funds						
	Community Sanitation	Sewer Disposal	Water	Planning & Development Services	Transit	Totals	
ASSETS							
Current assets:							
Cash and investments	\$ 16,494,954	\$ 44,244,292	\$ 69,693,924	\$ 17,163,174	\$ 9,679,779	\$ 157,276,123	\$ 95,863,050
Receivables	4,996,689	3,887,875	5,230,281	66,125	33,071	14,214,041	451,012
Due from other governments			86,000	11,208	3,492,749	3,589,957	0
Inventories						0	1,082,000
Advances to other funds			5,250,000			5,250,000	0
Total current assets	21,491,643	48,132,167	80,260,205	17,240,507	13,205,599	180,330,121	97,396,062
Noncurrent assets:							
Cash with fiscal agent-bond accounts		6,790	1,035			7,825	379
Total restricted assets	0	6,790	1,035	0	0	7,825	379
Capital assets:							
Land	19,076,813	5,041,119	16,658,703			40,776,635	8,734,466
Buildings and improvements	9,939,421	180,275,921	149,635,712			339,851,054	142,234,482
Machinery and equipment	3,321,457	886,367	2,126,587	130,517	9,135,626	15,600,554	65,160,815
Less accumulated depreciation	(4,853,895)	(72,983,682)	(54,934,469)	(97,918)	(6,140,076)	(139,010,040)	(99,517,121)
Total capital assets (net of accumulated depreciation)	27,483,796	113,219,725	113,486,533	32,599	2,995,550	257,218,203	116,612,642
Intangible assets:		45,039,649	16,118,786		316,673	61,475,108	2,512,581
Less accumulated amortization		(26,174,207)	(4,109,468)		(258,103)	(30,541,778)	(951,054)
Total intangible assets (net of accumulated amortization)		18,865,442	12,009,318		58,570	30,933,330	1,561,527
Total noncurrent assets	27,483,796	132,091,957	125,496,886	32,599	3,054,120	288,159,358	118,174,548
Total assets	48,975,439	180,224,124	205,757,091	17,273,106	16,259,719	468,489,479	215,570,610
DEFERRED OUTFLOWS OF RESOURCES							
Pension related deferred outflows	2,185,842	596,947	1,594,055	2,448,977	1,377,599	8,203,420	1,857,676
Total deferred outflows of resources	2,185,842	596,947	1,594,055	2,448,977	1,377,599	8,203,420	1,857,676

LIABILITIES

Current liabilities:

	Community Sanitation	Sewer Disposal	Water	Planning & Development Services	Transit	Totals	Governmental Activities Internal Service Funds
Accounts payable	725,515	2,640,969	1,226,031	266,434	40,784	4,899,733	3,368,173
Claims and judgments payable						0	2,548,000
Due to other governments					1,972	1,972	
Accrued compensated absences	153,500	44,700	116,400	137,700	51,500	503,800	122,900
Deposits and other liabilities	2,800		2,413,368	4,112,854		6,529,022	833,054
Unearned revenue	224,682			212,490	12,510,975	12,948,147	0
Lease liability-current						0	187,049
Subscription liability-current					4,441	4,441	517,395
Direct borrowings-current						0	1,903,590
Loans payable-current						0	327,979
Revenue bonds-current		4,585,000	2,525,000			7,110,000	310,000
Contracts payable-current						0	
Total current liabilities	1,106,497	7,270,669	6,280,799	4,729,478	12,609,672	31,997,115	10,118,140

Noncurrent liabilities:

Claims and judgments payable						0	8,013,000
Accrued compensated absences	958,530	278,996	726,937	860,320	321,433	3,146,216	767,519
Advances from other funds						0	5,250,000
Direct borrowings						0	5,018,682
Loans payable						0	2,193,703
Lease liability						0	471,285
Subscription liability					4,769	4,769	0
Revenue bonds (net of discount/premium)		67,825,982	5,824,534			73,650,516	12,538,628
Contracts payable						0	
Landfill closure	6,085,840					6,085,840	
Net pension liability	9,692,720	2,250,607	7,008,819	12,878,031	5,976,392	37,806,569	9,943,139
Total noncurrent liabilities	16,737,090	70,355,585	13,560,290	13,738,351	6,302,594	120,693,910	44,195,956
Total liabilities	17,843,587	77,626,254	19,841,089	18,467,829	18,912,266	152,691,025	54,314,096

DEFERRED INFLOWS OF RESOURCES

Lease related deferred inflows		549,170	590,816			1,139,986	58,457
Pension related deferred inflows	50,303	12,789	32,848	26,344	30,727	153,011	33,898
Deferred gain on bond refunding, net		1,379,640	447,321			1,826,961	
Total deferred inflows of resources	50,303	1,941,599	1,070,985	26,344	30,727	3,119,958	92,355

NET POSITION

Net investment in capital assets	27,483,796	58,294,545	116,698,996	32,599	3,044,910	205,554,846	95,364,192
Restricted for debt service		6,790	1,035			7,825	379
Unrestricted (deficit)	5,783,595	42,951,883	69,739,041	1,195,311	(4,350,585)	115,319,245	67,657,264
Total net position	\$33,267,391	\$101,253,218	\$ 186,439,072	\$ 1,227,910	\$ (1,305,675)	320,881,916	\$163,021,835

Adjustments to reflect the consolidation of internal service fund activities related to enterprise funds.

Net position of business-type activities

18,845,351
\$ 339,727,267

The notes to the financial statements are an integral part of this statement.

City of Clovis
Statement of Revenues, Expenses, and Changes in Net Position
Proprietary Funds
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

	Business-Type Activities-Enterprise Funds						Governmental Activities Internal Service Funds
	Major Enterprise Funds						
	Community Sanitation	Sewer Disposal	Water	Planning & Development Services	Transit	Totals	
Operating revenues:							
Charges for services	\$ 27,503,066	\$ 23,148,253	\$ 32,535,194	\$ 13,320,589	\$ 65,913	\$ 96,573,015	\$ 81,316,088
From other agencies	300,952		19,460	68,012	2,264,309	2,652,733	153,339
Other revenues	160,299	371,767	105,062			637,128	3,080,757
Legal settlement			1,133,439			1,133,439	
Total operating revenues	<u>27,964,317</u>	<u>23,520,020</u>	<u>33,793,155</u>	<u>13,388,601</u>	<u>2,330,222</u>	<u>100,996,315</u>	<u>84,550,184</u>
Operating expenses:							
Salaries and benefits	8,606,212	2,152,039	5,834,232	8,960,110	5,966,107	31,518,700	28,561,654
Services, materials and supplies	15,635,870	9,829,897	14,331,359	2,497,939	2,580,327	44,875,392	39,978,818
Administration	4,385,300	3,286,800	4,026,133	2,579,500	1,872,700	16,150,433	2,281,400
Depreciation/amortization	365,944	5,402,635	3,427,915	12,239	772,837	9,981,570	8,198,371
Total operating expenses	<u>28,993,326</u>	<u>20,671,371</u>	<u>27,619,639</u>	<u>14,049,788</u>	<u>11,191,971</u>	<u>102,526,095</u>	<u>79,020,243</u>
Operating income (loss)	<u>(1,029,009)</u>	<u>2,848,649</u>	<u>6,173,516</u>	<u>(661,187)</u>	<u>(8,861,749)</u>	<u>(1,529,780)</u>	<u>5,529,941</u>
Nonoperating revenues (expenses):							
Interest income	563,071	1,511,358	3,146,449	570,877	235,635	6,027,390	3,081,512
Net increase (decrease) in cash fair value	324,448	855,240	1,227,068	317,081	120,939	2,844,776	1,433,942
Interest expense		(2,416,639)	(529,560)			(2,946,199)	(546,718)
State transit funding					8,703,432	8,703,432	
Gain (loss) on sale of capital assets						0	(25,876)
Total nonoperating revenue (expense)	<u>887,519</u>	<u>(50,041)</u>	<u>3,843,957</u>	<u>887,958</u>	<u>9,060,006</u>	<u>14,629,399</u>	<u>3,942,860</u>
Income (loss) before contributions and transfers	<u>(141,490)</u>	<u>2,798,608</u>	<u>10,017,473</u>	<u>226,771</u>	<u>198,257</u>	<u>13,099,619</u>	<u>9,472,801</u>
Capital contributions		987,733	5,995,450			6,983,183	776,971
Transfers in	150,000			350,000		500,000	125,000
Transfer out						0	(163,000)
Changes in net position	<u>8,510</u>	<u>3,786,341</u>	<u>16,012,923</u>	<u>576,771</u>	<u>198,257</u>	<u>20,582,802</u>	<u>10,211,772</u>
Total net position-beginning	<u>33,871,780</u>	<u>97,682,624</u>	<u>170,947,644</u>	<u>1,152,600</u>	<u>(1,316,949)</u>	<u>302,337,699</u>	<u>153,297,830</u>
Prior period adjustments (Note V.F.)	<u>(612,899)</u>	<u>(215,747)</u>	<u>(521,495)</u>	<u>(501,461)</u>	<u>(186,983)</u>	<u>(2,038,585)</u>	<u>(487,767)</u>
Total net position-ending	<u>\$33,267,391</u>	<u>\$ 101,253,218</u>	<u>\$ 186,439,072</u>	<u>\$ 1,227,910</u>	<u>\$(1,305,675)</u>	<u>\$320,881,916</u>	<u>\$ 163,021,835</u>
Adjustment to reflect the consolidation of internal service fund activities related to enterprise funds.						2,820,540	
Change in net position of business-type activities (page 31)						<u>\$ 23,403,342</u>	

The notes to the financial statements are an integral part of this statement.

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City of Clovis
Combining Statement of Cash Flows
Proprietary Funds
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

	Business-Type Activities-Enterprise Funds						Governmental Activities- Internal Service Funds
	Major Enterprise Funds						
	Community Sanitation	Sewer Disposal	Water	Planning & Development Services	Transit	Totals	
CASH FLOW FROM OPERATING ACTIVITIES							
Receipts from customers and users	\$ 27,107,838	\$ 23,152,728	\$ 32,299,645	\$ 13,269,489	\$ 193,273	\$ 96,022,973	
Receipts for interfund services							\$ 81,434,101
Payments to suppliers	(19,640,101)	(12,356,618)	(18,616,980)	(5,216,740)	(4,426,262)	(60,256,701)	(40,381,679)
Payments to employees	(8,271,920)	(2,114,358)	(5,686,353)	(8,659,573)	(5,783,707)	(30,515,911)	(28,179,801)
Other operating revenues	492,962	(371,309)	895,770.00	97,753	2,223,041	3,338,217	3,167,526
Net cash provided by (used in) operating activities	(311,221)	8,310,443	8,892,082	(509,071)	(7,793,655)	8,588,578	16,040,147
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES							
Transfers-in from other funds	150,000			350,000		500,000	125,000
Repayment of advances to other funds			750,000			750,000	
Transportation funding-State					8,703,432	8,703,432	
Net cash provided by (used in) noncapital financing activities	150,000	0	750,000	350,000	8,703,432	9,953,432	125,000
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES							
Acquisition and construction of capital assets	(170,268)	(1,374,036)	(1,728,195)		(694,608)	(3,967,107)	(5,204,061)
Principal paid on bonds, loans, and direct borrowings		(3,540,000)	(2,410,000)		(107,860)	(6,057,860)	(3,416,970)
Interest paid on bonds, loans, and direct borrowings		(2,416,639)	(529,560)			(2,946,199)	(546,718)
Proceeds from sale of property and equipment						0	64,323
Principal paid on advances from other funds						0	(750,000)
Net cash provided by (used in) capital and related financing activities	(170,268.00)	(7,330,675)	(4,667,755.00)	0	(802,468.00)	(12,971,166)	(9,853,426)
CASH FLOWS FROM INVESTING ACTIVITIES							
Interest and dividends on investments	563,071	1,511,358	3,146,449	570,877	235,631	6,027,386	3,081,512
Increase/(decrease) in fair value of investments	324,448	855,240	1,227,068	317,081	120,939	2,844,776	1,433,942
Net cash provided by (used in) investing activities	887,519	2,366,598	4,373,517	887,958	356,570	8,872,162	4,515,454
Net change in cash and cash equivalents	556,030	3,346,366	9,347,844	728,887	463,879	14,443,006	10,827,175
Cash and cash equivalents-beginning of year	15,938,924	40,904,716	60,347,115	16,434,287	9,215,900	142,840,942	85,036,254
Cash and cash equivalents-end of year	\$ 16,494,954	\$ 44,251,082	\$ 69,694,959	\$ 17,163,174	\$ 9,679,779	\$ 157,283,948	\$ 95,863,429

Reconciliation of operating income (loss) to net cash provided by (used in) operating activities:
AGENDA ITEM NO. 18.

Operating income (loss)	\$ (1,029,009)	\$ 2,848,649	\$ 6,173,516	\$ (661,187)	\$ (8,861,749)	\$ (1,529,000)	
Adjustments to reconcile operating income to net cash provided by (used in) operating activities:							
Depreciation/amortization expense	365,944	5,402,635	3,427,915	12,239	772,837	9,981,570	8,198,371
Amortization bond premium		(583,690)	(119,855)			(703,545)	(20,078)
Landfill closure expense	385,300					385,300	
(Increase)/decrease in receivables	(125,973)	4,475	(235,549)	14,473	101,812	(240,762)	118,013
(Increase)/decrease in due from other governments	31,712	11,350	(7,916)	29,738	(37,215)	27,669	11,964
(Increase)/decrease in inventories						0	(123,000)
(Increase)/decrease in pension related deferred outflows	562,426	122,966	393,918	676,629	342,143	2,098,082	569,083
Increase/(decrease) in accounts payable	(4,631)	760,081	153,439	52,993	26,767	988,649	553,540
Increase/(decrease) in claims and judgments payable						0	1,348,000
Increase/(decrease) in due to other governments					(4,055)	(4,055)	
Increase/(decrease) in accrued compensated absences	28,501	(22,595)	(56,965)	(19,645)	(205)	(70,909)	73,574
Increase/(decrease) in deposits and other liabilities	400		(412,926)	(192,291)		(604,817)	100,000
Increase/(decrease) in unearned revenue	(269,255)			(65,573)	25,548	(309,280)	
Increase/(decrease) in net pension liability	(183,316)	(44,734)	(134,918)	(254,351)	(113,842)	(731,161)	(186,103)
Increase/(decrease) in lease related deferred inflows		(30,509)	(61,265)			(91,774)	(58,457)
Increase/(decrease) in pension related deferred inflows	(73,320)	(17,956)	(54,156)	(102,096)	(45,696)	(293,224)	(74,701)
Increase/(decrease) in deferred gain on bond refunding		(140,229)	(173,156)			(313,385)	
Total adjustments	717,788	5,461,794	2,718,566	152,116	1,068,094	10,118,358	10,510,206
Net cash provided by (used in) operating activities	(311,221)	8,310,443	8,892,082	(509,071)	(7,793,655)	8,588,578	16,040,147

Noncash investing, capital, and financing activities:

During the year the Sewer Disposal Fund, an enterprise fund, received \$987,733 in donated assets.

During the year the Water Fund, an enterprise fund, received \$5,995,450 in donated assets.

The notes to the financial statements are an integral part of this statement.

City of Clovis
Statement of Fiduciary Net Position
Fiduciary Funds
June 30, 2025

	Redevelopment Successor Agency Private- Purpose Trust Fund	Custodial Funds
ASSETS		
Cash and investments	\$ 1,053,568	\$ 158,929
Cash with agent-restricted	1,075,862	
Receivables	856	1,596
Prepaid items	119,814	
Capital assets (net of accumulated depreciation)	10,518,469	
Total assets	<u>12,768,569</u>	<u>160,525</u>
LIABILITIES		
Accounts payable	145,731	24,664
Deposits and other liabilities		
Tax allocation bonds payable	<u>7,563,720</u>	
Total liabilities	<u>7,709,451</u>	<u>24,664</u>
NET POSITION		
Restricted for:		
Held in trust for Redevelopment Successor Agency Fund	5,059,118	
Individuals, organizations, and other governments		135,861
Total net position	<u>\$ 5,059,118</u>	<u>\$ 135,861</u>

The notes to the financial statements are an integral part of this statement.

City of Clovis
Statement of Changes in Fiduciary Net Position
For the Year Ended June 30, 2025

	Redevelopment Successor Agency Private- Purpose Trust Fund	Custodial Funds
ADDITIONS		
Property taxes	\$ 1,426,103	
Special assessment tax		\$ 95,891
Interest	(779)	7,084
Total additions	<u>1,425,324</u>	<u>102,975</u>
DEDUCTIONS		
Services, materials and supplies	10,000	
Administration	10,000	
Depreciation/amortization	75,563	
Interest and other fiscal charges	383,641	
Community development		119,911
Total deductions	<u>479,204</u>	<u>119,911</u>
Net increase (decrease) in fiduciary net position	946,120	(16,936)
Net position-beginning	4,112,998	152,797
Net position-ending	<u><u>\$ 5,059,118</u></u>	<u><u>\$ 135,861</u></u>

The notes to the financial statements are an integral part of this statement.

CITY OF CLOVIS
Notes to Financial Statements
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

I. Summary of Significant Account Policies

A. Financial Reporting Entity

The City of Clovis, California (City) was incorporated on February 27, 1912 as a general law city of the State of California, and as such can exercise the powers specified by the constitution and laws of the State of California. The City is governed by an elected five-member City Council under the administration of an appointed City Manager. The accompanying financial statements present the government and its component units, entities for which the government is considered to be financially accountable. Blended components units, although legally separate entities, are, in substance, part of the government's operations.

1. Blended Component Units

Although the following are legally separate from the City, they have been "blended" as though they are part of the City because the component unit's governing body is substantially the same as the City's and there is a financial benefit or burden relationship between the City and the component unit; management of the City has operational responsibilities for the component unit; and/or the component units provide services entirely, or almost entirely, to the City or otherwise exclusively, or almost exclusively, benefits the City, even though it does not provide services directly.

The Clovis Municipal Development Corporation (Corporation) was established by the Clovis City Council in January 1985 to handle the City's and the Clovis Community Development Agency's development of property. There were no assets, liabilities, equity or activity to report for the current or prior fiscal years.

The Clovis Public Financing Authority (Authority) was established by the Clovis City Council in July 1991 to facilitate the issuance of the City's debt. There were no assets, liabilities, equity or other activity to report for the current or prior fiscal years.

2. Fiduciary Activities

The City presents its fiduciary activity information for assessing its accountability and financial reporting of the City in their role as fiduciaries. The definition of a "fiduciary" is a person or organization that acts on behalf of another person or persons to manage assets. Fiduciary responsibility refers to the obligation that one party has in relationship with another one to act entirely on the other party's behalf and best interest. It is considered to be the standard of highest care.

B. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government and its components units. The effects of interfund activity have been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function of a segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

CITY OF CLOVIS
Notes to Financial Statements
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The basic financial statements of the City have been prepared in conformity with accounting principles generally accepted of the United States of America (U.S. GAAP) as applied to governmental agencies. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting.

The government-wide, proprietary fund, and fiduciary fund financial statements are reported using the “*economic resources*” measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the “*current financial resources*” measurement focus and the modified accrual basis of accounting. Revenues are recognized when they have been earned, and they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, under accrual accounting. However, debt service principal and interest expenditures on general long-term debt, including lease liabilities, as well as expenditures related to compensated absences, and claims and judgments, postemployment benefits and environmental obligations are recognized later based on specific accounting rules applicable to each, generally when payment is due. General capital asset acquisitions, including entering into contracts giving the City the right to use lease assets, are reported as expenditures in governmental funds. Issuance of long-term debt and financing through leases are reported as other financing sources.

Property taxes, franchise taxes, licenses and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the government.

The City reports the following major governmental funds:

General Fund – This is used as the main operating governmental fund of the City to account for general revenues of the City not specifically levied or collected for other City funds and the related expenditures. The General Fund accounts for all financial resources of a governmental unit which are not accounted for in another fund. The General Fund accounts for activity related to Measure Y, which is tracked separately within the General Fund for transparency and reporting purposes, but not presented separately.

Local Transportation Fund – This fund accounts for the City's share of Transportation Development Act (SB 325) funds allocated by the State that are restricted to expenditures for capital street improvements and maintenance and for the deposits by developers for special street improvement projects.

The City reports the following major proprietary funds:

Community Sanitation Fund – This fund accounts for all financial transactions relating to the City's refuse collection and disposal operations, landfill operations and street sweeping operations.

Sewer Disposal Fund – This fund accounts for all financial transactions relating to the City's sanitary sewer system operations.

CITY OF CLOVIS
Notes to Financial Statements
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

Water Fund – This fund accounts for all financial transactions relating to the City's water production and distribution operations.

Planning and Development Services Fund – This fund accounts for all financial transactions related to the City's engineering operations.

Transit Fund – This fund accounts for all financial transactions related to the City's transit operations.

Additionally, the City reports the following fund types:

Internal Service Funds - These funds account for general liability and property damage insurance, fleet management services, retirement, workers' compensation, and health, unemployment and Medicare insurance, facility maintenance and enhancement, telecommunication and information technology, and other general services provided to other departments or agencies of the City on cost reimbursement bases.

Custodial Funds – These funds account for assets held by the City for, certain special assessments collected and distributed on behalf of the districts.

Private-Purpose Trust Funds – These funds are used to account for the assets of the former Clovis Community Development Agency during the wind down period.

As a general rule the effect of interfund activity has been eliminated from the government-wide financial statements. The exception to this general rule is payments-in-lieu of taxes. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as program revenues include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with the proprietary fund's principal ongoing operations. The principal operating revenues of the community sanitation enterprise fund, of the sewer enterprise fund, of the water enterprise fund and of the City's internal service funds are charges to customers for sales and services. The sewer enterprise fund and the water enterprise fund also recognize as operating revenue the portion of developer fees intended to recover the cost of connecting new customers to the system. Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expenses and depreciation on capital assets: All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, then unrestricted resources as they are needed.

D. Assets, Liabilities, Deferred Outflows/Inflows, and Net Position/Fund Balance

1. Cash and Investments

The City maintains a cash and investment pool that is available for use by all funds. This pool utilizes investments authorized by the Government Code and is further defined by the City's investment policy that is reviewed annually by the City Council.

Highly liquid market investments with maturities of 1 year or less at the time of purchase are stated at amortized cost. All other investments are stated at fair value. Market value is used as fair value for the securities for which market quotations are readily available.

CITY OF CLOVIS
Notes to Financial Statements
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

Authorized investments include deposits in the State of California administered Local Agency Investment Fund, insured certificates of deposits, collateralized certificates of deposits, commercial paper, bankers acceptances, medium term notes, money market mutual funds and securities backed by the U.S. Government. All investments are stated at fair value.

Interest income earned as a result of pooling is distributed to the appropriate funds based on month end cash balances in each fund. Interest income from cash and investments with fiscal agents and deferred compensation is credited directly to the related fund.

For purposes of the statement of cash flows, the City considers short-term and highly liquid investments with original maturities of 3 months or less, (including restricted assets) to be cash and cash equivalents.

The City invests its excess cash principally in U.S. Government Securities, U.S. Treasuries and the State of California Local Agency Investment Fund (LAIF). Investments in the LAIF are available for withdrawal on demand.

The City is also required to deposit funds with fiscal agents under the provisions of revenue bonds, contracts and/or lease agreements. These funds are invested by the fiscal agent in instruments generally more restrictive than the City's investment policy.

U.S. GAAP defines fair values, establishes a framework for measuring fair value and establishes disclosures about fair value measurement. Investments, unless otherwise specified, recorded fair value in the Statement of Net Position/Balance Sheet, are categorized based upon the level of judgment associated with the inputs used to measure their fair value. Levels of inputs are as follows:

Level 1 – Inputs are unadjusted, quoted prices for identical assets and liabilities in active markets at the measurement date.

Level 2 – Inputs, other than quoted prices included in Level 1, that are observable for the assets or liabilities through corroboration with market data at the measurement date.

Level 3 – Unobservable inputs that reflect management's best estimate of what market participants would use in pricing the assets or liabilities at the measurement date.

2. Receivables

Billed but unpaid services provided to individuals or non-governmental entities are recorded as "receivables." Services provided to other governmental entities are recorded as "due from other governments." The City's utility enterprise funds include an estimated amount for services rendered but not yet billed as of June 30, 2025, determined by prorating the July 2025 bi-monthly billing.

The City has not experienced any material write-off of receivables; and therefore, an "allowance for bad debts" is not included on the City's balance sheet or statement of net position.

3. Interfund Receivables/Payables

During the course of operations, interfund receivables and payables transactions arise. These receivables and payables are classified as "due from other funds" or "due to other funds" on the fund financial statements. On the government-wide statement of net position, the "internal balances" represents the amounts receivable/payable between business-type activities and governmental activities. All other interfund transactions have been eliminated on the statement of net position.

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Notes to Financial Statements
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

4. Inventories

Inventories, consisting of fuel and vehicle parts, are valued at cost.

5. Capital Assets/Intangible Assets

Capital assets, which include property, plant, equipment, right to use and infrastructure assets (roadways), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of more than \$10,000, and an estimated useful life of at least three years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated assets are recorded at estimated acquisition value at the date donated. Intangible assets are valued at historical cost.

The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Intangible assets include the purchase of sewer capacity rights and water entitlement rights. The City purchased sewer capacity rights from the City of Fresno at the Fresno Regional Wastewater Treatment Plant. The total amount of \$44,824,154 is reported in the City's Sewer Disposal Enterprise Fund. The City purchased water entitlement rights from the Fresno Irrigation District for surface water. The total amount of \$16,118,786 reported in the City's Water Enterprise Fund.

Donated assets include developer donated land as well as improvements on the land including streets, curbs and gutters, sidewalks, street lighting and landscaping. Included in the total amount of capital grants and contributions on the government-wide statement of activities is \$39,431,884 of developer donated assets.

Property, plant and equipment of the primary government is depreciated over the estimated useful lives using the straight-line method, half-year convention. Estimated useful lives are as follows:

Distribution Systems	50 years
Roadways	50
Buildings	20-40
Vehicles	5-20
Right to use	5-35
Other Equipment	3-10

Amortization of intangibles is computed over 40 years using the straight-line method, half-year convention. As the life of the rights have a life of 40 years.

6. Compensated Absences

Employees earn vacation, sick leave, and other compensated absences in accordance with City policies. A liability for compensated absences is recognized when the leave is attributable to services already rendered, the leave accumulates and is more likely than not to be used for time off or paid out. The liability is measured using the pay rates expected to be paid when the leave is taken or otherwise settled.

The governmental activities liability is reported in the statement of net position, while amounts are recognized in governmental funds only when due and payable. Proprietary funds record the expense and liability as benefits accrue. The City's policies generally permit employees to accumulate unused vacation and a portion of unused sick leave up to specified limits. Upon separation from service, employees are compensated for accumulated vacation and eligible sick leave in accordance with those policies.

7. Long-Term Liabilities

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term liabilities and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and

CITY OF CLOVIS
Notes to Financial Statements
For the Year Ended June 30, 2025

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discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts not withheld from the actual debt proceeds received are reported as debt service expenditures. Discounts withheld from the debt proceeds are reported as other financing uses.

8. Unearned Revenue

For the Government-wide Financial Statements, unearned revenue is recognized in connection with a transaction before the earnings process is completed.

For the governmental fund financial statements, unearned revenues arise when potential revenues do not meet both the "measurable" and "available" criteria for recognition in the current period. Unearned revenues also arise when the government receives resources before it has a legal claim to them, as when grant monies are received prior to incurring qualifying expenditures. In subsequent periods, when both revenue recognition criteria are met or when the government has a legal claim to the resources, unearned revenues are removed from the balance sheet and revenue is recognized.

9. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the plans and additions to/deductions from the plans' fiduciary net position have been determined on the same basis as they are reported by the plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with benefit terms. Plan investments are reported at fair value.

The following timeframes are used for pension plan reporting:

CalPERS

Valuation Date	June 30, 2023
Measurement Date	June 30, 2024
Measurement Period	July 1, 2023 to June 30, 2024

Gains and losses related to changes in total pension liability and fiduciary net position are recognized in pension expense systematically over time. The first amortized amounts are recognized in pension expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to pensions and are to be recognized in future pension expense. The amortization period differs depending on the source of the gain or loss. The difference between projected and actual earnings is amortized straight-line over 5 years. All other amounts are amortized straight-line over the average expected remaining service lives of all members that are provided with benefits (active, inactive, and retired) as of the beginning of the measurement period.

10. Fund Balances

Fund balances, presented in the governmental fund financial statements, represent a resource for future periods that is the difference between assets and liabilities reported in a government fund. Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The City evaluated each of its funds at June 30, 2025 and classified fund balances into the following five categories:

Non-spendable - amounts that cannot be spent because they are not in spendable form, such as prepaid items, inventories and long-term receivables for which the payment of proceeds are not restricted or committed with respect to the nature of the specific expenditure of that fund.

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AGENDA ITEM NO. 18.

Restricted – amounts that are restricted by external parties such as creditors or imposed by grants, laws or regulations of other governments or imposed by law through constitutional provisions or enabling legislation.

Committed – amounts that have been committed by formal action by the entity's "highest level of decision-making authority." Commitments may be changed or lifted only by the City taking the same formal action that imposed the constraint originally.

Assigned – amounts that have been allocated by the City action where the government's intent is to use the funds for a specific purpose. Assigned fund balance is established by City Council through adoption or amendment of the budget as intended for specific purpose.

Unassigned – amounts that have not been restricted, committed, or assigned.

The general fund is the only fund that reports a positive unassigned fund balance amount. In other governmental funds, it is not appropriate to report a positive unassigned fund balance amount. However, in governmental funds other than the general fund, if expenditures incurred for specific purposes exceed the amounts that are restricted, committed or assigned to those purposes, it may be necessary to report a negative unassigned fund balance in that fund.

The City will spend the funds restricted for their purpose within those funds first followed by assigned funds for their intended purposes prior to spending any unassigned funds. The City Council has established a target of a minimum unassigned fund balance for any operational fund is 10% of the budgeted expenditures with the goal for unassigned fund balance of up to 15% of budgeted expenditures unless capital borrowing or extraordinary fiscal conditions require higher levels of unassigned fund balance be maintained.

The local transportation fund is the City's only major capital project fund. This fund accounts for the capital street projects paid for out of the City's share of Transportation Development Act (SB 325) funds allocated by the state, 1/2 cent sales tax for transportation, Special Gas Tax Select Street funds, and federal funding sources under the Federal Intermodal Surface Transportation Efficiency Act. In addition, funds are transferred from the Developer Trust Fund as reimbursements are made for developer-financed projects.

11. Net Position

In the government-wide financial statements and proprietary fund financial statements, net position is classified as follows:

Net Investment in Capital Assets – This component of net position consists of capital assets, net of accumulated depreciation/amortization, reduced by the outstanding balances of debt, net of deferred refunding, that are attributable to the acquisition, construction, or improvement of those assets.

Restricted – This component of net position consists of restricted assets reduced by liabilities and deferred inflows of resources related to those assets.

Unrestricted – This component of net position is the amount of the assets, deferred outflows of resources, liabilities, and deferred inflows of resources that are not included in the determination of net investment in capital assets or the restricted component of net position.

When expenses are incurred for purposes for which both restricted and unrestricted components of net position are available, the City's policy is to apply the restricted component of net position first, then the unrestricted component of net position as needed.

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Notes to Financial Statements
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

12. Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

13. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position includes a separate section for deferred outflows of resources. Deferred outflows of resources represent a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has two items that qualify for reporting in this category. It is the deferred charge on refunding reported in the government-wide statement of net position, and deferred amounts related to pension. The deferred charge on refunding resulted from the difference between the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. The deferred amounts related to pension relate differences between estimated and actual investment earnings, changes in actuarial assumptions, and other pension related changes.

In addition to liabilities, the statement of financial position includes a separate section for deferred inflows of resources. Deferred inflows of resources represent an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has three items that qualify for reporting in this category: deferred inflows related to leases, pension, and deferred gain on bond refunding. Deferred lease inflows arise from lease arrangements where the City is the lessor and reflect the recognition of lease revenue over the term of the lease. Deferred pension inflows include differences between expected and actual experience, changes in assumptions, and projected versus actual investment earnings, which are recognized systematically over time. The deferred gain on bond refunding results from the difference between the carrying amount of the old debt and its reacquisition price, and is amortized over the remaining life of the refunded or refunding debt, whichever is shorter.

14. Leases

Lessee: The City has a policy to recognize a lease liability and a right-to-use lease asset (lease asset) in the government-wide financial statements. The City recognizes lease liabilities with an initial, individual value of \$10,000 or more.

At the commencement of a lease, the City initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the City determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The City uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the non-cancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the City is reasonably certain to exercise.

The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure any lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Lease assets are reported as right to use along with other capital assets and lease liabilities are reported with long-term debt on the statement of net position.

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AGENDA ITEM NO. 18.

Lessor: The City is a lessor for a leases of a building and land at four locations. The City recognizes a lease receivable and a deferred inflows of resources in both the government-wide and fund financial statements.

At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflows of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflows of resources is recognized as revenue over the life of the lease term.

Key estimates and judgments include how the City determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The City uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the non-cancellable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

15. Subscription Based Information Technology Arrangements (SBITA)

The City has a policy to recognize a subscription liability and a right-to-use subscription asset (subscription asset) in the government-wide financial statements and proprietary fund financial statements. The City recognizes subscription liabilities with an initial, individual value of \$10,000 or more with a subscription term greater than one year. Variable payments based on future performance of the City, usage of the underlying IT asset, or number of user seats are not included in the measurement of the subscription liability, rather, those variable payments are recognized as outflows of resources (expenses) in the period the obligation for those payments is incurred.

At the commencement of a SBITA, the City initially measures the subscription liability at the present value of payments expected to be made during the subscription term. Subsequently, the subscription liability is reduced by the principal portion of subscription payments made. Subscription assets are recorded at the amount of the initial measurement of the subscription liabilities, less any payments made to the SBITA vendor before the commencement of the subscription term, and capitalizable initial implementation cost, less any incentives received from the SBITA vendor at or before the commencement of the subscription term.

Costs associated with a SBITA, other than the subscription payments, are accounted for as follows:

- **Preliminary Project Stage:** Outlays are expensed as incurred.
- **Initial Implementation Stage:** Outlays are capitalized as an addition to the subscription asset.
- **Operation and Additional Implementation Stage:** Outlays are expensed as incurred unless they meet specific capitalization criteria.

Upon adoption, the City elected to exclude the capitalizable outlays associated with the initial implementation stage and the operation and additional implementation stage that were incurred prior to the implementation of this Statement in the measurement of subscription assets as of July 1, 2022.

Subscription assets are reported in capital assets and subscription liabilities are reported with long-term liabilities on the statement of net position.

Subscription assets are amortized using the straight-line method over the shorter of the subscription term or the useful life of the underlying IT asset, unless the subscription contains a purchase option that the City has determined is reasonably certain of being exercised. In this case, the subscription asset is amortized over the useful life of the underlying IT asset.

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AGENDA ITEM NO. 18.

Key estimates and judgments related to SBITA include how the City determines (1) the discount rate it uses to discount the expected subscription payments to present value, (2) subscription term, and (3) subscription payments.

- The City uses the interest rate charged by the SBITA vendor as the discount rate. When the interest rate charged by the SBITA vendor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for SBITA.
- The subscription term includes the non-cancellable period of the SBITA. Subscription payments included in the measurement of the subscription liability are composed of fixed payments and purchase option price that the City is reasonably certain to exercise.

The City monitors changes in circumstances that would require a remeasurement of its subscription liability and will remeasure if certain changes occur that are expected to significantly affect the amount of the subscription liability.

16. Implementation of New GASB Pronouncements

The requirements of the following accounting standards are effective for the purpose of implementation, if applicable to the City, for the year ended June 30, 2025. The financial statements included herein apply the requirements and provisions of these statements, including necessary retroactive adjustments to financial statement classifications and presentations.

Implementation of New GASB Pronouncements for the Year Ended June 30, 2025:

GASB Statement No. 101

In June 2022, GASB issued Statement No. 101, Compensated Absences. The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. Application of this statement is effective for The City's fiscal year ending June 30, 2025.

GASB Statement No. 102

In December 2023, GASB issued Statement No. 102, Certain Risk Disclosures. The objective of this Statement is to provide users of government financial statements with essential information about risks related to a government's vulnerabilities due to certain concentrations or constraints which may limit a government's ability to acquire resources or control spending. Application of this statement is effective for the City's fiscal year ending June 30, 2025.

Upcoming Governmental Accounting Standards Implementation:

GASB Statement No. 103

In December 2023, GASB issued Statement No. Financial Reporting Model Improvements. The objective of this Statement is to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability. Application of this statement is effective for the City's fiscal year ending June 30, 2026.

GASB Statement No. 104

In September 2024, GASB issued Statement No. 104, Disclosure of Certain Capital Assets. This Statement requires certain types of capital assets to be disclosed separately in the capital assets note disclosures required by Statement 34. Lease assets recognized in accordance with Statement No. 87, Leases, and intangible right-to-use assets recognized in accordance with Statement No. 94, should be disclosed separately by major class

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Notes to Financial Statements
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

of underlying asset in the capital assets note disclosures. Subscription assets recognized in accordance with Statement No. 96, Subscription-Based Information Technology Arrangements, also should be separately disclosed. In addition, this Statement requires intangible assets other than those three types to be disclosed separately by major class. Application of this statement is effective for the City's fiscal year ending June 30, 2026.

II. Reconciliation of Government-Wide and Fund Financial Statements

A. Explanation of Certain Differences Between the Governmental Fund Balance Sheet and the Government-Wide Statement of Net Position

The governmental fund balance sheet includes a reconciliation between *fund balance-total governmental funds* and *net position-governmental activities* as reported in the government-wide statement of net position. One element of that reconciliation explains that "long-term liabilities, including bonds payable, are not due and payable in the current period and therefore are not reported in the funds." The details of this (\$115,770,640) difference are as follows:

Pension related items of \$101,773,220 (net of \$9,943,139 reported in Internal Service Funds)	\$ 101,773,220
Accrued compensated absences of \$10,774,373 (net of \$890,419 reported in Internal Service Funds)	10,774,373
Accrued SBITA of \$2,885,849 (net of \$517,395 reported in Internal Service Funds)	2,885,849
Accrued Leases of \$337,198 (net of \$658,334 reported in Internal Service Funds)	<u>337,198</u>
Net adjustment to reduce <i>fund balance-total governmental funds</i> to arrive at <i>net position-governmental activities</i>	<u><u>\$ 115,770,640</u></u>

B. Explanation of Certain Differences Between the Governmental Fund Statement of Revenues, Expenditures, and Changes in Fund Balances and the Government-Wide Statement of Activities

The governmental fund statement of revenues, expenditures, and changes in fund balances includes a reconciliation between *net changes in fund balances-total governmental funds and changes in net position of governmental activities* as reported in the government-wide statement of activities. One element of that reconciliation explains "Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense."

The details of this \$6,742,380 difference are as follows:

Capital Outlay	\$ 22,042,897
Depreciation/amortization expense (net of \$8,198,372 reported in Internal Service Funds)	<u>(15,300,517)</u>
Net adjustment to decrease <i>net changes in fund balance-total governmental</i> funds to arrive at <i>changes in net position-governmental activities</i>	<u><u>\$ 6,742,380</u></u>

Another element of that reconciliation states that "The net effect of various miscellaneous transactions involving capital assets (i.e., sales, trade-ins, and donations) is to increase net position." Donated capital assets increase net position in the statement of activities, but do not appear in the governmental funds because they are not financial resources.

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Notes to Financial Statements
For the Year Ended June 30, 2025

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The details of this \$22,042,897 difference are as follows:

General government capital asset additions	\$ 59,921,578
Internal service fund capital asset additions	(5,429,980)
Donated capital asset additions	<u>(32,448,701)</u>
Net capital outlay	<u><u>\$ 22,042,897</u></u>

Another element of that reconciliation states that “Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.” The details of this \$7,305,844 difference are as follows:

Pension related items (Net of \$308,278 reported in Internal Service Funds)	\$ 2,330,158
Compensated absences (Net of \$561,341 reported in Internal Service Funds)	3,544,870
SBITA related items (Net of \$588,692 reported in Internal Service Funds)	1,093,618
Lease related items (Net of \$114,174 reported in Internal Service Funds)	<u>337,198</u>
Net adjustment to decrease <i>net changes in fund balance-total governmental</i> funds to arrive at <i>changes in net position-governmental activities</i>	<u><u>\$ 7,305,844</u></u>

III. Stewardship, Compliance, and Accountability

A. Budgetary Information

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for all governmental funds. All annual appropriations lapse at fiscal year-end.

On or before the second week of March of each year, all departments of the City submit request for appropriations to the City Manager so that a budget may be prepared. On or before the third Monday in May, the proposed budget is presented to the City council for review. The council holds public hearings and a final budget must be adopted no later than June 30.

The appropriated budget is prepared by fund and department. The City Manager may make transfers of appropriations between departments within a specific fund of up to \$5,000 and up to \$2,500 from any established reserves. Transfers in excess of those amounts require council action. No action is required at any level lower than the department level. The legal level of budgetary control is the department level. During the year, supplementary appropriations approved by the council were necessary for some departments.

B. Deficit Fund Equity

Government-Wide Financial Statements

At June 30, 2025, deficit unrestricted net position was reported for governmental activities in the amount of \$(33,541,133). The deficit is the result of reporting net pension liabilities of \$140,826,616 in the government-wide financial statements. City management believes the present cash aggregate position of the General Fund is adequate to meet current needs.

Proprietary Funds

The Transit Fund has a deficit net position of \$(1,305,675) as of June 30, 2025. The deficit is the result of reporting net pension liabilities of \$5,976,392 in the proprietary fund financial statements. City management believes the present cash aggregate position of the Transit Fund is adequate to meet current needs.

CITY OF CLOVIS
Notes to Financial Statements
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

IV. Detailed Notes on All Funds

A. Cash and Investments

Cash and investments as of June 30, 2025 are classified in the accompanying financial statements as follows:

Primary Government:

Cash and investments	\$ 379,382,902
Cash and investments - restricted	25,304

Fiduciary funds:

Cash and investments	1,212,497
Cash and investments with agent - restricted	1,075,862
Total cash and investments	\$ 381,696,565

Fair value of cash and investments based on quoted market prices. The City categorizes its fair value measurements within the fair value hierarchy established by GASB Statement No. 72 *Fair Value Measurement and Application*. This hierarchy recognizes three tiers, outlined as follows:

- Level 1: Investments reflect prices quoted in active markets;
- Level 2: Investments reflect prices that are based on a similar observable asset either directly or indirectly, which may include inputs in markets that are not considered to be active; and,
- Level 3: Investments reflect prices based upon unobservable sources.

The table below presents the fair value measurements of investments recognized in the accompanying statements of net position at June 30, 2025:

	Fair Value	Measurement Input
Cash on hand	\$ 9,385	N/A
Deposit with financial institution	8,060,946	
Investments:		
Money Market Funds	35,184,563	N/A
Certificates of Deposit	28,000,000	N/A
Municipal Securities	60,084,332	N/A
Corporate Securities	70,073,902	N/A
U.S. Agency Securities	119,242,114	Level 2
Local Agency Investment Fund (LAIF)	59,940,157	N/A
Held by Bond Trustee:		
Money Market Funds	1,101,166	N/A
Total	\$ 381,696,565	

Investment securities classified in Level 2 of the fair value hierarchy are valued using prices determined by the use of matrix pricing techniques maintained by the pricing vendors for these securities. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices.

Investments Authorized by the California Government Code and the City's Investment Policy. The table below identifies the investment types that are authorized for the City by the California Government Code (or the City of Clovis investment policy, where more restrictive). The table also identifies certain provisions of the California Government Code (or the City Investment Policy, where more restrictive) that address interest rate risk, credit risk and concentration of credit risk. This table does not address investments of debt proceeds held by bond trustee that are governed by the provisions of debt agreements of the City, rather than the general provisions of the California Government Code or the City investment policy.

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Notes to Financial Statements
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AGENDA ITEM NO. 18.

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio or Amount*	Maximum Investment or One Issuer or Amount
U.S. Treasury Obligations	3 years	None	None
U.S. Agency Securities	3 years	None	None
Bankers Acceptances	180 days	30%	30%
Commercial Paper	270 days	15%	10%
Negotiable Certificates of Deposit	3 years	30%	Legal Limit
Repurchase Agreements	1 year	None	None
Medium-Term Notes	3 years	30%	None
Qualified Mutual Funds	N/A	\$2,000,000	\$2,000,000
Money Market Accounts	N/A	\$10,000,000	\$10,000,000
Local Agency Investment Fund (LAIF)	N/A	None	None

* Excluding amounts held by bond trustee that are not subject to California Government Code restrictions.

Investments Authorized by Debt Agreements. Investment of debt proceeds held by bond trustee are governed by provisions of the debt agreements, rather than the general provisions of the California Government Code or the City's investment policy. The table below identifies the investment types that are authorized for investments held by bond trustee. The table also identifies certain provisions of these debt agreements that address interest rate risk, credit risk, and concentration of credit risk.

Disclosures Relating to Interest Rate Risk. Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. One of the ways that the City manages its exposure to interest rate risk is by purchasing a combination of shorter term and longer-term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations. The City monitors the interest rate risk inherent in its portfolio by measuring the weighted average maturity of its portfolio. The City investment policy states that no investment can have a maturity in excess of three years unless approved by the City Manager.

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio	Maximum Investment or One Issuer
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Bankers Acceptances	180 days	30%	30%
Commercial Paper	270 days	15%	10%
Qualified Mutual Funds	N/A	None	None
Money Market Accounts	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None

Investments with Fair Values Highly Sensitive to Interest Rate Fluctuations. The City's investments do not include any investments that are highly sensitive to interest rate fluctuations (to a greater degree than already indicated in the information provided above).

Disclosures Relating to Credit Risk. Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the minimum rating required by (where applicable) the California Government Code, the City's investment policy, or debt agreements, and the actual rating as of year-end for each investment type.

CITY OF CLOVIS
Notes to Financial Statements
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

<u>Investment Type</u>	<u>Amount</u>	<u>Weighted Average Maturity (in years)</u>
Money Market Funds	\$ 35,184,563	N/A
Municipal Securities	60,084,332	2.91
Certificates of Deposit	28,000,000	1.69
Corporate Securities	70,073,902	4.69
U.S. Agency Securities	119,242,114	2.52
Local Agency Investment Fund (LAIF)	59,940,157	N/A
Held by Bond Trustee:		
Money Market Funds	<u>1,101,166</u>	N/A
Total	<u><u>\$ 373,626,234</u></u>	

Concentration of Credit Risk. The investment policy of the City contains no limitations on the amount that can be invested in any one issuer beyond that stipulated by the California Government Code. Investments in any one issuer (other than U.S. Treasury securities and external investment pools) that represent 5% or more of total City of Clovis' investments are as follows:

<u>Issuer</u>	<u>Investment Type</u>	<u>Reported Amount</u>	<u>Percent of Total Invested</u>
Federal Farm Credit Banks	Federal Agency Securities	\$ 31,700,000	8.47%
Federal Home Loan Banks	Federal Agency Securities	78,595,000	21.03%

Custodial Credit Risk. Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the broker or dealer to a transaction, a government will not be able to recover the value of its investments or collateral securities that are in the possession of another party. The California Government Code and the City's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the following provisions for deposits: The California Government Code requires that a financial institution secure deposits made by state or local government units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

As of June 30, 2025, no City's deposits with financial institutions in excess of federal depository insurance limits were held in uncollateralized accounts. In addition, as of June 30, 2025, no investments were held by the same broker dealer (counterparty) that was used by the City to purchase the securities.

CITY OF CLOVIS
Notes to Financial Statements
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

Disclosures Relating to Interest Rate Risk. Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. As of year-end, the average life-month end maturity of the investments contained in the LAIF investment pool is approximately 260.

Investment in State Investment Pool. The City's investments with Local Agency Investment Fund (LAIF) at June 30, 2025 included a portion of the pooled funds invested in Structured Notes and Assets-Backed Securities. These investments included the following:

Structured Notes are debt securities (other than asset-backed securities) whose cash flow characteristics (coupon rate, redemption amount, or stated maturity) depend upon one or more indices and/or that have embedded forwards or options.

Asset-Backed Securities, the bulk of which are mortgage-backed securities, entitle their purchasers to receive a share of the cash flows from a pool of assets such as principal and interest repayments from a pool of mortgages (such as CMO's) or credit card receivables.

California Local Agency Investment Fund (LAIF) – The City is a participant in LAIF, which is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. As of June 30, 2025, the City had \$59,940,157 invested in LAIF, which had invested 2.02% of the pool investment funds in Structured Notes and Medium-term Asset-Backed Securities and 1.79% of pool investment funds in Short-term Asset-Backed Commercial Paper. LAIF determines fair value on its investment portfolio based on market quotations for those securities where market quotations are readily available and based on amortized cost or best estimate for those securities where market value is not readily available. LAIF is reported at amortized cost, which approximates fair value.

The fair value of the City's position in the LAIF pool is the same as the value of the pool shares.

The Pooled Money Investment Board provides oversight to the State Treasurer's pooled investment program. The purpose of the board is to design and administer an effective cash management and investment program, using all monies flowing through the State Treasurer's Office bank accounts and keeping all available funds invested in a manner consistent with the goals of safety, liquidity, and yield. The Pooled Money Investment Board is comprised of the State Treasurer as chair, the State Controller, and the Director of Finance. The investment program is not registered with the Securities and Exchange Commission as an investment company.

The State Treasurer's Office reports its investments at fair value. The fair value of securities in the State Treasurer's pooled investment program generally is based on quoted market prices. The value of the deposits in the State Treasurer's pooled investment program, including the Local Agency Investment Fund, is equal to the dollars deposited in the program.

Certain funds have elected to participate in the pooled investment program even though they have the authority to make their own investments. Others may be required by legislation to participate in the program; as a result, the deposits of these funds or accounts may be considered involuntary. However, these funds or accounts are part of the State's reporting entity. The remaining participation in the pool, the Local Agency Investment Fund, is voluntary.

B. Property Taxes

Secured property taxes become a lien on the property as of January 1 and are levied in two equal installments: the first due November 1 and delinquent on December 11, and the second due February 1 and delinquent April 11. Property taxes on unsecured property are due on the lien date of March 1 and become delinquent on September 1. The County of Fresno is responsible for the assessment, collection and apportionment for all jurisdictions within the County, including the City.

CITY OF CLOVIS
Notes to Financial Statements
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

C. Receivables

Receivables as of June 30, 2025 for the City's individual major funds and non-major, internal service, and fiduciary funds in the aggregate, are as follows:

	General	Local Transportation	Nonmajor Funds	Total Governmental Funds	Internal Service Funds	Fiduciary Funds
Interest	\$ 49,298	\$ 167,568	\$ 38,095	\$ 254,962	\$ 194,134	\$ 1,133
Taxes	927,425		6,104	933,529		1,319
Loans		8,227	4,775,309	4,783,536	47,148	
Accounts	3,355,714	183,998		3,539,713	142,825	
Leases					66,905	
	<u>\$ 4,332,437</u>	<u>\$ 359,794</u>	<u>\$ 4,819,509</u>	<u>\$ 9,511,740</u>	<u>\$ 451,012</u>	<u>\$ 2,452</u>

	Community Sanitation	Sewer Disposal	Water	Planning & Development Services	Transit	Total Proprietary Funds
Interest	\$ 33,745	\$ 89,118	\$ 137,711	\$ 34,431	\$ 24,845	\$ 319,850
Loans		33,736	326,325			360,061
Accounts	4,962,944	3,110,693	4,073,864	31,694	8,226	12,187,421
Leases		654,328	692,381			1,346,709
	<u>\$ 4,996,689</u>	<u>\$ 3,887,875</u>	<u>\$ 5,230,281</u>	<u>\$ 66,125</u>	<u>\$ 33,071</u>	<u>\$ 14,214,041</u>

Lease receivables consists of agreements with cellular network companies and Pacific Gas & Electric for the right to use land at various locations throughout the City. The terms of these arrangements range from 6 to 23 years and the interest rate on these is calculated at the City's fiscal year 2024 borrowing rate of 3.032%. This is the All-in True Interest Cost rate derived from the City's most recent bond issuance from fiscal year 2024. The City records any outstanding annual lease income as a deferred inflow on the government-wide financial statements.

The annual payments to be received for the lease receivables outstanding at June 30, 2025, are as follows:

Year ending June 30,	Lease Receivables		Total
	Principal	Interest	
2026	\$ 135,230	\$ 34,987	\$ 170,217
2027	72,797	31,640	104,437
2028	77,492	29,838	107,330
2029	87,236	27,920	115,156
2030	41,541	25,761	67,302
2031-2035	272,868	111,398	384,266
2036-2040	402,955	71,378	474,333
2041-2043	323,495	16,237	339,732
Total	<u>\$ 1,413,614</u>	<u>\$ 349,159</u>	<u>\$ 1,762,773</u>

CITY OF CLOVIS
Notes to Financial Statements
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

D. Interfund Receivables, Payables and Transfers

Intrafund balances for the purpose of the government-wide financial statements have been eliminated. The composition of interfund balances in the fund level statements for the year ended June 30, 2025, is as follows:

Interfund transfers:

Transfers In	Transfers Out	Purpose	Amount
Community Sanitation Fund	Nonmajor Governmental Fund	Development capital cost	\$ 150,000
Nonmajor Governmental Fund	Local Transportation Fund	Capital projects	29,000
Nonmajor Governmental Fund	General Fund	Affordable home projects	1,000,000
Nonmajor Governmental Fund	Internal Service Fund	Asset transfer	163,000
Internal Service Fund	General Fund	Capital projects	125,000
Planning & Development Services Fund	General Fund	Operating costs	350,000
	Total transfers		<u><u>\$ 1,817,000</u></u>

Interfund receivables/payables:

Advances To	Advances From	Purpose	Total Amount
Internal Service Fund	Water Fund	Advance for capital project	\$ 5,250,000

Year ending June 30,	Advances		Total
	Principal	Interest	
2026	750,000		750,000
2027	750,000		750,000
2028	750,000		750,000
2029	750,000		750,000
2030	750,000		750,000
2031-2032	1,500,000		1,500,000
Total	<u><u>\$ 5,250,000</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 5,250,000</u></u>

CITY OF CLOVIS
Notes to Financial Statements
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

E. Capital Assets and Intangible Assets

Summary of changes in capital and intangible assets for the year ended June 30, 2025 was as follows:

	Beginning Balance	Additions	Retirements/ Adjustments	Ending Balance
Government activities:				
Capital assets, not being depreciated:				
Land	\$ 297,987,318	\$ 23,905,671	\$ 7,900	\$ 321,900,889
Capital assets, being depreciated:				
Buildings and improvements	177,427,317	2,728,239	(7,900)	180,147,656
Direct borrowing buildings	17,879,458	399,160		18,278,618
Machinery and equipment	58,482,619	3,385,502	(1,736,680)	60,131,441
Direct borrowing equipment	8,458,716	225,984		8,684,700
Road network	471,940,830	25,143,496		497,084,326
Total capital assets being depreciated	734,188,940	31,882,381	(1,744,580)	764,326,741
Less accumulated depreciation for				
Buildings and improvements	(61,343,529)	(4,615,656)		(65,959,185)
Direct borrowing buildings	(7,837,924)	(748,190)		(8,586,114)
Machinery and equipment	(40,042,617)	(3,216,707)	1,639,980	(41,619,344)
Direct borrowing equipment	(6,114,924)	(564,508)		(6,679,432)
Road network	(185,402,114)	(13,015,558)		(198,417,672)
Total accumulated depreciation	(300,741,108)	(22,160,619)	1,639,980	(321,261,747)
Total capital assets, being depreciated, net	433,447,832	9,721,762	(104,600)	443,064,994
Intangible assets, being amortized:				
Software	102,380			102,380
Subscription assets	1,685,838	3,508,382		5,194,220
Lease assets	682,237	625,144		1,307,381
Total intangible assets being amortized	2,470,455	4,133,526		6,603,981
Less accumulated amortization for				
Software	(30,714)	(20,475)		(51,189)
Subscription assets	(337,919)	(1,149,405)		(1,487,324)
Lease assets	(48,731)	(168,390)		(217,121)
Total accumulated amortization	(417,364)	(1,338,270)		(1,755,634)
Total intangible assets, being amortized, net	2,053,091	2,795,256		4,848,347
Governmental activities capital assets, net	\$ 733,488,241	\$ 36,422,689	\$ (96,700)	\$ 769,814,230

CITY OF CLOVIS
Notes to Financial Statements
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

	Beginning Balance	Additions	Retirements	Ending Balance
Business-type activities:				
Capital assets, not being depreciated:				
Land	\$ 40,776,635			\$ 40,776,635
Capital assets, being depreciated:				
Buildings and improvements	331,892,070	\$ 7,958,984		339,851,054
Machinery and equipment	14,835,259	765,295		15,600,554
Total capital assets being depreciated	346,727,329	8,724,279		355,451,608
Less accumulated depreciation for				
Buildings and improvements	(120,718,683)	(7,200,115)		(127,918,798)
Machinery and equipment	(10,088,595)	(1,002,647)		(11,091,242)
Total accumulated depreciation	(130,807,278)	(8,202,762)		(139,010,040)
Total capital assets, being depreciated, net	215,920,051	521,517		216,441,568
Intangible assets, being amortized:				
Water and sewer rights	58,932,424	2,226,011		61,158,435
Subscription assets	316,673			316,673
Total intangible assets being amortized	59,249,097	2,226,011		61,475,108
Less accumulated amortization for				
Water and sewer rights	(28,608,107)	(1,675,568)		(30,283,675)
Subscription assets	(154,862)	(103,241)		(258,103)
Total accumulated amortization	(28,762,969)	(1,778,809)		(30,541,778)
Total intangible assets being amortized, net	30,486,128	447,202		30,933,330
Business-type activities capital assets, net	\$ 287,182,814	\$ 968,719	\$ 0	\$ 288,151,533

CITY OF CLOVIS
Notes to Financial Statements
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

Depreciation/amortization expense was charged to functions as follows:

Governmental activities depreciation/amortization:

General government	\$ 685,645
Public safety	165,309
Transportation	13,091,729
Community Development	58,506
Cultural and recreation	1,299,328
Capital assets held by the government's internal service funds are charged to the various functions based on their usage of the asset	<u>8,198,372</u>

Total governmental activities depreciation/amortization expense	<u><u>\$ 23,498,889</u></u>
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Business-type activities depreciation/amortization:

Community Sanitation	\$ 365,945
Sewer Disposal	5,402,635
Water	3,427,915
Planning & Development Services	12,239
Transit	<u>772,837</u>

Total business-type activities depreciation/amortization expense	<u><u>\$ 9,981,571</u></u>
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Donated assets to governmental activities consisted of \$32,448,701 of which the majority is donated to the City by developers for streets. Donated assets to business-type activities consisted of \$6,983,183, which represents sewer and water infrastructure donated by developers.

Fiduciary Funds Capital Assets

	Beginning Balance	Additions	Retirements	Ending Balance
Capital assets, not being depreciated:				
Land	<u>\$ 9,087,336</u>			<u>\$ 9,087,336</u>
Capital assets, being depreciated:				
Buildings and improvements	<u>2,687,521</u>			<u>2,687,521</u>
Total capital assets being depreciated	<u>2,687,521</u>			<u>2,687,521</u>
Less accumulated depreciation for				
Buildings and improvements	<u>(1,180,825)</u>	<u>\$ (75,563)</u>		<u>(1,256,388)</u>
Total accumulated depreciation	<u>(1,180,825)</u>	<u>(75,563)</u>		<u>(1,256,388)</u>
Total capital assets, being depreciated, net	<u>1,506,696</u>	<u>(75,563)</u>		<u>1,431,133</u>
Fiduciary funds				
capital assets, net	<u><u>\$ 10,594,032</u></u>	<u><u>\$ (75,563)</u></u>	<u><u>\$ 0</u></u>	<u><u>\$ 10,518,469</u></u>

Depreciation expense for the year ended June 30, 2025 was \$75,563.

CITY OF CLOVIS
Notes to Financial Statements
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

F. Long-Term Liabilities

Summary of changes in long-term liabilities for the year ended June 30, 2025 was as follows:

	Classification					
	Balance 7/1/2024	Additions	Reductions	Balance 6/30/2025	Due in One Year	Due in more than One Year
Governmental Activities:						
Revenue bonds	\$ 12,640,000	\$ 0	\$ (300,000)	\$ 12,340,000	\$ 310,000	\$ 12,030,000
Less deferred amounts:						
(Discounts)/premiums	528,706		(20,078)	508,628		508,628
Total bonds payable	13,168,706	0	(320,078)	12,848,628	310,000	12,538,628
Loans payable	2,775,567		(253,885)	2,521,682	327,979	2,193,703
Direct borrowings	9,077,447		(2,155,175)	6,922,272	1,903,590	5,018,682
Deposits & other liabilities	51,468,028	9,108,741	(3,930,561)	56,646,208	56,646,208	
Claims and judgments	9,213,000	6,569,273	(5,221,273)	10,561,000	2,548,000	8,013,000
Lease liability	577,017	625,144	(206,629)	995,532	262,812	732,720
Subscription liability	1,102,730	3,475,642	(1,175,128)	3,403,244	1,167,658	2,235,586
Compensated absences	5,606,190	8,792,001	(2,733,399)	11,664,792	1,609,800	10,054,992
Net pension liability	141,586,813		(760,197)	140,826,616		140,826,616
Total governmental activities	<u>\$ 234,575,498</u>	<u>\$ 28,570,801</u>	<u>\$ (16,756,325)</u>	<u>\$ 246,389,974</u>	<u>\$ 64,776,047</u>	<u>\$ 181,613,927</u>
	Classification					
	Balance 7/1/2024	Additions	Reductions	Balance 6/30/2025	Due in One Year	Due in more than One Year
Business-Type Activities:						
Revenue bonds	\$ 79,260,000	\$ 0	\$ (5,950,000)	\$ 73,310,000	\$ 7,110,000	\$ 66,200,000
Less deferred amounts:						
(Discounts)/premiums	8,154,061		(703,545)	7,450,516		7,450,516
Total bonds payable	87,414,061	0	(6,653,545)	80,760,516	7,110,000	73,650,516
Landfill closure	5,700,540	385,300		6,085,840		6,085,840
Compensated absences	1,682,340	3,270,679	(1,303,003)	3,650,016	503,800	3,146,216
Subscription liability	117,070		(107,860)	9,210	4,441	4,769
Deposits & other liabilities	7,133,839	2,284,670	(2,889,487)	6,529,022	6,529,022	
Net pension liability	38,537,730		(731,161)	37,806,569		37,806,569
Total business-type activities	<u>\$ 140,585,580</u>	<u>\$ 5,940,649</u>	<u>\$ (11,685,056)</u>	<u>\$ 134,841,173</u>	<u>\$ 14,147,263</u>	<u>\$ 120,693,910</u>

Internal service funds predominantly serve the governmental funds. Accordingly, long-term liabilities for them are included as part of the above totals for governmental activities. At year end \$890,419 of internal service funds compensated absences are included in the above amounts. Included in deposits and other liabilities in governmental activities are \$55,140,666 in developer funded deposits related to streets and \$1,505,542 in miscellaneous deposits. Business-type activities include utility customer deposits of \$2,107,135 and miscellaneous deposits and other liabilities of \$4,421,887. For the governmental activities, accrued compensated absences are generally liquidated by the general fund. In addition, in prior years the employee benefit fund has been used to liquidate pension liabilities.

CITY OF CLOVIS
Notes to Financial Statements
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

Governmental Activities Long-Term Debt

1. Revenue Bonds

The City issues revenue bonds to provide funds for the acquisition and construction of major capital facilities. The current bond outstanding has a maturity of 30 years.

Revenue bonds at June 30, 2025, consisted of the following:

	Original Borrowing	Interest Rates	Final Maturity	Outstanding at Year-end
Governmental Activities				
2021 landmark square	\$ 13,355,000	2.50%-4.00%	2051	\$ 12,340,000
Total revenue bonds				\$ 12,340,000

	Balance 7/1/2024	Additions	Reductions	Balance 6/30/2025	Classification	
					Due in One Year	Due in more than One Year
2021 landmark square	\$ 12,640,000	\$ 0	\$ (300,000)	\$ 12,340,000	\$ 310,000	\$ 12,030,000
Total revenue bonds	\$ 12,640,000	\$ 0	\$ (300,000)	\$ 12,340,000	\$ 310,000	\$ 12,030,000

The annual debt service requirements for the revenue bonds outstanding at June 30, 2025, are as follows:

Year ending June 30,	Revenue Bonds		Total
	Principal	Interest	
2026	\$ 310,000	\$ 342,500	\$ 652,500
2027	325,000	329,797	654,797
2028	335,000	316,600	651,600
2029	350,000	302,900	652,900
2030	365,000	288,600	653,600
2031-2035	2,045,000	1,224,700	3,269,700
2036-2040	2,345,000	918,326	3,263,326
2041-2045	2,640,000	618,689	3,258,689
2046-2050	2,980,000	270,376	3,250,376
2051	645,000	8,062	653,062
Total	\$ 12,340,000	\$ 4,620,550	\$ 16,960,550

CITY OF CLOVIS
Notes to Financial Statements
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

2. Loans Payable

The City issues loans to provide funds for improvements at various City buildings. The loans have maturities ranging from 6 to 16 years. Loans payable at June 30, 2025, are as follows:

	Original Borrowing	Interest Rates	Final Maturity	Outstanding at Year-end
Governmental Activities				
2011 energy loan payable	\$ 466,715	3.00%	2026	\$ 83,691
2019 energy loan payable	1,741,854	1.00%	2035	1,189,957
2020 energy loan payable	157,550	0.00%	2030	75,349
2020 energy loan payable	195,011	0.00%	2026	41,055
2024 energy loan payable	1,131,630	1.00%	2037	1,131,630
Total loans payable				<u>\$ 2,521,682</u>

The annual debt service requirements for the loans payable outstanding at June 30, 2025, are as follows:

Governmental Activities

Year ending June 30,	Loans Payable		
	Principal	Interest	Total
2026	\$ 327,979	\$ 35,613	\$ 363,592
2027	236,760	20,724	257,484
2028	228,552	18,668	247,220
2029	230,728	16,491	247,219
2030	226,025	14,343	240,368
2031-2035	1,115,140	38,760	1,153,900
2036-2037	156,498	1,657	158,155
Total	<u>\$ 2,521,682</u>	<u>\$ 146,256</u>	<u>\$ 2,667,938</u>

The following is an analysis of the assets acquired with the proceeds as of June 30, 2025:

Buildings and improvements	\$ 3,521,408
Less accumulated depreciation	<u>(1,134,604)</u>
Total	<u>\$ 2,386,804</u>

CITY OF CLOVIS
Notes to Financial Statements
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

3. Notes from Direct Borrowings

The City issues notes from direct borrowings to provide funds for the acquisition of public safety vehicles and governmental buildings. The maturity dates may range from 9 to 21 years. The City also recognizes an intangible right to use direct borrowing assets. The City recognizes right to use direct borrowings with an initial, individual value of \$10,000 or more.

Notes from direct borrowings at June 30, 2025, are as follows:

	Original Borrowing	Interest Rates	Final Maturity	Outstanding at Year-end
Governmental Activities				
2014 corp yard	\$ 14,377,528	3.10%	2027	\$ 2,464,119
2011 solar project	2,454,100	4.95%	2031	1,000,117
2013 animal shelter	3,000,000	4.00%	2034	1,409,146
2015 PD/fire comm tower	1,810,000	2.35%	2026	100,876
2015 solar project	2,000,000	3.48%	2035	1,219,413
2016 safety vehicles	1,460,000	1.00%-3.00%	2026	48,733
2021 safety vehicles	2,340,000	1.71%	2030	679,868
Total direct borrowings				<u>\$ 6,922,272</u>

The debt service requirements for the City notes from direct borrowings are as follows:

Year ending June 30,	Direct Borrowings		Total
	Principal	Interest	
2026	\$ 1,903,590	\$ 224,134	\$ 2,127,724
2027	1,811,856	164,529	1,976,385
2028	581,248	114,917	696,165
2029	602,604	93,559	696,163
2030	624,829	71,334	696,163
2031-2035	1,329,517	111,712	1,441,229
2036	68,628	1,194	69,822
Total	<u>\$ 6,922,272</u>	<u>\$ 781,379</u>	<u>\$ 7,703,651</u>

The following is an analysis of the land, structures, and equipment of the direct borrowings as of June 30, 2025:

Land, structures and equipment	\$ 2,057,359
Less accumulated depreciation	<u>(977,246)</u>
Total	<u>\$ 1,080,113</u>

CITY OF CLOVIS
Notes to Financial Statements
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

Business-Type Activities Long-Term Debt

1. Revenue Bonds

The City issues revenue bonds to provide funds for the acquisition and construction of major capital facilities. The revenue bonds have maturities of 14-20 years.

Revenue bonds at June 30, 2025, consisted of the following:

	Original Borrowing	Interest Rates	Final Maturity	Outstanding at Year-end
Business-Type Activities:				
2013 wastewater revenue refunding bonds	\$ 12,500,000	2.00%-5.00%	2028	\$ 6,480,000
2015 wastewater revenue refunding bonds	21,600,000	2.00%-3.75%	2035	19,200,000
2017 wastewater revenue refunding bonds	50,710,000	2.00%-5.00%	2038	39,670,000
2024 water revenue refunding bonds	12,710,000	2.00%-4.25%	2028	<u>7,960,000</u>
Total revenue bonds				<u><u>\$ 73,310,000</u></u>

The annual debt service requirements for the revenue bonds outstanding at June 30, 2025, are as follows:

Business-Type Activities:

Year ending June 30,	Revenue Bonds		Total
	Principal	Interest	
2026	\$ 7,110,000	\$ 3,391,431	\$ 10,501,431
2027	7,475,000	3,035,256	10,510,256
2028	7,840,000	2,657,188	10,497,188
2029	5,330,000	2,257,188	7,587,188
2030	3,580,000	2,031,075	5,611,075
2031-2035	20,715,000	7,341,144	28,056,144
2036-2039	<u>21,260,000</u>	<u>2,194,941</u>	<u>23,454,941</u>
Total	<u><u>\$ 73,310,000</u></u>	<u><u>\$ 22,908,223</u></u>	<u><u>\$ 96,218,223</u></u>

The following is an analysis of the improvements made with the proceeds of these bonds as of June 30, 2025:

Land, structures and equipment	\$ 140,291,752
Less accumulated depreciation	<u>(60,071,728)</u>
Total	<u><u>\$ 80,220,024</u></u>

CITY OF CLOVIS
Notes to Financial Statements
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

2013 Wastewater Revenue Refunding Bonds

In July 2013, The City issued wastewater revenue refunding bonds in the amount of \$12,500,000. The net proceeds of \$12,698,281 (after the original issue premium of \$596,726 and payment of \$398,445 in underwriting fees, insurance, and other issuance costs) from the bonds were used to refund the \$13,745,000 aggregate principal amount outstanding on the City's 1998 wastewater bonds. The aggregate debt service payments of the new debt are \$2,519,935 less than the old debt. The bonds have interest rates varying from 2.00% to 5.00% and the final payment is scheduled for August 2028. The issuance of the new debt and refunding of the old debt resulted in an economic gain (the difference between the net present value of the old debt and new debt service payments) of approximately \$644,000. The wastewater revenue refunding bonds contain an acceleration clause that allows the bondholders to accelerate payment of the entire principal amount to become immediately due if default in payment occurs.

2015 Wastewater Revenue Refunding Bonds

In August 2015, The City refinanced the 2005 wastewater revenue bonds and issued 2015 wastewater revenue bonds in the amount of \$21,600,000. The net proceeds of \$22,881,723 (after the original issue premium of \$1,652,032 and payment of \$370,309 in underwriting fees, insurance, and other issuance costs) from the bonds were used to refund the \$24,885,000 aggregate principal amount outstanding on the City's 2005 wastewater bonds. The aggregate debt service payments of the new debt are \$10,852,200 less than the old debt. The bonds have interest rates varying from 2.0% to 3.75% and the final payment is scheduled for August 2035. The issuance of the new debt and refunding of the old debt resulted in an economic gain (the difference between the net present value of the old debt and new debt service payments) of approximately \$4,410,265. The wastewater revenue bonds contain an acceleration clause that allows the bondholders to accelerate payment of the entire principal amount to become immediately due if default in payment occurs.

2017 Wastewater Revenue Refunding Bonds

In August 2017, The City refinanced the 2007 wastewater revenue bonds and issued 2017 wastewater revenue bonds in the amount of \$50,710,000. The net proceeds of \$59,836,790 (after the original issue premium of \$9,687,427 and payment of \$560,637 in underwriting fees, insurance, and other issuance costs) from the bonds were used to refund the \$59,620,000 aggregate principal amount outstanding on the City's 2007 wastewater bonds. The aggregate debt service payments of the new debt are \$18,669,931 less than the old debt. The bonds have interest rates varying from 2.0% to 5.0% and the final payment is scheduled for August 2038. The issuance of the new debt and refunding of the old debt resulted in an economic gain (the difference between the net present value of the old debt and new debt service payments) of approximately \$8,750,978. The wastewater revenue bonds contain an acceleration clause that allows the bondholders to accelerate payment of the entire principal amount to become immediately due if default in payment occurs.

2024 Water Revenue Refunding Bond

In September 2023, The City issued water revenue refunding bonds in the amount of \$12,710,000. The net proceeds of \$13,379,188 (after the original issue premium of \$669,188 and payment of \$232,086 in underwriting fees, insurance, and other issuance costs) from the bonds were used to refund the \$31,810,000 aggregate principal amount outstanding on the City's 2014 water revenue bonds. The aggregate debt service payments of the new debt are \$30,111,596 less than the old debt. The bonds have interest rates varying from 2.0% to 5.0% and the final payment is scheduled for March 2028. The issuance of the new debt and refunding of the old debt resulted in an economic gain (the difference between the present value of the old debt and new debt service payments) of approximately \$393,000. The wastewater revenue bonds contain an acceleration clause that allows the bondholders to accelerate payment of the entire principal amount to become immediately due if default in payment occurs.

CITY OF CLOVIS
Notes to Financial Statements
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

Fiduciary Funds Long-Term Debt

1. Tax Allocation Bonds Payable

2008 Tax Allocation Bonds

The former Clovis Community Development Agency issued tax allocation bonds in the amount of \$19,100,000 in April 2008. The interest rates on the 2008 tax allocation bonds vary from 3.00% to 4.75% and the final payment is scheduled for August 2037. Bonds outstanding at January 31, 2012 were \$17,445,000 and were transferred to the Successor Agency on February 1, 2012 due to the dissolution of the Agency. The balance outstanding at June 30, 2025 is \$7,660,000 and is held in the City's Redevelopment Successor Agency Private-purpose Trust Fund.

Tax allocation bonds at June 30, 2025, consisted of the following:

	Balance 7/1/2024	Additions	Reductions	Classification		
				Balance 6/30/2025	Due in One Year	Due in more than One Year
2008 tax allocation bonds	\$ 8,620,000		\$ (960,000)	\$ 7,660,000	\$ 995,000	\$ 6,665,000
Less (discounts) on bonds	(104,247)		7,967	(96,280)		(96,280)
Total tax allocation bonds	\$ 8,515,753	\$ 0	\$ (952,033)	\$ 7,563,720	\$ 995,000	\$ 6,568,720

The annual debt service requirements for the tax allocation bonds outstanding at June 30, 2025, are as follows:

Fiduciary Activities:

Year ending June 30,	Tax Allocation Bonds		
	Principal	Interest	Total
2026	\$ 995,000	\$ 333,972	\$ 1,328,972
2027	1,050,000	286,681	1,336,681
2028	1,095,000	237,078	1,332,078
2029	1,150,000	185,163	1,335,163
2030	1,205,000	130,703	1,335,703
2031-2035	1,260,000	370,025	1,630,025
2036-2038	905,000	65,669	970,669
Total	\$ 7,660,000	\$ 1,609,291	\$ 9,269,291

CITY OF CLOVIS
Notes to Financial Statements
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

Subscription Liability

The City has entered into subscription-based information technology arrangements (SBITA) for various administrative and operational purposes. These subscriptions include services related to cloud-based software applications, data storage, and management services. Under the terms of these arrangements, the City does not take possession of the software at any time and the vendor provides ongoing services for the software's operation. The subscription periods vary, with initial non-cancellable terms ranging from 2 to 5 years. The calculated interest rate used was 3.032%.

As of June 30, 2025, the capitalized right-to-use assets related to SBITA was \$3,765,466 and the total subscription liability was \$3,412,454, of which \$1,172,099 is classified as current liability representing the portion due within the next fiscal year. The City recognized \$49,007 of interest expense related to these arrangements.

SBITAs at June 30, 2025, consisted of the following:

				Balance 6/30/2025	Classification	
	Balance 7/1/2024	Additions	Reductions		Due in One Year	Due in more than One Year
Governmental Activities						
VM Ware	\$ 58,344		\$ (58,344)			
ESRI	200,525		(99,037)	\$ 101,488	\$ 101,488	
Microsoft 365	821,769		(405,862)	415,907	415,907	
Cartograph	22,092		(10,911)	11,181	11,181	
Axon		\$ 2,391,506	(504,006)	1,887,500	471,875	\$ 1,415,625
Brinc Drone		1,084,136	(96,968)	987,168	167,207	819,961
Total SBITAs	\$ 1,102,730	\$ 3,475,642	\$ (1,175,128)	\$ 3,403,244	\$ 1,167,658	\$ 2,235,586

				Balance 6/30/2025	Classification	
	Balance 7/1/2024	Additions	Reductions		Due in One Year	Due in more than One Year
Business-Type Activities						
Passio Tech	\$ 38,217		\$ (38,217)			
Remix Tech	16,120		(16,120)			
Spare Labs	49,397		(49,397)			
Urban Trans	13,336		(4,126)	\$ 9,210	\$ 4,441	\$ 4,769
Total SBITAs	\$ 117,070	\$ 0	\$ (107,860)	\$ 9,210	\$ 4,441	\$ 4,769

Principal and interest payments to maturity are as follows:

Year ending June 30,	SBITAs		
	Principal	Interest	Total
2026	\$ 1,172,099	\$ 33,350	\$ 1,205,449
2027	741,303	23,222	764,525
2028	749,526	23,437	772,963
2029	749,526	23,437	772,963
Total	\$ 3,412,454	\$ 103,446	\$ 3,515,900

CITY OF CLOVIS
Notes to Financial Statements
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

Lease Liability

The City has entered into lease contracts to provide various administrative and operational purposes. The City has currently entered contracts with varying maturity periods ranging from 5 to 7 years. The calculated interest rate used was 3.032%.

As of June 30, 2025, the capitalized assets related to lease liabilities was \$1,090,260 and the total lease liability was \$955,532, of which \$262,812 is classified as current liability representing the portion due within the next fiscal year. The City recognized \$28,890 of interest expense related to these arrangements.

Lease liabilities at June 30, 2025, consisted of the following:

	Balance 7/1/2024	Additions	Reductions	Balance 6/30/2025	Classification	
					Due in One Year	Due in more than One Year
Governmental Activities						
ProAg - IT Building	\$ 577,017		\$ (71,581)	\$ 505,436	\$ 111,741	\$ 393,695
ProAg - Admin/Personnel		\$ 399,160	(61,962)	337,198	75,763	261,435
Cisco System Equip		225,984	(73,086)	152,898	75,308	77,590
Total leases	\$ 577,017	\$ 625,144	\$ (206,629)	\$ 995,532	\$ 262,812	\$ 732,720

Principal and interest payments to maturity are as follows:

Year ending June 30,	Leases Payable		
	Principal	Interest	Total
2026	\$ 262,812	\$ 18,768	\$ 281,580
2027	278,911	11,149	290,060
2028	211,895	5,639	217,534
2029	223,244	289	223,533
2030	18,670		18,670
Total	\$ 995,532	\$ 35,845	\$ 1,031,377

CITY OF CLOVIS
Notes to Financial Statements
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

G. Landfill Closure

The City has recorded liabilities for landfill closure, post-closure maintenance and for landfill corrective action in the Community Sanitation Fund, an enterprise fund. The State of California performs an annual analysis to determine estimated total cost of the landfill closure, post-closure care costs, total capacity and remaining life. The City's landfill closure liability, based on landfill capacity used to date, is recorded based on the information provided by their analysis. The landfill corrective action liability is based on the estimated cost of known or reasonably foreseeable corrective action that may be required at the facility.

The City is currently estimating at June 30, 2025 that the capacity of the landfill used is approximately 40%, the estimated remaining life is approximately 32 years and the estimated remaining cost to be recognized is \$24,052,961. The estimated remaining capacity is 5,966,431 cubic yards and the estimated landfill closure liability is \$6,085,840. The current estimated cost of known and/or reasonably foreseeable corrective action is \$5,108,060 and the City currently has \$1,000,000 set aside for this purpose. These estimates are based on a closure and post-closure maintenance plan and corrective action plan. The estimates have been adjusted for inflation and other factors such as technology and laws and regulations.

H. Pension Plans

General Information about the Pension Plan

Plan Description

The City contributes to the California Public Employees' Retirement System (CalPERS), an agent multiple-employer public employee defined benefit pension plan. CalPERS acts as a common investment and administrative agent for participating public entities within the State of California. Benefit provisions and all other requirements are established by state statute and City ordinance. A full description of the pension plan regarding number of employees covered, benefit provisions, assumptions (for funding, but not accounting purposes), and membership information are listed in the June 30, 2024 Annual Actuarial Valuation Report. This report and CalPERS' audited financial statements are publicly available reports that can be obtained at CalPERS' website under Forms and Publications.

Benefit Provided

CalPERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. A classic miscellaneous member becomes eligible for Service Retirement upon attainment of age 55 with at least 5 years of credited service. PEPRAs miscellaneous members become eligible for service retirement upon attainment of age 62 with at least 5 years of service. A classic safety member becomes eligible for Service Retirement upon attainment of age 50 with at least 5 years of credited service. PEPRAs safety members become eligible for service retirement upon attainment of age 57 with at least 5 years of service. The service retirement benefit is a monthly allowance equal to the product of the benefit factor, years of service, and final compensation. The final compensation is the monthly average of the member's highest 36 or 12 consecutive months' full-time equivalent monthly pay. Retirement benefits for classic miscellaneous employees are calculated as 2.7% of the average final 12 months compensation. Retirement benefits for PEPRAs miscellaneous employees are calculated as 2% of the highest average annual compensation over a three-year period. Retirement benefits for classic safety employees are calculated as 3% of the average highest 12 months compensation. Retirement benefits for PEPRAs safety employees are calculated as 2.7% of the average highest 36 months compensation.

Participants are eligible for non-industrial disability retirement if they become disabled and have at least 5 years of credited service. There is no special age requirement. The standard non-industrial disability retirement benefit is a monthly allowance equal to 1.8 percent of final compensation, multiplied by service. Industrial disability benefits are not offered to miscellaneous employees. The City provides industrial disability retirement benefits to safety employees. The industrial disability retirement benefit is a monthly allowance equal to 50 percent of highest compensation.

CITY OF CLOVIS
Notes to Financial Statements
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

An employee's beneficiary may receive the basic death benefit if the employee dies while actively employed. The employee must be actively employed with the City to be eligible for this benefit. An employee's survivor who is eligible for any other pre-retirement death benefit may choose to receive that death benefit instead of this basic death benefit. The basic death benefit is a lump sum in the amount of the employee's accumulated contributions, where interest is currently credited at 7.375 percent per year, plus a lump sum in the amount of one month's salary for each completed year of current service, up to a maximum of six months' salary. For purposes of this benefit, one month's salary is defined as the member's average monthly full-time rate of compensation during the 12 months preceding death.

Benefit terms provide for annual cost-of-living adjustments to each employee's retirement allowance. Beginning the second calendar year after the year of retirement, retirement and survivor allowances will be annually adjusted by 2 percent applied to the original retirement allowance.

Employees Covered by Benefit Terms

At June 30, 2024, the measurement date, the following employees were covered by the benefit terms:

Employee information

	Plans	
	Miscellaneous	Safety
Active employees	556	178
Transferred and terminated employees	843	77
Retired Employees and Beneficiaries	372	210
Total	1,771	465

Contributions

For the measurement period ended June 30, 2024, contributions were as follows:

	Miscellaneous	Safety	Aggregate Total
Contributions - employer	\$ 7,039,387	\$ 10,445,123	\$ 17,484,510

Section 20814(c) of the California Public Employees' Retirement Law ("PERL") requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS' annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

Actuarial Methods and Assumptions Used to Determine Total Pension Liability

For the measurement period ended June 30, 2024, the total pension liability was determined by rolling forward the June 30, 2023 total pension liability. The June 30, 2024 total pension liability was based on the following actuarial methods and assumptions:

CITY OF CLOVIS
Notes to Financial Statements
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

Actuarial Methods and Assumptions Used to Determine Total Pension Liability

Actuarial Cost Method	Entry Age Normal
Actuarial Assumptions:	
Discount Rate	6.90%
Inflation	2.30%
Salary Increases	Varies by Entry Age and Service
Investment Rate of Return	6.80% Net of Pension Plan Investment and Administrative Expenses; includes Inflation
Mortality Rate Table	Derived using CalPERS' Membership Data for all Funds
Post Retirement Benefit Increase	Contract COLA up to 2.3% until Purchasing Power Protection Allowance Floor on Purchasing Power applies, 2.30% thereafter

The Experience Study report can be obtained at CalPERS' website under Forms and Publications.

Discount Rate

In Fiscal Year 2021-22, the discount rate was lowered from 7.15 percent to 6.90 percent. The last adjustment to the discount rate was in fiscal year 2016-17 when it was lowered from 7.65 percent to 7.15 percent in fiscal year. The funding discount rate includes a 15 basis-point reduction for administrative expenses, and the remaining decrease is consistent with the change in the financial reporting discount rate.

Long-term Expected Real Rates of Return by Asset Class

The table below reflects long-term expected real rates of return by asset class. The rates of return were calculated using the capital market assumptions applied to determine the discount rate and asset allocation. These geometric rates of return are net of administrative expenses.

Asset Class ¹	Assumed Asset Allocation	Real Return ^{2 3}
Global Equity Cap-weighted	30.00%	4.54%
Global Equity Non-Cap-weighted	12.00%	3.84%
Private Equity	13.00%	7.28%
Treasury	5.00%	0.27%
Mortgage-backed Securities	5.00%	0.50%
Investment Grade Corporates	10.00%	1.56%
High Yields	5.00%	2.27%
Emerging Market Debt	5.00%	2.48%

¹ In the Basic Financial Statements, Fixed Income is included in Global Debt Securities; Liquidity is included in Short-Term Investments; Inflation Assets are included in both Global Equity Securities and Global Debt Securities.

² An expected inflation of 2.30% used for this period.

³ Figures are based on the 2021-22 Asset Liability Management study.

Pension Expense

The Net Pension Expense for the year ended June 30, 2025 is itemized as follows:

	Net Pension Expense
Miscellaneous Plan	\$ 2,268,089
Safety Plan	2,659,410
	<u>\$ 4,927,499</u>

CITY OF CLOVIS
Notes to Financial Statements
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

Changes in the Net Pension Liability

The following table shows the changes in net pension liability recognized over the measurement period.

Miscellaneous Plan

		Increase (Decrease)	
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability/(Asset)
Balance at June 30, 2023 (Valuation Date)	\$ 276,691,313	\$ 199,909,188	\$ 76,782,125
Changes Recognized for the Measurement Period:			
Service Cost	7,191,410		7,191,410
Interest on the total pension liability	19,255,796		19,255,796
Differences between expected and actual experience	4,710,916		4,710,916
Plan to plan resource movement		9,215	(9,215)
Contributions from the employer		7,039,387	(7,039,387)
Contributions from employees		6,336,091	(6,336,091)
Net investment income		19,369,869	(19,369,869)
Benefit payments, including refunds of employee contributions	(11,856,867)	(11,856,867)	
Administrative expense		(162,667)	162,667
Net Changes during July 1, 2023 to June 30, 2024	\$ 19,301,255	\$ 20,735,028	\$ (1,433,773)
Balance at June 30, 2024 (Measurement Date)	\$ 295,992,568	\$ 220,644,216	\$ 75,348,352

Safety Plan

		Increase (Decrease)	
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability/(Asset)
Balance at June 30, 2023 (Valuation Date)	\$ 290,146,238	\$ 186,803,820	\$ 103,342,418
Changes Recognized for the Measurement Period:			
Service Cost	7,450,878		7,450,878
Interest on the total pension liability	20,185,373		20,185,373
Differences between expected and actual experience	5,443,191		5,443,191
Plan to plan resource movement		(9,215)	9,215
Contributions from the employer		10,445,123	(10,445,123)
Contributions from employees		4,574,908	(4,574,908)
Net investment income		18,278,214	(18,278,214)
Benefit payments, including refunds of employee contributions	(13,546,435)	(13,546,435)	
Administrative expense		(152,003)	152,003
Net Changes during July 1, 2023 to June 30, 2024	\$ 19,533,007	\$ 19,590,592	\$ (57,585)
Balance at June 30, 2024 (Measurement Date)	\$ 309,679,245	\$ 206,394,412	\$ 103,284,833

CITY OF CLOVIS
Notes to Financial Statements
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the Plan as of the measurement date, calculated using the discount rate of 6.90 percent, as well as what the net pension liability would be if it were calculated using a discount rate that is 1 percentage-point lower (5.90 percent) or 1 percentage-point higher (7.90 percent) than the current rate:

	Plan's Net Pension Liability/(Asset)		
	Discount Rate - 1% (5.9%)	Current Discount Rate (6.90%)	Discount Rate + 1% (7.90%)
Miscellaneous Plan	\$ 116,132,797	\$ 75,348,352	\$ 41,719,451
Safety Plan	\$ 146,568,192	\$ 103,284,833	\$ 67,788,246
Aggretate Total	\$ 262,700,989	\$ 178,633,185	\$ 109,507,697

Pension Plan Fiduciary Net Position

Detailed information about the plan's fiduciary net position is available in the separately issued CalPERS financial report.

Deferred Outflows and Deferred Inflows of Resources Related to Pensions

Deferred Outflows of Resources

	Deferred employer pension contributions made after measurement date	Changes in assumptions	Investment earnings less than expected earnings	Differences between actual versus expected experience	Total pension-related deferred outflows
Miscellaneous Plan	\$ 8,038,581	\$ 1,476,890	\$ 2,881,100	\$ 3,760,259	\$ 16,156,830
Safety Plan	11,650,569	4,021,763	2,610,303	6,172,221	24,454,856
Total	\$ 19,689,150	\$ 5,498,653	\$ 5,491,403	\$ 9,932,480	\$ 40,611,686

The City reported \$8,038,581 and \$11,650,569 as deferred outflows of resources related to contributions for the miscellaneous and safety plan, respectively, subsequent to the measurement date that will be recognized as a reduction of the net pension liability in the year ending June 30, 2025.

Deferred Inflows of Resources

	Changes in assumptions	Investment earnings less than expected earnings	Differences between actual versus expected experience	Total pension-related deferred inflows
Miscellaneous Plan	\$ 0	\$ 0	\$ (327,929)	\$ (327,929)
Safety Plan			(1,299,313)	(1,299,313)
Total	\$ 0	\$ 0	\$ (1,627,242)	\$ (1,627,242)

CITY OF CLOVIS
Notes to Financial Statements
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

Amortization of Deferred Outflows/(Inflows) of Resources

Other amounts reported as deferred outflows and deferred inflows of resources related to pensions will be recognized in future pension expense as follows:

Measurement Period Ended June 30	Deferred Outflows/(Inflows) of Resources	
	Miscellaneous Plan	Safety Plan
2025	\$ 2,496,861	\$ 2,985,024
2026	6,378,356	7,738,616
2027	23,500	851,218
2028	(1,108,397)	(69,883)
	<u>\$ 7,790,320</u>	<u>\$ 11,504,975</u>

Payable to Pension Plan

At June 30, 2025, the City reported a payable of \$0 for the outstanding amount of contributions to the pension plan required for the year ended June 30, 2025.

I. Tax Abatements

The City has not entered into any tax abatement agreements as of June 30, 2025. However, the County of Fresno (County) has provided certain tax abatements that affect the property tax revenues of the City.

The County provides property tax abatements through the California Land Conservation (Williamson) Act of 1965. The program enrolls land in Williamson Act or Farmland Security Zone contracts within established agricultural preserves, whereby the land is restricted to agricultural or qualified recreational uses in exchange for reduced property tax assessments. The Williamson Act Program is administered according to the statute and the County's Interim Program Guidelines adopted by the County's Board of Supervisors. The County's Assessor administers the property tax reduction that parcels enrolled in the program receive. Parcels enrolled in the Williamson Act Program are assessed for property tax purposes at a rate consistent with their actual use, rather than the market value of the property. The minimum contract term for the Williamson Act is ten years and for the Farmland Security Zone is twenty years. Both the Williamson Act and the Farmland Security Zone contracts automatically renew until a notice of non-renewal or a certificate of cancellation is recorded. Under the non-renewal process, the annual tax assessment gradually increases over a defined period until the assessment reflects the market value of the property. Under the cancellation process, a one-time cancellation fee is assessed based upon a certain percentage of the unrestricted, current fair market value of the property.

For the fiscal year ended June 30, 2025, the County's Williamson Act Program tax abatements were \$72,498,713. The City's affected portion of property tax revenues (approx. 1.9%) is, therefore, \$1,377,476.

V. Other Information

A. Self Insurance

The City is self-insured for general liability, automobile liability, workers' compensation, group dental and group vision programs. The City is responsible for all claims up to \$5,000 per occurrence for automobile liability, \$5,000 per occurrence for property, \$250,000 per occurrence for workers' compensation, and \$100,000 per occurrence on general liability. The dental and vision programs have no individual per occurrence stop-loss and no aggregate annual stop-loss. Excess insurance for all amounts in excess of the self-insured retention in the workers' compensation program is purchased from Local Agency Workers' Compensation Excess JPA (LAWCX). Consistent with the LAWCX Memorandum of Coverage, LAWCX provides coverage for the City above its self-insured retention of \$250,000 up to \$5,000,000. LAWCX purchases excess insurance which covers the pool for losses from \$5,000,000 to statutory limits.

CITY OF CLOVIS
Notes to Financial Statements
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

The City is a member of the Central San Joaquin Valley Risk Management Authority (RMA) for the purpose of pooling general liability coverage under a retrospectively rated Memorandum of Coverage. Deposit premiums to the RMA are based on actuarially determined claims costs, including incurred but not reported claims, and expenses. Premiums are accrued based on the ultimate cost determined by the experience to date of the pool's member cities. The risk pool covers the City above its self-insured retention of \$100,000 up to \$1,000,000. The Authority purchases excess insurance which covers the pool for losses from \$1,000,001 to \$34,500,000. Pool Members may receive rebates when declared by RMA or, in the event excess liability claims against RMA exceed available resources, may be required to make additional contributions through a retrospective adjustment process.

The City accounts for the self-insurance programs in the Self-Insurance Fund and Employee Benefits Fund, both internal service funds. Charges to user departments are reported as interfund transactions.

Incurred but not reported claims have been accrued as a liability for the workers' compensation and dental programs as required in the amount of \$4,520,590 based on previous claims experience and actuarial studies.

There were no reductions in insurance coverage from the prior year and there were no settlements that exceeded insurance coverage for the past three fiscal years. Following is a reconciliation of the changes in the City's aggregate liabilities for claims for the current and prior fiscal year:

	Workers' Compensation	Dental	Total
Balance, 06/30/23	\$ 8,375,000	\$ 48,000	\$ 8,423,000
Claims provision	4,652,367	431,698	5,084,065
Claims paid	(3,862,367)	(431,698)	(4,294,065)
Balance, 06/30/24	9,165,000	48,000	9,213,000
Claims provision	5,680,431	888,842	6,569,273
Claims paid	(4,332,431)	(888,842)	(5,221,273)
Balance, 06/30/25	<u>\$ 10,513,000</u>	<u>\$ 48,000</u>	<u>\$ 10,561,000</u>

B. Deferred Compensation

The City has established a deferred compensation plan in accordance with Internal Revenue Code Section 457. The plan, available to all full time employees, permits them to defer a portion of their salary until future years. Participation in the plan is optional. The deferred compensation is not available to employees until termination, retirement, death or unforeseeable emergency. All amounts deferred under the plan and all income attributable to those amounts are solely the property and rights of the plan participants.

Semi-monthly the City forwards all contributions to the plan administrator, the ICMA Retirement Corporation. Plan participants may choose from investment options which are managed by the plan trustee. The City has no liability for losses under the plan. As of January 1, 1998 ICMA Retirement Corporation amended the agreement with the City to comply with IRC Section 457 regulations. The assets and related liabilities are not reported on the City's financial statements in accordance with Governmental Accounting Standards Board Statement No. 32 - "Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans."

CITY OF CLOVIS
Notes to Financial Statements
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

C. Postretirement Benefits

The City allows its retirees who retire under provisions of a regular service retirement and who have five years of service the opportunity to continue enrollment in the City's health insurance program until age 65. The retirees have the same choice of insurance plans as those of current employees. The retirees are pooled together separately from the active employee pool and pay the full cost of the insurance premiums without cost to the City.

D. Contingent Liabilities

The City participates in several federally assisted grant programs, including those from the U.S. Department of Housing and Urban Development, U.S. Department of Justice, U.S. Department of Transportation, U.S. Department of Labor, U.S. Department of Health and Human Services and the U.S. Department of Homeland Security. Receipts from these grant programs are subject to audit to determine if the monies were expended in accordance with the appropriate statutes, grant terms and regulations. The City believes no significant liabilities will result.

E. Claims and Litigation

The City is directly and indirectly involved in various suits relating principally to claims arising from construction contracts, personal injury, and property damage. In the opinion of the City Attorney and City's management, potential claims against the City resulting from such litigation, not covered by insurance, would not materially affect the basic financial statements of the City. As a result, no liability has been accrued by the City relating to these matters as of June 30, 2025.

F. Restatement of Beginning Balances

Effective for the fiscal year ended June 30, 2025, the City implemented Governmental Accounting Standards Board (GASB) Statement No. 101, Compensated Absences. This Statement establishes recognition and measurement guidance for all types of compensated absences, including vacation, sick leave, and other paid time off. As a result of implementing GASB 101, the City changed its accounting principle for compensated absences. Previously, liabilities for compensated absences were recognized only when earned and expected to be paid. Under GASB 101, liabilities are now recognized when the leave is earned and attributable to services already rendered, regardless of when payment is expected. This change resulted in a restatement of beginning net position and fund balances as follows:

Governmental Activities	
Net position at July 1, 2024, as previously stated	\$ 722,533,358
Compensated absences prior period adjustment	(5,269,230)
Net position at July 1, 2024, restated	<u>\$ 717,264,128</u>
Internal Service Funds	
Net position at July 1, 2024, as previously stated	\$ 153,297,830
Compensated absences prior period adjustment	(487,767)
Net position at July 1, 2024, restated	<u>\$ 152,810,063</u>
Business-type activities	
Net position at July 1, 2024, as previously stated	\$ 318,362,510
Compensated absences prior period adjustment	(2,038,585)
Net position at July 1, 2024, restated	<u>\$ 316,323,925</u>

REQUIRED SUPPLEMENTARY INFORMATION
Schedule of Changes in Net Pension Liability and Related Ratios

AGENDA ITEM NO. 18.

California Public Employees' Retirement System (CalPERS) - Miscellaneous Plan
Last Ten Fiscal Years

Measurement period	2023-24	2022-23	2021-22	2020-21	2019-20
Total pension liability					
Service Cost	\$ 7,191,410	\$ 6,426,053	\$ 6,190,461	\$ 5,383,091	\$ 5,253,785
Interest on the total pension liability	19,255,796	18,016,529	17,090,128	16,367,097	15,572,381
Changes of benefit terms		255,095			
Changes of assumptions			8,861,339		
Difference between expected and actual experience	4,710,916	752,648	(1,967,582)	(202,740)	1,939,655
Benefit pmts, including refunds of employee contributions	(11,856,867)	(11,294,672)	(10,665,437)	(9,884,689)	(9,261,642)
Net change in total pension liability	19,301,255	14,155,653	19,508,909	11,662,759	13,504,179
Total pension liability - beginning	276,691,313	262,535,660	243,026,751	231,363,992	217,859,813
Total pension liability - ending (a)	<u>\$ 295,992,568</u>	<u>\$ 276,691,313</u>	<u>\$ 262,535,660</u>	<u>\$ 243,026,751</u>	<u>\$ 231,363,992</u>
Plan fiduciary net position					
Contributions - employer	\$ 7,039,387	\$ 6,599,704	\$ 6,561,636	\$ 5,805,693	\$ 4,995,682
Contributions - employee	6,336,091	5,805,722	5,265,755	5,025,645	4,832,063
Net investment income	19,369,869	11,733,448	(15,397,968)	37,384,459	7,851,765
Benefit pmts, including refunds of employee contributions	(11,856,867)	(11,294,672)	(10,665,437)	(9,884,689)	(9,261,642)
Net Plan to plan resource movement	9,215				
Administrative expense	(162,667)	(137,660)	(125,562)	(163,223)	(218,790)
Other miscellaneous income/(expense) ¹					
Net change in fiduciary net position	20,735,028	12,706,542	(14,361,576)	38,167,885	8,199,078
Plan fiduciary net position - beginning ²	199,909,188	187,202,646	201,564,222	163,396,337	155,197,259
Plan fiduciary net position - ending (b)	<u>\$ 220,644,216</u>	<u>\$ 199,909,188</u>	<u>\$ 187,202,646</u>	<u>\$ 201,564,222</u>	<u>\$ 163,396,337</u>
Plan net pension liability - ending (a) - (b)	<u>\$ 75,348,352</u>	<u>\$ 76,782,125</u>	<u>\$ 75,333,014</u>	<u>\$ 41,462,529</u>	<u>\$ 67,967,655</u>
Plan fiduciary net position as a percentage of the total pension liability	<u>74.54%</u>	<u>72.25%</u>	<u>71.31%</u>	<u>82.94%</u>	<u>70.62%</u>
Covered payroll ³	<u>\$ 39,297,324</u>	<u>\$ 34,604,484</u>	<u>\$ 33,086,378</u>	<u>\$ 31,572,381</u>	<u>\$ 30,228,914</u>
Plan net pension liability as a % of covered payroll	<u>191.74%</u>	<u>221.88%</u>	<u>227.69%</u>	<u>131.33%</u>	<u>224.84%</u>

¹ During Fiscal Year 2017-18, because of Governmental Accounting Standards Board Statement (GASB) No. 75, Accounting and Financial Reporting for Postemployment Benefit Plans Other than Pensions (GASB 75), CalPERS reported its proportionate share of activity related to postemployment benefits for participation in the State of California's agent OPEB plan. Accordingly, CalPERS recorded a one-time expense because of the adoption of GASB 75. Additionally, CalPERS employees participate in various State of California agent pension plans and during Fiscal Year 2017-18, CalPERS recorded a correction to previously reported financial statements to properly reflect its proportionate share of activity related to pensions in accordance with GASB Statement No. 68, Accounting and Financial Reporting for Pensions (GASB 68).

² Includes any beginning of year adjustment

³ Includes one year's payroll growth using 2.75 percent payroll growth assumption for fiscal years ended June 30, 2018-20; 3.00 percent payroll growth assumption for fiscal years ended June 30, 2014-17.

Notes to Schedule of Changes in Net Pension Liability and Related Ratios:

Benefit Changes: The figures above include any liability impact that may have resulted from voluntary benefit changes that occurred after the June 30, 2019 valuation. However, offers of Two Years Additional Service Credit (a.k.a. Golden Handshakes) that occurred after the June 30, 2019 valuation date are not included in the figures above, unless the liability impact is deemed to be material by the plan actuary.

Changes of Assumptions: In November 2021, the inflation and administrative expense assumptions were reduced which resulted in a discount rate reduction from 7.15 percent to 6.90 percent. None in 2019 or 2020. There were no changes in the discount rate. In 2017, the discount rate was reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5 percent (net of administrative expense) to 7.65 percent (without a reduction for pension plan administrative expense). In 2014, amounts reported were based on the 7.5 percent discount rate.

REQUIRED SUPPLEMENTARY INFORMATION
Schedule of Changes in Net Pension Liability and Related Ratios

AGENDA ITEM NO. 18.

California Public Employees' Retirement System (CalPERS) - Miscellaneous Plan
Last Ten Fiscal Years

Measurement period	2018-19	2017-18	2016-17	2015-16	2014-15
Total pension liability					
Service Cost	\$ 5,057,577	\$ 4,786,244	\$ 4,581,081	\$ 4,019,807	\$ 3,839,364
Interest on the total pension liability	14,655,898	13,670,020	12,863,057	12,118,925	11,339,870
Changes of benefit terms					
Changes of assumptions		(1,271,290)	10,936,836		(2,825,475)
Difference between expected and actual experience	3,417,850	2,414,711	812,258	898,210	265,438
Benefit pmts, including refunds of employee contributions	(8,604,933)	(7,837,606)	(6,970,312)	(6,395,433)	(5,572,456)
Net change in total pension liability	14,526,392	11,762,079	22,222,920	10,641,509	7,046,741
Total pension liability - beginning	203,333,421	191,571,342	169,348,422	158,706,913	151,660,172
Total pension liability - ending (a)	<u>\$ 217,859,813</u>	<u>\$ 203,333,421</u>	<u>\$ 191,571,342</u>	<u>\$ 169,348,422</u>	<u>\$ 158,706,913</u>
Plan fiduciary net position					
Contributions - employer	\$ 4,051,371	\$ 3,326,932	\$ 3,204,896	\$ 2,918,817	\$ 3,275,626
Contributions - employee	4,994,620	4,295,547	4,080,143	4,002,625	3,097,353
Net investment income	9,653,940	11,445,035	13,602,008	705,624	2,655,292
Benefit pmts, including refunds of employee contributions	(8,604,933)	(7,837,606)	(6,970,312)	(6,395,433)	(5,572,456)
Net Plan to plan resource movement		(337)			
Administrative expense	(103,622)	(209,719)	(178,420)	(72,943)	(134,636)
Other miscellaneous income/(expense) ¹	337	(398,260)			
Net change in fiduciary net position	9,991,713	10,621,592	13,738,315	1,158,690	3,321,179
Plan fiduciary net position - beginning ²	145,205,546	134,583,954	120,845,639	119,686,949	116,365,770
Plan fiduciary net position - ending (b)	<u>\$ 155,197,259</u>	<u>\$ 145,205,546</u>	<u>\$ 134,583,954</u>	<u>\$ 120,845,639</u>	<u>\$ 119,686,949</u>
Plan net pension liability - ending (a) - (b)	<u>\$ 62,662,554</u>	<u>\$ 58,127,875</u>	<u>\$ 56,987,388</u>	<u>\$ 48,502,783</u>	<u>\$ 39,019,964</u>
Plan fiduciary net position as a percentage of the total pension liability	<u>71.24%</u>	<u>71.41%</u>	<u>70.25%</u>	<u>71.36%</u>	<u>75.41%</u>
Covered payroll ³	<u>\$ 28,646,712</u>	<u>\$ 26,661,340</u>	<u>\$ 25,396,835</u>	<u>\$ 24,405,359</u>	<u>\$ 22,815,330</u>
Plan net pension liability as a % of covered payroll	<u>218.74%</u>	<u>218.02%</u>	<u>224.39%</u>	<u>198.74%</u>	<u>171.03%</u>

¹ During Fiscal Year 2017-18, as a result of Governmental Accounting Standards Board Statement (GASB) No. 75, Accounting and Financial Reporting for Postemployment Benefit Plans Other than Pensions (GASB 75), CalPERS reported its proportionate share of activity related to postemployment benefits for participation in the State of California's agent OPEB plan. Accordingly, CalPERS recorded a one-time expense as a result of the adoption of GASB 75. Additionally, CalPERS employees participate in various State of California agent pension plans and during Fiscal Year 2017-18, CalPERS recorded a correction to previously reported financial statements to properly reflect its proportionate share of activity related to pensions in accordance with GASB Statement No. 68, Accounting and Financial Reporting for Pensions (GASB 68).

² Includes any beginning of year adjustment

³ Includes one year's payroll growth using 2.75 percent payroll growth assumption for fiscal years ended June 30, 2018-20; 3.00 percent payroll growth assumption for fiscal years ended June 30, 2014-17.

Notes to Schedule of Changes in Net Pension Liability and Related Ratios:

Benefit Changes: The figures above include any liability impact that may have resulted from voluntary benefit changes that occurred after the June 30, 2019 valuation. However, offers of Two Years Additional Service Credit (a.k.a. Golden Handshakes) that occurred after the June 30, 2019 valuation date are not included in the figures above, unless the liability impact is deemed to be material by the plan actuary.

Changes of Assumptions: In November 2021, the inflation and administrative expense assumptions were reduced which resulted in a discount rate reduction from 7.15 percent to 6.90 percent. None in 2019 or 2020. There were no changes in the discount rate. In 2017, the discount rate was reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5 percent (net of administrative expense) to 7.65 percent (without a reduction for pension plan administrative expense). In 2014, amounts reported were based on the 7.5 percent discount rate.

REQUIRED SUPPLEMENTARY INFORMATION
Schedule of Changes in Net Pension Liability and Related Ratios, Continued

California Public Employees' Retirement System (CalPERS) - Safety Plan
 Last Ten Fiscal Years

Measurement period	2023-24	2022-23	2021-22	2020-21	2019-20
Total pension liability					
Service Cost	\$ 7,450,878	\$ 6,574,473	\$ 6,423,279	\$ 5,626,832	\$ 5,692,902
Interest on the total pension liability	20,185,373	18,927,029	17,891,502	17,172,665	16,528,674
Changes of benefit terms		102,156			
Changes of assumptions			10,724,705		
Difference between expected and actual experience	5,443,191	3,108,774	(2,813,898)	(1,871,462)	3,334,764
Benefit pmts, including refunds of employee contributions	(13,546,435)	(12,745,618)	(12,441,687)	(11,535,391)	(11,085,026)
Net change in total pension liability	19,533,007	15,966,814	19,783,901	9,392,644	14,471,314
Total pension liability - beginning	290,146,238	274,179,424	254,395,523	245,002,879	230,531,565
Total pension liability - ending (a)	<u>\$ 309,679,245</u>	<u>\$ 290,146,238</u>	<u>\$ 274,179,424</u>	<u>\$ 254,395,523</u>	<u>\$ 245,002,879</u>
Plan fiduciary net position					
Contributions - employer	\$ 10,445,123	\$ 9,807,362	\$ 8,991,444	\$ 7,861,821	\$ 6,966,114
Contributions - employee	4,574,908	4,184,407	3,677,476	3,509,463	3,314,861
Net investment income	18,278,214	10,898,008	(14,479,614)	35,205,099	7,391,522
Benefit pmts, including refunds of employee contributions	(13,546,435)	(12,745,618)	(12,441,687)	(11,535,391)	(11,085,026)
Net Plan to plan resource movement	(9,215)				
Administrative expense	(152,003)	(128,531)	(117,834)	(154,108)	(208,492)
Other miscellaneous income/(expense) ¹					
Net change in fiduciary net position	19,590,592	12,015,628	(14,370,215)	34,886,884	6,378,979
Plan fiduciary net position - beginning ²	186,803,820	174,788,192	189,158,407	154,271,523	147,892,544
Plan fiduciary net position - ending (b)	<u>\$ 206,394,412</u>	<u>\$ 186,803,820</u>	<u>\$ 174,788,192</u>	<u>\$ 189,158,407</u>	<u>\$ 154,271,523</u>
Plan net pension liability - ending (a) - (b)	<u>\$ 103,284,833</u>	<u>\$ 103,342,418</u>	<u>\$ 99,391,232</u>	<u>\$ 65,237,116</u>	<u>\$ 90,731,356</u>
Plan fiduciary net position as a percentage of the total pension liability	<u>66.65%</u>	<u>64.38%</u>	<u>63.75%</u>	<u>74.36%</u>	<u>62.97%</u>
Covered payroll ³	<u>\$ 23,744,036</u>	<u>\$ 20,759,310</u>	<u>\$ 19,923,322</u>	<u>\$ 19,061,084</u>	<u>\$ 19,148,678</u>
Plan net pension liability as a % of covered payroll	<u>434.99%</u>	<u>497.81%</u>	<u>498.87%</u>	<u>342.25%</u>	<u>473.83%</u>

¹ During Fiscal Year 2017-18, as a result of Governmental Accounting Standards Board Statement (GASB) No. 75, Accounting and Financial Reporting for Postemployment Benefit Plans Other than Pensions (GASB 75), CalPERS reported its proportionate share of activity related to postemployment benefits for participation in the State of California's agent OPEB plan. Accordingly, CalPERS recorded a one-time expense as a result of the adoption of GASB 75. Additionally, CalPERS employees participate in various State of California agent pension plans and during Fiscal Year 2017-18, CalPERS recorded a correction to previously reported financial statements to properly reflect its proportionate share of activity related to pensions in accordance with GASB Statement No. 68, Accounting and Financial Reporting for Pensions (GASB 68).

² Includes any beginning of year adjustment

³ Includes one year's payroll growth using 2.75 percent payroll growth assumption for fiscal years ended June 30, 2018-20; 3.00 percent payroll growth assumption for fiscal years ended June 30, 2014-17.

Notes to Schedule of Changes in Net Pension Liability and Related Ratios:

Benefit Changes: The figures above include any liability impact that may have resulted from voluntary benefit changes that occurred after the June 30, 2019 valuation. However, offers of Two Years Additional Service Credit (a.k.a. Golden Handshakes) that occurred after the June 30, 2019 valuation date are not included in the figures above, unless the liability impact is deemed to be material by the plan actuary.

Changes of Assumptions: In November 2021, the inflation and administrative expense assumptions were reduced which resulted in a discount rate reduction from 7.15 percent to 6.90 percent. None in 2019 or 2020. There were no changes in the discount rate. In 2017, the discount rate was reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5 percent (net of administrative expense) to 7.65 percent (without a reduction for pension plan administrative expense). In 2014, amounts reported were based on the 7.5 percent discount rate.

REQUIRED SUPPLEMENTARY INFORMATION

AGENDA ITEM NO. 18.

Schedule of Changes in Net Pension Liability and Related Ratios, Continued

California Public Employees' Retirement System (CalPERS) - Safety Plan
Last Ten Fiscal Years

Measurement period	2018-19	2017-18	2016-17	2015-16	2014-15
Total pension liability					
Service Cost	\$ 5,508,074	\$ 5,400,076	\$ 5,070,624	\$ 4,128,912	\$ 3,953,791
Interest on the total pension liability	15,548,223	14,583,496	13,834,596	13,060,555	12,319,585
Changes of assumptions		(626,378)	11,813,770		(3,070,074)
Difference between expected and actual experience	3,526,827	1,258,478	1,747,504	1,309,944	936,342
Benefit pmts, including refunds of employee contributions	(10,456,706)	(9,686,731)	(8,769,084)	(8,144,855)	(7,825,158)
Net change in total pension liability	14,126,419	10,928,941	23,697,410	10,354,556	6,314,486
Total pension liability - beginning	216,405,147	205,476,206	181,778,796	171,424,240	165,109,754
Total pension liability - ending (a)	<u>\$ 230,531,565</u>	<u>\$ 216,405,147</u>	<u>\$ 205,476,206</u>	<u>\$ 181,778,796</u>	<u>\$ 171,424,240</u>
Plan fiduciary net position					
Contributions - employer	\$ 5,912,775	\$ 5,062,611	\$ 4,872,316	\$ 4,263,677	\$ 4,110,362
Contributions - employee	3,219,394	3,107,991	2,967,546	2,806,615	2,157,404
Net investment income	9,280,425	11,067,806	13,334,234	611,274	2,616,436
Benefit pmts, including refunds of employee contributions	(10,456,706)	(9,686,731)	(8,769,084)	(8,144,855)	(7,825,158)
Net Plan to plan resource movement		(325)			
Administrative expense	(99,933)	(204,254)	(175,470)	(72,758)	(134,357)
Other miscellaneous income/(expense) ¹	325	(387,882)			
Net change in fiduciary net position	7,856,280	8,959,216	12,229,542	(536,047)	924,687
Plan fiduciary net position - beginning ²	140,036,264	131,077,048	118,847,506	119,383,553	118,458,866
Plan fiduciary net position - ending (b)	<u>\$ 147,892,544</u>	<u>\$ 140,036,264</u>	<u>\$ 131,077,048</u>	<u>\$ 118,847,506</u>	<u>\$ 119,383,553</u>
Plan net pension liability - ending (a) - (b)	<u>\$ 82,639,021</u>	<u>\$ 76,368,883</u>	<u>\$ 74,399,158</u>	<u>\$ 62,931,290</u>	<u>\$ 52,040,687</u>
Plan fiduciary net position as a percentage of the total pension liability	<u>64.15%</u>	<u>64.71%</u>	<u>63.79%</u>	<u>65.38%</u>	<u>69.64%</u>
Covered payroll ³	<u>\$ 18,354,740</u>	<u>\$ 17,992,455</u>	<u>\$ 16,912,791</u>	<u>\$ 15,361,676</u>	<u>\$ 14,732,611</u>
Plan net pension liability as a % of covered payroll	<u>450.23%</u>	<u>424.45%</u>	<u>439.90%</u>	<u>409.66%</u>	<u>353.23%</u>

¹ During Fiscal Year 2017-18, as a result of Governmental Accounting Standards Board Statement (GASB) No. 75, Accounting and Financial Reporting for Postemployment Benefit Plans Other than Pensions (GASB 75), CalPERS reported its proportionate share of activity related to postemployment benefits for participation in the State of California's agent OPEB plan. Accordingly, CalPERS recorded a one-time expense as a result of the adoption of GASB 75. Additionally, CalPERS employees participate in various State of California agent pension plans and during Fiscal Year 2017-18, CalPERS recorded a correction to previously reported financial statements to properly reflect its proportionate share of activity related to pensions in accordance with GASB Statement No. 68, Accounting and Financial Reporting for Pensions (GASB 68).

² Includes any beginning of year adjustment

³ Includes one year's payroll growth using 2.75 percent payroll growth assumption for fiscal years ended June 30, 2018-20; 3.00 percent payroll growth assumption for fiscal years ended June 30, 2014-17.

Notes to Schedule of Changes in Net Pension Liability and Related Ratios:

Benefit Changes: The figures above include any liability impact that may have resulted from voluntary benefit changes that occurred after the June 30, 2019 valuation. However, offers of Two Years Additional Service Credit (a.k.a. Golden Handshakes) that occurred after the June 30, 2019 valuation date are not included in the figures above, unless the liability impact is deemed to be material by the plan actuary.

Changes of Assumptions: In November 2021, the inflation and administrative expense assumptions were reduced which resulted in a discount rate reduction from 7.15 percent to 6.90 percent. None in 2019 or 2020. There were no changes in the discount rate. In 2017, the discount rate was reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5 percent (net of administrative expense) to 7.65 percent (without a reduction for pension plan administrative expense). In 2014, amounts reported were based on the 7.5 percent discount rate.

REQUIRED SUPPLEMENTARY INFORMATION

AGENDA ITEM NO. 18.

Schedule of Pension Contributions

California Public Employees' Retirement System (CalPERS) - Miscellaneous Plan Last Ten Fiscal Years

	2024-25 ¹	2023-24 ¹	2022-23 ¹	2021-22 ¹	2020-21 ¹
Actuarially determined contribution ²	\$ 8,038,581	\$ 7,027,464	\$ 6,599,704	\$ 6,561,636	\$ 5,805,693
Contributions to actuarially determined contribution ²	(8,038,581)	(7,027,464)	(6,599,704)	(6,561,636)	(5,805,693)
Contribution deficiency (excess)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Covered payroll ³	\$ 35,534,993	\$ 34,499,993	\$ 33,495,139	\$ 32,519,552	\$ 31,572,381
Contributions as a percentage of covered payroll ³	22.62%	20.37%	19.70%	20.18%	18.39%
	2019-20 ¹	2018-19 ¹	2017-18 ¹	2016-17 ¹	2015-16 ¹
Actuarially determined contribution ²	\$ 4,995,682	\$ 4,051,371	\$ 3,326,932	\$ 3,204,896	\$ 2,918,817
Contributions to actuarially determined contribution ²	(4,995,682)	(4,051,371)	(3,326,932)	(3,204,896)	(2,918,817)
Contribution deficiency (excess)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Covered payroll ³	\$ 30,228,914	\$ 28,646,712	\$ 26,661,340	\$ 25,396,835	\$ 24,405,359
Contributions as a percentage of covered payroll ³	16.53%	14.14%	12.48%	12.62%	11.96%

¹ As prescribed in GASB 68, paragraph 46, the information presented in the Schedule of Plan Contributions should also be presented as of the employer's most recent fiscal year-end. The employer is responsible for determining this information as prescribed by the standard as this data is not available to CalPERS.

² Employers are assumed to make contributions equal to the actuarially determined contributions. However, some employers may choose to make additional contributions towards their unfunded liability. Employer contributions for such plans exceed the actuarially determined contributions.

³ Includes one year's payroll growth using 2.75 percent payroll assumption for fiscal year ended June 30, 2018; 3.00 percent payroll assumption for fiscal years ended June 30, 2014-17.

Valuation Date: The actuarial methods and assumptions used to set the actuarially determined contributions for Fiscal Year 2019-20 were derived from the June 30, 2017 funding valuation report.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry Age Normal Cost Method
Amortization method/Period	For details, see June 30, 2021 Funding Valuation Report
Asset valuation method	Fair Value of Assets. For details, see June 30, 2017 Funding Valuation Report.
Inflation	2.30%
Salary increases	Varies by Entry Age and Service
Payroll Growth	2.80%
Investment rate of return	6.80%, net of pension plan investment & admin exps; includes inflation.
Retirement age	The probabilities of Retirement are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015.
Mortality	The probabilities of mortality are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015. Pre-retirement and Post-retirement mortality rates include 15 years of projected mortality improvement using 90% of Scale MP-2016 published by the Society of Actuaries.

REQUIRED SUPPLEMENTARY INFORMATION

AGENDA ITEM NO. 18.

Schedule of Pension Contributions, Continued

California Public Employees' Retirement System (CalPERS) – Safety Plan Last Ten Fiscal Years

	2024-25 ¹	2023-24 ¹	2022-23 ¹	2021-22 ¹	2020-21 ¹
Actuarially determined contribution ²	\$ 11,650,569	\$ 10,457,046	\$ 9,807,362	\$ 8,991,444	\$ 7,861,821
Contributions to actuarially determined contribution ²	(11,650,569)	(10,457,046)	(9,807,362)	(8,991,444)	(7,861,821)
Contribution deficiency (excess)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Covered payroll ³	\$ 21,453,418	\$ 20,828,561	\$ 20,221,904	\$ 19,632,917	\$ 19,061,084
Contributions as a percentage of covered payroll ³	54.31%	50.21%	48.50%	45.80%	41.25%
	2019-20 ¹	2018-19 ¹	2017-18 ¹	2016-17 ¹	2015-16 ¹
Actuarially determined contribution ²	\$ 6,966,114	\$ 5,912,775	\$ 5,062,611	\$ 4,872,316	\$ 4,263,677
Contributions to actuarially determined contribution ²	(6,966,114)	(5,912,775)	(5,062,611)	(4,872,316)	(4,263,677)
Contribution deficiency (excess)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Covered payroll ³	\$ 19,148,678	\$ 18,354,740	\$ 17,992,455	\$ 16,912,791	\$ 15,361,676
Contributions as a percentage of covered payroll ³	36.38%	32.21%	28.14%	28.81%	27.76%

¹ As prescribed in GASB 68, paragraph 46, the information presented in the Schedule of Plan Contributions should also be presented as of the employer's most recent fiscal year-end. The employer is responsible for determining this information as prescribed by the standard as this data is not available to CalPERS.

² Employers are assumed to make contributions equal to the actuarially determined contributions. However, some employers may choose to make additional contributions towards their unfunded liability. Employer contributions for such plans exceed the actuarially determined contributions.

³ Includes one year's payroll growth using 2.75 percent payroll assumption for fiscal year ended June 30, 2018; 3.00 percent payroll assumption for fiscal years ended June 30, 2014-17.

Valuation Date: The actuarial methods and assumptions used to set the actuarially determined contributions for Fiscal Year 2019-20 were derived from the June 30, 2017 funding valuation report.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry Age Normal Cost Method
Amortization method/Period	For details, see June 30, 2021 Funding Valuation Report
Asset valuation method	Fair Value of Assets. For details, see June 30, 2017 Funding Valuation Report.
Inflation	2.30%
Salary increases	Varies by Entry Age and Service
Payroll Growth	2.80%
Investment rate of return	6.80%, net of pension plan investment & admin exps; includes inflation.
Retirement age	The probabilities of Retirement are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015.
Mortality	The probabilities of mortality are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015. Pre-retirement and Post-retirement mortality rates include 15 years of projected mortality improvement using 90% of Scale MP-2016 published by the Society of Actuaries.

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Nonmajor Governmental Funds

Special Revenue Funds

Special revenue funds are used to account for specific revenues that are legally restricted for particular purposes.

Off Highway Use Fund - This fund is used to account for the revenue received from the off-highway users fee since the fee can only be used for off-road facilities.

Housing & Community Development Fund - This fund is used to account for the revenue and expenses for the Community Development Block Grant operational activities.

Community Facilities District 2020-1 Fund (Dry Creek Preserve Sewer Facilities and Services) - This fund is used to collect funds to finance all costs associated with the maintenance and operation of certain temporary public sewer facilities and the eventual replacement of those temporary facilities with permanent public sewer facilities.

Debt Service Funds

The debt service fund is used to account for the accumulation of resources and payment of bond principal and interest when the government is obligated in some manner for the payment.

1976 Fire and Sewer Bond Fund - This fund is used to account for the proceeds of the 1976 Fire and Sewer Bond sale and the annual debt service.

Capital Projects Funds

Capital projects funds are used to account for the acquisition and construction of major capital facilities other than those financed by proprietary funds and trust funds.

Park and Recreation Improvement Fund - This fund is used to account for capital improvements for parks, including acquisition of property. Revenues come from developer fees and grants.

Refuse Equipment Reserve Fund - This fund is used to account for the revenue generated by developer fees for the acquisition of equipment for refuse collection and disposal.

City of Clovis
Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2025

AGENDA ITEM NO. 18.

	Special Revenue			
	Off Highway Use	Housing & Comm Development	Community Facilities District 2020-1	Total
ASSETS				
Cash and investments	\$ 77,328	\$ 2,198,235	\$ 431,149	\$ 2,706,712
Receivables	153	4,779,818	15,463	4,795,434
Due from other governments		101,078		101,078
Total assets	<u>\$ 77,481</u>	<u>\$ 7,079,131</u>	<u>\$ 446,612</u>	<u>\$ 7,603,224</u>
LIABILITIES				
Accounts payable		\$ 846,668		\$ 846,668
Deposits and other liabilities			\$ 25,059	25,059
Total Liabilities	<u>\$ 0</u>	<u>846,668</u>	<u>25,059</u>	<u>871,727</u>
FUND BALANCES				
Restricted for:				
Capital projects	77,481			77,481
Community development		6,232,463	421,553	6,654,016
Debt service				0
Assigned for:				
Capital				0
Total fund balances	<u>77,481</u>	<u>6,232,463</u>	<u>421,553</u>	<u>6,731,497</u>
Total liabilities and fund balances	<u>\$ 77,481</u>	<u>\$ 7,079,131</u>	<u>\$ 446,612</u>	<u>\$ 7,603,224</u>

City of Clovis
Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2025

Page 2 of 2

AGENDA ITEM NO. 18.

Debt Service		Capital Projects		Total Nonmajor Governmental Funds
1976 Fire and Sewer	Park and Recreation	Refuse Equipment	Total	
\$ 472,489	\$ 8,523,075	\$ 2,871,222	\$11,394,297	\$ 14,573,498
1,049	17,197	5,829	23,026	4,819,509
	77,824		77,824	178,902
<u>\$ 473,538</u>	<u>\$ 8,618,096</u>	<u>\$ 2,877,051</u>	<u>\$11,495,147</u>	<u>\$ 19,571,909</u>
	\$ 406,396		\$ 406,396	\$ 1,253,064
	9,200		9,200	34,259
<u>\$ 0</u>	<u>415,596</u>	<u>\$ 0</u>	<u>415,596</u>	<u>1,287,323</u>
			0	77,481
	5,232,500	2,877,051	8,109,551	14,763,567
473,538			0	473,538
	2,970,000		2,970,000	2,970,000
<u>473,538</u>	<u>8,202,500</u>	<u>2,877,051</u>	<u>11,079,551</u>	<u>18,284,586</u>
<u>\$ 473,538</u>	<u>\$ 8,618,096</u>	<u>\$ 2,877,051</u>	<u>\$11,495,147</u>	<u>\$ 19,571,909</u>

City of Clovis
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2025

	Special Revenue			
	Off Highway Use	Housing & Comm Development	Community Facilities District 2020-1	Total
REVENUES				
Use of money and property	\$ 4,003	\$ 47,781	\$ 4,306	\$ 56,090
From other agencies		530,405	147,400	677,805
Charges for services				0
Other revenues				0
Total revenue	<u>4,003</u>	<u>578,186</u>	<u>151,706</u>	<u>733,895</u>
EXPENDITURES				
Current:				
Community development		843,610		843,610
Capital outlays			5,700	5,700
Total expenditures	<u>0</u>	<u>843,610</u>	<u>5,700</u>	<u>849,310</u>
Excess (deficiency) of revenues over (under) expenditures	<u>4,003</u>	<u>(265,424)</u>	<u>146,006</u>	<u>(115,415)</u>
OTHER FINANCING SOURCES (USES)				
Transfers In		1,163,000		1,163,000
Transfers out				0
Total other financing sources (uses)	<u>0</u>	<u>1,163,000</u>	<u>0</u>	<u>1,163,000</u>
Net change in fund balances	4,003	897,576	146,006	1,047,585
Fund balances-beginning	73,478	5,334,887	275,547	5,683,912
Fund balances-ending	<u>\$ 77,481</u>	<u>\$ 6,232,463</u>	<u>\$ 421,553</u>	<u>\$ 6,731,497</u>

City of Clovis
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2025

Debt Service		Capital Projects		Total Nonmajor Governmental Funds
1976 Fire and Sewer	Park and Recreation	Refuse Equipment	Total	
\$ 23,564	\$ 440,251	\$ 144,187	\$ 584,438	\$ 664,092
	426,700		426,700	1,104,505
	2,195,164	416,819	2,611,983	2,611,983
			0	0
<u>23,564</u>	<u>3,062,115</u>	<u>561,006</u>	<u>3,623,121</u>	<u>4,380,580</u>
			0	843,610
	<u>626,777</u>		<u>626,777</u>	<u>632,477</u>
<u>0</u>	<u>626,777</u>	<u>0</u>	<u>626,777</u>	<u>1,476,087</u>
<u>23,564</u>	<u>2,435,338</u>	<u>561,006</u>	<u>2,996,344</u>	<u>2,904,493</u>
	29,000		29,000	1,192,000
		(150,000)	(150,000)	(150,000)
<u>0</u>	<u>29,000</u>	<u>(150,000)</u>	<u>(121,000)</u>	<u>1,042,000</u>
23,564	2,464,338	411,006	2,875,344	3,946,493
449,974	5,738,162	2,466,045	8,204,207	14,338,093
<u>\$ 473,538</u>	<u>\$ 8,202,500</u>	<u>\$ 2,877,051</u>	<u>\$ 11,079,551</u>	<u>\$ 18,284,586</u>

City of Clovis
Schedule of Revenues, Expenditures, and Changes in Fund Balance-Budget and Actual
Local Transportation Capital Projects Fund
For the Year Ended June 30, 2025

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget- Positive (Negative)
REVENUE				
Use of money and property	\$ 0	\$ 0	\$ 4,041,731	\$ 4,041,731
From other agencies	27,671,700	27,671,700	19,560,409	(8,111,291)
Charges for services	0	0	785,400	785,400
Total revenues	<u>27,671,700</u>	<u>27,671,700</u>	<u>24,387,540</u>	<u>(3,284,160)</u>
EXPENDITURES				
Transportation	0	0	0	0
Capital Outlay	37,357,858	51,421,858	21,410,420	30,011,438
Total expenditures	<u>37,357,858</u>	<u>51,421,858</u>	<u>21,410,420</u>	<u>30,011,438</u>
Excess (deficiency) of revenues over expenditures	(9,686,158)	(23,750,158)	2,977,120	26,727,278
OTHER FINANCING SOURCES (USES)				
Transfers In	0	0	0	0
Transfers Out	0	0	(29,000)	(29,000)
Total other financing sources (uses)	<u>0</u>	<u>0</u>	<u>(29,000)</u>	<u>(29,000)</u>
Net change in fund balances	(9,686,158)	(23,750,158)	2,948,120	26,698,278
Fund balance-beginning	23,428,639	23,428,639	23,428,639	
Fund balance-ending	<u>\$ 13,742,481</u>	<u>\$ (321,519)</u>	<u>\$ 26,376,759</u>	<u>\$ 26,698,278</u>

City of Clovis
Schedule of Revenues, Expenditures, and Changes in Fund Balance-Budget and Actual
Off Highway Use Special Revenue Fund
For the Year Ended June 30, 2025

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget- Positive (Negative)
REVENUE				
Use of money and property	\$ 0	\$ 0	\$ 4,003	\$ 4,003
Total revenues	0	0	4,003	4,003
EXPENDITURES				
Total expenditures	0	0	0	0
Excess (deficiency) of revenues over expenditures	0	0	4,003	4,003
Fund balance-beginning	73,478	73,478	73,478	
Fund balance-ending	<u>\$ 73,478</u>	<u>\$ 73,478</u>	<u>\$ 77,481</u>	<u>\$ 4,003</u>

City of Clovis
Schedule of Revenues, Expenditures, and Changes in Fund Balance-Budget and Actual
Housing and Community Development Special Revenue Fund
For the Year Ended June 30, 2025

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget- Positive (Negative)
REVENUE				
Use of money and property	\$ 0	\$ 0	\$ 47,781	\$ 47,781
From other agencies	3,680,600	3,710,600	530,405	(3,180,195)
Other revenues	0	0	0	0
Total revenues	<u>3,680,600</u>	<u>3,710,600</u>	<u>578,186</u>	<u>(3,132,414)</u>
EXPENDITURES				
Community development	4,405,500	4,435,500	843,610	3,591,890
Total expenditures	<u>4,405,500</u>	<u>4,435,500</u>	<u>843,610</u>	<u>3,591,890</u>
Excess (deficiency) of revenues over expenditures	(724,900)	(724,900)	(265,424)	459,476
OTHER FINANCING SOURCES (USES)				
Transfers In	1,000,000	1,000,000	1,163,000	(163,000)
Total other financing sources	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,163,000</u>	<u>(163,000)</u>
Net change in fund balance	275,100	275,100	897,576	296,476
Fund balance-beginning	5,334,887	5,334,887	5,334,887	
Fund balance-ending	<u>\$ 5,609,987</u>	<u>\$ 5,609,987</u>	<u>\$ 6,232,463</u>	<u>\$ 296,476</u>

City of Clovis
Schedule of Revenues, Expenditures, and Changes in Fund Balance-Budget and Actual
Community Facilities District 2020-1 Special Revenue Fund
For the Year Ended June 30, 2025

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget- Positive (Negative)
REVENUE				
Use of money and property	\$ 0	\$ 0	\$ 4,306	\$ 4,306
From other agencies	75,000	75,000	147,400	72,400
Charges for services	75,000	75,000	0	(75,000)
Total revenues	150,000	150,000	151,706	1,706
EXPENDITURES				
Community development	32,700	32,700	5,700	27,000
Total expenditures	32,700	32,700	5,700	27,000
Excess (deficiency) of revenues over expenditures	117,300	117,300	146,006	28,706
Total other financing sources	0	0	0	0
Net change in fund balance	117,300	117,300	146,006	28,706
Fund balance-beginning	275,547	275,547	275,547	
Fund balance-ending	\$ 392,847	\$ 392,847	\$ 421,553	\$ 28,706

City of Clovis
Schedule of Revenues, Expenditures, and Changes in Fund Balance-Budget and Actual
1976 Fire and Sewer Debt Service Fund
For the Year Ended June 30, 2025

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget- Positive (Negative)
REVENUE				
Use of money and property	\$ 0	\$ 0	\$ 23,564	\$ 23,564
Total revenues	0	0	23,564	23,564
EXPENDITURES				
Total expenditures	0	0	0	0
Excess (deficiency) of revenues over expenditures	0	0	23,564	23,564
Fund balance-beginning	449,974	449,974	449,974	
Fund balance-ending	<u>\$ 449,974</u>	<u>\$ 449,974</u>	<u>\$ 473,538</u>	<u>\$ 23,564</u>

City of Clovis
Schedule of Revenues, Expenditures, and Changes in Fund Balance-Budget and Actual
Park and Recreation Capital Project Fund
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget- Positive (Negative)
	Original	Final	Actual Amounts	
REVENUE				
Use of money and property	\$ 0	\$ 0	\$ 440,251	\$ 440,251
From other agencies	430,000	617,000	426,700	(190,300)
Charges for services	2,135,000	2,135,000	2,195,164	60,164
Total revenues	2,565,000	2,752,000	3,062,115	310,115
EXPENDITURES				
Community development	0	0	0	0
Capital outlays	2,361,368	4,083,368	626,777	3,456,591
Total expenditures	2,361,368	4,083,368	626,777	3,456,591
Excess (deficiency) of revenues over expenditures	203,632	(1,331,368)	2,435,338	3,766,706
OTHER FINANCING SOURCES (USES)				
Transfers In	0	0	29,000	(29,000)
Transfers Out	0	0	0	0
Total other financing sources (uses)	0	0	29,000	(29,000)
Net change in fund balances	203,632	(1,331,368)	2,464,338	3,737,706
Fund balance-beginning	5,738,162	5,738,162	5,738,162	
Fund balance-ending	\$ 5,941,794	\$ 4,406,794	\$ 8,202,500	\$ 3,737,706

City of Clovis
Schedule of Revenues, Expenditures, and Changes in Fund Balance-Budget and Actual
Refuse Equipment Capital Project Fund
For the Year Ended June 30, 2025

	Budgeted Amounts		Actual Amounts	Variance with Final Budget- Positive (Negative)
	Original	Final		
REVENUE				
Use of money and property	\$ 0	\$ 0	\$ 144,187	\$ 144,187
Charges for services	0	0	416,819	416,819
Total revenues	0	0	561,006	561,006
EXPENDITURES				
Total expenditures	0	0	0	0
Excess (deficiency) of revenues over expenditures	0	0	561,006	561,006
OTHER FINANCING SOURCES (USES)				
Transfers Out	0	0	(150,000)	(150,000)
Total other financing sources (uses)	0	0	(150,000)	(150,000)
Net change in fund balance	0	0	411,006	411,006
Fund balance-beginning	2,466,045	2,466,045	2,466,045	
Fund balance-ending	<u>\$ 2,466,045</u>	<u>\$ 2,466,045</u>	<u>\$ 2,877,051</u>	<u>\$ 411,006</u>

Internal Service Funds

Internal service funds are used to account for the financing of goods or services provided by one department of the agency to other departments or agencies of the government and to other government units, on a cost reimbursement basis.

Self-Insurance Fund - This fund is used to account for the cost of general liability and property damage insurance. It is funded by a charge to all operating departments.

Fleet Fund - This fund is used to account for rental charges to all operating departments for maintenance and replacement cost for equipment and vehicles.

Employee Benefit Fund - This fund is used to account for the cost of employee benefits including retirement, workers' compensation, health insurance, unemployment insurance and Medicare insurance. It is funded by a charge to all operating departments.

General Services - This fund is used to account for the centralized support provided to other departments and for government facility enhancements and acquisitions.

City of Clovis
Combining Statement of Net Position
Internal Service Funds
June 30, 2025

AGENDA ITEM NO. 18.

	Self Insurance	Fleet	Employee Benefits	General Services	Total
ASSETS					
Current assets:					
Cash and investments	\$ 2,979,291	\$ 31,639,317	\$ 23,517,673	\$ 37,726,769	\$ 95,863,050
Receivables	44,042	61,978	95,443	249,549	451,012
Due from other governments					0
Inventories		1,082,000			1,082,000
Total current assets	3,023,333	32,783,295	23,613,116	37,976,318	97,396,062
Noncurrent assets:					
Restricted cash and investments:					
Cash with fiscal agent-bond accounts				379	379
Total restricted assets	0	0	0	379	379
Capital assets:					
Land				8,734,466	8,734,466
Buildings and improvements		940,271		141,294,211	142,234,482
Machinery and equipment		55,891,559		9,269,256	65,160,815
Less accumulated depreciation		(37,122,394)		(62,394,727)	(99,517,121)
Total capital assets (net of accumulated depreciation)	0	19,709,436	0	96,903,206	116,612,642
Intangible assets				2,512,581	2,512,581
Less accumulated amortization				(951,054)	(951,054)
Total intangible assets (net of accumulated amortization)	0	0	0	1,561,527	1,561,527
Total noncurrent assets	0	19,709,436	0	98,465,112	118,174,548
Total assets	3,023,333	52,492,731	23,613,116	136,441,430	215,570,610
DEFERRED OUTFLOW OF RESOURCES					
Pension related deferred outflows	69,747	649,156	151,416	987,357	1,857,676
Total deferred outflows of resources	69,747	649,156	151,416	987,357	1,857,676
LIABILITIES					
Current liabilities:					
Accounts payable	25,629	670,063	2,006,144	666,337	3,368,173
Claims and judgements payable			2,548,000		2,548,000
Accrued compensated absences		41,100	5,700	76,100	122,900
Deposits and other liabilities				833,054	833,054
Unearned revenue					0
Lease liability-current				187,049	187,049
Subscription liability - current				517,395	517,395
Direct borrowings-current		180,089		1,723,501	1,903,590
Loans payable-current				327,979	327,979
Revenue bonds-current				310,000	310,000
Total current liabilities	25,629	891,252	4,559,844	4,641,415	10,118,140
Noncurrent liabilities:					
Claims and judgements payable			8,013,000		8,013,000
Accrued compensated absences		256,641	35,647	475,231	767,519
Advances from other funds				5,250,000	5,250,000
Lease liability				471,285	471,285
Subscription liability					0
Direct borrowings		548,512		4,470,170	5,018,682
Loans payable				2,193,703	2,193,703
Revenue bonds (net of discount/premium)				12,538,628	12,538,628
Net pension liability	383,006	3,343,006	776,164	5,440,963	9,943,139
Total noncurrent liabilities	383,006	4,148,159	8,824,811	30,839,980	44,195,956
Total liabilities	408,635	5,039,411	13,384,655	35,481,395	54,314,096
DEFERRED INFLOW OF RESOURCES					
Lease related deferred inflows				58,457	58,457
Pension related deferred inflows	1,212	10,397	1,552	20,737	33,898
Total deferred inflow of resources	1,212	10,397	1,552	79,194	92,355
NET POSITION					
Net investment in capital assets		18,980,835		76,383,357	95,364,192
Restricted for debt service				379	379
Unrestricted	2,683,233	29,111,244	10,378,325	25,484,462	67,657,264
Total net position	\$ 2,683,233	\$ 48,092,079	\$ 10,378,325	\$ 101,868,198	\$ 163,021,835

City of Clovis

AGENDA ITEM NO. 18.

**Combining Statement of Revenues, Expenses, and Changes in Fund Net Position
Internal Service Funds
For the Year Ended June 30, 2025**

	Self Insurance	Fleet	Employee Benefits	General Services	Total
Operating revenues:					
Charges for services	\$8,421,000	\$15,836,394	\$ 40,392,894	\$ 16,665,800	\$ 81,316,088
From other agencies		80,000		73,339	153,339
Other revenues	5	118,795		2,961,957	3,080,757
Total operating revenues	<u>8,421,005</u>	<u>16,035,189</u>	<u>40,392,894</u>	<u>19,701,096</u>	<u>84,550,184</u>
Operating expenses:					
Salaries and benefits	283,991	2,486,962	21,764,227	4,026,474	28,561,654
Services, materials and supplies	7,028,495	5,976,309	18,689,398	8,284,616	39,978,818
Administration	61,500	1,393,800	105,900	720,200	2,281,400
Depreciation and amortization		3,443,588		4,754,783	8,198,371
Total operating expenses	<u>7,373,986</u>	<u>13,300,659</u>	<u>40,559,525</u>	<u>17,786,073</u>	<u>79,020,243</u>
Operating income (loss)	<u>1,047,019</u>	<u>2,734,530</u>	<u>(166,631)</u>	<u>1,915,023</u>	<u>5,529,941</u>
Nonoperating revenues (expenses):					
Interest income	33,267	1,000,164	711,599	1,336,482	3,081,512
Net increase (decrease) in cash fair value	12,752	469,771	232,120	719,299	1,433,942
Interest expense		(18,924)		(527,794)	(546,718)
Gain (loss) on sale of capital assets		(15,134)		(10,742)	(25,876)
Total nonoperating revenue (expense)	<u>46,019</u>	<u>1,435,877</u>	<u>943,719</u>	<u>1,517,245</u>	<u>3,942,860</u>
Income before contributions and transfers	<u>1,093,038</u>	<u>4,170,407</u>	<u>777,088</u>	<u>3,432,268</u>	<u>9,472,801</u>
Capital contributions		776,971			776,971
Transfers in				125,000	125,000
Transfer out				(163,000)	(163,000)
Changes in net position	<u>1,093,038</u>	<u>4,947,378</u>	<u>777,088</u>	<u>3,394,268</u>	<u>10,211,772</u>
Total net position-beginning	<u>1,590,195</u>	<u>43,307,317</u>	<u>9,612,716</u>	<u>98,787,602</u>	<u>153,297,830</u>
Prior period adjustments (Note V.F.)		(162,616)	(11,479)	(313,672)	(487,767)
Total net position-ending	<u>\$2,683,233</u>	<u>\$48,092,079</u>	<u>\$ 10,378,325</u>	<u>\$ 101,868,198</u>	<u>\$163,021,835</u>

City of Clovis
Combining Statement of Cash Flows
Internal Service Funds
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

	Self Insurance	Fleet	Employee Benefits	General Services	Total
CASH FLOW FROM OPERATING ACTIVITIES					
Receipts for interfund services	\$ 8,401,895	\$ 15,850,141	\$ 40,399,797	\$ 16,782,268	\$ 81,434,101
Payments to suppliers	(7,132,262)	(7,270,931)	(15,973,751)	(10,004,735)	(40,381,679)
Payments to employees	(272,182)	(2,362,406)	(21,739,842)	(3,805,371)	(28,179,801)
Other operating revenues	4	198,795		2,968,727	3,167,526
Net cash provided by (used in) operating activities	997,455	6,415,599	2,686,204	5,940,889	16,040,147
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES					
Transfers-in from other funds				125,000	125,000
Net cash provided by noncapital financing activities				125,000	125,000
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES					
Acquisition and construction of capital assets		(2,618,305)		(2,585,756)	(5,204,061)
Principal paid on bonds, loans, and direct borrowings		(391,192)		(3,025,778)	(3,416,970)
Interest paid on bonds, loans, and direct borrowings		(18,924)		(527,794)	(546,718)
Proceeds from sale of property and equipment		57,515		6,808	64,323
Principal paid on advances from other funds				(750,000)	(750,000)
Net cash provided by (used in) capital and related financing activities		(2,970,906)		(6,882,520)	(9,853,426)
CASH FLOWS FROM INVESTING ACTIVITIES					
Interest and dividends on investments	33,267	1,000,164	711,599	1,336,482	3,081,512
Increase/(decrease) in fair value of investments	12,752	469,771	232,120	719,299	1,433,942
Net cash provided by (used in) investing activities	46,019	1,469,935	943,719	2,055,781	4,515,454
Net change in cash and cash equivalents	1,043,474	4,914,628	3,629,923	1,239,150	10,827,175
Cash and cash equivalents-beginning of year	1,935,817	26,724,689	19,887,750	36,487,998	85,036,254
Cash and cash equivalents-end of year	\$ 2,979,291	\$ 31,639,317	\$ 23,517,673	\$ 37,727,148	\$ 95,863,429
Reconciliation of operating income (loss) to net cash provided by (used in) operating activities:					
Operating income (loss)	\$ 1,047,019	\$ 2,734,530	\$ (166,631)	\$ 1,915,023	\$ 5,529,941
Adjustments to reconcile operating income to net cash provided by (used in) operating activities:					
Depreciation/amortization expense		3,443,588		4,754,783	8,198,371
Amortization bond premium				(20,078)	(20,078)
(Increase)/decrease in receivables	(19,105)	13,747	6,903	116,468	118,013
(Increase)/decrease in due from other governments				11,964	11,964
(Increase)/decrease in inventories		(123,000)			(123,000)
(Increase)/decrease in pension related deferred outflows	21,856	185,141	40,195	321,891	569,083
Increase/(decrease) in accounts payable	(42,269)	222,179	1,473,547	(1,099,917)	553,540
Increase/(decrease) in claims and judgments payable			1,348,000		1,348,000
Increase/(decrease) in accrued compensated absences		29,229	5,891	38,454	73,574
Increase/(decrease) in deposits and other liabilities				100,000	100,000
Increase/(decrease) in net pension liability	(7,168)	(64,090)	(15,485)	(99,360)	(186,103)
Increase/(decrease) in lease related deferred inflows				(58,457)	(58,457)
Increase/(decrease) in pension related deferred inflows	(2,878)	(25,725)	(6,216)	(39,882)	(74,701)
Total adjustments	(49,564)	3,681,069	2,852,835	4,025,866	10,510,206
Net cash provided by (used in) operating activities	\$ 997,455	\$ 6,415,599	\$ 2,686,204	\$ 5,940,889	\$ 16,040,147

Noncash investing, capital, and financing activities:

During the year the Fleet Maintenance Fund, an internal service fund, received \$776,971 in capital assets from a governmental fund.
During the year the General Services Fund, an internal service fund, transferred out \$163,000 in capital assets to a governmental fund.
During the year the General Services Fund obtained a right-of-use asset in exchange for a lease obligation of \$225,984.

General and Measure Y Funds

The Measure Y Fund is currently held within the General Fund, meaning its revenues and expenditures are reported as part of the broader governmental operations. Measure Y is a local 1% transactions and use tax (sales tax) measure approved by voters on November 5, 2024 with an effective date of April 1, 2025. To enhance transparency of Measure Y's financial activity, the following pages present the General and Measure Y Funds separately. This presentation should provide transparency to Measure Y's fiscal impact, ensure accountability, and support informed decision-making, although it remains as additional sales tax revenues within the General Fund's governmental taxes.

General Fund – The primary operating fund of the government, which supports core services like public safety, administration and general government operations. The majority of the funding is derived from property taxes, sales taxes, and fees.

General Fund – Measure Y – Voter approved local 1% sales tax measure with specified goals and priorities primarily focused on public safety, safe and clean communities, park maintenance, street repairs, youth activities, and homelessness response.

City of Clovis
Combining Balance Sheet
General & Measure Y Funds
June 30, 2025

	<u>General</u>	<u>Measure Y</u>	<u>Total</u>
ASSETS			
Cash and investments	\$ 29,446,287	1,643,039	\$ 31,089,326
Cash with agents-restricted			0
Receivables	4,332,437		4,332,437
Due from other governments	6,753,467	5,539,167	12,292,634
Total assets	<u>\$ 40,532,191</u>	<u>\$ 7,182,206</u>	<u>\$ 47,714,397</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 1,311,129	3,276	\$ 1,314,405
Accrued payroll	3,913,327		3,913,327
Due to other governments	27,866		27,866
Deposits and other liabilities	638,229		638,229
Unearned revenue	613,637		613,637
Total liabilities	<u>6,504,188</u>	<u>3,276</u>	<u>6,507,464</u>
Fund balances:			
Restricted for:			
Capital projects			0
Community development	32,752		32,752
Debt service			0
Landscape maintenance	10,387,228		10,387,228
Parking and business improvement	245,778		245,778
Law enforcement	93,581		93,581
Assigned for:			
Services, materials and supplies	1,304,700		1,304,700
Capital			0
Emergencies	20,970,000		20,970,000
Unassigned, reported in:			
General fund	993,964	7,178,930	8,172,894
Total fund balances	<u>34,028,003</u>	<u>7,178,930</u>	<u>41,206,933</u>
Total liabilities and fund balances	<u>\$ 40,532,191</u>	<u>\$ 7,182,206</u>	<u>\$ 47,714,397</u>

City of Clovis
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
General & Measure Y Funds
For the Year Ended June 30, 2025

	General	Measure Y	Intrafund Eliminations	Total
REVENUES				
Property taxes	\$ 41,744,457			\$41,744,457
Sales taxes	29,166,842	\$ 7,173,659		36,340,501
Business license & Franchise taxes	7,902,136			7,902,136
Transient occupancy taxes	5,385,574			5,385,574
Licenses and permits	1,370,624			1,370,624
Fines and forfeitures	225,318			225,318
Use of money and property	1,229,321	5,271		1,234,592
From other agencies	9,281,271			9,281,271
Charges for services	8,458,340			8,458,340
Other revenues	7,374,744			7,374,744
Total revenue	<u>112,138,627</u>	<u>7,178,930</u>	<u>0</u>	<u>119,317,557</u>
EXPENDITURES				
Current:				
General government	11,373,386			11,373,386
Public safety	85,717,682			85,717,682
Transportation	6,241,804			6,241,804
Community development	34			34
Cultural and recreation	11,253,707			11,253,707
Capital outlays				0
Total expenditures	<u>114,586,613</u>	<u>0</u>	<u>0</u>	<u>114,586,613</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(2,447,986)</u>	<u>7,178,930</u>	<u>0</u>	<u>4,730,944</u>
OTHER FINANCING SOURCES (USES)				
Transfers in				0
Transfers out	(1,475,000)			(1,475,000)
Total other financing sources (uses)	<u>(1,475,000)</u>	<u>0</u>	<u>0</u>	<u>(1,475,000)</u>
Net change in fund balances	(3,922,986)	7,178,930	0	3,255,944
Fund balances-beginning	37,950,989			37,950,989
Fund balances-ending	<u>\$ 34,028,003</u>	<u>\$ 7,178,930</u>	<u>\$0</u>	<u>\$41,206,933</u>

City of Clovis
Statement of Revenues, Expenditures, and Changes in Fund Balance-Budget and Actual
Measure Y
For the Year Ended June 30, 2025

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget- Positive (Negative)
REVENUE				
Property taxes	\$ 0	\$ 0	0	0
Sales taxes	0	0	\$ 7,173,659	\$ 7,173,659
Business license & Franchise taxes	0	0	0	0
Transient occupancy taxes	0	0	0	0
Licenses and permits	0	0	0	0
Fines and forfeitures	0	0	0	0
Use of money and property	0	0	5,271	5,271
From other agencies	0	0	0	0
Charges for services	0	0	0	0
Other revenues	0	0	0	0
Total revenues	0	0	7,178,930	7,178,930
EXPENDITURES				
Council	0	0	0	0
Clerk	0	0	0	0
Attorney	0	0	0	0
Manager	0	0	0	0
General services	0	0	0	0
Finance/Treasurer	0	0	0	0
Police	0	0	0	0
Fire	0	0	0	0
Public utilities	0	0	0	0
Total expenditures	0	0	0	0
Excess (deficiency) of revenues over expenditures	0	0	7,178,930	7,178,930
OTHER FINANCING SOURCES (USES)				
Transfers In	0	0	0	0
Transfers Out	0	0	0	0
Total other financing sources (uses)	0	0	0	0
Net change in fund balance	0	0	7,178,930	7,178,930
Fund balance-beginning	0	0	0	
Fund balance-ending	\$ 0	\$ 0	\$ 7,178,930	\$ 7,178,930

Fiduciary Funds

Custodial Funds are used to account for assets held by the government for individuals, private organizations, other governments and/or other funds.

Blackhorse Assessment Fund - This fund is used to account for revenue and expenditures related to the maintenance within the Blackhorse III (95-1) Assessment District such as streets, curb & gutter, street lighting, sidewalks and gates.

Temperance/Barstow Assessment Fund - This fund is used to account for the receipts and disbursements of the Temperance Barstow Assessment District.

Shepherd/Temperance Assessment Fund - This fund is used to account for the receipts and disbursements of the Shepherd Temperance Assessment District.

City of Clovis
Combining Statement of Fiduciary Net Position
Custodial Funds
June 30, 2025

AGENDA ITEM NO. 18.

	Custodial Funds			
	Blackhorse Assessment	Temperance Barstow Assessment	Shepherd Temperance Assessment	Total
ASSETS				
Cash and investments	\$ 70,087	\$ 83,247	\$ 5,595	\$ 158,929
Receivables	1,422	166	8	1,596
Total assets	<u>71,509</u>	<u>83,413</u>	<u>5,603</u>	<u>160,525</u>
LIABILITIES				
Accounts payable	24,664			24,664
Deposits and other liabilities				
Total liabilities	<u>24,664</u>	<u>0</u>	<u>0</u>	<u>24,664</u>
NET POSITION				
Restricted for:				
Individuals, organizations, and other governments	46,845	83,413	5,603	135,861
Total net position	<u>\$ 46,845</u>	<u>\$ 83,413</u>	<u>\$ 5,603</u>	<u>\$ 135,861</u>

City of Clovis
Combining Statement of Changes in Fiduciary Net Position
Custodial Funds
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

	Custodial Funds			
	Blackhorse Assessment	Temperance Barstow Assessment	Shepherd Temperance Assessment	Total
ADDITIONS				
Special assessments tax	\$ 95,891			\$ 95,891
Investment earnings	2,591	\$ 4,304	\$ 189	7,084
Total additions	98,482	4,304	189	102,975
DEDUCTIONS				
Community development	119,911			119,911
Total deductions	119,911	0	0	119,911
Change in net position	(21,429)	4,304	189	(16,936)
Net position-Beginning	68,274	79,109	5,414	152,797
Net position-Ending	<u>\$ 46,845</u>	<u>\$ 83,413</u>	<u>\$ 5,603</u>	<u>\$ 135,861</u>

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Statistical Section

This part of the City of Clovis' Annual Comprehensive Financial Report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the government's overall financial health.

STATISTICAL SECTION

Statistical Section

Contents	Page
Financial Trends	115
These schedules contain trend information to help the reader understand how the government's financial performance and well-being have changed over time.	
Revenue Capacity	123
These schedules contain information to help the reader assess the governments' most significant local revenue source, the property tax.	
Debt Capacity	127
These schedules present information to help the reader assess the affordability of the government's current levels of outstanding debt and the government's ability to issue additional debt in the future.	
Demographic and Economic Information	133
These schedules offer demographic and economic indicators to help the reader understand the environment within which the government's financial activities take place.	
Operating Information	136
These schedules contain service and infrastructure data to help the reader understand how the information in the government's financial report relates to the services the government provides and the activities it performs.	

CITY OF CLOVIS
NET POSITION BY COMPONENT
LAST TEN FISCAL YEARS

(accrual basis of accounting)
(in thousands)

	As of June 30,									
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Governmental activities:										
Net investment in capital assets	\$ 523,881	\$ 524,625	\$ 533,810	\$ 562,740	\$ 587,764	\$ 595,863	\$ 631,982	\$ 668,223	\$ 707,386	\$ 747,004
Restricted	25,843	20,681	27,826	33,325	38,522	42,460	48,790	50,687	45,148	52,451
Unrestricted	(67,081)	(54,927)	(63,435)	(66,182)	(51,797)	(32,398)	(22,188)	(32,488)	(30,000)	(33,541)
Total net position	\$ 482,643	\$ 490,379	\$ 498,201	\$ 529,883	\$ 574,489	\$ 605,925	\$ 658,584	\$ 686,422	\$ 722,534	\$ 765,914
Business-type activities:										
Net investment in capital assets	\$ 142,658	\$ 147,265	\$ 153,013	\$ 162,938	\$ 168,489	\$ 171,482	\$ 176,055	\$ 186,868	\$ 197,511	\$ 205,555
Restricted	906	953	25	1				2	2	8
Unrestricted	82,271	103,531	108,299	120,937	106,444	108,569	117,529	122,138	120,849	134,164
Total net position	\$ 225,835	\$ 251,749	\$ 261,337	\$ 283,876	\$ 274,933	\$ 280,051	\$ 293,584	\$ 309,008	\$ 318,362	\$ 339,727
Total Primary government:										
Net investment in capital assets	\$ 666,540	\$ 671,890	\$ 686,823	\$ 725,678	\$ 756,253	\$ 767,345	\$ 808,037	\$ 855,091	\$ 904,897	\$ 952,559
Restricted	26,748	21,634	27,851	33,326	38,522	42,460	48,790	50,689	45,150	52,459
Unrestricted	15,190	48,604	44,864	54,755	54,647	76,171	95,341	89,650	90,849	100,623
Total net position	\$ 708,478	\$ 742,128	\$ 759,538	\$ 813,759	\$ 849,422	\$ 885,976	\$ 952,168	\$ 995,430	\$ 1,040,896	\$ 1,105,641

CITY OF CLOVIS
CHANGES IN NET POSITION
LAST TEN FISCAL YEARS
(accrual basis of accounting)
(in thousands)

For the Fiscal Year Ended June 30,

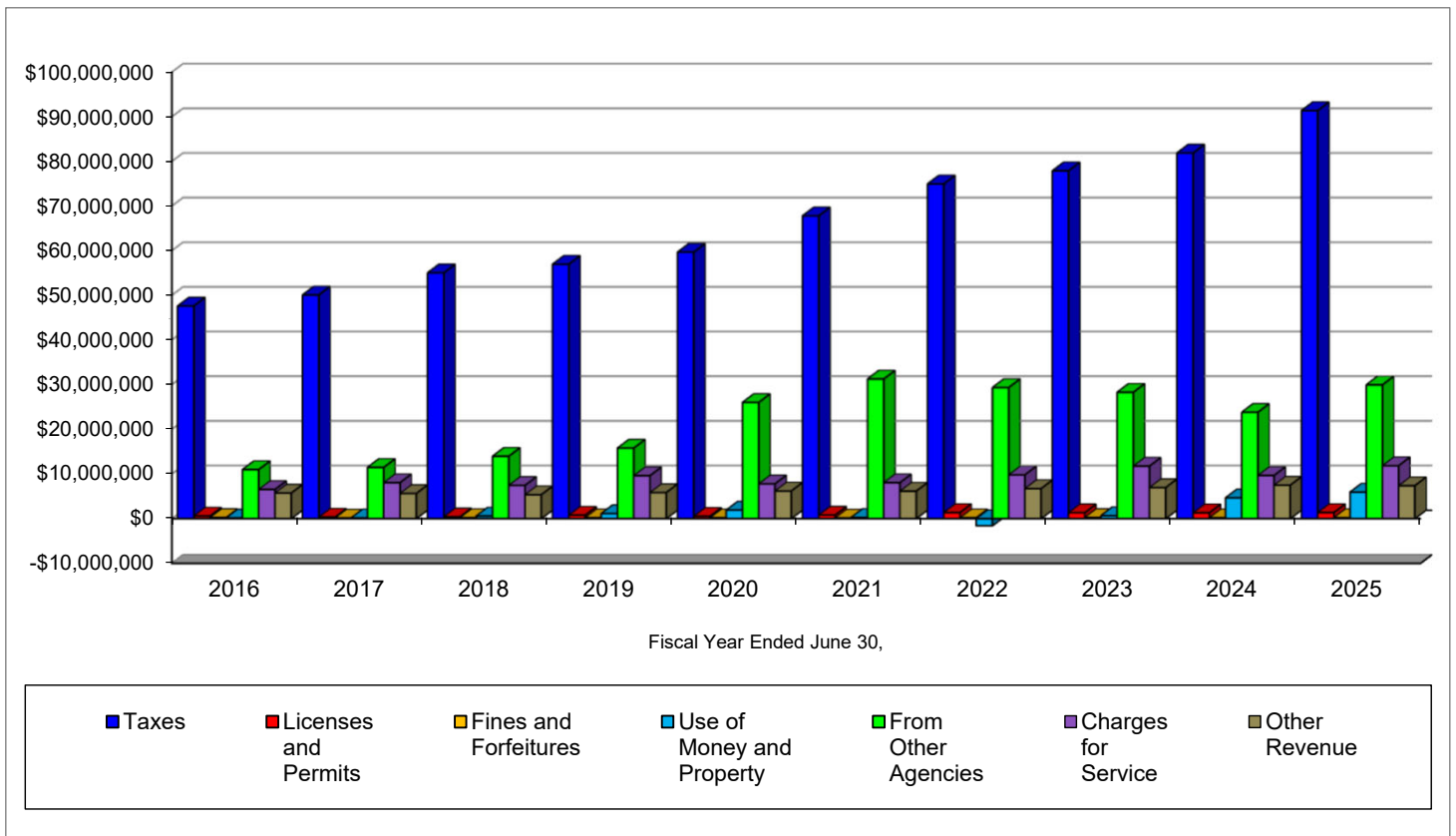
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Expenses:										
Governmental activities:										
General government	\$ 5,577	\$ 6,218	\$ 6,481	\$ 7,730	\$ 7,436	\$ 7,426	\$ 5,464	\$ 9,536	\$ 8,869	\$ 14,472
Public safety	42,027	46,258	54,529	55,860	59,876	62,766	55,415	68,280	79,683	86,854
Transportation	12,232	13,307	14,057	14,883	18,884	16,632	17,097	18,170	19,858	21,437
Community development	637	1,742	1,984	751	286	2,995	840	1,176	1,055	837
Cultural and recreation	6,196	6,703	7,212	8,118	7,115	7,174	7,825	9,261	10,293	11,154
Interest and other charges	924	886	805	755	694	726	488	462	618	547
Total governmental activities expenses	67,593	75,114	85,068	88,097	94,291	97,719	87,129	106,885	120,376	135,301
Business-type activities:										
Community sanitation	16,207	16,574	18,502	20,205	21,744	22,079	23,424	24,730	26,696	28,993
Sewer	18,553	18,235	18,862	18,738	19,465	19,541	20,366	21,031	22,317	23,088
Water	14,487	15,604	16,807	17,463	18,551	24,963	21,431	22,083	24,681	28,149
Transit	5,016	5,098	6,280	6,961	7,008	6,792	7,063	8,357	10,092	11,192
Planning & Development Services	7,781	8,555	9,410	10,443	11,662	11,338	10,076	13,740	13,748	14,050
Total business-type activities expenses	62,044	64,066	69,861	73,810	78,430	84,713	82,360	89,941	97,534	105,472
Total primary government expenses	129,637	139,180	154,929	161,907	172,721	182,432	169,489	196,826	217,910	240,773
Program revenues:										
Governmental activities:										
Charges for services:										
General government	4,875	4,640	4,497	5,137	5,069	8,934	10,165	10,203	11,037	11,444
Public safety	2,521	2,079	3,414	3,268	2,524	4,216	4,950	4,763	1,572	1,937
Transportation	6,061	7,411	7,901	15,897	17,192	15,446	16,976	21,051	17,936	17,322
Community development	301	865	307	456	935	322	383	447	21	8
Cultural and recreation	5,540	5,653	6,010	4,638	2,447	2,768	4,064	5,897	3,734	3,899
Operating grants and contributions	737	630	381	393	763	12,466	8,998	537	5,007	10,658
Capital grants and contributions	16,638	11,537	18,216	32,241	23,439	21,005	26,456	17,368	34,128	42,188
Total governmental activities program revenues	36,673	32,815	40,726	62,030	52,369	65,157	71,992	60,266	73,435	87,456

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Business-type activities:										
Charges for services:										
Community sanitation	17,692	18,083	19,235	20,022	21,116	23,166	25,034	26,559	27,056	29,453
Sewer	21,167	18,942	21,214	21,281	24,673	21,007	23,678	25,343	19,452	23,743
Water	16,599	34,174	20,923	26,115	22,032	23,542	27,751	28,214	25,437	34,194
Transit	1,608	1,597	1,692	1,729	1,920	2,675	2,921	3,007	4,000	2,791
Planning & Development Services	8,807	9,619	9,828	10,522	12,029	11,737	11,403	12,238	12,089	13,568
Operating grants and contributions	4,056	4,464	4,590	5,463	4,542	4,496	5,328	5,849	7,988	8,771
Capital grants and contributions	2,721	1,935	2,854	7,302	2,102	2,652	2,598	1,406	2,770	6,983
Total business-type activities program revenues	72,650	88,814	80,336	92,434	88,414	89,275	98,713	102,616	98,792	119,503
Total primary government program revenues	109,323	121,629	121,062	154,464	140,783	154,432	170,705	162,882	172,227	206,959
Net revenues (expenses):										
Governmental activities	(30,920)	(42,299)	(44,342)	(26,067)	(41,922)	(32,562)	(15,137)	(46,619)	(46,941)	(47,845)
Business-type activities	10,606	24,748	10,475	18,624	9,984	4,562	16,353	12,675	1,258	14,031
Total net revenues (expenses)	(20,314)	(17,551)	(33,867)	(7,443)	(31,938)	(28,000)	1,216	(33,944)	(45,683)	(33,814)
General revenues and other changes in net position										
Governmental activities:										
Taxes:										
Property taxes	20,649	22,392	24,833	26,668	28,520	30,378	33,241	36,213	39,289	41,744
Sales tax	19,120	19,676	20,432	21,597	22,394	27,526	31,106	30,238	29,516	36,341
Business license & Franchise Taxes	5,271	5,300	6,891	5,789	6,009	2,600	2,768	2,948	2,951	3,192
Transient occupancy taxes	2,552	2,705	2,871	2,896	2,743	3,538	3,780	4,310	5,401	5,386
Grants and contributions not restricted	183	178	186	504						
Unrestricted investment earnings	234	272	566	1,476	3,037	456	(2,638)	1,198	8,115	10,332
Transfers	(850)	(488)	(507)	(1,180)	(250)	(500)	(460)	(450)	(2,220)	(500)
Total governmental activities	47,159	50,035	55,272	57,750	62,453	63,998	67,797	74,457	83,052	96,495
Business-type activities:										
Unrestricted investment earnings	506	679	1,442	2,734	4,899	56	(3,280)	2,299	5,876	8,872
Transfers	850	488	507	1,180	250	500	460	450	2,220	500
Total business-type activities	1,356	1,167	1,949	3,914	5,149	556	(2,820)	2,749	8,096	9,372
Total primary government	48,515	51,202	57,221	61,664	67,602	64,554	64,977	77,206	91,148	105,867
Changes in net position										
Governmental activities	16,239	7,736	10,930	31,683	20,531	31,436	52,660	27,838	36,111	48,650
Business-type activities	11,962	25,915	12,424	22,538	15,133	5,118	13,533	15,424	9,354	23,403
Total primary government	\$ 28,201	\$ 33,651	\$ 23,354	\$ 54,221	\$ 35,664	\$ 36,554	\$ 66,193	\$ 43,262	\$ 45,465	\$ 72,053

CITY OF CLOVIS **GENERAL GOVERNMENT REVENUES BY SOURCE** **LAST TEN FISCAL YEARS**

Fiscal Year Ended June 30,	Taxes	Licenses and Permits	Fines and Forfeitures	Use of Money and Property	From Other Agencies	Charges for Service	Other Revenue	Total
2016	\$ 47,591,661	\$ 584,412	\$ 253,841	\$ 170,213	\$ 10,990,248	\$ 6,544,320	\$ 5,730,691	\$ 71,865,386
2017	50,072,582	330,336	140,193	173,524	11,473,015	8,060,073	5,634,697	75,884,420
2018	55,019,558	412,460	227,831	585,707	13,962,855	7,442,164	5,358,986	83,009,561
2019	56,949,844	778,319	195,146	1,134,952	15,787,432	9,620,602	5,831,451	90,297,746
2020	59,666,331	526,291	188,334	1,914,715	26,007,449	7,788,344	6,185,944	102,277,408
2021	67,802,558	804,977	150,920	271,010	31,247,370	8,054,434	6,153,290	114,484,559
2022	74,945,949	1,374,447	189,018	(1,578,778)	29,337,210	9,803,524	6,723,637	120,795,007
2023	77,886,573	1,332,924	260,164	664,075	28,278,996	11,761,752	6,959,681	127,144,165
2024	81,880,268	1,307,374	190,317	4,659,155	23,799,245	9,669,780	7,488,595	128,994,734
2025	91,372,668	1,370,624	225,318	5,940,415	29,946,185	11,855,723	7,374,744	148,085,677

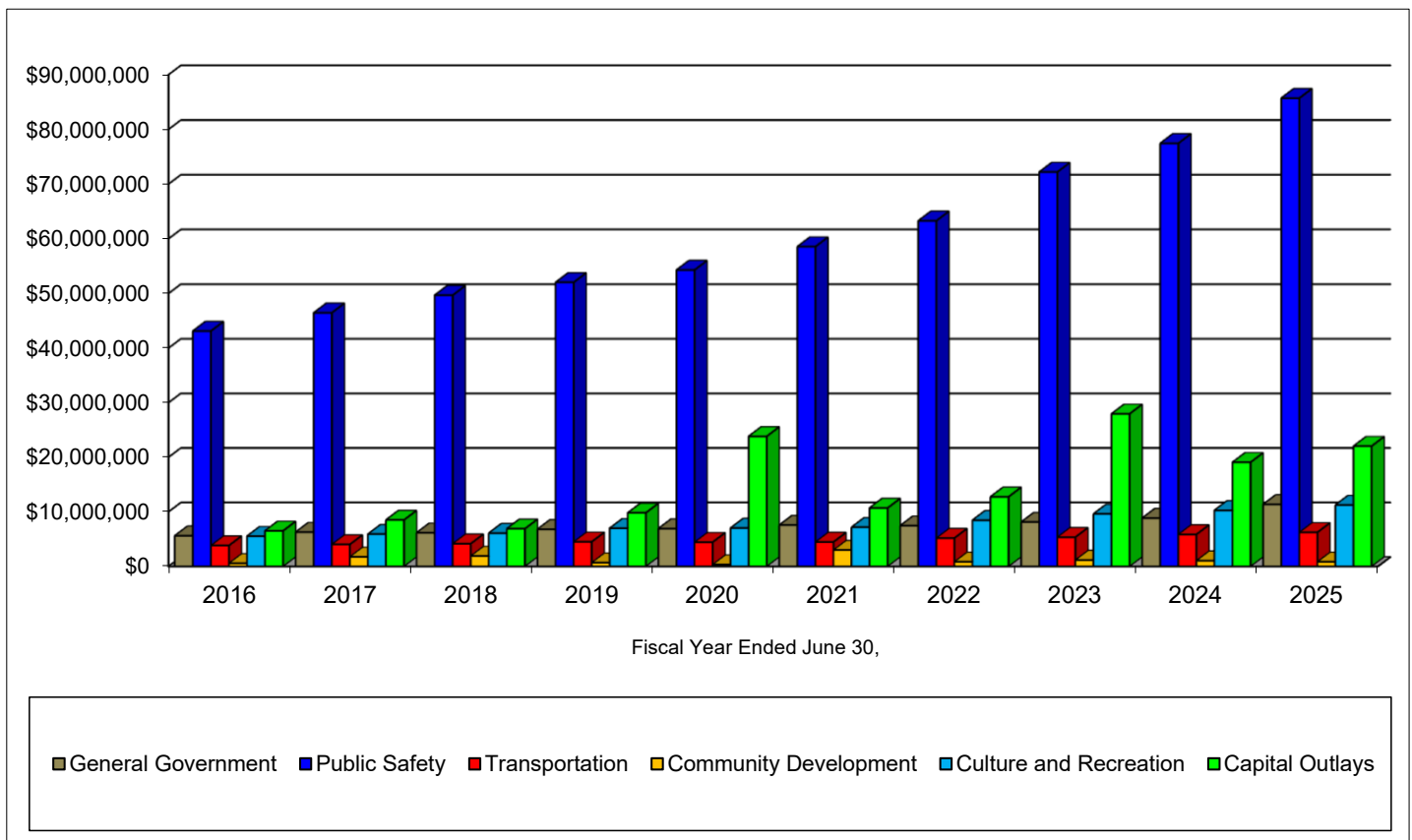
Note: Includes all governmental fund types (General, Special Revenue, Debt Service and Capital Projects Funds).



CITY OF CLOVIS **GENERAL GOVERNMENT EXPENDITURES BY FUNCTION** **LAST TEN FISCAL YEARS**

Fiscal Year Ended June 30,	General Government	Public Safety	Transportation	Community Development	Culture and Recreation	Capital Outlays	Total
2016	\$ 5,620,922	\$ 43,136,838	\$ 3,828,619	\$ 577,483	\$ 5,541,908	\$ 6,523,827	\$ 65,229,597
2017	6,287,114	46,476,211	4,032,061	1,757,867	5,914,052	8,516,678	72,983,983
2018	6,163,620	49,688,800	4,169,509	1,913,909	6,108,769	6,907,009	74,951,616
2019	6,818,113	52,034,209	4,506,493	686,251	6,993,547	9,818,090	80,856,703
2020	6,930,929	54,300,092	4,438,270	330,247	7,040,642	23,836,451	96,876,631
2021	7,576,845	58,574,671	4,481,127	2,999,876	7,179,605	10,712,079	91,524,203
2022	7,464,459	63,297,211	5,194,042	846,379	8,471,633	12,760,383	98,034,107
2023	8,120,203	72,210,311	5,362,350	1,177,004	9,617,862	27,957,286	124,445,016
2024	8,851,777	77,456,919	5,861,579	1,056,512	10,285,161	19,083,552	122,595,500
2025	11,373,386	85,717,682	6,241,804	843,644	11,253,707	22,042,897	137,473,120

Notes: Includes all governmental fund types (General, Special Revenue, Debt Service and Capital Projects Funds).



CITY OF CLOVIS
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(modified accrual basis of accounting)

	For the Fiscal Year Ended June 30,				
	2016	2017	2018	2019	2020
Revenues:					
Property taxes	\$ 20,649,898	\$ 22,391,753	\$ 24,832,576	\$ 26,667,913	\$ 28,520,413
Sales taxes	19,119,633	19,675,483	20,425,341	21,597,179	22,393,757
Business license & Franchise taxes	5,271,321	5,300,062	6,891,105	5,788,765	6,008,671
Transient occupancy taxes	2,550,809	2,705,284	2,870,536	2,895,987	2,743,490
Licenses and permits	584,412	330,336	412,460	778,319	526,291
Fines and forfeitures	253,841	140,193	227,831	195,146	188,334
Use of money and property	170,213	173,524	585,707	1,134,952	1,914,715
From other agencies	10,990,248	11,473,015	13,962,855	15,787,432	26,007,449
Charges for current services	6,544,320	8,060,073	7,442,164	9,620,602	7,788,344
Other revenues	5,730,691	5,634,697	5,358,986	5,831,451	6,185,944
Total revenues	71,865,386	75,884,420	83,009,561	90,297,746	102,277,408
Expenditures					
Current:					
General government	5,620,922	6,287,114	6,163,620	6,818,113	6,930,929
Public safety	43,136,838	46,476,211	49,688,800	52,034,209	54,300,092
Transportation	3,828,619	4,032,061	4,169,509	4,506,493	4,438,270
Community development	577,483	1,757,867	1,913,909	686,251	330,247
Cultural and recreation	5,541,908	5,914,052	6,108,769	6,993,547	7,040,642
Debt service:					
Principal					
Interest and fiscal charges					
Bond issue costs					
Capital outlays	6,523,827	8,516,678	6,907,009	9,818,090	23,836,451
Total expenditures	65,229,597	72,983,983	74,951,616	80,856,703	96,876,631
Excess (deficiency) of revenues over (under) expenditures	6,635,789	2,900,437	8,057,945	9,441,043	5,400,777
Other financing sources (uses):					
Transfers in				156,000	454,000
Transfers out	(4,050,000)	(3,188,000)	(506,700)	(1,975,000)	(3,110,000)
Total other financing sources (uses)	(4,050,000)	(3,188,000)	(506,700)	(1,819,000)	(2,656,000)
Net change in Fund balances	\$ 2,585,789	\$ (287,563)	\$ 7,551,245	\$ 7,622,043	\$ 2,744,777
Debt service as a percentage of noncapital expenditures	0.0%	0.0%	0.0%	0.0%	0.0%

CITY OF CLOVIS
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(modified accrual basis of accounting)

	For the Fiscal Year Ended June 30,				
	2021	2022	2023	2024	2025
Property taxes	\$ 30,377,419	\$ 33,240,530	\$ 36,213,178	\$ 39,288,942	\$ 41,744,457
Sales taxes	27,526,307	31,105,966	30,238,078	29,516,137	36,340,501
Business license & Franchise taxes	6,360,691	6,819,233	7,125,400	7,684,608	7,902,136
Transient occupancy taxes	3,538,141	3,780,220	4,309,917	5,390,581	5,385,574
Licenses and permits	804,977	1,374,447	1,332,924	1,307,374	1,370,624
Fines and forfeitures	150,920	189,018	260,164	190,317	225,318
Use of money and property	271,010	(1,578,778)	664,075	4,659,155	5,940,415
From other agencies	31,247,370	29,337,210	28,278,996	23,799,245	29,946,185
Charges for current services	8,054,434	9,803,524	11,761,752	9,669,780	11,855,723
Other revenues	6,153,290	6,723,637	6,959,681	7,488,595	7,374,744
Total revenues	114,484,559	120,795,007	127,144,165	128,994,734	148,085,677
Current:					
General government	7,576,845	7,464,459	8,120,203	8,851,777	11,373,386
Public safety	58,574,671	63,297,211	72,210,311	77,456,919	85,717,682
Transportation	4,481,127	5,194,042	5,362,350	5,861,579	6,241,804
Community development	2,999,876	846,379	1,177,004	1,056,512	843,644
Cultural and recreation	7,179,605	8,471,633	9,617,862	10,285,161	11,253,707
Debt service:					
Principal					
Interest and fiscal charges					
Bond issue costs					
Capital outlays	10,712,079	12,760,383	27,957,286	19,083,552	22,042,897
Total expenditures	91,524,203	98,034,107	124,445,016	122,595,500	137,473,120
Excess (deficiency) of revenues over (under) expenditures	22,960,356	22,760,900	2,699,149	6,399,234	10,612,557
Transfers in			128,000	114,000	1,192,000
Transfers out	(18,445,300)	(9,015,300)	(3,501,000)	(5,914,000)	(1,654,000)
Total other financing sources (uses)	(18,445,300)	(9,015,300)	(3,373,000)	(5,800,000)	(462,000)
Net change in Fund balances	\$ 4,515,056	\$ 13,745,600	\$ (673,851)	\$ 599,234	\$ 10,150,557
	0.0%	0.0%	0.0%	0.0%	0.0%

CITY OF CLOVIS
FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS

(modified accrual basis of accounting)

General Fund

Fiscal Year Ended June 30,	Nonspendable	Restricted	Assigned	Unassigned	Total
2016		\$ 2,738,023	\$ 11,779,000	\$ 2,925,095	\$ 17,442,118
2017		3,189,504	12,152,000	708,019	16,049,523
2018		4,309,112	12,424,000	3,618,238	20,351,350
2019		4,960,824	13,512,000	4,433,151	22,905,975
2020		5,811,491	13,748,000	4,114,250	23,673,741
2021		6,680,015	17,011,500	1,280,958	24,972,473
2022		7,434,722	20,844,500	8,414,521	36,693,743
2023		8,211,235	22,215,100	7,408,320	37,834,655
2024		9,502,005	24,262,700	4,186,284	37,950,989
2025		10,759,339	22,274,700	8,172,894	41,206,933

All Other Governmental Funds

Fiscal Year Ended June 30,	Nonspendable	Restricted	Assigned	Unassigned	Total
2016		\$ 16,002,504	\$ 4,423,900		\$ 20,426,404
2017	\$ 7,528,473	18,886,282	258,000		26,672,755
2018		26,555,512	258,000		26,813,512
2019		27,613,930	4,267,000		31,880,930
2020		32,145,941	1,712,000		33,857,941
2021		35,202,765	1,871,500		37,074,265
2022		29,800,295	9,298,300		39,098,595
2023		30,571,832	6,712,000		37,283,832
2024		35,645,732	2,121,000		37,766,732
2025		41,691,345	2,970,000		44,661,345

CITY OF CLOVIS
ASSESSED AND ESTIMATED ACTUAL VALUE OF PROPERTY
LAST TEN FISCAL YEARS

AGENDA ITEM NO. 18.

Fiscal Year Ended June 30,	Real Property		Personal Property		Exemptions	Net		Total Direct Tax Rate
	Assessed Value	Estimated Actual Value	Assessed Value	Estimated Actual Value	Homeowners	Assessed Value	Estimated Actual Value	
2016	\$ 8,696,361,855	\$ 8,696,361,855	\$ 213,125,102	\$ 213,125,102	\$ 100,450,200	\$ 8,809,036,757	\$ 8,909,486,957	0%
2017	9,179,714,485	9,179,714,485	214,596,488	214,596,488	99,120,700	9,295,190,273	9,394,310,973	0%
2018	10,033,990,678	10,033,990,678	221,666,625	221,666,625	97,686,900	10,157,970,403	10,255,657,303	0%
2019	10,593,683,186	10,593,683,186	212,862,653	212,862,653	96,576,100	10,709,969,739	10,806,545,839	0%
2020	11,401,543,797	11,401,543,797	213,768,044	213,768,044	96,322,900	11,518,988,941	11,615,311,841	0%
2021	12,221,160,827	12,221,160,827	235,685,766	235,685,766	96,035,100	12,360,811,493	12,456,846,593	0%
2022	13,064,591,432	13,064,591,432	234,727,451	234,727,451	94,233,600	13,205,085,283	13,299,318,883	0%
2023	14,175,785,247	14,175,785,247	266,218,727	266,218,727	94,756,500	14,347,247,474	14,442,003,974	0%
2024	15,201,926,453	15,201,926,453	323,846,805	323,846,805	94,444,600	15,431,328,658	15,525,773,258	0%
2025	16,133,617,594	16,133,617,594	322,881,715	322,881,715	95,405,043	16,361,094,266	16,456,499,309	0%

Note: Effective fiscal year 1981-82 and fiscal years thereafter, assessed value is 100% of market value.
The rate applied to the assessed value for county wide property tax is 1%.

Source: Fresno County Auditor Controller/Treasurer Tax Collector FY2024-25 Tax Rate Book

CITY OF CLOVIS
PROPERTY TAX RATES - DIRECT AND OVERLAPPING GOVERNMENT
LAST TEN FISCAL YEARS

Fiscal Year Ended June 30,	City of Clovis	Clovis Unified School District Bond	State Center General Obligation Bond	County Wide	Total
2016	0.000000	0.155350	0.008064	1.000000	1.163414
2017	0.000000	0.155350	0.008480	1.000000	1.163830
2018	0.000000	0.398998	0.025934	1.000000	1.424932
2019	0.000000	0.155350	0.022966	1.000000	1.178316
2020	0.000000	0.155352	0.025786	1.000000	1.181138
2021	0.000000	0.155356	0.025672	1.000000	1.181028
2022	0.000000	0.155350	0.018088	1.000000	1.173438
2023	0.000000	0.155330	0.028470	1.000000	1.183800
2024	0.000000	0.155350	0.020920	1.000000	1.176270
2025	0.000000	0.155358	0.020406	1.000000	1.175764

Note: The basis for the tax rates is per \$100 assessed valuation.

Source: Fresno County Auditor Controller/Treasurer Tax Collector FY2024-25 Tax Rate Book

**CITY OF CLOVIS
PRINCIPAL PROPERTY TAX PAYERS
CURRENT YEAR AND TEN YEARS AGO**

Taxpayer	2025			2016		
	Taxable Assessed Value (1)	Rank	Percent of Total City Taxable Assessed Value	Taxable Assessed Value (1)	Rank	Percent of Total City Taxable Assessed Value
Fresno Community Hospital & Medical CTR	\$ 160,076	1	0.91%	\$ 115,326	1	1.25%
Lennar Homes of California Inc	71,143	2	0.40%			
310 Amedeo Owner LLC	67,283	3	0.38%			
Community Hospitals of Central Calif	54,841	4	0.31%			
Ashlan Avenue Apartments LLC	53,936	5	0.31%			
RLO LLC	50,198	6	0.28%			
Prindiville Dennis Trustee	41,256	7	0.23%	41,476	3	0.45%
LTC West Inc	39,460	8	0.22%			
Wiloli LP	38,074	9	0.22%			
Copper Beech Apts LP	33,242	10	0.19%			
Pelco				41,593	2	0.45%
BRE Throne Clovis Commons LLC				38,235	4	0.41%
Winterfell Yosemite Gardens L P				25,611	5	0.28%
Clovis-Herndon Center II LLC				25,475	6	0.28%
Wal-Mart Real Estate Business Trust				24,921	7	0.27%
GSF Sunnyside Clovis Investors L P				23,098	8	0.25%
Copper Beech Townhome Communities				21,269	9	0.23%
Clovis Apartment Group LLC				20,621	10	0.22%
	<u>\$ 609,509</u>		<u>3.45%</u>	<u>\$ 377,625</u>		<u>4.09%</u>

(1) Amounts in thousands.

Source: City of Clovis-GIS
Fresno County Assessor

CITY OF CLOVIS
PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARS

Fiscal Year Ended June 30,	Total Tax Levy	Current Tax Collections	Percent of Current Taxes Collected	Delinquent Tax Collections,	Total Tax Collections	Ratio of Total Tax Collections to Total Tax Levy	Current Delinquent Taxes	Ratio of Current Delinquent Taxes to Total Tax Levy,
2016	\$ 11,475,064	\$ 11,371,562	99.1	\$ 111,527	\$ 11,483,089	100.1	\$ 159,503	1.390
2017	12,116,560	11,966,405	98.8	160,797	12,127,202	100.1	169,390	1.398
2018	13,366,204	13,159,337	98.5	268,359	13,427,696	100.5	187,528	1.403
2019	14,248,564	13,928,737	97.8	138,109	14,066,846	98.7	196,915	1.382
2020	14,932,240	14,428,282	96.6	196,398	14,624,680	97.9	244,291	1.636
2021	16,131,046	15,784,387	97.9	325,023	16,109,410	99.9	231,803	1.437
2022	17,256,877	16,649,714	96.5	282,717	16,932,431	98.1	260,234	1.508
2023	18,909,514	18,216,075	96.3	305,208	18,521,283	97.9	313,898	1.660
2024	20,468,477	19,748,488	96.5	280,221	20,028,709	97.9	349,397	1.707
2025	21,526,612	20,706,288	96.2	398,092	21,104,380	98.0	414,603	1.926

Notes: Amounts include only General Fund tax collections.

¹ Includes prior year delinquent tax collections.

² The ratio of current delinquent taxes represents the Fresno County wide rate as the County of Fresno is unable to provide the City of Clovis' delinquent tax ratio.

Sources: Fresno County Assessor's Office
Fresno County Auditor Controller

CITY OF CLOVIS
RATIOS OF OUTSTANDING DEBT BY TYPE
LAST TEN FISCAL YEARS

Fiscal Year Ended June 30.	Subscription Liability	Lease Liability	Revenue Bonds (1)	Capital Leases (1)	Loans/ Contracts Payable (1)	Notes/Direct Placements Payable (1)	Total	Debt Per AV	Debt Per Capita
Governmental Activities									
2016	\$ 0	\$ 0	\$ 0	\$ 26,850,329	\$ 1,724,379	\$ 0	\$ 28,574,708	\$ 0.004	\$ 274
2017	0	0	0	24,154,921	1,480,623	0	25,635,544	0.003	231
2018	0	0	0	22,066,356	1,195,510	0	23,261,866	0.002	204
2019	0	0	0	11,284,736	2,745,885	8,997,833	23,028,454	0.002	197
2020	0	0	0	9,413,689	2,768,483	7,992,401	20,174,573	0.002	169
2021	0	0	13,943,941	0	2,439,906	16,494,902	32,878,749	0.003	270
2022	0	0	13,773,862	0	2,170,424	13,834,128	29,778,414	0.002	241
2023	115,279	0	13,473,784	0	1,908,905	11,370,846	26,868,814	0.002	215
2024	1,102,730	577,017	13,168,706	0	2,775,567	9,077,447	26,701,467	0.002	212
2025	3,403,244	995,532	12,848,628	0	2,521,682	6,922,272	26,691,358	0.002	207
Business-type Activities									
2016	\$ 0	\$ 0	\$ 130,540,195	\$ 0	\$ 8,205,774	\$ 0	\$ 138,745,969	\$ 0.017	\$ 1,330
2017	0	0	125,639,953	0	7,350,311	0	132,990,264	0.014	1,201
2018	0	0	118,831,052	0	6,449,775	0	125,280,827	0.012	1,100
2019	0	0	114,115,888	0	5,502,287	0	119,618,175	0.011	1,022
2020	0	0	109,265,725	0	4,505,030	0	113,770,755	0.010	955
2021	0	0	104,255,563	0	3,455,186	0	107,710,749	0.010	884
2022	0	0	99,030,400	0	2,355,574	0	101,385,974	0.009	820
2023	0	0	93,585,238	0	1,203,845	0	94,789,083	0.007	761
2024	117,070	0	87,414,061	0	0	0	87,531,131	0.006	694
2025	9,210	0	80,760,516	0	0	0	80,769,726	0.005	626
Total Primary Government									
2016	\$ 0	\$ 0	\$ 130,540,195	\$ 26,850,329	\$ 9,930,153	\$ 0	\$ 167,320,677	\$ 0.021	\$ 1,604
2017	0	0	125,639,953	24,154,921	8,830,934	0	158,625,808	0.017	1,432
2018	0	0	118,831,052	22,066,356	7,645,285	0	148,542,693	0.015	1,304
2019	0	0	114,115,888	11,284,736	8,248,172	8,997,833	142,646,629	0.013	1,219
2020	0	0	109,265,725	9,413,689	7,273,513	7,992,401	133,945,328	0.012	1,124
2021	0	0	118,199,504	0	5,895,092	16,494,902	140,589,498	0.013	1,154
2022	0	0	112,804,262	0	4,525,998	13,834,128	131,164,388	0.011	1,061
2023	115,279	0	107,059,022	0	3,112,750	11,370,846	121,657,897	0.008	976
2024	1,219,800	577,017	100,582,767	0	2,775,567	9,077,447	114,232,598	0.007	906
2025	3,412,454	995,532	93,609,144	0	2,521,682	6,922,272	107,461,084	0.007	832

(1) Presented net of original issuance discounts and premiums.
Source: City of Clovis Finance Department

CITY OF CLOVIS
RATIO OF NET GENERAL OBLIGATION BONDED DEBT
TO ASSESSED VALUE AND NET GENERAL OBLIGATION BONDED DEBT PER CAPITA
LAST TEN FISCAL YEARS

Fiscal Year							Ratio of Net	Net
Ended	Estimated	Assessed	Gross Bonded	Less Debt	Net	Bonded Debt to	Bonded Debt	
June 30,	Population	Valuation	Debt (1)	Service Fund	Bonded Debt	Assessed Value	Per Capita	
2016	108,039	\$ 8,696,361,855	\$ 0	\$ 0	\$ 0	0.00%	\$ 0	
2017	110,762	9,179,714,485	0	0	0	0.00%	0	
2018	113,883	10,157,970,403	0	0	0	0.00%	0	
2019	117,003	10,709,969,739	0	0	0	0.00%	0	
2020	119,175	11,518,988,941	0	0	0	0.00%	0	
2021	121,834	12,360,811,493	0	0	0	0.00%	0	
2022	123,665	13,205,085,283	0	0	0	0.00%	0	
2023	124,523	14,347,247,474	0	0	0	0.00%	0	
2024	126,133	15,431,328,658	0	0	0	0.00%	0	
2025	129,121	16,361,094,266	0	0	0	0.00%	0	

(1) Amount does not include special assessment bonds.

Source: Fresno County Auditor Controller/Treasurer Tax Collector

CITY OF CLOVIS
RATIO OF ANNUAL DEBT SERVICE EXPENDITURES
FOR GENERAL OBLIGATION BONDED DEBT
TO TOTAL GENERAL GOVERNMENTAL EXPENDITURES
LAST TEN FISCAL YEARS

Fiscal Year Ended June 30,	<u>Principal</u>	<u>Interest</u>	<u>Total Debt Service</u>	<u>Total General Governmental Expenditures (1)</u>	<u>Ratio of Debt Service to General Government Expenditures</u>
2016	\$ 0	\$ 0	\$ 0	\$ 65,229,597	0.0
2017	0	0	0	72,983,983	0.0
2018	0	0	0	74,951,616	0.0
2019	0	0	0	80,856,703	0.0
2020	0	0	0	96,876,631	0.0
2021	0	0	0	91,524,203	0.0
2022	0	0	0	98,034,107	0.0
2023	0	0	0	124,445,016	0.0
2024	0	0	0	122,595,500	0.0
2025	0	0	0	137,473,120	0.0

(1) Includes all governmental fund types (General, Special Revenue, Debt Service and Capital Projects Funds).

CITY OF CLOVIS
COMPUTATION OF DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT
JUNE 30, 2025

2024/2025 Assessed Valuation: \$ 16,456,499,309

<u>Direct and Overlapping Debt:</u>	<u>% Applicable*</u>	<u>Debt</u>
<u>Direct Debt:</u>		
City of Clovis Direct Borrowings	100.00%	\$ 6,922,272
City of Clovis Revenue Bonds	100.00%	12,848,628
City of Clovis Loans Payable	100.00%	2,521,682
City of Clovis Subscription Liability	100.00%	3,412,454
City of Clovis Lease Liability	100.00%	995,532
Total Net Direct and Direct Bonded Debt		<u>\$ 26,700,568</u>
<u>Overlapping Bonded Debt:</u>		
Fresno County General Fund Obligations	14.699%	\$ 2,363,022
Fresno County Pension Obligations	14.699%	24,737,790
State Center Community College District	13.378%	46,809,358
Clovis Unified School District	42.515%	231,723,829
Clovis Unified School District General Fund Obligations	42.515%	66,783,942
Clovis Memorial District General Fund Obligations	45.640%	1,573,714
Fresno Unified School District	2.114%	16,801,997
Fresno Unified School District General Fund Obligations	2.114%	92,753
Sanger Unified School District	1.288%	4,815,521
Sanger Unified School District General Fund Obligations	1.288%	2,315,662
Total Gross Overlapping Bonded Debt		<u>\$ 398,017,588</u>
<u>Overlapping Tax Increment Debt:</u>		
Total Gross Overlapping Tax Increment Debt	100.00%	7,660,000
Total Gross Overlapping Debt		<u>\$ 405,677,588</u>
Total Net Direct and Overlapping Bonded Debt		<u>\$ 432,378,156 (1)</u>

(1) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and tax allocation bonds and non-bonded capital lease obligations.

Ratios to Assessed Valuation:

Total Overlapping Tax and Assessment Debt	2.47%
Total Direct and Direct Bonded Debt	0.16%
Combined Total Debt	2.63%

Ratios to Redevelopment Incremental Valuation \$1,196,248,531

Total Overlapping Tax Increment Debt	0.64%
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Share of Authorized and Unsold Bonds:

City of Clovis	\$ 2,000,000
	Hasn't changed since 1995.

Source: California Municipal Statistics & City of Clovis

*The percentage of overlapping debt applicable to the City is estimated using taxable assessed property value. Applicable percentages were estimated by determining the portion of the overlapping district's assessed value that is within the boundaries of the City divided by the district's total assessed value.

CITY OF CLOVIS
COMPUTATION OF LEGAL DEBT MARGIN INFORMATION
LAST TEN FISCAL YEARS

Fiscal Year Ended June 30,	Debt Limit	Total Net Debt Applicable to Limit	Legal Debt Margin	Total Net Debt Applicable to the Limit As a Percentage of Debt Limit
2016	\$ 1,336,423,044	0	\$ 1,336,423,044	0
2017	1,409,146,646	0	1,409,146,646	0
2018	1,538,348,595	0	1,538,348,595	0
2019	1,620,981,876	0	1,620,981,876	0
2020	1,742,296,776	0	1,742,296,776	0
2021	1,868,526,989	0	1,868,526,989	0
2022	1,994,897,832	0	1,994,897,832	0
2023	2,166,300,596	0	2,166,300,596	0
2024	2,328,865,989	0	2,328,865,989	0
2025	2,468,474,896	0	2,468,474,896	0

LEGAL DEBT MARGIN CALCULATION FOR FISCAL YEAR 2025

Assessed Valuations:

Assessed Value	\$ 16,361,094,266
Add back exempt property	95,405,043

Total Assessed Value	<u>\$ 16,456,499,309</u>
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Legal Debt Margin:

Debt Limitation-15 percent of total assessed value	\$ 2,468,474,896
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Debt applicable to Limitation:

Total bonded debt	\$ 0
Less: Amount in debt service funds available for payment of principal	<u>0</u>

Total debt applicable to Limitation	<u>0</u>
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Legal Debt Margin:	<u>\$ 2,468,474,896</u>
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CITY OF CLOVIS
REVENUE BOND COVERAGE
LAST TEN FISCAL YEARS

REFUSE DISPOSAL FUND

Fiscal Year Ended June 30,	Gross	Operating	Net Revenue	Debt Service Requirements (3)			Coverage
	Revenues (1)	Expenses (2)	Available for Debt Service	Principal	Interest	Total	
2016	\$ 16,684,608	\$ 15,578,895	\$ 1,105,713	\$ 655,000	\$ 114,268	\$ 769,268	1.44
2017	16,883,872	15,600,372	1,283,500	690,000	80,063	770,063	1.67
2018	18,030,852	16,042,168	1,988,684	725,000	12,511	737,511	2.70
2019	19,172,744	18,301,846	870,898	0	0	0	N/A
2020	19,786,605	19,599,590	187,015	0	0	0	N/A
2021	20,538,541	19,990,095	548,446	0	0	0	N/A
2022	21,809,342	21,342,044	467,298	0	0	0	N/A
2023	23,586,930	23,231,505	355,425	0	0	0	N/A
2024	24,542,122	24,109,889	432,233	0	0	0	N/A
2025	26,494,256	26,405,029	89,227	0	0	0	N/A

SEWER SERVICE FUND

Fiscal Year Ended June 30,	Gross	Operating	Net Revenue	Debt Service Requirements (3)			Coverage
	Revenues (4)	Expenses (2)	Available for Debt Service	Principal	Interest	Total	
2016	\$ 21,366,761	\$ 8,813,564	\$ 12,553,197	\$ 1,930,000	\$ 4,575,379	\$ 6,505,379	1.93
2017	19,205,582	9,069,315	10,136,267	1,480,000	2,837,163	4,317,163	2.35
2018	21,721,290	9,450,348	12,270,942	2,185,000	4,006,507	6,191,507	1.98
2019	22,175,017	10,126,785	12,048,232	2,075,000	3,806,133	5,881,133	2.05
2020	25,862,697	11,165,176	14,697,521	2,135,000	3,749,252	5,884,252	2.50
2021	20,806,290	11,339,009	9,467,281	2,210,000	3,688,531	5,898,531	1.61
2022	21,946,687	12,272,210	9,674,477	2,320,000	3,587,206	5,907,206	1.64
2023	25,557,340	13,041,364	12,515,976	2,430,000	3,466,555	5,896,555	2.12
2024	21,260,756	14,396,908	6,863,848	2,555,000	3,344,706	5,899,706	1.16
2025	25,886,618	15,268,736	10,617,882	3,540,000	3,193,206	6,733,206	1.58

WATER SERVICE FUND

Fiscal Year Ended June 30,	Gross	Operating	Net Revenue	Debt Service Requirements (3)			Coverage
	Revenues (4)	Expenses (2)	Available for Debt Service	Principal	Interest	Total	
2016	\$ 16,769,010	\$ 10,955,394	\$ 5,813,616	\$ 1,685,000	\$ 1,301,145	\$ 2,986,145	1.95
2017	18,717,047	11,977,373	6,739,674	1,755,000	1,232,816	2,987,816	2.26
2018	21,537,742	12,618,522	8,919,220	1,825,000	1,161,688	2,986,688	2.99
2019	27,118,081	13,346,057	13,772,024	1,890,000	1,087,826	2,977,826	4.62
2020	23,939,392	14,798,151	9,141,241	1,965,000	1,011,231	2,976,231	3.07
2021	22,776,199	21,116,633	1,659,566	2,050,000	958,688	3,008,688	0.55
2022	24,952,968	17,717,090	7,235,878	2,155,000	856,188	3,011,188	2.40
2023	28,597,236	18,381,039	10,216,197	2,265,000	748,438	3,013,438	3.39
2024	27,620,683	20,861,082	6,759,601	2,340,000	601,803	2,941,803	2.30
2025	38,166,672	24,191,724	13,974,948	2,410,000	518,500	2,928,500	4.77

(1) Total revenues, including interest.

(2) Total operating expenses exclusive of depreciation.

(3) Includes principal and interest of revenue bonds only. It does not include the other debt reported in the refuse and sewer funds.

(4) Total revenues, including interest and capital contributed by developers. The amount contributed by developers is available for payment of annual debt service and is therefore included in gross revenue for the purposes of this schedule.

Note: This schedule does not represent legal bond covenants.

**CITY OF CLOVIS
DEMOGRAPHIC STATISTICS
LAST TEN FISCAL YEARS**

Fiscal Year Ended June 30,	City Population	% Change	City Unemployment Rate	Fresno County Population	City Population as % of County Population	Fresno County Unemployment Rate	City Median Income
2016	108,039	3.55	7.20	984,541	10.97	9.30	62,863
2017	110,762	2.52	5.80	995,975	11.12	8.10	65,976
2018	113,883	2.82	4.40	1,007,229	11.31	7.60	78,146
2019	117,003	2.74	4.10	1,018,241	11.49	7.00	74,432
2020	119,175	1.86	12.10	1,023,358	11.65	14.60	89,398
2021	121,834	2.23	6.40	1,026,681	11.79	9.30	84,119
2022	123,665	1.50	3.40	1,011,273	12.23	5.70	84,837
2023	124,523	0.69	4.50	1,011,499	12.31	7.10	100,399
2024	126,133	1.29	4.50	1,017,431	12.40	8.10	88,828
2025	129,121	2.37	5.30	1,037,053	12.45	8.60	92,949

Sources: County of Fresno
Labor market Info EDD
United States Census
California Department of Finance

Note: Per capita income and total personal income information not available.

**CITY OF CLOVIS
PRINCIPAL EMPLOYERS
CURRENT YEAR AND TEN YEARS AGO**

Employer	2025			2016		
	Number of Employees	Rank	Percent of Total Employment*	Number of Employees		Percent of Total Employment*
Clovis Unified School District	5,817	1	14.36%	6,400	1	12.14%
Clovis Community Hospital	3,062	2	7.56%	1,680	2	3.19%
County of Fresno	1,867	3	4.61%			
Wal-Mart	1,003	4	2.48%	762	4	1.45%
City of Clovis	802	5	1.98%	656	5	1.24%
Wawona Frozen Foods	703	6	1.74%	1,276	3	2.42%
Anlin Industries	464	7	1.15%	304	9	0.58%
Costco	412	8	1.02%	295	10	0.56%
Target	406	9	1.00%	363	8	0.69%
Lowe's	200	10	0.49%			
Pelco				650	6	1.23%
Alorica				535	7	1.02%

* "Total Employment" as used above represents the total employment of all employers located within City limits based on a projection for June 2025.

Source: Employment Development Department or employer provided

**CITY OF CLOVIS
FULL-TIME CITY EMPLOYEES
LAST TEN FISCAL YEARS**

Function	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
<u>Governmental Activities</u>										
General Government	43.850	44.850	46.850	46.650	47.100	47.100	48.100	50.100	51.300	52.300
Public Safety										
Police	168.000	175.000	175.000	176.000	179.000	180.000	180.000	184.000	196.000	205.000
Fire	66.000	67.000	67.000	67.000	67.000	73.000	73.000	73.000	74.000	75.000
Transportation	13.950	14.000	14.040	14.140	16.140	16.140	17.190	17.290	17.490	17.740
Community Development	1.000	1.000	1.000	0.850	0.850	0.850	0.850	1.000	2.000	1.650
Culture & Recreation	26.000	25.750	26.630	26.630	26.680	27.680	27.930	29.830	34.230	36.230
Internal Service	30.225	31.225	31.235	30.435	32.835	32.835	32.885	34.985	35.935	36.935
Total Governmental Activities	<u>349.025</u>	<u>358.825</u>	<u>361.755</u>	<u>361.705</u>	<u>369.605</u>	<u>377.605</u>	<u>379.955</u>	<u>390.205</u>	<u>410.955</u>	<u>424.855</u>
<u>Business-Type Activities</u>										
Refuse	44.310	43.960	45.060	49.060	51.160	51.410	55.710	60.010	64.750	64.330
Sewer	11.250	11.250	12.230	12.780	13.030	13.280	13.480	15.580	16.460	18.090
Water	35.300	36.850	37.890	39.040	40.040	41.540	43.190	45.240	46.970	48.510
Street Cleaning	6.790	6.790	6.740	6.740	6.740	6.740	6.240	6.690	6.790	6.790
Transit	25.325	25.325	25.325	25.325	25.425	27.425	27.425	27.425	31.425	35.425
Planning & Dev Services	45.000	45.000	47.000	53.350	56.000	55.000	61.000	61.850	64.650	65.000
Total Business-Type Activities	<u>167.975</u>	<u>169.175</u>	<u>174.245</u>	<u>186.295</u>	<u>192.395</u>	<u>195.395</u>	<u>207.045</u>	<u>216.795</u>	<u>231.045</u>	<u>238.145</u>
Total Full-Time Employees	<u><u>517.000</u></u>	<u><u>528.000</u></u>	<u><u>536.000</u></u>	<u><u>548.000</u></u>	<u><u>562.000</u></u>	<u><u>573.000</u></u>	<u><u>587.000</u></u>	<u><u>607.000</u></u>	<u><u>642.000</u></u>	<u><u>663.000</u></u>

Source: City of Clovis - Adopted Budgets, Authorized Positions

Notes: Decimals represent the portions of employees performing duties in two or more functions.

Internal Service Functions have been included in Governmental Activities.

**CITY OF CLOVIS
CAPITAL ASSET STATISTICS
BY FUNCTION
LAST TEN FISCAL YEARS**

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Public Safety										
Police:										
Stations	1	1	1	1	1	1	1	1	1	1
Fire:										
Fire stations	5	5	5	5	5	5	5	6	6	6
Public utilities:										
Streets (miles)	391	410	415	419	421	427	431	432	435	439
Streetlights	10,479	11,022	11,088	11,692	11,702	11,700	12,023	12,127	12,447	12,503
Cultural and recreation:										
Parks	63	64	66	67	69	72	79	84	84	84
Community centers	1	1	1	1	1	1	1	1	1	1
Water:										
Water mains (miles)	514	521	535	546	555	573	585	600	603	609
Sewer										
Sanitary sewers (miles)	379	385	396	405	413	426	432	442	444	450

Source: City of Clovis

CITY OF CLOVIS
OPERATING INDICATORS BY FUNCTION
LAST TEN FISCAL YEARS

AGENDA ITEM NO. 18.

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Police:										
911 calls to dispatch*	-	-	-	-	-	181,916	183,782	185,484	159,199	172,119
Number of crimes reported	16,430	18,034	16,856	16,135	15,417	17,580	17,042	17,347	15,605	15,053
Public and Officer initiated calls for service	84,909	84,697	81,492	80,616	80,023	79,097	76,103	79,331	83,992	91,297
Fire:										
Number of emergency calls	10,069	9,661	9,974	10,399	10,662	10,274	10,772	12,183	12,491	13,235
Parks and recreation:										
Number of recreation classes	130	138	151	169	18	40	58	62	88	112
Number of facility rentals	32	32	48	68	25	20	35	64	72	89
Water:										
New connections	837	936	1,067	1,068	855	1,193	610	436	783	839
Average daily consumption (thousands of gallons)	16,883	19,083	20,849	19,929	21,682	22,939	22,944	21,604	22,018	23,339
Sewer:										
New connections	509	801	1,170	1,037	830	902	650	590	602	1,034
Average daily sewage treatment (thousands of gallons)	6,543	6,776	6,928	7,618	7,630	7,886	7,914	7,925	7,915	8,249

* Prior Fiscal Year information unavailable.

Source: City of Clovis

**CITY OF CLOVIS
BUILDING PERMIT VALUATIONS
LAST TEN YEARS**

AGENDA ITEM NO. 18.

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Valuation (in Thousands) *										
Residential	\$ 193,461	\$ 265,411	\$ 322,495	\$ 236,922	\$ 303,533	\$ 357,447	\$ 219,256	\$ 248,361	\$ 247,983	\$ 247,059
Non-residential	40,127	44,613	31,892	111,915	82,164	32,095	33,580	36,304	48,031	62,514
Total	<u>\$ 233,588</u>	<u>\$ 310,024</u>	<u>\$ 354,387</u>	<u>\$ 348,837</u>	<u>\$ 385,697</u>	<u>\$ 389,542</u>	<u>\$ 252,836</u>	<u>\$ 284,665</u>	<u>\$ 296,014</u>	<u>\$ 309,573</u>
New Dwelling Units *										
Single Family	697	925	1,046	848	884	1,148	531	658	595	637
Multiple Family	0	58	304	0	228	90	328	0	15	0
Total	<u>697</u>	<u>983</u>	<u>1,350</u>	<u>848</u>	<u>1,112</u>	<u>1,238</u>	<u>859</u>	<u>658</u>	<u>610</u>	<u>637</u>

* Prior Fiscal Year information updated to properly reflect historical quantities and values.

Source: City of Clovis Building Department

CITY OF CLOVIS
MISCELLANEOUS STATISTICS
June 30, 2025

AGENDA ITEM NO. 18.

Date of Incorporation	February 27, 1912
Form of Government	Council/Manager
Number of Employees (full-time and part-time)	802
Area (square miles)	27.84
Miles of Streets	439
Number of Street Lights	12,503
Fire Protection:	
Number of Stations	6
Number of Firefighters and Officers	68
Police Protection:	
Number of Police Officers and Other Sworn Personnel	128
Water Department:	
Number of Water Services	41,608
Miles of Water Mains	609
Sewers:	
Miles of Sanitary Sewers	450

Source: City of Clovis

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**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Independent Auditor's Report

To the Honorable Mayor and Members of City Council
of the City of Clovis
Clovis, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of Clovis, California (the "City") as of and for the year ended June 30, 2025, and the related notes to the basic financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated November 26, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's basic financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

To the Honorable Mayor and Members of City Council
of the City of Clovis
Clovis, California
Page 2

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "The PwC Group, LLP". The signature is written in a cursive, flowing style.

San Diego, California
November 26, 2025

**REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM,
ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE,
AND ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**

Independent Auditor's Report

To the Honorable Mayor and Members of City Council
of the City of Clovis
Clovis, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Clovis, California's (the "City") compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2025. The City's major federal programs are identified in the summary of the auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2025.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs.

To the Honorable Mayor and Members of City Council
 of the City of Clovis
 Clovis, California
 Page 2

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards*, and the Uniform Guidance, we

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

To the Honorable Mayor and Members of City Council
of the City of Clovis
Clovis, California
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The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City as of and for the year ended June 30, 2025, and the related notes to the financial statements, and have issued our report thereon dated November 26, 2025, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming our opinions on the City's financial statements. The accompanying Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain other procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards is fairly stated in all material respects in relation to the basic financial statements as a whole.



San Diego, California
November 26, 2025

City of Clovis

Schedule of Expenditures of Federal Awards

For the Year Ended June 30, 2025

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Federal Expenditures	Amounts Provided to Subrecipients
U.S. Department of Housing and Urban Development				
<i>Direct Program:</i>				
CDBG Entitlement Grants Cluster:				
Community Development Block Grant-Entitlement	14.218	B-22-MC-06-0062	\$ 28,938	\$ -
Community Development Block Grant-Entitlement	14.218	B-23-MC-06-0062	94,599	-
Community Development Block Grant-Entitlement	14.218	B-24-MC-06-0062	419,753	-
Community Development Block Grant-Entitlement	14.218	B-20-MW-06-0062	14,160	-
		CDBG Entitlement Grants Cluster	557,450	-
		Total U.S. Department of Housing and Urban Development	557,450	-
U.S. Department of the Interior, Bureau of Reclamation				
<i>Direct Program:</i>				
WaterSMART Program	15.514	BOR-DO-20-F002	19,460	19,266
		Total U.S. Department of the Interior, Bureau of Reclamation	19,460	19,266
U.S. Department of Justice				
<i>Direct Programs:</i>				
Justice Assistance Grant Program	16.738	15PBJA-24-GG-04554-JAGX	16,156	-
		Total U.S. Department of Justice	16,156	-
U.S. Department of Transportation				
<i>Passed-Through California State Department of Transportation:</i>				
Highway Planning and Construction:				
Highway Planning and Construction	20.205	06-5208	5,045,573	-
		Highway Planning and Construction Total	5,045,573	-
<i>Passed-Through California Office of Traffic Safety:</i>				
Highway Safety Cluster:				
State and Community Highway Safety	20.600	PT24046	13,511	-
State and Community Highway Safety	20.600	PT25154	19,875	-
		Highway Safety Cluster Total	33,386	-
Minimum Penalties for Repeat Offenders for Driving While Intoxicated	20.608	PT24046	15,907	-
Minimum Penalties for Repeat Offenders for Driving While Intoxicated	20.608	PT25154	68,708	-
		Minimum Penalties for Repeat Offenders for Driving While Intoxicated Total	84,615	-
		Total U.S. Department of Transportation	5,163,574	-
U.S. Department of Health and Human Services				
<i>Passed-Through Fresno-Madera Area Agency on Aging:</i>				
Aging Cluster:				
Special Programs for the Aging, Title III, Part C	93.045	25-0051ARP	48,000	-
		Aging Cluster Total	48,000	-
		Total U.S. Department of Health and Human Services	48,000	-
U.S. Department of Homeland Security				
<i>Direct Programs:</i>				
Staffing for Adequate Fire and Emergency Response	97.083	EMW-2019-FF-00250	109,928	-
<i>Passed-Through County of Fresno:</i>				
State Homeland Security Program (SHSP)	97.067	97.067	62,168	-
		Total U.S. Department of Homeland Security	172,096	-
		Total Expenditures of Federal Awards	\$ 5,976,736	\$ 19,266

City of Clovis
Notes to the Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2025

Note 1 – Reporting Entity

The financial reporting entity consists of (a) the primary government, City of Clovis, California (the “City”), (b) organizations for which the primary government is financially accountable, including the Clovis Community Development Agency (dissolved on February 1, 2012 and established a Successor Agency, which is reported as a private-purpose trust fund in the City’s financial statements), Clovis Municipal Development Corporation, and Clovis Public Financing Authority, and (c) other organizations for which the primary government is not accountable, but for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity’s financial statements to be misleading or incomplete.

Note 2 – Basis of Accounting

Funds received under the various grant programs have been recorded within the General Fund, special revenue, and enterprise funds of the City. The City utilizes the modified accrual method of accounting for the General Fund and special revenue funds and full accrual basis of accounting for the enterprise funds. The accompanying Schedule of Expenditures of Federal Awards (the “Schedule”) is presented in accordance with the requirements of *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and includes the federal award activity for the year ended June 30, 2025. Therefore, some amounts presented in the schedule may differ from amounts presented in, or used in, the preparation of the City’s basic financial statements.

Note 3 – Schedule of Expenditures of Federal Awards

The accompanying Schedule presents the activity of all federal financial assistance programs of the City. Federal financial assistance received directly from federal agencies as well as federal financial assistance passed through the State of California, County of Fresno, Fresno-Madera Area Agency on Aging, and/or City of Fresno are included in the Schedule. The Schedule was prepared from only the accounts of various grant programs and, therefore, does not present the financial position, change in net position or fund balance, or results of operations and cash flows of the City.

Note 4 – Subrecipients

The City passed-through \$19,266 in Federal Assistance Listing No. 15.514 WaterSMART Program funding to the Fresno Metropolitan Flood Control District during the fiscal year ended June 30, 2025.

Note 5 – Indirect Cost Rate

The City has elected to use the de minimis indirect rate as allowed under the Uniform Guidance (10 percent of modified total direct costs for awards issued prior to October 1, 2024 and 15 percent for awards issued or amended on or after October 1, 2024).

Note 6 – Contingencies

Under the terms of federal and state grants, additional audits may be requested by the grantor agencies and certain costs may be questioned as not being appropriate expenditures under the terms of the grants. Such audits could lead to a request for reimbursement to the grantor agencies.

City of Clovis
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

SECTION I – SUMMARY OF AUDITOR’S RESULTS

Financial Statements

Type of auditor’s report issued:	Unmodified
Internal control over financial reporting:	
• Material weakness(es) identified?	No
• Significant deficiency(ies) identified?	None Reported
Noncompliance material to financial statements noted?	No

Federal Awards

Internal control over major programs:	
• Material weakness(es) identified?	No
• Significant deficiency(ies) identified?	None Reported
Type of auditor’s report issued on compliance for major programs	Unmodified
Any audit findings disclosed that are required to be reported in Accordance with 2 CFR 200.516(a)?	No
Identification of major programs:	

Name of Federal Program or Cluster	Federal Assistance Listing Number	Federal Expenditures
Major Programs:		
Highway Planning and Construction	20.205	\$ 5,045,573
Total Major Program Expenditures		\$ 5,045,573
Total Expenditures of Federal Awards		\$ 5,976,736
Percentage of Total Expenditures of Federal Awards		84.42%

Dollar threshold used to distinguish between type A and type B programs	\$750,000
Auditee qualified as low-risk auditee in accordance with 2 CFR 200.520?	Yes

City of Clovis
Schedule of Findings and Questioned Costs (Continued)
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

SECTION II – FINANCIAL STATEMENT FINDINGS

A. Current Year Financial Statement Findings

No financial statement findings were noted for the year ended June 30, 2025.

B. Prior Year Financial Statement Findings

No financial statement findings were noted for the year ended June 30, 2024.

SECTION III – FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

A. Current Year Findings and Questioned Costs – Major Federal Award Program Audit

No findings or questioned costs were noted on major federal award programs for the year ended June 30, 2025.

B. Prior Year Findings and Questioned Costs – Major Federal Award Program Audit

No findings or questioned costs were noted on major federal award programs for the year ended June 30, 2024.

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**REPORT ON COMPLIANCE AND OTHER MATTERS
AND ON INTERNAL CONTROL OVER FINANCIAL REPORTING BASED ON AN AUDIT OF THE FINANCIAL
STATEMENTS IN RELATION TO THE LOCAL TRANSPORTATION PURPOSE FUNDS PERFORMED IN
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Independent Auditor's Report

To the Honorable Mayor and Members of City Council
of the City of Clovis
Clovis, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Clovis, California (the "City"), as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated November 25, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting ("internal control") as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, including the requirements of the California Public Utilities Code Section 142257 regulations as it applies to Local Transportation Purpose Funds noncompliance, with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with such provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported herein under the California Public Utilities Code Section 142257 regulations as applies to Local Transportation Purpose Funds and *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

The PwC Group, LLP

San Diego, California
November 26, 2025

INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES

To the Honorable Mayor and Members of City Council
of the City of Clovis
Clovis, California

We have performed the procedures enumerated below to the accompanying Appropriations Limit Schedule of the City of Clovis, California (City) for the year ended June 30, 2025. The management of the City is responsible for the Appropriations Limit Schedule.

The City has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of meeting the requirements set forth in Section 1.5 of Article XIII-B of the California Constitution. These procedures, which were suggested by the League of California Cities and presented in the publication entitled *Agreed-upon Procedures Applied to the Appropriations Limitation Prescribed by Article XIII-B of the California Constitution*, were performed solely to assist you in meeting the requirements. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and the associated findings are as follows:

1. We obtained the completed worksheets for the year ended June 30, 2025 and compared the limit and annual adjustment factors included in those worksheets to the limit and annual adjustment factors included in those worksheets to the limit and annual adjustment factors that were adopted by resolution of the City Council. We also compared the population and inflation options included in the aforementioned worksheet to those that were selected by a recorded vote of the City Council.

Finding: No exceptions were noted as a result of our procedures.

2. For the accompanying Appropriations Limit Schedule, we added the last year's limit to the total adjustments, and agreed the resulting amount to this year's limit.

Finding: No exceptions were noted as a result of our procedures.

3. We compared the current year information presented in the accompanying Appropriations Limit Schedule to corresponding information in worksheets used by the City.

Finding: No exceptions were noted as a result of our procedures.

4. We compared the prior year appropriations limit presented in the accompanying Appropriations Limit Schedule to the prior year appropriations limit adopted by the City Council for the prior year.

Finding: No exceptions were noted as a result of our procedures.

To the Honorable Mayor and Members of the City Council
of the City of Clovis
Clovis, California
Page 2

We were engaged by the City to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to, and did not, conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the accompanying Appropriation Limit Schedule. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the City Council and management of the City and is not intended to be and should not be used by anyone other than these specified parties. However, this report is a matter of public record and its distribution is not limited.

The Pw Group, LLP

San Diego, California
November 26, 2025

City of Clovis
Appropriations Limit Schedule
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

	<u>Amount</u>	<u>Source</u>
A. Appropriations Limit FY 2024	\$ 404,728,778	Prior year
B. Calculation Factors:		
1) Population increase %	1.0142	State Department of Finance
2) Inflation increase %	<u>1.0362</u>	State Department of Finance
3) Total adjustment %	1.0509	(B1*B2)
C. Annual Adjustment Increase	20,606,378	[A*(B3-1)]
D. Other Adjustments:		
1) Loss responsibility (-)	-	N/A
2) Transfer to private (-)	-	N/A
3) Transfer to fees (-)	-	N/A
4) Assumed responsibility (+)	-	N/A

City of Clovis
Notes to Appropriations Limit Schedule
For the Year Ended June 30, 2025

AGENDA ITEM NO. 18.

Note 1 – Purpose of Limited Procedures Review

Under Article XIII B of the California Constitution (the Gann Spending Limitation Initiative), California governmental agencies are restricted as to the amount of annual appropriations from proceeds of taxes. Effective for years beginning on or after July 1, 1990, under Section 1.5 of Article XIII B, the annual calculation of the appropriations limit is subject to a limited procedures review in connection with the annual audit.

Note 2 – Method of Calculation

Under Section 10.5 of Article XIII B, for fiscal years beginning on or after July 1, 1990, the appropriations limit is required to be calculated based on the limit for the fiscal year 1986-87, adjusted for the inflation and population factors discussed in Notes 3 and 4 below.

Note 3 – Population Factors

A California governmental agency may use as its population factor either the annual percentage change of the jurisdiction's own population or the annual percentage change in population of the county where the jurisdiction is located. The factor adopted by the City for fiscal year 2025 represents the annual percentage change in population for the City.

Note 4 – Inflation Factors

A California governmental agency may use as its inflation factor either the annual percentage change in the 4th quarter per capita personal income (which percentage is supplied by the State Department of Finance) or the percentage change in the local assessment roll from the preceding year due to the change of local nonresidential construction. The factor adopted by the City for fiscal year 2025 represents the annual percentage change in per capita personal income.

Note 5 – Other Adjustments

A California government agency may be required to adjust its appropriations limit when certain events occur, such as the transfer of responsibility for municipal services to, or from, another government agency or private entity. The City had no such adjustments for fiscal year 2025.



November 26, 2025

To the Honorable Mayor and Members of the City Council
of the City of Clovis
Clovis, California

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Clovis (the “City”) for the year ended June 30, 2025, and have issued our report thereon dated November 26, 2025. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards* and the Uniform Guidance, as well as certain information related to the scope and timing of our audit. We have communicated such information in our letter to you dated May 1, 2025. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the basic financial statements.

New Accounting Standards

GASB Statement No. 101 – In June 2022, GASB issued Statement No. 101, *Compensated Absences*. The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. Application of this statement had a moderate effect on the City’s financial reporting for the fiscal year ended June 30, 2025.

GASB Statement No. 102 – In December 2023, GASB issued Statement No. 102, *Certain Risk Disclosures*. The objective of this Statement is to provide users of government financial statements with essential information about risks related to a government's vulnerabilities due to certain concentrations or constraints which may limit a government's ability to acquire resources or control spending. Application of this statement did not have a significant effect on the City’s financial reporting for the fiscal year ended June 30, 2025.

We noted no other new accounting policies were adopted and the application of existing policies was not changed during 2025. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management’s knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

Attachment 2



To the Honorable Mayor and Members of the City Council
 of the City of Clovis
 Clovis, California
 Page 2

The most sensitive estimates affecting the City's financial statements were:

- Investments valuation
- Depreciation on capital assets
- Amortization on intangible assets
- "More likely than not" calculation of accrued sick time for compensated absences liability
- Landfill post-closure obligation
- Claims payable
- Net pension liability

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

Note I – Summary of Significant Accounting Policies
 Note II – Reconciliation of Government-Wide and Fund Financial Statements
 Note IV – Detailed Notes on All Funds

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated November 26, 2025.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

To the Honorable Mayor and Members of the City Council
of the City of Clovis
Clovis, California
Page 3

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the MD&A, Budgetary Comparison Schedules for General Fund and Major Special Revenue Funds, the Schedule of Changes in Net Pension Liability and Related Ratios for CalPERS, and the Schedule of Pension Contributions for CalPERS, which are RSI that supplement the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the Combining and Individual Fund Financial Statements and the Budgetary Comparison Schedules, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the Introductory and Statistical Sections, which accompany the financial statements but are not RSI. We did not audit or perform other procedures on this other information and we do not express an opinion or provide any assurance on it.

Restriction on Use

This information is intended solely for the use of the City Council and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

A handwritten signature in black ink that reads "The PwC Group, LLP". The signature is written in a cursive, flowing style.

San Diego, California