



CITY *of* CLOVIS

AGENDA • CITY COUNCIL MEETING

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

September 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 Ashbeck

ROLL CALL

PRESENTATIONS/PROCLAMATIONS

1. Presentation of Proclamation Recognizing September 17th through 23rd as Constitution Week.

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.

2. Administration - Approval - Minutes from the September 8, 2025, Council Meeting.
3. Finance - Approval - Res. 25-____, Budget Amendment to Increase Expenditures Related to Approved Negotiated Salary and Benefit Adjustments; and Authorizing Amendments to the City's Compensation Plan.
4. Fire – Approval – Res. 25-____, Adopting the City of Clovis Local Hazard Mitigation Plan (LHMP) Annex as part of the Fresno County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP).
5. Fire – Approval – Res. 25-____, Amending the FY 2025-2026 Fire Department Budget to reflect the \$31,000 awarded in 2025 State Homeland Security Grant Program (SHSGP) to fund Fire Department radio equipment.
6. Fire – Approval - Various actions related to the purchase of two (2) Type 6 fire engines to be used as fire squad apparatus by the Fire Department: a) Waive the City's formal bidding requirements, b) Authorize the sole-source purchase of two (2) Boise Mobile Equipment (BME) Type 6 fire engines from Golden State Fire Apparatus in Sacramento, CA for \$870,731.26, and c) Authorize the City Manager to sign the purchase agreements.
7. Fire – Approval – Res. 25-____, Confirming Weed Abatement and Rubbish Charges for 2025.
8. Planning and Development Services – Approval – Final Acceptance for CIP 23-02, Herndon Avenue Street Improvements, with the final contract cost of \$1,435,781.86.
9. Planning and Development Services – Approval – Final Acceptance for CIP 25-01 Rubberized Cape Seal 2025, with the final contract cost of \$1,677,106.08.
10. Planning and Development Services – Approval – Authorize the City Manager to execute a Farm Lease Agreement between the City of Clovis and Gil Management, Inc., for the property located at 3778 East Behymer Avenue.

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.

11. Consider Approval and Conduct a Public Hearing - Res. 25-____, Amended and Restated Resolution Authorizing the City to Join the Statewide Community Infrastructure Program, Authorizing California Statewide Communities Development Authority (CSCDA) to Accept Applications, Levy Assessments and Special Taxes, Form Assessment and Community Facilities Districts, Approve Form of Acquisition Agreement, and Authorize Related Actions.

Staff: Paul Armendariz, Assistant City Manager

Recommendation: Approve

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

12. Workshop - Mental Health Liaison Officer, A new approach for Clovis Police Department.

Staff: Mollie Jacobsen, Mental Health Liaison

Recommendation: Receive and File

CITY MANAGER COMMENTS

COUNCIL COMMENTS

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

13. Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Andrew Haussler, Paul Armendariz, Amy Hance,
Jay Schengel, Scott Cross
Employee organization: Unrepresented Employees

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:

Oct. 6, 2025 (Mon.)
Oct. 13, 2025 (Mon.)
Oct. 20, 2025 (Mon.)

CITY of CLOVIS

Proclamation

Recognizing U.S. Constitution Week

WHEREAS, September 17, 2025, marks the two hundred and thirty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, The U.S. Constitution was adopted in a Constitutional Convention on the 17th of September, 1787, and thus became the supreme law of the United States of America in order to secure and guarantee the rights of all free citizens of the United States of America; and

WHEREAS, The U.S. Constitution stands today as the oldest written document, of its kind, in the history of all mankind, as a result of the efforts of, and at great cost to, the patriots that founded our great nation, the United States of America; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through 23rd as Constitution Week.

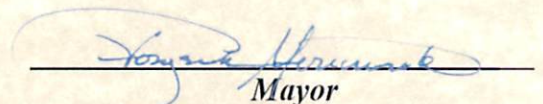
NOW, THEREFORE, BE IT RESOLVED, that the Clovis City Council, on behalf of the citizens of Clovis, does proclaim the week of September 17th through 23rd as

Constitution Week

AND urge all citizens to study the Constitution and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves, in humble respect for the patriots from our past that gave their all so that their fellow citizens, and those yet unborn in our nation, should remain free in perpetuity to enjoy the rights of Life, Liberty, and the Pursuit of Happiness.

IN WITNESS THEREOF, I hereunto set my hand and cause the official seal of the City of Clovis to be affixed this 15th day of September 2025.




Mayor

CLOVIS CITY COUNCIL MEETING

September 8, 2025

6:00 P.M.

Council Chamber

Meeting called to order by Mayor Mouanoutoua at **6:01**
Flag Salute led by Mayor Pro Tem Pearce

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

Mayor Mouanoutoua requested a moment of silence in honor of former Fresno State President and CSU Chancellor Joseph Castro following his recent passing.

PRESENTATION – 6:03

6:03 – ITEM 1 - Presentation of Proclamation Declaring September 2025 as National Service Dog Month.

6:08 – ITEM 2 - Presentation by the Fresno Chaffee Zoo.

PUBLIC COMMENTS – 6:18

Mayor Mouanoutoua noted for the record that 24 public comments were received regarding the Clovis Senior Center and the Dance Instructor, as well as one comment from Joseph Thomason.

Brian Wilson, resident, requested that the City Council issue a proclamation designating the Clovis on Tour book as the official children’s book of Clovis and inquired about the creation of an Advisory Committee for Seniors.

Steven Quick, father of the late Caleb Quick, spoke to raise awareness of the negative impacts of Proposition 57 and invited the Council to attend an event on October 11, 2025, at 10:00 a.m. in River Park.

Comments were received regarding the Clovis Senior Center, Dance Floor Instructor, and Personnel from Sharon Foster, Dr. Bernie McPherson, Peggy Bridges, Debbie Graeber, Nelly Sanchez, Unknown resident, Mary Bracci, Henry Wegermann, Barbara Collins, Lesley Haywood Unknown resident, Jim Ray, Philip Flick, Vince Prince, Lee Minyard, Corina, April, Christina Palmer, and Belinda Jones. Speakers expressed support for bringing back the Dance Floor Instructor and personnel at the Senior Center.

Hans Kam, resident, spoke regarding the need for pickleball in Clovis.

Comments were made to place “In God We Trust” in the Council Chambers. Spoke in support: Bill Scott, Kathy Reinhardt, Kay Errotabere, Brian Wilson, and Eric Rollins. Spoke in opposition: Dr. Jeni-Ann Kren.

CONSENT CALENDAR – 7:40

Upon call, there was no public comment.

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

3. Administration - Approval - Minutes from the September 2, 2025, Council Meeting.
4. Administration – Approval – **Res. 25-95**, Approving an agreement between the City of Clovis and the Fresno County Transportation Authority for Measure C Funded Environmental Enhancement Program – Transit Oriented Development Subprogram Cycle XIII Funds for the 135 Osmun Senior Apartments Pedestrian Sidewalk Connection Project, in the amount of \$427,714 in grant funds; and authorizing the City Manager, or designee, to execute the Agreement, any amendments, and any related documents thereto, as may be necessary to participate in the Program; and Approval – **Res. 25-96**, Amend the 2025-2026 Community Investment Program Budget for Street Improvement Fund, to include Osmun Senior Apartments Sidewalk Project in the amount of \$427,714.
5. Administration - Approval - A Community Development Block Grant (CDBG) Subrecipient Agreement with Marjaree Mason Center for \$59,578 in 2025-2026 CDBG funds; and Authorize the City Manager to execute the CDBG Agreement, and any amendments thereto, for the provision of services to domestic violence survivors.
6. Finance – Receive and File – Investment Report for the Month of April 2025.
7. Finance – Receive and File – Treasurer’s Report for the Month of April 2025.
8. Finance – Receive and File – Investment Report for the Month of May 2025.
9. Finance – Receive and File – Treasurer’s Report for the Month of May 2025.

PUBLIC HEARINGS – 7:40

- 7:40 ITEM 10 - Consider Approval – **Res. 25-97**, Adoption of the City of Clovis 2024-2025 Consolidated Annual Performance and Evaluation Report (CAPER) for expenditure of Community Development Block Grant Funds and Authorize submittal to the U.S. Department of Housing and Urban Development.

Upon call, there was no public comment.

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

ADMINISTRATIVE ITEMS – 8:02

- 8:02 ITEM 11 - Workshop - Real Time Information Center Introduction.

Eric Rollins, resident, asked about funding and training for officers to utilize the new tools in the Clovis Police Department.

COUNCIL ITEMS – 8:35

8:35 ITEM 12 - Consider – Update on Advance Clean Fleet and Innovative Clean Transit regulations; and Approval of submittal of a Comment letter to the California Air Resources Board (CARB) on the Regulations.

Mike Prandini, resident, spoke regarding the impact on residents and transit riders and inquired about the cost and potential new transit fees to residents.

Motion for approval by Councilmember Bessinger, seconded by Mayor Pro Tem Pearce. Motion carried by unanimous vote.

CITY MANAGER COMMENTS – 8:53

City Manager Haussler announced upcoming park tour stops at San Gabriel Park, Pasa Tiempo Park, and Dry Creek Park through September; 9/11 Run to Remember and 9/11 Ceremony; reported the first General Plan Advisory Committee meeting on September 11th; announced ClovisFest at the end of September; noted that the community survey has been distributed to a sample group of residents; and acknowledged the Garnet Fire and the public resources responding to it.

COUNCIL COMMENTS – 8:54

There was consensus of the City Council to send a letter of opposition regarding Proposition 50.

There was consensus of the City Council to place an item on a future agenda to discuss and consider displaying “In God We Trust” in the Council Chambers, with the understanding that it would be privately funded.

There was consensus of the City Council to prepare a proclamation designating the official City of Clovis children’s book.

CLOSED SESSION – 9:14

Upon call, there was no public comment.

ITEM 13 - GOVERNMENT CODE SECTION 54957.6 CONFERENCE WITH LABOR NEGOTIATORS AGENCY DESIGNATED REPRESENTATIVES: ANDREW HAUSSLER, PAUL ARMENDARIZ, AMY HANCE, BETHANY BERUBE, SCOTT CROSS EMPLOYEE ORGANIZATIONS: CLOVIS PUBLIC WORKS EMPLOYEE ASSOCIATION AND TRANSIT EMPLOYEES BARGAINING UNIT

RECONVENE INTO OPEN SESSION AND REPORT FROM CLOSED SESSION

No action taken.

ADJOURNMENT

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

Meeting adjourned: 10:03 p.m.

Mayor

City Clerk



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department

DATE: September 15, 2025

SUBJECT: Finance - Approval - Res. 25-____, Budget Amendment to Increase Expenditures Related to Approved Negotiated Salary and Benefit Adjustments; and Authorizing Amendments to the City's Compensation Plan.

ATTACHMENTS: 1. Res. 25-____, Budget Amendment

RECOMMENDATION

For the City Council to approve a resolution amending the 2025-2026 Budget for all departments to provide for the cost of the approved negotiated salary and benefit adjustments.

EXECUTIVE SUMMARY

Between May 12, 2025, and July 7, 2025, Council approved updated Memoranda of Understanding with the City's eight bargaining units, as well as approved updates to certain management salaries and benefits. The newly negotiated salaries and benefits were more than what was provided for in the adopted 2025-2026 Budget. Therefore, it is necessary to adopt a resolution that increases expenditures in each department to reflect the additional costs that were agreed to by the City.

BACKGROUND

The fiscal year 2025-2026 Budget was adopted on June 9, 2025. The City included within that adopted budget a 3% cost-of-living increase for all full-time employees. However, negotiations with the City's eight bargaining units resulted in a variety of other equity and benefit adjustments.

In addition, certain bargaining units included side letters for the City to address compaction issues after the conclusion of negotiations by September 30, 2025. Below is a list of those positions that required additional salary adjustments to relieve compaction within their units.

CEA

Administrative Assistant

CPWEA

Maintenance Worker

Waste Recycling Maintenance Worker

Parts Runner

TEBU

Lead Bus Driver

CPSEA

Lead Public Safety Dispatcher

The amounts needed for these adjustments have been included in the budget amendment total below.

The total amount of the budget amendment necessary for all funds is approximately \$3.8 million.

The total amount of the budget amendment specifically for the General Fund and Measure Y Fund is approximately \$2.9 million and \$0.12 million respectively. This represents ongoing costs for negotiated increases in employee salaries and benefits.

These additional costs were not included in the adopted budget; therefore, staff is bringing forth a budget amendment to increase the expenditures for salaries and benefits for all affected departments.

FISCAL IMPACT

The attached budget amendment resolution outlines the expenditure impact to each department and fund. Existing resources within each fund will be utilized to cover the additional costs of the negotiated salary and benefit increases.

REASON FOR RECOMMENDATION

The approval of this resolution is necessary to reflect within the budget the increased costs that will be incurred due to the negotiated salary and benefit increases. Modifications to the City's Compensation Plan require City Council's approval.

ACTIONS FOLLOWING APPROVAL

The budget will be amended to reflect the changes to each department's salary and benefit expenditure line items. The City's Compensation Plan will be updated to include these changes.

CONFLICT OF INTEREST

None.

Prepared by: Jose Cortez, Accounting Supervisor

Reviewed by: City Manager *AH*

RESOLUTION 25-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AN AMENDMENT TO THE ANNUAL BUDGET FOR FISCAL YEAR 2025-2026

WHEREAS, the City Council adopted the 2025-2026 Budget on June 9, 2025; and

WHEREAS, the City Council approved the Memorandum of Understanding between the City and its eight bargaining units on May 12, 2025, June 2, 2025, June 16, 2025, and July 7, 2025; and

WHEREAS, the City Council approved certain wage and benefit changes for its unrepresented and executive management employees on July 7, 2025; and

WHEREAS, the additional expenditures needed for these negotiated salary and benefit adjustments were not included in the 2025-2026 Budget.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis approves the budget amendment as shown in the “Summary of Expenditures by Department” and the “Summary of Expenditures by Fund” attached as Attachment A; and will modify the City’s Compensation Plan to include these changes.

* * * * *

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

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk

SUMMARY OF EXPENDITURES BY DEPARTMENT

Department

City Manager	\$102,200
General Services	\$242,600
Finance	\$18,800
Planning & Development Services	\$224,300
Police	\$1,427,900
Fire	\$1,401,100
Public Utilities	\$356,400

Total	\$3,773,300
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SUMMARY OF EXPENDITURES BY FUND

Fund

General Fund	\$2,895,500
Measure Y Fund	\$118,100
Housing & Community Development	\$15,500
Liability & Property Insurance	\$4,600
Employee Benefits	\$7,400
Fleet Maintenance	\$11,700
General Government Services	\$7,200
Community Sanitation	\$97,300
Sewer Service	\$42,300
Water Service	\$109,100
Transit	\$202,100
Planning & Development Services	\$224,300
Information Technology	\$38,200

Total	\$3,773,300
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CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Fire Department

DATE: September 15, 2025

SUBJECT: Fire – Approval – Res. 25-__, Adopting the City of Clovis Local Hazard Mitigation Plan (LHMP) Annex as part of the Fresno County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP).

ATTACHMENTS: 1. Res. 25-
2. City of Clovis LHMP Annex

RECOMMENDATION

For the City Council to approve a resolution adopting the Clovis-specific LHMP Annex.

EXECUTIVE SUMMARY

The Disaster Mitigation Act (DMA) of 2000 and 44 Code of Federal Regulations 201.6 requires a Local Hazard Mitigation Plan (LHMP) to be prepared before a disaster to guide risk reduction activities prior to an event. In coordination with Fresno County, Clovis followed the process required by the DMA to analyze both the County risk and City of Clovis risk from natural hazards. The (MJHMP) and LHMP are the result of that process. Specifically, these plans identify natural hazard risks faced regionally and locally, establish a means to coordinate available resources, and outline actions to reduce or eliminate risks.

The MJHMP and LHMP Annex have received tentative approval from the California Office of Emergency Services (CalOES) and the Federal Emergency Management Agency (FEMA). To be fully executed and approved, Council must formally adopt each plan and direct staff to incorporate the City of Clovis LHMP into the Safety Element of the General Plan as part of the General Plan Update process. In addition, jurisdictions must adopt the plan if they wish to be eligible for various federal mitigation, preparedness, or response grant funding.

BACKGROUND

Hazard mitigation is defined as any action that reduces the effects of future disasters. It has been proven that hazard mitigation is most effective when based on an inclusive, comprehensive, long-term plan that is developed before a disaster occurs. However, in the past, many communities have undertaken mitigation actions with good intentions but with little advance planning. In some of these cases, decisions have been made impulsively in the wake of a disaster. In other cases, decisions may have been made in advance but without careful

consideration of all options, effects, and/or contributing factors. The results have been mixed at best, leading to suboptimal use of limited resources.

The primary purpose of hazard mitigation planning is to identify community policies, actions, and tools for implementation over the long term that will result in a reduction in risk and potential for future losses community wide. This is accomplished by using a systematic process of learning about the hazards that can affect Clovis, setting clear goals, identifying appropriate actions, following through with an effective mitigation strategy, and keeping the plan current. The update of the existing LHMP began in December of 2023. Utilizing grant monies received for the planning process, Fresno County and participating jurisdictions selected Witt O'Briens to facilitate and develop the plan. Under the contract, Witt O'Briens was charged with:

- Assist in establishing the Hazard Mitigation Planning Committee as defined by the DMA.
- Meet DMA requirements for the entire LHMP update process.
- Assist in facilitating the public input process.
- Produce the draft and final plan documents.
- Coordinate the CalOES and FEMA Region IX plan reviews.

Through public involvement in the process, the LHMP and Clovis annex will support important community goals and objectives, and influence future decision making to include hazard reduction considerations. LHMP development and adoption will enable Clovis to better identify sources of technical and financial resources outside of traditional venues.

Local governments without an approved LHMP will not be eligible to receive Hazard Mitigation Grant Program (HMGP) project grants for disasters. Also affected will be future mitigation project funding awarded through the Flood Mitigation Assistance (FMA) program, the Pre-Disaster Mitigation (PDM) grant programs, and the U.S. Small Business Administration's (SBA) low-interest, pre-disaster, small business loan program.

FISCAL IMPACT

Failure to adopt the MJHMP and LHMP annex places the City of Clovis at risk of losing eligibility for future disaster reimbursement and mitigation funding—potentially amounting to millions of dollars, depending on the scale of the disaster or project.

REASON FOR RECOMMENDATION

The cost to address the effects of disasters is greater than advance planning and mitigation. The most meaningful steps in avoiding the impacts of hazards are taken at the local level with a focus on a sustained program of planning and implementation. Participation in the Fresno County Multi-Jurisdictional Hazard Mitigation Plan is an efficient use of staff resources and ensures Clovis is appropriately represented within a regional plan.

ACTIONS FOLLOWING APPROVAL

Staff will develop a maintenance plan, incorporate the LHMP into the General Plan during the General Plan Update process and send a copy of the resolution and cover letter to FEMA recognizing adoption.

CONFLICT OF INTEREST

None.

Prepared by: Chad Fitzgerald, Life Safety Enforcement Manager

Reviewed by: City Manager AK

RESOLUTION 25-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS ADOPTING THE CITY OF CLOVIS LOCAL HAZARD MITIGATION PLAN ANNEX AS PART OF THE FRESNO COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

WHEREAS, the City of Clovis adopted a Local Hazard Mitigation Plan (LHMP) meeting the requirements of Section 409 of the Robert T. Stanford Disaster Relief and Emergency Assistance Act of 1988, Section 322 of the Disaster Mitigation Act of 2000, and Sections 8685.9 and 65302.6 of the California Government Code in 2009; and

WHEREAS, the City of Clovis recognizes the consequences of disasters and the need to reduce impacts of natural-caused and human-caused hazards; and

WHEREAS, the toll on families, individuals, and businesses can be immense after a disaster, both emotionally and economically; and

WHEREAS, time, money, and the emotional effort to respond and recover from these disasters diverts public resources and attention from other necessary programs and problems; and

WHEREAS, the LHMP builds on the objectives and actions established in the Safety Element of the City's adopted General Plan and will be incorporated into the General Plan; and

WHEREAS, the LHMP has been reviewed by all relevant departments, boards, committees, local agencies, the public, and the California Emergency Management Agency (CalOES); and

WHEREAS, approval of the LHMP by FEMA constitutes formal completion of the MJHMP and LHMP and establishes eligibility for the City to pursue hazard mitigation funds.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis does hereby adopts the Fresno County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) and City of Clovis Local Hazard Mitigation Plan annex.

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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 _____, 2025, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk

Annex A: City of Clovis



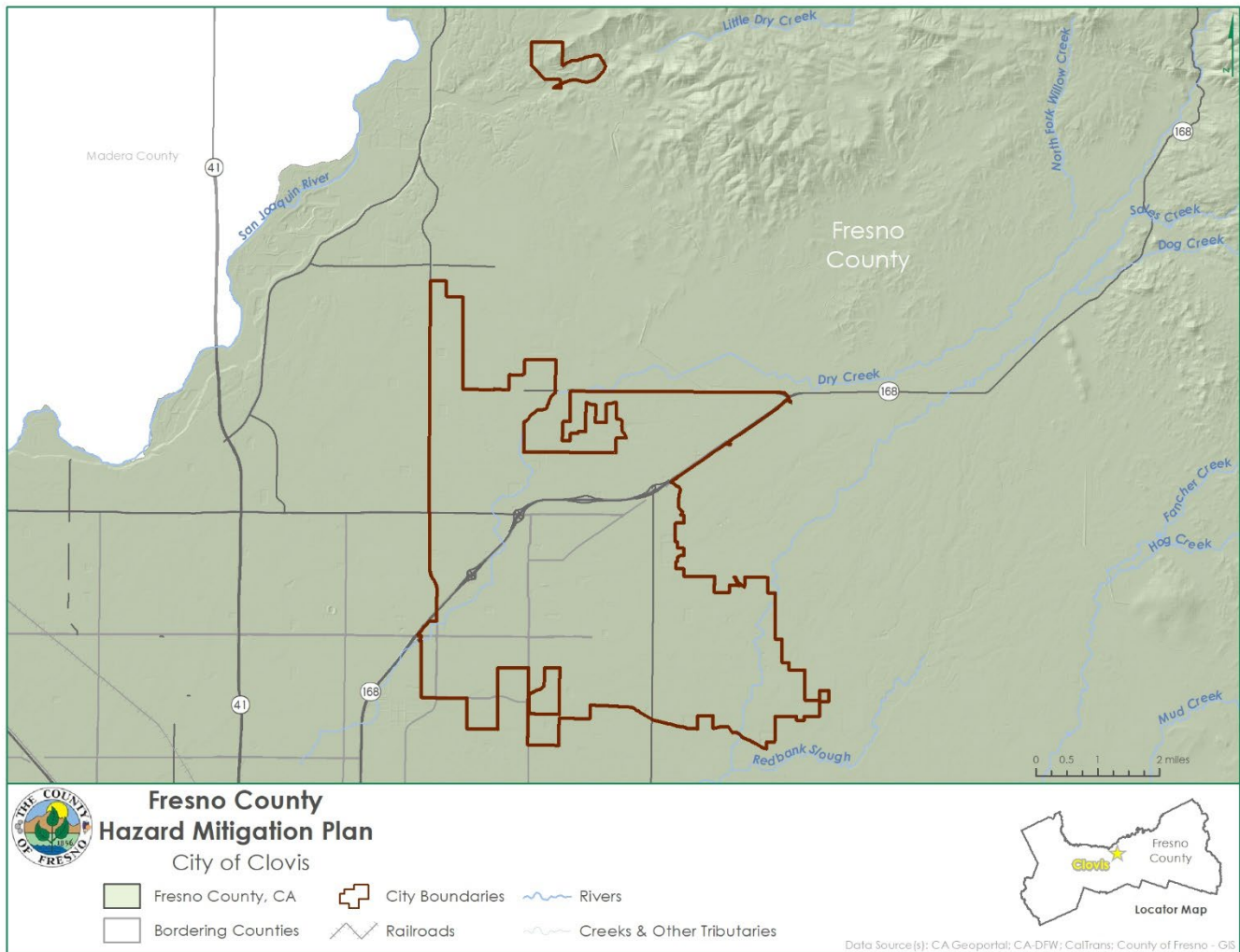
PARTICIPATION

To update the City of Clovis' jurisdictional annex, the City had the opportunity to consult and engage local stakeholders and partners during the planning process as needed. Additionally, during the planning process, the Witt O'Brien's consulting team provided opportunities for the City of Clovis' input. These opportunities included completing worksheets (such as the Capability Assessment, Hazard Risk Assessment, and Mitigation Strategy Worksheets), reviewing and providing feedback on the draft jurisdictional annex, providing feedback during planning team meetings, and providing feedback through emails or phone calls. The City of Clovis did not engage with stakeholders outside of those invited by the Hazard Mitigation Planning Committee. These stakeholders are documented in Appendix B.

COMMUNITY PROFILE

Figure 1. City of Clovis displays a map and the location within Fresno County of the City of Clovis.

Figure 1. City of Clovis



Source: CA-Geoportal; CA-DFW; CalTrans; County of Fresno - GIS

GEOGRAPHY AND CLIMATE

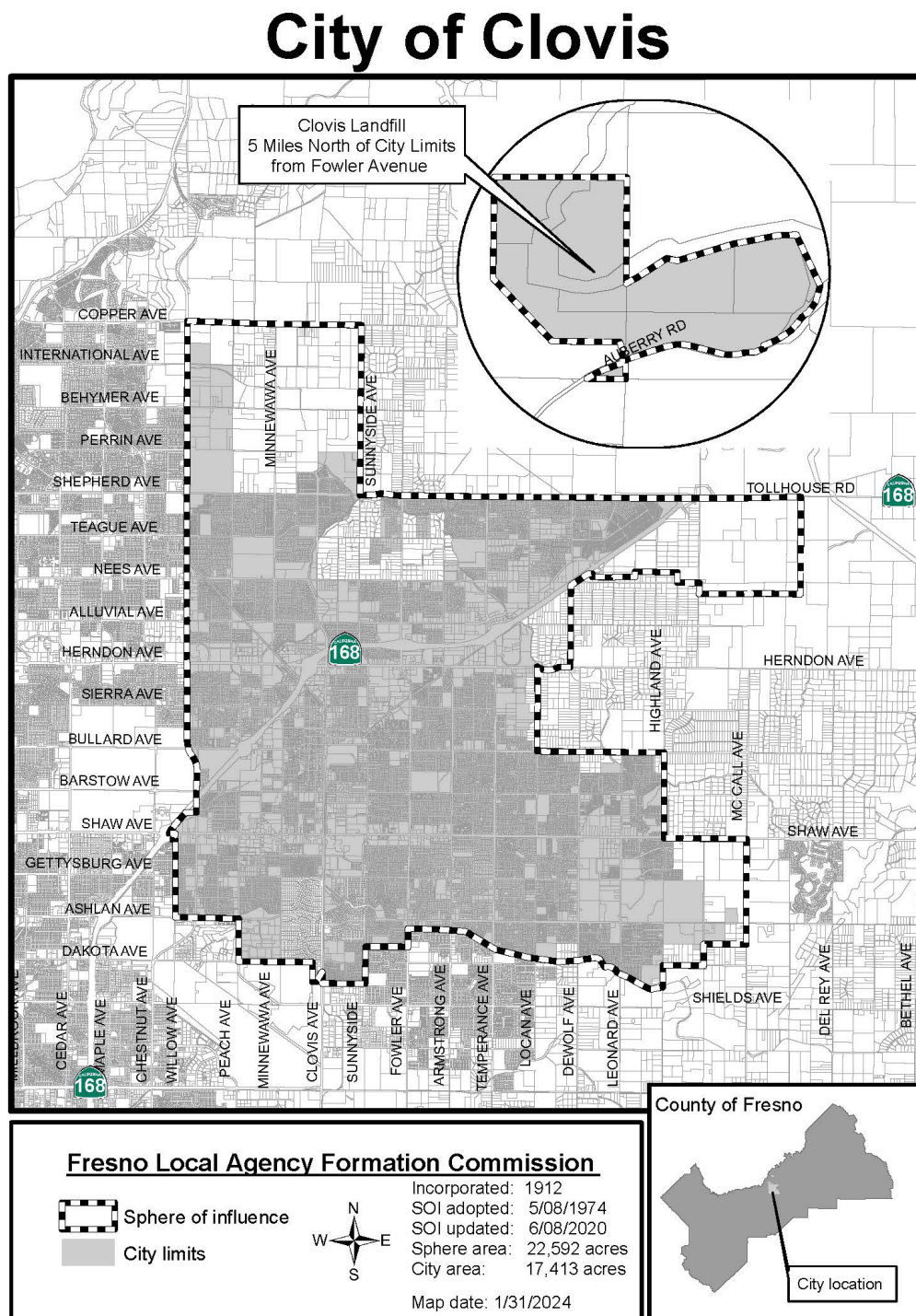
Located in the northeast quadrant of the Fresno-Clovis Metropolitan Area in northern Fresno County, Clovis is situated in the midst of the agriculturally rich San Joaquin Valley. The Clovis planning area encompasses, which include the Sphere of Influence (SOI), is approximately 40,000 acres, shown in **Figure 2. City of Clovis Limits and Sphere of Influence**. In recent years, the city has annexed land in the southeast near Dog Creek and expanded its Sphere of Influence in the north. All lands outside of the City's Sphere of Influence are regulated by the Fresno County General Plan and zoning designations. However, state law requires that cities plan for areas outside of their immediate jurisdiction if the areas have a direct relationship to planning needs.

Clovis consists of three distinct geographical areas: The City, which represents the incorporated City within the City limit boundaries; the Sphere of Influence, which corresponds to the City's existing Sphere of Influence; and the study area, which includes unincorporated Fresno County lands outside of the City's Sphere of Influence. Immediately beyond Clovis to the northeast are the western foothills of the Sierra Nevada Mountains. The City of Fresno and its Sphere of Influence are located to the southwest. The southwestern portion of Clovis is characterized by mostly urbanized land uses, whereas the northern and eastern portions of Clovis are predominantly rural in nature, comprised of agricultural, rural, residential, and vacant land uses.

Clovis has an average annual temperature of 64.9°F and receives 17.1 inches of rain, shown in the figure below. While the average is relatively temperate, summer and winter months bring unique weather patterns to the region. During the winter, high temperatures hover in the 50's. **Figure 3. Fresno-Yosemite International Airport Monthly Normals for Precipitation and Temperature (1991-2020)** shows the monthly temperature and precipitation normals for the nearest National Weather Service (NWS) weather station which is at the Fresno-Yosemite International Airport. Combined with the regional geography and precipitation during this time, Clovis experiences numerous days with dense fog, which has its greatest impact on transportation: accident rates jump 50 percent on foggy days. ¹

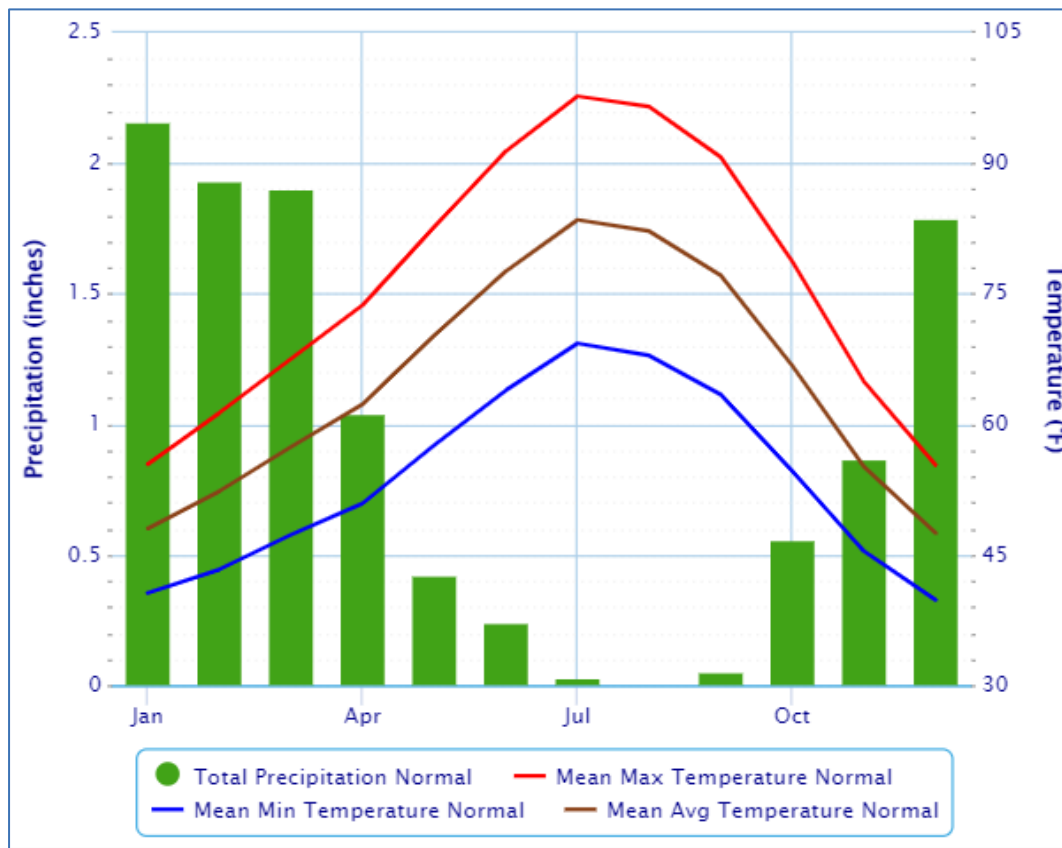
¹ Clovis Fire Department, Community Risk Assessment Standards of Cover 2022-2027 <https://cityofclovis.com/wp-content/uploads/2022/11/Standards-of-Cover-2022-2027.pdf>

Figure 2. City of Clovis Limits and Sphere of Influence



Source: Fresno Local Agency Formation Commission,
https://www.fresnolafo.org/files/d49225f78/Clovis_01312024.pdf

Figure 3. Fresno-Yosemite International Airport Monthly Normals for Precipitation and Temperature (1991-2020)



Source: National Weather Service (NWS)

The figure above shows the monthly precipitation and temperature normal for the Fresno-Yosemite International Airport weather station, which is the closest station to the City of Clovis.

During the summer months, the region has extended periods where temperatures exceed 100°F. While the average temperature is 90°F during the summer, these extended heat waves impact the medically fragile, elderly, and animal populations. In addition to heat waves, the Fresno County region continues to suffer regular drought due to lower than normal snowpack in the Sierra Nevada, which supplies water for agricultural use and replenishes the groundwater supply.

HISTORY

The City of Clovis was named after the spirited pioneer, Clovis M. Cole, who spent nearly all of his life in the vicinity. The area was known for the thousands of acres of wheat that he had cultivated. The first thoughts of settlement, however, are credited to Padre Martin, who explored the area in 1806 while searching for a mission site. Missionaries and trappers were the first nonnative people to roam the area. Miners soon followed during the gold rush, forcibly displacing the many Native American tribes that were settled in the foothills and near the rivers.

Another early settler, Marcus Pollasky, proposed and coordinated the construction of a railroad through the grain, cattle, and mining country and into the timber-rich forests of the nearby Sierra. The City eventually grew up around the San Joaquin Division of the Southern Pacific Railroad, which played an important role in the founding and growth of Clovis. In addition to the arrival of the railroad, the completion of the 42-mile-long Shaver log flume, development of the 40-acre Clovis mill and finishing plant, expansion of grain production, and the livestock industry all contributed to the founding of Clovis in 1891. The City was incorporated in 1912.

ECONOMY

The City’s economic base consists of retail sales and services and light manufacturing. Availability of housing, quality hospital care, excellent schools with modern facilities, responsive safety services, a mild climate, access to varied recreational opportunities, and strong community identity all contribute to Clovis’ reputation as a great place to live.

Clovis has actively maintained a small-town community spirit as envisioned by its founders, exemplified by such community events as the annual Rodeo Days, Big Hat Days, and Clovisfest celebration. This community pride, combined with Clovis’ unique growth opportunities, continues to attract new residents, developers, businesses, and industries to the City.

Select estimates of economic characteristics for the City of Clovis are shown **Table 1. City of Clovis' Economic Characteristics**.

Table 1. City of Clovis' Economic Characteristics

Characteristics	City of Clovis
Persons in Poverty	8.4%
Median Household Income `	\$98,554
Median gross rent	\$1,482
Per Capita Income	\$41,909
Employed (16 years +)	66.4%
Unemployment	7.51%
Total employer establishments	N/A

Source: U.S. Census Bureau American Community Survey 2018-2022 5-Year Estimates, www.census.gov/

Table 2. City of Clovis' Employment by Occupation and **Table 3. City of Clovis' Employment by Industry** show how the City of Clovis’ labor force breaks down by occupation and industry based on estimates from the 2018-2022 American Community Survey.

Table 2. City of Clovis' Employment by Occupation

Occupation	# Employed	% Employed
Management, business, science, and arts occupations	24,265	39.50%

Occupation	# Employed	% Employed
Service Occupations	10,588	17.24%
Sales and Office Occupations	14,146	23.03%
Natural Resources, Construction, and Maintenance Occupations	4,079	6.64%
Production, transportation, and material moving occupations	8,347	13.59%
Total	61,425	100.00%

Source: U.S. Census Bureau American Community Survey 2018-2022 5-Year Estimates, www.census.gov/

Table 3. City of Clovis' Employment by Industry

Industry	# Employed	% Employed
Educational Services, and Health Care and Social Assistance	18,288	29.77%
Retail Trade	6,388	10.40%
Professional, Scientific, and Mgmt., and Administrative and Waste Mgmt. Services	5,323	8.67%
Manufacturing	2,620	4.27%
Arts, Entertainment, and Recreation, and Accommodation, and Food Services	4,392	7.15%
Construction	4,919	8.01%
Finance and Insurance, and Real Estate and Rental and Leasing	2,870	4.67%
Public Administration	3,907	6.36%
Other Services, Except Public Administration	3,165	5.15%
Wholesale Trade	2,075	3.38%
Transportation and Warehousing, and Utilities	5,754	9.37%
Agriculture, Forestry, Fishing and Hunting, and Mining	1,114	1.81%
Information	610	0.99%
Total	61,425	100.00%

Source: U.S. Census Bureau American Community Survey 2018-2022 5-Year Estimates, www.census.gov/

POPULATION

According to the U.S. Census Bureau's 2022 Population Estimates, the total population for the City of Clovis was estimated at 124,556. Select demographic and social characteristics for the City of Clovis from the 2018-2022 American Community Survey are shown in **Table 4. City of Clovis' Demographic and Social Characteristics**.

Table 4. City of Clovis' Demographic and Social Characteristics

Characteristics	City of Clovis
Gender/Age	
Male	48.7%
Female	51.3%
Median Age	34.8
Under 5 Years	6.9%
Under 18 Years	28.9%
65 Years and Over	13.1%
Race/Ethnicity	
White	59.3%
Asian	11.6%
Black or African American	3.1%
American Indian/Alaska Native	1.5%
Hispanic or Latino (of any race)	34.3%
Education	
High school graduate or higher	92.9%
Disability Status	
Persons with a disability, under age 65 years	6.6%

Source: U.S. Census Bureau American Community Survey 2018-2022 5-Year Estimates, www.census.gov/

HAZARD IDENTIFICATION AND SUMMARY

Clovis' planning team identified the hazards that affect the City and summarized their frequency of occurrence, spatial extent, potential magnitude, and significance specific to Clovis (see **Table 6. City of Clovis - Hazard Summaries**). **Table 5. Risk Methodology** shows methodology to how the hazards were ranked. In the context of the plan's planning area, there are no hazards that are unique to Clovis.

Table 5. Risk Methodology

RF Value = {(Probability x .30) + (Impact x .30) + (Spatial Extent x.20) + (Warning Time x .10) + (Duration x .10)}				
Risk Assessment Category	Degrees of Risk			Weight Value
Probability: What is the likelihood of a hazard event occurring in a given year?	Unlikely	Less than 1% annual probability	1	30%
	Possible	Between 1% and 49.9% annual probability	2	
	Likely	Between 50% and 90% annual probability	3	
	Highly Likely	Greater than 90% annual probability	4	
Impact: In terms of injuries, damage, or death, would you anticipate impacts to be minor, limited, critical, or catastrophic when a significant hazard event occurs?	Minor	Very few injuries, if any. Only minor property damage and minimal disruption on quality of life. Temporary shutdown of critical facilities.	1	30%
	Limited	Minor injuries. More than 10% of property in affected area damaged or destroyed. Complete shutdown of critical facilities for more than one day.	2	
	Critical	Multiple deaths / injuries possible. More than 25% of property in affected area damaged or destroyed. Complete shutdown of critical facilities for more than a week.	3	
	Catastrophic	High number of deaths / injuries possible. More than 50% of property in affected area damaged or destroyed. Complete shutdown of critical facilities for 30 days or more.	4	
Spatial Extent: How large of an area could be impacted by a hazard event? Are	Negligible	Less than 1% of area affected	1	20%
	Small	Between 1% and 10.9% of area affected	2	
	Moderate	Between 11% and 25% of area affected	3	

RF Value = {(Probability x .30) + (Impact x .30) + (Spatial Extent x.20) + (Warning Time x .10) + (Duration x .10)}				
Risk Assessment Category	Degrees of Risk			Weight Value
impacts localized or regional?	Large	Greater than 25% of area affected	4	
Warning Time: is there usually some lead time associated with the hazard event? Have warning measures been implemented?	More than 24 hours	Self-Defined	1	10%
	12 to 24 hours	Self-Defined	2	
	6 to 12 hours	Self-Defined	3	
	Less than 6 hours	Self-Defined	4	
Duration: how long does the hazard event usually last?	Less than 6 hours	Self-Defined	1	10%
	Less than 24 hours	Self-Defined	2	
	Less than 1 week	Self-Defined	3	
	More than 1 week	Self-Defined	4	

Table 6. City of Clovis - Hazard Summaries

Hazard	0.3	0.3	0.2	0.1	0.1	Overall Risk
	Probability	Impact	Spatial Extent	Warning Time	Duration	
Agricultural Hazards	Highly Likely	Minor	Negligible	12-24 hours*	Less than 1 week*	Medium
Avalanche	Unlikely	Minor	Negligible	Less than 6 hours	Less than 6 hours	Low
Dam Failure	Possible	Critical	Large	Less than 6 hours	Less than 24 hours*	Medium*
Drought	Highly Likely**	Limited	Large	More than 24 hours	More than a week	Medium
Earthquake	Possible	Critical	Large	Less than 6 hours	Less than 6 hours	Medium*
Flood/Levee Failure	Likely	Critical	Large	More than 24 hours	Less than 1 week	High
Hazardous Materials	Possible	Critical	Large	Less than 6 hours	Less than 1 week	High
Human Health Hazards						
Epidemic/Pandemic	Possible	Catastrophic	Large	More than 24 hours	More than 1 week	High
West Nile Virus	Highly Likely	Minor	N/A	N/A	N/A	Low
Severe Weather						
Extreme Cold/Freeze/Heat	Highly Likely	Minor	Large	More than 24 hours	Less than 1 week	Medium*
Fog	Likely	Minor	Large	More than 24 hours	Less than 24 hours	Medium
Heavy Rain/Thunderstorm/Hail/Lightning/Wind	Likely	Minor	Large	More than 24 hours	Less than 24 hours	Medium
Winter Storm	Highly Likely	Minor	Large	More than 24 hours	Less than 24 hours	Medium*
Tornado	Possible	Minor	Large	Less than 6 hours	Less than 6 hours	Low*
Soil Hazards						
Erosion	Possible	Minor	Negligible	N/A	N/A	Low
Expansive Soils	Possible	Minor	Negligible	N/A	N/A	Low
Landslide	Unlikely	Minor	Negligible	N/A	N/A	Low
Land Subsidence	Possible	Limited	No Data	N/A	N/A	Low
Volcano	Unlikely	Minor	Negligible	Less than 6 hours*	More than 1 week*	Low
Wildfire	Possible	Limited	Small	12-24 hours*	More than 1 week*	Medium

*Rated on an average basis. For example, warning time for agricultural hazards vary by the type of hazard (When under the Warning Time and Duration column).

**Hazard “Overall Risk” column differs from the risk factor methodology used based on the jurisdiction’s Hazard Risk Assessment Worksheet. For example, the “Overall Risk” for a hazard may be High but the jurisdiction assessed the hazard to be a Low risk based on other factors.*

***The City of Clovis feels that the frequency of drought within their jurisdiction merits reflecting this hazard as highly likely, which differs from the assessments found elsewhere in this plan.*

Note: N/A was identified for hazard characteristics when the information was not available or relevant to the hazard/jurisdiction.

VULNERABILITY ASSESSMENT

The intent of this section is to assess Clovis' vulnerability separate from that of the planning area, which has already been assessed in the Vulnerability Assessment section in the main plan. This vulnerability assessment analyzes the population, property, and other assets at risk to hazards ranked of medium or high significance that may vary from other parts of the planning area.

The information to support the hazard identification and risk assessment for this Annex was collected through a worksheet, which was distributed to each participating municipality or special district to complete during the 2024 plan update. Information collected was analyzed and summarized to identify and rank all the hazards that could impact anywhere within the County, as well as to rank the hazards and to identify the related vulnerabilities unique to each jurisdiction.

Each participating jurisdiction was in support of the main hazard summary identified in the base plan. However, the hazard summary rankings for each jurisdictional annex may vary slightly due to specific hazard risk and vulnerabilities unique to that jurisdiction (See **Table 6. City of Clovis - Hazard Summaries**). Identifying these differences helps the reader to differentiate the jurisdiction's risk and vulnerabilities from that of the overall County.

The hazard risk reflects overall ranking for each hazard and is based on the City of Clovis' HMPC member input from the Risk Assessment Worksheet and the risk assessment developed during the planning process (see Chapter 4 of the base plan), which included a more detailed qualitative analysis with best available data.

The hazard summaries reflect the hazards that could potentially affect the City. The discussion of vulnerability for each of the following hazards is in the Estimating Potential Losses section. **Those hazards that are not profiled in the vulnerability assessment were identified as consistent with the County's overall vulnerability assessment. See Chapter 4 Risk Assessment for details on vulnerability to these hazards.**

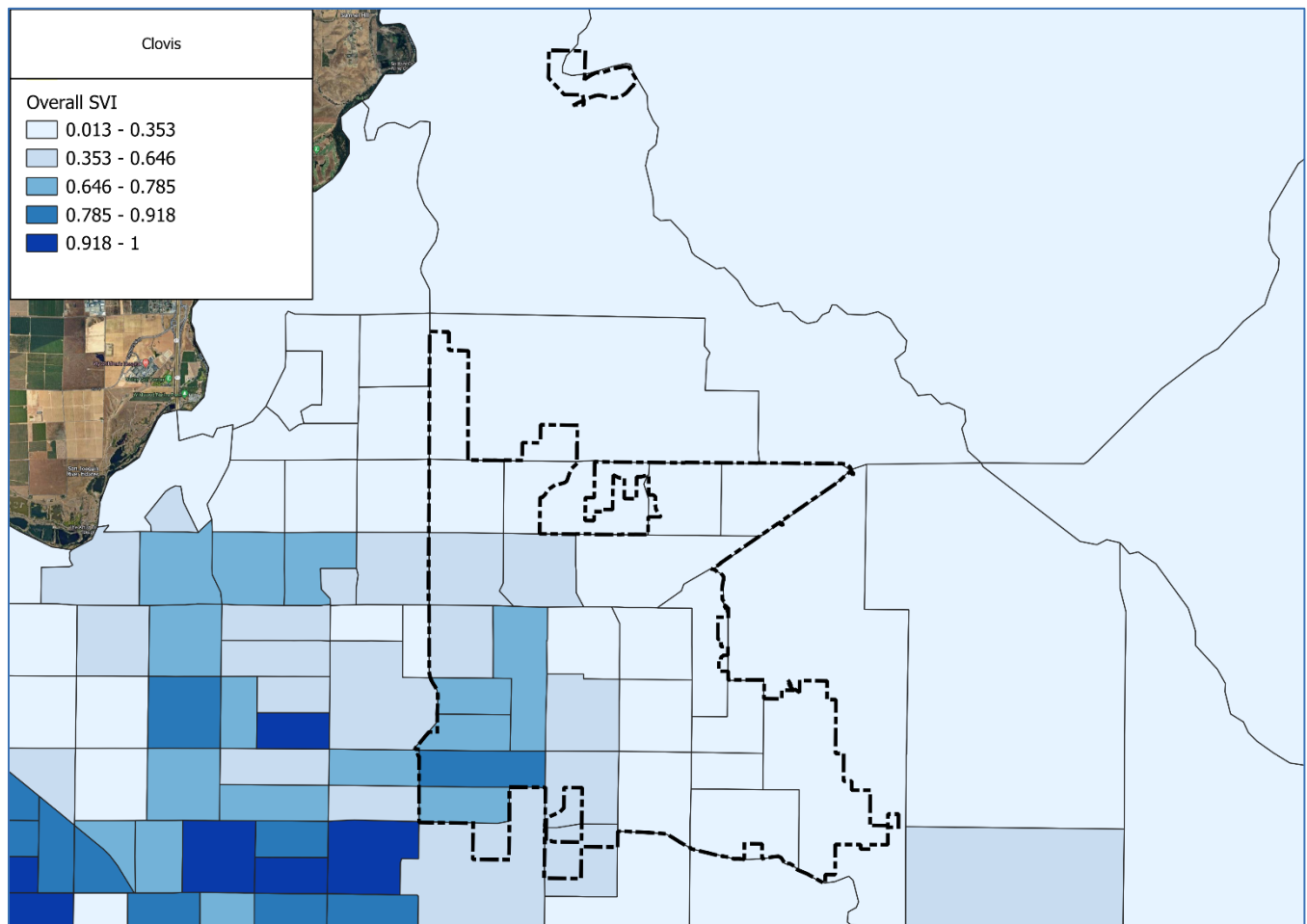
POPULATION AT RISK

The CDC's Social Vulnerability Index (SVI) is a tool that supports in identifying communities that are vulnerable to hazards and other stressors. Emergencies and disasters often highlight and intensify existing societal inequities, affecting groups based on socioeconomic status, race, age, disability, and other social factors. These events disproportionately impact certain populations, creating additional challenges in preparation, response, and recovery phases. More information on the SVI can be found in Chapter 4 of the base plan under the Social Vulnerability section.

In the City of Clovis, census tracts with a higher SVI are clustered near the southwestern portion of the City, as shown in **Figure 4. City of Clovis Social Vulnerability Index Map**. These census tracts may be at more risk of disaster and hazard impacts based on existing social inequities. To equitably reduce impacts to these communities, future planning, preparedness, and mitigation activities should work to address the social inequities that may increase their risk to disaster impacts. The CDC's Interactive SVI Map is a useful tool in understanding which social factors contribute to a census tracts higher overall SVI (e.g., socioeconomic status, race, age, disability, etc.). ²

² CDC/ATSDR Social Vulnerability Index (SVI) | Place and Health | ATSDR
https://www.atsdr.cdc.gov/placeandhealth/svi/interactive_map.html

Figure 4. City of Clovis Social Vulnerability Index Map



Source: CDC 2022 Social Vulnerability Index, City of Clovis Municipal Boundary

ASSETS AT RISK

This section considers Clovis' assets at risk, including population, critical facilities and infrastructure, historic assets, economic assets, and growth and development trends.

CRITICAL FACILITIES AND INFRASTRUCTURE

A critical facility may be defined as one that is essential in providing utility or direction either during the response to an emergency or during the recovery operation. An inventory of critical facilities in the City of Clovis from Fresno County GIS is provided in **Table 7. City of Clovis' Critical Facilities** and in **Figure 5. City of Clovis Critical Facilities**.

Table 7. City of Clovis' Critical Facilities

Facility Type	Counts
CalARP	2
Colleges & Universities	3
Fire Station	9
Fire Support Facilities	3
Health Care	1
Police	2
School	36
Water/Wastewater	2
Communications	3
Total	58

Source: Fresno County, HAZUS Critical Facilities 2023

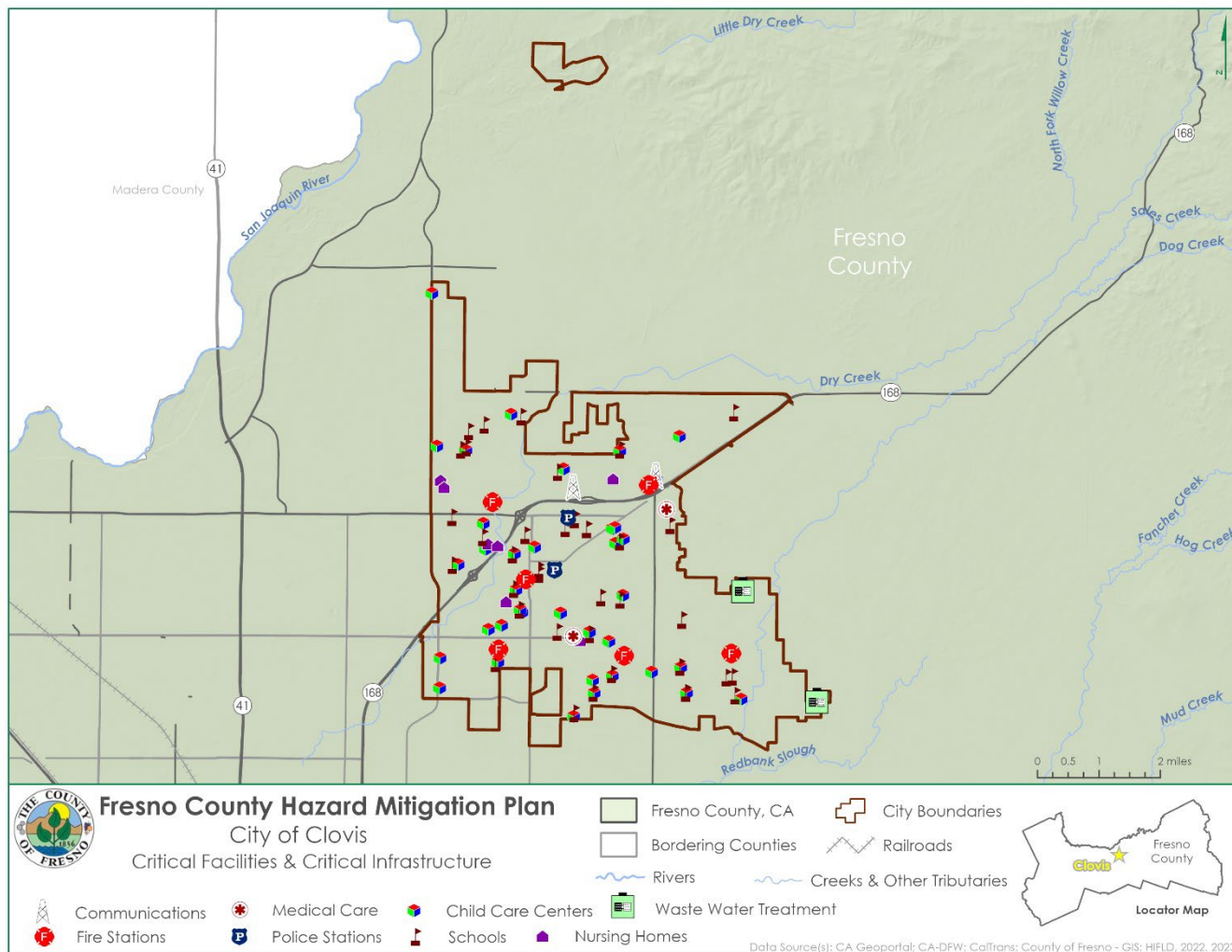
HIGH POTENTIAL LOSS FACILITIES

High potential loss facilities as identified by FEMA HAZUS-MH are located throughout Clovis. Clovis works closely with the Clovis Unified School District, Fresno Metropolitan Flood Control District, and elder care property owners in monitoring and assessing facilities that fall into this category that are not owned by the City.

TRANSPORTATION AND LIFELINE FACILITIES

Transportation and lifeline facilities are located in the center and northeast portion of Clovis. Highway 168 is the major thoroughfare through Clovis. The surface water treatment plant converts raw water from the Enterprise Canal (originating from the Kings River) into potable water for the residents of Clovis. This additional water production enables the City to turn off a portion of its groundwater wells throughout the year, resulting in the replenishment of the water table. The plant is capable of treating and delivering up to 15 million gallons per day of potable water to the City's customers (expandable to 45 million gallons per day).

Figure 5. City of Clovis Critical Facilities



Source: CA Geoportal; CA-DFW; CalTrans; County of Fresno – GIS; HIFLD, 2022, 2023

HISTORIC RESOURCES

While the City of Clovis has no registered state or federal historic sites, there are several assets within Clovis that define the community and represent the City's history. Some of the historical sites of importance to Clovis are listed below.

- The Clovis Rodeo Grounds: 748 Rodeo Dr, Clovis, CA
- The Water Tower on 4th Street and Veterans Parkway
- The "Stones" / "All Class Stones" at Clovis Veterans Memorial Square: 808 4th St, Clovis, CA
- The Clovis – Big Dry Creek Museum: 401 Pollasky Ave, Clovis, CA
- Cecil Cox American Legion Post 147
- The San Joaquin College of Law: 901 5th St, Clovis, CA
- Crossover Church of God: 434 5th St, Clovis, CA
- Clovis Carnegie Library, now the Clovis Chamber of Commerce: 325 Pollasky Ave, Clovis, CA
- The Clovis Veterans Memorial Building: 808 4th St, Clovis, CA
- The Tarpey Depot: 99 Clovis Avenue, Clovis, CA
- The J.E. Good Building: 454 Clovis Ave, Clovis, CA

ECONOMIC ASSETS

Clovis is the home to the Fresno County Department of Social Services, which employs more than 1,000 individuals. The loss of this facility could result in displaced employees and disrupted social services.

GROWTH AND DEVELOPMENT TRENDS

Clovis continues to be the premier choice for housing developers and home buyers in the Fresno/Clovis metropolitan area. The City has been aided by an outstanding school district, which ranks among the best in the nation. The City has a reputation for being a safe and friendly community to raise a family. The community is also making progress towards increased walkability as stretches of rail have been converted to public trails. However, land is costly and becoming very short in supply for housing, commercial, and industrial development. As Clovis strives to be more than a bedroom community, attention needs to be paid to preserving land for job generating activity in order to meet the jobs/housing balance.

Continued growth and development trends continue to be addressed at a local level and regional level through the Local Agency Formation Commission. These agencies coordinate to develop solutions that mitigate the impact of growth to land use, transportation, land use, air quality and access to services. Hazard vulnerability and mitigation is addressed through these governing bodies based on the subject matter expertise of local public safety agencies or special districts who have jurisdictional authority in particular areas.

Table 8. City of Clovis' Change in Population and Housing Units, 2015-2020 illustrates how the City has grown in terms of population and number of housing units between 2015 and 2020. As of 2020, the population of Clovis was 120,124 which is about 19.6 percent increase from 2015. Housing units have increased as well since 2015 with a four percent increase.

Table 8. City of Clovis' Change in Population and Housing Units, 2015-2020

2015 Population Estimate	2020 Population	Estimated Percent Change 2015- 2020	2015 Estimated # of Housing Units	2020 Estimated # of Housing Units	Estimated Percent Change 2015- 2020
100,437	120,124	19.6%+	36,270	37,726	4%+

Source: U.S. Census Bureau

Of the 37,726 housing units in Clovis, 65.1 percent are occupied. Owner-occupied units account for 60.2 percent of all occupied housing. Single family detached homes comprise 75.1 percent of the housing stock in the city. The southwestern portion of Clovis is characterized by mostly urbanized land uses, whereas the northern and eastern portions of Clovis are predominantly rural in nature and characterized by agricultural, rural, residential, and vacant land uses.

California state law (Government Code Section 65302) requires each city and county to have an adopted general plan, a blueprint for future growth and development that addresses issues directly related to land use decisions (see Figure A.3 for current land use designations). The law specifies that each general plan addresses eight issue areas: land use, circulation, open space, conservation, housing, safety, noise, and an environmental justice element, which has recently been added since the last hazard mitigation plan update. Currently, the City of Clovis general plan does not address the newly added environmental justice element in their 2014 plan.

Adopted in 1993, the City of Clovis General Plan Program provides comprehensive planning for the future. It encompasses what the City is now, and what it intends to be, and provides the overall framework of how to achieve this future condition. Estimates are made about future population, household types, and employment base, so that plans for land use, circulation, and facilities can be made to meet future needs. The general plan represents an agreement on the fundamental values and vision that is shared by the residents and the business community of Clovis and the surrounding area of interest. Its purpose is to provide decision makers and City staff with direction for confronting present issues as an aid in coordinating planning issues with other governmental agencies and for navigating the future.

Clovis' 2014 general plan is an update, expansion, and reorganization of the 1993 general plan. Significant changes to the planning area have occurred, expanding the boundaries of the new planning area to the north and east to include both a Sphere of Influence and a study area beyond the sphere. Pressure for development in the metropolitan area in and around the City of Clovis, the need for linkage to the regional transportation network, and the desire to establish Clovis in a pivotal position in the regional context warrant the decision to greatly expand the planning area as the foundation for the update and augmentation of the general plan. Clovis' general plan consists of eight separate elements:

- Land Use
- Economic Development
- Circulation
- Housing
- Public Facilities and Services
- Environmental Safety
- Open Space and Conservation
- Air Quality

Mitigation activities continue to be done in accordance with applicable state and federal requirements for floodplain management and in coordination with the Fresno Metropolitan Flood Control District which maintains regional responsibility for water management. Additional mitigation measures for critical infrastructure protection and rehabilitation are done through the City's Capital Improvement Project (CIP) budget. To date, those mitigation projects have included fire station security, water/sewer infrastructure improvements and City Hall building rehabilitation.

For more information on hazard mitigation-related aspects of the general plan, see the discussion in Section Regulatory Mitigation Capabilities.

More general information on growth and development in Fresno County as a whole can be found in "Growth and Development Trends" in the Fresno County Vulnerability and Assets at Risk section of the base plan.

2024 Fresno County Hazard Mitigation Plan
May 2024

ESTIMATING POTENTIAL LOSSES

Note: This section details vulnerability to specific hazards, where quantifiable, and/or where (according to HMPC member input) it differs from that of the overall County.

Figure 6. City of Clovis Land Use above show Clovis' exposure to hazards in terms of number and value of structures. Fresno County's parcel and assessor data was used to calculate the improved value of parcels. The most vulnerable structures are those in the floodplain (especially those that have been flooded in the past), unreinforced masonry buildings, and buildings built prior to the introduction of modern-day building codes. Impacts of past events and vulnerability to specific hazards are further discussed below (see the Hazard Identification section for more detailed information about these hazards and their impacts on Fresno County as a whole).

DAM FAILURE (MEDIUM)

Potential flooding also exists in the form of reservoirs to the northeast and southeast of Clovis: Fancher Creek Reservoir and Big Dry Creek Reservoir. The major inundation areas from potential overflows from the Big Dry Creek Reservoir affect a major part of the northwesterly portion of Clovis as well as the northwesterly portions of the current City Sphere of Influence and City boundaries.

The Big Dry Creek Dam, which is immediately upstream from the City of Clovis, impounds stormwater runoff from Big Dry Creek in the Big Dry Creek Reservoir. The Big Dry Creek Reservoir is owned and operated by the Fresno County Metropolitan Flood Control District and is intended primarily for flood control of winter runoff from the Dry Creek and Dog Creek watersheds. In the 1990s, modifications were made to increase the capacity of the reservoir, and it now provides protection against the 200-year flood.

Under wet conditions, the Big Dry Creek Reservoir captures runoff and controls releases into artificial ditches and canals, which drain into either Little Dry Creek, located north of the reservoir, or in a southerly direction into Mill Ditch. Flows from Little Dry Creek and Mill Ditch eventually drain to the San Joaquin River. Flows from the reservoir can also be diverted into Dog Creek, which also eventually drains into the San Joaquin River. During dry weather conditions, the reservoir does not discharge water and is normally empty, except for a 156-acre-foot residual pool. The top of the pool remains below the elevation of an existing discharge gate. There have been no previous incidents from the Fancher Creek Reservoir and Big Dry Creek Reservoir.

DROUGHT (MEDIUM)

In 1988, 45 California counties experienced water shortages that adversely affected about 30 percent of the state's population, much of the dry farmed agriculture, and over 40 percent of the irrigated agriculture. Fish and wildlife resources suffered, recreational use of lakes and rivers decreased, forestry losses and fires increased, and hydroelectric power production decreased. The most recent drought period occurred from 2020 to 2023 which ranked the driest period on record.

The City of Clovis rated drought as a medium priority hazard than for the County as a whole. While Clovis is not heavily dependent on agriculture, the City is highly dependent on surface water allocations from DWR to fulfill service deliveries to the community and to support ground water recharge. Snowpack reductions and downstream allocations to agriculture can negatively impact the available surface water in Clovis in any given year. Extensive pumping of groundwater to meet the hydrologic

needs of Clovis when surface water is scarce may cause ground subsidence which can damage structures and create additional challenges for the community. The state has experienced frequent drought period over the past several decades. Additionally, when a drought period occurs, water is in high demand and can lead to high prices for water use and can pose a risk to people in affording higher prices and having access to clean water. Overall, the state experienced 76 percent of its average precipitation in 2022. The beginning of 2022 was the driest January through April based on records dating back to 1895 and received only 25 percent of the average statewide precipitation. In addition to a lack of precipitation, a persistent heat dome settled over California in early September that was long-lasting and intense, setting numerous daily and nightly high temperatures records. The majority of California did not receive any precipitation for a record-breaking 212 days.³

EARTHQUAKE (MEDIUM)

Clovis is subject to relatively low seismic hazards compared to many other parts of California, however the area is prone to moderate earthquake risk. The primary seismic hazard is ground shaking produced by earthquakes generated on regional faults. The northwest-trending Clovis fault is believed to be located approximately five to six miles east of the City of Clovis, extending from an area just south of the San Joaquin River to a few miles south of Fancher Creek. It is considered a pre-Quaternary fault or fault without recognized Quaternary displacement. This fault is not necessarily inactive.

The most probable sources of earthquakes that might cause damage in Clovis are the Owens Valley Fault Group about 68 miles to the northeast, the Foothills Suture Fault Zone approximately 75 miles to the north, the San Andreas fault approximately 80 miles to the southwest, and the White Wolf fault located about 120 miles to the south. A maximum probable earthquake on any of the major faults would produce a maximum ground acceleration in the area of about 0.1g as ground deceleration generally decreases with increasing distance from the earthquake source. Several unreinforced masonry buildings are located in the Old Town part of the City. The recreation building also may be vulnerable to earthquakes.

Socioeconomically disadvantaged communities would experience the most damage due to the event perpetuating a cycle of poverty, displacement, and overall inequities. These communities may not be able to afford earthquake mitigation projects to their property, may not have authority to make such changes due to renting, or may be unhoused. Older adults, individuals with disabilities, and individuals with limited English proficiency are likely are more vulnerable to earthquakes due to lack of access to emergency communications and difficulty in evacuating unsafe structures for example.

EPIDEMIC/PANDEMIC (HIGH)

Based on the recent COVID-19 pandemic, epidemic and pandemic is ranked as high due to high mortality, hospitalizations, and infection rates. The City of Clovis' vulnerability to an epidemic and pandemic is similar to the County's and therefore no further information is needed to add to this section.

³ Statewide Rankings | Climate at a Glance | National Centers for Environmental Information (NCEI) (noaa.gov) <https://www.ncei.noaa.gov/access/monitoring/climate-at-a-glance/statewide/rankings/4/pcp/202209>

FLOOD/LEVEE FAILURE (HIGH)

Clovis is traversed by three natural stream systems. Each of these systems consists of sub streams or creeks that collect together to discharge to a centralized natural drainage channel. These systems are the Red Bank, Fancher, and Dog Creek System; the Dry and Dog Creek System; and the Pup Creek/Alluvial Drain System. The latter is a tributary of the original Dry Creek channel. These stream systems collect storm runoff from the foothills east of Clovis and convey such runoff through the Clovis/Fresno metropolitan areas to the Fresno Slough, which is located west of the City of Fresno.

Many of these channels have been modified over time such that they have become dual use stormwater conveyance channels and irrigation water conveyance channels. Those streams that have not been used for irrigation purposes have essentially remained in their natural state and have flowed uncontrolled during storm runoff events. These stream channels have limited flow capacity. In some cases, the uncontrolled grading of land has obliterated or severely modified the natural channels to the extent that their flow capacity has been seriously limited. Flooding has been a serious problem in the Clovis/Fresno metropolitan area when these channel capacities are exceeded.

The flat slope characteristics in Clovis that exhibit natural slopes of less than .001 feet per foot can make the control of drainage runoff difficult and many natural depressions within the flat topography naturally collect and pond stormwater runoff. Nevertheless, the soils within or relatively near the stream courses tend to be the loamy, well-drained soils with high permeability.

The major sources of flooding include areas along the Pup Creek alignment from the northeasterly portion of Clovis through the center of the City of Clovis. Most of this flooding is confined to the areas in and around the Pup Creek channel. Pup Creek enters the northeastern portion of the City of Clovis near the intersection of Armstrong and East Bullard avenues. Most flood flows enter a culvert at Minnewawa Avenue, north of Barstow Avenue, and are conveyed to Dry Creek in the vicinity of North Helm and Mitchell Avenues. Dry Creek enters the northwestern portion of the City of Clovis near the intersection of the Union Pacific Railroad and Herndon Avenue. The creek flows out of the City at the southwestern corporate limits just south of the intersection of Shaw and Winery avenues.

Other areas of flooding are related to the Alluvial Drain area, the Big Dry Creek Reservoir and its possible overflow areas, along the Dog Creek channel alignment, and in low depressed areas along the easterly sides of the Enterprise Canal. Small areas of localized flooding occur in the southeastern part of the City during periods of moderate rainfall or heavy cloudburst storms. There are also a number of ponding areas in the City:

- The ponding area at the northern corporate limits of the City of Clovis, east of Dry Creek and north of the trail, is caused by the limited channel capacity of Dry Creek from the vicinity of Herndon Avenue to the vicinity of Nees Avenue outside the corporate limits of the City of Clovis.
- The ponding area along Pup Creek between Minnewawa and Peach avenues is caused by excessive overland losses from Dry Creek and limited culvert capacity for Pup Creek at Minnewawa Avenue.
- The ponding area south of Pup Creek and east of the trail between Jefferson and Barstow avenues is caused by excessive overbank losses on Pup Creek crossing back over the trail and from a local drainage problem east of Brookhaven Avenue.

Flood protection in Clovis is afforded by Big Dry Creek Dam on Dry Creek. Big Dry Creek Dam is located immediately upstream of the City of Clovis. Its main purpose is flood control, and it has a storage capacity of 16,250 acre-feet. The 2018 plan update mentioned that Big Dry Creek Reservoir has prevented an estimated \$15 million in damage in the Fresno-Clovis area since its completion in 1948.

Even with significant investment in planning/mitigation and water management through Fresno Metropolitan Flood Control District, portions of the City of Clovis, the Sphere of Influence areas, and the unincorporated Fresno County area, have been subject to historical flooding. Flooding occurred in January 2023 (CDAA-2023-1), January 2006 (CDAA-2006-01), and March 2006 (CDAA-2006-03). The combined impact of these storms left Clovis with \$110,300 in damage that was reimbursable since Fresno County received state declarations for the storms. In all instances, there were periods when intersections were closed due to flooding and customers could not reach businesses.

According to FEMA's 2016 Flood Insurance Study (FIS), damaging floods also occurred in the area in 1938, 1955, 1958, 1969, and 1978. Details on some of these events follow:

- **December 1955:** Pup Creek overflowed and flooded more than 20 homes in the vicinity of Clovis Avenue and Ninth Street. Floodwater two feet deep in some places blocked streets and disrupted traffic.
- **March 1958:** Pup Creek overflowed and flooded areas along Ninth Street. Floodwater was up to three feet deep, but damage was limited to streets, external residential improvements, and disruption of traffic.
- **January-February 1969:** Creeks and canals in the area overflowed and inundated agricultural land, residential property, and streets and roads. Many homes were evacuated, and others protected by sandbags. Traffic was disrupted by flooded streets and roads. Dry Creek and tributaries flooded approximately 1,400 acres and caused an estimated \$329,000 in damage below Big Dry Creek Reservoir.
- **February 1978:** Pup Creek overflowed. Residential property was inundated, homes were evacuated, roads and streets were closed, and traffic was disrupted. The recurrence interval of this flood was 74 years.

The 2016 FIS also notes problems of localized flooding in the City of Clovis. Localized flooding primarily occurs in areas east of Clovis Avenue and south of Shaw Avenue in addition to an area south of Keats Avenue and an area south of Celeste Street. In each of these locations, flooding is common following moderate rainfall or heavy cloudburst storms.

Since the County's latest FIRM update in 2016, a Letter of Map Revision (LOMR) will be effective May 20, 2024, north of the McFarlane ⁴Ditch. The LOMR states that Zone A (from the intersection of North Highland Avenue and East Ashlan Avenue to approximately 600 feet southeast of the intersection of North Highland Avenue and East Ashlan Avenue) will be rezoned to Zone X (unshaded).

⁴ 22-09-1501P-060044.pdf (fema.gov) <https://map1.msc.fema.gov/mipdata/22-09-1501P-060044.pdf?LOC=9a14bfd0e4499faf4fea56c00dcd4da0>

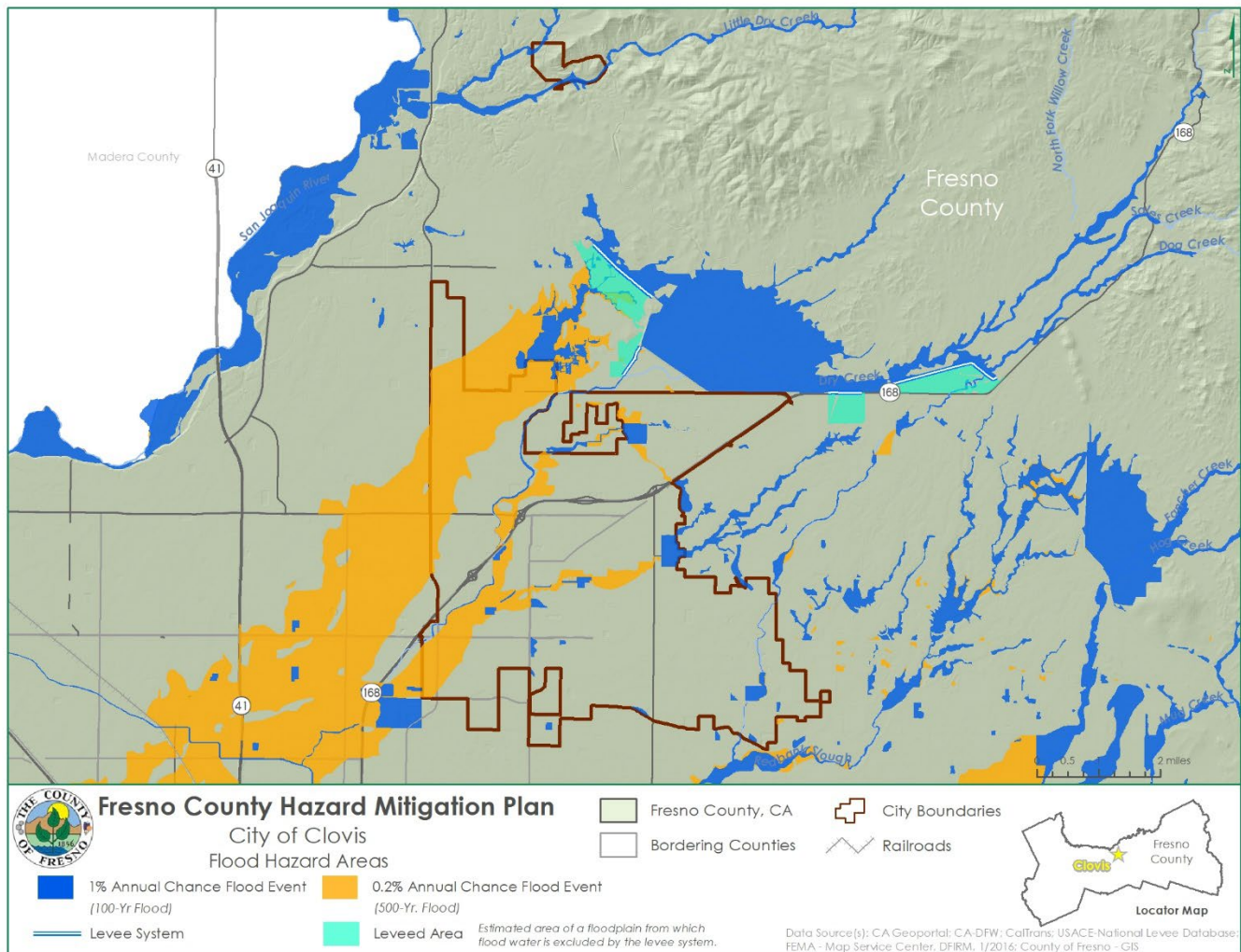
Recent flood events are described in more detail below

- **2005-2006:** Above average rainfall occurred between December 19, 2005, and January 1, 2006. This resulted in flooding of low-lying areas throughout the County. Flood control basins were overflowing in several areas, including the Cities of Fresno and Clovis. Property damage included damage to approximately 180 businesses and homes estimated at \$1.4 million within the unincorporated County. Damage to other jurisdictions was estimated at \$611,307. Damage to crops was minimal due to the time of year. Flooding further resulted in several road closures, which were one to two weeks in duration.
- **November 30, 2011:** Fresno set record high minimum temperatures on the last day of the month, establishing the total record for the sixth warmest November. This was also the fourth consecutive month that Fresno ranked in the top 10 warmest months. Fresno had a record rainfall on November 30th of 0.62 inch; the old record was 0.50 inch. As a result of the heavy rainfall, some rock and mud slides occurred as the moisture weakened the soil. Law enforcement reported a rock and mud slide on Highway 168 about 15 miles northeast of Clovis, which closed the road for several hours while authorities cleaned up the debris.
- **June 2021:** A water main break caused flooding in the Clovis residential area near Shepherd and Peach Avenues and Shepherd and Minnewawa Avenues.
- **January 2023:** Stretches of intense rainfall over January 2023 resulted in considerable flooding in the City of Clovis. Flooding along the Dry Creek Trail in Clovis was significant, with nearby yards and basements flooded.

VALUES AT RISK

A flood map for the City of Clovis was created (see **Figure 7. City of Clovis Flood Hazard Areas**). **Table 9. City of Clovis Parcels within the Flood Hazard Area**, **Table 10. City of Clovis Parcels within the 500-Year Floodplain**, and **Table 11. City of Clovis Buildings within the 100-Year and 500-Year Floodplain** summarize the values at risk in the City’s 100-year and 500-year floodplain, respectively.

Figure 7. City of Clovis Flood Hazard Areas



Source: CA Geoportal; CA-DFW; CalTrans; USACE-National Levee Database ; FEMA – Map Service Center, DFIRM, 1/2016 ; County of Fresno - GIS

Table 9. City of Clovis Parcels within the 100-Year Floodplain

Property Type	Parcel Count	Improvement Value	Land Value	Total Assessed Value
Agriculture	1	\$0	\$219,888	\$219,888
Apartments	267	\$1,905,890,327	\$214,699,129	\$2,120,589,456
Commercial	40	\$332,694,331	\$177,387,512	\$510,201,043
Group Housing/Lodging	1	\$970,556	\$1,834,595	\$2,805,151
Primary Use Not Designated	4	\$0	\$0	\$0
School	2	\$2,134,198	\$169,598	\$2,303,796
Single-Family Residence	8	\$1,828,859	\$498,098	\$2,326,957
Vacant	5	\$0	\$206,417	\$206,417
Unknown	700			
Clovis Total	1,028	\$2,243,518,271	\$395,015,237	\$2,638,652,708

Source: City of Clovis parcel data; National Flood Insurance Program Flood Mapping Data

Table 10. City of Clovis Parcels within the 500-Year Floodplain

Property Type	Parcel Count	Improvement Value	Land Value	Total Assessed Value
Agriculture	1	\$0	\$219,888	\$219,888
Apartments	1,141	\$8,723,654,401	\$1,770,457,282	\$10,494,111,683
Church	1	\$3,752,099	\$433,843	\$4,185,942
Commercial	62	\$112,128,247	\$40,922,602	\$153,625,949
Group Housing/Lodging	1	\$7,358,249	\$3,153,535	\$11,940,484
Industrial	23	\$10,025,114	\$4,367,145	\$14,392,259
Mobile/Manufactured Home	50	\$30,000,000	\$70,000,000	\$100,000,000
Office/Professional Space	10	\$9,857,671	\$2,962,439	\$13,293,510
Primary Use Not Designated	134	\$0	\$0	\$0
Recreation	1	\$1,850,000	\$550,000	\$2,400,000
School	4	\$4,506,578	\$1,262,854	\$5,769,432
Single-Family Residence	1,370	\$296,583,268	\$106,213,026	\$402,796,294
Vacant	16	\$1,118,282	\$2,273,969	\$3,410,151
Agriculture	1	\$0	\$219,888	\$219,888
Clovis Total	2,814	\$9,200,833,909	\$2,002,816,583	\$11,206,145,592

Source: City of Clovis parcel data; National Flood Insurance Program Flood Mapping Data

Table 11. City of Clovis Buildings within the 100-Year and 500-Year Floodplain

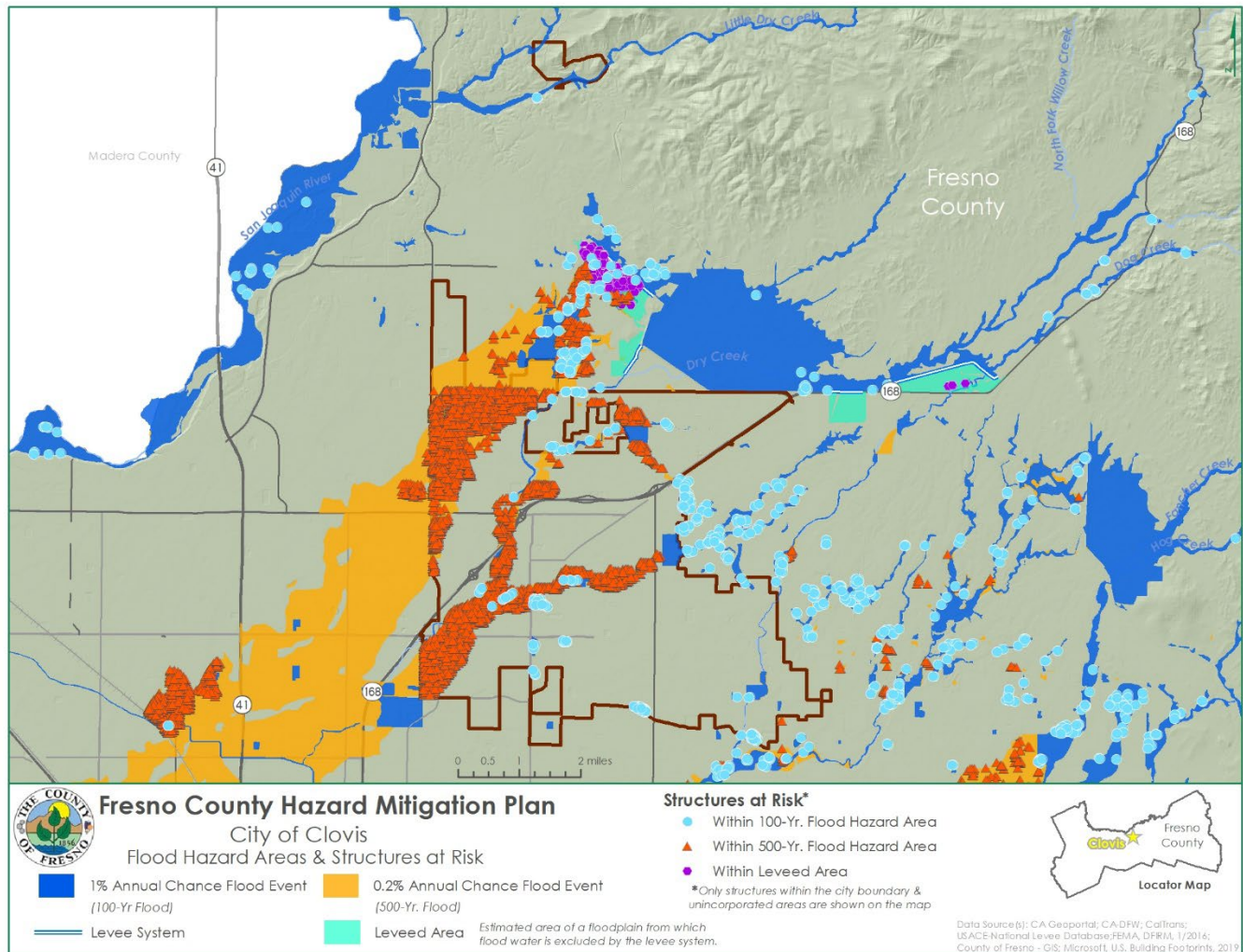
Leveed Area	100-Year Flood Hazard Area	500-Year Flood Hazard Area	Total Building in Flood Hazard Areas by Jurisdiction
0	147	7,149	7,296

Source: City of Clovis parcel data; National Flood Insurance Program Flood Mapping Data

Based on this analysis, the City of Clovis has significant assets at risk of 100-year and greater floods. There are 1,028 parcels that are within the flood hazard area which includes the 100-year floodplain with a total assessed value of \$2,638,652,708. Additionally, there are a total of 7,296 buildings in the 100-year and 500-year floodplain. **Figure 8. City of Clovis Properties at Risk Within the Flood Hazard Areas** shows the properties at risk to flooding in and around the City of Clovis in relation to the mapped floodplain.

Limitations: This model may include structures in the floodplains that are elevated at or above the level of the base-flood elevation, which will likely mitigate flood damage. Also, the assessed values are well below the actual market values. Thus, the actual value of assets at risk may be significantly higher than those included herein.

Figure 8. City of Clovis Properties at Risk Within the Flood Hazard Areas



Source: CA Geoportal; CA-DFW; CalTrans; USACE-National Levee Database, FEMA, DFIRM, 1/2016 ; County of Fresno – GIS; Microsoft, U.S. Building Footprints, 2019

POPULATION AT RISK

For the population estimates, two analyses were completed: weighted and unweighted. For the weighted population analysis, the percentage area of each of the flood zones were identified for each of the census tracts then multiplied this percent by the total population for the census tract.

Note: Population is not evenly distributed within the census tract, however the analysis was conducted to provide a perspective of an estimated population at risk of flooding.

The unweighted analysis calculated the total population for any census tract that intersected any of the flood zones, including the 100-year and 500-year floodplain. The following are at risk to flooding in the City of Clovis:

Weighted Analysis

- 100-year flood - 640 people
- 500-year flood - 11,704 people

Unweighted Analysis

- 100-year flood – 19,334 people
- 500-year flood – 42,472 people

Generally, within the United States, communities disproportionately at risk of flooding impacts and damage are communities placed in low-lying areas due to social and economic inequities, especially in urban settings. For example, these communities may not have ease of access to shelters during a flood event which can further increase vulnerability based on factors such as age, disability, and access to transportation.⁵

INSURANCE COVERAGE, CLAIMS PAID, AND REPETITIVE LOSSES

The City of Clovis joined the National Flood Insurance Program (NFIP) on March 16, 1983. NFIP Insurance data indicates that as of March 19, 2024, there were 171 flood insurance policies in force in the City with \$110,455 of total premium or total paid.

There have been 49 historical claims for flood losses totaling \$424,668. According to the FEMA Community Information System accessed 3/19/2024, there is one severe repetitive loss property within the City of Clovis which is a single-family home.

⁵ Ermagun, A., Smith, V. & Janatabadi, F. High urban flood risk and no shelter access disproportionately impacts vulnerable communities in the USA. *Commun Earth Environ* 5, 2 (2024). <https://doi.org/10.1038/s43247-023-01165-x>

CRITICAL FACILITIES AT RISK

Critical facilities are those community components that are most needed to withstand the impacts of disaster as previously described. Currently, there are no critical facilities that are within the 100-year and 500-year floodplain. All identified critical facilities were confirmed with the jurisdiction.

HAZARDOUS MATERIALS INCIDENT (HIGH)

Hazardous materials likely to be involved in a spill or release within the City include herbicides, pesticides, chemicals in gas, liquid, solid, or slurry form; flammables; explosives; petroleum products; toxic wastes; and radioactive substances. The County Health Department is the designated administering agency for the Fresno County area hazardous material monitoring program. There are two CalARP hazardous materials facilities located in the City of Clovis. Additionally, there have been 2 hazardous materials incidents from 2017-2022 that have occurred in the City of Clovis. Of the 2 incidents, both were fixed incidents. There were no injuries, fatalities, or property damage during the time period.⁶ There are two CalARP facilities within the City of Clovis.

⁶ California Office of Emergency Services (CalOES) Spill Release Reporting, 2017-2022, <https://www.caloes.ca.gov/office-of-the-director/operations/response-operations/fire-rescue/hazardous-materials/spill-release-reporting/>

SEVERE WEATHER: EXTREME COLD/FREEZE (MEDIUM)

Figure A.7 below illustrates the average temperature by month. From the information below, one can see that December and January have the greatest potential for extreme cold/freeze. In Clovis, it is not uncommon to have consecutive days with a minimum overnight low temperature of 32°F. Clovis has been impacted by severe freezing in winters past. Most notable were the freeze of 1997/98 and 2006/2007. Severe cold/freeze declarations occurred in 1990, 1998, and 2001. These incidents impacted local agriculture and City infrastructure. Estimated agricultural losses in 2006/2007 totaled \$1 million with another \$10,000 in damage to infrastructure. The following chronicles historic periods of extreme cold in the City of Fresno since it is very close to the City of Clovis

17 Degrees Fahrenheit

- January 6, 1913

18 Degrees Fahrenheit

- January 10, 1949
- December 12, 1932
- December 23, 1990

19 Degrees Fahrenheit

- January 11, 1949
- January 13, 1963
- January 21, 1937
- December 22, 1990

20 Degrees Fahrenheit

- January 2, 1976
- January 5, 1949
- January 7, 1913
- January 12, 1902
- January 16, 1888
- January 17, 1888
- December 24, 1990
- December 25, 1987

Since records started in 1887, there have been 16 instances in Fresno of a low temperature of 20 degrees or lower.⁷

During the January 2007 freeze (CDAA 2007-02), Clovis experienced 19 days of consecutive low temperatures at or below 32°F. In response, Clovis coordinated the resources and staff necessary to establish a warming station at the Clovis Senior Center. Public safety personnel continually monitored calls for service related to vulnerable populations, such as the homeless and seniors who might have needed these services. In addition, fire prevention staff checked on mobile home residents during their normal smoke alarm check/installs. Fortunately, Clovis residents were prepared, and the City did not have to open a warming center.

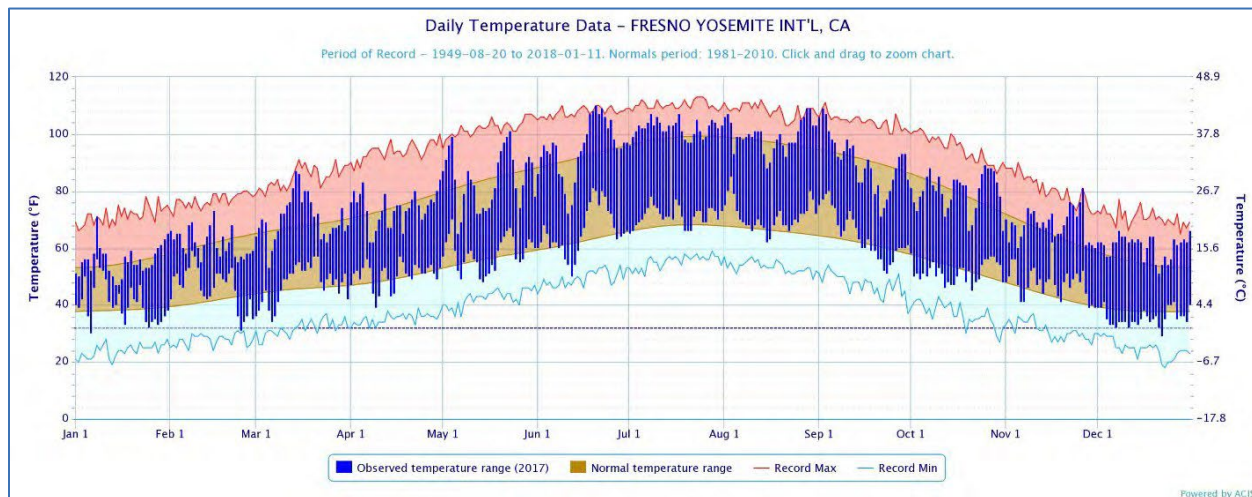
School facilities incurred \$55,000 in damage. In the urban area, there was some damage to wells, and some small businesses reported leaky/broken sprinkler pipes. City damage reimbursable through the state declaration totaled \$9,373. Agricultural losses were greatest in the citrus growing and packaging industry. Local growers/packers included P&R Farms and Harlan Ranch. Since P&R Farms primarily handles stone fruit (i.e., peaches, apricots), impact to their crops was minimal. Harlan Ranch suffered 100 percent crop loss due to the fact that their primary commodity was citrus, and they had planted over 100 new acres of trees. At last check, their crop loss was \$2.5 million. While some oranges were juiced, Harlan Ranch representatives said the juice market was break-even at best.

SEVERE WEATHER: EXTREME HEAT (MEDIUM)

The following data support the City of Clovis' decision to rate extreme heat a medium significance hazard (higher than the overall County rating). In 2006 and 2007, Clovis experienced heat waves that exceeded 24 days. While no direct loss of livestock was reported, the City staffed cooling centers to protect vulnerable populations, and there were several power outages that rotated through the area. Recently, since the plan update, there have been many extreme heat events. According to the NOAA Storm Events Database, the extreme heat event that occurred on August 14, 2020, caused \$4,000,000 in property damage. **Figure 9. Fresno Yosemite International, CA - Daily Temperature Data.**

⁷ Coldest Temperatures ever at Fresno.pdf (weather.gov)
<https://www.weather.gov/media/hnx/Coldest%20Temperatures%20ever%20at%20Fresno.pdf>

Figure 9. Fresno Yosemite International, CA - Daily Temperature Data



Source: High Plains Regional Climate Center; climod.unl.edu

It is not uncommon in Clovis to have consecutive days over 100°F. The following chronicles historic periods of extreme cold in the City of Fresno since it is very close to the City of Clovis.

115 Degrees Fahrenheit

- July 8, 1905

114 Degrees Fahrenheit

- July 1, 1891
- July 11, 2021
- July 17, 1925
- July 27, 1925
- July 27, 1933
- July 30, 1898
- July 31, 1908

113 Degrees Fahrenheit

- July 9, 1905
- July 23, 2006
- July 24, 2006
- July 25, 2006

- July 26, 1931
- July 29, 1898
- August 8, 1908
- August 11, 1898

As the data above shows, a high temperature of 113 degrees or higher has only occurred in the Fresno area 16 times since records began in 1887.⁸

In response to extreme heat events in 2007, the City implemented Phase II of the City's Heat Emergency Plan, which entailed opening facilities and using volunteer staff from 12–10 p.m. to provide cooling for individuals impacted by the heat. The cost to provide this level of service was negligible since the facility used was already open and volunteers staffed the center. While few people sought relief, the most significant benefit was from volunteers checking the welfare of vulnerable seniors who rely on swamp coolers for cooling and who cannot always determine their physiological need for hydration. For the summer, Phase II of the plan was activated seven times. Over 20 individuals sought refuge in the center, and volunteers placed over 183 personal welfare calls to the medically fragile. In Clovis, there was no loss of human or livestock life.

In recent years, due to extreme heat events, the City has opened cooling shelters several times to provide its residents relief from extreme heat exposure.

⁸ Highest Temperatures ever at Fresno.pdf (weather.gov)
<https://www.weather.gov/media/hnx/Highest%20Temperatures%20ever%20at%20Fresno.pdf>

SEVERE WEATHER: FOG (MEDIUM)

In Fresno/Clovis, the average number of days with dense fog per year is about 62 days since the National Weather Service has been tracking fog days starting back in 1910, shown in **Table 12. Average Number of Days in Fresno/Clovis with Dense Fog**. The most consecutive days with dense fog were the following:

Table 12. Average Number of Days in Fresno/Clovis with Dense Fog

Month	Number of Days (1910-2024)
October	64
November	515
December	1122
January	1099
February	515
March	170
April	22
Total	3,498

Source: NWS

WILDFIRE (MEDIUM)

The Wildfire Hazard Severity Zone is mostly outside of jurisdictional boundaries, except for a small area off of Aubery Road which encompasses the Clovis Landfill, shown in **Figure 10. City of Clovis Wildfire Hazard Severity Zone**. The Wildfire Hazard Severity Zone is categorized as “Moderate” under the State Responsibility Area (SRA). SRA is a legal term defining the area where the state has financial responsibility for wildland fire protection and prevention. Incorporated cities and federal ownership are not included. Within the SRA, CAL FIRE is responsible for fire prevention and suppression. There are more than 31 million acres in SRA, with an estimated 1.7 million people and 800,000 existing homes.⁹ There have been no known fires that have occurred in the past several years.

According to **Table 13. City of Clovis Buildings at Risk of Wildfires**, there is one building within the Moderate Interface Zone and one building “not within the Wildfire Urban Interface (WUI) zone”.

Table 13. City of Clovis Buildings at Risk of Wildfires

Influence Zone				Interface Zone		Intermix Zone			Not WUI Zone		
Not FHSZ	Moderate	High	Very High	Moderate	High	Moderate	High	Very High	Moderate	High	Very High
				1					1		

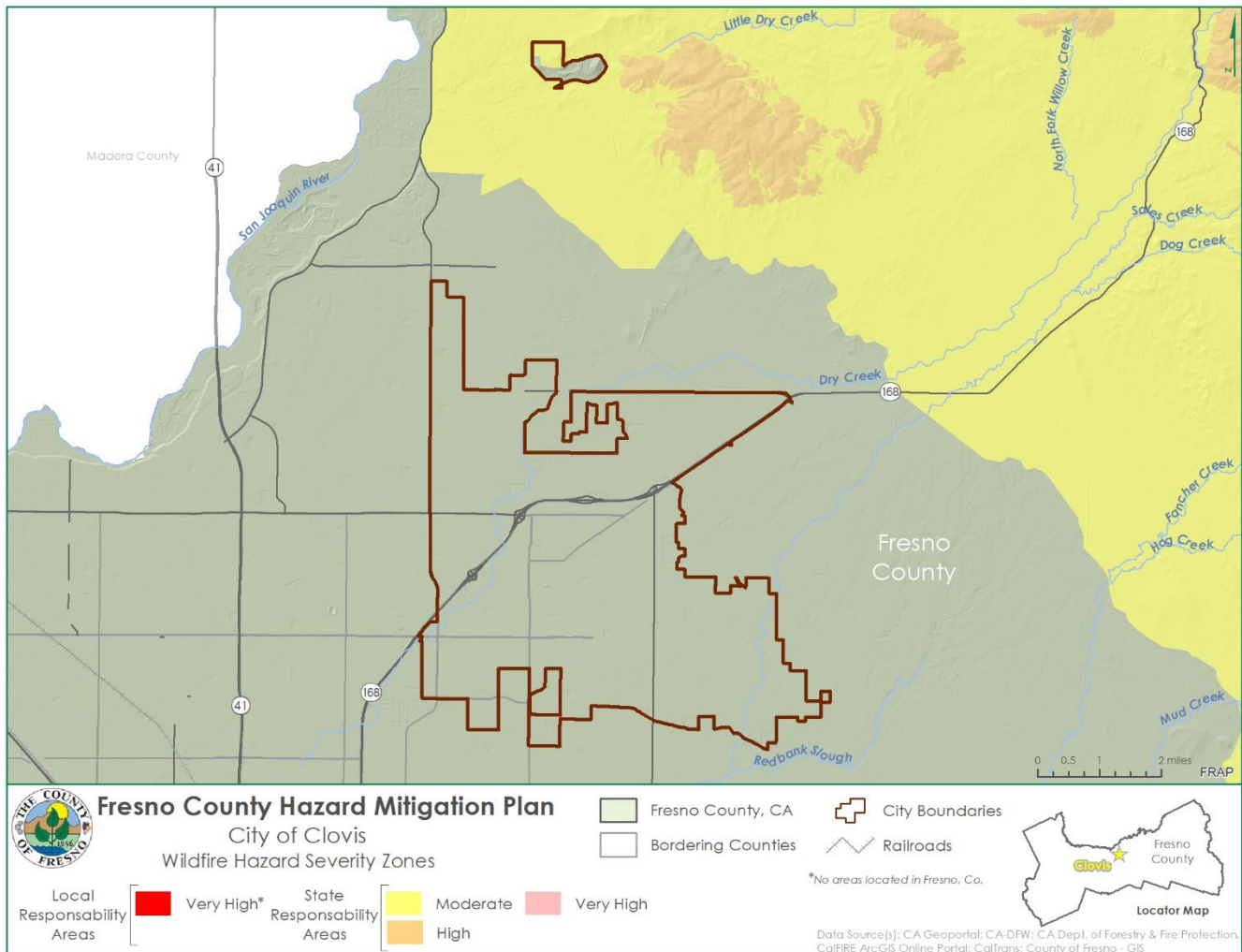
Source: City of Clovis parcel data; CAL FIRE

POPULATION AT RISK

There are census tracts within the City of Clovis that intersect with the wildfire risk areas. However, the City reports that there are no individuals living within the wildfire risk areas.

⁹ 2022 FHSZ FAQs (July 27 2023) (azureedge.net) <https://34c031f8-c9fd-4018-8c5a-4159cdff6b0d-cdn-endpoint.azureedge.net/-/media/osfm-website/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones/2022-fhsz-faqs-july-27-2023.pdf>

Figure 10. City of Clovis Wildfire Hazard Severity Zone



Source: CA Geoportal; CA-DFW; CA Department of Forestry and Fire Protection CalFIRE ArcGIS Online Portal; CalTrans; County of Fresno - GIS

CAPABILITY ASSESSMENT

Capabilities are the programs and policies currently in use to reduce hazard impacts or that could be used to implement hazard mitigation activities. This capabilities assessment is divided into five sections: regulatory mitigation capabilities, administrative and technical mitigation capabilities, fiscal mitigation capabilities, and planning mitigation capabilities. Each jurisdiction filled out a worksheet to assess the four capabilities listed above. The results of the self-assessment the jurisdictions filled out were used to update this section of the plan. To develop this capability assessment, the jurisdictional planning representatives reviewed policies, plans, or programs that supported mitigation activities and reduced overall risk.

During the plan update process, the Witt O’ Brien’s consultant team reviewed the self-assessments to update information where applicable and note ways in which these capabilities have improved or expanded. Additionally, in summarizing current capabilities and identifying gaps, the jurisdictional planning representatives also considered their ability to expand or improve upon existing policies and programs as potential new mitigation strategies. The City of Clovis’ updated capabilities are summarized below. A summary of the mitigation capabilities is summarized in **Table 14. City of Clovis Mitigation Capability Summary**. Overall, the City of Clovis assessed their capabilities to be moderate or high which can significantly reduce their overall risk to hazards based on certain policies, plans, and activities that the city is involved in.

Table 14. City of Clovis Mitigation Capability Summary

Area	Degree of Capability		
	Limited	Moderate	High
Planning and Regulatory Capability			X
Administrative and Technical Capability			X
Fiscal Capability			X
Available Staff		X	
Political Support/Interest			X
Community Support		X	

REGULATORY MITIGATION CAPABILITIES

Table 15. City of Clovis' Regulatory Mitigation Capabilities lists regulatory mitigation capabilities, including planning and land management tools, typically used by local jurisdictions to implement hazard mitigation activities and indicates those that are in place in Clovis.

Table 15. City of Clovis' Regulatory Mitigation Capabilities

Tool/Program	In Place		Adopted/Updated	Under Development		Expect to Implement
	Yes	No		Yes	No	
Building Codes (please indicate UCC or IBC + year)	X		2022			
Community Emergency Response Team (CERT)	X		Ongoing			
Community Rating System (CRS Program of the NFIP)	X		Ongoing			
Emergency Management Accreditation Program (EMAP)		X				
Fire Code	X		2022			
Firewise Community		X				
Floodplain Management/Flood Damage Prevention Ordinance	X		2017			
Land Use/Development Planning	X		2014			
National Flood Insurance Program (NFIP)	X		Ongoing			
Post Disaster Redevelopment/Reconstruction Plan/Ordinance		X				
Storm Ready	X		Ongoing			
Stormwater Management Plan/Ordinance	X		2022			
Subdivision Regulations/Ordinance	X		Ongoing			
Two Weeks Ready		X				
Unified Development Ordinance		X				
Zoning Ordinance	X		Ongoing			

THE CITY OF CLOVIS GENERAL PLAN PROGRAM, 2014

The City of Clovis General Plan Program serves as the blueprint for future growth and development and provides comprehensive planning for the future. It encompasses what the City is now, and what it intends to be, and provides the overall framework of how to achieve this future condition (see the discussion in the Growth and Development Trends section).

The general plan includes a Safety Element that focuses on safety issues to be considered in planning for the present and future development of the Clovis planning area. Identified hazards include fire, geologic/seismic, flooding, and hazardous materials. Mitigation-related goals, policies, and actions are presented in **Table 16. City of Clovis Mitigation-Related Goals, Policies, and Actions** below.

Table 16. City of Clovis Mitigation-Related Goals, Policies, and Actions

Goal 1:	Protect the Clovis community from hazards associated with the natural environment
Policy 1.1:	Minimize risks of personal injury and property damage associated with natural hazards
Actions: Educating the community on procedures regarding preparedness and response to natural disasters providing information describing procedures and evacuation routes to be followed in the event of a disaster. Establishing design criteria for publicly accessible stream corridors, detention basins, and drainage facilities to minimize potential for accidents and injury Preserve as open space areas along waterways, detention basins, and ponding areas, and in areas of wildfire and known flooding hazards where building for human occupancy is hazardous	
Policy 1.2:	Provide flood protection for existing development and for areas planned for new development
Actions: Coordinate with the Fresno Metropolitan Flood Control District (FMFCD) in its efforts to enact program of channel preservation, renovation, and maintenance Support the FMFCD in the creation of an inventory of all streams draining from the foothills areas and identifying all channels that have been obliterated or altered Require, as a condition of development, protection of channel alignments, identification of floodways areas, and construction of channel improvement so that projected 100-year flood flows can pass without affecting new development Utilize zoning and other land use regulation to limit and or prohibit development in flood prone areas Map dam inundation areas and develop, maintain, and inform the public of an evacuation procedure for all affected areas in the event of failure of dams	
Policy 1.3:	Utilize the unprotected 100-year floodplain for low density uses such as agriculture, open space, recreation, and for reclaiming water and wetlands
Action: Establish development set-back requirements from natural water courses that traverse the project areas	
Policy 1.4:	Mitigate potential adverse impacts of geologic and seismic hazards
Action: Require geologic and soils studies to identify potential hazards as part of the approval process for all new development prior to grading activities Conduct a building survey to identify structures that are substandard in terms of seismic safety. Develop a program to bring these structures up to current seismic safety code standards. Require that underground utilities be designed to withstand seismic forces Coordinate with the FMFCD to regularly inspect and repair levees as part of the proposed program of channel preservation, renovation, and maintenance	
Goal 1:	Protect the Clovis community from hazards associated with the natural environment
Action: Incorporate appropriate earthquake prevention standards into the uniform technical codes and require that all new structures are engineered to meet seismic safety code standards	

The Public Facilities Element of the general plan defines policy for public facilities and services, including infrastructure, and addresses the issues of providing adequate infrastructure and community services to expanding populations by planning in conjunction with land use. Clovis' infrastructure

consists of water, wastewater, storm drainage/flood control, and solid waste systems. The Development Review Committee process includes representation from FMFCD and FID which provides clear communication on project citing and mitigation as part of the planning process for new facilities. It does include hazard-related policies to provide effective storm drainage facilities for planned development by maintaining agreement with the Fresno Metropolitan Flood Control District to reduce the effect that development has on natural watercourses and to ensure that adequate water supply can be provided through water reuse and water conservation.

CLOVIS MUNICIPAL CODE

The following ordinances are used for implementing the general plan and/or are critical to the mitigation of hazards identified in this plan.

ZONING ORDINANCE (TITLE 9—CHAPTER 9.08)

The purpose of the Zoning Ordinance is to encourage, classify, designate, regulate, restrict, and segregate the highest and best locations for, and uses of, buildings, structures, and land for agriculture, residence, commerce, trade, industry, water conservation, or other purposes in appropriate places; to regulate and limit the height, number of stories, and size of buildings and other structures hereafter designed, erected, or altered; to regulate and determine the size of yards and other open spaces; and to regulate and limit the density of population, and for such purposes to divide the City into districts of such number, shape, and area as may be deemed best suited to provide for their enforcement. Further, the Zoning Ordinance addresses the following:

- Most appropriate uses of land
- Conservation and stabilization of property values
- Provision of adequate open space for light and air and to prevent and fight fires
- Prevention of undue concentration of population
- Lessening of congestion of streets
- Facilitation of adequate provision of community utilities, such as transportation, water, sewerage, schools, parks, and other public requirements
- Promotion of the public health, safety, and general welfare

SITE PLAN ORDINANCE (TITLE 9—CHAPTER 9.56)

The site plan review is performed by the Clovis Planning and Development Services Department. During the review, the owner of a parcel is required to submit a plan to scale demonstrating all of the uses for a specific parcel of land. This review ensures compliance with applicable law and the zoning requirements within the City.

SUBDIVISION ORDINANCE (TITLE 9—CHAPTER 9.100)

The Subdivision Ordinance specifically provides for proper grading and erosion control and prevention of sedimentation or damage to off-site property. Each local agency may by ordinance regulate and control other subdivisions, provided that the regulations are not more restrictive than the regulations commencing in California Government Code Section 66410.

Erosion or Sediment Control Program (Title 9—Chapter 9.2.309)

Every map approved pursuant to the provisions of the Subdivisions Ordinance are conditioned on compliance with the requirements for grading and erosion control, including the prevention of sedimentation or damage to off-site property, set forth in Appendix Chapter 70 of the California Building Code, as adopted and amended by the City.

FLOODPLAIN MANAGEMENT (TITLE 8—CHAPTER 8.12)

Flood losses are caused by uses that are inadequately elevated, floodproofed, or protected from flood damage. The cumulative effect of obstructions in areas of special flood hazards that increase flood heights and velocities also contribute to flood loss. It is the purpose of the Flood Hazard Ordinance to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- Protect human life and health.
- Minimize expenditure of public money for costly flood control projects.
- Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public.
- Minimize prolonged business interruptions.
- Minimize damage to public facilities and utilities such as water and gas mains; electric, telephone, and sewer lines; and streets and bridges located in areas of special flood hazard.
- Help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future blighted areas caused by flood damage.
- Ensure that potential buyers are notified that property is in an area of special flood hazard.
- Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.

In order to reduce flood losses, the ordinance includes methods and provisions to:

- Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or flood heights or velocities;
- Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

- Control the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel floodwaters;
- Control filling, grading, dredging, and other development which may increase flood damage; and
- Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards in other areas.

EMERGENCY SERVICES ORDINANCE (TITLE 4—CHAPTER 4.2)

The declared purposes of the Emergency Services Ordinance are to provide for the preparation and carrying out of plans for the protection of persons and property within the City in the event of an emergency; the direction of the emergency organization; and the coordination of the emergency functions of the City with all other public agencies, corporations, organizations, and affected private persons.

STORMWATER MANAGEMENT PROGRAM (EMERGENCY FLOOD CONTROL PROCEDURES 2007- 2008)

The City's Public Utilities Department has three Stormwater Patrol teams, made up of 22 public utilities employees, to implement emergency flood control measures. The plan contains information and procedures to rapidly address flooding throughout the City. Contact information and team assignment data is updated regularly as are geographic locations subject to flooding. Appendices include suppliers/contractors, storm basin list, problem drain lists, and partnerships and agencies with shared responsibility for storm preparedness, mitigation, and response.

FIVE-YEAR COMMUNITY INVESTMENT PROGRAM

The Five-Year Community Investment Program (CIP) represents an effort to identify major capital needs and schedule projects consistent with community priorities and available funding. A major portion of the funding for these projects comes from development fees. Projects identified in the CIP are broken down as follows:

- **General Government Facilities:** The capital projects for the General Government Facilities program consist of acquisition of new facilities, improvement to existing facilities, and maintenance of existing improvements required by City departments to enable them to adequately carry out their mission.
- **Sewer Capital Projects:** The Enterprise budget includes projects that will repair and/or replace existing sanitary sewer mains that are severely deteriorated or are not adequately sized for the flows being experienced. The Developer budget includes the debt service payments for the 2007 Sewer Revenue Bond for the Sewage Treatment and Water Reuse Facility.
- **Parks Improvements:** These primarily consist of master planning and design and construction of park improvements. Community park improvements are funded by development fees and state

Annex A: City of Clovis

grants when available. Neighborhood parks are installed by development. Park fees are paid by all new developments constructed within the City of Clovis.

- **Street Improvements:** These include traffic signal installation, street repair and improvement, sidewalk installation/modification, and design work throughout the City.
- **Water:** This includes projects that will continue to improve the water distribution system, and improve water quality through the addition of treatment facilities at existing wells, and increase the reliability of the water supply by the addition of auxiliary power generators.
- **Refuse:** This includes regulatory design and maintenance of City-owned landfill and associated projects.
- **Clovis Community Development Agency:** This focuses on projects that provide affordable housing in the community and on encouraging and enhancing the business environment of Clovis.
- **Police/Fire:** This addresses facility design and maintenance for satellite locations and main headquarters.

ECONOMIC DEVELOPMENT STRATEGY, 2014

On July 14, 2014, the City Council adopted an updated Economic Development Strategy, developed by the City's Economic Development Strategy Advisory Committee (EDSAC) and based on presentations from experts regarding perspectives on current markets, the regulatory environment, access to capital, characteristics of the local labor force, public incentive programs, and the local commercial and industrial real estate market.

The City of Clovis adopted the initial Economic Development Strategy in March 1998. The 1998 strategy included a mission statement as well as goals and objectives for three individual strategies: Industrial Development, Commercial Development, and Tourism. The City of Clovis believes that these three individual strategies make up the basis for a well-rounded economic development program. If progress is made in the implementation of the stated goals and objectives in each of these strategies, the City will be better able to create the wealth necessary to provide municipal services to Clovis residents and businesses.

PLANNING MITIGATION CAPABILITIES

Table 17. City of Clovis' Planning Capabilities identifies the plans related to mitigation and loss prevention in Clovis.

Table 17. City of Clovis' Planning Capabilities

Regulatory Tool	In Place Yes/No	Under Development Yes/No	Comments
Capital Improvement Plan (CIP)	Yes		Annually updated
Climate Resiliency or Adaptation Plan	No		

Regulatory Tool	In Place Yes/No	Under Development Yes/No	Comments
Community Wildfire Protection Plan (CWPP)	No		
Comprehensive Emergency Management Plan	Yes		2022 updated
Comprehensive Land Use Plan (or General, Master, or Growth Management Plan)	Yes		2014 updated/adopted
Continuity of Operations Plan (COOP)	Yes		2022 updated/adopted
Disaster Recovery Plan	Yes		2022 updated/adopted
Economic Development Plan	Yes		2023 updated/adopted
Emergency Operations Plan (EOP)	Yes		2022 updated/adopted
Evacuation Plan	No		
Flood Response Plan	Yes		2023 updated/adopted
Floodplain Management Plan/Flood Mitigation Plan	Yes		2014 updated/adopted
Hazard Mitigation Plan	Yes		2018 updated/adopted
Historic Preservation Plan	Yes		2018 updated/adopted
Natural Resources Protection Plan (NRPP)	Yes		2014 updated/adopted
Open Space Management Plan (Parks and Rec/Greenway Plan)	Yes		2014 updated/adopted
Threat Hazard Identification and Risk Assessment	Yes		2022 updated/adopted

CITY OF CLOVIS EMERGENCY OPERATIONS PLAN

The City of Clovis Emergency Operations Plan (EOP) Basic Plan addresses the planned response for the City of Clovis to emergencies associated with disasters, technological incidents, or other dangerous conditions created by either man or nature. It provides an overview of operational concepts, identifies components of the City emergency management organization, and describes the overall responsibilities of local, state, and federal entities. The City will place emphasis on emergency planning; training of full-time, auxiliary, and reserve personnel; public awareness and education; and assuring the adequacy and availability of sufficient resources to cope with emergencies. Emphasis will also be placed on mitigation measures to reduce losses from disasters, including the development and enforcement of appropriate land use, design, and construction regulations.

The EOP's section on hazard mitigation establishes actions, policies, and procedures for implementing Section 409 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act following a presidentially declared emergency or major disaster. It also assigns hazard mitigation responsibilities to various elements of federal, state, and local governments in California.

HEAT EMERGENCY CONTINGENCY PLAN

The Heat Emergency Contingency Plan describes City operations during heat-related emergencies and provides guidance for City departments and personnel. It recognizes the need to communicate and coordinate with local agencies and mobilize and initiate actions in advance of local requests and supports local actions according to the Standardized Emergency Management System and the National Incident Management System. The plan’s goal is to reduce the incidence of morbidity and mortality associated with local extreme heat events.

URBAN WATER MANAGEMENT PLAN

Clovis proactively manages water supplies and has policies in place to effectively deliver water to local residents. In order to appropriately manage water resources within Clovis, the City updated its Urban Water Management Plan in 2020 in coordination with the City of Fresno, County of Fresno, Fresno Irrigation District, and Fresno Metropolitan Flood Control district. The City of Clovis utilizes many water management tools and options to maximize water resources and minimize the need to import water. The City of Clovis is participating with other local agencies in the North Kings Groundwater Sustainability Agency (NKGSA). Over the next few years the Agency will be developing a plan that will guide the area in providing groundwater sustainability.

CLOVIS UNIFIED SCHOOL DISTRICT HAZARD MITIGATION PLAN

The Clovis Unified School District is a K-12 public school system that serves the Cities of Clovis and Fresno, some unincorporated areas of Fresno County, and the rural community of Friant. It covers approximately 198 square miles and has a student population of nearly 38,000. The overall goal of the Clovis Unified School District Hazard Mitigation Plan is to reduce or prevent injury and damage from natural hazards in the District by addressing the hazards that present the greatest risk to the District, its students, staff, facilities, infrastructure, properties, and the natural environment. The plan examines past events and hazard mitigation programs already in place and prioritizes additional mitigation activities for the District. Planning goals include facilitating the integration of City and County hazard mitigation planning activities into District efforts.

ADMINISTRATIVE/TECHNICAL MITIGATION CAPABILITIES

Table 18. City of Clovis' Administrative and Technical Mitigation Capabilities identifies the personnel responsible for activities related to mitigation and loss prevention in Clovis.

Table 18. City of Clovis' Administrative and Technical Mitigation Capabilities

Staff and Personnel Resources	Yes	No	Department or Single Staff Member	Comments
Emergency Manager	X			

Staff and Personnel Resources	Yes	No	Department or Single Staff Member	Comments
Engineers or professionals trained in construction practices related to buildings and/or infrastructure	X		City of Clovis Engineering Division	
Fiscal Management or Procurement Specialists	X		City of Clovis Finance Division	
Floodplain Manager	X		City of Clovis Building Official	
Land Surveyors		X		
Land Use/Management/Development Planning	X		City of Clovis Planning and Development Services Department	
Planners or engineers with an understanding of natural and/or human-caused hazards	X		City of Clovis Engineering Division	
Resource Development Staff or Grant-writing	X		Multiple Departments	
Scientists familiar with the hazards of the community		X		
Staff experienced with Geographic Information Systems (GIS)	X		City of Clovis Planning and Development Services Department	
Staff with education or expertise to assess the community's vulnerability to hazards		X		

FISCAL MITIGATION CAPABILITIES

Table 19. City of Clovis' Fiscal Mitigation Capabilities identifies financial tools or resources that the City could potentially use to help fund mitigation activities.

Table 19. City of Clovis' Fiscal Mitigation Capabilities

Staff or Personnel Resource	Never Used	Previously Used	Currently Used	Comments
Capital Improvement Programming			X	

Staff or Personnel Resource	Never Used	Previously Used	Currently Used	Comments
Community Development Block Grants (CDBG)			X	
Special Purpose Taxes (or taxing districts)			X	
Gas/Electric Utility Fee	X			
Water/Sewer Fees			X	
Stormwater Utility Fees			X	
Development Impact Fees			X	
General Obligation, revenue, and/or Special Tax Bonds			X	
Partnering Agreements or Intergovernmental Agreements			X	
FEMA Hazard Mitigation Assistance Grants (HMGP, FMA, PDM)			X	
Homeland Security Grants (HSGP)			X	
USDA Rural Development Agency Grants	X			
US Economic Development Administration Grants			X	
Infrastructure Investment and Jobs Act (IIJA)			X	

MITIGATION OUTREACH AND PARTNERSHIPS

The City of Clovis has firefighters and Prevention staff that provide public education, reaching 17,000 kids per year in the school system. The city also runs a responsible water use outreach program to encourage conservation and efficiency. Additionally, the City has a Community Emergency Response Team volunteer program and a Citizens On Patrol volunteer group.

OTHER MITIGATION EFFORTS

The fire department is accredited through the Commission on Fire Accreditation International, which is part of the Center for Public Safety Excellence. Additionally, the City is recognized by the National Weather Service as a StormReady Community.

OPPORTUNITIES FOR ENHANCEMENT

Based on the capabilities assessment, the City of Clovis has several existing mechanisms in place that already help to mitigate hazards. These capabilities remain relevant as the priorities set forth in the prior hazard mitigation plan are unchanged. In addition to these existing capabilities, there are also opportunities for the City to expand or improve on these policies and programs to further protect the community. Future improvements may include providing training for staff members related to hazards or hazard mitigation grant funding in partnership with the County and Cal OES. Additional training opportunities will help to inform City staff members on how best to integrate hazard information and mitigation projects into their departments. Continuing to train City staff on mitigation and the hazards that pose a risk to the City of Clovis will lead to more informed staff members who can better communicate this information to the public.

MITIGATION STRATEGY

MITIGATION GOALS AND OBJECTIVES

The City of Clovis adopts the hazard mitigation goals and objectives developed by the HMPC and described in Chapter 5 Mitigation Strategy.

INCORPORATION INTO EXISTING PLANNING MECHANISMS

The information contained within this plan, including results from the Vulnerability Assessment, and the Mitigation Strategy will be used by the City to help inform updates and the development of local plans, programs and policies. The Engineering Division may utilize the hazard information when implementing the City's Community Investment Program and the Planning and Building Divisions may utilize the hazard information when reviewing a site plan or other type of development applications. The City will also incorporate this LHMP into the Safety Element of their General Plan, as recommended by Assembly Bill (AB) 2140.

As noted in Chapter 7 Plan Implementation, the HMPC representatives from Clovis will report on efforts to integrate the hazard mitigation plan into local plans, programs and policies and will report on these efforts at the annual HMPC plan review meeting. The previous plan was integrated into the city's Emergency Operations Plan (EOP), Emergency Operations Center (EOC) workflow, and noted within the Safety Element of our General Plan.

CONTINUED COMPLIANCE WITH THE NATIONAL FLOOD INSURANCE PROGRAM

The City has been an NFIP participating community since 1983. In addition to the mitigation actions identified herein the City will continue to comply with the NFIP. This includes ongoing activities such as enforcing local floodplain development regulations, including issuing permits for appropriate development in Special Flood Hazard Areas and ensuring that this development mitigated in accordance with the regulations. This will also include periodic reviews of the floodplain ordinance to ensure that it is clear and up to date and reflects new or revised flood hazard mapping.

COMPLETED 2009 MITIGATION ACTIONS

The City of Clovis completed nine mitigations actions identified in the 2009 plan. These completed actions are as follows:

- Establish Post-Disaster Action Plan for City Continuity of Operations Plan
- Train and Certify City Inspectors to Conduct Post-Disaster Damage Assessment
- Implement a System of Automatic Vehicle Location
- Install Battery Back-Up Systems at Traffic Signals in the City of Clovis on Major Transportation Routes

- Replace Traffic Management Center Software and Herndon Avenue Traffic Signal Equipment and Implement Communications Upgrades
- Modify and Enhance Emergency Traffic Control System
- Implement a System to Share Information with City Police Officers/Employees (SharePoint)
- Integrate Local Hazard Mitigation Plan into Safety Element of General Plan
- Implement a Flood Awareness Program for the Public

These completed actions have reduced vulnerability to hazards and increased local capability to implement additional mitigation actions.

COMPLETED 2018 MITIGATION ACTIONS

The City of Clovis has continued to seek opportunities for implementing the actions set forth in the 2018 plan, and the process is still ongoing. The City of Clovis has indicated its desire to continue working towards completion of 2018 actions, and the 2018 actions have been carried over to this 2024 plan.

MITIGATION ACTIONS

The planning team for the City of Clovis identified and prioritized the following mitigation actions based on the risk assessment. Background information and information on how each action will be implemented and administered, such as ideas for implementation, responsible office, potential funding, estimated cost, and timeline are also included. Actions with an ‘*’ are those that mitigate losses to future development.

In addition to implementing the mitigation actions below the City of Clovis will be participating in county-wide, multi-jurisdictional action of developing and conducting a multi-hazard seasonal public awareness program. The county-wide project will be led by the County in partnership with all municipalities and special districts. The City agrees to help disseminate information on hazards provided by the County. More information on the action can be found in the base plan Chapter 5 Mitigation Strategy (see the Multi-Jurisdictional Mitigation Actions section, Action #1. Develop and Conduct a Multi-Hazard Seasonal Public Awareness Program).

While epidemics and pandemics are ranked as high risk, there are no mitigations actions listed below. Mitigation, planning, and preparedness activities are being led by the Fresno County Department of Health.

1. CONSTRUCT A WATER INTERTIE BETWEEN THE CITIES OF CLOVIS AND FRESNO

Hazard(s) Addressed: Multi-Hazard: dam failure, drought, earthquake, flood, severe weather, wildfire, hazardous materials

Issue/Background: The City of Clovis operates a water system that serves over 95,000 residents. During rolling power blackouts or earthquakes or due to potential contamination of the water supply, there is a need to have a backup supply of potable water available. The City has an agreement with the City of Fresno to construct an intertie between the two water systems to act as an emergency backup.

Other Alternatives: The City has backup power at many of its facilities but not all of them. Additionally, backup power will not help if the issue is unrelated to a power blackout.

Responsible Office: City of Clovis Public Utilities Department Water Division

Priority (High, Medium, Low): High

Cost Estimate: \$890,000

Potential Funding: City of Clovis Water Enterprise Fund

Benefits (Avoided Losses): This will prevent the loss of human life, illness, customer confidence, and revenue.

Schedule: Estimated completion in 2038

Status: 2009 project, implementation in progress

2. MODERNIZE INFORMATION TECHNOLOGY BACKUP INFRASTRUCTURE

Hazard(s) Addressed: Multi-Hazard: dam failure, earthquake, flood, severe weather, wildfire, volcano, hazardous materials

Issue/Background: During the last emergency operations center exercise, it became evident that many of the technology systems needed to coordinate services during a disaster were limited or not available at all. Personal computer systems were out of date, the telecommunications system and phones were not properly functioning, and many resources (software applications) were not configured or available. The City could benefit from disaster recovery/business continuity technology systems that use virtualization and storage area network backup infrastructure systems for emergency operations center operations.

Other Alternatives: Tapes and backup systems that are not real time are not as reliable and cause delays in data restoration.

Responsible Office: City of Clovis Information Services Division

Priority (High, Medium, Low): High

Cost Estimate: \$100,000

Potential Funding: General fund

Benefits (Avoided Losses): Ensures business continuity and avoids downtime. Thus, speeds up relief efforts during a disaster.

Schedule: Estimated completion in 2038

Status: 2009 project, implementation in progress

3. IMPROVE THE CITY'S CAPABILITIES FOR SHELTERING ANIMALS IN A DISASTER

Hazard(s) Addressed: Multi-Hazard: dam failure, flood, wildfire, hazardous materials

Issue/Background: During a disaster, not only do people need to be rescued, but their pets do also. Hurricane Katrina showed the nation that shelters do not typically allow pets, so pets may be left behind when their owners evacuate. The care of the animals left behind falls to local animal shelters. Currently, the City of Clovis Animal Shelter does not have the supplies to handle a large scale animal emergency. The City has approximately 8,000 licensed dogs. If a disaster occurred, they would only be able to house 102 of them. Overcrowding of animals usually causes diseases and loss of animal life. Purchasing new cages would alleviate some of the overcrowding created by a disaster.

Other Alternatives: Ask other agencies for supplies, if they have them available.

Responsible Office: City of Clovis Police Department

Priority (High, Medium, Low): High

Cost Estimate: \$44,000

Potential Funding: General fund

Benefits (Avoided Losses): This will cut down on the spread of disease and animal loss during an emergency or disaster.

Schedule: Estimate completion in 2038

Status: 2009 project, implementation in progress

4. PURCHASE HAZARD MITIGATION PUBLIC NOTIFICATION BOARDS

Hazard(s) Addressed: Multi-Hazard: dam failure, flood, wildfire, hazardous materials

Issue/Background: Purchase mobile self-contained changeable message signs to pre-alert motorists to avoid a "real time" traffic (or other) hazard.

Other Alternatives: Rely on contract service providers who may not be able to respond with adequate resources in a timely fashion.

Responsible Office: City of Clovis Engineering Division Traffic Management Group, Public Utilities Department Streets Division, Police Department, and Fire Department

Priority (High, Medium, Low): High

Cost Estimate: 4 signs @ \$35,000 each = \$140,000

Potential Funding: General Fund

Benefits (Avoided Losses): Provides the ability for City forces to aid emergency response crews by dispatching mobile sign units to be stationed at critical locations to alert motorists and citizens of potential hazard areas. This will allow for better routing of nonessential vehicle traffic that may impede the delivery of critical health and safety services and ultimately result in quicker overall response delivery times.

Schedule: Estimate completion in 2038

Status: 2009 project, implementation not yet started

5. IMPROVE EMERGENCY EVACUATION AND EMERGENCY VEHICLE ROUTES

Hazard(s) Addressed: Multi-Hazard: dam failure, flood, wildfire, hazardous materials

Issue/Background: Currently, there are several street segments within the City of Clovis that could serve as evacuation routes or detour routes in the event of a disaster. These segments are currently deficient in terms of traffic carrying capacity and serviceability. Improvements to these routes would provide the additional pavement width necessary to provide increased flexibility and capacity in routing traffic and emergency vehicles. Routes include:

- Shepherd Avenue from Clovis to Fowler (1 mile)
- Nees Avenue from Clovis to Armstrong (1.6 miles)
- Alluvial Avenue from Sunnyside to Temperance (1.25 miles)
- Sunnyside Avenue from Nees to Shepherd (1 mile)

Other Alternatives: No action. Existing road segments would remain constricted, impeding evacuation expediency and limiting detour alternatives.

Responsible Office: City of Clovis Public Utilities Department—Long-term Maintenance, City of Clovis Engineering Department—Construction

Priority (High, Medium, Low): High

Cost Estimate: \$7,500,000

Potential Funding: General Fund

Benefits (Avoided Losses): Improved traffic flow and increased flexibility in moving traffic and emergency vehicles during a disaster

Schedule: Estimate completion in 2038

Status: 2009 project, awaiting funding and annexation

6. CONDUCT A SEISMIC VULNERABILITY ASSESSMENT OF CITY-OWNED CRITICAL FACILITIES

Hazard(s) Addressed: earthquake

Issue/Background: The City is interested in performing a building-specific, seismic vulnerability assessment of City-owned critical facilities constructed prior to 1980 (including infrastructure). Included in this assessment will be recommended mitigation alternatives that meet goals and objectives of this plan.

Other Alternatives: No action

Responsible Office: City of Clovis Planning and Development Services—Building

Priority (High, Medium, Low): Medium

Cost Estimate: \$200,000.

Potential Funding: General Fund

Benefits (Avoided Losses): This will prevent the loss of human life, economic loss, and property loss.

Schedule: Estimate completion in 2038

Status: 2009 project, awaiting funding

7. CONSTRUCT CHANNEL IMPROVEMENTS FOR DOG CREEK STREAM, SOUTH OF GETTYSBURG-ASHLAN

Hazard(s) Addressed: Flood

Issue/Background: Dog Creek has been identified in the Fresno Metropolitan Flood Control District's (FMFCD) Rural Streams Program as a facility that needs master planned drainage improvements to adequately convey rural stream floodwaters. The FMFCD requires all development within rural stream areas to provide and construct the necessary channel improvements. The channel improvements required of Dog Creek include relocation/reconstruction of the existing channels geometry to allow a flow of 315 cubic feet per second to be passed. In order to meet this flow capacity, Dog Creek must have geometry of approximately 60 feet in width and 12 feet in depth.

Other Alternatives: No action

Responsible Office: City of Clovis Planning and Development Services Department, Fresno Metropolitan Flood Control District

Priority (High, Medium, Low): High

Cost Estimate: \$700,000

Potential Funding: California Department of Water Resources Grants and Loans, FMA

Benefits (Avoided Losses): The project goals and objectives are to improve flood management of Dog Creek for future development, as planned for in the area, thus minimizing the potential of rural stream flows to flood urbanized areas. Development activity in the City of Clovis is managed through

the FMFCD for both urbanized development and rural stormwater flows. FMFCD policy does not allow for the mixing of urban and rural flows in the same channel.

Schedule: Estimate completion in 2038

Status: 2009 project, implementation in progress

8. IMPROVE FLOW DESIGN PARAMETERS FOR BIG DRY CREEK AND THE ENTERPRISE CANAL*

Hazard(s) Addressed: Flood

Issue/Background: In order to meet the Fresno Metropolitan Flood Control District's flow design parameters for Big Dry Creek and the Enterprise Canal, the existing siphon at the confluence of the two waterways needs to be replaced with a similar type structure. The new structure will have enhanced flow measurement and control for both the Big Dry Creek and Enterprise Canal and would incorporate a walkway to accommodate a path along Big Dry Creek for the general public.

The primary purpose of the project is to provide for the long term integrity of the siphon to pass Big Dry Creek and Enterprise Canal flows. The existing structure on the Enterprise Canal (located beneath Dry Creek) was constructed in the early 1900s (estimated 1915). The replacement of this structure is essential to the reliable delivery of water over the long term. The existing structure consists of a box culvert with an integrally constructed weir. Material strength testing was conducted at the siphon, which included two concrete cores and rebar mapping of the top slab. This testing determined that the concrete compressive strength was a minimum of 4,300 pounds per square inch. Several large cracks were found in the center culvert wall approximately ¼ inch wide by 10 feet long. The cut-off wall located at the end of the apron extending from the weir structure had significant damage where rebar has been exposed and pieces of concrete have broken off.

Other Alternatives: No action

Responsible Office: City of Clovis Planning and Development Services Department, City of Clovis
Public Utilities Department, Fresno Irrigation District, Fresno County, City of Fresno, Fresno
Metropolitan Flood Control District

Priority (High, Medium, Low): High

Cost Estimate: \$845,000

Potential Funding: California Department of Water Resources Grants and Loans, FMA

Benefits (Avoided Losses): The project goals and objectives are to provide for the long-term integrity of the siphon to carry Dry Creek and Enterprise Canal flows.

Schedule: Estimate completion in 2038

Status: 2009 project, implementation in progress

9. IMPROVE CITY'S FLOODPLAIN MANAGEMENT PROGRAM AND APPLY TO COMMUNITY RATING SYSTEM*

Hazard (s) Addressed: Flood

Issue/Background: Seek Community Rating System (CRS) classification improvements within the capabilities of City programs, including adoption and administration of FEMA-approved ordinances and flood insurance rate maps.

Other Alternatives: No action

Responsible Office: City of Clovis Fire Department—Emergency Preparedness

Priority (High, Medium, Low): Medium

Cost Estimate: \$300,000

Potential Funding: General fund, or FEMA Emergency Management Performance Grant (EMPG), FMA

Benefits (Avoided Losses): Participation in the CRS and improvements outlined by the system will translate into improved flood mitigation and reduced flood insurance rates for local citizens. Ultimately, it will prevent the loss of human life and economic and property losses.

Schedule: Estimate completion in 2038

Status: 2009 project, implementation in progress

10. ENFORCE MASTER DRAINAGE PLAN REQUIREMENTS*

Hazard(s) Addressed: Flood

Issue/Background: The City of Clovis requires a master drainage plan as part of the approval process for all specific plans and large development projects as determined by the City's Public Works director. The master drainage plan requirements consider cumulative regional drainage and flooding mitigation. The intent of a master drainage plan is to ensure that the overall rate of runoff from a project does not exceed pre-development levels. If necessary, this objective shall be achieved by incorporating run-off control measures to minimize peak flows and/or assistance in financing or otherwise implementing comprehensive drainage plans. Enforcement will include review of development during and after construction to ensure that drainage requirements have been implemented as proposed.

Other Alternatives: No action

Responsible Office: City of Clovis Fire Department—Emergency Preparedness

Priority (High, Medium, Low): Low

Cost Estimate: Developer-based funding under specific plan requirements

Potential Funding: Developer Impact Fees or General Fund

Benefits (avoided Losses): This will prevent the loss of human life and economic and property losses and addresses flood mitigation with future development. Enforcement of these requirements ensures

that the overall rate of runoff from a project does not exceed pre-development levels, thus prevents making stormwater flooding worse.

Schedule: Estimate completion in 2038

Status: 2009 project, implementation in progress

11. INSTALL A SYSTEM OF SURFACE WATER HAZARD DETECTION

Hazard(s) Addressed: Hazardous materials

Issue/Background: The City operates a surface water treatment plant that supplies water to a community of over 95,000 people. The water is delivered to the plant via an open canal that travels approximately 30 miles from the source to the plant. There have been several incidents where items have been dumped into the canal, requiring the plant to shut down. The City is concerned that the dumping of hazardous chemicals could occur and, without some advance notification, that the chemicals could get through the treatment plant and into the distribution system, making customers sick. Equipment is available that can be installed upgradient from the plant that will sample the water, analyze the water on-site, and provide notification to the plant prior to it reaching the plant.

Other Alternatives: Continue patrolling the canal on a daily basis.

Responsible Office: City of Clovis Public Utilities Department Water Division

Priority (High, Medium, Low): High

Cost Estimate: \$100,000

Potential Funding: City of Clovis Water Operations Fund

Benefits (Avoided Losses): This will prevent the loss of human life, illness, customer confidence, and revenue.

Schedule: Estimate completion in 2038

Status: 2009 project, implementation in progress

12. SUSTAINABLE GROUNDWATER MANAGEMENT ACT COMPLIANCE INCLUDING GROUNDWATER SUSTAINABILITY PLANNING AND IMPLEMENTATION

Hazard(s) Addressed: Drought

Issue/Background: The Kings subbasin underlays the City of Clovis and like many groundwater basins throughout the State, this subbasin is in overdraft condition with underground aquifers adversely impacted by overuse. Such impacts include significant decline in water storage and water levels, degradation of water quality, and land subsidence resulting in the permanent loss of storage capacity. The Sustainable Groundwater Management Act (SGMA) provides for the establishment of local Groundwater Sustainability Agencies (GSAs) to manage groundwater sustainability within groundwater subbasins defined by the California Department of Water Resources (DWR). The City of Clovis has become a joint power authority of the North Kings Groundwater Sustainability Agency, other members

of the Agency include the County of Fresno, City of Kerman, City of Fresno Biola Community Services District, Garfield Water District and International Water District. As a member of the North Kings GSA, the City of Clovis is required to participate in the development and implementation, no later than January 31, 2020, of a Groundwater Sustainability Plan (GSP) to ensure a sustainable yield of groundwater, without causing undesirable results. Failure to comply with that requirement could result in the State asserting its power to manage local groundwater resources. Participation in the North Kings GSA and the implementation of a GSP will allow the City to maintain sustainable groundwater supplies while providing insurance against periods of long-term drought.

Other Alternatives: None, compliance required by law, failure to meet requirements will result in State intervention and oversight.

Responsible Office: City Engineer and North Kings GSA

Priority (High, Medium, Low): High

Cost Estimate: Varies by GSA for preparation of the required GSP. Further expenses are anticipated to be accrued for the planning and construction of groundwater recharge projects.

Potential Funding: Property owner assessments along with California Department of Water Resources Grants and Loans.

Benefits (Avoided Losses): Preparation and implementation of the GSP by the respective GSAs will result in the management of groundwater in a manner that is sustainable and avoids undesirable results as defined by the California State Department of Water Resources.

Schedule: GSAs must complete and submit the required GSP to DWR, which is to be fully implemented and result in sustainability of the groundwater basin, with no undesirable effects, by the year 2040.

Status: 2018 Project; implementation in progress



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Fire Department

DATE: September 15, 2025

SUBJECT: Fire – Approval – Res. 25-____, Amending the FY 2025-2026 Fire Department Budget to reflect the \$31,000 awarded in 2025 State Homeland Security Grant Program (SHSGP) to fund Fire Department radio equipment.

ATTACHMENTS: 1. Res. 25-____

RECOMMENDATION

For the City Council to approve a resolution amending the FY 2025-2026 Budget for the Fire Department to include the awarded \$31,000 from SHSGP.

EXECUTIVE SUMMARY

The State Homeland Security Grant Program (SHSGP) awards monies to enhance the ability of states, territories, and urban areas to prepare for, prevent, and respond to terrorist attacks and other major disasters. These funds are used for preparedness planning, equipment acquisition, training, exercises, management, and administration.

Within this grant, radios are specifically identified and funded as a method for the Fire Department to replace and improve existing communication infrastructure to better prepare for and respond to emergencies. The City of Clovis Fire Department will utilize the \$31,000 award from 2025 for portable radios in accordance with established SHSGP guidelines.

BACKGROUND

As a member of the Local Area Approval Authority, Clovis Fire Department has received \$31,000 awarded in 2025 for portable radios and programming.

FISCAL IMPACT

The Fire Department Emergency Preparedness, 61000-68604 Section, budget would be increased by \$31,000.

REASON FOR RECOMMENDATION

The SHSGP award has enabled the Fire Department to continue placing essential equipment into frontline service as outlined by the Governor's Office of Emergency Services.

ACTIONS FOLLOWING APPROVAL

Staff will proceed to process the purchases approved under SHSGP and process request for reimbursement, when appropriate.

CONFLICT OF INTEREST

None.

Prepared by: Katie Krahn, Sr. Management Analyst

Reviewed by: City Manager *AK*

RESOLUTION 25-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING THE AMENDEMENT OF THE FY 2025-2026 FIRE DEPARTMENT BUDGET**

WHEREAS, the City Council previously approved the FY 2025-2026 budget on June 9, 2025; and

WHEREAS, the budget for the Fire Department did not include revenues associated with the State Homeland Security Grant Program (also known as SHSGP); and

WHEREAS, the Fire Department is responsible for providing public safety services including communications; and

WHEREAS, the SHSGP provides an effective avenue to secure the necessary equipment needed by the Fire Department to ensure clear radio communications to effectively communicate during emergency operations; and

WHEREAS, the purchase expense incurred by the Fire Department for equipment will be paid by SHSGP at a rate of 100% to meet the obligations of the SHSGP.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis shall amend the FY 2025-2026 Fire Department budget as provided in Attachment A for the “Summary of Expenditures by Department” and the “Summary of Expenditures by Fund”.

* * * * *

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

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk

SUMMARY OF EXPENDITURE BY DEPARTMENT

Department

Fire (61000-68604)	\$31,000
Total Expenditures by Department	\$31,000

SUMMARY OF EXPENDITURES BY FUND

Fund

General Fund (63000-45043)	\$31,000
Total Expenditures by Fund	\$31,000



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Fire Department

DATE: September 15, 2025

SUBJECT: Fire – Approval - Various actions related to the purchase of two (2) Type 6 fire engines to be used as fire squad apparatus by the Fire Department: a) Waive the City's formal bidding requirements, b) Authorize the sole-source purchase of two (2) Boise Mobile Equipment (BME) Type 6 fire engines from Golden State Fire Apparatus in Sacramento, CA for \$870,731.26, and c) Authorize the City Manager to sign the purchase agreements.

ATTACHMENTS: 1. Golden State Fire Apparatus Quote

RECOMMENDATION

For the City Council to waive formal bidding requirements, and authorize the City Manager to enter into an agreement to purchase two (2) BME Type 6 squad vehicles.

EXECUTIVE SUMMARY

Staff requests the City Council approve the sole-source purchase of two (2) Type 6 Fire Engines manufactured by Boise Mobile Equipment for a total of \$870,731.26 built per the Clovis Fire Department's apparatus specifications. This purchase would be a new apparatus type to the Clovis Fire Department's apparatus fleet, expanding our response capabilities and helping to reduce response times.

The purpose of the purchase is to institute fire squads again in the Fire Department, as identified in our 5-Year Plan previously presented and approved by City Council. The second apparatus would be utilized as a reserve apparatus when the front-line apparatus is out of service for repairs or maintenance and could be utilized to respond to wildland fire incidents. This apparatus will be utilized as an additional resource to reduce response times and assist in providing an effective response force throughout the City.

BACKGROUND

Clovis Fire Department currently staffs a fleet of fire engines and fire trucks. We have five (5) frontline Type 1 engines and one (1) frontline truck. Each frontline apparatus has a reserve apparatus to serve when the primary apparatus is out-of-service for maintenance or repair. This follows national standards for fire service fleets.

Our current fleet consists of full-size, heavy duty fire apparatus with large pump capacities and comprehensive emergency response capabilities. Their physical characteristics limit maneuverability and off-road capabilities. The purchase of the Type 6 engines and institution of fire squads would allow for reduced response times due to better vehicle maneuverability. They would also introduce efficiency to our fleet and staffing model, as these vehicles are lighter and require less maintenance. Additionally, these vehicles would be staffed with a minimum of two (2) personnel as opposed to three (3) for Type 1 engines and trucks. The aim is to reduce response time standards, ensure adequate fire district coverage when a Type 1 Engine or Fire Truck is committed to another emergency incident, and improve the Department's service delivery to the City of Clovis citizens.

The new apparatus would follow our standard for fleet replacement, which was adopted by the City of Clovis in the mid-1990's and has been incorporated into the fire department's accreditation plan that was approved by the Center for Public Safety Excellence. This standard is to use fire apparatus for ten years of front-line service and then place them in reserve for ten years for a total service life of twenty-years.

The fire squad will serve as an additional daily staffed apparatus with 2 personnel, operating out of the station with our highest historical call volume - Fire Station 2 in Southwest Clovis. This additional unit will assist with reducing our response times and providing an effective response force to fires and other large-scale emergencies. This fire squad will also respond to many emergencies that only require one fire apparatus in Fire Station 2's service area, maintaining the availability of the Type 1 Engine for fires and other emergencies needing specialized equipment and a larger fire pump capacity.

The make and model of each apparatus is Boise Mobile Equipment - Ponderosa. Our apparatus committee has reviewed the mission of this apparatus and apparatus specifications and determined that the Ponderosa has adequate equipment storage, water storage, and pump capacity to complete the mission.

FISCAL IMPACT

Purchase via sole source is based on the characteristics of the apparatus. This sole source purchase provides for a single source of warranty work and parts ordering. The Fire Department has ordered vehicles through Golden State Fire Apparatus for many years and always receives excellent service. Purchasing these vehicles through Golden State Fire Apparatus will allow us to continue our current work processes for parts ordering and warranty work.

Boise Mobile Equipment Product Description	Price
Two (2) BME Fire Trucks, LLC. Ford F550 "Ponderosa" Type 6 Engines	\$833,782.00
<i>Discount For HGAC Consortium Purchase</i>	<i>(34,782.00)</i>
Subtotal	\$799,000.00
8.975% State Sales Tax	\$71,710.26
California Tire Fee	\$21.00
Total Purchase Price	\$870,731.26

The purchase price for these vehicles includes significant discounts based upon utilization of the Houston-Galveston Area Council (HGAC) Cooperative purchasing program. This cooperative purchasing program ensures that we are obtaining competitive pricing for fire apparatus, while maintaining the ability to order custom vehicles to meet the needs of our City.

HGAC is a cooperative purchasing program and procurement service. All contracts available through HGAC have been awarded through a competitive public procurement process compliant with state statutes. This cooperative purchasing program meets the criteria for competitively awarded purchasing and meets the City of Clovis Municipal Code and purchasing policy requirements. The City has utilized HGAC consortium pricing in the past, including for the purchase of our most recent Fire Engines in July 2025.

Delivery of these engines is expected to be 24 months after execution and acceptance of a contract or purchase order.

Funding for these purchases has been identified utilizing our current vehicle renewal accounts and Measure Y funding. One Type 6 Engine will be purchased with the vehicle renewal account.

The second Type 6 fire engine will be purchased utilizing Measure Y funds.

Due to the extended period of 24 months between ordering and receiving the vehicles, we are requesting approval to order the vehicles now and pay for them when they are delivered. The Fire Department will work with the Public Utilities Department and Finance Department to ensure funds are allocated properly to purchase the vehicles at delivery. At this time, there is no immediate fiscal impact as the funding sources have already been identified, but the payments will be made later.

REASON FOR RECOMMENDATION

When these apparatuses are placed into service, they will assist the Fire Department in reducing response times, maintaining station area coverage when other fire apparatus are committed to emergency incidents, and assist in providing an effective response force throughout the City.

ACTIONS FOLLOWING APPROVAL

1. Finalize purchase contract with Golden State Fire Apparatus and order apparatus.
2. Upon delivery conduct an extensive apparatus acceptance test.
3. Order, receive, and mount all equipment on apparatus as needed.
4. Conduct an orientation of the apparatus before placing the unit in-service.

CONFLICT OF INTEREST

None.

Prepared by: Rob Wright, Battalion Chief

Reviewed by: City Manager AA



GOLDEN STATE

FIRE APPARATUS

PREPARED ESPECIALLY FOR:

CITY OF CLOVIS

Two (2) BME Fire Trucks, LLC.
Ford F550 "Ponderosa" Type 6 Engines



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- 2** Standard Terms and Conditions (Exhibit A)
- 3** Product Specifications (Exhibit B)
 - Supporting Documents (If Applicable)
 - Electrical Analysis
 - Turning Radius Report
- 4** Product Warranties (Exhibit C)
- 5** Dealer Supplied Products and/or Services (Exhibit D)



1 PRODUCT PROPOSAL

OPTION A

100% PRE-PAYMENT

This will be the price of the Product(s) contingent upon the Customer paying the Grand Total Purchase Price to GSFA within thirty (30) calendar days of the Executed Date pursuant to the Payment Terms

IF YOU ELECT THIS OPTION,
IT RESULTS IN A SAVINGS OF
(\$41,192.56) OFF
OF THE GRAND TOTAL OF OPTION B

Please note this discount is also available contingent upon a Third Party (Leasing Company) paying 100% of the Grand Total Purchase Price on behalf of the Customer to GSFA within thirty (30) calendar days of the Executed Date pursuant to the Payment Terms

PRODUCT PROPOSAL FOR:

City of Clovis

1033 Fifth Street
Clovis, CA 93612

Sales Consultant

Dewayne Young
dewayne@goldenstatefire.com
Mobile: (209) 777-0650

SUBMITTED DATE	EXPIRATION DATE	GSFA PROPOSAL #	MANUFACTURER BID #	MANUFACTURER	CONSORTIUM
08/06/2025	09/19/2025	30806-25A	10041-0003	BME Fire Trucks, LLC.	HGAC Contract FS12-23, Product Code: Ponderosa

Golden State Fire Apparatus, Inc. ("GSFA") is pleased to provide this proposal for the fire apparatus(es) and equipment identified below (the "Product") to CITY OF CLOVIS ("Customer") for consideration. This proposal (this "Product Proposal") includes the following exhibits attached hereto: the Standard Terms and Conditions attached as Exhibit A (the "Terms and Conditions"); the Product Specifications attached as Exhibit B (the "Specifications"); the Product Warranties attached as Exhibit C; and the Dealer Supplied Products and/or Services attached as Exhibit D (the "Dealer Supplied Products/Services List") (all of the foregoing, collectively, the "Agreement"). Through its signature below or other Acceptance (as defined on page 2), Customer acknowledges having received and read, and agrees to be bound by, the Agreement. The Agreement shall be effective as of the latest date appearing in the signature blocks below (the "Executed Date").

ITEM	PRODUCT DESCRIPTION	EXTENDED PRICE
A	Two (2) BME Fire Trucks, LLC. Ford F550 "Ponderosa" Type 6 Engines	833,782.00
B	<i>Discount For HGAC Consortium Purchase</i>	<i>(34,782.00)</i>
C	<i>Discount for 100% Payment at Time of Order (the "Prepayment Discount")</i>	<i>(37,800.00)</i>
D	SUBTOTAL	761,200.00
E	8.975% State Sales Tax	68,317.70
F	California Tire Fee	21.00
G	GRAND TOTAL PURCHASE PRICE	829,538.70

PAYMENT TERMS – Customer shall pay the total purchase price set forth directly above (the "Grand Total Purchase Price") to GSFA within thirty (30) calendar days of the Executed Date. If payment of the Grand Total Purchase Price is late, a late fee as specified in section 6 of the Terms and Conditions may be applied, and the Prepayment Discount may be adjusted, and the Grand Total Purchase Price increased in accordance with section 2.c of the Terms and Conditions. Customer shall pay any balance due as a result of Change Orders as described in the Terms and Conditions.

MANUFACTURER – Customer acknowledges that GSFA is not an agent of the Product manufacturer identified above ("Manufacturer") and is not capable of binding Manufacturer. Within five (5) business days of the Executed Date, GSFA shall submit an order form to the Manufacturer for the Product. GSFA's further performance under the Agreement is contingent upon Manufacturer's acceptance of such order form at the price and on the terms GSFA believed to be available when submitting this Product Proposal to Customer. If Manufacturer rejects such order as submitted or fails to respond to GSFA within a reasonable

amount of time, GSFA shall notify Customer in writing, and unless GSFA and Customer otherwise agree in writing, the Agreement shall then terminate and have no further force or effect.

PRODUCT COMPLETION – The Product shall be ready for final inspection by Customer at the manufacturing facility within approximately **24 MONTHS** after the Executed Date. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal and is subject to the Terms and Conditions.

PREDELIVERY SERVICE – If applicable, after transportation from the manufacturing facility and prior to final delivery or pick up, the Product shall receive those additional Products and/or services identified on the Dealer Supplied Products/Services List. It is estimated that such a service will add approximately **0.5 to 1 MONTH(S)** to the above Product completion estimate. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal and is subject to the Terms and Conditions.

PROPOSAL EXPIRATION – This Product Proposal supersedes any previous proposal(s) presented to Customer by GSFA and its employees and may be accepted by Customer on or before the Expiration Date identified above. Unless accepted by the Expiration Date, GSFA reserves the right to withdraw this Product Proposal or to alter its terms (including by providing updated Product pricing) prior to an order being accepted.

PURCHASE ORDER – Any PO shall be made out to: *Golden State Fire Apparatus, Inc. – 7400 Reese Road – Sacramento, CA 95828.*

ACCEPTANCE – ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN GSFA AND CUSTOMER. “**ACCEPTANCE**” MEANS THAT THE CUSTOMER DELIVERS TO GSFA: (A) A SIGNED COPY OF THIS PRODUCT PROPOSAL, OR (B) A SIGNED COPY OF A PURCHASE ORDER INCORPORATING THE AGREEMENT IN ITS ENTIRETY. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER’S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED AND OF NO EFFECT UNLESS APPROVED IN WRITING SIGNED BY GSFA.

COUNTERPARTS - This Product Proposal may be executed in multiple counterparts, each of which shall be deemed an original (including copies sent to a party by electronic transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument. A signed copy of this Product Proposal delivered by facsimile, email or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Product Proposal. If this Product Proposal is returned to GSFA with the signature of Customer’s authorized representative but without an attestation or co-signers signature, then absent Customer’s written notice to the contrary, GSFA shall be entitled to rely on such single signature as sufficient evidence of the signatory’s authority to execute the Agreement and bind Customer thereby.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and GSFA have each caused this Product Proposal dated 06/16/2025, GSFA Proposal Number 40616-25A to be executed by their duly authorized representatives effective as of the Executed Date.

ACCEPTED AND AGREED TO BY CUSTOMER

Signature of Authorized Customer Representative

Print Name

Title

Date**ACCEPTED AND AGREED TO BY GSFA**

Signature of Authorized GSFA Representative

Print Name

Title

Date

OPTION B

PAYMENT AT TIME OF DELIVERY OR PICKUP

This will be the price of the Product(s) contingent
upon the Customer paying the Grand Total
Purchase Price to GSFA at time of delivery or pickup
pursuant to the Payment Terms

PRODUCT PROPOSAL FOR:**City of Clovis**1033 Fifth Street
Clovis, CA 93612**Sales Consultant**Dewayne Young
dewayne@goldenstatefire.com
Mobile: (209) 777-0650

SUBMITTED DATE	EXPIRATION DATE	GSFA PROPOSAL #	MANUFACTURER BID #	MANUFACTURER	CONSORTIUM
08/06/2025	09/19/2025	30806-25B	10041-0003	BME Fire Trucks, LLC.	HGAC Contract FS12-23, Product Code: Ponderosa

Golden State Fire Apparatus, Inc. ("GSFA") is pleased to provide this proposal for the fire apparatus(es) and equipment identified below (the "Product") to CITY OF CLOVIS ("Customer") for consideration. This proposal (this "Product Proposal") includes the following exhibits attached hereto: the Standard Terms and Conditions attached as Exhibit A (the "Terms and Conditions"); the Product Specifications attached as Exhibit B (the "Specifications"); the Product Warranties attached as Exhibit C; and the Dealer Supplied Products and/or Services attached as Exhibit D (the "Dealer Supplied Products/Services List") (all of the foregoing, collectively, the "Agreement"). Through its signature below or other Acceptance (as defined on page 2), Customer acknowledges having received and read, and agrees to be bound by, the Agreement. The Agreement shall be effective as of the latest date appearing in the signature blocks below (the "Executed Date").

ITEM	PRODUCT DESCRIPTION	EXTENDED PRICE
A	Two (2) BME Fire Trucks, LLC. Ford F550 "Ponderosa" Type 6 Engines	833,782.00
B	<i>Discount For HGAC Consortium Purchase</i>	<i>(34,782.00)</i>
C	SUBTOTAL	799,000.00
D	8.975% State Sales Tax	71,710.26
E	California Tire Fee	21.00
F	GRAND TOTAL PURCHASE PRICE	870,731.26

PAYMENT TERMS – Customer shall pay the total purchase price set forth directly above (the "Grand Total Purchase Price") to GSFA no later than the time of GSFA's delivery of the applicable Product to Customer's address listed above (or Customer's pick up of such Product at GSFA's facilities, if approved by GSFA). GSFA shall have no obligation to deliver, or permit pick up of the Product if the Customer does not have full payment ready when the Product is complete and ready to deliver or pick up, as applicable. Customer shall pay any balance due as a result of Change Orders as described in the Terms and Conditions.

MANUFACTURER – Customer acknowledges that GSFA is not an agent of the Product manufacturer identified above ("Manufacturer") and is not capable of binding Manufacturer. Within five (5) business days of the Executed Date, GSFA shall submit an order form to the Manufacturer for the Product. GSFA's further performance under the Agreement is contingent upon Manufacturer's acceptance of such order form at the price and on the terms GSFA believed to be available when submitting this Product Proposal to Customer. If Manufacturer rejects such order as submitted or fails to respond to GSFA within a reasonable amount of time, GSFA shall notify Customer in writing, and unless GSFA and Customer otherwise agree in writing, the Agreement shall then terminate and have no further force or effect.

PRODUCT COMPLETION – The Product shall be ready for final inspection by Customer at the manufacturing facility within approximately **24 MONTHS** after the Executed Date. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal and is subject to the Terms and Conditions.

PREDELIVERY SERVICE – If applicable, after transportation from the manufacturing facility and prior to final delivery or pick up, the Product shall receive those additional Products and/or services identified on the Dealer Supplied Products/Services List. It is estimated that such a service will add approximately **0.5 to 1 MONTH(S)** to the above Product completion estimate. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal and is subject to the Terms and Conditions.

PROPOSAL EXPIRATION – This Product Proposal supersedes any previous proposal(s) presented to Customer by GSFA and its employees and may be accepted by Customer on or before the Expiration Date identified above. Unless accepted by the Expiration Date, GSFA reserves the right to withdraw this Product Proposal or to alter its terms (including by providing updated Product pricing) prior to an order being accepted.

PURCHASE ORDER – Any PO shall be made out to: *Golden State Fire Apparatus, Inc. – 7400 Reese Road – Sacramento, CA 95828.*

ACCEPTANCE – ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN GSFA AND CUSTOMER. “**ACCEPTANCE**” MEANS THAT THE CUSTOMER DELIVERS TO GSFA: (A) A SIGNED COPY OF THIS PRODUCT PROPOSAL, OR (B) A SIGNED COPY OF A PURCHASE ORDER INCORPORATING THE AGREEMENT IN ITS ENTIRETY. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER’S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED AND OF NO EFFECT UNLESS APPROVED IN WRITING SIGNED BY GSFA.

COUNTERPARTS - This Product Proposal may be executed in multiple counterparts, each of which shall be deemed an original (including copies sent to a party by electronic transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument. A signed copy of this Product Proposal delivered by facsimile, email or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Product Proposal. If this Product Proposal is returned to GSFA with the signature of Customer’s authorized representative but without an attestation or co-signers signature, then absent Customer’s written notice to the contrary, GSFA shall be entitled to rely on such single signature as sufficient evidence of the signatory’s authority to execute the Agreement and bind Customer thereby.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and GSFA have each caused this Product Proposal dated 06/16/2025, GSFA Proposal Number 40616-25B to be executed by their duly authorized representatives effective as of the Executed Date.

ACCEPTED AND AGREED TO BY CUSTOMER

Signature of Authorized Customer Representative

Print Name

Title

Date**ACCEPTED AND AGREED TO BY GSFA**

Signature of Authorized GSFA Representative

Print Name

Title

Date

2 STANDARD TERMS AND CONDITIONS

Exhibit "A"

STANDARD TERMS AND CONDITIONS

1. Definitions.

- a. **"Agreement"** has the meaning given in the Product Proposal.
- b. **"Customer"** means the customer identified in the Product Proposal.
- c. **"Dealer Preparation,"** if applicable, means additional product(s) and/or services added or provided by GSFA after Manufacturer's completion of the Product and transportation to GSFA's premises prior to delivery to Customer, in accordance with the Dealer Supplied Products/Services List and/or a valid Change Order(s).
- d. **"Dealer Supplied Products/Services List"** means the Dealer Supplied Products and/or Services List attached to the Product Proposal as Exhibit D, which reflects all Dealer Preparation under the Agreement absent a valid Change Order(s).
- e. **"Grand Total Purchase Price"** means the total purchase price for the Product identified in the Product Proposal (subject to any adjustments required or permitted by these Terms and Conditions, including by the execution of a valid Change Order(s)).
- f. **"GSFA"** means Golden State Fire Apparatus, Inc., a California corporation.
- g. **"Manufacturer"** means the person or persons, company, firm, corporation, partnership, or other organization identified in the Product Proposal as responsible for manufacturing the Product.
- h. **"Party"** or **"Parties"** means GSFA and/or Customer, as applicable.
- i. **"Prepayment Discount"** means a discount to the purchase price for the Product granted to Customer in connection with Customer's advance payment of the Grand Total Purchase Price (or portion thereof, as specified in the Product Proposal), if applicable.
- j. **"Product"** means the fire apparatus(es) and any associated equipment listed in the Product Proposal and further described in the Specifications.
- k. **"Product Proposal"** means the GSFA proposal executed by Customer to which these Terms and Conditions are attached.
- l. **"Product Warranties"** means the Manufacturer warranties for the Product attached to the Product Proposal as Exhibit C.
- m. **"Specifications"** means the specifications for the Product attached to the Product Proposal as Exhibit B.
- n. **"Terms and Conditions"** means these Standard Terms and Conditions, which are attached to the Product Proposal as Exhibit A.

2. Purchase and Payment.

a. Purchase. Customer agrees to purchase the Product at the Grand Total Purchase Price (as such amount may be adjusted in accordance with these Terms and Conditions), pursuant to the payment terms set forth in the Product Proposal. The Grand Total Purchase Price is payable in U.S. dollars.

b. Contingency Reserve Fund. The Grand Total Purchase Price may include an amount to be set aside for the purpose of funding any future costs or financial obligations incurred by Customer under the Product Proposal or any valid Change Order(s) (the **"Contingency Reserve Fund"**). If applicable, the amount of any required Contingency Reserve Fund will be set forth in either the Product Proposal or Exhibit D. The Contingency Reserve Fund may be withdrawn against by Customer or GSFA for the purpose of satisfying Customer's payment obligations under the initial Product Proposal or any valid Change Order(s) (including, without limitation, a Change Order submitted by GSFA pursuant to Section 8.b). If a Contingency Reserve Fund is required under the Agreement, the amount of such fund is not intended as an estimate of the actual additional costs of contingencies, Change Orders, unforeseen items or other required work that may be incurred under the Agreement after submission of the Product Proposal to Customer, which amounts Customer acknowledges may exceed the Contingency Reserve Fund amount. The balance of any Contingency Reserve Fund will be credited against Customer's payment obligations, or otherwise returned to Customer within thirty (30) calendar days of delivery of all Products under the Agreement (provided that Customer has paid all amounts owed under the Agreement as of such date).

c. Prepayment Discount. If GSFA has granted Customer a Prepayment Discount, Customer must provide each associated prepayment (each, a “**Prepayment**”) within the time frame specified in the Product Proposal in order to receive such discount. Customer’s failure to timely make any Prepayment may result in: (i) GSFA’s termination of the Agreement; and/or (ii) Customer’s loss of the Prepayment Discount for the portion of the Grand Total Purchase Price represented by such outstanding Prepayment and the application of a late fee as set forth in Section 6, in each case in GSFA’s sole discretion.

d. State Sales Tax. Customer shall be responsible for the cost of state sales tax associated with, or attributable to, the Product. The taxes stated in the Product Proposal are subject to adjustment for the applicable state sales tax rate in effect at the time of delivery. Therefore, the sales tax set forth on the Product Proposal is only an estimate of such taxes and will be increased or decreased at the time of delivery if a change in the applicable sales tax rate has occurred, in which case Customer shall pay GSFA (or be refunded by GSFA) the difference in the applicable sales tax.

3. Product Completion Date. Within thirty (30) calendar days of the date on which the last required signatory executes the Product Proposal (such date, the “**Executed Date**”), GSFA shall submit to Customer a tentative Product completion date based on the then-estimated time to complete the manufacturing of the Product(s) and for the Product(s) to be ready for inspection and final approval by Customer at the manufacturing facility (which may differ from the Product completion estimate contained in the Product Proposal). Due to global supply chain constraints, any Product completion date contained herein, or in the Product Proposal, or otherwise provided to Customer, is a good faith estimate only as of the date provided to Customer, and merely an approximation based on current information available to GSFA and Manufacturer. Customer shall not be entitled to rely on any such estimate, and GSFA shall have no liability to Customer for a failure by GSFA or Manufacturer to meet any such estimate. All Product completion estimates are subject to modification and, if applicable, GSFA will provide updates to such estimates to Customer when available.

4. Stock / Demo Units. Notwithstanding any other provision contained in the Agreement (including Section 12 hereof concerning warranties), any Products constituting stock/demo unit(s) are sold to Customer on an as-is, first-come and first-served basis and GSFA makes no further representation or warranty to any customer with respect to such unit(s). Regardless of the terms of the Product Proposal, GSFA shall only be obligated to sell such stock/demo unit(s) to the first customer to enter into a purchase agreement with GSFA identifying such unit(s), and after the execution by GSFA of such agreement any subsequent purchase agreement (including the Agreement, as applicable) shall have no further force or effect with respect to such unit(s).

5. Multiple Unit Purchase. If the Grand Total Purchase Price includes pricing for multiple Products, the Product price stated in the Product Proposal shall only be valid if the quantity of Products being proposed are purchased at the same time, pursuant to the same Agreement. GSFA shall have no obligation to offer the same price for any Product if purchased by Customer pursuant to a later purchase agreement.

6. Late Fee; Storage Fee. A late fee equal to 0.033% of the outstanding portion of the Grand Total Purchase Price will be charged per calendar day for overdue payments beginning ten (10) calendar days after the payment is due and continuing for the first thirty (30) calendar days thereafter. After such thirty (30) calendar day period, the late fee shall increase to 0.044% per calendar day until payment of the outstanding portion of the Grand Total Purchase Price is received; provided that if Customer is a public agency, the foregoing late fees shall not exceed the statutory limit set forth in Section 926.10 of the California Government Code. If Customer is unable to satisfy the delivery requirements hereunder or is unwilling to take delivery of the Product, then GSFA shall be entitled to a storage charge running from the earlier of: (i) the date of delivery agreed to between GSFA and Customer (provided GSFA is willing and able to deliver the Product on such date), or (ii) twenty-one (21) calendar days after GSFA notifies Customer that the Product is available for delivery. The storage charge is equal to: (i) \$175.00 per calendar day per apparatus stored, or (ii) the actual charges incurred by GSFA with a third party for storage of the Product, whichever is greater. Such storage charge shall continue until the actual time of delivery and Customer’s possession of the Product, and any such storage by GSFA or such third party shall be at the sole risk of Customer.

7. Delivery; Inspection and Acceptance.

a. Delivery. Subject to Section 5 hereof, the Product is scheduled to be delivered to the location and within the time period specified in the Product Proposal. Such delivery date is an estimate, and GSFA is, notwithstanding this Section 7.a, not bound to such date unless it otherwise agrees in a separate writing to complete delivery by a date certain. For the avoidance of doubt, GSFA is not responsible for delivery delays caused by or because of actions, omissions or conduct of Customer, the Manufacturer, or their respective employees, affiliates, suppliers, contractors, and carriers. Risk of loss for the Product shall pass to Customer at the point and time of delivery (which shall include an attempted delivery by GSFA which cannot be completed due to any act or omission of Customer). However, title to the Product shall only pass to Customer upon delivery if Customer has then fully paid GSFA all amounts due hereunder (including additional amounts due under any valid Change Order). Absent GSFA's separate written agreement, which it may or may not provide in its sole and absolute discretion, delivery of the Product will not occur before Customer has fully paid all amounts due under the Agreement and provided proof of insurance reasonably satisfactory to GSFA. If GSFA permits Customer to take possession of the Product prior to such payment, Customer may not mount equipment, conduct training, or place the Product into service until all amounts due under the Agreement have been paid. If Customer has ordered multiple Products, GSFA reserves the right to deliver such Products in installments and to separately invoice Customer for such Products.

b. Inspection and Acceptance. Upon delivery, Customer shall have ten (10) calendar days within which to inspect the Product for substantial conformance to the Specifications, and in the event of substantial non-conformance to the Specifications to furnish GSFA with written notice sufficient to permit GSFA to evaluate such non-conformance ("**Notice of Nonconformance to Specifications**"). Contingent upon part availability and Customer's cooperation, any Product not in substantial conformance to material Specifications shall be remedied by GSFA (by repair or replacement, at GSFA's election) within thirty (30) calendar days from GSFA's receipt of the Notice of Nonconformance to Specifications. In the event GSFA does not receive a Notice of Nonconformance to Specifications within ten (10) calendar days of delivery, the Product will be deemed to be in conformance with Specifications and accepted by Customer.

8. Changes to Agreement Terms.

a. Change Orders. The Customer may request that GSFA incorporate a change to the Product or the Specifications for the Product, or GSFA may submit changes to the Agreement required or permitted to be made by GSFA (pursuant to Section 8.b or otherwise), by delivering a written Change Order to the other party hereto, which shall include a description of the proposed change sufficient to permit the receiving party to evaluate such change (either, a "**Change Order**"). For any Change Order submitted by Customer, GSFA will provide Customer a written response (a "**Response**") stating (i) whether GSFA will accommodate such Change Order (which GSFA may decide in its sole and absolute discretion); and (ii) the terms of the modification to the order, including any increase or decrease in the Grand Total Purchase Price resulting from such Change Order, a date on which any increase in the Grand Total Purchase Price must be paid, and an estimate of any effect on production scheduling or delivery resulting from such Change Order. Customer shall have seven (7) calendar days after receipt of the Response to notify GSFA as to whether Customer desires to make the changes GSFA has approved in the Response. In the event Customer countersigns GSFA's Response, Customer shall pay the increase (or be refunded the decrease) in the Grand Total Purchase Price by the date specified in the Response. GSFA may also send Customer a Change Order to account for any changes to the Agreement required or permitted to be made by GSFA (including those changes required pursuant to Section 8.b hereof), and such Change Order shall be effective upon delivery to Customer unless Customer elects to terminate the applicable Product order under the Agreement in accordance with Section 9.

b. Additional Changes.

i. Component Price Volatility; Increases Imposed by Manufacturer. GSFA shall not be responsible for (i) any unforeseen price increase or surcharge enacted by suppliers of major components of the Product (including but not limited to commercial chassis, engine, transmission, and fire pump); or (ii) price increases imposed on GSFA by Manufacturer pursuant to Manufacturer's terms and conditions for sale of the Product (a "**Manufacturer**

Price Increase”), after Customer becomes bound by the Agreement. Customer shall be responsible for all amounts arising from any price increases for major components of the Product (including all associated taxes and fees thereon) or any Manufacturer Price Increases occurring after the execution of the Agreement which increase the cost of the Product to GSFA, and such amounts will be documented on a Change Order adjusting the Grand Total Purchase Price accordingly. Customer shall pay any such price increase prior to Product delivery. A Manufacturer Price Increase may include, but shall not be limited to, an increase in Product price resulting from an increase in the Producer Price Index of Components for Manufacturing (see www.bls.gov Series ID: WPUID6112) in excess of a compounded annual growth rate of five percent (5%), as measured between the month Manufacturer accepts the applicable Product order and the month that is fourteen (14) months prior to the then-current estimated Product completion date (the foregoing, a **“PPI-Based Price Increase”**). If, upon Customer’s receipt of a Change Order reflecting a PPI-Based Price Increase, Customer elects to terminate the applicable Product order in accordance with Section 8.b.iii rather than pay such increase, then in lieu of the cancellation fees described in Section 9.a hereof GSFA shall be entitled to recover and Customer shall pay GSFA’s actual non-reimbursable costs incurred in connection with the Product order through the date of Customer’s termination of such Product order.

ii. New Legal Standards. In the event the Product design, materials or specifications require an alteration arising from new regulations issued by any governmental entity or trade association, including, but not limited to, the NFPA, DOT, and EPA, and such alteration increases the cost of the Product to GSFA, Customer shall be responsible for changes to the Grand Total Purchase Price arising from such alteration. GSFA shall promptly notify Customer when it becomes aware of any potential or required change in regulations occurring prior to delivery that would impact the Product purchased.

iii. Change Orders. Customer shall execute any Change Order submitted by GSFA documenting any of the changes required or permitted by Sections 8.b.i and 8.b.ii above (which shall, to the extent practicable, itemize any increases in the Grant Total Purchase Price and specify a commercially reasonable date by which Customer must pay such increase), unless Customer instead elects to terminate the applicable Product order under the Agreement within fifteen (15) calendar days of Customer’s receipt of such Change Order and in accordance with Section 9. Absent such a termination, failure or refusal to execute a Change Order does not alter Customer’s obligations under this Section 8.b.

c. Changes in Commercial Specifications. Specifications for all components of the Product manufactured by companies other than the Manufacturer are subject to change without notice. Specifications for such components will be as available at the time of manufacture of the Product. GSFA shall not be liable for any deviations in such specifications arising from a substitution of components or changes in the design of any component by their original manufacturer.

9. Termination.

a. By Customer. Customer may terminate a Product order identified in the Product Proposal or a Change Order by providing written notice to GSFA in accordance with Section 16 hereof. If Customer elects to terminate a Product order, Customer shall pay GSFA a cancellation fee as follows: (a) after the Product order is accepted and entered by GSFA, 10% of the portion of the Grand Total Purchase Price applicable to such Product (including all associated taxes, fees and costs) (such amount, the **“Product Purchase Price”**); (b) after completion of the pre-construction phase of the order process, 20% of the Product Purchase Price; and (c) after the requisition of any materials or commencement of any manufacturing or assembly of the Product by either GSFA or Manufacturer but before substantial completion of such Product, 50% of the Product Purchase Price. Customer shall not be permitted to terminate a Product order after substantial completion of manufacturing and assembly of such Product (excluding any Dealer Preparation or other pre-delivery services or untypical Product customization, if applicable). Notwithstanding the foregoing, if the applicable tier of cancellation fee is not sufficient to cover all actual costs and fees incurred by GSFA with Manufacturer in connection with Customer’s termination of the Product order (**“Manufacturer Termination Fees”**), then in addition to such cancellation fee Customer shall pay the balance of all Manufacturer Termination Fees. If Customer received a Prepayment Discount, such discount shall not be considered for the purpose of calculating the above cancellation fee. The tier of cancellation fee applicable to any cancellation,

as well as the determination of whether a Product has reached substantial completion, shall be in the sole and absolute discretion of GSFA. Customer may request a fee waiver, and GSFA, in its sole discretion, may agree to waive and/or adjust such fee. GSFA will return the balance of the Grand Total Purchase Price or Product Purchase Price, as applicable, within thirty (30) calendar days of the effective date of the cancellation of the Product order or termination of the Agreement.

Customer may terminate the Agreement for an Event of Default by GSFA after providing GSFA with written notice in accordance with Section 16 (which notice shall describe with reasonably particularity the Event of Default justifying such termination) if such Event of Default remains uncured (if capable of cure) thirty (30) days following GSFA's receipt of such notice; provided, however, that the foregoing cure period shall continue if and for so long as GSFA has commenced and is continuing to undertake commercially reasonable efforts to cure such Event of Default as promptly as reasonably practicable.

b. By GSFA. GSFA may terminate the Agreement for an Event of Default by Customer after providing Customer with written notice in accordance with Section 16 (which notice shall describe with reasonably particularity the Event of Default justifying such termination) if such Event of Default remains uncured (if capable of cure) thirty (30) days following Customer's receipt of such notice; provided, however, that the foregoing cure period shall continue if and for so long as Customer has commenced and is continuing to undertake commercially reasonable efforts to cure such Event of Default as promptly as reasonably practicable. Notwithstanding the foregoing, GSFA may terminate the Agreement effective immediately upon written notice to Customer for Customer's failure to pay any amount owed under the Agreement when due.

Notwithstanding any other provision of this Agreement, if Customer terminates a Product order in accordance with Section 9.a above, GSFA may elect to instead terminate the Agreement upon notice to Customer in accordance with Section 16 hereof. If GSFA terminates the Agreement in accordance with this Section 9.b, Customer shall pay the applicable tier of cancellation fee for all Products pursuant to Section 9.a above as if Customer had elected to terminate each applicable Product order.

c. Based on Discontinuation or Cancellation by Manufacturer. In the event that Manufacturer cancels a Product order (provided that such cancellation is not the result of an act by Customer in violation of the Agreement) or discontinues the manufacture of a Product prior to its completion and delivery: (i) if such Product is the only Product contemplated under the Agreement, then the Agreement shall terminate; or (ii) if additional Products are contemplated under the Agreement, then only the Product order for the applicable cancelled or discontinued Product shall be terminated. Such Agreement termination or Product termination, as applicable, shall be effective upon GSFA's written notice to Customer of such cancellation or discontinuance in accordance with Section 16 hereof. GSFA's only obligation to Customer in such event shall be the return of any Prepayment paid by Customer for the cancelled or discontinued Product. For the avoidance of doubt, the cancellation fees contemplated in Section 9.a hereof shall not apply in the event of a termination pursuant to this Section 9.c.

10. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with GSFA and Manufacturer during the Product manufacturing and Dealer Preparation process. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to any requests from Manufacturer or GSFA and the participation of Customer's authorized representatives in traveling to Manufacturer's facility for inspections and approval of the Product, including a final approval before the Product leaves Manufacturer's facility.

11. Representations and Warranties. Customer hereby represents and warrants to GSFA as of the Executed Date that the execution of the Agreement and the purchase of the Product(s) and performance of the other obligations of Customer under the Agreement have been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances, purchasing policies, and other governing documents, and executed by the appropriate Customer employees, officials, and/or representatives, and funding for Customer's performance of its obligations under the Agreement has been duly budgeted and appropriated by Customer.

12. Standard Warranty. All applicable Manufacturer warranties are contained in the Product Warranties. Any additional warranties must be expressly approved in a writing signed by GSFA, and Customer acknowledges and agrees that Manufacturer will not be liable for any such additional warranties.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THE AGREEMENT, GSFA, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, OR REPRESENTATIVES, DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCT (WHETHER RELATING TO THE CONDITION OR QUALITY OF THE PRODUCT, OR OTHERWISE) PROVIDED HEREUNDER OR OTHERWISE REGARDING THE AGREEMENT (INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO ANY APPLICABLE DEALER PREPARATION), WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY GSFA. STATEMENTS MADE BY SALES CONSULTANTS OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall GSFA be liable for special, consequential, incidental, indirect or punitive damages incurred by Customer in connection with any matter arising out of or relating to the Agreement, or the breach thereof, even if GSFA has been advised of the possibility of such damages, and regardless of whether such damages arise out of breach of warranty, the Agreement, indemnity, whether resulting from non-delivery or from GSFA's own negligence, or otherwise, except and solely to the extent such damages arise from the gross negligence or willful misconduct of GSFA.

13. Default. The occurrence of one or more of the following events (each, an "**Event of Default**") shall constitute a default under the Agreement: (a) Customer's failure to pay any amounts due or to perform any of its obligations under the Agreement; (b) GSFA's failure to perform any of its obligations under the Agreement; (c) either Party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either Party under the Agreement which is false in any material respect; (e) any action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity during the term of the Agreement; (f) any other material breach of the terms of the Agreement by a Party; or (g) a default or breach by Customer under any other agreement with GSFA or its affiliates.

14. Indemnification of GSFA. Customer shall indemnify, defend, and hold harmless GSFA, its agents, servants, successors and assigns from and against all losses, damages, injuries, claims, demands and expenses, including attorneys' fees and other legal expenses, of whatever nature ("**Damages**"), to the extent such Damages arise out of or in connection with: (i) Customer's breach of the Agreement, or (ii) Customer's use, storage, or operation of the Product following delivery, regardless of where, how, and by whom operated (excluding any negligent operation by GSFA). The indemnification and assumptions of liability and obligation herein provided shall continue in full force and effect notwithstanding the termination of the Agreement, whether by expiration of time, by operation of law or otherwise. This provision is not intended to and shall not constitute the exclusive remedy of the Parties under the Agreement; the Parties may seek indemnity from one another under other legal principles, whether based in equity or law, so long as they do not nullify or cancel the effects of this paragraph.

15. Force Majeure. GSFA shall not be responsible nor deemed to be in default of any provision of the Agreement on account of delays in performance due to causes which are beyond GSFA's or Manufacturer's control and which make GSFA's performance impracticable, including but not limited to wars, insurrections, strikes or labor unrest, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of federal, state or local government, failure or delays in transportation, inability to obtain necessary labor, supplies or manufacturing facilities, supply chain issues, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, disease, pandemics or epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their agreements or labor troubles causing cessation, slowdown, or interruption of work.

16. Notice. Any notices, requests, consents, claims, demands, waivers and other communications required or permitted to be given hereunder must be given in writing at the address of each Party set forth below, or to such other address as either Party may substitute by written notice to the other in accordance with this Section 16, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally recognized private express courier. All such communications will be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) on the third (3rd) calendar day after the date mailed, by registered, express or certified mail; or (iii) when delivered by the addressee if sent by a nationally recognized private express courier.

GSFA:

Golden State Fire Apparatus Inc.
7400 Reese Road
Sacramento, CA 95828

CUSTOMER:

To the address listed in the Product Proposal

17. Contradictions. In the event of a conflict between the Agreement and any Change Order, or between Change Orders, the terms of the latest executed Change Order shall control.

18. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("**MSO**") for the Product covered by the Agreement, if applicable, shall be retained and remain in the possession of GSFA per California Department of Vehicles (DMV) directives. Notwithstanding the foregoing, GSFA shall provide Customer with the original MSO if the Customer is self-registering, and Customer shall comply with all good-faith Process of Duty and other DMV requirements applicable to the Product and retain its own MSO.

19. Assignment. The relationship of the Parties established under the Agreement is that of independent contractors and neither Party is a partner, employee, agent, or joint venturer of or with the other. Neither Party may assign its rights and obligations under the Agreement unless it has obtained the prior written approval of the other Party.

20. Governing Law; Jurisdiction; Disputes. Without regard to any conflict of laws provisions, the Agreement is to be governed by and under the laws of the state of California. Prior to taking any legal action that may and/or can arise out of the Agreement, the Parties shall first attempt mediation with an agreed upon mediator. If the Parties cannot agree upon a mediator within thirty (30) calendar days of the submission of written notice of a dispute in accordance with Section 16 hereof, if any disputed matter remain unresolved within thirty (30) calendar days of the commencement of discussions, or if any party refuses to meet, then either party may submit any remaining disputes concerning and/or claim regarding the Agreement and/or the terms and conditions herein to the Superior Court, County of Sacramento (and the parties expressly consent to exclusive personal jurisdiction and venue before such court).

21. Entire Agreement; Amendments. The Agreement, including the Product Proposal, its exhibits and all valid Change Orders, is the exclusive agreement between the Parties regarding the subject matter contained herein and therein. No change in, modification of, or revision of the Agreement shall be valid unless in writing and signed by duly authorized representatives of both Parties with authority to sign such amendments to the Agreement.

END OF STANDARD TERMS AND CONDITIONS



3 PRODUCT SPECIFICATIONS

Exhibit "B"



FIRE TRUCKS

CITY OF CLOVIS FIRE DEPT.
TYPE 6
"PONDEROSA"

LOW VOLTAGE TEST REQUIRMENTS

The fire apparatus low voltage electrical system shall be tested as required by this section and the test results shall be certified by the apparatus manufacturer. The certification shall be delivered to the purchaser with the documentation for the completed apparatus. The tests shall be performed when the air temperature is between 0 degrees Fahrenheit and 110 degrees Fahrenheit.

TEST SEQUENCE

The three tests defined below shall be performed in the order in which they appear. Before each test, the chassis batteries shall be fully charged until the voltage stabilizes at the voltage regulator set point and the lowest charge current is maintained for 10 minutes. The failure of any of these tests shall require a repeat of the test sequence.

RESERVE CAPACITY TEST

The chassis engine shall be started and kept running until the chassis engine and engine compartment temperatures are stabilized at normal operating temperatures and the chassis battery system is fully charged. The chassis engine shall be shut off and the minimum continuous electrical load shall be applied for 10 minutes. All electrical loads shall be turned off prior to attempting to restart the chassis engine. The chassis battery system shall then be capable of restarting the chassis engine. The failure to restart the chassis engine shall be considered a failure of this test.

ALTERNATOR PERFORMANCE TEST AT IDLE

The minimum continuous electrical load shall be applied with the chassis engine running at idle speed. The chassis engine temperature shall be stabilized at normal operating temperature. The chassis battery system shall be tested to detect the presence of a chassis battery current discharge. The detection of chassis battery current discharge shall be considered a failure of this test.

ALTERNATOR PERFORMANCE TEST AT FULL LOAD

The total continuous electrical load shall be applied with the chassis engine running up to the engine manufacturer's governed speed. The test duration shall be a minimum of two hours. The activation of the electrical system load management system shall be permitted during this test. The activation of an alarm due to excessive chassis battery discharge, as detected by the system required by NFPA (current edition), or an electrical system voltage of less than 11.8 volts direct current for a 12 volt direct current nominal system, for more than 120 seconds, shall be considered a failure of this test.

LOW VOLTAGE ALARM TEST

Following the completion of the tests described above, the chassis engine shall be turned off. With the chassis engine turned off, the total continuous electrical load shall be applied and shall continue to be applied until the excessive battery discharge alarm activates. The chassis battery voltage shall be measured at the battery terminals.

The test shall be considered to be a failure if the low voltage alarm has not yet sounded 140 seconds after the voltage drops to 11.70 volts direct current for a 12 volt direct current nominal system. The chassis battery system shall then be able to restart the chassis engine. The failure of the chassis battery system to restart the

chassis engine shall be considered a failure of this test.

The completed fire apparatus shall undergo a complete 12 volt electrical load and performance testing per applicable sections of NFPA standards with inspection and test sheets included in delivery documentation.

DOCUMENTATION

The apparatus manufacturer shall provide the results of the low-voltage electrical system performance test, certified in writing, with the documentation provided to the purchaser at the time of delivery of the completed apparatus.

The test results shall consist of the following documents:

- (1) Documentation of the electrical system performance tests.
- (2) A written electrical load analysis, including the following:
 - (a) The nameplate rating of the alternator.
 - (b) The alternator rating under the conditions specified in NFPA 1906 (current edition).
 - (c) Each of the component loads specified that make up the minimum continuous electrical load.
 - (d) Additional electrical loads that, when added to the minimum continuous electrical load, determine the total continuous electrical load.
 - (e) Each individual intermittent electrical load.

TEST RESULTS

BME Fire Trucks LLC. shall provide results of the apparatus testing and shall certify the following:

The weight of the completed apparatus, when loaded to its estimated in service weight, does not exceed the GVWR and GAWR of the chassis.

The complete unit, when loaded to its estimated in service weight, meets the weight distribution and vehicle stability requirements, as defined in the current NFPA guidelines.

The unit meets all required federal standards pertaining to the manufacturer and completion of the apparatus and a label tag has been affixed to the apparatus by the manufacturer stating same.

BME Fire Trucks LLC. shall provide all testing results, including engine, speed, acceleration, road ability, braking, and auxiliary braking to the Purchaser at the time of delivery.

GENERAL WARRANTY PROVISIONS

All materials and workmanship herein specified, including all equipment furnished, shall be guaranteed for a period of one (1) year after the acceptance date of the apparatus, unless otherwise noted, with the exception of any normal maintenance services or adjustments which shall be required. Under this warranty, BME Fire Trucks, LLC. shall be responsible for the costs of repairs to the apparatus that have been caused by defective workmanship or materials during this period.

This warranty shall not apply to the following:

- Any component parts or trade accessories such as chassis, engines, tires, pumps, devices, batteries, electric lights, bulbs, alternators, and all other installed equipment and accessories, in as much as they are usually warranted separately by their respective manufacturers, or are subject to normal wear and tear.
- Failures resulting from the apparatus being operated in a manner or for a purpose not recommended by the apparatus manufacturer.
- Loss of time or use of the apparatus, inconvenience or other incidental expenses.
- Any apparatus which has been repaired or altered without written consent or outside of the apparatus manufacturer's factory and or authorized service center in any way that affects its stability, or which has been subject to misuse, negligence, or accident.
- Delivery of the apparatus to repair site.

DISCLAIMER

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER AND ALL OTHER OBLIGATIONS OR LIABILITIES. FURTHER, THE COMPANY EXCLUDES LIABILITY FOR CONSEQUENTIAL AND INCIDENTAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER. No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the seller; and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

OBTAINING SERVICE

Return the vehicle to any BME Fire Trucks, LLC. dealer/authorized service center; Return the vehicle to BME Fire Trucks, LLC. or contact BME Fire Trucks, LLC.. BME Fire Trucks, LLC. shall be solely responsible for determining the extent of repair under the terms of the warranty. Transportation costs shall be the responsibility of the purchaser.

MATERIAL AND WORKMANSHIP

All equipment provided shall be guaranteed to be new and of current manufacture, and unless specified otherwise, shall meet all requirements of these specifications and prevailing NFPA documents and be in condition at time of delivery for use as specified for this type of apparatus.

All workmanship shall be of the highest quality and accomplished in a professional manner so as to insure a functional apparatus with a high quality aesthetic appearance.

The construction shall be rugged and ample safety factors shall be provided to carry the loads specified to meet both on and off road requirements.

The apparatus shall be designed and the equipment mounted with due consideration to the distribution of load between the front and rear axles, so all specified equipment, with a full complement of personnel, can be carried without damage to the apparatus.

BODY AND STRUCTURAL WARRANTY

BME Fire Trucks, LLC. shall warrant each new apparatus body, if used in a normal and reasonable manner, against structural defects caused by defects in material, design or workmanship for a period of ten (10) years, covering parts & labor to the original purchaser which shall start on day of acceptance.

This warranty shall not apply to:

- Normal maintenance services or adjustments
- To any vehicle which will have been repaired or altered outside of our factory in any way so as, in the judgment of BME Fire Trucks, LLC., to affect it's stability, nor which has been subject to misuse, negligence, or accident, nor to any vehicle made by us which will have been operated to a speed exceeding the factory rated speed, or loaded beyond the factory rated load capacity.
- Commercial chassis and associated equipment furnished with chassis, signaling devices, generators, batteries, or other trade accessories as they are usually warranted separately by their respective manufacturers.
- Shipping costs of parts or apparatus for purposes of repair or replacement of parts. This warranty is in lieu of all other warranties, expressed or implied. All other representations as to the original purchaser and all other obligations or liabilities, including for incidental or consequential damage on the company's behalf unless made in writing by the company.

PLUMBING WARRANTY

The stainless steel fire pump plumbing shall carry a ten (10) year parts and labor warranty against defects in workmanship and perforation corrosion.

AKRON VALVE WARRANTY

The Akron valves shall carry a five (5) year manufacturer's warranty. Provisions of this warranty shall be provided with the completed apparatus documentation.

PAINT WARRANTY

This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any:

Topcoat Durability & Appearance: Gloss, Color Retention &Cracking

0-72 months 100%
73-96 months 50%
97-120 months 25%

Integrity of Coating System: Adhesion, Blistering/Bubbling

0-36 months 100%
37-84 months 50%
85-120 months 25%

Corrosion: Dissimilar Metal and Crevice

0-36 months 100%
37-48 months 50%
49-72 months 25%
73-120 months 10%

Corrosion Perforation

0-120 months 100%

This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the BME Fire Trucks LLC. Basic One Year Limited Warranty.

CHASSIS WARRANTY

The specified chassis shall be provided with the chassis manufacturer's warranty. The exact provisions of this warranty shall be supplied with the completed apparatus documentation.

APPARATUS OPERATION MANUAL(S)

BME Fire Trucks, LLC. shall provide (2) electronic apparatus operational manual(s) on a USB thumb drive.

CHASSIS SPECIFICATIONS-FORD F550

Ford F550

Crew Cab

Diesel Engine

Automatic Transmission

4x4

Dual Alternators

Steel Wheels

Power Equipment Group - 1st Row (front-seat) windows with one-touch up/down 2nd Row (rear-seat) Power windows (Super/Crew Cab) Power Door-Locks with backlit switches and accessory delay

10041-0003

08/05/25

XLT Value Package ; Autolock/Auto Unlock, Electrochromic Rear View Mirror, Power Driver's Seat (eight-way), Rear Under Seat Storage (not available with Regular Cab or Crew Cab; fixed/non-locking on SuperCab), Heated Driver Seat (not available with Regular Cab), Rear Window Defrost, Remote Start, Power Adjustable Pedals

8" LCD Touchscreen

AM/FM Stereo MP3 Player

Power Folding Side Mirrors

Cloth Seats

CAB SEATING AND WEIGHT ALLOWANCE

A warning label shall be installed in the cab to indicate seating positions.

LABELS, STANDARD PACKAGE SET

A standard set of labels shall be provided and installed on the inside of chassis cab area. The labels shall contain the required information based on the applicable components for the apparatus.

DATA PLAQUE

A data plaque shall be provided and installed on the inside of the cab. The data plaque shall contain the required information based on the applicable components for the apparatus:

- Engine oil
- Engine coolant
- Chassis transmission fluid
- Drive axle lubricant
- Power steering fluid
- Pump, generator, or other component lubrications
- Other NFPA applicable fluid levels or data as required
- Paint manufacturer, type, and color number
- Tire Speed Ratings

DATA PLAQUE

A data plaque shall be provided and installed. The plaque shall contain the following information.

- Pump make and model
- GPM capacity rating
- Truck serial and production number
- Pump performance (specific GPMs at rated pressures with engine RPM)

- Governed engine RPM
- Pump gear ratio

WARNING LABEL -- NO RIDING ON REAR

A warning label shall be provided and installed in the rear step area of the apparatus that states the following:

"WARNING: DO NOT RIDE ON REAR STEP WHILE VEHICLE IS IN MOTION. DEATH OR SERIOUS INJURY MAY RESULT

WARNING LABEL -- OCCUPANT SEATED AND BELTED

A warning label that complies with FAMA07 shall be provided and installed in a location visible to all occupants of the cab that states the following:

Label shall read "Crash hazard occupants must be seated and belted when vehicle is in motion. Use only OEM approved belts. Unbelted occupants are at greater risk of injury or death in a crash."

WARNING LABEL -- SIREN NOISE

A warning label that complies with FAMA42 shall be provided and installed inside the driver's cab door that states the following:

Label shall read, "Sirens produce loud sounds that may damage hearing. Roll up windows. Wear hearing protection. Use only for emergency response. Avoid exposure to siren sound outside of vehicle."

WARNING LABEL -- HELMET WORN IN CAB

A warning label that complies with FAMA43 shall be provided and installed in a location visible to all occupants of the cab that states the following:

The label shall read, "Crash Hazard. Do not wear helmet while seated unless necessary during suppression operations. Serious head or neck injury may result from helmet use in cab. Failure to comply may injure or kill".

AIR FILTER EMBER PROTECTION SCREEN WARNING LABEL

A warning label shall be provided and installed in the apparatus cab interior that states the following:

"THIS VEHICLE HAS AN AIR INTAKE EMBER SCREEN WHICH REQUIRES PERIODIC INSPECTION & CLEANING"

FRESH AIR EMBER SEPARATOR WARNING LABEL

A warning label shall be provided and installed in the apparatus cab interior that states the following:

"THIS APPARATUS IS EQUIPPED WITH A CAB FRESH AIR INTAKE EMBER PROTECTION SCREEN. ROUTINE INSPECTION IS REQUIRED"

MANUFACTURER LOGO

The apparatus shall include a BME logo plaque which shall be affixed at the rear of the apparatus.

The BME plaque shall feature white reflective material on the outside of the Maltese cross and red reflective material in the middle.

REAR TOW PLATES

Two (2) painted bolt-on tow plates constructed of 3/4" steel shall be fastened directly to the rear chassis frame rails. The tow plates shall be equipped with 3" inside diameter holes.

The tow plate shall be painted or powder coated job color.

CENTER -- FRONT BUMPER COMPARTMENT

One (1) recessed hose storage compartment shall be installed in the center front bumper. The compartment shall be constructed of smooth aluminum. The floor of the compartment shall have drain holes provided.

BUMPER COMPARTMENT DOOR

An aluminum embossed tread plate door shall be installed on the specified front bumper compartment. The non-skid surface door shall have a stainless steel hinge at the rear.

The specified bumper compartment door shall feature a hold open device to allow the compartment door to stay open and not hit the hood, grille, or headlight area. There shall be a hose storage tray installed on top of the door, with strap retention. To be painted black in color.

The specified door(s) shall have a Polished stainless-steel D-ring door handle.

BUMPER COMPARTMENT GRATING

The specified bumper compartment shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

The specified Dri-Dek grating shall be black in color.

CUSTOMCUSTOM FABRICATED BUMPER

A front custom fabricated front bumper shall be made and installed. The bumper shall have mounting provisions for one (1) LED light on each side of bumper. The bumper shall also have cutouts and mounting provisions for

up to two (2) siren speakers. The front bumper shall be made of steel and shall be painted gloss black, with the top portion coated in slip resistant durabak.

AUXILIARY OFF ROAD LIGHT

There shall be two PIAA 560 LED driving lights installed in the front bumper located in the supplied cutouts.

EXHAUST SYSTEM MODIFICATION

The chassis exhaust system shall be modified to exit on the passenger side aft of the wheels, the exhaust tip shall terminate even with the body edge.

REAR MUD FLAPS

The apparatus shall have black mud flaps installed behind the rear wheels that will meet the current D.O.T. requirements.

CAB LENGTH RUNNING BOARDS

There shall be cab length aftermarket running boards installed under the driver side and passenger side cab doors.

CAB DOOR REFLECTIVE PANELS

The cab doors shall include reflective trim installed inside each door.

Specified part shall include Black reflective striping.

AIR HOSE OUTLET

There shall be one (1) female quick connect air outlet provided and installed. The quick connect fitting shall provide connection to a utility air hose and shall be located on the pump panel. There shall be a shut off located at the tank.

UNDERHOOD LIGHTS

There shall be one (1) LED light(s) installed under the hood of the chassis. Lights shall have local switching located under the hood.

AIR FILTER EMBER PROTECTION SCREEN AND WARNING LABEL

The chassis air intake shall be protected by an ember guard of 18 Mesh, 0.017-inch wire diameter, and a maximum mesh opening of 0.039 inches. The ember guard shall be sized to fit and located at the intake opening. The screen shall be readily accessible for inspection and maintenance.

EMBER SEPARATOR -- FRESH AIR INTAKE TO CAB

The cabin air filter shall be protected by an ember guard with a maximum mesh opening of 0.039 inches.

EMBER SEPARATOR

The final stage manufacturer shall install a stainless steel ember separator within the auxiliary fire pump engine air intake system.

OEM TINTED CAB WINDOWS

The cab windows shall remain as tinted by the OEM chassis manufacturer for UV resistance only, no aftermarket tinting shall be done.

TIRE PRESSURE INDICATOR SYSTEM

There shall be a tire pressure indicator at each tire's valve stem on the vehicle that shall indicate if there is insufficient pressure in the specific tire.

VIAIR ULTRA-DUTY ONBOARD AIR SYSTEM

The cab shall have a Viair Ultra-Duty Onboard Air System installed. The system shall include a 12V DC, 20 Amp, 200 PSI air compressor, 2-1/2" gallon tank and pressure sensor. The exact location shall be determined at the pre-construction meeting.

SUSPENSION LIFT AND LEVEL

The truck shall get the following suspension modifications:

Front 2" level with new front shocks

Rear 3" lift w new rear shocks.

No aftermarket chassis skid plates shall be supplied.

TIRE REPLACEMENT

The factory tires shall be replaced with six (6) Toyo M608Z 265/70r19.5 tires. The tires shall be mounted and balanced.

PORTABLE PUMP

A Darley 1-1/2AGE 24K portable pump shall be provided on the apparatus. The unit shall have a liquid cooled, 24 HP, Kubota D902 diesel engine equipped with an electric start.

Pump Performance

20 gpm @ 310 psi
140 gpm @ 145 psi
180 gpm @ 80 psi

Diesel Engine

Kubota, D902 Diesel, water-cooled, 24 hp.

Fuel Supply

The engine shall be piped to the chassis fuel system with provisions to prevent fuel drain back to the tank when the engine is shutdown.

Fuel Prime

A fuel re-prime pump shall be provided to assist in fuel delivery to the diesel engine from the chassis tank.

Lubrication

Pressure feed with spin-on filter.

Starter

12-volt electric wired into the chassis battery system

Exhaust

A spark arrestor shall be provided on the engine exhaust system.

Air Intake

An air cleaner shall be provided with easy access to remove the element.

An ember screen shall be provided on the inlet to the air cleaner.

DARLEY FIRE PUMP WARRANTY

A three (3) year warranty on the Darley fire pump shall be provided. The provisions of this warranty shall be described in the completed apparatus documentation.

DUAL DARLEY DELUXE PANELS

The auxiliary pump shall be controlled by a dual Darley, Deluxe panel set up. One panel shall be located on the pump panel and one panel shall be located in the cab console.

ELECTRIC PRIMER SPECIFICATIONS

A 12 volt electrically driven positive displacement fire pump primer system shall be installed. The priming pump shall be constructed of heat treated aluminum and hard coat anodized and shall not use oil in the operation. The system shall perform in compliance to applicable NFPA standards.

PRIMER CONTROL

The pump primer shall be activated by a push button located on the Darley pump control panels, one on the

pump panel and one on the cab center console.

FIRE PUMP TEST

The fire pump shall undergo factory fire pump tests for a minimum of 30 minutes of continuous pump at rated capacity at rated net pump pressure prior to delivery of the completed apparatus. The complete pump test shall include a pressure control test, a priming system test, a vacuum test and a water tank to pump flow test. The factory pump testing results shall be furnished on delivery.

AUXILIARY PUMP PLUMBING

The auxiliary fire pump plumbing system shall utilize stainless steel piping incorporating hosing to allow for flex. The piping shall utilize TIG welding to provide a complete seal. Hard angles shall be avoided when possible to improve water flow characteristics. The piping shall utilize Victaulic couplers whenever possible to allow flex as the body module flexes.

Threaded sections of piping shall be avoided to reduce the leak potential of the system. Victaulic couplers shall be used in place of threading to reduce leak potential. Schedule 10 stainless steel piping shall be used for transport type piping. Schedule 40 stainless steel shall be used for areas requiring threading to provide a stable threading base. Brackets shall be installed to support threading locations thereby reducing the potential for leaks.

All hoses shall be connected directly to the tank due to the different flex ratios of the tank to body. Any front discharges, any rear discharges, and all cross lays shall use hose to reach the actual discharge. The use of hose shall be utilized due to the difference in flex or movement between the discharge location and the pump connection.

AUXILIARY FUEL SYSTEM

The fuel system for the auxiliary fire pump shall be plumbed to the chassis fuel system. There shall be a separate fuel pickup tube mounted in the chassis fuel tank specifically for a separate engine driven pump assembly. There shall be an electric fuel pump with regulator and fuel hose furnished between the chassis fuel tank and the auxiliary pump.

AUXILIARY FIRE PUMP ELECTRIC START WIRING TO CHASSIS

Properly sized 12 volt positive and negative cables shall be provided from the chassis battery to the auxiliary fire pump.

AUXILIARY PUMP OIL DRAIN EXTENSION

There shall be an oil drain extension installed on the auxiliary pump. This will allow for the engine oil to be drained without removing the auxiliary engine.

LOW PRESSURE PUMP SHUT-DOWN

If the fire pump runs out of water and the pressure decreases below 20 PSI, an automatic pressure switch shall detect the condition, and turn off the fire pump operation.

PUMP COOLER

The fire pump shall be equipped with 1/4" cooling line from the discharge side of the main pump to the water tank.

This line will be designed to circulate water when the engine cooler valve is open and to maintain the pump/engine water temperature at a safe level. A check valve will be installed in the return line to ensure the ability to pull a vacuum during pumping operations.

This re-circulation line shall be controlled by a pump panel control valve with nameplate label noting it as the "pump cooler".

MASTER PUMP DRAIN

One (1) Trident, multiple-port drain valve, fabricated from bronze, shall be provided and controlled at the pump operator's control panel. The valve shall be opened by turning a rotary hand wheel. The valve shall be plumbed to drain both the discharge and intake sides of the pump, the relief valve and other plumbing components as required.

The valve shall be placed as low as possible to provide proper drainage of the components plumbed to it. The valve shall be rated to 600 PSI minimum and suitable for daily valve actuation.

2-1/2" GATED INTAKE -- REAR LEFT

One (1) 2-1/2" gated suction intake shall be installed on rear left area of apparatus to supply the fire pump from an external water supply. The valve shall be a quarter-turn ball valve and shall have 2-1/2" NH female thread with removable screen. The plumbing to the intake shall be with full flow flexible hose or piping with Victaulic couplings.

One (1) Akron 8825 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

For valve actuation, the specified discharge shall be equipped with a side mount valve control. The ergonomically designed 1/4 turn push-pull T-handle shall be chrome plated zinc with recessed labels for color coding and signage. The gear-control rod, double laminated locking clips, and rod housing shall be stainless steel and provide true positive lock that will eliminate valve drift. Bronze and Teflon impregnated stainless steel bushings in both ends of rod housing shall eliminate rod deflection, never need lubrication and ensure consistent long-term operation.

The control assembly shall include a decorative chrome-plated zinc panel mounted bezel with recessed color-coded label.

One (1) chrome brass 2-1/2" NH rocker lug plug with a securing chain or cable shall be installed

WATER TANK SUPPLY LINE TO FIRE PUMP

A 2.5" water tank to pump line shall be installed with a 2.5" full flow quarter turn ball valve and 2.5" piping. The line shall be equipped with a hump hose with stainless steel hose clamps and check valve to tank.

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The control assembly shall include a decorative chrome-plated zinc panel mounted bezel with recessed color-coded label.

PUMP TO TANK

One (1) 1.5" pump to tank line shall be installed with a 1.5" full flow quarter turn controlled ball valve and 1.5" piping.

One (1) Akron 8815 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

For valve actuation, the specified discharge shall be equipped with a side mount valve control. The ergonomically designed 1/4 turn push-pull T-handle shall be chrome plated zinc with recessed labels for color coding and signage. The gear-control rod, double laminated locking clips, and rod housing shall be stainless steel and provide true positive lock that will eliminate valve drift. Bronze and Teflon impregnated stainless steel bushings in both ends of rod housing shall eliminate rod deflection, never need lubrication and ensure consistent long-term operation.

The control assembly shall include a decorative chrome-plated zinc panel mounted bezel with recessed color-coded label.

2" DISCHARGE -- REAR

One (1) 2" discharge shall be installed on the rear of apparatus, controlled by a direct control quarter turn ball valve. The discharge shall terminate to a 1.5" chucksan swivel in the upper left hand pre-connect storage.

One (1) Akron 8820 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed

to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure environments. All valves and controls shall be easily accessible for service, repair or replacement.

For valve actuation, the specified discharge shall be equipped with a side mount valve control. The ergonomically designed 1/4 turn push-pull T-handle shall be chrome plated zinc with recessed labels for color coding and signage. The gear-control rod, double laminated locking clips, and rod housing shall be stainless steel and provide true positive lock that will eliminate valve drift. Bronze and Teflon impregnated stainless steel bushings in both ends of rod housing shall eliminate rod deflection, never need lubrication and ensure consistent long-term operation.

A 63 millimeter IC discharge pressure gauges (0-600 PSI) shall be provided.. The gauges will be located on the pump instrument panel.

The specified gauge shall feature a drain located at the gauge inlet to help prevent freezing. The drain shall be a twist open and close type.

Gauge(s) shall include internal, back-lit 12 volt lighting. Replaceable, White, LED bulb in a water-resistant holder.

Gauge(s) shall be supplied with a white dial face with black lettering and black gauge marks.

2" DISCHARGE -- REAR LEFT

One (1) 2" discharge shall be installed on the rear panel, controlled by a quarter turn ball valve. The discharge shall have 2" NPT x 1-1/2" NH male hose threads and nameplate label adjacent the valve control.

One (1) Akron 8820 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

For valve actuation, the specified discharge shall be equipped with a side mount valve control. The ergonomically designed 1/4 turn push-pull T-handle shall be chrome plated zinc with recessed labels for color coding and signage. The gear-control rod, double laminated locking clips, and rod housing shall be stainless steel and provide true positive lock that will eliminate valve drift. Bronze and Teflon impregnated stainless steel bushings in both ends of rod housing shall eliminate rod deflection, never need lubrication and ensure consistent long-term operation.

A 63 millimeter IC discharge pressure gauges (0-600 PSI) shall be provided.. The gauges will be located on the pump instrument panel.

The specified gauge shall feature a drain located at the gauge inlet to help prevent freezing. The drain shall be a twist open and close type.

Gauge(s) shall include internal, back-lit 12 volt lighting. Replaceable, White, LED bulb in a water-resistant holder.

Gauge(s) shall be supplied with a white dial face with black lettering and black gauge marks.

One (1) chrome plated brass 1.5" NH rocker lug cap with a securing chain or cable shall be installed on the discharge.

1-1/2" BUMPER AREA DISCHARGE (LEFT SIDE)

One (1) 2" discharge shall be provided at the driver's side of the front bumper extension. The discharge shall be plumbed with 2" flexible high pressure hose with reusable fittings or welded stainless steel pipe. The front bumper discharge shall be equipped with a 2" quarter turn ball valve. The discharge shall have a 90 degree full swivel elbow, terminating in 1-1/2" NST male threads, to allow the hose to be pulled in any direction without kinking.

One (1) Akron 8820 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle.

2" ISOLATION VALVE

One (1) 2" inline valve, labeled, shall be provided to isolate the front bumper extension discharge piping in the case of a hose or piping failure. This valve shall normally be left in the open position. Control for this valve shall be through the use of a R1 handle, painted red, located at the valve.

One (1) Akron 8820 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control, Akron Model R1 valve handle.

One (1) chrome plated brass 1.5" NH rocker lug cap with a securing chain or cable shall be installed on the discharge.

HOSE REEL

One (1) Hannay aluminum hose reels shall be installed. The reel shall have leak proof ball bearing swing joint, adjustable friction brake, electric 12 volt rewind provisions. The reel shall be plumbed with wire reinforced, high-pressure hose coupled with brass fittings. The reel shall be designed to hold 125% of the specified hose capacity.

The reel shall be provided with a 1/3 HP 12 volt electric motor for rewinding the hose back on to the reel.

One (1) Akron 8810 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum

environments. All valves and controls shall be easily accessible for service, repair or replacement.

For valve actuation, the specified discharge shall be equipped with a side mount valve control. The ergonomically designed 1/4 turn push-pull T-handle shall be chrome plated zinc with recessed labels for color coding and signage. The gear-control rod, double laminated locking clips, and rod housing shall be stainless steel and provide true positive lock that will eliminate valve drift. Bronze and Teflon impregnated stainless steel bushings in both ends of rod housing shall eliminate rod deflection, never need lubrication and ensure consistent long-term operation.

A 63 millimeter IC discharge pressure gauges (0-600 PSI) shall be provided.. The gauges will be located on the pump instrument panel.

The specified gauge shall feature a drain located at the gauge inlet to help prevent freezing. The drain shall be a twist open and close type.

Gauge(s) shall include internal, back-lit 12 volt lighting. Replaceable, White, LED bulb in a water-resistant holder.

Gauge(s) shall be supplied with a white dial face with black lettering and black gauge marks.

One (1) push button, hose reel rewind control shall be installed adjacent the hose reel area.

The hose reel(s) and hose shall be equipped with 1" NPSH hose threads.

HOSE REEL ROLLERS

The hose reel(s) shall be provided with a Hannay captive type four sided stainless steel roller assembly.

REEL MOUNTED HOSE

Three (3) 50' foot length(s) of 1" coupler water hose shall be installed on the hose reel. The hose shall be a rubber material and have an 800 PSI working pressure. The hose shall be 3/4" in diameter.

FOAM SYSTEM

A FoamPro electronic foam system shall be provided. The system shall be designed for use with Class A foam concentrate. The foam proportioning operation shall be designed for direct measurement of water flows and shall remain consistent within the specified flows and pressures. The system shall be capable of accurately delivering foam solution as required by applicable sections of the NFPA standards.

The system shall be equipped with a control module suitable for installation on the pump panel. There shall be a microprocessor incorporated within the motor driver that shall receive input from the system's flowmeter, while also monitoring the foam concentrate pump output. The microprocessor shall compare the values to ensure that the desired amount of foam concentrate is injected onto the discharge side of the fire pump. A "foam capable" paddlewheel-type flowmeter shall be installed in the discharge side of the piping system.

The control module shall enable the pump operator to:

- Activate the foam proportioning system
- Select the proportioning rates from 0.1% to 1.0%
- See a "low concentrate" warning light flash when the foam tank level becomes low and in two (2) minutes, if the foam concentrate has not been added to the tank, the foam concentrate pump shall be capable of shutting down.

A 12-volt electric motor driven positive displacement plunger pump shall be provided. The pump capacity range shall be 0.1 to 1.7 GPM (6.4L/min) at 200 PSI (13.8 BAR) with a maximum operating pressure up to 400 PSI (27.6 BAR). The system shall draw a maximum of 30 amps at 12 volts. The motor shall be controlled by the microprocessor which shall be mounted to the base of the pump. It receives signals from the control module and power the 1/3 horsepower (.25 Kw) electric motor in a variable speed duty cycle to ensure that the correct proportion of concentrate is injected into the water stream.

A full flow check valve shall be provided in the discharge piping to prevent foam contamination of the fire pump and water tank. A 5 PSI (.35 BAR) opening pressure check valve shall be provided in concentrate line.

Components of the complete proportioning system as described above shall include:

- Operator control module
- Paddlewheel flowmeter
- Pump and electric motor/motor driver
- Wiring harnesses
- Low level tank switch
- Foam tank
- Foam injection check valve
- Main waterway check valve
- Flowmeter and tee

The foam system shall be installed and calibrated to manufacturer's requirements. In addition the system shall be tested and certified by the apparatus manufacturer to applicable NFPA standards.

The foam system design shall be tested and pass environmental testing in accordance to SAE standards.

An installation and operation manual shall be provided for the unit. The system shall have a one (1) year limited warranty by the foam system manufacturer.

The FoamPro 1601 Series foam system shall be provided with a control cable from the controller to the foam pump assembly.

The FoamPro 1601 Series foam system shall be provided with a standard pump panel mounted FoamPro control head.

A FoamPro brass flowmeter shall be provided. The flowmeter shall be installed in the "foam capable" discharge line. The flowmeter shall have maximum accuracy between the flow range of 10 GPM and 320 GPM and be

capable of operation between 3 GPM to 380 GPM. The tee shall have NPT and Victaulic connections.

A FoamPro instruction and system rating label shall be provided. The label shall display information for a FoamPro 1601 Series foam system and shall meet applicable sections of the NFPA standards.

FOAM SYSTEM OUTLETS

The following discharges, if applicable, shall have foam distributed to them.

- Front bumper discharges
- Front bumper monitor
- Booster hose reel
- Rear 2" x 1-1/2" discharge

FOAM SYSTEM WARRANTY

A one (1) year warranty on the foam system equipment shall be provided. The provisions of this warranty shall be described in the completed apparatus documentation.

REAR MOUNT PUMP ENCLOSURE

The rear mounted fire pump and plumbing enclosure shall be located aft of the water tank and between the side compartments. The pump module shall allow independent flexing of the pump area from the body, chassis, tank, and shall permit quick removal.

PUMP ENCLOSURE SERVICE ACCESS DOOR

An aluminum diamond plate top access door shall be installed above the rear pump module. The top shall be vented for proper cooling air flow for the pump motor.

DOOR LATCH

The specified hinged door(s) shall be equipped with (2), textured chrome lever latch(es). Latch(es) shall be non-locking style with a raised button.

PUMP PANEL MATERIAL

The rear mount pump panel shall be constructed of 14 gauge #304 brushed stainless steel bolted to the pump enclosure with stainless steel fasteners. The pump panel design shall be modular and feature individually bolted panels for ease of removal.

MASTER PRESSURE CENTER - GAUGE SET

One (1) master pressure gauge set (discharge pressure and intake gauge), with labels shall be provided on the pump instrument panel. The set shall be an Innovative Controls Master Pressure Center and shall incorporate

one (1) 4" master intake pressure gauge, one (1) 4" master discharge pressure gauge, an audit (1) set of vacuum/pressure test taps into an integrated, bezeled platform.

The specified gauge shall feature a drain located at the gauge inlet to help prevent freezing. The drain shall be a twist open and close type.

TEST TAPS

Test taps for pump intake and pump pressure with name plate labels shall be provided on the pump instrument panel.

Gauge(s) shall include internal, back-lit 12 volt lighting. Replaceable, White, LED bulb in a water-resistant holder.

Gauge(s) shall be supplied with a white dial face with black lettering and black gauge marks.

WATER TANK GAUGE

One (1) Fire Research TankVision model WLA300-A00-S20 tank gauge shall be installed on the pump panel. The water tank indicator kit shall include an electronic indicator module, a pressure sensor, and a 10' sensor cable. The indicator shall show the volume of water in the tank on nine (9) easy to see super bright LEDs.

The specified level gauge shall be active anytime the chassis battery switch is turned on.

CAB MOUNTED -- WATER TANK GAUGE

One (1) Fire Research brand, Model WLA205-A00 tank level gauge, shall be provided on the cab center console, within view of the driver's seating position, to monitor the water tank liquid level. The gauge shall indicate the water tank liquid level on an LED bar graph display, and shall be wired in common with the sensor circuit for the pump operator's panel-mounted gauge.

The specified level gauge shall be active anytime the chassis battery switch is turned on.

CLASS A FOAM TANK GAUGE

One (1) Fire Research brand, Model WLA360-A00 tank level gauge shall be provided on the pump operator's panel to monitor the foam concentrate storage tank level. The gauge shall indicate the foam concentrate storage tank liquid level on an LED bar graph display.

The specified level gauge shall be active anytime the chassis battery switch is turned on.

TEST DATA AND SAFETY PLACARDS

The pump panel shall be provided with labels required by applicable sections of the appropriate NFPA standard. The labels shall be installed at the operator's area that provides rated capacities, pressure ratings, and engine speeds as determined by the certification tests. The no-load governed speed of the engine, as stated by the

engine manufacturer, shall also be included. The labels shall be provided with all information be attached to the apparatus prior to delivery.

PUMP PANEL LIGHT SHIELD

There shall be one (1) stainless steel light shield assembly provided and installed above the rear pump panel area.

three (3) Tecniq E10 LED lights shall be installed in the specified area.

REAR PUMP PANEL – CONTROL SWITCHES

There shall be provisions for (1) rocker switches located on the pump operators panel.

PUMP ENCLOSURE WORK LIGHTS

Two (2) LED work lights shall be installed in the pump enclosure. The work lights shall have clear lenses and shall have a control switch.

two (2) Tecniq E10 LED lights shall be installed in the specified area.

DESIGN AND SCOPE-ALUMINUM WILDLAND BODY

The body shall be designed and constructed of commonly available structural components for ease of repair and maintenance. The body shall be of a modular design with the body structure independent of the chassis frame rails. The fabrication of the body shall be of welded construction to withstand the rigors of fire service use.

The body shall be designed to incorporate and support the tank, hose bed, compartments, and all other equipment intended to be stored in, or mounted to, the body module. The body skeleton and compartment framework shall be designed of tubular members for increased strength and stress resistance. There shall be no sheet metal or extrusions utilized in the foundation or structural components of the body module due to their critical role in assuring durability, functionality, and usability.

BODY FRAMEWORK

The entire body framework shall be fabricated from aluminum tubing. The body framework shall be a completely welded unit, forming a connected, stable frame for strength and longevity and providing the skeleton of the body module.

BODY MOUNTING SYSTEM

The mounting assembly shall be designed to isolate and protect the body module from vibration and twisting stresses imparted by the flexing of the chassis frame rails. The body module shall employ spring-loaded body mounting assemblies. Each two-piece mounting assembly shall be designed to positively position the body on the frame rails while allowing lateral and forward or aft movement. Mounting assemblies shall be placed

forward and rearward of the rear axle as necessary to provide a strong and stable mounting of t
Each mounting assembly shall consist of a “male” upper mounting bracket and a “female” lower mounting bracket.

COMPARTMENT FLOOR-SWEEP OUT STYLE

Each compartment shall feature a raised floor sufficient enough so the lip of the compartment shall clear the frame rail of the body module to allow debris to be removed easily from the compartment.

COMPARTMENTATION

All compartments shall be constructed of aluminum, welded for strength and be sealed from the elements. The compartments shall be attached to the aluminum superstructure only, in order to maintain a truly modular design. Each compartment shall feature smooth edges and surfaces from the walls to each weld without burs or sharp edges in the material.

DRIVER’S SIDE BODY COMPARTMENTS

COMPARTMENT D1

One full height compartment shall be provided on the driver's side of the apparatus body, forward of the rear wheels. The compartments approximate "clear door opening" is 26" wide by 44" high with a depth of 19.5".

COMPARTMENT VENTILATION

A minimum 2-inch single “Weber” style polished stainless steel swivel vent with four (4) ¼-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

COMPARTMENT SILL PLATE

The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

ADJUSTABLE UNISTRUT

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

ADJUSTABLE SHELF

There shall be (1) adjustable shelf(ves) installed; and the shelf(ves) shall be constructed of .1 aluminum plate and be mounted in the specified compartment with double bolt aluminum shelf brackets. The shelf(ves) shall have a broken front edge, and a broken rear edge for added strength and reinforcement.

COMPARTMENT SHELF GRATING

The specified compartment shelf shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

The specified Dri-Dek grating shall be black in color.

The compartment shelf and or shelves shall have reflective striping added to the outside lip. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

500# ROLL OUT TRAY

There shall be one (1) 500# capacity roll out tray(s) provided and installed in the specified compartments. The tray(s) shall be constructed of .188" smooth aluminum with a 2" lip on all four sides. The tray(s) shall roll fully out of the compartment, and shall be equipped with a locking device to hold the tray in both the in and out positions.

The roll out slide tray and or trays shall have reflective striping applied horizontally on the front and side edges of the tray. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

COMPARTMENT GRATING

The compartments shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

COMPARTMENT GRATING EDGE

The Dri-Dek grating shall be equipped with beveled edges where required.

The specified Dri-Dek grating shall be black in color.

COMPARTMENT LIGHTING

The specified compartment(s) shall have Code 3 800 series compartment lighting, sufficient to illuminate the contents.

DOOR AJAR SENSOR

The compartment(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

12 VOLT FUSE BLOCK

One (1) dedicated circuit; 12 volt, power and ground shall be ran to the specified compartment to a Blue sea #5025 water resistant fuse block. The fuse block shall be rated up to 100A per block and 30A per circuit.

The specified power source shall be wired battery hot.

120 VOLT STRAIGHT BLADE RECEPTACLE

One (1) 120-volt 20 amp straight blade duplex receptacle shall be wired to the circuit breaker panel.

LINE VOLTAGE WIRING

Type SO cable shall be used for line voltage wiring in the apparatus. It shall be flexible electrical cable with minimum 600-volt insulation. Junction boxes conforming to the National Electric Code shall be accessible for service and not hidden in walls or ceiling. Electrical cable shall be supported at a minimum of every 24 inches of run and within 6 inches of any junction box. Supports shall be made of corrosion protected metal, mechanically fastened to the vehicle and shall not cut or abrade the conduit or cable.

All wiring shall be separated a minimum of 12 inches from exhaust piping or properly shielded and separated from fuel lines by a minimum of 6 inches distance. Wiring shall not be attached to chassis suspension components, water or fuel lines, air or air brake lines, fire pump piping, hydraulic lines, exhaust system components, or low voltage wiring and. Connectors shall be installed in accordance with the manufacturer's instructions. Wiring connections and terminations shall provide a positive mechanical and electrical connection. Wire nuts, insulation displacement and insulation piercing connectors shall not be used.

COMPARTMENT D2

One horizontal compartment shall be provided above the rear wheel well and D3 compartment on the driver's side of the apparatus body. The compartments approximate "clear door opening" is 72" wide by 22" high with a depth of 19.5".

COMPARTMENT VENTILATION

A minimum 2-inch single "Weber" style polished stainless steel swivel vent with four (4) 1/4-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

COMPARTMENT SILL PLATE

The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

ADJUSTABLE UNISTRUT

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment on the back wall, there shall three (3) installed vertically.

ADJUSTABLE SHELF

There shall be (1) adjustable shelf(ves) installed; and the shelf(ves) shall be constructed of .125" thick smooth aluminum plate and be mounted in the specified compartment with double bolt aluminum shelf brackets. The shelf(ves) shall have a broken front edge, and a broken rear edge for added strength and reinforcement.

COMPARTMENT SHELF GRATING

The specified compartment shelf shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

The specified Dri-Dek grating shall be black in color.

The compartment shelf and or shelves shall have reflective striping added to the outside lip. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

COMPARTMENT GRATING

The compartments shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

COMPARTMENT GRATING EDGE

The Dri-Dek grating shall be equipped with beveled edges where required.

The specified Dri-Dek grating shall be black in color.

COMPARTMENT LIGHTING

The specified compartment(s) shall have Code 3 800 series compartment lighting, sufficient to illuminate the contents.

DOOR AJAR SENSOR

The compartment(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

COMPARTMENT D3

One compartment shall be provided on the driver's side of the apparatus body aft of the rear wheels and below the D2 compartment. The compartments approximate "clear door opening" is 23" wide by 17" high with a depth of 19.5".

COMPARTMENT VENTILATION

A minimum 2-inch single "Weber" style polished stainless steel swivel vent with four (4) ¼-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

ADJUSTABLE UNISTRUT

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

COMPARTMENT GRATING

The compartments shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

COMPARTMENT GRATING EDGE

The Dri-Dek grating shall be equipped with beveled edges where required.

The specified Dri-Dek grating shall be black in color.

COMPARTMENT LIGHTING

The specified compartment(s) shall have Code 3 800 series compartment lighting, sufficient to contents.

DOOR AJAR SENSOR

The compartment(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

PASSENGER SIDE BODY COMPARTMENTS

COMPARTMENT P1

One full height compartment shall be provided on the passenger's side of the apparatus body forward of the rear wheels. The compartments approximate "clear door opening" is 26" wide by 44" high with a depth of 19.5".

COMPARTMENT VENTILATION

A minimum 2-inch single "Weber" style polished stainless steel swivel vent with four (4) ¼-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

COMPARTMENT SILL PLATE

The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

ADJUSTABLE UNISTRUT

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

ADJUSTABLE SHELF

There shall be (2) adjustable shelf(ves) installed; and the shelf(ves) shall be constructed of .125" thick smooth aluminum plate and be mounted in the specified compartment with double bolt aluminum shelf brackets. The shelf(ves) shall have a broken front edge, and a broken rear edge for added strength and reinforcement.

COMPARTMENT SHELF GRATING

The specified compartment shelf shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

The specified Dri-Dek grating shall be black in color.

The compartment shelf and or shelves shall have reflective striping added to the outside lip. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

COMPARTMENT GRATING

The compartments shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

COMPARTMENT GRATING EDGE

The Dri-Dek grating shall be equipped with beveled edges where required.

The specified Dri-Dek grating shall be black in color.

COMPARTMENT LIGHTING

The specified compartment(s) shall have Code 3 800 series compartment lighting, sufficient to illuminate the contents.

DOOR AJAR SENSOR

The compartment(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

12 VOLT FUSE BLOCK

One (1) dedicated circuit; 12 volt, power and ground shall be ran to the specified compartment to a Blue sea #5025 water resistant fuse block. The fuse block shall be rated up to 100A per block and 30A per circuit.

The specified power source shall be wired battery hot.

120 VOLT STRAIGHT BLADE RECEPTACLE

One (1) 120-volt 20 amp straight blade duplex receptacle shall be wired to the circuit breaker panel.

LINE VOLTAGE WIRING

Type SO cable shall be used for line voltage wiring in the apparatus. It shall be flexible electrical cable with minimum 600-volt insulation. Junction boxes conforming to the National Electric Code shall be accessible for

service and not hidden in walls or ceiling. Electrical cable shall be supported at a minimum of 6 inches of run and within 6 inches of any junction box. Supports shall be made of corrosion protected metal, mechanically fastened to the vehicle and shall not cut or abrade the conduit or cable.

All wiring shall be separated a minimum of 12 inches from exhaust piping or properly shielded and separated from fuel lines by a minimum of 6 inches distance. Wiring shall not be attached to chassis suspension components, water or fuel lines, air or air brake lines, fire pump piping, hydraulic lines, exhaust system components, or low voltage wiring and. Connectors shall be installed in accordance with the manufacturer's instructions. Wiring connections and terminations shall provide a positive mechanical and electrical connection. Wire nuts, insulation displacement and insulation piercing connectors shall not be used.

COMPARTMENT P2

One horizontal compartment shall be provided above the rear wheel well quarter panel on the passenger's side of the apparatus body. The compartments approximate "clear door opening" is 44" wide by 22" high with a depth of 19.5".

COMPARTMENT VENTILATION

A minimum 2-inch single "Weber" style polished stainless steel swivel vent with four (4) ¼-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

COMPARTMENT SILL PLATE

The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

ADJUSTABLE UNISTRUT

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

ADJUSTABLE SHELF

There shall be (1) adjustable shelf(ves) installed; and the shelf(ves) shall be constructed of .125" thick smooth aluminum plate and be mounted in the specified compartment with double bolt aluminum shelf brackets. The shelf(ves) shall have a broken front edge, and a broken rear edge for added strength and reinforcement.

COMPARTMENT SHELF GRATING

The specified compartment shelf shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

The specified Dri-Dek grating shall be black in color.

The compartment shelf and or shelves shall have reflective striping added to the outside lip. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

COMPARTMENT GRATING

The compartments shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

COMPARTMENT GRATING EDGE

The Dri-Dek grating shall be equipped with beveled edges where required.

The specified Dri-Dek grating shall be black in color.

COMPARTMENT LIGHTING

The specified compartment(s) shall have Code 3 800 series compartment lighting, sufficient to illuminate the contents.

DOOR AJAR SENSOR

The compartment(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

COMPARTMENT P3

One compartment shall be provided on the passenger's side of the apparatus body aft of the rear wheels. The compartments approximate "clear door opening" is 23" wide by 44" high with a depth of 19.5".

COMPARTMENT VENTILATION

A minimum 2-inch single "Weber" style polished stainless steel swivel vent with four (4) 1/4-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

COMPARTMENT SILL PLATE

The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

ADJUSTABLE UNISTRUT

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

ADJUSTABLE SHELF

There shall be (2) adjustable shelf(ves) installed; and the shelf(ves) shall be constructed of .125" thick smooth aluminum plate and be mounted in the specified compartment with double bolt aluminum shelf brackets. The shelf(ves) shall have a broken front edge, and a broken rear edge for added strength and reinforcement.

No shelf grating shall be provided on the specified shelf.

The compartment shelf and or shelves shall have reflective striping added to the outside lip. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

COMPARTMENT GRATING

The compartments shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

COMPARTMENT GRATING EDGE

The Dri-Dek grating shall be equipped with beveled edges where required.

The specified Dri-Dek grating shall be black in color.

COMPARTMENT LIGHTING

The specified compartment(s) shall have Code 3 800 series compartment lighting, sufficient to illuminate the contents.

DOOR AJAR SENSOR

The compartment(s) shall feature a magnetic proximity switch to indicate when the compartment

TOP COMPARTMENTS

UPPER STORAGE / PRE-CONNECT DRIVERS SIDE

The upper drivers side top compartment shall span above the drivers side compartments from the front of the body to the rear. This compartment shall be split into two sections and using one door for top access. There shall be a small door at the rear for access.

The front portion of the compartment shall be for storage, while the rear portion shall be for pre-connect hose storage.

The front storage portion shall measure *approximately* 40"L x 16"W x 8.5"D.

The pre-connected hose storage shall have a plastic storage tray bolted into the compartment. *Approximate* dimensions of the pre-connected hose storage area is 64"L x 16"W x 8.5"D.

ALUMINUM TREADPLATE DOOR

This compartment shall feature an embossed aluminum diamond plate lid. The lid shall be bare embossed aluminum diamond plate.

DOOR LATCH

The specified hinged door(s) shall be equipped with a sealed, black lever latch(es). Latch(es) shall be non-locking style.

REAR DROP DOWN DOOR

This compartment shall feature a rear facing drop down door. The door shall have a full length stainless steel piano hinge, and a rubber bumper to prevent it from being damaged in the down position. The door shall be made from smooth aluminum and painted job color.

DOOR LATCH

The specified hinged door(s) shall be equipped with a sealed, black lever latch(es). Latch(es) shall be non-locking style.

UPPER STORAGE-PASSENGER SIDE

The upper passenger side top compartment shall span above the passenger side compartments from the front of the body to the rear.

There shall be one full length door provided on the top and there shall be a small door at the rear for access.

The compartment shall double as suction storage, and have a three section plastic divider.

ALUMINUM TREADPLATE DOOR

This compartment shall feature an embossed aluminum diamond plate lid. The lid shall be bare embossed aluminum diamond plate.

DOOR LATCH

The specified hinged door(s) shall be equipped with a sealed, black lever latch(es). Latch(es) shall be non-locking style.

REAR DROP DOWN DOOR

This compartment shall feature a rear facing drop down door. The door shall have a full length stainless steel piano hinge, and a rubber bumper to prevent it from being damaged in the down position. The door shall be made from smooth aluminum and painted job color.

DOOR LATCH

The specified hinged door(s) shall be equipped with a sealed, black lever latch(es). Latch(es) shall be non-locking style.

OVER TANK STORAGE

There shall be storage located over the tank from the front of the body to the pump skid. The water and foam fill towers shall be located inside the compartment and shall be walled off to prevent damage.

ROOF COMPARTMENT DOORS

There shall be two (2) door(s) to access the compartment. The door(s) shall be made from aluminum diamond tread plate, and feature a stainless steel piano hinge. The door shall lift up to 90 degrees with a gas charged shock to assist opening and keep the door in the open position.

The specified door shall have an access door for the fill tower so the fill tower can be accessed without opening the compartment door.

The specified hinged door(s) shall be equipped with (4), black lever latch(es). Latch(es) shall be non-locking style.

COMPARTMENT LIGHTING

The specified compartment shall have four (4) Tecniq E10 lights installed within it.

DOOR AJAR SENSOR

The compartment(s) shall feature a magnetic proximity switch to indicate when the compartment

BACK COMPARTMENTS

LONG HANDLE TOOL STORAGE

There shall be long handle tool storage under the deck of the skid area. The compartments approx "clear door opening" is 30" wide, 5" high with a depth of 72".

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

A drop down painted aluminum door with stainless steel horizontal hinge shall be installed for the specified compartment.

The specified hinged door(s) shall be equipped with (2), black lever latch(es). Latch(es) shall be non-locking style.

WHEEL WELL LINERS

Wheel well liners designed to protect the body from impact resulting from road debris thrown by the tires shall be installed. The removable liners shall be constructed from UHMW material to encompass the entire inner wheel well area. The liners shall be secured with threaded fasteners.

REAR WHEEL FENDERETTES

Black radius rubber fenderettes shall be installed at each rear wheel opening. The fenderettes shall be positioned outside of the wheel well panel to cover the tire area that extends past the body. The fenderettes shall be secured with threaded fasteners.

FUEL FILL ACCESS

There shall be a stainless steel hinged door covering the fuel fill cap. The door shall vertically hinged and painted or powder coated job color. The door shall use a 1/4 turn style latch to secure it.

DIESEL EXHAUST FLUID FILL ACCESS

The factory DEF fill access shall be located inbetween the cab and the body, the fill shall be held in place by either an OEM or BME made bracket.

DRIVERS SIDE BODY -- SCBA CYLINDER STORAGE PROVISIONS

A storage area for an SCBA cylinder shall be provided in the forward area of the driver's side wheel well. Dimensions shall be 8" diameter x 26" deep.

The SCBA door shall be made from stainless steel and painted job color.

The SCBA door shall have a non-locking lever latch.

The SCBA cylinder storage tube shall be made from aluminum. There shall be rubber matting to cushion the bottle glued into the tube.

SCBA CYLINDER STRAPS

There shall be a 1" nylon tether installed to secure the bottle in the storage tube.

PASSENGER SIDE BODY -- SCBA CYLINDER STORAGE PROVISIONS

A storage area for an SCBA cylinder shall be provided in the forward area of the passenger's side wheel well. Dimensions shall be 8" diameter x 26" deep.

The SCBA door shall be made from stainless steel and painted job color.

The SCBA door shall have a non-locking lever latch.

The SCBA cylinder storage tube shall be made from aluminum. There shall be rubber matting to cushion the bottle glued into the tube.

SCBA CYLINDER STRAPS

There shall be a 1" nylon tether installed to secure the bottle in the storage tube.

PASSENGER SIDE BODY -- SCBA CYLINDER STORAGE PROVISIONS

A storage area for an SCBA cylinder shall be provided in the rearward area of the passenger's side wheel well. Dimensions shall be 8" diameter x 26" deep.

The SCBA door shall be made from stainless steel and painted job color.

The SCBA door shall have a non-locking lever latch.

The SCBA cylinder storage tube shall be made from aluminum. There shall be rubber matting to cushion the bottle glued into the tube.

SCBA CYLINDER STRAPS

There shall be a 1" nylon tether installed to secure the bottle in the storage tube.

SCUFF GUARDS

The sides of the lower body area fore and aft of the wheel well area shall be provided with 2" tread plate material.

FRONT OF BODY -- PROTECTIVE SURFACE

The front of the apparatus body shall include a protective surface, constructed of aluminum tread plate material, which shall cover the outboard portion of each side of the body.

REAR BODY PANELS

The entire rear of the apparatus body shall be painted apparatus color.

OUTER REAR BODY PANELS -- PROTECTIVE COVERING

The rear outer panels of the body shall have protective surfaces installed on the corners. The protective covering shall be constructed of polished stainless steel material.

ANODIZED ALUMINUM DRIP RAIL

All enclosed compartment doors on the body shall be provided with an aluminum drip rail above the doors.

ALUMINUM – COMPARTMENT DOOR, HINGED OVERLAP

Three (3) single, vertically hinged door shall be provide and fabricated from aluminum. The frame of the door shall be constructed of aluminum tubing to prevent corrosion and provide structural support. The spacing created by the frame tubing shall be filled with Styrofoam for added support, dent resistance, insulation and noise reduction. The exterior surface shall be aluminum for durability. There shall be no mechanical fasteners, such as bolt heads or rivets on the inside or outside of the doors.

The exterior of the door shall overlap the opening of the compartment. A lip shall be constructed around the opening of the compartment and the exterior of the door. A rubber seal shall be installed on the lip on both the compartment and the door to provide a double seal against water and dust.

The door shall be mounted using a stainless steel piano style hinge and a .25" diameter hinge pin for stability. The vertical hinge shall be mounted to the body frame with threaded inserts and stainless steel screws to preserve functionality and ease of maintenance in the event of damage.

Gas struts shall be utilized to hold the door in the open position and to prevent the door from slamming during closing. The gas struts shall be mounted directly to the door with a stainless steel bracket assembly for stability and ease of maintenance. The gas struts shall be mounted to the interior of the compartment with a fully adjustable assembly.

The specified door(s) shall have a Polished stainless-steel D-ring door handle.

The specified door(s) D-ring handles shall be equipped with manual key door locks keyed to use the CH751 key.

COMPARTMENT DOOR EDGE STRIPING

The hinged compartment doors shall have reflective striping applied on the edges. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

ALUMINUM – COMPARTMENT DOOR, LIFT UP HINGED OVERLAP

There shall be two (2), horizontally hinged lift up door shall be fabricated of aluminum. The door shall feature an exterior surface which overlaps the opening of the compartment. The exterior surface shall be aluminum for durability and damage resistance. The interior surface shall be aluminum for structural support and overall appealing appearance of the compartment. The frame of the door shall be constructed of aluminum tubing to prevent corrosion and provide structural support. The spacing created by the frame tubing shall be filled with Styrofoam for added support and dent resistance, temperature insulation, and noise reduction.

A lip shall be constructed around the opening of the compartment and the exterior of the door. A rubber seal shall be installed on the lip of both the compartment and the door to provide for a double seal against water and dust. A rain gutter shall be mounted above the latch type door for an added third layer of water protection.

The door shall be mounted with a stainless steel hinge with .25" diameter hinge pin for stability. The horizontal hinge shall be mounted to the body frame with threaded inserts and stainless steel screws to preserve functionality with use or age and ease of maintenance in the event of damage.

Gas struts shall be utilized to hold the door in the open position and to prevent the door from slamming during closing. The gas struts are mounted directly to the door with a stainless steel bracket assembly for stability and ease of maintenance. The gas struts shall be mounted to the interior of the compartment with fully adjustable assembly for ease of adjustment and maintenance while increasing stability.

The specified door(s) shall have a Polished stainless-steel D-ring door handle.

The specified door(s) D-ring handles shall be equipped with manual key door locks keyed to use the CH751 key.

COMPARTMENT DOOR EDGE STRIPING

The hinged compartment doors shall have reflective striping applied on the edges. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

ALUMINUM – COMPARTMENT DOOR, DROP DOWN HINGED OVERLAP

There shall be one (1) horizontally hinged drop down doors shall be fabricated of aluminum. The doors shall feature exterior surfaces which overlap the opening of the compartment. The exterior surface shall be aluminum

for durability and damage resistance. The interior surface shall be aluminum for structural support and appealing appearance of the compartment. The frame of the door shall be constructed of aluminum tubing to prevent corrosion and provide structural support. The spacing created by the frame tubing shall be filled with Styrofoam for added support and dent resistance, temperature insulation, and noise reduction.

A lip shall be constructed around the opening of the compartment and the exterior of the door. A rubber seal shall be installed on the lip of both the compartment and the door to provide for a double seal against water and dust. A rain gutter shall be mounted above the door for an added third layer of water protection.

The door shall be mounted with a stainless steel hinge with a .250" diameter hinge pin for stability. The horizontal hinge shall be mounted to the body frame with threaded inserts and stainless steel screws.

Stainless steel cables shall be utilized to hold the door in the open position. The cables shall be mounted directly to the door with a stainless steel bracket assembly for stability and ease of maintenance. The cables shall be mounted to the interior of the compartment with fully adjustable assembly for ease of adjustment and maintenance while increasing stability.

The specified door(s) shall have a Polished stainless-steel D-ring door handle.

The specified door(s) D-ring handles shall be equipped with manual key door locks keyed to use the CH751 key.

COMPARTMENT DOOR EDGE STRIPING

The hinged compartment doors shall have reflective striping applied on the edges. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

REAR STEP

The rear step shall be constructed of steel, and shall be bolted to the body for ease of replacement. The bumper shall be approx 6", with a 1" front lip to protect the rear panel from kicks. The bumper shall be painted job color with duraback black on the tread surface.

FOLDING STEP -- PASSENGER SIDE REAR

There shall be three (3) Innovative Controls chrome plated zinc steps installed. The steps shall be a spring loaded design with an approx 8" by 6" stepping surface and feature a BME logo and an LED light to light up the stepping surface. The step shall be installed on the rear passenger side of the body.

VERTICAL HAND RAIL

Two (2) knurled type non-slip handrail(s), approximately 24" in length, shall be vertically installed.

WATER TANK SPECIFICATIONS

The water tank shall have a capacity of 300 gallons of water with 12 gallon foam provisions.

WATER TANK WARRANTY

The polypropylene water tank that is specified to be supplied with this apparatus shall be warranted by the water tank manufacturer for a "lifetime" period from the date that the apparatus is put into service. The tank manufacturer shall repair, at no cost to the purchaser, any problems caused by defective materials and/or workmanship. The warranty shall cover the reasonable costs of removing the water tank from the apparatus and reinstalling it after the completion of the covered warranty repairs, but shall not cover any liability for the loss of service or downtime costs of the apparatus.

BACK PACK FILL SYSTEM

There shall be one (1) back pack fill system provided and installed on the left lower area of the pump panel. The valve plumbing shall be 3/4" I.D. hose.

CLASS A FOAM TANK SPECIFICATIONS

The Class A foam tank shall have a capacity of 12 gallons.

****Foam tank is integral to the water tank, and will be present whether or not apparatus is equipped with foam.****

FOAM TANK WARRANTY

The foam tank shall carry a "lifetime" warranty against defects in workmanship and perforation corrosion. The provisions of this warranty shall be provided in the delivery documentation. The tank manufacturer shall repair, at no cost to the purchaser, any problems caused by defective materials and/or workmanship. The warranty shall cover the reasonable costs of removing the water tank from the apparatus and reinstalling it after the completion of the covered warranty repairs, but shall not cover any liability for the loss of service or downtime costs of the apparatus.

A 3/4" PVC fitting shall be provided on the foam tank for connection of the foam tank to the suction side of the foam system.

A 3/4" diameter connection, piping, and gate type valve shall be installed for the foam tank for draining purposes.

12 VOLT ELECTRICAL SPECIFICATIONS

The following describes the low voltage electrical system on the apparatus including all panels, electrical components, switches and relays, wiring harnesses and other electrical components. The apparatus manufacturer shall conform to the latest Federal DOT standards, current automotive electrical system standards and the applicable requirements of NFPA.

Wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the circuit is protected. Voltage drops shall not exceed 10 percent in all wiring from the power source to the using device. The wiring and wiring harness and insulation shall be in conformance with SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. Exposed wiring shall be run in a loom with a 290 degree Fahrenheit rating. Wiring looms shall be properly supported and attached to body members. Electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

All wiring connections and terminations shall provide positive mechanical and electrical connections and be installed in accordance with the device manufacturer's instructions. When wiring passes through metal panels, electrical connections shall be with mechanical type fasteners and rubber/plastic grommets

Wiring between the cab and body shall be split using Deutsch type connectors or enclosed in a terminal junction panel allowing body removal with minimal impact on the apparatus electrical system. Connections shall be insulated with heat shrink tubing to resist moisture and foreign debris such as grease and road grime. Weather resistant connectors shall be provided throughout the system.

Electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. When required, automatic reset breakers and relays shall be housed in the main body junction panel.

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless enclosed in an electrical junction box or covered with a removable electrical panel. Wiring shall be secured in place and protected against heat, liquid contaminants and damage and shall be uniquely identified at least every six inches (6") by color coding or permanent marking with a circuit function code and identified on a reference chart or electrical wiring schematic per requirements of applicable NFPA standards.

Low voltage protective devices shall be provided for the electrical circuits. The devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. Over current protection devices shall be automatic reset type suitable for electrical equipment and shall meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. Electro-magnetic interference suppression shall be provided in the system as required in applicable SAE standards.

The electrical system shall include the following:

Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. All terminal plugs located outside of the cab or body shall be treated with a corrosion preventative compound.

All electrical wiring shall be placed in a protective loom or be harnessed.

Exposed connections shall be protected by heat shrink and or a sealed connector.

Large fender washers shall be used when fastening equipment to the underside of the cab roof and all holes made in the roof shall utilize a weatherproof strain relief.

Electrical components installed in exposed areas shall be mounted in a manner that will not accumulate inside.

A service loop shall be provided behind all electrical appliances to allow them to be pulled away from their mounting area for inspection and service work

Upon completion of the vehicle and prior to delivery, the apparatus shall be electrically tested and the electrical testing, certifications, and test results shall be submitted with delivery documentation per the requirements of NFPA.

ELECTRICAL WIRING HARNESS

The electrical system shall be divided into separate harnesses. The individual harnesses shall be connected with Deutsch type quick connectors.

CUSTOM FABRICATED CONSOLE

A custom fabricated electrical console and enclosure shall be located between the driver's and the officer's seating positions. The console shall feature a single row of havis style plates on a bolted down lid.

CONSOLE MAP BOX

There shall be a map box attached to the rear of the console. The map box shall be painted to match the console.

The specified compartment(s) shall be coated with Black/Black colored Multi-Spec paint.

12 VOLT POWER SOURCE

There shall be one (1) 12 volt plug-in utility power connection(s) rated at 20 amps provided and installed in the cab console.

The specified power source shall be wired to the switched battery circuit.

USB CHARGING PORT

Three (3) USB charging port(s) shall be installed in the cab of the truck for the fire departments accessory devices. The USB charging port shall have two (2) USB connections and one USB-C connection.

The specified power source shall be wired to the switched battery circuit.

CUP HOLDER

The console shall have two (2) cup holders installed. Exact location to be determined at the preconstruction meeting.

EMERGENCY MASTER SWITCH

An emergency master switch shall be located conveniently near the driver.

BATTERY CHARGER/ INVERTER

A Xantrex Freedom XC Pro 2000, model #818-2010, automatic battery charger and 2000 watt inverter with remote display model# 0808-0817-01 shall be provided. The battery charger shall be wired to the 12 volt battery system. The unit shall be mounted in a clean, dry area accessible for service and/or maintenance.

120 VOLT SHORE POWER RECEPTACLE

A Kussmaul model 091-55-20-120-BW amp "Super Auto-Eject" shore power receptacle shall be provided with hinged weatherproof cover and an enclosure for protection from road dirt and damage. The shore power plug shall be "ejected" when the chassis's engine starter is engaged and the receptacle shall be wired to any 120 volt equipment requiring shore power.

The specified auto eject cover shall be red.

GFCI OUTLET

There shall be one (1) GFCI outlet Kussmaul model# 808-9817 provided and remote mounted for the inverter.

IDENTIFICATION LIGHTS

All LED identification lights shall be installed on the vehicle as required by applicable highway regulations.

LICENSE PLATE MOUNTING AND LIGHT

A predrilled backing plate and LED light shall be installed on the rear for mounting of the license plate.

STOP AND TAIL LIGHT

Two (2) Tomar Model # R46L-STT 4" x 6" LED stop and tail lights with clear lenses shall be provided and installed on the apparatus. The light can be used in combination with a separated turn signal, or alone as a Brake, tail, and turn light.

TURN SIGNALS

Two (2) Tomar model# R46L-TURN 4" x 6" LED turn signal lights with clear lenses shall be provided and installed on the apparatus.

TAILLIGHT BEZELS

Two (2) Tomar Chrome plastic housings Model #R46-BZ3 shall be installed at the rear of the apparatus for Three (3) Tomar 4" x 6" stop-tail-turn-backup and warning lights.

ZONE C -- LOWER REAR BODY WARNING LIGHTS

Two (2) Tomar Revolution series 4" x 6" dual mode light(s) shall be supplied and installed on the apparatus. The light shall feature red LEDs for the warning light function and white LEDs for the scene light function, with a clear lens.

NO--Cab Interior Lighting

MAP LIGHT

One (1) Havis Shields #C-MAP-T-LED 12" LED map light, 12 volt, with a gooseneck arm an on-off switch located on the base of the light shall be installed.

FRONT BUMPER -- GROUND LIGHTS

There shall be two (2) Tecniq E10, LED ground light(s) installed under the front bumper.

The ground lights shall be activated when parking brake is set, or the transmission is placed into park (where applicable).

CAB GROUND LIGHTS

There shall be four (4) Tecniq E10, LED ground lights installed under the cab door(s).

The ground lights shall be activated when parking brake is set, or the transmission is placed into park (where applicable).

GROUND LIGHTS - UNDER REAR SIDE COMPARTMENT

There shall be one (1) Tecniq E10, LED ground lights installed under the rear side body compartment(s).

The ground lights shall be activated when parking brake is set, or the transmission is placed into park (where applicable).

GROUND LIGHTS - UNDER REAR STEP

There shall be two (2) Tecniq E10, LED ground lights installed under the rear step area.

The ground lights shall be activated when parking brake is set, or the transmission is placed into park (where applicable).

The ground lights shall be activated when the Ground Lights button on the cab center console is pressed.

REAR BUMPER LIGHTING

There shall be two (2) Whelen 0S series part# 0AC0EDCR 45 degree angled light(s) installed to adequately illuminate the rear bumper step area.

The specified lights shall activate any time the body ground lights are activated.

SCENE LIGHTING

There shall be a total of 4 (four) scene lights provided and installed on the apparatus, they shall be located at the following locations.

Located at the front of the body one on the drivers side and one on the passenger side above the side compartments.

On the back of the truck, one on each tail panel below the suction storage.

SCENE LIGHTING

There shall be four (4) Federal Signal Fire Ray 6x4 scene lights installed on the apparatus.

The specified light(s) shall include a Chrome bezel.

DOOR OPEN WARNING LIGHT

A door open warning light shall be installed on cab dash. The light shall be a flashing LED light with a red lens. The light shall include a label, "Do Not Move Apparatus When Light is ON".

"DOOR OPEN" AND EQUIPMENT OPERATION ALARM

A buzzer or alarm shall be installed in cab to indicate "doors open" or equipment operation on the apparatus. The buzzer shall operate when parking brake is released.

RADIO PRE-WIRE

There shall be a radio pre-wire provided in the cab center console. The prewire shall consist of a battery hot, battery switched, and a ground source.

RADIO CHARGER

One (1) 12 volt radio charger shall be supplied by the purchaser and installed on the apparatus.

RADIO ANTENNA INSTALLATION

There shall be two (2) radio antenna installed on the apparatus and routed to the cab center console.

INSTALLATION - MDT ANTENNA(S)

There shall be one (1) MDT antenna(s) supplied by the purchaser and installed on the apparatus at a location to be determined by engineering and approved by purchaser prior to installation.

BACK UP ALARM

One (1) solid state back up alarm shall be provided at the rear of the apparatus. The back up alarm shall be wired to the reverse circuit of the transmission, and shall provide an audible alarm to the rear of the apparatus when reverse gear is selected. The alarm shall have a volume of 87 to 112 db while in operation.

CHASSIS SUPPLIED BACK UP CAMERA INSTALLATION

The chassis shall be ordered with a back up camera. The camera shall be installed by the apparatus manufacturer. The exact location shall be determined at the pre-construction conference.

HEADLIGHT FLASHER

The headlights shall be set to alternate flash (Wig-Wag).

The wig wag shall be triggered by the siren controller slide switch position 3.

ELECTRONIC SIREN

A Whelen CenCom Core C399 electric siren and lighting control module shall be installed.

WHELEN CORE CONTROL HEAD

There shall be a Whelen model CCTL6 control head supplied with the Cencom Core system. It features a 3 section control head, with 8 push buttons, 4- position slide switch with a 7 position rotary knob. A manual siren and air horn button, and 3 traffic advisor control buttons.

WHELEN CORE WECANX TRAFFIC ADVISOR MODULE

There shall be a Whelen model CTA Traffic Advisor module interfaced with the Cencom Core system.

SIREN SPEAKER

One (1) Whelen Model #SA315P siren speaker shall be provided. The 100 watt siren speaker shall be designed in a black nylon composite housing with 123 decibel rating.

LIGHTBAR

There shall be a Federal Signal Allegiant 53" lightbar provided and installed. The lightbar shall contain 6 forward facing red LEDs, 4 corner red LEDs, with 2 forward facing and two side facing left and right red/white LEDs. The top dome color of the lightbar shall be clear and feature a permanent foot style mount.

ZONE A -- LOWER FRONT WARNING LIGHTS

Two (2) Federal signal MicroPulse Ultra 6 lightheads shall be provided and installed. The light shall have red and white LEDs with a clear lens and feature 6 LED modules, with the colors split 50/50 left and right.

The specified light(s) shall include a black bezel.

ZONE B AND D -- FRONT INTERSECTION WARNING LIGHTS

Two (2) Federal signal MicroPulse Ultra 6 lightheads shall be provided and installed on the apparatus. The lightheads shall have red and white LEDs with a clear lens and feature 6 LED modules, with the colors split 50/50 left and right.

The specified light(s) shall include a black bezel.

ZONE B AND D -- LOWER MID BODY WARNING LIGHTS

Two (2) Federal signal MicroPulse Ultra 6 lightheads shall be provided and installed on the apparatus. The lightheads shall have red and white LEDs with a clear lens and feature 6 LED modules, with the colors split 50/50 left and right.

The specified light(s) shall include a black bezel.

ZONE B AND D -- UPPER SIDE FRONT WARNING LIGHTS

Two (2) Federal signal Fire Ray 6" x 4" lightheads shall be provided and installed on the apparatus. The lightheads shall have red and white LEDs with a clear lens.

The specified light(s) shall include a Chrome bezel.

ZONE B AND D -- UPPER SIDE REAR WARNING LIGHTS

Two (2) Federal signal Fire Ray 6" x 4" lightheads shall be provided and installed on the apparatus. The lightheads shall have red and white LEDs with a clear lens.

The specified light(s) shall include a Chrome bezel.

ZONE C -- UPPER REAR WARNING LIGHTS

Two (2) Federal signal Fire Ray 6" x 4" lightheads shall be provided and installed on the apparatus. The lightheads shall have red LEDs with a clear lens.

The specified light(s) shall include a Chrome bezel.

TRAFFIC ADVISOR

There shall be a Federal Signal CN series traffic advisor installed on the apparatus. The light head shall contain 8 amber and white LED modules.

FRONT MOUNTED ELECTRIC WINCH

A Warn Winch Company 16,500 pound capacity, 12-volt electric winch system shall be installed on the front of the apparatus. It shall have forward and reverse gears, a three stage planetary gearing and a sliding ring gear clutch that will permit free-spooling for quick unwinding of cable.

The winch shall be controlled with a push button device attached to a twelve foot (12') control cable and weatherproof receptacle. The winch shall include 90' of 7/16" steel cable.

REAR RECEIVER HITCH

One (1) Class 5 type trailer hitch, rated at approximately 10,000 lbs. shall be installed on the rear of the apparatus attached to the frame assembly.

WARNING LABEL -- ROPE TIE DOWNS

A warning label for rope tie downs shall be located visible near each rope anchor. The label shall comply with FAMA28 standards.

The label shall read, "Anchor failure hazard.

- Straight pull only
- Do not exceed **** lbs
- Do no lift on anchor

Flying parts and shipping ropes may injure or kill"

TRAILER HITCH POWER PLUG

Wiring shall be provided at the rear of the apparatus for the towing of an auxiliary trailer. A 12 volt seven (7) pin electrical connector shall be wired to the chassis stop, running, and turn lights.

PAINT CODES/COLORS

The apparatus shall be painted the following color(s).

BODY PAINTING SPECIFICATIONS

All exposed surfaces shall be prepared and painted using a multi-step process to ensure a blemish-free, protective coating for the base metal materials.

All removable items, such as brackets and compartment doors, shall be removed and painted separately to insure finish paint behind them after they are reinstalled.

Due to its modular design, the apparatus body shall be completely finish painted prior to its installation on the chassis.

The body shall be sanded, and cleaned. Any imperfections or defects in the metal shall be repaired with premium body filler and then sanded smooth.

An epoxy primer shall be utilized on all painted and coated surfaces and shall prepare the metal for the final paint. The direct-to-metal primer shall be used to create a first level seal allowing secure adhesion between the base metal and the subsequent substrates.

All body and components shall then be primed, thoroughly sanded, and meticulously inspected for any imperfections; which shall be properly corrected..

All surfaces shall then be painted with a base coat of premium paint following the guidelines as established by the paint manufacturer. The body shall be painted using a single color to match the cab primary color, and then shall be buffed to a high gloss finish.

INTERIOR COMPARTMENT FINISH

The interior wall, floor and ceiling surfaces of compartments shall be finished with Rust-Oleum brand Multispec color flecked paint.

The specified compartment(s) shall be coated with Gray Stone colored Multi-Spec paint.

TOUCH-UP PAINT

Touch-up paint shall be furnished with the completed truck at final delivery.

VALVE PAINTING

All exposed valves shall be painted to match the color of the exterior body.

SILVER STRIPING PACKAGE

Examples of graphics that can be covered under this package:

- Custom reflective stripe and partial rear chevron
- Custom reflective stripe, small area rear chevron or front bumper, (2) door shields, (2) large lettering, (2) medium lettering, (5) identifiers.
- Single straight reflective stripe, full rear chevron, (2) door shields, and (2) large lettering
- Single straight reflective stripe, small area rear chevron, front bumper chevron, (2) door shields, (2) large lettering, (2) medium lettering, (5) identifiers, and (2) large graphics

SUCTION HOSE

There shall be **NO** suction hose supplied on the apparatus.

WHEEL CHOCKS

Two (2) Zico Model AC-1, aluminum wheel chocks shall be provided on the apparatus.

5# DRY CHEMICAL FIRE EXTINGUISHER

One (1) 5# ABC dry chemical fire extinguisher and mounting bracket shall be provided on the apparatus. The extinguisher shall have a pressure gauge and shall be filled with a dry chemical extinguishing agent.

HYDRAULIC JACK

One (1) hydraulic jack shall be provided. The jack shall be designed for lifting capacity of twelve (12) tons.

LUG WRENCH

There shall be one (1) lug wrench provided and shipped loose with the completed apparatus.

REFLECTOR

A set of three (3) triangular reflectors shall be provided.



4 PRODUCT WARRANTIES

Exhibit "C"

FIRE TRUCKS

GENERAL WARRANTY PROVISIONS

All materials and workmanship herein specified, including all equipment furnished, shall be guaranteed for a period of one (1) year after the acceptance date of the apparatus, unless otherwise noted, with the exception of any normal maintenance services or adjustments which shall be required. Under this warranty, BME Fire Trucks, LLC. shall be responsible for the costs of repairs to the apparatus that have been caused by defective workmanship or materials during this period.

This warranty shall not apply to the following:

- Any component parts or trade accessories such as chassis, engines, tires, pumps, valves, signaling devices, batteries, electric lights, bulbs, alternators, and all other installed equipment and accessories, in as much as they are usually warranted separately by their respective manufacturers, or are subject to normal wear and tear.
- Failures resulting from the apparatus being operated in a manner or for a purpose not recommended by the apparatus manufacturer.
- Loss of time or use of the apparatus, inconvenience, or other incidental expenses.
- Any apparatus which has been repaired or altered outside of the apparatus manufacturer's factory in any way that affects its stability, or which has been subject to misuse, negligence, or accident.
- Delivery of the apparatus to repair site.

DISCLAIMER

No warranties are given beyond those described herein. This warranty is in lieu of all other warranties, expressed or implied. The company specifically disclaims warranties of merchantability and fitness for a particular purpose, all other representations to the user/purchaser and all other obligations or liabilities. Further, the company excludes liability for consequential and incidental damages, on the part of the company or seller. No person is



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authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the seller; and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

OBTAINING SERVICE

Return the vehicle to any BME Fire Trucks, LLC. dealer/authorized service center; Return the vehicle to BME Fire Trucks, LLC. or contact BME Fire Trucks, LLC. BME Fire Trucks, LLC. shall be solely responsible for determining the extent of repair under the terms of the warranty. Transportation costs shall be the responsibility of the purchaser.

BODY AND STRUCTURAL WARRANTY

BME Fire Trucks, LLC. shall warrant each new apparatus body, if used in a normal and reasonable manner, against structural defects caused by defects in material, design or workmanship for a period of ten (10) years, covering parts & labor to the original purchaser which shall start on day of acceptance.

This warranty shall not apply to:

- Normal maintenance services or adjustments
- To any vehicle which will have been repaired or altered outside of our factory in any way so as, in the judgment of BME Fire Trucks, LLC., to affect its stability, nor which has been subject to misuse, negligence, or accident, nor to any vehicle made by us which will have been operated to a speed exceeding the factory rated speed, or loaded beyond the factory rated load capacity.
- Commercial chassis and associated equipment furnished with chassis, signaling devices, generators, batteries, or other trade accessories as they are usually warranted separately by their respective manufacturers.
- Shipping costs of parts or apparatus for purposes of repair or replacement of parts. This warranty is in lieu of all other warranties, expressed or implied. All other representations as to the original purchaser and all other obligations or liabilities, including for incidental or consequential damage on the company's behalf unless made in writing by the company.



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PLUMBING WARRANTY

The stainless-steel fire pump plumbing shall carry a ten (10) year parts and labor warranty against defects in workmanship and perforation corrosion.

PAINT WARRANTY

BME Fire Trucks, LLC. shall provide a pro-rated limited paint warranty which shall cover peeling and/or de-lamination of the topcoat and other layers of paint, cracking or checking, loss of gloss caused by cracking, checking or chalking, and any paint failure caused by defective paint materials covered by the paint manufacturer's material warranty.

Topcoat Durability & Appearance: Gloss, Color Retention & Cracking

0-72 months 100%

73-96 months 50%

97-120 months 25%

Corrosion: Dissimilar Metal and Crevice

0-36 months 100%

37-48 months 50%

49-72 months 25%

73-120 months 10%

Integrity of Coating System: Adhesion, Blistering/Bubbling

0-36 months 100%

37-84 months 50%

85-120 months 25%

Corrosion Perforation

0-120 months 100%

This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the BME Fire Trucks LLC Basic One Year Limited Warranty.

LETTERING AND STRIPING WARRANTY

The manufacturer shall provide a three (3) year lettering and striping warranty. The provisions of this warranty shall be detailed in the completed apparatus documentation.



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WARRANTY REGISTRATION

This form has been provided for you to register your new fire apparatus in the BME Fire Trucks Warranty Program. (This does not constitute acceptance of your Fire Apparatus per Specifications or Contract requirements.) Please complete the information below and mail this form back to BME. The warranty period begins thirty (30) calendar days after delivery unless otherwise noted.

Department Name: _____

Address: _____

Dept. Contact Name: _____

Title: _____ Phone Number: _____

Apparatus Description:

Serial #: _____ Delivery Date: _____

Chassis Mfg: _____

Chassis Serial #: _____

Pump Mfg: _____ Pump Serial #: _____

Engine Mfg: _____ Engine Serial #: _____

Tank Mfg: _____ Tank Serial #: _____

Foam System Mfg: _____ Foam System Serial #: _____

Name & Model: _____ Mfg & Serial #: _____

Other Components (list each):

Date: _____



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5 DEALER SUPPLIED PRODUCTS AND /OR SERVICES

Exhibit "D"

PROPOSAL INTRODUCTION

With over three decades of industry expertise, Golden State Fire Apparatus, Inc. (GSFA) proudly stands as the premier authorized dealership for top-tier fire apparatus in Central and Northern California. Our steadfast commitment to detail and customer satisfaction has earned us a trusted reputation among first responders.

We sincerely appreciate the opportunity to present this comprehensive proposal for TWO (2) BME FIRE TRUCKS, LLC. FORD F550 "PONDEROSA" TYPE 6 ENGINES. Your consideration of this proposal is greatly valued, and we are eager for the opportunity to support your department with the highest level of excellence and professionalism.

DEALER-SUPPLIED PRODUCTS AND SERVICES

Golden State Fire Apparatus Inc. (GSFA) will furnish the following items and/or services before final delivery so that all necessary components and support are in place, contributing to an efficient final delivery process. Please refer to the detailed list below for a comprehensive overview of the products and/or services included:

AUTHORIZED MANUFACTURER

In accordance with the State of California Vehicle Code, specifically Section 11701, it is mandated that "every manufacturer of a vehicle subject to registration shall make application to the Department of Motor Vehicles (DMV) for a license containing a general distinguishing number." The manufacturer, as of the proposal submission, holds a valid license in compliance with this requirement and is prepared to furnish a copy upon request. This adherence to regulatory standards ensures that the manufacturer maintains a current and official status, promoting transparency and compliance with legal requirements throughout the duration of the proposal and subsequent processes.

AUTHORIZED DEALERSHIP

In compliance with the State of California Vehicle Code, specifically Section 11701, it is mandated that "a dealer in vehicles of a type subject to registration shall make application to the Department of Motor Vehicles (DMV) for a license containing a general distinguishing number." Golden State Fire Apparatus, Inc. possesses a valid license at the time of the bid, as detailed above, and can promptly provide a copy upon request. This adherence to regulatory standards ensures that the dealership maintains a current and official status, promoting transparency and compliance with legal requirements throughout the duration of the proposal and subsequent processes.

AUTHORIZED SALES REPRESENTATIVE

In accordance with the State of California Vehicle Code, specifically Section 11800, it is expressly prohibited for any individual to function as a vehicle salesperson without obtaining a license issued by the Department of Motor Vehicles (DMV). The representative, at the time of

proposal, holds a valid vehicle salesperson's license and is ready to furnish a copy upon request. This adherence to regulatory standards ensures that the sales representative maintains a current and official status, promoting transparency and compliance with legal requirements throughout the bidding process and subsequent phases.

VEHICLE REGISTRATION

In adherence to the State of California Vehicle Code Section 11739, it is mandated that the "dealer of a new motor vehicle sale is responsible for applying for the title, securing vehicle registration, and obtaining license plates for the Customer" through the Department of Motor Vehicles (DMV). Being a factory-authorized dealer of the vehicle being sold, Golden State Fire Apparatus, Inc. is duly authorized to register the vehicle with the State of California as a new vehicle manufacturer.

GSFA is committed to facilitating an excellent vehicle ownership experience for the customer. As such, we will manage all necessary applications and complete all transfer papers, including the application for California Exempt "E" license plates. This approach ensures compliance with regulatory requirements and a hassle-free registration process for our valued customers.

WEEKLY PROGRESS PHOTOGRAPHS

GSFA is committed to ensuring transparency and comprehensive reporting throughout the construction process of the apparatus. To achieve this, GSFA will provide weekly photographs capturing various stages of the apparatus or major components under construction.

Commencing from the initiation of the manufacturing process, the photographic documentation will extend throughout the entire production phase by the manufacturer. These weekly reports will offer a visual representation of the ongoing progress of the apparatus, highlighting key milestones and showcasing unique features and aspects as construction unfolds.

Our focus is to provide customers with a clear and detailed insight into the evolution of the apparatus, fostering a deeper understanding of the craftsmanship and distinct elements incorporated during the construction process. This commitment to regular, visual updates aims to enhance communication and transparency regarding the progress of the apparatus.

CONTINGENCY RESERVE FUND

A Contingency Reserve Fund amounting to \$15,000 per unit is incorporated into the quotation to address potential change orders, unforeseen items, or necessary work that may arise during the contract. The utilization of this reserve fund is at the sole discretion of the Customer. It is essential to note that this reserve fund is not an estimate for the aforementioned contingencies, and the actual costs associated with change orders, unforeseen items, or required work may surpass the reserved amount depending on their nature.

Any unused portion of the Contingency Reserve Fund will be credited back on the final invoice. Alternatively, if not credited, the remaining funds will be promptly returned to the Customer in the form of a check following the completion of the final invoicing process. This approach guarantees financial transparency and effective management throughout the project.

PRE-CONSTRUCTION, FACTORY VISIT

A pre-construction trip to the manufacturing facility is included for three (3) Customer representatives. The primary objective of review and finalize, in detail, the specifications prior to the start of production. The pre-construction trip is anticipated to span three (3) days and two (2) nights, with scheduling details collaboratively determined between GSFA and the Customer.

GSFA will cover the costs associated with airfare, lodging, meals, and ground transportation during the stay at the manufacturer's location. Air travel will be arranged from one of the following airports: Fresno, Sacramento, San Francisco, or San Jose.

It is important to note that certain costs, including Customer ground transportation within California, airport parking, luggage fees, and incidental expenses during travel to the factory, fall within the responsibility of the Customer. Furthermore, flight reservations are non-refundable, and in the event of a cancellation post-booking, the Customer will bear all associated costs, encompassing not only the original ticket cost but also any change or cancellation fees levied by the airline and/or travel agency. Additionally, flight reservations are non-transferable. This delineation aims to establish clarity and transparency regarding the allocation of responsibilities and potential costs associated with the pre-construction trip.

***NOTE:** Only one factory pre-construction trip has been budgeted for the two units proposed. Consequently, the cost of this trip has been evenly allocated across both units.*

FINAL INSPECTION, FACTORY VISIT

A final inspection trip to the manufacturing facility is included for three (3) Customer representatives. The primary objective of this visit is to ensure the adherence of the apparatus to specifications and promptly identify any potential deficiencies. The final inspection trip is anticipated to span three (3) days and two (2) nights, with scheduling details collaboratively determined between GSFA and the Customer.

GSFA will cover the costs associated with airfare, lodging, meals, and ground transportation during the stay at the manufacturer's location. Air travel will be arranged from one of the following airports: Fresno, Sacramento, San Francisco, or San Jose.

It is important to note that certain costs, including Customer ground transportation within California, airport parking, luggage fees, and incidental expenses during travel to the factory, fall within the responsibility of the Customer. Furthermore, flight reservations are non-

refundable, and in the event of a cancellation post-booking, the Customer will bear all associated costs, encompassing not only the original ticket cost but also any change or cancellation fees levied by the airline and/or travel agency. Additionally, flight reservations are non-transferable. This delineation aims to establish clarity and transparency regarding the allocation of responsibilities and potential costs associated with the final inspection trip.

***NOTE:** Only one factory final inspection trip has been budgeted for the two units proposed. Consequently, the cost of this trip has been evenly allocated across both units.*

DELIVERY TO AUTHORIZED SERVICE FACILITY

GSFA will deliver the apparatus to our Northern California facility located in Sacramento for a comprehensive dealer preparation inspection. This service, conducted at the expense of GSFA, aims to have the apparatus in optimal condition at the time of final delivery.

To ensure the proper break-in of all components while still under warranty, the apparatus will be delivered under its own power. The use of rail or truck freight for transportation is deemed unacceptable in order to uphold the highest standards of quality assurance during the delivery process. This approach not only aligns with warranty considerations but also emphasizes the commitment to delivering a fully operational apparatus to our valued customers.

PRE-DELIVERY SERVICE

Before reaching its final destination, the apparatus undergoes a pre-delivery service conducted by Golden State Emergency Vehicle Service, Inc. This service is designed to tap into the expertise of an external source, providing an experienced perspective that enhances the thoroughness of your final inspection. Our pre-delivery service covers the following areas:

1. Engine Compartment and Undercarriage:
 - Inspect for broken mounting brackets.
 - Inspect and identify locations of any fluid leaks.
 - General inspection of hoses, wiring, and linkage, focusing on potential wear points.
 - Verify correct fluid capacities for engine oil, coolant, power steering fluid, washer reservoir fluid, transmission fluid, rear-end fluid, pump transmission oil, and primer oil if applicable.
 - Re-torque U-bolts to OEM specifications if equipped with leaf spring suspension (Pierce Custom chassis only).

2. Interior:
 - Confirm proper operation of doors, windows, and locks, ensuring accurate adjustment.
 - Confirm proper operation of seatbelt alarms.
 - Confirm proper operation of all compartment door alarms, as well as hose bed cover, ladder rack, light tower, and deck gun alarms.

- Ensure functionality of auxiliary power points, interior lighting, mirror, and seat controls, and if applicable - headsets and radios.
 - Inspect upholstery for quality and condition.
3. Exterior:
- Address reasonable paint scratches or chips.
 - Tighten any loose hardware.
 - Inspect tires and wheels, ensure proper pressure.
 - Check compartment doors for proper operation and latch fit.
 - Lubricate compartment door locks if applicable.
4. Road Test:
- Conduct a road test with a full water tank (if applicable), covering approximately twenty miles on both city and highway roads.
 - Perform a DOT compliant brake test to verify the system is holding air.
 - Inspect brake condition, wheel seals, and ensure drive train components reach optimal operating temperatures.
 - Conduct an Allison Transmission self-diagnostic to verify fluid level, fluid and filter life, and check for fault codes.
5. Electrical:
- Verify the operation of all lights, sirens, and other electrical accessories.
6. Pump:
- Operate the Pressure Governor or Relief Valve, transfer valve, and check pump shift.
 - Inspect water tank, pump and plumbing for leaks and calibrate the water level gauge.
 - Ensure smooth operation of all discharge, suction, and drain valves.
7. Pierce Husky™ Foam System:
- If applicable, draft and inject clean water to ensure proper operation of the foam pump.
8. Fuel and DEF Tanks:
- Fill the fuel tank and DEF tank prior to final delivery.
9. Wash:
- Thoroughly wash the apparatus prior to final delivery.

This pre-delivery service assists the apparatus to meet our high standards of quality and operational efficiency before reaching its final destination.

FINAL DELIVERY (CUSTOMER LOCATION)

GSFA will deliver the completed Product, inclusive of any relevant equipment, spare parts, and supplies, to the Customer's specified address at GSFA's expense.

In preparation for the Product's delivery, the Customer is required to furnish GSFA with proof of liability and physical damage insurance. GSFA will withhold the release of the Product until such proof of insurance is provided.

To ensure a timely delivery process, it is incumbent upon the Customer to settle any outstanding balance owed to GSFA before or at the time the Product is completed and ready for delivery. In the event of delayed payment or delivery, GSFA reserves the right to impose a late fee and daily storage charge as outlined in the Standard Terms and Conditions until payment is received.

For compliance with insurance liability considerations, the Product will only be delivered upon full acceptance and full payment, or through a prior written agreement mutually reached between the Customer and GSFA. This ensures a secure and efficient finalization of the delivery process, aligning with both parties' obligations and safeguarding against potential liabilities.

COMPREHENSIVE SALES AND SERVICE SUPPORT

At GSFA, we understand that immediate response is essential - and the service and support of your apparatus should be no different. Since our founding in 1989, our mission has been to provide first responders with the highest quality, most reliable fire and emergency apparatus from top-tier manufacturers. We specialize in guiding our customers through the entire process - from apparatus evaluation and customization to final inspection - and ensuring years of reliable service through our Golden State Emergency Vehicle Service (GSEVS) division.

Golden State Emergency Vehicle Service (GSEVS)

Established in 2014, GSEVS is committed to building long-term, collaborative relationships by providing exceptional warranty and technical support. Our services cover a wide range of needs, including chassis, electrical systems, pump, aerial, routine maintenance, equipment mounting, and pump testing - with priority given to new units sold by GSFA. Our goal is to deliver prompt, professional service and unwavering support for your apparatus.

Sacramento Facility

Our Sacramento location features a 33,814-square-foot facility with 14 working bays and a 4,500-square-foot, two-story parts distribution department. Conveniently located near Highway 99 with easy access to Interstates 80 and 50, we are positioned to serve you efficiently.

Tracy Facility (Opening Fall 2025)

Our second location in Tracy will expand our service capacity with a 49,634-square-foot facility featuring 21 working bays and a parts department equal in size to our Sacramento facility. Strategically located within the "Tracy Triangle" - bordered by I-580, I-205, and I-5 - this facility will enhance our ability to serve customers in the Bay Area and beyond.

Certified and Experienced Technicians

Our service team includes factory-trained professionals certified by Pierce, ASE, and EVT. They undergo regular training to stay current on chassis, electrical systems, and aerial devices, ensuring expert handling of any challenge. Whether it's routine maintenance or complex diagnostics, you can count on expert care and precision with every visit.

Parts

At Golden State, we're dedicated to keeping your apparatus fully operational and mission-ready. That's why we maintain a robust inventory of both Pierce and non-Pierce parts—ready for immediate deployment when you need them most. If a part isn't in stock, we expedite orders directly from the manufacturer to minimize downtime and get your unit back in service without delay.

To make the process even more efficient, our digital Parts Request Portal offers a streamlined, user-friendly experience. It provides 24/7 access to submit requests, monitor order status, and communicate directly with our team—ensuring transparent updates and quicker turnaround times every step of the way.

Mobile Service

To minimize emergency apparatus downtime, we offer a robust mobile service program for on-site repairs and maintenance.

Pre-Delivery Inspection (PDI) Process

We employ a dedicated team of Pre-Delivery Inspection (PDI) technicians solely focused on ensuring your apparatus arrives in peak condition. Before your new custom unit is delivered, it undergoes a thorough, multi-point inspection to verify quality, performance, and compliance with all specifications. Our team handles every detail of the acceptance and delivery process—so you can take ownership with complete confidence and peace of mind.

Your Single Source for Sales and Service

With Golden State Fire, you have a single point of contact for sales, service, and support - all under one roof, with two strategically located facilities to serve you better. We are confident that our combination of expertise, customer service, and product support is unmatched by any other fire and emergency apparatus dealership in California.

END OF EXHIBIT "D"



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Fire Department

DATE: September 15, 2025

SUBJECT: Fire – Approval – Res. 25-____, Confirming Weed Abatement and Rubbish Charges for 2025.

ATTACHMENTS: 1. Res. 25-
2. 2025 Weed Abatement Contractor Charges
3. 2025 Weed Abatement Charges Assessed
4. Authorization Letter

RECOMMENDATION

For the City Council to approve the 2025 weed and rubbish abatement charges and authorize payment of the contractor's charges.

EXECUTIVE SUMMARY

Initial notices for weed abatement were mailed out to 237 properties in April and May 2025. Of those notices, 28 cases were created, with 11 properties abated by the City of Clovis contractor, Iron Cross Tractor Services. The attachments outline the properties that were cleaned and all associated cleanup costs and administrative fees.

Before the weed abatement charges can be submitted to the Fresno County Records' Office for collection, the charges must be confirmed by the City Council in resolution form.

BACKGROUND

The Weed and Rubbish Abatement program has proven to be an effective tool in reducing fires associated with dead/dry vegetation and maintaining property values throughout Clovis.

The Fire Department incorporates weed and rubbish abatement into its Fire Prevention Bureau, providing opportunities to prevent vegetation fires that can spread and result in significant life or property loss. In addition, abatement is instrumental in reducing calls for service, allowing unit availability for higher priority calls. Properties are surveyed and hazards identified for removal, the result of which is a much cleaner, safer environment for our citizens.

The weed abatement process started in April 2025 with the first letters being sent to the property owners of large vacant parcels, and final letters mailed in May 2025. Additional notices were mailed to property owners where staff received specific complaints from citizens. These letters were mailed between April and August requesting abatement within a specified time frame according to the City's private contractor for action.

Breakdown of Cleanup:

Properties identified for abatement:	237
Properties cleaned by City Contractor:	11

Following the City of Clovis Municipal Code, two (2) property owners filed appeals for the weed abatement charges. Appeal Hearings have been conducted or have been scheduled. If the fees are withheld and fees are not paid within the allocated time, the property will be included in the liens filed with the Records' Office.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

Before the weed abatement charges can be submitted to the County Assessor for liens to be placed upon the properties, the charges must be confirmed by the City Council in resolution form.

ACTIONS FOLLOWING APPROVAL

1. The Fire Department will process the filing of liens for all property owners that have unpaid assessments through the Fresno County Assessors' Office.
2. Payments will be processed to Iron Cross Tractor Services for all services rendered for Weed and Rubbish Abatement.
3. A signed authorization from the Fire Chief will be submitted to the Fresno County Assessor's Office authorizing the names and titles of those persons who can add, remove, or change a weed abatement lien.

CONFLICT OF INTEREST

None.

Prepared by: Chad Fitzgerald, Life Safety Enforcement Manager

Reviewed by: City Manager *AK*

RESOLUTION 25-__**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING THE COST OF WEED AND RUBBISH ABATEMENT AND PROVIDING FOR COLLECTION**

WHEREAS, the Council by ordinance, adopted Article 102 of Chapter 27 of Title 5 of the Clovis Municipal Code, declaring as a public nuisance, weeds and rubbish upon public or private property in the City; and

WHEREAS, the Fire Chief has caused the removal of weeds and rubbish and abated nuisance declared by said Article 102 of Chapter 27 of Title 5 of said Municipal Code; and

WHEREAS, the Fire Chief has kept an itemized account of the work done in the removal of such weeds and rubbish and has prepared a report thereon and submitted the same to this Council for confirmation; and

WHEREAS, the Council has set September 15, 2025, at the hour of 6:00 o'clock p.m., at the Council Chambers, Clovis, California, as the time and place when this Council would receive and consider the said report and make and confirm assessments against each parcel of land subject to assessment to pay the cost of each abatement.

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

- a. The itemized report of the cost of remove of weeds and rubbish submitted to this Council by the Fire Chief pursuant to Article 103 of Chapter 28 of Title 5 of the Clovis Municipal Code is confirmed and approved.
- b. The cost of abatement for each parcel of real property subject to assessment to pay the cost of removal of weeds and rubbish as listed under "Weed Abatement Assessments".
- c. The cost of such abatement for each such parcel of real property as shown under "Weed Abatement Assessments" constitutes a special assessment against the parcel and is a lien on the parcel.
- d. The Fire Department is directed to transmit a notarized copy of this resolution to the Fresno County Recorder to file liens upon the applicable properties.

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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 _____ by the following vote, to wit.

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk

CITY OF CLOVIS 2025 WEED ABATEMENT ASSESSMENTS

Case #	APN	Contractors Cost	Admin. Cost	Total Cost Payable to City of Clovis	OWNER	OWNER ADDRESS
25-00464	491-340-43	\$1,675.00	\$300.00	\$1,975.00	MK FAMILY INVESTMENTS LLC	3883 RENO, Clovis, CA 93619
25-00463	491-320-09	\$725.00	\$300.00	\$1,025.00	NGUYEN TRUONG & CHRISTINE A TRUSTEES, NGUYEN XUAN MAI	82 SUNOL ST, SAN JOSE, CA 95126
25-00536	498-291-18	\$1,600.00	\$300.00	\$1,900.00	ROSENE BRIAN	PO BOX 374, BELLEVILLE, KS 66935
25-00475	550-020-18	\$2,187.50	\$300.00	\$2,487.50	DNBS LLC	1301 Solana Blvd #2125, Westlake, TX 76262
25-00511	558-033-31	\$1,850.00	\$300.00	\$2,150.00	BOWEN ERIK, BOWEN DANIEL	4664 S CEDAR AVE, FRESNO, CA 93725
25-00509	558-033-23	\$1,850.00	\$300.00	\$2,150.00	BOWEN ERIK, BOWEN DANIEL	4664 S CEDAR AVE, FRESNO, CA 93725
25-00488	430-500-55	\$2,475.00	\$300.00	\$2,775.00	JASON JB MOYES , MELINDA A MOYES	704 Melinda Dr, PORTERVILLE, CA 93257
25-00507	563-131-29	\$4,150.00	\$300.00	\$4,450.00	FAT DAWGS 7 BROADCASTING LLC, WILLIAMS CHARLES P TRUSTEE	5528 N Palm #121, FRESNO, CA 93704
25-00467	559-021-64	\$1,675.00	\$300.00	\$1,975.00	SHARMA ROBERT WILSON	40 N CEASAR, CLOVIS, CA 93612
25-00466	559-021-06	\$1,075.00	\$300.00	\$1,375.00	HERREJON JAVIER L & IRMA	1662 E TEAGUE, CLOVIS, CA 93619
25-00530	552-211-27	\$2,075.00	\$300.00	\$2,375.00	CARLSON DARRIN & DEBRA	PO BOX 251 CAYUCOS, CA 93430
Grand Total Cost		\$21,337.50	\$3,300.00	\$24,637.50		

Disputed Fees

Disputed Fees

ATTACHMENT 2

CITY OF CLOVIS 2025 WEED ABATEMENT ASSESSMENTS					
Case #	APN	AMOUNT	TAX CODE	OWNER	OWNER ADDRESS
25-00464	491-340-43	\$1,975.00	6905	MK FAMILY INVESTMENTS LLC	3883 RENO, Clovis, CA 93619
25-00463	491-320-09	\$1,025.00	6905	NGUYEN TRUONG & CHRISTINE A TRUSTEES, NGUYEN XUAN MAI	82 SUNOL ST, SAN JOSE, CA 95126
25-00536	498-291-18	\$1,900.00	6905	ROSENE BRIAN	PO BOX 374, BELLEVILLE, KS 66935
25-00475	550-020-18	\$2,487.50	6905	DNBS LLC	1301 Solana Blvd #2125, Westlake, TX 76262
25-00511	558-033-31	\$2,150.00	6905	BOWEN ERIK, BOWEN DANIEL	4664 S CEDAR AVE, FRESNO, CA 93725
25-00509	558-033-23	\$2,150.00	6905	BOWEN ERIK, BOWEN DANIEL	4664 S CEDAR AVE, FRESNO, CA 93725
25-00488	430-500-55	\$2,775.00	6905	JASON JB MOYES , MELINDA A MOYES	704 Melinda Dr, PORTERVILLE, CA 93257
25-00507	563-131-29	\$4,450.00	6905	FAT DAWGS 7 BROADCASTING LLC, WILLIAMS CHARLES P TRUSTEE	5528 N Palm #121, FRESNO, CA 93704
25-00467	559-021-64	\$1,975.00	6905	SHARMA ROBERT WILSON	40 N CEASAR, CLOVIS, CA 93612
25-00466	559-021-06	\$1,375.00	6905	HERREJON JAVIER L & IRMA	1662 E TEAGUE, CLOVIS, CA 93619
25-00530	552-211-27	\$2,375.00	6905	CARLSON DARRIN & DEBRA	PO BOX 251 CAYUCOS, CA 93430
Total Fees:		\$24,637.50			

Disputed Fees

Disputed Fees

ATTACHMENT 3



CITY OF CLOVIS FIRE DEPARTMENT

1233 Fifth Street, Clovis, CA 93612 · (559) 324-2200

AGENDA ITEM NO. 7.



September 15, 2025

Fresno County Auditor Controller
Attn: Oscar J. Garcia, CPA

Dear Auditor-Controller:

Please accept all instructions for adding, changing, and deleting Special Assessments on behalf of the City of Clovis Fire Department from the following individuals:

1. Andy Haussler, City Manager
2. Chris Ekk, Fire Chief
3. Jay Schengel, Finance Director
4. Chad Fitzgerald, Life Safety Enforcement Manager
5. Katie Krahn, Sr. Management Analyst

This shall remain in effect through August 31, 2026, unless notified differently. If you should have any questions, please contact Chad Fitzgerald, Life Safety/Enforcement Manager at 559-324-2218.

Sincerely,

Chris Ekk, Fire Chief



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: September 15, 2025

SUBJECT: Planning and Development Services – Approval – Final Acceptance for CIP 23-02, Herndon Avenue Street Improvements, with the final contract cost of \$1,435,781.86.

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 included street improvements on Herndon Avenue, from Fowler Avenue to Armstrong Avenue. Construction included full street reconstruction, grinding, asphalt concrete paving, ADA concrete improvements, adjustment of existing manholes, water valves, utility boxes, and vaults to finish grade, installation of traffic markings and signs to current Manual on Uniform Traffic Control Devices (MUTCD) standards.

BACKGROUND

Bids were received on March 18, 2025, and the project was awarded by the City Council to the lowest responsible bidder, Dave Christian Construction Co., Inc., on April 7, 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

This project was budgeted in the 2024-2025 Community Investment Program. The project is supported by Surface Transportation Block Grant Program (STBG) through the City Community Investment Program.

1. Award	\$1,670,078.00
2. Cost increases/decreases resulting from differences between estimated quantities used for award and actual quantities installed.	(\$302,255.62)
3. Contract Change Orders	
CCO 1 R&R four pull boxes at Fowler	\$3,100.00
CCO 2 Cost credit for monuments	(\$10,000.00)
CCO 3 Repair saturated area	\$51,500.48
CCO 4 Balancing Change order	\$26,709.00
CCO 5 Repair saturated area	\$1,650.00
CCO 6 Deduction for sub-contract work	(\$5,000.00)

Final Contract Cost	\$1,435,781.86
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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; and
2. All retention funds will be released pursuant to Federal requirements and the Prompt Payment of Funds Withheld to Subcontractors clause of the Local Assistance Procedures Manual.

CONFLICT OF INTEREST

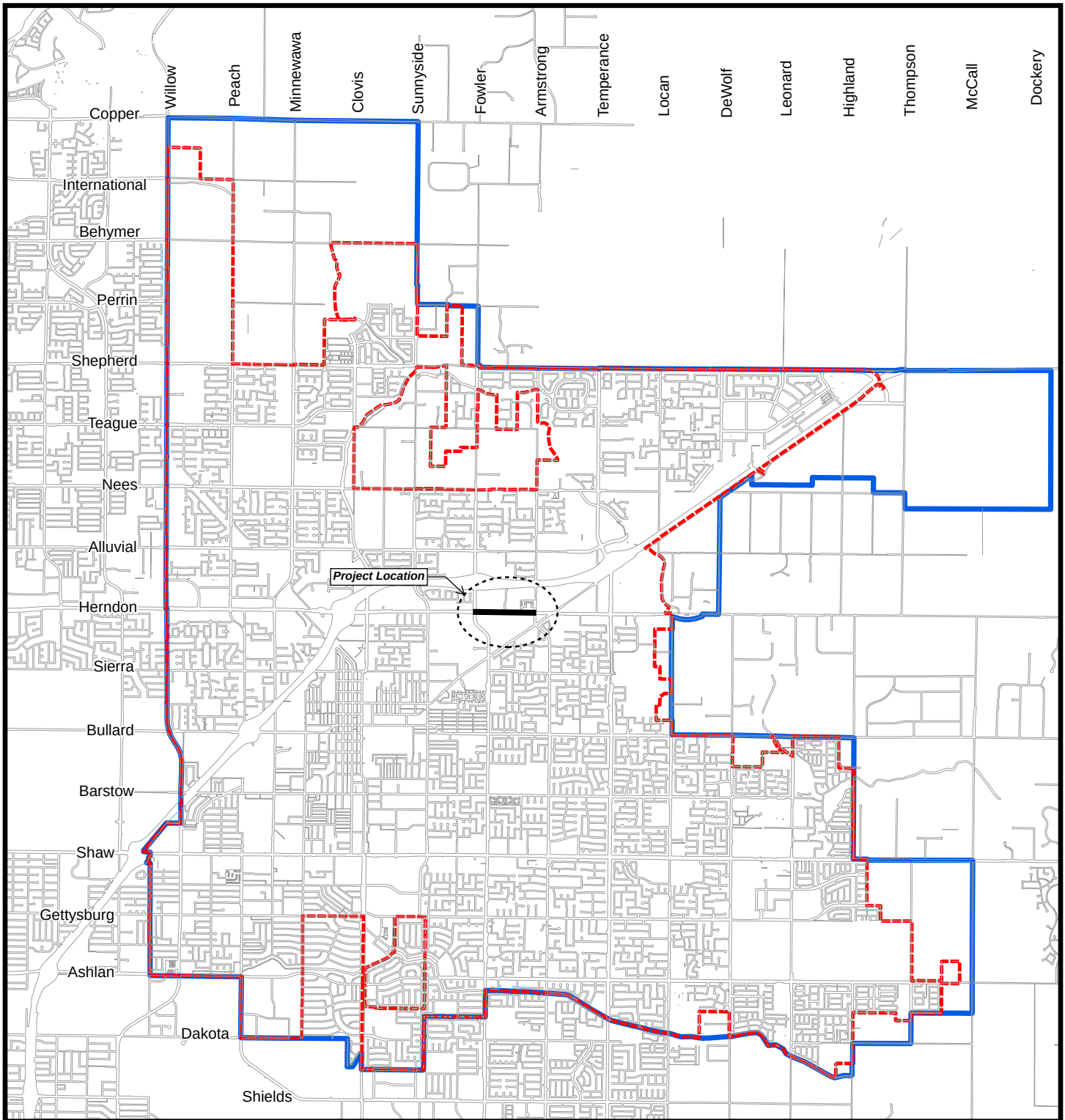
None.

Prepared by: Rami Abunamous, Engineering Inspector

Reviewed by: City Manager *AA*

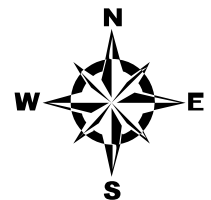
VICINITY MAP

CIP 23-02 Herndon 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 Department

DATE: September 15, 2025

SUBJECT: Planning and Development Services – Approval – Final Acceptance for CIP 25-01 Rubberized Cape Seal 2025, with the final contract cost of \$1,677,106.08.

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 consisted of applying 101,177± square yards of rubberized cape seals at various local streets, 283,250± square yards of Type II slurry seals at various additional local streets and 10,531± square yards of parking-area seal at the Police and Fire Headquarters parking lot.

The work included removal of all existing traffic striping, markings, reflectors. Furnishing and installing/applying asphalt rubber chip seal, Type II slurry seal, traffic control, street sweeping, cleanup, reinstallation of traffic striping and all other items or details required as described in the Contract Documents.

BACKGROUND

Bids were received on March 18, 2025, and the project was awarded by the City Council to the lowest responsible bidder, VSS International, Inc., on April 7, 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

This project was budgeted in the 2024-2025 Community Investment Program. The street rubber chip seal and slurry seal portion of the project is supported by Measure "C" pass-through funding and the parking-area seal portion is supported by the General Government Service Fund.

1. Award	\$1,663,120.00
2. Contract Change Order	\$43,986.08
3. Liquidated Damages Assessed	\$0.00

Final Contract Cost	\$1,677,106.08
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The contract change order involved expansion of the scope of work on Nees Avenue, between Clovis Avenue and Sunnyside Avenue. This work was requested by the Public Utilities Department due to the deterioration of the existing road and adding this segment of cape seal would help alleviate the constant maintenance work.

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, Cervantes Landscape Services, Inc., has requested final acceptance from the City Council.

ACTIONS FOLLOWING APPROVAL

1. The Notice of Completion will be recorded; and
2. All 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

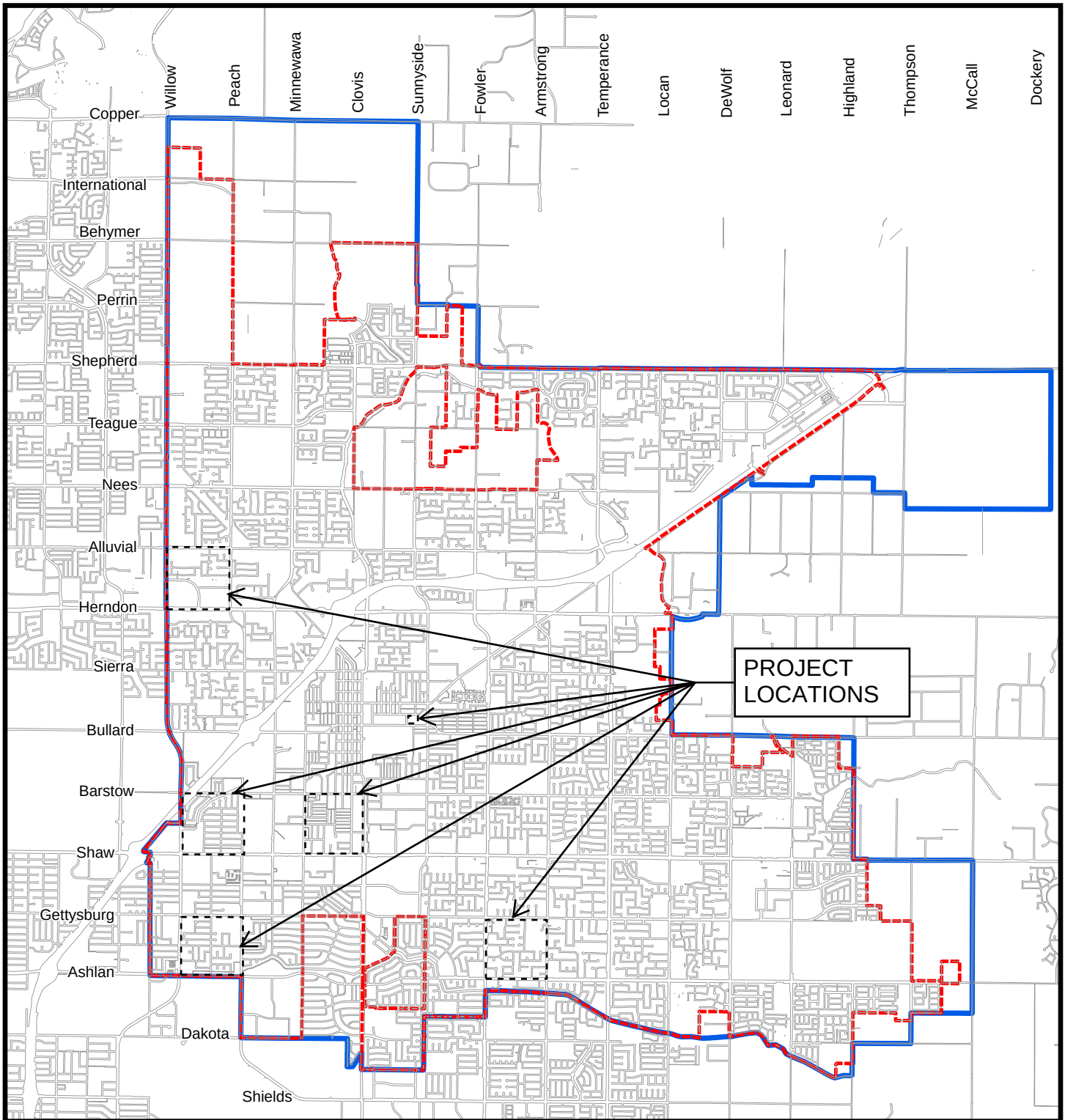
None.

Prepared by: Matt Buller, Projects Administrator

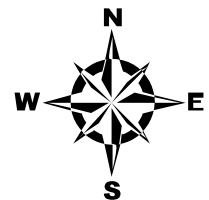
Reviewed by: City Manager *AM*

VICINITY MAP

CIP 25-01 Rubberized Cape Seal 2025



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 Department

DATE: September 15, 2025

SUBJECT: Planning and Development Services – Approval – Authorize the City Manager to execute a Farm Lease Agreement between the City of Clovis and Gil Management, Inc., for the property located at 3778 East Behymer Avenue.

ATTACHMENTS: 1. Farm Lease Agreement

RECOMMENDATION

For the City Council to authorize the City Manager to execute a Farm Lease Agreement between the City of Clovis and Gil Management, Inc., for the property located at 3778 East Behymer Avenue.

EXECUTIVE SUMMARY

The City recently acquired approximately 19.85 acres of land at 3778 East Behymer, most currently operated as a peach orchard, for a future municipal water infrastructure project. Development of the site is 3 to 5 years out. In the interim period before development begins, staff recommends entering into a nominal fee agricultural lease with the property's existing farmer. The proposed lease allows continued use of the land for farming purposes while maintaining the City's development rights with a clear termination clause. The agreement minimizes City costs and ensures the property will be maintained.

BACKGROUND

The subject property was recently purchased by the City for the future development of a water treatment facility or related infrastructure. The site has recently been farmed by Luis Gil under an informal agreement with the prior owner. At the time of acquisition, the City inherited a well-maintained and actively cultivated parcel. There are no immediate plans to begin construction on the site.

Staff recommends formalizing a lease agreement with the current farmer to continue existing agricultural operations until the property is needed for public use. The proposed lease agreement represents a practical and cost-effective interim use of City-owned property that has been acquired for a future municipal water infrastructure project. Although the site is not currently needed for construction, it is important to maintain the land in a way that keeps the property maintained and minimizes liability. By leasing the property to the current farmer, who has a

history of maintaining the orchard under a prior informal arrangement with the previous owner, the City can ensure the land remains actively managed and in good condition.

FISCAL IMPACT

There is no fiscal impact resulting from this agreement. The City will receive nominal rent of \$50 per year and will avoid maintenance costs such as weed abatement and fire risk mitigation. The farmer will assume full responsibility for farming costs and property upkeep. The lease represents a cost-effective interim land management strategy until the development of the site takes place.

REASON FOR RECOMMENDATION

Approval of the item will allow the City to enter into a formal lease agreement with Gil Management, Inc., ensuring the continued productive use and maintenance of the property at 3778 East Behymer until it is needed for development. The agreement provides a cost-effective interim land management strategy by placing responsibility for upkeep and site maintenance on the lessee, while preserving the City's right to terminate the lease when development of the site is needed.

ACTIONS FOLLOWING APPROVAL

Staff will execute the lease agreement between the City and Gil Management, Inc.

CONFLICT OF INTEREST

None.

Prepared by: Ryan Burnett, Engineering Program Manager

Reviewed by: City Manager AA

FARM LEASE AGREEMENT BETWEEN CITY OF CLOVIS AND GIL MANAGEMENT INC.

This Farm Lease Agreement ("Lease") is entered into _____, 2025 ("Effective Date"), by and between the City of Clovis, a California Municipal Corporation, ("Lessor") and Gil Management Inc. ("Lessee") (hereinafter collectively referred to as "Parties") on the terms and conditions that follow.

Recitals

A. WHEREAS, Lessor purchased approximately 19.85 gross acres of real property located at 3778 East Behymer Avenue, in the City of Clovis, California, Fresno County Assessor's Parcel No. 580-072-38 ("Property"), which is shown in the property diagram attached hereto as **Exhibit "A"**; and

B. WHEREAS, Lessor purchased the Property for future water infrastructure needs and related uses (the "Project"); and

C. WHEREAS, the Property consists of growing crops that were previously farmed by Lessee, and Lessor does not anticipate immediately clearing all of the growing crops from the Property to begin construction of the Project; and

D. WHEREAS, Lessee desires to continue its farming operation until such time as the Lessor shall have an imminent need for the Property for construction of the Project.

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

Agreement

1. Lease Term. This Lease shall begin on the Effective Date of this Lease. The Lessor may terminate the Lease by giving eight (8) months written notice to the Lessee. The Lessee may terminate the Lease by giving sixty (60) days written notice to the Lessor. Upon notice of termination, the Lessee shall remove all farm equipment, personal property, pumps and irrigation systems they desire within the written notice period as specified herein. The Lessee shall leave the Property in good order and condition, ordinary wear and tear excepted. This section may be referred to as the "Lease Term."
2. Rental Consideration; Security Deposit. The Lessee shall pay to the Lessor the sum of Fifty Dollars (\$50.00) annually as rental consideration for the Property. No security deposit shall be required of the Lessee. The Lessee may pay the rental consideration to the Lessor annually at their option. If the rental consideration is paid annually, and the Lessor provides a six-month notice of termination pursuant to Section 1, the Lessor shall refund any portion of the rental consideration for the period following the termination of the Lease.

3. Farming Costs. The Lessee will be responsible for all costs of farming the Property, including, but not limited to, all irrigation, utility, and repair costs. Lessee will also be solely responsible for supplying irrigation water to the Property, including the payment of any assessment fees issued by the Fresno Irrigation District. Farming costs shall also include the upkeep and maintenance of any necessary farm improvements during the Lease Term.
4. Permitted Use. The Lessee shall use the Property only for farming operations that were conducted prior to the close of escrow.
5. Condition of Property. The Lessor makes no representation or warranty with respect to the condition of the Property or its continuing suitability for farming operations. This Lease shall be subject to any existing rights of others with recorded interests in the Property, including, but not limited to, easements and rights of way not acquired by the Lessor.
6. [Reserved.]
7. No Waste or Nuisance Upon Property. The Lessee shall ensure that their activities will not create waste to or a nuisance upon the Property or for any other liability arising from their continued use of the Property. If the Lessee use, or permit the deposit of hazardous materials, as defined under State, Federal, or local law, or otherwise create waste or a nuisance, the Lessee shall bear the obligation to fully remediate the Property to the condition existing at the time of commencement of this Lease. The Lessee shall maintain the Property in accordance with all applicable federal, state or local codes and requirements, and keep weeds and grass cut or plowed and managed on the fields and roadsides of the Property, and shall use diligence to prevent noxious weeds from going to seed on the Property and shall destroy the same using the least harmful method available to maintain satisfactory control.
8. No liens or encumbrances. The Lessee shall neither take nor permit any action that would allow for a lien or encumbrance to be placed upon the Property, including deeds of trust and fixture financing statements on the Property or this Lease.
9. Indemnification. The Lessee covenant and agree to indemnify and defend the Lessor against any loss, cost, expense, damage, charge or liability, including attorneys' fees, connected with the Lessee' use and possession of the Property, or operations conducted thereon by the Lessee, their agents, contractors, or employees. The Lessee further agree to indemnify, and defend the Lessor against all loss, cost, expense, damage, charge, and liability, including attorney's fees, for injury to or death of persons and damage to Property occurring by reason of such use or possession of the Property, except claims or demands adjudicated to be caused by the negligence or wrongdoing of the Lessor. These indemnification provisions shall survive the termination date of the Lease.
10. Liability Insurance. During the term of this Lease, the Lessee shall add the Lessor as a co-insured to any general liability insurance maintained by the Lessee in connection with the Lessee' activities on the Property. The Lessee agrees to furnish Lessor with a certificate of insurance providing evidence of co-insurance for the above-referenced liability

insurance, annually. The certificate of insurance shall contain a provision that Lessor shall be given written notice 30 calendar days in advance of cancellation or any material reduction in this liability insurance policy coverage. The amount of liability insurance shall be at least a minimum of One Million Dollars (\$1,000,000.00) in coverage.

11. Access. The Lessee shall allow the Lessor access to the Property at reasonable times during the work week, or on weekends, to allow the Lessor to conduct any tests, staking, surveying and related activities for the Lessor's intended future use of the Property.
12. Assignment. The Lessee shall not assign or sublet any of their obligations, rights, or duties under this Lease, nor sublet the Property or any part thereof.
13. Default and Remedies. If a Party breaches any of its obligations under this Lease, the Party alleging a breach of the Lease shall send a notice of default to the other Party pursuant to Section 18. The breaching Party shall have a reasonable period of time to cure the breach but in no event more than thirty (30) days. If such breach is not cured within said period, or such extended period as the Parties may agree so long as the breaching Party continues to cure the breach, the non-breaching Party may pursue its remedies at law, or as permitted by this Lease. If the Lessee breaches any of its obligations and does not cure the breach within the time permitted under this Lease, then the Lessor may terminate the Lease and reclaim possession of the Property without further notice or obligation to the Lessee. The remedies given to each Party shall be cumulative. The exercise of any one remedy by either Party shall not waive that Party's right to any other remedy.
14. Lessor Remedies. This Lease shall entitle the Lessor to institute unlawful detainer, ejectment, or similar proceedings as provided by law in the event of a breach of any provision of this Lease. The Lessor shall be entitled to exercise any and all other remedies, apart from those described herein, as provided by law and in equity, including the remedies as set forth herein.
15. Modification. At any time during the term of this Lease, the Parties may mutually agree in writing to amend, supplement, terminate, or otherwise modify this Lease.
16. Waiver. No waiver of any default shall affect or alter the terms of this Lease, which shall continue in full force and effect, or affect the respective rights of the Lessor or the Lessee with respect to any other then existing or subsequent default.
17. Compliance with Laws; Interpretation. The Lessee agrees to observe and obey all local, state or federal laws, ordinances, rules, statutes and regulations now in effect or promulgated in the future with respect to the use of the Property and activities conducted thereon.
18. Notice. Any and all notices or other communications required or permitted by this Lease or by law to be delivered to, served on, or given to either Party to this Lease shall be in writing and shall be deemed properly delivered to such Party at the earliest of (i) the date actually received; (ii) three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, addressed to the respective Party at the address identified

below; or (iii) one (1) business day after deposit with a mail service, whether United States mail, or a private company, which guarantees next-business-day delivery.

Either Party may change its address for purposes of notice by giving written notice of such change of address, which shall become effective five (5) business days after giving notice thereof. All notices given pursuant to this Lease shall be delivered to:

Lessor:

City of Clovis
Attention: Nick Torstensen, Assistant
Public Utilities Director
155 N. Sunnyside Avenue
Clovis, CA 93611
Email: nicholast@clovisca.gov

Lessee:

Gil Management Inc.
Attention: Luis Gil, President
12136 E. Clinton Avenue
Sanger, CA 93657
Email: luis@gilfamilycompany.com

19. End of Lease Term. Upon expiration of the written notice of termination period or other termination of this Lease, the Lessee shall immediately quit and surrender the Property to the Lessor in good order and condition, ordinary wear and tear excepted, and shall remove all of the Lessee' personal property, farm equipment, and also any trash, debris, chemicals or hazardous materials. No holding over (Tenant at sufferance) shall be permitted. Unless otherwise agreed upon in writing by the Parties, any of the Lessee' equipment or other personal property, pumps and irrigation systems not so removed shall be deemed abandoned and the Lessor may use or dispose of them, without notice or obligation to the Lessee, as the Lessor deems appropriate. The Lessee shall be responsible for all moving and relocation costs.
20. Miscellaneous. This Lease may be amended, waived, discharged, or terminated only by an instrument in writing, signed by both Parties. The headings of this Lease are for purposes of reference only and shall not limit or define the meaning hereof. The Lessor may post the Property with signage indicating the intended use of the Property so long as it does not impair the Lessee' farming activities.
21. Execution in Counterpart; Facsimile Signatures. The Parties may sign this Lease in counterparts such that this lease document, when all signatures are appended together, will constitute a fully signed original or copy thereof. Facsimile signatures or copies of signatures shall be binding to the same extent as original signatures.
22. Binding Effect. This Lease shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of the Parties hereto.
23. Severability. If any portion of this Lease is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

24. Governing Law. This Lease will be construed in accordance with the laws of the State of California.

Wherefore, the Parties hereto enter into this Lease on the Effective Date set forth above.

LESSOR:

CITY OF CLOVIS, a California municipal corporation

By: _____
ANDREW HAUSSLER
City Manager

LESSEE:

Gil Management Inc.

LUIS GIL
President

ATTEST

By: _____
BRIANA PARRA
City Clerk

APPROVED AS TO LEGAL FORM

By: _____
SCOTT G. CROSS
City Attorney

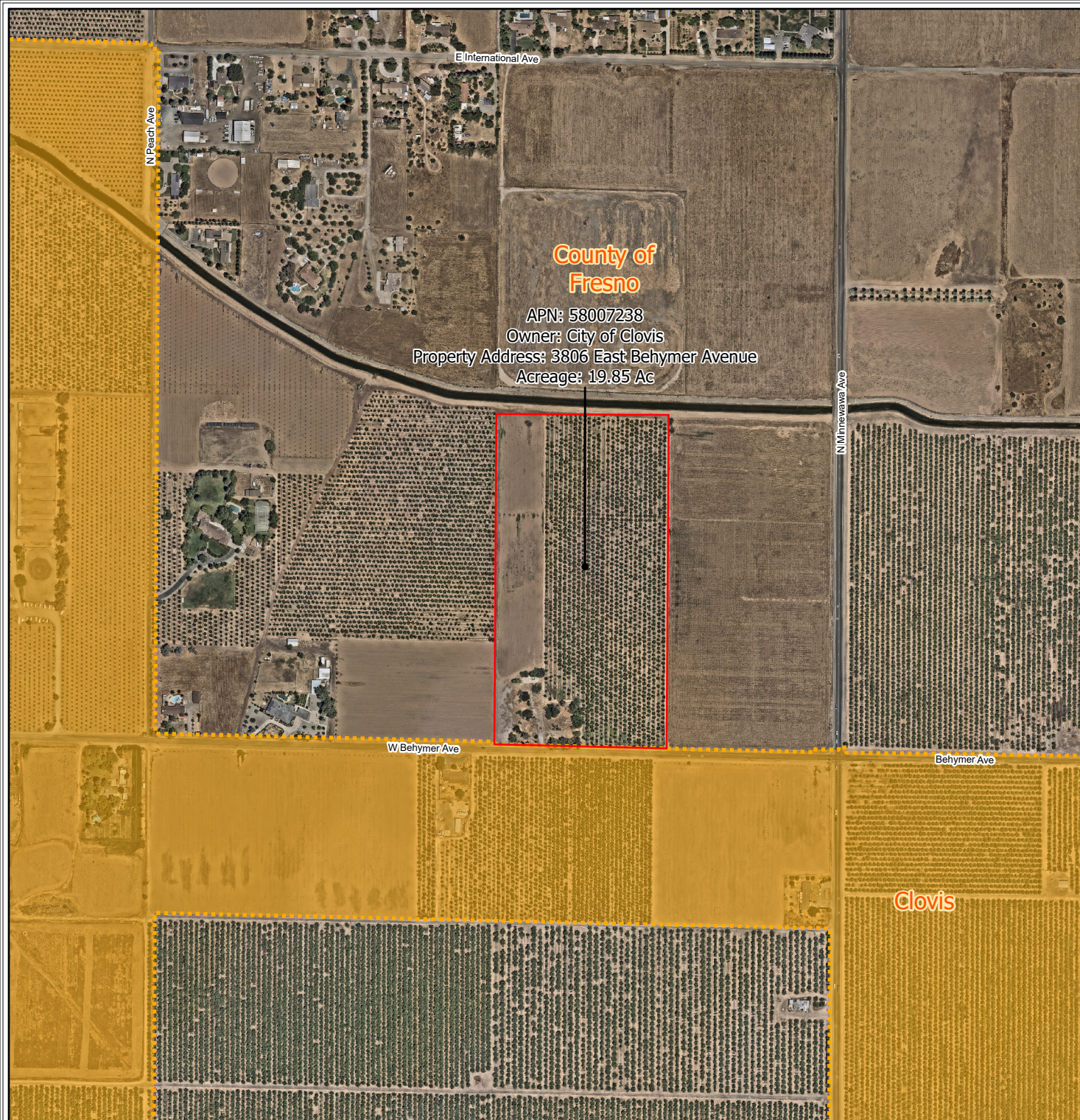
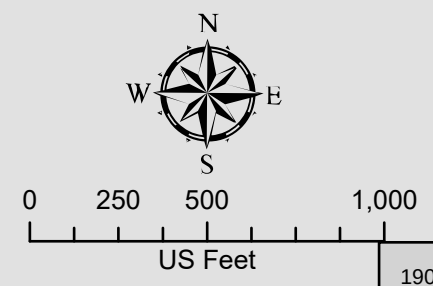
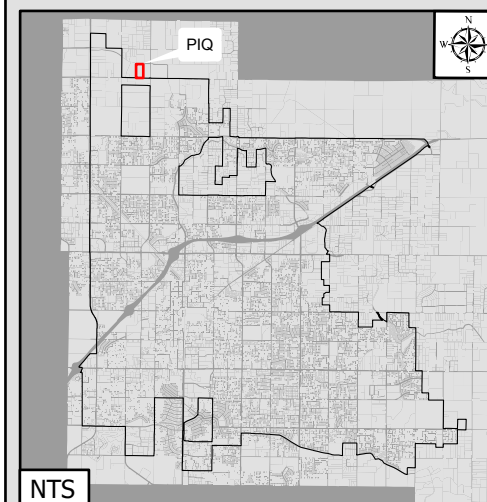
EXHIBIT “A”

Exhibit A

APN 580-072-38



-  Parcel in Question
-  Clovis City Limits





CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: September 15, 2025

SUBJECT: Consider Approval and Conduct a Public Hearing - Res. 25-____, Amended and Restated Resolution Authorizing the City to Join the Statewide Community Infrastructure Program, Authorizing California Statewide Communities Development Authority (CSCDA) to Accept Applications, Levy Assessments and Special Taxes, Form Assessment and Community Facilities Districts, Approve Form of Acquisition Agreement, and Authorize Related Actions.

Staff: Paul Armendariz, Assistant City Manager

Recommendation: Approve

ATTACHMENTS: 1. Reso. 25-____
2. Adopted Resolution 11-28
3. Public Hearing Notice

RECOMMENDATION

Staff is requesting the City Council conduct a public hearing and consider approval of a Resolution to an amended and Restated Resolution Authorizing the City to Join the Statewide Community Infrastructure Program, Authorizing CSCDA to Accept Applications, Levy Assessments and Special Taxes, Form Assessment and Community Facilities Districts, Approve Form of Acquisition Agreement, and Authorize Related Actions.

EXECUTIVE SUMMARY

The Statewide Community Infrastructure Program (SCIP) is a program provided by the California Statewide Communities Development Authority (CSCDA) to help finance development projects. SCIP is a pooled tax-exempt bond that funds development impact fees and public improvements for private developments. The bonds are issued by the CSCDA, which is a Joint Powers Authority (JPA).

The City of Clovis is a member of CSCDA and originally joined SCIP in 2011 as stated in Adopted Resolution 11-28. Staff is requesting the City Council to approve an Amended and Restated Resolution by which the City of Clovis confirms its participation in SCIP and adds authorization for the formation of community facilities districts to the existing authorization for the formation of assessment districts by CSCDA within the framework of SCIP.

Some local developers have recently expressed interest in utilizing SCIP to support their projects. There is no cost for the City to become a member, or to continue its membership, of CSCDA, nor is the City obligated to utilize their services. Membership simply provides the City and developers with additional financing tools to fund eligible infrastructure improvement projects and accelerate new development projects. The City would be reimbursed for any costs associated with the establishment of a CFD through SCIP, by the developer.

CSCDA will impose a 30-year special tax on the owner's property to repay the cost of the impact fees and/or public infrastructure costs. The special taxes are billed on the county property tax bill and are calculated to be sufficient to pay annual debt service on the bonds, along with the administrative costs of SCIP.

BACKGROUND

CSCDA is a joint powers authority sponsored by the League of California Cities and the California State Association of Counties. 530 cities, counties and special districts throughout California are members of CSCDA, including the City. SCIP was instituted by CSCDA in 2002 to allow owners of property in participating cities and counties to finance the development related fees that would be payable by property owners upon receiving development entitlements or building permits through a pooled special assessment districts program. SCIP was expanded to include financing of public capital improvements directly in addition to just fees and has now been further expanded to include community facilities districts ("CFDs") and an option to finance public services in respect of stand-alone bond issues, necessary to support development in the City, as provided for in the proposed Amended and Restated Resolution. Since its inception SCIP has issued over \$1 billion in land secured special assessment and CFD bonds for development projects in California.

The City joined SCIP in 2011. Now it is before the City Council to consider modifications to its SCIP participation to allow financing of fees and facilities through the formation of CFDs in addition to the current assessment district program. By adding CFDs, developers can finance a broader range of City fees. It will also allow the developer more flexibility in adjusting tax rates by specific product type, assist in forming separate improvement areas when projects need to be phased, and provide for more facilities to be financed similar in type to the fees.

If a property owner applies to participate in SCIP, and the City approves the application, the selected public capital improvements, facilities and/or development related fees owed to the City will be financed by the issuance of bonds by CSCDA. Property owners, in consultation with the City and the SCIP team, can opt to have CSCDA form either an assessment district or a community facilities district. CSCDA determines whether the project will be included in the SCIP pool program (where no one developer within the SCIP pool is responsible for the payment related to any other project) or, depending on the projected bond sizing and other factors,

implemented as a stand-alone financing. In either case, CSCDA will form the appropriate district and impose an assessment or special tax, as applicable, on the owner's property to repay the portion of the bonds issued to finance public capital improvements, facilities and/or development related fees.

With respect to the financing of development related fees, the property owner will either pay the development fees at the time of permit issuance, or per the Clovis Municipal Code, and will be reimbursed from the SCIP bond proceeds when the SCIP bonds are issued, or the fees will be funded directly from the proceeds of the SCIP bonds. In both cases, the fees are subject to requisition by the City at any time to make authorized fee expenditures, and the City is never at risk for payment of its fees. If the property owner is required to construct improvements to be dedicated to the City, the proposed Amended and Restated Resolution includes a form of acquisition agreement to be used when such improvements are funded with SCIP bond proceeds, which outlines how a developer will be reimbursed for improvements as they are certified completely by the City.

The benefits of SCIP to the property owner include:

- Only property owners who choose to participate in the program will have assessments or special taxes imposed on their property.
- Instead of paying cash for public capital improvements and/or development related fees, the property owner receives low-cost, long-term tax-exempt financing of those fees, freeing up capital for other purposes.
- The property owner can choose to pay off the assessments or special taxes at any time.
- For home buyers, paying for the costs of public infrastructure through an assessment or special tax is superior to having those costs "rolled" into the cost of the home. Although the tax bill is higher, the amount of the mortgage is smaller, making it easier to qualify. Moreover, because the assessment/special tax financing is at tax-exempt rates, it typically comes at lower cost than mortgage rates.
- Owners of smaller projects, both residential and commercial, can have access to tax-exempt financing of infrastructure. Before the inception of SCIP, only projects large enough to justify the formation of an assessment or community facilities district had access to tax-exempt financing. SCIP can finance projects as low as \$500,000, which would not be economical on a stand-alone basis.

The benefits of SCIP to the City include:

- As in conventional assessment district and CFD financing, the City is not liable to repay the bonds issued by CSCDA or the assessments or special taxes, as applicable, imposed on the participating properties.
- CSCDA handles all district formation, district administration, bond issuance and bond administration functions. A participating city, county or special district can provide tax-exempt financing to property owners through SCIP while committing virtually no staff time to administer the program.
- Providing tax-exempt financing helps participating cities and counties cushion the impact of rising public capital improvements costs and development related fees on new

development. Many developers rely on assessment district or CFD financing through SCIP in making the decision to purchase land, thereby improving the City's competitive advantage in attracting new development.

- The availability of financing will encourage developers to pull permits and pay fees in larger blocks, giving the participating city, county or special district immediate access to revenues for public infrastructure, rather than receiving a trickle of revenues stretched out over time. As part of the entitlement negotiation process, the possibility of tax-exempt financing of fees can be used to encourage a developer to pay fees up front.
- In some cases, the assessments or special taxes on successful projects can be refinanced through refunding bonds. Savings achieved through a refinancing may be directed to lower property taxes subject to applicable federal tax limitations.

The proposed Amended and Restated Resolution authorizes CSCDA to accept applications from owners of property within our planning jurisdiction to apply for tax-exempt financing of public capital improvements and development related fees through SCIP. It also authorizes CSCDA to form assessment districts and community facilities districts within our City's boundaries, conduct assessment and special tax proceedings and levy assessments and special taxes against the property of participating owners. The authorization of CSCDA to form assessment districts within the City's boundaries, conduct assessment proceedings, and levy assessments against the property of participating owners previously approved by this City Council would remain in effect. The Amended and Restated Resolution approves the form of an acquisition agreement, attached thereto as Exhibit B, to be entered into between the City and the participating property owner/developer, if applicable, to provide the terms and conditions under which financing for public capital improvements will be provided and to establish the procedure for disbursement of bond proceeds to pay for completed facilities. It also authorizes miscellaneous related actions and makes certain findings and determinations required by law.

In addition to the funding of public capital improvements and development related fees, the proposed Amended and Restated Resolution authorizes CSCDA to form community facilities districts within our City's boundaries to levy special taxes to fund public services necessitated by new development projects, if approved by the participating property owner. Similar to the funding of public capital improvements and development related fees, once an application is received by the participating property owner and approved by the City, CSCDA handles all district formation and district administration. CSCDA will coordinate with the City annually to prepare the budget for the levy and will levy and collect the special taxes for disbursement to the City when collected. Public services will only be included in a community facilities district formed for a stand-alone project.

After City Council discussion and questions, open the public hearing to order and invite any interested members of the public to provide testimony regarding SCIP and the proposed action. Upon the close of the hearing, if the City Council wishes to join SCIP for community facilities districts and become a participating member agency in this program, it should adopt the proposed Amended and Restated Resolution. The Amended and Restated Resolution requires only a simple majority vote.

FISCAL IMPACT

A non-refundable administrative processing fee of \$3,500 will be required for each application to recover the cost of staff time to process, review and verify planning entitlements and impact fees for the project that will participate in SCIP. The City may charge a participating developer a fee based on the City's reasonable costs of managing the City's acquisition of any improvements constructed under an Acquisition Agreement.

REASON FOR RECOMMENDATION

Participation in SCIP would give the City a means to offer financing of impact fees and public infrastructure with competitive interest rates and lower financing costs.

ACTIONS FOLLOWING APPROVAL

If the Amended and Restated Resolution is approved, the City Clerk will forward a certified copy to SCIP. Interested parties would then be directed to SCIP staff for assistance with the application process and staff will work with both SCIP and the interested party on the project specific Acquisition Agreement.

CONFLICT OF INTEREST

None.

Prepared by: Paul Armendariz, Assistant City Manager

Reviewed by: City Manager AA

RESOLUTION 25-____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
 APPROVING THE AMENDED AND RESTATED RESOLUTION OF THE CITY
 COUNCIL OF THE CITY OF CLOVIS AUTHORIZING THE CITY TO JOIN THE
 STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM; AUTHORIZING THE
 CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO
 ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT SPECIAL
 ASSESSMENT PROCEEDINGS AND LEVY ASSESSMENTS AND SPECIAL TAXES
 AND TO FORM ASSESSMENT DISTRICTS AND COMMUNITY FACILITIES
 DISTRICTS WITHIN THE TERRITORY OF THE CITY OF CLOVIS; EMBODYING A
 JOINT COMMUNITY FACILITIES AGREEMENT SETTING FORTH THE TERMS AND
 CONDITIONS OF COMMUNITY FACILITIES DISTRICT FINANCINGS; APPROVING
 FORM OF ACQUISITION AGREEMENT FOR USE WHEN APPLICABLE; AND
 AUTHORIZING RELATED ACTIONS**

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is a joint exercise of powers authority, lawfully formed and operating within the State pursuant to an agreement (the "Joint Powers Agreement") entered into as of June 1, 1988 under the authority of Title 1, Division 7, Chapter 5 (commencing with Section 6500) of the California Government Code (the "JPA Law"), the members of which include numerous cities, counties and local agencies in the State of California, including the City of Clovis (the "City"); and

WHEREAS, the Joint Powers Agreement authorizes the Authority to undertake financing programs under any applicable provisions of State law to promote economic development, the stimulation of economic activity, and the increase of the tax base within the jurisdictional boundaries of its members (such members, the "Program Participants"); and

WHEREAS, as one of the Programs under the Joint Powers Agreement, the Authority has established the Statewide Community Infrastructure Program ("SCIP") to allow the financing of certain public capital improvements to be constructed by or on behalf of property owners for acquisition by the City or another public agency (the "Improvements") and improvements eligible for funding from certain development impact fees, capacity fees and/or other development related charges (the "Fees") levied in accordance with the Mitigation Fee Act (California Government Code Sections 66000 and following) and other authority providing for the levy of fees on new development to pay for public capital improvements (collectively, the "Fee Act") through the levy of special assessments pursuant to the Municipal Improvement Act of 1913 (Streets and Highways Code Sections 10000 and following) (the "1913 Act") and the issuance of improvement bonds (the "Improvement Bonds") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the "1915 Act") upon the security of the unpaid special assessments; and

WHEREAS, the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 (beginning with Section 53311) of the Government Code of the State (the “Mello-Roos Act”) is an applicable provision of State law available to, among other things, finance public improvements and public services (“Services”) necessary to meet increased demands placed upon local agencies as a result of development; and

WHEREAS, the Authority also uses SCIP to allow the financing of Fees and Improvements through the levy of special taxes and the issuance of special tax bonds (the “Special Tax Bonds” and, together with the Improvement Bonds, the “Local Obligations”) under the Mello-Roos Act upon the security of the special taxes and to allow the financing of Services through the levy of special taxes under the Mello Roos Act; and

WHEREAS, the City desires to allow the owners of property being developed within its jurisdiction (“Participating Developers”) to participate in SCIP and to allow the Authority to conduct proceedings and to form community facilities districts (“CFDs”) and to issue Local Obligations under the Mello-Roos Act, as well as to conduct assessment proceedings to form assessment districts (“Assessment Districts”) under the 1913 Act and to issue Local Obligations under the 1915 Act, to finance Fees levied on such properties and Improvements, provided that such Participating Developers voluntarily agree to participate and consent to the levy of the assessments or special taxes, as applicable; and

WHEREAS, the City desires to allow the Participating Developers to participate in SCIP and to allow the Authority to conduct proceedings and to form CFDs to levy special taxes to finance Services, provided that such Participating Developers voluntarily agree to participate and consent to the levy of such special taxes and that such CFDs are not pooled together with projects in other jurisdictions; and

WHEREAS, from time to time when eligible property owners within the jurisdiction of the City elect to be Participating Developers, the Authority will conduct proceedings under the 1913 Act and the Mello-Roos Act and issue Local Obligations under the 1915 Act and the Mello-Roos Act to finance Fees and Improvements and, at the conclusion of such proceedings, will levy assessments or special taxes, as applicable on such property within the territory of the City; and

WHEREAS, both the Authority and the City are “local agencies” under the Mello-Roos Act; and

WHEREAS, the Mello-Roos Act permits two or more local agencies to enter into a joint community facilities agreement to exercise any power authorized by the Mello-Roos Act; and

WHEREAS, the City desires to enter into such an agreement with the Authority to authorize the Authority to form CFDs from time to time within the territorial limits of the City to finance Fees, Improvements and Services necessitated by new development; and

WHEREAS, the City has previously presented Resolution No. 11-28 of the City Council of the City of Clovis, authorizing the City to join the Statewide Community Infrastructure Program; authorizing the California Statewide Communities Development Authority to accept applications from property owners, conduct special assessment proceedings and levy assessments within the territory of the City of Clovis; and authorizing related actions (the “Original Resolution”), and such Original Resolution was adopted on March 21, 2011; and

WHEREAS, the City now wishes to amend and restate the Original Resolution; and

WHEREAS, there has been presented to this meeting a proposed form of Resolution of Intention to be adopted by the Authority in connection with assessment proceedings (the “ROI”), a copy of which is attached hereto as **Exhibit A**, and the territory within which assessments may be levied for SCIP (provided that each Participating Developer consents to such assessment) shall be coterminous with the City’s official boundaries of record at the time of adoption of such ROI, and reference is hereby made to such boundaries for the plat or map required to be included in this Amended and Restated Resolution pursuant to Section 10104 of the Streets and Highways Code; and

WHEREAS, there has also been presented to this meeting a proposed form of Acquisition Agreement (the “Acquisition Agreement”), a copy of which is attached hereto as **Exhibit B**, to be approved as to form for use with respect to any Improvements to be constructed and installed by a Participating Developer and for which the Participating Developer requests acquisition financing as part of its SCIP application; and

WHEREAS, the City will not be responsible for the conduct of any proceedings; the levy or collection of assessments or special taxes or any required remedial action in the case of delinquencies in such assessment or special tax payments; or the issuance, sale or administration of the Local Obligations or any other bonds issued in connection with SCIP; and

WHEREAS, the Authority periodically issues Local Obligations on behalf of the local agency participants in SCIP to provide financing for the Fees and Improvements; and

WHEREAS, where the Authority determines a project is eligible for a SCIP pooled issuance, the Authority issues revenue bonds pursuant to the Marks-Roos Local Bond Pooling Act of 1985, consisting of Article 4 (commencing with Section 6584) of Chapter 5, Division 7, Title 1 of the California Government Code (the “Marks-Roos Act”) concurrently with the issuance of Local Obligations, the proceeds of which are used to purchase the Local Obligations; and

WHEREAS, pursuant to Government Code Section 6586.5, notice was published at least five days prior to the adoption of this Amended and Restated Resolution at a public hearing, which was duly conducted by this City Council concerning the significant

public benefits of SCIP and the financing of the Improvements and the public capital improvements to be paid for with the proceeds of the Fees;

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

Section 1. This Amended and Restated Resolution shall constitute full “local approval,” under Section 9 of the Joint Powers Agreement, for the issuance of bonds by the Authority in accordance herewith.

Section 2. City hereby consents to the conduct of proceedings by the Authority under the Mello Roos Act to form CFDs with boundaries that shall be coterminous with the City’s official boundaries of record at the time of such proceedings or any portion thereof (the “Proposed Boundaries”), and to authorize a special tax and to issue bonds with respect thereto; provided that the Participating Developers, who shall be the legal owners of such property at the time of formation of the CFD, execute a written consent to the levy of special tax in connection with SCIP by the Authority and execute a ballot in favor of the formation of such CFD and the Mello-Roos Act.

Section 3. The City hereby consents to the conduct of special assessment proceedings by the Authority in connection with SCIP pursuant to the 1913 Act and the issuance of Local Obligations under the 1915 Act on any property within the Proposed Boundaries; provided, that:

(1) Such proceedings are conducted pursuant to one or more Resolutions of Intention in substantially the form of the ROI; and

(2) The Participating Developers, who shall be the legal owners of such property at the time of the formation of the Assessment District, execute a written consent to the levy of assessments in connection with SCIP by the Authority and execute an assessment ballot in favor of such assessment in compliance with the requirements of Section 4 of Article XIID of the State Constitution.

Section 4. This Amended and Restated Resolution sets forth the terms of a “joint community facilities agreement” (as defined in Section 53316.2 of the Mello Roos Act) between the City and the Authority. Adoption by the Commission of the Authority of each Resolution of Intention to form a CFD under the Mello-Roos Act to finance City Improvements, City Fees or City Services shall constitute acceptance of the terms hereof by the Authority with respect to such CFD. This Amended and Restated Resolution and the Authority’s Resolution of Intention for the respective CFDs shall together embody a separate and independent joint community facilities agreement, or a joint agreement to fund services, for each CFD formed by the Authority (the “Joint Agreement”).

Section 5. The City Council hereby finds and determines that this Amended and Restated Resolution and the Joint Agreement are beneficial to the residents/customers of the City and are in the best interests of the residents of the City, and of the future residents of the area within the proposed CFDs and Assessment Districts. The City hereby finds and declares that the issuance of revenue bonds by the Authority to

purchase Local Obligations in connection with SCIP will provide significant public benefits, including without limitation, savings in effective interest rate, bond preparation, bond underwriting and bond issuance costs, and the more efficient delivery of local agency services to residential and commercial development within the City.

Section 6. The Authority has adopted Local Goals and Policies as required by Section 53312.7 of the Mello-Roos Act. The City approves the use of those Local Goals and Policies in connection with the formation of CFDs. The City hereby agrees that the Authority may act in lieu of the City under those Local Goals and Policies in forming and administering the CFDs.

Section 7. The Authority has prepared and will update from time to time the “SCIP Manual of Procedures” (the “Manual”), and the City will handle Fee revenues and funds for Improvements for properties participating in SCIP in accordance with the procedures set forth in the Manual.

Section 8. Pursuant to the Mello-Roos Act and this Amended and Restated Resolution, the Authority may conduct proceedings under the Mello-Roos Act to form the CFDs and to have such CFDs authorize the financing of (i) any or all of the facilities and Fees set forth on Exhibit C, attached hereto and (ii) any or all the Services set forth on Exhibit D, attached hereto. All of the facilities, whether to be financed directly or through Fees, shall be facilities that have an expected useful life of five years or longer and are facilities that the City or other local public agencies, as the case may be, are authorized by law to construct, own or operate, or to which they may contribute revenue. The appropriate officials and staff of the City are hereby authorized and directed to cooperate with the Authority and the Authority’s special tax consultant and other consultants to calculate the appropriate level of the special tax to fund the Services for each CFD in connection with initial formation and in connection with the annual levy. Exhibit C and Exhibit D may be modified from time to time by written agreement between an authorized representative of the Authority and of the City. The facilities are referred to herein as the “Improvements,” and the Improvements to be owned by the City are referred to as the “City Improvements.” The Fees paid or to be paid to the City are referred to as the “City Fees”. The Services funded are referred to as the “City Services”. The financing of the City Services shall only be authorized for stand-alone development projects and Local Obligations may not be issued to fund Services.

Section 9. For Improvements, Fees or Services to be owned, used or provided by another local agency (a “Third Party Local Agency”), the Authority will separately identify them in its proceedings and will enter into a joint community facilities agreement with such Third Party Local Agency as required by the Mello-Roos Act. Each joint community facilities agreement with each Third Party Local Agency will contain a provision that the Third Party Local Agency will provide indemnification to the City to the same extent that the City provides indemnification to the Third Party Local Agency under the terms of this Amended and Restated Resolution.

Section 10. The City acknowledges that Improvements and Fees will be funded through a CFD only if they are necessary to meet increased demands placed upon the

City as a result of development occurring or expected to occur within the proposed CFD and Services will be funded through a CFD only if they are in addition to those provided in the territory of the CFD before the CFD was created and will not supplant existing services. In connection with the formation of each CFD, as may be required by the Authority's procedures, the City shall certify that such requirements are satisfied in form and substance satisfactory to the Authority.

Section 11. The Authority shall promptly transfer special tax collections for City Services, after payment of its own reasonable administrative costs incurred in the administration of the CFDs, to the City. The Authority will apply the other special tax collections initially as required by the documents under which any Local Obligations are issued; and thereafter, to the extent not provided in the Local Obligations documents, may pay its own reasonable administrative costs. The Authority will remit any special tax revenues from any particular CFD remaining after the final retirement of all related Local Obligations to the City and to the other local agencies in the proportions specified in the Authority's proceedings. The City will apply any such special tax revenues it receives for authorized City Improvements, City Fees and/or City Services, as applicable, and its own administrative costs only as permitted by respective CFD proceedings and by the Mello-Roos Act. The joint community facilities agreements with each Third Party Local Agency must require the Third Party Local Agency to apply the special tax revenues they receive for their authorized Improvements, Fees and/or Services under the CFDs and for their own related administrative costs only as permitted by the Mello-Roos Act.

Section 12. The Authority will administer the CFDs, including employing and paying all consultants, annually levying the special tax and all aspects of paying and administering the Local Obligations, and complying with all State and Federal requirements appertaining to the proceedings, including the requirements of the United States Internal Revenue Code. The City will cooperate fully with the Authority in respect of the requirements of the Internal Revenue Code and to the extent information is required of the City to enable the Authority to perform its disclosure and continuing disclosure obligations with respect to the Local Obligations and any revenue bonds, although the City will not participate in nor be considered to be a participant in the proceedings respecting the CFDs (other than as a party to the agreement embodied by this Amended and Restated Resolution) nor will the City be or be considered to be an issuer of the Local Obligations nor any revenue bonds. The Authority is required to obtain a provision equivalent to this paragraph in all joint community facilities agreements with each Third Party Local Agency.

Section 13. In the event the Authority completes issuance and sale of Local Obligations, and Local Obligation proceeds become available to finance the Improvements, the Authority shall establish and maintain a special fund for each development project (the "Acquisition and Construction Fund"). The portion of Local Obligation proceeds which is intended to be utilized to finance the Improvements and Fees shall be deposited in the Acquisition and Construction Fund. The Acquisition and Construction Fund will be available both for City Improvements and City Fees and for the Improvements and Fees pertaining to each Third Party Local Agency. Subaccounts shall be created as necessary.

Section 14. As respects the Authority and each Third Party Local Agency, the City agrees to fully administer, and to take full governmental responsibility for, the construction or acquisition of the City Improvements and for the administration and expenditure of the City Fees, as applicable, including but not limited to environmental review, approval of plans and specifications, bid requirements, performance and payment bond requirements, insurance requirements, contract and construction administration, staking, inspection, acquisition of necessary property interests in real or personal property, the holding back and administration of retention payments, punch list administration, and the Authority and each Third Party Local Agency shall have no responsibility in that regard. The City reserves the right, as respects each Participating Developer, to require the Participating Developer to contract with the City to assume any portion or all of this responsibility. The Authority is required to obtain provisions equivalent to this paragraph in the joint community facilities agreement with each Third Party Local Agency.

Section 15. The City agrees to indemnify and to hold the Authority, its other members, and its other members' officers, agents and employees, and each Third Party Local Agency and their officers, agents and employees (collectively, the "Indemnified Parties") harmless from any and all claims, suits and damages (including costs and reasonable attorneys' fees) arising out of the design, engineering, construction and installation of the City Improvements and the improvements to be financed or acquired with the City Fees. The City reserves the right, as respects each Participating Developer, to require the Participating Developer to assume by contract with the City any portion or all of this responsibility. The Authority is required to obtain a provision equivalent to this paragraph in all joint community facilities agreements with each Third Party Local Agency naming the City and its officers, agents and employees as Indemnified Parties with respect to each Third Party Local Agency's respective Improvements and the improvements to be constructed or acquired with each Third Party Local Agency's Fees.

Section 16. As respects the Authority and each Third Party Local Agency, the City agrees – once the City Improvements are constructed according to the approved plans and specifications, and the City and the Participating Developer have put in place their agreed arrangements for the funding of maintenance of the City Improvements – to accept ownership of the City Improvements, to take maintenance responsibility for the City Improvements, and to indemnify and hold harmless the Indemnified Parties to the extent provided in the preceding paragraph from any and all claims, etc., arising out of the use and maintenance of the City Improvements. The City reserves the right, as respects the Participating Developer, to require the Participating Developer by contract with the City to assume any portion or all of this responsibility. The Authority is required to obtain a provision equivalent to this paragraph in all joint community facilities agreements with each Third Party Local Agency naming the City and its officers, agents and employees as Indemnified Parties.

Section 17. The City acknowledges the requirement of the Mello-Roos Act that if the City Improvements are not completed prior to the adoption by the Commission of the Authority of the Resolution of Formation of the CFD for each respective development project, the City Improvements must be constructed as if they had been constructed under

the direction and supervision, or under the authority of, the City. The City acknowledges that this means all City Improvements must be constructed under contracts that require the payment of prevailing wages as required by Section 1720 and following of the Labor Code of the State of California. The Authority makes no representation that this requirement is the only applicable legal requirement in this regard. The City reserves the right, as respects the Participating Developer, to assign appropriate responsibility for compliance with this paragraph to the Participating Developer.

Section 18. The form of the Acquisition Agreement attached hereto as Exhibit B is hereby approved, and the City Manager or such officer's designee (each, an "Authorized Officer") is authorized to execute, and deliver to the Participating Developer, the Acquisition Agreement on behalf of the City in substantially that form, with such changes as shall be approved by the Authorized Officer after consultation with the City Attorney and the Authority's bond counsel, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 19. After completion of the City Improvements and appropriate arrangements for the maintenance of the City Improvements, or any discrete portion thereof as provided in Section 53313.51 of the Mello-Roos Act and in the Acquisition Agreement, to the satisfaction of the City, and in conjunction with the City's acceptance thereof, acquisition of the City Improvements shall be undertaken as provided in the Acquisition Agreement.

Section 20. The City hereby consents to the formation of the CFDs in accordance with this Amended and Restated Resolution and consents to the assumption of jurisdiction by the Authority for the proceedings respecting the CFDs with the understanding that the Authority will hereafter take each and every step required for or suitable for consummation of the proceedings, the levy, collection and enforcement of the special tax, and the issuance, sale, delivery and administration of the Local Obligations, all at no cost to the City and without binding or obligating the City's general fund or taxing authority.

Section 21. The terms of the Agreement embodied by this Amended and Restated Resolution may be amended by a writing duly authorized, executed and delivered by the City and the Authority, except that no amendment may be made after the issuance of the Local Obligations by the Authority that would be detrimental to the interests of the bondholders without complying with all of the bondholder consent provisions for the amendment of the bond resolutions, bond indentures or like instruments governing the issuance, delivery and administration of all outstanding Local Obligations.

Section 22. Except to the extent of the indemnifications extended to each Third Party Local Agency in the Agreement embodied by this Amended and Restated Resolution, and the City's agreement to take responsibility for and ownership of the City Improvements, no person or entity, including the Participating Developer, shall be deemed to be a third party beneficiary of this Amended and Restated Resolution, and nothing in this Amended and Restated Resolution (either express or implied) is intended to confer upon any person or entity other than the Authority and the City (and their

respective successors and assigns) any rights, remedies, obligations or liabilities under or by reason of this Amended and Restated Resolution.

Section 23. The City shall be identified as a third-party beneficiary of all joint community facilities agreements between the Authority and each Third Party Local Agency to the extent of the indemnification provisions and the provisions whereby each Third Party Local Agency agrees to take responsibility for and ownership of their Improvements.

Section 24. The appropriate officials and staff of the City are hereby authorized and directed to make SCIP applications available to all property owners who are subject to Fees for new development within the City and/or who are conditioned to install Improvements and/or whose plans for new development within the City necessitate new or increased levels of Services and to inform such owners of their option to participate in SCIP; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The City shall designate appropriate staff who shall be responsible for coordination with the Authority, and shall provide the appropriate contact information to the Authority from time to time.

Section 25. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such closing certificates, requisitions, agreements and related documents, including but not limited to such documents as may be required by bond counsel in connection with the participation in SCIP of any districts, authorities or other third-party entities entitled to own Improvements and/or to levy and collect Fees on new development to pay for public capital improvements within the jurisdiction of the City, as are reasonably required by the Authority in accordance with the Manual to implement SCIP and to evidence compliance with the requirements of federal and state law in connection with the issuance by the Authority of the Local Obligations and any other bonds for SCIP.

Section 26. This Amended and Restated Resolution shall take effect immediately upon its adoption. The City Clerk of the City of Clovis is hereby authorized and directed to transmit a certified copy of this Amended and Restated Resolution to the Secretary of the Authority. This Amended and Restated Resolution shall remain in force with respect to any Assessment District and CFD formed until all Local Obligations have been retired and the authority to levy the special tax conferred by any CFD proceedings and to levy the assessment conferred by any assessment proceedings has ended or is otherwise terminated. The Original Resolution shall remain in force with respect to any SCIP application approved by the City and any Assessment District formed pursuant to its authority until all Local Obligations have been retired and the authority to levy the assessment conferred by any assessment proceedings carried out pursuant to the Original Resolution has ended or is otherwise terminated.

* * * * *

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

AYES:

NOES:

ABSENT:

ABSTAIN

DATED:

Mayor

City Clerk

EXHIBIT A TO THE RESOLUTION**FORM OF RESOLUTION OF INTENTION
TO BE ADOPTED BY CSCDA**

For Assessment Districts Only

RESOLUTION NO. __SCIP-

RESOLUTION OF INTENTION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO FINANCE CAPITAL IMPROVEMENTS AND/OR THE PAYMENT OF DEVELOPMENT RELATED FEES FOR PUBLIC CAPITAL IMPROVEMENTS IN THE PROPOSED STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM ASSESSMENT DISTRICT NO. __ ([NAME OF PROJECT]) [CITY OF _____], [COUNTY OF _____], APPROVING A PROPOSED BOUNDARY MAP, MAKING CERTAIN DECLARATIONS, FINDINGS AND DETERMINATIONS CONCERNING RELATED MATTERS, AND AUTHORIZING RELATED ACTIONS IN CONNECTION THEREWITH

WHEREAS, under the authority of the Municipal Improvement Act of 1913 (the "1913 Act"), being Division 12 (commencing with Sections 10000 and following) of the California Streets and Highways Code (the "Code"), the Commission (the "Commission") of the California Statewide Communities Development Authority (the "Authority") intends to finance, through its Statewide Community Infrastructure Program, the payment of certain development impact fees, capacity fees and/or other development related charges for public improvements (the "Improvement Fees") and/or to finance certain public capital improvements to be constructed by or on behalf of the property owner(s) and to be acquired by the [City/County of __] or another local agency (the "Improvements") as described in Exhibit A attached hereto and by this reference incorporated herein, all of which are of benefit to the property within the proposed Statewide Community Infrastructure Program Assessment District No. __ (*[name of project]*) [City of _____], [County of _____] (the "Assessment District");

WHEREAS, the Commission finds that the land specially benefited by the Improvements and/or the Improvement Fees is shown within the boundaries of the map entitled "Proposed Boundaries of California Statewide Communities Development Authority Statewide Community Infrastructure Program Assessment District No. __ (*[name of project]*) [City of _____], [County of _____], State of California," a copy of which map is on file with the Secretary and presented to this Commission meeting, and determines that the land within the exterior boundaries shown on the map shall be designated "Statewide Community Infrastructure Program Assessment District No. __ (*[name of project]*) [City of _____], [County of _____], State of California";

WHEREAS, the [City/County of __] is a member of the Authority and has approved the adoption on its behalf of this Resolution of Intention and has consented to the levy of the assessments in the Assessment District.

NOW, THEREFORE, BE IT RESOLVED that the Commission of the California Statewide Communities Development Authority hereby finds, determines and resolves as follows:

Section 1. The above recitals are true and correct.

Section 2. Pursuant to Section 2961 of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (the "1931 Act"), being Division 4 (commencing with Section 2800) of the Code, the Commission hereby declares its intent to comply with the requirements of the 1931 Act by complying with Part 7.5 thereof.

Section 3. The Commission has designated a registered, professional engineer as Engineer of Work for this project, and hereby directs said firm to prepare the report containing the matters required by Sections 2961(b) and 10204 of the Code, as supplemented by Section 4 of Article XIID of the California Constitution.

Section 4. The proposed boundary map of the Assessment District is hereby approved and adopted. Pursuant to Section 3111 of the Code, the Secretary of the Authority is directed to file a copy of the map in the office of the County Recorder of the [County of _____] within fifteen (15) days of the adoption of this resolution.

Section 5. The Commission determines that the cost of financing the Improvements and/or the payment of the Improvement Fees shall be specially assessed against the lots, pieces or parcels of land within the Assessment District benefiting from the financing of the Improvements and/or the payment of the Improvement Fees. The Commission intends to levy a special assessment upon such lots, pieces or parcels in accordance with the special benefit to be received by each such lot, piece or parcel of land, respectively, from the financing of the Improvements and/or the payment of the Improvement Fees.

Section 6. The Commission intends, pursuant to subparagraph (f) of Section 10204 of the Code, to provide for an annual assessment upon each of the parcels of land in the proposed Assessment District to pay various costs and expenses incurred from time to time by the Authority and not otherwise reimbursed to the Authority which result from the administration and collection of assessment installments or from the administration or registration of the improvement bonds and the various funds and accounts pertaining thereto.

Section 7. Bonds representing unpaid assessments, and bearing interest at a rate not to exceed twelve percent (12%) per annum, will be issued in the manner provided by the Improvement Bond Act of 1915 (Division 10 of the Code), and the last installment of the bonds shall mature not to exceed twenty-nine (29) years from the second day of September next succeeding twelve (12) months from their date.

Section 8. The procedure for the collection of assessments and advance retirement of bonds under the Improvement Bond Act of 1915 shall be as provided in Part 11.1 thereof.

Section 9. Neither the Authority nor any member agency thereof will obligate itself to advance available funds from its or their own funds or otherwise to cure any deficiency which may occur in the bond redemption fund. A determination not to obligate itself shall not prevent the Authority or any such member agency from, in its sole discretion, so advancing funds.

Section 10. The amount of any surplus remaining in the improvement fund after acquisition of the Improvements and/or payment of Improvement Fees and all other claims shall be distributed in accordance with the provisions of Section 10427.1 of the Code.

Section 11. To the extent any Improvement Fees are paid to the Authority in cash with respect to property within the proposed Assessment District prior to the date of issuance of the bonds, the amounts so paid shall be reimbursed from the proceeds of the bonds to the property owner or developer that made the payment.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this ____ day of _____, 20__.

I, the undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of the Authority at a duly called meeting of the Commission of the Authority held in accordance with law on _____, 20__.

By _____
 Authorized Signatory
 California Statewide
 Communities
 Development Authority

EXHIBIT A TO THE RESOLUTION OF INTENTION

DESCRIPTION OF WORK

The payment of development impact fees, capacity fees and/or other development related charges levied within the Assessment District and/or public capital improvements to be acquired and owned by the [City/County of ___] or another local agency upon or for the benefit of parcels within the Assessment District, for the project known as [Project Name], which are authorized to be financed pursuant to the Municipal Improvement Act of 1913 and as to which the owners of the applicable parcels within the Assessment District have applied for participation in SCIP, as more particularly described below.

PAYMENT OF IMPACT FEES, CAPACITY FEES AND/OR OTHER
DEVELOPMENT RELATED CHARGES

CAPITAL IMPROVEMENTS*

**Capital improvements includes funding for incidental costs associated with the capital improvements, including but not limited to, contingency, design, engineering, and construction management*

[End of Form of Resolution of Intention]

EXHIBIT B TO THE RESOLUTION
FORM OF ACQUISITION AGREEMENT

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM

ACQUISITION AGREEMENT

BY AND BETWEEN

CITY OF CLOVIS

AND

[DEVELOPER]

Dated as of _____, 20__

ACQUISITION AGREEMENT

Recitals

A. The parties to this Acquisition Agreement (the “Agreement”) are the CITY OF CLOVIS, (the “Local Agency”), and [DEVELOPER], a [indicate type of legal entity] (the “Developer”).

B. The effective date of this Agreement is _____, 20__.

C. The Developer has applied for the financing of, among other things, certain public capital improvements to be owned by the Local Agency (collectively, the “Acquisition Improvements”) through the California Statewide Communities Development Authority (the “Authority”) and its Statewide Community Infrastructure Program (“SCIP”). [For CFDS:][The Acquisition Improvements are to be owned and operated by the Local Agency, and the financing is to be accomplished through a community facilities district which will be administered by the Authority under and pursuant to the Mello-Roos Community Facilities Act of 1982 – California Government Code Sections 53311 and following (the “Act”). On [____], 20[], the Local Agency entered into a Joint Community Facilities Agreement authorizing the Authority to form a community facilities district (the “District”) within the territorial limits of the Local Agency to finance, among other things, the Acquisition Improvements. On [____], 20[], the Authority formed the District and, on the same date, a landowner election was conducted in which all of the votes were cast unanimously in favor of conferring the District authority on the Authority Commission.] [For Assessment Districts:][The Acquisition Improvements are to be owned and operated by the Local Agency, and the financing is to be accomplished through an assessment district (the “District”) which will be administered by the Authority under and pursuant to Municipal Improvement Act of 1913 (Streets and Highways Code Sections 10000 and following) (the “1913 Act”) and the issuance of improvement bonds (the “Local Obligations”) under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the “1915 Act” and, together with the “1913 Act” the “Act”).]

D. The administration, payment and reimbursement of the capital facilities fees is agreed to be governed by the provisions of the SCIP Manual of Procedures as it may be amended from time to time. The administration, payment and reimbursement of the Acquisition Improvements shall be as provided herein.

E. Under SCIP, the Authority intends to levy [assessments] [special taxes] and issue bonds, in one or more series, to fund, among other things, all or a portion of the costs of the Acquisition Improvements. The portion of the proceeds of the [special taxes and] bonds allocable to the cost of the Acquisition Improvements, together with interest earned thereon, is referred to herein as the “Available Amount”.

F. The Authority will provide financing for the acquisition by the Local Agency of the Acquisition Improvements and the payment of the Acquisition Price (as defined herein) of the Acquisition Improvements from the Available Amount. Attached hereto as

Exhibit A is a description of the Acquisition Improvements, which includes authorized discrete and usable portions, if any, of the public capital improvements, [pursuant to Section 53313.51 of the Act,] to be acquired from the Developer.

G. The parties anticipate that, upon completion of the Acquisition Improvements and subject to the terms and conditions of this Agreement, the Local Agency will acquire such completed Acquisition Improvements with the Available Amount.

H. Any and all monetary obligations of the Local Agency arising out of this Agreement are the special and limited obligations of the Local Agency payable only from the Available Amount, and no other funds whatsoever of the Local Agency shall be obligated therefor.

I. Attached to this Agreement are Exhibit A (*Acquisition Improvements and the Eligible Portions thereof*) and Exhibit B (*Form of Requisition*), which are incorporated into this Agreement for all purposes.

In consideration of Recitals A through I, inclusive, and the mutual covenants, undertakings and obligations set forth below, the Local Agency and the Developer agree as stated below.

Agreement

ARTICLE I

DEFINITIONS; DISTRICT FORMATION AND FINANCING PLAN

Section 1.01. Definitions. As used herein, the following capitalized terms shall have the meanings ascribed to them below:

“Acceptable Title” means free and clear of all monetary liens, encumbrances, assessments, whether any such item is recorded or unrecorded, and taxes, except those items which are reasonably determined by the Local Agency Engineer not to interfere with the intended use and therefore are not required to be cleared from the title.

“Acquisition and Construction Fund” means the “City of Clovis Acquisition and Construction Fund” established by the Authority pursuant to Section 1.03 hereof for the purpose of paying the Acquisition Price of the Acquisition Improvements and which fund may be held as a subaccount within a fund established under the Authority Trust Agreement and may be commingled with acquisition and construction fund monies available for other public capital improvements.

“Acquisition Improvement” shall have the meaning assigned to such term in the recitals and are further described in Exhibit A.

“Acquisition Price” means the total amount eligible to be paid to the Developer

upon acquisition of an Acquisition Improvement as provided in Section 2.03 not to exceed the Actual Cost of the Acquisition Improvement.

“Act” has the meaning ascribed thereto in Recital C.

“Actual Cost” means the total cost of an Acquisition Improvement, as documented by the Developer to the satisfaction of the Local Agency and as certified by the Local Agency Engineer in an Actual Cost Certificate including, without limitation, (a) the Developer’s cost of constructing such Acquisition Improvement including grading, labor, material and equipment costs, (b) the Developer’s cost of designing and engineering the Acquisition Improvement, preparing the plans and specifications and bid documents for such Acquisition Improvement, and the costs of inspection, materials testing and construction staking for such Acquisition Improvement, (c) the Developer’s cost of any performance, payment and maintenance bonds and insurance, including title insurance, required hereby for such Acquisition Improvement, (d) the Developer’s cost of any real property or interest therein that is either necessary for the construction of such Acquisition Improvement (e.g., temporary construction easements, haul roads, etc.), or is required to be conveyed with such Acquisition Improvement in order to convey Acceptable Title thereto to the Local Agency or its designee, (e) the Developer’s cost of environmental evaluation or mitigation required for such Acquisition Improvement, (f) the amount of any fees actually paid by the Developer to governmental agencies in order to obtain permits, licenses or other necessary governmental approvals and reviews for such Acquisition Improvement, (g) the Developer’s cost for construction and project management, administration and supervision services for such Acquisition Improvement, (h) the Developer’s cost for professional services related to such Acquisition Improvement, including engineering, accounting, legal, financial, appraisal and similar professional services, and (i) the costs of construction financing incurred by the Developer with respect to such Acquisition Improvement.

“Actual Cost Certificate” means a certificate prepared by the Developer detailing the Actual Cost of an Acquisition Improvement, or an Eligible Portion thereof, to be acquired hereunder, as may be revised by the Local Agency Engineer pursuant to Section 2.03.

“Agreement” means this Acquisition Agreement, dated as of [____], 20[].

“Authority” means the California Statewide Communities Development Authority.

“Authority Trust Agreement” means a Trust Agreement entered into by the Authority and an Authority Trustee in connection with the issuance of bonds.

“Authority Trustee” means the financial institution identified as trustee in an Authority Trust Agreement.

“Available Amount” shall have the meaning assigned to the term in Recital E.

“Bonds” means bonds or other indebtedness issued by the Authority as tax-exempt

or taxable bonds or other indebtedness, in one or more series, that is to be repaid by the District.

“Code” means the Streets and Highways Code or the Government Code of the State of California, as applicable.

“Developer” means [*Developer*], its successors and assigns.

“Disbursement Request Form” means a requisition for payment of funds from the Acquisition and Construction Fund for an Acquisition Improvement, or an Eligible Portion thereof in substantially the form contained in Exhibit B hereto.

“District” shall have the meaning assigned to the term in Recital C.

“Eligible Portion” shall have the meaning ascribed to it in Section 2.03 below.

“Installment Payment” means an amount equal to ninety percent (90%) of the Actual Cost of an Eligible Portion.

“Local Agency” means the City of Clovis.

“Local Agency Engineer” means the Engineer of the Local Agency or his/her designee who will be responsible for administering the acquisition of the Acquisition Improvements hereunder.

“Project” means the Developer’s development of the property in the District, including the design and construction of the Acquisition Improvements and the other public and private improvements to be constructed by the Developer within the District.

[“Special Taxes” means annual special taxes, and prepayments thereof, authorized by the District to be levied by the Commission of the Authority.]

“Title Documents” means, for each Acquisition Improvement acquired hereunder, a grant deed or similar instrument necessary to transfer title to any real property or interests therein (including easements), or an irrevocable offer of dedication of such real property with interests therein necessary to the operation, maintenance, rehabilitation and improvement by the Local Agency of the Acquisition Improvement (including, if necessary, easements for ingress and egress) and a bill of sale or similar instrument evidencing transfer of title to the Acquisition Improvement (other than said real property interests) to the Local Agency, where applicable.

Section 1.02. Participation in SCIP. The Local Agency has adopted a resolution authorizing the Authority to accept applications from time to time of developers within the Local Agency’s jurisdictional boundaries. Developer has applied for financing through SCIP of the Acquisition Improvements, and such application has been approved by the Local Agency. [*For CFDs:*][The terms of a joint community facilities agreement identifying the Acquisition Improvements and the terms and conditions for the District were embodied within the Local Agency Resolution and were accepted by the Authority

with respect to the District.] Developer and Local Agency agree that until and unless such financing is completed by the Authority and the Available Amount is deposited in the Acquisition and Construction Fund (as defined in Section 1.03 below), neither the Developer nor the Local Agency shall have any obligations under this Agreement. Developer agrees to cooperate with the Local Agency and the Authority in the completion of SCIP financing for the Acquisition Improvements.

Section 1.03. Deposit and Use of Available Amount.

(a) Upon completion of the SCIP financing, the Available Amount will be deposited by the Authority in the Acquisition and Construction Fund.

(b) The Authority will cause the Authority Trustee to establish and maintain an account (the "Acquisition and Construction Fund") for the purpose of holding all funds for the Acquisition Improvements. All earnings on amounts in the Acquisition and Construction Fund shall remain in the Acquisition and Construction Fund for use as provided herein and pursuant to the Authority Trust Agreement. Money in the Acquisition and Construction Fund shall be available to respond to delivery of a Disbursement Request Form and to be paid to the Developer or its designee to pay the Acquisition Price of the Acquisition Improvements, as specified in Article II hereof. Upon completion of all of the Acquisition Improvements and the payment of all costs thereof, any remaining funds in the Acquisition and Construction Fund (less any amount determined by the Local Agency as necessary to reserve for claims against the account) (i) shall be applied to pay the costs of any additional Acquisition Improvements eligible for acquisition with respect to the Project as approved by the Authority and, to the extent not so used, (ii) shall be applied by the Authority [to call Bonds or to reduce Special Taxes as the Authority shall determine][as provided in Section 10427.1 of the Code to pay a portion of the assessments levied on the Project property in the District].

Section 1.04. No Local Agency Liability; Local Agency Discretion; No Effect on Other Agreements. In no event shall any actual or alleged act by the Local Agency or any actual or alleged omission or failure to act by the Local Agency with respect to SCIP subject the Local Agency to monetary liability therefor. Further, nothing in this Agreement shall be construed as affecting the Developer's or the Local Agency's duty to perform their respective obligations under any other agreements, public improvement standards, land use regulations or subdivision requirements related to the Project, which obligations are and shall remain independent of the Developer's and the Local Agency's rights and obligations under this Agreement.

ARTICLE II

DESIGN, CONSTRUCTION AND ACQUISITION OF ACQUISITION IMPROVEMENTS

Section 2.01. Letting and Administering Design Contracts. The parties presently anticipate that the Developer has awarded and administered or will award and administer engineering design contracts for the Acquisition Improvements to be acquired

from Developer. All eligible expenditures of the Developer for design engineering and related costs in connection with the Acquisition Improvements (whether as an advance to the Local Agency or directly to the design consultant) shall be reimbursed at the time of acquisition of such Acquisition Improvements. The Developer shall be entitled to reimbursement for any design costs of the Acquisition Improvements only out of the Acquisition Price as provided in Section 2.03 and shall not be entitled to any payment for design costs independent of or prior to the acquisition of Acquisition Improvements.

Section 2.02. Letting and Administration of Construction Contracts; Indemnification. State law requires that all Acquisition Improvements not completed prior to the formation of the District shall be constructed as if they were constructed under the direction and supervision, or under the authority, of the Local Agency. In order to assure compliance with those provisions, except for any contracts entered into prior to the date hereof, Developer agrees to comply with any applicable requirements of the Local Agency with respect to the bidding and contracting for the construction of the Acquisition Improvements. The Developer agrees that all the contracts shall call for payment of prevailing wages as required by the Labor Code of the State of California. The Developer's indemnification obligation set forth in Section 3.01 of this Agreement shall also apply to any alleged failure to comply with the requirements of this Section, and/or applicable State laws regarding public contracting and prevailing wages.

Section 2.03. Sale of Acquisition Improvements. The Developer agrees to sell to the Local Agency each Acquisition Improvement to be constructed by Developer (including any rights-of-way or other easements necessary for the Acquisition Improvements, to the extent not already publicly owned), when the Acquisition Improvement has been constructed and is complete to the satisfaction of the Local Agency for an amount not to exceed the lesser of (i) the Available Amount or (ii) the Actual Cost of the Acquisition Improvement. Exhibit A, attached hereto and incorporated herein, contains a list of the Acquisition Improvements. Portions of an Acquisition Improvement eligible for Installment Payments prior to completion of the entire Acquisition Improvement are described as eligible, discrete and usable portions in Exhibit A (each, an "Eligible Portion"). At the time of completion of each Acquisition Improvement, or Eligible Portion thereof, the Developer shall deliver to the Local Agency Engineer a written request for acquisition, accompanied by an Actual Cost Certificate, and by executed Title Documents for the transfer of the Acquisition Improvement where necessary. In the event that the Local Agency Engineer finds that the supporting paperwork submitted by the Developer fails to demonstrate the required relationship between the subject Actual Cost and eligible work, the Local Agency Engineer shall advise the Developer that the determination of the Actual Cost (or the ineligible portion thereof) has been disallowed and shall request further documentation from the Developer. If the further documentation is still not adequate, the Local Agency Engineer may revise the Actual Cost Certificate to delete any disallowed items, and the determination shall be final and conclusive.

Certain soft costs for the Acquisition Improvements, such as civil engineering, may have been incurred pursuant to single contracts that include work relating also to the private portions of the Project. In those instances, the total costs under such contracts will be allocated to each Acquisition Improvement as approved by the Local Agency

Engineer. Where a specific contract has been awarded for design or engineering work relating solely to an Acquisition Improvement, one hundred percent (100%) of the costs under the contract will be allocated to that Acquisition Improvement. Amounts allocated to an Acquisition Improvement will be further allocated among the Eligible Portions of that Acquisition Improvement, if any, in the same proportion as the amount to be reimbursed for hard costs for each Eligible Portion bears to the amount to be reimbursed for hard costs for the entire Acquisition Improvement. Costs will be allocated to each Acquisition Improvement as approved by the Local Agency Engineer. The costs of certain environmental mitigation required to mitigate impacts of the public and private portions of the Project will be allocated to each Acquisition Improvement as approved by the Local Agency Engineer.

In the event that the Actual Cost is in excess of the Available Amount, the Local Agency shall withdraw the Available Amount from the Acquisition and Construction Fund and transfer said amount to the Developer. In the event that the Actual Cost is less than the Available Amount, the Local Agency shall withdraw an amount from the Acquisition and Construction Fund equal to the Actual Cost and shall transfer said amount to the Developer. Any amounts then remaining in the Acquisition and Construction Fund shall be applied as provided in Section 1.03.

In no event shall the Local Agency be required to pay the Developer more than the amount on deposit in the Acquisition and Construction Fund at the time such payment is requested.

Section 2.04. Conditions Precedent to Payment of Acquisition Price. Payment to the Developer or its designee of the Acquisition Price for an Acquisition Improvement from the Acquisition and Construction Fund shall in every case be conditioned first upon the determination of the Local Agency Engineer, pursuant to Section 2.03, that the Acquisition Improvement satisfies all Local Agency regulations and ordinances and is otherwise complete and ready for acceptance by the Local Agency, and shall be further conditioned upon satisfaction of the following additional conditions precedent:

(a) The Developer shall have provided the Local Agency with lien releases or other similar documentation satisfactory to the Local Agency Engineer as evidence that none of the property (including any rights-of-way or other easements necessary for the operation and maintenance of the Acquisition Improvement, to the extent not already publicly owned) comprising the Acquisition Improvement, and the property which is subject to the [assessments/Special Taxes] of the District, is not subject to any prospective mechanics lien claim respecting the Acquisition Improvements.

(b) All due and payable property taxes, and installments of [assessments/Special Taxes] shall be current on property owned by the Developer or under option to the Developer that is subject to the lien of the District.

(c) The Developer shall certify that it is not in default with respect to any loan secured by any interest in the Project.

(d) The Developer shall have provided the Local Agency with Title Documents needed to provide the Local Agency with title to the site, right-of-way, or easement upon which the subject Acquisition Improvements are situated. All such Title Documents shall be in a form acceptable to the Local Agency (or applicable governmental agency) and shall convey Acceptable Title. The Developer shall provide a policy of title insurance as of the date of transfer in a form acceptable to the Local Agency Engineer insuring the Local Agency as to the interests acquired in connection with the acquisition of any interest for which such a policy of title insurance is not required by another agreement between the Local Agency and the Developer. Each title insurance policy required hereunder shall be in the amount equal to or greater than the Acquisition Price.

Section 2.05. SCIP Requisition. Upon a determination by the Local Agency Engineer to pay the Acquisition Price of the Acquisition Improvements pursuant to Section 2.04, the Local Agency Engineer shall cause a SCIP Requisition to be submitted to the Program Administrator. The Program Administrator will review the SCIP Requisition and forward it with instructions to the Authority Trustee and the Authority Trustee shall make payment directly to the Developer of such amount pursuant to the Authority Trust Agreement. The Local Agency and the Developer acknowledge and agree that the Authority Trustee shall make payment strictly in accordance with the SCIP Requisition and shall not be required to determine whether or not the Acquisition Improvements have been completed or what the Actual Costs may be with respect to such Acquisition Improvements. The Authority Trustee shall be entitled to rely on the SCIP Requisition on its face without any further duty of investigation.

ARTICLE III

MISCELLANEOUS

Section 3.01. Indemnification and Hold Harmless. The Developer hereby assumes the defense of, and indemnifies and saves harmless the Local Agency, the Authority, and each of its respective officers, directors, employees and agents, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from or alleged to have resulted from the acts or omissions of the Developer or its agents and employees in the performance of this Agreement, or arising out of any contract for the design, engineering and construction of the Acquisition Improvements or arising out of any alleged misstatements of fact or alleged omission of a material fact made by the Developer, its officers, directors, employees or agents to the Authority's underwriter, financial advisor, appraiser, district engineer or bond counsel or regarding the Developer, its proposed developments, its property ownership and its contractual arrangements contained in the official statement relating to the SCIP financing (provided that the Developer shall have been furnished a copy of such official statement and shall not have objected thereto); and provided, further, that nothing in this Section 3.01 shall limit in any manner the Local Agency's rights against any of the Developer's architects, engineers, contractors or other consultants. Except as set forth in this Section 3.01, no provision of this Agreement shall in any way limit the extent of the responsibility of the Developer for payment of damages

resulting from the operations of the Developer, its agents and employees. Nothing in this Section 3.01 shall be understood or construed to mean that the Developer agrees to indemnify the Local Agency, the Authority or any of its respective officers, directors, employees or agents, for any negligent or wrongful acts or omissions to act of the Local Agency, Authority, its officers, employees, agents or any consultants or contractors.

Section 3.02. Audit. The Local Agency shall have the right, during normal business hours and upon the giving of ten days' written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer (for which the Developer seeks reimbursement) in constructing the Acquisition Improvements.

Section 3.03. Cooperation. The Local Agency and the Developer agree to cooperate with respect to the completion of the SCIP financing for the Acquisition Improvements. The Local Agency and the Developer agree to meet in good faith to resolve any differences on future matters which are not specifically covered by this Agreement.

Section 3.04. General Standard of Reasonableness. Any provision of this Agreement which requires the consent, approval or acceptance of either party hereto or any of their respective employees, officers or agents shall be deemed to require that such consent, approval or acceptance not be unreasonably withheld or delayed, unless such provision expressly incorporates a different standard. The foregoing provision shall not apply to provisions in the Agreement which provide for decisions to be in the sole discretion of the party making the decision.

Section 3.05. Third Party Beneficiaries. The Authority and its officers, employees, agents or any consultants or contractors are expressly deemed third party beneficiaries of this Agreement with respect to the provisions of Section 3.01. It is expressly agreed that, except for the Authority with respect to the provisions of Section 3.01, there are no third party beneficiaries of this Agreement, including without limitation any owners of bonds, any of the Local Agency's or the Developer's contractors for the Acquisition Improvements and any of the Local Agency's, the Authority's or the Developer's agents and employees.

Section 3.06. Conflict with Other Agreements. Nothing contained herein shall be construed as releasing the Developer or the Local Agency from any condition of development or requirement imposed by any other agreement between the Local Agency and the Developer, and, in the event of a conflicting provision, such other agreement shall prevail unless such conflicting provision is specifically waived or modified in writing by the Local Agency and the Developer.

Section 3.07. Notices. All invoices for payment, reports, other communication and notices relating to this Agreement shall be delivered (via mail or electronic mail) to:

If to the Local Agency:

City of Clovis
 1033 Fifth Street,
 Clovis, CA 93612
Andrewh@Clovisca.gov

If to the Developer:

[Developer]
 [Address to come]
 [Email to come]

Either party may change its address by giving notice in writing to the other party.

Section 3.08. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 3.09. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

Section 3.10. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement.

Section 3.11. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

Section 3.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 3.13. Successors and Assigns. This Agreement is binding upon the heirs, assigns and successors-in-interest of the parties hereto. The Developer may not assign its rights or obligations hereunder, except to successors-in-interest to the property within the District, without the prior written consent of the Local Agency.

Section 3.14. Remedies in General. It is acknowledged by the parties that the Local Agency would not have entered into this Agreement if it were to be liable in damages under or with respect to this Agreement or the application thereof, other than for the payment to the Developer of any (i) moneys owing to the Developer hereunder, or (ii) moneys paid by the Developer pursuant to the provisions hereof which are misappropriated or improperly obtained, withheld or applied by the Local Agency.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that the Local Agency shall not be liable in damages to the Developer, or to any assignee or transferee of the Developer other than for the payments to the Developer specified in the preceding paragraph. Subject to the foregoing, the Developer covenants not to sue for or claim any damages for any alleged breach of, or dispute which arises out of, this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

CITY OF CLOVIS

By: _____
Andrew Haussler, City Manager

[DEVELOPER],
a [here indicate type of legal entity]

By: _____
Signature

Print Name

Exhibit A to the Acquisition Agreement

DESCRIPTION OF ACQUISITION IMPROVEMENTS AND BUDGETED AMOUNTS

[To be completed based on Final Engineer's Report/developer's budget and cash flows]

Funding includes amounts for incidental costs associated with the capital improvements, including, but not limited to, contingency, design, engineering, and construction management.

ACQUISITION IMPROVEMENTS	TOTAL AMOUNT*
[].....	\$[]
[].....	\$[]

* Estimated. Acquisition Price will be determined based on Actual Cost as further described in this Acquisition Agreement.

Exhibit B to the Acquisition Agreement

FORM OF SCIP REQUISITION

To: BLX Group LLC
 SCIP Program Administrator
 355 South Grand Avenue, Suite 2700
 Los Angeles, California 90071
 Attention: Vo Nguyen
 Fax: 213-612-2499

Re: Statewide Community Infrastructure Program

The undersigned, a duly authorized officer of the CITY OF CLOVIS hereby requests a withdrawal from the [DEVELOPER] ACQUISITION AND CONSTRUCTION FUND, as follows:

Request Date: [Insert Date of Request]

Name of Developer: [Developer]

Withdrawal Amount: [Insert Acquisition Price]

Acquisition Improvements: [Insert Description of Acquisition Improvement(s) from Ex. A]

Payment Instructions: [Insert Wire Instructions or Payment Address for Developer]

The undersigned hereby certifies as follows:

1. The Withdrawal is being made in accordance with a permitted use of such monies pursuant to the Acquisition Agreement, and the Withdrawal is not being made for the purpose of reinvestment.
2. None of the items for which payment is requested have been reimbursed previously from other sources of funds.
3. If the Withdrawal Amount is greater than the funds held in the Acquisition and Construction Fund, the SCIP Program Administrator is authorized to amend the amount requested to be equal to the amount of such funds.

CITY OF CLOVIS

By: _____
 Andrew Haussler,

Title: City Manager

EXHIBIT C TO THE RESOLUTION

ELIGIBLE FACILITIES AND FEES

Eligible facilities and fees that may be financed by a CFD formed by CSCDA through SCIP include all improvements and fees authorized under the Mello-Roos Act, including but not limited to the following:

Transportation Improvements

Eligible roadway improvements include, but are not limited to: acquisition of land and easements; roadway design; project management; bridge crossings and culverts; clearing, grubbing, and demolition; grading, soil import/export, paving (including slurry seal), and decorative/enhanced pavement concrete and/or pavers; joint trenches, underground utilities and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including onsite and off-site), enhanced fencing, and access ramps; street lights, signalization, and traffic signal control systems; bus turnouts; signs and striping; erosion control; median and parkway landscaping and irrigation; entry monumentation; bus shelters, bus and transit improvements including transfer stations and regional public transit improvements; masonry walls; traffic control and agency fees; and other improvements related thereto. Eligible improvements for the roads listed herein also include any and all necessary underground potable and recycled water, sanitary sewer, and storm drainage system improvements.

Water System Improvements

Authorized facilities include any and all water facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: water storage, treatment and distribution facilities including waterlines and appurtenances, gate valves, pressure reducing stations, flow meters, fire hydrants, and other improvements related thereto such as site clearing, grading and paving; curbs and gutters; booster pump stations & power; stand-by generators; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates, and fencing; and striping and signage.

Recycled Water System Improvements

Authorized facilities include any and all recycled water system facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: treatment and distribution facilities including pipelines and appurtenances, gate valves, flow meters, booster pump pressurization system, and other improvements related thereto - such as site clearing, grading and paving; curbs and gutters; booster pump stations; stand-by generators; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates, and fencing; and striping and signage.

Drainage System Improvements

Authorized facilities include any and all drainage and storm drain improvements designed to meet the needs of development within the CFD. These facilities include but may not be limited to: excavation and grading, pipelines and appurtenances, outfalls and

water quality measures, detention/retention basins, drainage pretreatment facilities, drainage ways/channels, pump stations, landscaping and irrigation; access roads, gates, and fencing; and striping and signage and other improvements related thereto.

Wastewater System Improvements

Authorized facilities include any and all wastewater facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to, pipelines and all appurtenances thereto; manholes; tie-in to existing main lines; force mains; lift stations; upgrades to existing lift stations; odor-control facilities; and permitting related thereto; and related sewer system improvements.

Park, Parkway and Open Space Improvements

Authorized facilities include any and all improvements to parks, parkways and open space required for development within the CFD. These facilities include, but may not be limited to: grading, turf, shrubs and trees, landscaping irrigation, site lighting, drainage, sanitary sewer and water service, pedestrian and bicycle trails, protective fencing (including soundwalls), pedestrian/bicycle bridges, storm drain crossings, wetland mitigation, hawk mitigation for authorized facilities herein, access gates and fencing and related open space improvements. Authorized facilities include acquisition of any and all parkland as well as open space/bike trail/public access easements required for development within the CFD.

Electrical System Improvements

Authorized facilities include any and all electrical supply and distribution facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: design, distribution lines, vaults, conduit, trenching, transformers and installation of cabling.

School and Educational Facilities

Authorized facilities include classroom renovation, updates to school safety and security systems, technology improvements, energy efficiency improvements, school modernization and retrofitting, and new classroom and school construction as required for development within the CFD.

Other Public Improvements

Authorized facilities include any and all public facilities and infrastructure designed to meet the needs of development within the CFD. These facilities include but may not be limited to: community center facilities, library facilities, police facilities, fire suppression and response facilities, other public safety facilities, corporation yards, municipal service centers, public parking garages, and other public buildings.

Fees and Charges

Authorized facilities include the direct funding of any of the above referenced facility types for which the Local Agency collects a development impact fee, capacity

charge, fair share contribution, or other development-related fee.

Other Incidental Expenses and Bond Issuance Costs

In addition to the above facilities, other incidental expenses as authorized by the Mello-Roos Community Facilities Act of 1982, including, but not limited to, the cost of planning and designing the facilities (including the cost of environmental evaluation, remediation and mitigation); engineering and surveying; construction staking; utility relocation and demolition costs incidental to the construction of the public facilities; costs of project/construction management; costs (including the costs of legal services) associated with the formation of the CFD; issuance of bonds (if any); determination of the amount of taxes; collection of taxes; payment of taxes; costs of calculating and providing reimbursements from one-time special tax payments; or costs otherwise incurred in order to carry out the authorized purposes of the CFD; and any other expenses incidental to the formation and implementation of the CFD and to the construction, completion, inspection and acquisition of the authorized facilities.

EXHIBIT D TO THE RESOLUTION**ELIGIBLE SERVICES**

Services to be funded, in whole or in part, by any CFD formed by the Authority for City Services shall include all direct and incidental costs related to providing for the funding of public safety services, including, but not limited to, police and fire safety, emergency response, and similar services, as well as the funding of services for the maintenance of public improvements. The CFDs may fund services relating to obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provisions of services. The Services may be provided by the City directly with its own employees or by contract with third parties, or any combination thereof.

Services to be financed by a CFD shall be limited to Services that are in addition to those provided in the territory of the CFD prior to the date of creation of the CFD and shall not supplant services already available within that territory when the CFD is created.

CERTIFICATION OF RESOLUTION

I, the undersigned, the duly appointed and qualified City Clerk of the City of Clovis, do hereby certify that the foregoing Resolution No. _____ was duly adopted at a regular meeting of the City Council of the City of Clovis duly and regularly held at the regular meeting place thereof on the _____ day of _____, 2025, of which meeting all of the members of said City Council had due notice and at which a majority thereof were present.

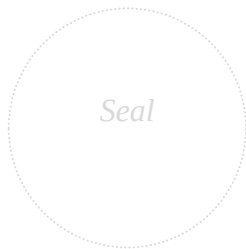
An agenda of said meeting was posted at least 72 hours before said meeting at _____, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda.

Notice of public was published in [*name of newspaper*] at least 5 days prior to the hearing.

I have carefully compared the foregoing with the original minutes of said meeting on file and of record in my office, and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

Dated: _____, 2025



City Clerk of the City of Clovis

By: _____

City Manager: *rw*

- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Community and Economic Development

DATE: March 21, 2011

SUBJECT: Consider Approval - Authorize the City of Clovis to join the Statewide Community Infrastructure Program and Authorize the Statewide Communities Development Authority to Take Actions Necessary to Operate the Program.

ATTACHMENTS: Resolution

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to conduct a public hearing to authorize the City of Clovis to join the Statewide Community Infrastructure Program, and authorize the California Statewide Communities Development Authority to take actions necessary to operate the Statewide Community Infrastructure Program.

EXECUTIVE SUMMARY

Staff recommendation is for the City of Clovis to participate in the Statewide Community Infrastructure Program ("SCIP"), which is sponsored by the California Statewide Communities Development Authority ("CSCDA"). SCIP was instituted to allow property owners to finance the development impact fees that would be payable by property owners upon receiving development entitlements or building permits. The program also includes financing of public capital improvements directly. If a property owner chooses to participate, the selected public capital improvements and the development impact fees owed to the City would be financed by the issuance of tax-exempt bonds by the California Statewide Communities Development Authority. CSCDA would impose a

special assessment on the owner's property to repay the portion of the bonds issued to finance the fees paid with respect to the property.

BACKGROUND

The California Statewide Communities Development Authority is a joint powers authority sponsored by the League of California Cities and the California State Association of Counties. The member agencies of CSCDA include approximately 356 cities and all 58 counties throughout California, including the City of Clovis (the "City"). The City of Clovis is a member of CSCDA.

The Statewide Community Infrastructure Program was instituted by CSCDA in 2002 to allow owners of property in participating cities and counties to finance the development impact fees that would be payable by property owners upon receiving development entitlements or building permits. The program was expanded to include financing of public capital improvements directly. If a property owner chooses to participate, the selected public capital improvements and the development impact fees owed to the City would be financed by the issuance of tax-exempt bonds by CSCDA. CSCDA would impose a special assessment on the owner's property to repay the portion of the bonds issued to finance the fees paid with respect to the property. With respect to impact fees, the property owner would either pay the impact fees at the time of permit issuance, and would be reimbursed from the SCIP bond proceeds when the SCIP bonds are issued; or the fees would be funded directly from the proceeds of the SCIP bonds. In the former case, the City is required to pay the fees over to SCIP, and in the latter case, SCIP holds the bond proceeds representing the fees. In both cases the fees are subject to requisition by the City at any time to make authorized fee expenditures. In this way, the City is never at risk for the receipt of the impact fees.

The benefits to the property owner include:

- Only property owners who choose to participate in the program would have assessments imposed on their property.
- Instead of paying cash for public capital improvements and/or development impact fees, the property owner receives low-cost, long-term tax-exempt financing of those fees, freeing up capital for other purposes.
- The property owner can choose to pay off the special assessments at any time.
- For home buyers, paying for the costs of public infrastructure through a special assessment is superior to having those costs "rolled" into the cost of the home. Although the tax bill is higher, the amount of the mortgage is smaller, making it easier to qualify. Moreover, because the special assessment financing is at tax-exempt rates, it typically comes at lower cost than mortgage rates.
- Owners of smaller projects, both residential and commercial, can have access to tax-exempt financing of infrastructure. Before the inception of SCIP, only projects large enough to justify the formation of an assessment or communities facilities district had access to tax-exempt financing.

The benefits to the City include:

- As in conventional assessment financing, the City is not liable to repay the bonds issued by CSCDA or the assessments imposed on the participating properties.
- CSCDA handles all district formation, district administration, bond issuance and bond administration functions. A participating city can provide tax-exempt financing to property owners through SCIP while committing virtually no staff time to administer the program.
- Providing tax-exempt financing helps participating cities and counties cushion the impact of rising public capital improvement costs and development impact fees on property owners.
- The availability of financing would encourage developers to pull permits and pay fees in larger blocks, giving the participating city immediate access to revenues for public infrastructure, rather than receiving a trickle of revenues stretched out over time. As part of the entitlement negotiation process, the possibility of tax-exempt financing of fees can be used to encourage a developer to pay fees up front.
- In some cases, the special assessments on successful projects can be refinanced through refunding bonds. Savings achieved through refinancing would be directed back to the participating city for use on public infrastructure, subject to applicable federal tax limitations.

The proposed resolution authorizes CSCDA to accept applications from owners of property within Clovis' planning jurisdiction to apply for tax-exempt financing of public capital improvements and development impact fees through SCIP. It also authorizes CSCDA to form assessment districts within our City's boundaries, conduct assessment proceedings and levy assessments against the property of participating owners. It approves the form of an Acquisition Agreement, attached to the resolution as Exhibit B, to be entered into between the City and the participating property owner/developer, if applicable, to provide the terms and conditions under which financing for public capital improvements would be provided and to establish the procedure for disbursement of bond proceeds to pay for completed facilities. It also authorizes miscellaneous related actions and makes certain findings and determinations required by law. Attached to the resolution as Exhibit A is a "Form of Resolution of Intention to be adopted by CSCDA". This is for informational purposes and does not require action by this Council.

FISCAL IMPACT

There would be no fiscal impact to the City. The City assumes no liability for repayment of the bonds sold for projects in Clovis.

REASON FOR RECOMMENDATION

The existing fee structure is a deterrent for many development projects, both residential and non-residential to locate in Clovis as opposed to other portions of the county or the metropolitan area. The availability for long-term financing of development fees and public infrastructure may make development projects more viable. Authorizing participation in SCIP will provide an additional tool to encourage development within the community.

ACTIONS FOLLOWING APPROVAL

1. Staff would forward a certified copy of the attached Resolution to SCIP.
2. Staff would market the program to property owners and the development community.
3. Interested parties would be directed to SCIP staff for assistance with the application process.

Submitted by: Tina Sumner, Director, Community and Economic Development



RESOLUTION 11-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS AUTHORIZING THE CITY TO JOIN THE STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT SPECIAL ASSESSMENT PROCEEDINGS, AND LEVY ASSESSMENTS WITHIN THE TERRITORY OF THE CITY OF CLOVIS; APPROVING FORM OF ACQUISITION AGREEMENT FOR USE WHEN APPLICABLE; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is a joint exercise of powers authority the members of which include numerous cities and counties in the State of California, including the City of Clovis (the "City"); and

WHEREAS, the Authority has established the Statewide Community Infrastructure Program ("SCIP") to allow the financing of certain development impact fees (the "Fees") levied in accordance with the Mitigation Fee Act (California Government Code Sections 66000 and following) and other authority providing for the levy of fees on new development to pay for public capital improvements (collectively, the "Fee Act") through the levy of special assessments pursuant to the Municipal Improvement Act of 1913 (Streets and Highways Code Sections 10000 and following) (the "1913 Act") and the issuance of improvement bonds (the "Local Obligations") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the "1915 Act") upon the security of the unpaid special assessments; and

WHEREAS, SCIP will also allow the financing of certain public capital improvements to be constructed by or on behalf of property owners for acquisition by the City or another public agency (the "Improvements"); and

WHEREAS, the City desires to allow the owners of property being developed within its jurisdiction ("Participating Developers") to participate in SCIP and to allow the Authority to conduct assessment proceedings under the 1913 Act and to issue Local Obligations under the 1915 Act to finance Fees levied on such properties and Improvements, provided that such Participating Developers voluntarily agree to participate and consent to the levy of such assessments; and

WHEREAS, in each year in which eligible property owners within the jurisdiction of the City elect to be Participating Developers, the Authority will conduct assessment proceedings under the 1913 Act and issue Local Obligations under the 1915 Act to finance Fees payable by such property owners and Improvements and, at the conclusion of such proceedings, will levy special assessments on such property within the territory of the City;

WHEREAS, there has been presented to this meeting a proposed form of Resolution of Intention to be adopted by the Authority in connection with such assessment proceedings (the "ROI"), a copy of which is attached hereto as Exhibit A, and the territory within which assessments may be levied for SCIP (provided that each Participating Developer consents to such assessment) shall be coterminous with the City's official boundaries of record at the time of adoption of each such ROI (the "Proposed Boundaries"), and reference is hereby made to such boundaries for the plat or map required to be included in this Resolution pursuant to Section 10104 of the Streets and Highways Code; and

WHEREAS, there has also been presented to this meeting a proposed form of Acquisition Agreement (the "Acquisition Agreement"), a copy of which is attached hereto as Exhibit B, to be approved as to form for use with respect to any Improvements to be constructed and installed by a Participating Developer and for which the Participating Developer requests acquisition financing as part of its SCIP application; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of the Local Obligations or any other bonds issued in connection with SCIP; and

WHEREAS, pursuant to Government Code Section 6586.5, notice was published at least five days prior to the adoption of this resolution at a public hearing, which was duly conducted by this Council concerning the significant public benefits of SCIP and the financing of the Improvements and the public capital improvements to be paid for with the proceeds of the Fees;

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

Section 1. The City hereby consents to the conduct of special assessment proceedings by the Authority in connection with SCIP pursuant to the 1913 Act and the issuance of Local Obligations under the 1915 Act on any property within the Proposed Boundaries; provided, that

(1) Such proceedings are conducted pursuant to one or more Resolutions of Intention in substantially the form of the ROI; and

(2) The Participating Developers, who shall be the legal owners of such property, execute a written consent to the levy of assessment in connection with SCIP by the Authority and execute an assessment ballot in favor of such assessment in compliance with the requirements of Section 4 of Article XIID of the State Constitution.

Section 2. The City hereby finds and declares that the issuance of bonds by the Authority in connection with SCIP will provide significant public benefits, including without limitation, savings in effective interest rate, bond preparation, bond underwriting and bond issuance costs and the more efficient delivery of local agency services to residential and commercial development within the City.

Section 3. The Authority has prepared and will update from time to time the "SCIP Manual of Procedures" (the "Manual"), and the City will handle Fee revenues and funds for Improvements for properties participating in SCIP in accordance with the procedures set forth in the Manual.

Section 4. The form of Acquisition Agreement presented to this meeting is hereby approved, and the Mayor is authorized to execute and the City Clerk is authorized to attest the execution of a completed Acquisition Agreement in substantially said form and pertaining to the Improvements being financed on behalf of the applicable Participating Developer.

Section 5. The appropriate officials and staff of the City are hereby authorized and directed to make SCIP applications available to all property owners who are subject to Fees for new development within the City and/or who are conditioned to install Improvements and to inform such owners of their option to participate in SCIP; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The staff persons listed on the attached Exhibit C, together with any other staff persons chosen by the City Manager from time to time, are hereby designated as the contact persons for the Authority in connection with the SCIP program.

Section 6. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such closing certificates, requisitions, agreements and related documents, including but not limited to such documents as may be required by Bond Counsel in connection with the participation in SCIP of any districts, authorities or other third-party entities entitled to own Improvements and/or to levy and collect fees on new development to pay for public capital improvements within the jurisdiction of the City, as are reasonably required by the Authority in accordance with the Manual to implement SCIP for Participating Developers and to evidence compliance with the requirements of federal and state law in connection with the issuance by the Authority of the Local Obligations and any other bonds for SCIP. To that end, and pursuant to Treasury Regulations Section 1.150-2, the staff persons listed on Exhibit C, or other staff person acting in the same capacity for the City with respect to SCIP, are hereby authorized and designated to declare the official intent of the City with respect to the public capital improvements to be paid or reimbursed through participation in SCIP.

Section 7. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority.

* * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on March 21, 2011 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTACHMENT 2

EXHIBIT A**FORM OF RESOLUTION OF INTENTION
TO BE ADOPTED BY CSCDA**

RESOLUTION OF INTENTION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO FINANCE IMPROVEMENTS AND/OR THE PAYMENT OF DEVELOPMENT IMPACT FEES FOR PUBLIC CAPITAL IMPROVEMENTS IN THE PROPOSED ASSESSMENT DISTRICT NO. _____ (COUNTY OF _____, CALIFORNIA), APPROVING A PROPOSED BOUNDARY MAP, MAKING CERTAIN DECLARATIONS, FINDINGS AND DETERMINATIONS CONCERNING RELATED MATTERS, AND AUTHORIZING RELATED ACTIONS IN CONNECTION THEREWITH

WHEREAS, under the authority of the Municipal Improvement Act of 1913 (the "1913 Act"), being Division 12 (commencing with Sections 10000 and following) of the California Streets and Highways Code, the Commission (the "Commission") of the California Statewide Communities Development Authority (the "Authority") intends to finance, through its Statewide Community Infrastructure Program, the payment of certain development impact fees for public capital improvements as described in Exhibit A attached hereto and by this reference incorporated herein (the "Fees") and to finance certain public capital improvements to be constructed by or on behalf of the property owner(s) and to be acquired by the City or another local agency (the "Improvements"), all of which are of benefit to the property within the proposed Assessment District No. _____ (County of _____, California) (the "Assessment District"); and

WHEREAS, the Commission finds that the land specially benefited by the Fees and the Improvements is shown within the boundaries of the map entitled "Proposed Boundaries of Assessment District No. _____ (County of _____, California)," a copy of which map is on file with the Secretary and presented to this Commission meeting, and determines that the land within the exterior boundaries shown on the map shall be designated "Assessment District No. _____ (County of _____, California)";

NOW, THEREFORE, BE IT RESOLVED that the Commission of the California Statewide Communities Development Authority hereby finds, determines and resolves as follows:

1. The above recitals are true and correct, and the Commission so finds and determines.
2. Pursuant to Section 2961 of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (the "1931 Act"), being Division 4 (commencing with Section 2800) of the California Streets and Highways Code, the

Commission hereby declares its intent to comply with the requirements of the 1931 Act by complying with Part 7.5 thereof.

3. The Commission has or will designate a registered, professional engineer as Engineer of Work for this project, and hereby directs said firm to prepare the report containing the matters required by Sections 2961(b) and 10204 of the Streets and Highways Code, as supplemented by Section 4 of Article XIID of the California Constitution.

4. The proposed boundary map of the Assessment District is hereby approved and adopted. Pursuant to Section 3111 of the California Streets and Highways Code, the Secretary of the Authority is directed to file a copy of the map in the office of the County Recorder of the County of _____ [within fifteen (15) days of the adoption of this resolution.

5. The Commission determines that the cost of the Fees and Improvements shall be specially assessed against the lots, pieces or parcels of land within the Assessment District benefiting from the payment of the Fees and the provision of the Improvements. The Commission intends to levy a special assessment upon such lots, pieces or parcels in accordance with the special benefit to be received by each such lot, piece or parcel of land, respectively, from the payment of the Fees and the provision of the Improvements.

6. The Commission intends, pursuant to subparagraph (f) of Section 10204 of the California Streets and Highways Code, to provide for an annual assessment upon each of the parcels of land in the proposed assessment district to pay various costs and expenses incurred from time to time by the Authority and not otherwise reimbursed to the Authority which result from the administration and collection of assessment installments or from the administration or registration of the improvement bonds and the various funds and accounts pertaining thereto.

7. Bonds representing unpaid assessments, and bearing interest at a rate not to exceed twelve percent (12%) per annum, will be issued in the manner provided by the Improvement Bond Act of 1915 (Division 10, Streets and Highways Code), and the last installment of the bonds shall mature not to exceed thirty (30) years from the second day of September next succeeding twelve (12) months from their date.

8. The procedure for the collection of assessments and advance retirement of bonds under the Improvement Bond Act of 1915 shall be as provided in Part 11.1, Division 10, of the Streets and Highways Code of the State of California.

9. Neither the Authority nor any member agency thereof will obligate itself to advance available funds from its or their own funds or otherwise to cure any deficiency which may occur in the bond redemption fund. A determination not to obligate itself shall not prevent the Authority or any such member agency from, in its sole discretion, so advancing funds.

10. The amount of any surplus remaining in the improvement fund after payment of the Fees, acquisition of the Improvements and payment of all claims shall be distributed in accordance with the provisions of Section 10427.1 of the Streets and Highways Code.

11. To the extent any Fees are paid to the Authority in cash with respect to property within the proposed Assessment District prior to the date of issuance of the bonds, the amounts so paid shall be reimbursed from the proceeds of the bonds to the property owner or developer that made the payment.

[End of Form of Resolution of Intention]

ATTACHMENT 2

EXHIBIT B

FORM OF ACQUISITION AGREEMENT

**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM**

ACQUISITION AGREEMENT

BY AND BETWEEN

CITY OF CLOVIS

AND

[DEVELOPER]

Dated as of _____, 20__

ACQUISITION AGREEMENT

Recitals

A. The parties to this Acquisition Agreement (the "Agreement") are the CITY OF CLOVIS, (the "Local Agency"), and [DEVELOPER], a [here indicate type of legal entity] (the "Developer").

B. The effective date of this Agreement is _____, 20__.

C. The Developer has applied for financing of certain public capital improvements (the "Acquisition Improvements") and capital facilities fees through the Statewide Community Infrastructure Program ("SCIP") administered by the California Statewide Communities Development Authority (the "Authority") and such application has been approved by the Local Agency.

D. Under SCIP, the Authority intends to issue bonds to fund, among other things, all or a portion of the costs of the Acquisition Improvements, and the portion of the proceeds of such bonds allocable to the cost of the Acquisition Improvements to be constructed and installed by the Developer, together with interest earned thereon prior to such acquisition, is referred to herein as the "Available Amount".

E. SCIP will provide financing for the acquisition by the Local Agency of the Acquisition Improvements and the payment of the Acquisition Price (as defined herein) of the Acquisition Improvements from the Available Amount. Attached hereto as Exhibit A are descriptions of the Acquisition Improvements, which descriptions are subject to modification by written amendment of this Agreement, subject to the approval of the Authority.

F. The parties anticipate that, upon completion of the Acquisition Improvements and subject to the terms and conditions of this Agreement, the Local Agency will acquire such completed Acquisition Improvements with the Available Amount.

G. Any and all monetary obligations of the Local Agency arising out of this Agreement are the special and limited obligations of the Local Agency payable only from the Available Amount, and no other funds whatsoever of the Local Agency shall be obligated therefor.

H. In consideration of Recitals A through G, inclusive, and the mutual covenants, undertakings and obligations set forth below, the Local Agency and the Developer agree as stated below.

Agreement

ARTICLE I

DEFINITIONS; ASSESSMENT DISTRICT FORMATION AND
FINANCING PLAN

Section 1.01. Definitions. As used herein, the following capitalized terms shall have the meanings ascribed to them below:

"Acceptable Title" means free and clear of all monetary liens, encumbrances, assessments, whether any such item is recorded or unrecorded, and taxes, except those items which are reasonably determined by the Local Agency Engineer in his sole discretion not to interfere with the intended use and therefore are not required to be cleared from the title.

"Acquisition Improvements" shall have the meaning assigned to such term in Recital C and are described in Exhibit A.

"Acquisition Price" means the amount paid to the Developer upon acquisition of all of the Acquisition Improvements as provided in Section 2.03.

"Actual Cost" means the cost of construction of all of the Acquisition Improvements, as documented by the Developer to the satisfaction of the Local Agency, as certified by the Local Agency Engineer in an Actual Cost Certificate.

"Actual Cost Certificate" shall mean a certificate prepared by the Developer detailing the Actual Cost of all of the Acquisition Improvement to be acquired hereunder, as revised by the Local Agency Engineer pursuant to Section 2.03.

"Agreement" means this Acquisition Agreement, dated as of _____, 20__.

"Assessment District" means the assessment district established by the Authority pursuant to SCIP which includes the Developer's property for which the Acquisition Improvements are being funded.

"Authority" means the California Statewide Communities Development Authority.

"Available Amount" means the amount of funds deposited in the Developer Acquisition Account by the Authority pursuant to SCIP, together with any interest earnings thereon.

"Code" means the Streets and Highways Code of the State of California.

"Developer" means [Developer], a [here indicate type of legal entity].

"[Developer] Acquisition Account" means the account by that name established by the Authority pursuant to SCIP for the purpose of paying the Acquisition Price of the Acquisition Improvements.

"Local Agency" means the City of Clovis.

"Local Agency Engineer" means the Director of Public Works of the Local Agency (the "Director") or the designee of the Director, who will be responsible for administering the acquisition of the Acquisition Improvements hereunder.

"Project" means the land development program of the Developer pertaining to the Developer's property in the Assessment District, including the design and construction of the Acquisition Improvements and the other public and private improvements to be constructed by the Developer within or adjacent to the Assessment District.

"SCIP" means the Statewide Community Infrastructure Program of the Authority.

"SCIP Requisition" means a requisition for payment of funds from the [Developer] Acquisition Account in substantially the form attached hereto as Exhibit B.

"SCIP Trust Agreement" means the Trust Agreement entered into by the Authority and the SCIP Trustee in connection with the financing for the Acquisition Improvements.

"SCIP Trustee" means Wells Fargo Bank, National Association, as trustee under the SCIP Trust Agreement.

"Title Documents" means, for each Acquisition Improvement acquired hereunder, a grant deed or similar instrument necessary to transfer title to any real property or interests therein (including easements) necessary or convenient to the operation, maintenance, rehabilitation and improvement by the Local Agency of that Acquisition Improvement (including, if necessary, easements for ingress and egress) and a Bill of Sale or similar instrument evidencing transfer of title to that Acquisition Improvement (other than said real property interests) to the Local Agency, where applicable.

Section 1.02. Participation in SCIP . Developer has applied for financing thorough SCIP of the Acquisition Improvements, and such application has been approved by the Local Agency. Developer and Local Agency agree that until and unless such financing is completed by the Authority and the Available Amount is deposited in the Developer Acquisition Account, neither the Developer nor the Local Agency shall have any obligations under this agreement. Developer agrees to cooperate with the Local Agency and the Authority in the completion of SCIP financing for the Acquisition Improvements.

Section 1.03. Deposit and Use of Available Amount .

(a) Upon completion of the SCIP financing, the Available Amount will be deposited by the Authority in the [Developer] Acquisition Account.

(b) The Authority will cause the SCIP Trustee to establish and maintain the [Developer] Acquisition Account for the purpose of holding all funds for the

Acquisition Improvements. All earnings on amounts in the [Developer] Acquisition Account shall remain in the [Developer] Acquisition Account for use as provided herein and pursuant to SCIP. The amounts in the [Developer] Acquisition Account shall be withdrawn by the Local Agency in accordance with SCIP procedures upon completion of the Acquisition Improvements within 30 days (or as soon thereafter as reasonably practicable) of receipt by the Local Agency of the certification of the Local Agency Engineer required by Section 2.03 of this Agreement, and subject to satisfaction of all other conditions precedent to such acquisition pursuant to Section 2.04 of this Agreement, to pay the Acquisition Price of such completed Acquisition Improvements, as specified in Article II hereof. Upon completion of all of the Acquisition Improvements and the payment of all costs thereof, any remaining funds in the [Developer] Acquisition Account (less any amount determined by the Local Agency as necessary to reserve for claims against such account) (i) shall be applied to pay the costs of any additional improvements eligible for acquisition with respect to the Project as approved by the Authority and, to the extent not so used, (ii) shall be applied by the Authority as provided in Section 10427.1 of the Code to pay a portion of the assessments levied on the Project property in the Assessment District.

Section 1.04. No Local Agency Liability; Local Agency Discretion, No Effect on Other Agreements. In no event shall any actual or alleged act by the Local Agency or any actual or alleged omission or failure to act by the Local Agency with respect to SCIP subject the Local Agency to monetary liability therefor. Further, nothing in this Agreement shall be construed as affecting the Developer's or the Local Agency's duty to perform their respective obligations under any other agreements, public improvement standards, land use regulations or subdivision requirements related to the Project, which obligations are and shall remain independent of the Developer's and the Local Agency's rights and obligations under this Agreement.

ARTICLE II

DESIGN, CONSTRUCTION AND ACQUISITION OF ACQUISITION IMPROVEMENTS

Section 2.01. Letting and Administering Design Contracts. The parties presently anticipate that the Developer has awarded and administered or will award and administer engineering design contracts for the Acquisition Improvements to be acquired from Developer. All eligible expenditures of the Developer for design engineering and related costs in connection with the Acquisition Improvements (whether as an advance to the Local Agency or directly to the design consultant) shall be reimbursed at the time of acquisition of such Acquisition Improvements. The Developer shall be entitled to reimbursement for any design costs of the Acquisition Improvements only out of the Acquisition Price as provided in Section 2.03 and shall not be entitled to any payment for design costs independent of or prior to the acquisition of Acquisition Improvements.

Section 2.02. Letting and Administration of Construction Contracts. State law requires that all Acquisition Improvements shall be constructed as if they were

constructed under the direction and supervision of the Local Agency. In order to assure compliance with those provisions, except for any contracts entered into prior to the date hereof, Developer agrees to comply with the guidelines of the Local Agency for letting and administering said contracts. The Developer agrees that all such contracts shall call for payment of prevailing wages as required by the Labor Code of the State of California.

Section 2.03. Sale of Acquisition Improvements. The Developer agrees to sell to the Local Agency the Acquisition Improvements to be constructed by Developer (including any rights-of-way or other easements necessary for the operation and maintenance of the Acquisition Improvements, to the extent not already publicly owned) when such Acquisition Improvements are completed to the satisfaction of the Local Agency for an amount not to exceed the lesser of (i) the Available Amount or (ii) the Actual Cost of the Acquisition Improvements. Exhibit A, attached hereto and incorporated herein, contains a list of each Acquisition Improvement. At the time of completion of each Acquisition Improvement, the Developer shall deliver to the Local Agency Engineer a written request for acquisition, accompanied by an Actual Cost Certificate and executed Title Documents for the transfer of the Acquisition Improvement, where necessary. In the event that the Local Agency Engineer finds that the supporting paperwork submitted by the Developer fails to demonstrate the required relationship between the subject Actual Cost and the related Acquisition Improvement, the Local Agency Engineer shall advise the Developer that the determination of the Actual Cost (or the ineligible portion thereof) has been disallowed and shall request further documentation from the Developer. If such further documentation is still not adequate, the Local Agency Engineer may revise the Actual Cost Certificate to delete any disallowed items, and such determination shall be final and conclusive.

In the event that the Actual Cost is in excess of the Available Amount, the Local Agency shall withdraw the Available Amount from the [Developer] Acquisition Account and transfer said amount to the Developer. In the event that the Actual Cost is less than the Available Amount, the Local Agency shall withdraw an amount from the [Developer] Acquisition Account equal to the Actual Cost, and shall transfer said amount to the Developer. Any amounts then remaining in the [Developer] Acquisition Account shall be applied as provided in Section 1.03.

In no event shall the Local Agency be required to pay the Developer more than the amount on deposit in the [Developer] Acquisition Account at the time such payment is requested.

Section 2.04. Conditions Precedent to Payment of Acquisition Price. Payment by the Local Agency to the Developer from the [Developer] Acquisition Account of the Acquisition Price for an Acquisition Improvement shall be conditioned first upon the determination of the Local Agency Engineer, pursuant to Section 2.03, that such Acquisition Improvement is all complete and ready for acceptance by the Local Agency, and shall be further conditioned upon prior satisfaction of the following additional conditions precedent:

(a) The Developer shall have provided the Local Agency with lien releases or other similar documentation satisfactory to the Local Agency as evidence that the property which is subject to the special assessment liens of the Assessment District is not subject to any prospective mechanics lien claim respecting the Acquisition Improvements.

(b) The Developer shall be current in the payment of all due and payable property taxes and installments for the special assessments of the Assessment District on property owned by the Developer or under option to the Developer.

(c) The Developer shall certify that it is not in default with respect to any loan secured by any interest in the Project.

(d) The Developer shall have provided the Local Agency with Title Documents needed to provide the Local Agency with title to the site, right-of-way, or easement upon which the subject Acquisition Improvements are situated. All such Title Documents shall be in a form acceptable to the Local Agency (or applicable governmental agency) and shall convey Acceptable Title. The Developer shall provide a policy of title insurance as of the date of transfer in a form acceptable to the Local Agency Engineer insuring the Local Agency as to the interests acquired in connection with the acquisition of any interest for which such a policy of title insurance is not required by another agreement between the Local Agency and the Developer. Each title insurance policy required hereunder shall be in the amount equal to or greater than the Acquisition Price.

Section 2.05. SCIP Requisition. Upon a determination by the Local Agency Engineer to pay the Acquisition Price of the Acquisition Improvements pursuant to Section 2.04, the Local Agency Engineer shall cause a SCIP Requisition to be submitted to the SCIP Trustee and the SCIP Trustee shall make payment directly to the Developer of such amount pursuant to the SCIP Trust Agreement. The Local Agency and the Developer acknowledge and agree that the SCIP Trustee shall make payment strictly in accordance with the SCIP Requisition and shall not be required to determine whether or not the Acquisition Improvements have been completed or what the Actual Costs may be with respect to such Acquisition Improvements. The SCIP Trustee shall be entitled to rely on the SCIP Requisition on its face without any further duty of investigation.

ARTICLE III

MISCELLANEOUS

Section 3.01. Indemnification and Hold Harmless. The Developer hereby assumes the defense of, and indemnifies and saves harmless the Local Agency, the Authority, and each of its respective officers, directors, employees and agents, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from or

alleged to have resulted from the acts or omissions of the Developer or its agents and employees in the performance of this Agreement, or arising out of any contract for the design, engineering and construction of the Acquisition Improvements or arising out of any alleged misstatements of fact or alleged omission of a material fact made by the Developer, its officers, directors, employees or agents to the Authority's underwriter, financial advisor, appraiser, district engineer or bond counsel or regarding the Developer, its proposed developments, its property ownership and its contractual arrangements contained in the official statement relating to the SCIP financing (provided that the Developer shall have been furnished a copy of such official statement and shall not have objected thereto); and provided, further, that nothing in this Section 3.01 shall limit in any manner the Local Agency's rights against any of the Developer's architects, engineers, contractors or other consultants. Except as set forth in this Section 3.01, no provision of this Agreement shall in any way limit the extent of the responsibility of the Developer for payment of damages resulting from the operations of the Developer, its agents and employees. Nothing in this Section 3.01 shall be understood or construed to mean that the Developer agrees to indemnify the Local Agency, the Authority or any of its respective officers, directors, employees or agents, for any negligent or wrongful acts or omissions to act of the Local Agency, Authority its officers, employees, agents or any consultants or contractors.

Section 3.02. Audit. The Local Agency shall have the right, during normal business hours and upon the giving of ten days' written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer (for which the Developer seeks reimbursement) in constructing the Acquisition Improvements.

Section 3.03. Cooperation. The Local Agency and the Developer agree to cooperate with respect to the completion of the SCIP financing for the Acquisition Improvements. The Local Agency and the Developer agree to meet in good faith to resolve any differences on future matters which are not specifically covered by this Agreement.

Section 3.04. General Standard of Reasonableness. Any provision of this Agreement which requires the consent, approval or acceptance of either party hereto or any of their respective employees, officers or agents shall be deemed to require that such consent, approval or acceptance not be unreasonably withheld or delayed, unless such provision expressly incorporates a different standard. The foregoing provision shall not apply to provisions in the Agreement which provide for decisions to be in the sole discretion of the party making the decision.

Section 3.05. Third Party Beneficiaries. The Authority and its officers, employees, agents or any consultants or contractors are expressly deemed third party beneficiaries of this Agreement with respect to the provisions of Section 3.01. It is expressly agreed that, except for the Authority with respect to the provisions of Section 3.01, there are no third party beneficiaries of this Agreement, including without limitation any owners of bonds, any of the Local Agency's or the Developer's contractors for the

Acquisition Improvements and any of the Local Agency's, the Authority's or the Developer's agents and employees.

Section 3.06. Conflict with Other Agreements. Nothing contained herein shall be construed as releasing the Developer or the Local Agency from any condition of development or requirement imposed by any other agreement between the Local Agency and the Developer, and, in the event of a conflicting provision, such other agreement shall prevail unless such conflicting provision is specifically waived or modified in writing by the Local Agency and the Developer.

Section 3.07. Notices. All invoices for payment, reports, other communication and notices relating to this Agreement shall be mailed to:

If to the Local Agency:

Director of Public Works
City of Clovis
[Address]

If to the Developer:

[Developer]
[Address to Come]

Either party may change its address by giving notice in writing to the other party.

Section 3.08. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 3.09. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

Section 3.10. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement.

Section 3.11. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

Section 3.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 3.13. Successors and Assigns. This Agreement is binding upon the heirs, assigns and successors-in-interest of the parties hereto. The Developer may not assign its rights or obligations hereunder, except to successors-in-interest to the property within the District, without the prior written consent of the Local Agency.

Section 3.14. Remedies in General. It is acknowledged by the parties that the Local Agency would not have entered into this Agreement if it were to be liable in damages under or with respect to this Agreement or the application thereof, other than for the payment to the Developer of any (i) moneys owing to the Developer hereunder, or (ii) moneys paid by the Developer pursuant to the provisions hereof which are misappropriated or improperly obtained, withheld or applied by the Local Agency.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that the Local Agency shall not be liable in damages to the Developer, or to any assignee or transferee of the Developer other than for the payments to the Developer specified in the preceding paragraph. Subject to the foregoing, the Developer covenants not to sue for or claim any damages for any alleged breach of, or dispute which arises out of, this Agreement.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

CITY OF CLOVIS

By _____

Mayor

ATTEST:
City Clerk

By _____

[DEVELOPER],
a [here indicate type of legal entity]

By _____
(Signature)

(Print Name)

ATTACHMENT 2

EXHIBIT A

DESCRIPTION OF ACQUISITION IMPROVEMENTS AND BUDGETED AMOUNTS

<u>ACQUISITION IMPROVEMENTS</u>	<u>BUDGETED AMOUNTS</u>
1.	\$
2.	
3.	
4.	

ATTACHMENT 2

EXHIBIT B**FORM OF SCIP REQUISITION**

To: Bond Logistix LLC
 SCIP Program Administrator
 777 S. Figueroa St., Suite 3200
 Los Angeles, California 90017
 Attention: Daniel Chang
 Fax: 213-612-2499

Re: Statewide Community Infrastructure Program

The undersigned, a duly authorized officer of the CITY OF CLOVIS hereby requests a withdrawal from the [DEVELOPER] ACQUISITION ACCOUNT, as follows:

Request Date: [Insert Date of Request]

Name of Developer: [Developer]

Withdrawal Amount: [Insert Acquisition Price]

Acquisition Improvements: [Insert Description of Acquisition Improvement(s) from Ex. A]

Payment Instructions: [Insert Wire Instructions or Payment Address for Developer]

The undersigned hereby certifies as follows:

1. The Withdrawal is being made in accordance with a permitted use of such monies pursuant to the Acquisition Agreement, and the Withdrawal is not being made for the purpose of reinvestment.
2. None of the items for which payment is requested have been reimbursed previously from other sources of funds.
3. If the Withdrawal Amount is greater than the funds held in the [Developer] Acquisition Account, the SCIP Program Administrator is authorized to amend the amount requested to be equal to the amount of such funds.
4. To the extent the Withdrawal is being made prior to the date bonds have been issued on behalf of SCIP, this withdrawal form serves as the declaration of official intent of the CITY OF CLOVIS, pursuant to Treasury Regulations 1.150-2, to reimburse with respect expenditures made from the Developer Acquisition Account listed above in the amount listed above.

CITY OF CLOVIS

By : _____

Title: _____

ATTACHMENT 2

EXHIBIT C

CITY OF CLOVIS CONTACTS FOR SCIP PROGRAM

Primary Contact

Name:

Title:

Mailing Address:

Delivery Address (if different):

E-mail:

Telephone:

Fax:

Secondary Contact

Name:

Title:

Mailing Address:

Delivery Address (if different):

E-mail:

Telephone:

Fax:

[Add additional contacts as needed]

CERTIFICATION OF RESOLUTION

I, the undersigned, the duly appointed and qualified City Clerk of the City of Clovis, do hereby certify that the foregoing Resolution No. _____ was duly adopted at a regular meeting of the City Council of the City of Clovis duly and regularly held at the regular meeting place thereof on the _____ day of _____, 2011, of which meeting all of the members of said City Council had due notice and at which a majority thereof were present.

An agenda of said meeting was posted at least 72 hours before said meeting at _____, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda.

I have carefully compared the foregoing with the original minutes of said meeting on file and of record in my office, and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

Dated: _____, 2011

City Clerk
City of Clovis

By: _____

[Seal]

RESOLUTION 11-28

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS AUTHORIZING THE CITY TO JOIN THE STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT SPECIAL ASSESSMENT PROCEEDINGS, AND LEVY ASSESSMENTS WITHIN THE TERRITORY OF THE CITY OF CLOVIS; APPROVING FORM OF ACQUISITION AGREEMENT FOR USE WHEN APPLICABLE; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is a joint exercise of powers authority the members of which include numerous cities and counties in the State of California, including the City of Clovis (the "City"); and

WHEREAS, the Authority has established the Statewide Community Infrastructure Program ("SCIP") to allow the financing of certain development impact fees (the "Fees") levied in accordance with the Mitigation Fee Act (California Government Code Sections 66000 and following) and other authority providing for the levy of fees on new development to pay for public capital improvements (collectively, the "Fee Act") through the levy of special assessments pursuant to the Municipal Improvement Act of 1913 (Streets and Highways Code Sections 10000 and following) (the "1913 Act") and the issuance of improvement bonds (the "Local Obligations") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the "1915 Act") upon the security of the unpaid special assessments; and

WHEREAS, SCIP will also allow the financing of certain public capital improvements to be constructed by or on behalf of property owners for acquisition by the City or another public agency (the "Improvements"); and

WHEREAS, the City desires to allow the owners of property being developed within its jurisdiction ("Participating Developers") to participate in SCIP and to allow the Authority to conduct assessment proceedings under the 1913 Act and to issue Local Obligations under the 1915 Act to finance Fees levied on such properties and Improvements, provided that such Participating Developers voluntarily agree to participate and consent to the levy of such assessments; and

WHEREAS, in each year in which eligible property owners within the jurisdiction of the City elect to be Participating Developers, the Authority will conduct assessment proceedings under the 1913 Act and issue Local Obligations under the 1915 Act to finance Fees payable by such property owners and Improvements and, at the conclusion of such proceedings, will levy special assessments on such property within the territory of the City;

WHEREAS, there has been presented to this meeting a proposed form of Resolution of Intention to be adopted by the Authority in connection with such assessment proceedings (the "ROI"), a copy of which is attached hereto as Exhibit A, and the territory within which assessments may be levied for SCIP (provided that each Participating Developer consents to such assessment) shall be coterminous with the City's official boundaries of record at the time of adoption of each such ROI (the "Proposed Boundaries"), and reference is hereby made to such boundaries for the plat or map required to be included in this Resolution pursuant to Section 10104 of the Streets and Highways Code; and

WHEREAS, there has also been presented to this meeting a proposed form of Acquisition Agreement (the "Acquisition Agreement"), a copy of which is attached hereto as Exhibit B, to be approved as to form for use with respect to any Improvements to be constructed and installed by a Participating Developer and for which the Participating Developer requests acquisition financing as part of its SCIP application; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of the Local Obligations or any other bonds issued in connection with SCIP; and

WHEREAS, pursuant to Government Code Section 6586.5, notice was published at least five days prior to the adoption of this resolution at a public hearing, which was duly conducted by this Council concerning the significant public benefits of SCIP and the financing of the Improvements and the public capital improvements to be paid for with the proceeds of the Fees;

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

Section 1. The City hereby consents to the conduct of special assessment proceedings by the Authority in connection with SCIP pursuant to the 1913 Act and the issuance of Local Obligations under the 1915 Act on any property within the Proposed Boundaries; provided, that

(1) Such proceedings are conducted pursuant to one or more Resolutions of Intention in substantially the form of the ROI; and

(2) The Participating Developers, who shall be the legal owners of such property, execute a written consent to the levy of assessment in connection with SCIP by the Authority and execute an assessment ballot in favor of such assessment in compliance with the requirements of Section 4 of Article XIID of the State Constitution.

Section 2. The City hereby finds and declares that the issuance of bonds by the Authority in connection with SCIP will provide significant public benefits, including without limitation, savings in effective interest rate, bond preparation, bond underwriting and bond issuance costs and the more efficient delivery of local agency services to residential and commercial development within the City.

Section 3. The Authority has prepared and will update from time to time the "SCIP Manual of Procedures" (the "Manual"), and the City will handle Fee revenues and funds for Improvements for properties participating in SCIP in accordance with the procedures set forth in the Manual.

Section 4. The form of Acquisition Agreement presented to this meeting is hereby approved, and the Mayor is authorized to execute and the City Clerk is authorized to attest the execution of a completed Acquisition Agreement in substantially said form and pertaining to the Improvements being financed on behalf of the applicable Participating Developer.

Section 5. The appropriate officials and staff of the City are hereby authorized and directed to make SCIP applications available to all property owners who are subject to Fees for new development within the City and/or who are conditioned to install Improvements and to inform such owners of their option to participate in SCIP; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The staff persons listed on the attached Exhibit C, together with any other staff persons chosen by the City Manager from time to time, are hereby designated as the contact persons for the Authority in connection with the SCIP program.

Section 6. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such closing certificates, requisitions, agreements and related documents, including but not limited to such documents as may be required by Bond Counsel in connection with the participation in SCIP of any districts, authorities or other third-party entities entitled to own Improvements and/or to levy and collect fees on new development to pay for public capital improvements within the jurisdiction of the City, as are reasonably required by the Authority in accordance with the Manual to implement SCIP for Participating Developers and to evidence compliance with the requirements of federal and state law in connection with the issuance by the Authority of the Local Obligations and any other bonds for SCIP. To that end, and pursuant to Treasury Regulations Section 1.150-2, the staff persons listed on Exhibit C, or other staff person acting in the same capacity for the City with respect to SCIP, are hereby authorized and designated to declare the official intent of the City with respect to the public capital improvements to be paid or reimbursed through participation in SCIP.

Section 7. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority.

* * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on March 21, 2011 by the following vote, to wit:

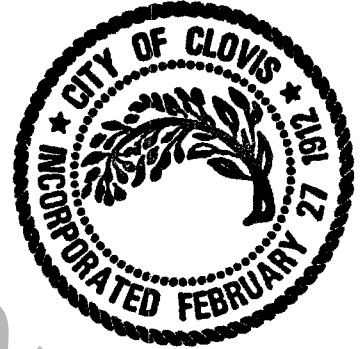
AYES: Councilmembers Armstrong, Ashbeck, Magsig, Mayor Flores

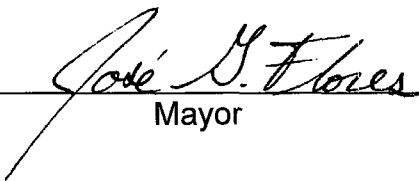
NOES: Councilmember Whalen

ABSENT: None

ABSTAIN: None

Dated: March 21, 2011





Mayor



City Clerk

ATTACHMENT 2

EXHIBIT A**FORM OF RESOLUTION OF INTENTION
TO BE ADOPTED BY CSCDA**

RESOLUTION OF INTENTION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO FINANCE IMPROVEMENTS AND/OR THE PAYMENT OF DEVELOPMENT IMPACT FEES FOR PUBLIC CAPITAL IMPROVEMENTS IN THE PROPOSED ASSESSMENT DISTRICT NO. _____ (COUNTY OF _____, CALIFORNIA), APPROVING A PROPOSED BOUNDARY MAP, MAKING CERTAIN DECLARATIONS, FINDINGS AND DETERMINATIONS CONCERNING RELATED MATTERS, AND AUTHORIZING RELATED ACTIONS IN CONNECTION THEREWITH

WHEREAS, under the authority of the Municipal Improvement Act of 1913 (the "1913 Act"), being Division 12 (commencing with Sections 10000 and following) of the California Streets and Highways Code, the Commission (the "Commission") of the California Statewide Communities Development Authority (the "Authority") intends to finance, through its Statewide Community Infrastructure Program, the payment of certain development impact fees for public capital improvements as described in Exhibit A attached hereto and by this reference incorporated herein (the "Fees") and to finance certain public capital improvements to be constructed by or on behalf of the property owner(s) and to be acquired by the City or another local agency (the "Improvements"), all of which are of benefit to the property within the proposed Assessment District No. _____ (County of _____, California) (the "Assessment District"); and

WHEREAS, the Commission finds that the land specially benefited by the Fees and the Improvements is shown within the boundaries of the map entitled "Proposed Boundaries of Assessment District No. _____ (County of _____, California)," a copy of which map is on file with the Secretary and presented to this Commission meeting, and determines that the land within the exterior boundaries shown on the map shall be designated "Assessment District No. _____ (County of _____, California)";

NOW, THEREFORE, BE IT RESOLVED that the Commission of the California Statewide Communities Development Authority hereby finds, determines and resolves as follows:

1. The above recitals are true and correct, and the Commission so finds and determines.

2. Pursuant to Section 2961 of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (the "1931 Act"), being Division 4 (commencing with Section 2800) of the California Streets and Highways Code, the

Commission hereby declares its intent to comply with the requirements of the 1931 Act by complying with Part 7.5 thereof.

3. The Commission has or will designate a registered, professional engineer as Engineer of Work for this project, and hereby directs said firm to prepare the report containing the matters required by Sections 2961(b) and 10204 of the Streets and Highways Code, as supplemented by Section 4 of Article XIID of the California Constitution.

4. The proposed boundary map of the Assessment District is hereby approved and adopted. Pursuant to Section 3111 of the California Streets and Highways Code, the Secretary of the Authority is directed to file a copy of the map in the office of the County Recorder of the County of _____[within fifteen (15) days of the adoption of this resolution.

5. The Commission determines that the cost of the Fees and Improvements shall be specially assessed against the lots, pieces or parcels of land within the Assessment District benefiting from the payment of the Fees and the provision of the Improvements. The Commission intends to levy a special assessment upon such lots, pieces or parcels in accordance with the special benefit to be received by each such lot, piece or parcel of land, respectively, from the payment of the Fees and the provision of the Improvements.

6. The Commission intends, pursuant to subparagraph (f) of Section 10204 of the California Streets and Highways Code, to provide for an annual assessment upon each of the parcels of land in the proposed assessment district to pay various costs and expenses incurred from time to time by the Authority and not otherwise reimbursed to the Authority which result from the administration and collection of assessment installments or from the administration or registration of the improvement bonds and the various funds and accounts pertaining thereto.

7. Bonds representing unpaid assessments, and bearing interest at a rate not to exceed twelve percent (12%) per annum, will be issued in the manner provided by the Improvement Bond Act of 1915 (Division 10, Streets and Highways Code), and the last installment of the bonds shall mature not to exceed thirty (30) years from the second day of September next succeeding twelve (12) months from their date.

8. The procedure for the collection of assessments and advance retirement of bonds under the Improvement Bond Act of 1915 shall be as provided in Part 11.1, Division 10, of the Streets and Highways Code of the State of California.

9. Neither the Authority nor any member agency thereof will obligate itself to advance available funds from its or their own funds or otherwise to cure any deficiency which may occur in the bond redemption fund. A determination not to obligate itself shall not prevent the Authority or any such member agency from, in its sole discretion, so advancing funds.

10. The amount of any surplus remaining in the improvement fund after payment of the Fees, acquisition of the Improvements and payment of all claims shall be distributed in accordance with the provisions of Section 10427.1 of the Streets and Highways Code.

11. To the extent any Fees are paid to the Authority in cash with respect to property within the proposed Assessment District prior to the date of issuance of the bonds, the amounts so paid shall be reimbursed from the proceeds of the bonds to the property owner or developer that made the payment.

[End of Form of Resolution of Intention]

ATTACHMENT 2

EXHIBIT B

FORM OF ACQUISITION AGREEMENT

**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM**

ACQUISITION AGREEMENT

BY AND BETWEEN

CITY OF CLOVIS

AND

[DEVELOPER]

Dated as of _____, 20__

ACQUISITION AGREEMENT

Recitals

A. The parties to this Acquisition Agreement (the "Agreement") are the CITY OF CLOVIS, (the "Local Agency"), and [DEVELOPER], a [here indicate type of legal entity] (the "Developer").

B. The effective date of this Agreement is _____, 20__.

C. The Developer has applied for financing of certain public capital improvements (the "Acquisition Improvements") and capital facilities fees through the Statewide Community Infrastructure Program ("SCIP") administered by the California Statewide Communities Development Authority (the "Authority") and such application has been approved by the Local Agency.

D. Under SCIP, the Authority intends to issue bonds to fund, among other things, all or a portion of the costs of the Acquisition Improvements, and the portion of the proceeds of such bonds allocable to the cost of the Acquisition Improvements to be constructed and installed by the Developer, together with interest earned thereon prior to such acquisition, is referred to herein as the "Available Amount".

E. SCIP will provide financing for the acquisition by the Local Agency of the Acquisition Improvements and the payment of the Acquisition Price (as defined herein) of the Acquisition Improvements from the Available Amount. Attached hereto as Exhibit A are descriptions of the Acquisition Improvements, which descriptions are subject to modification by written amendment of this Agreement, subject to the approval of the Authority.

F. The parties anticipate that, upon completion of the Acquisition Improvements and subject to the terms and conditions of this Agreement, the Local Agency will acquire such completed Acquisition Improvements with the Available Amount.

G. Any and all monetary obligations of the Local Agency arising out of this Agreement are the special and limited obligations of the Local Agency payable only from the Available Amount, and no other funds whatsoever of the Local Agency shall be obligated therefor.

H. In consideration of Recitals A through G, inclusive, and the mutual covenants, undertakings and obligations set forth below, the Local Agency and the Developer agree as stated below.

Agreement

ARTICLE I

DEFINITIONS; ASSESSMENT DISTRICT FORMATION AND
FINANCING PLAN

Section 1.01. Definitions. As used herein, the following capitalized terms shall have the meanings ascribed to them below:

"Acceptable Title" means free and clear of all monetary liens, encumbrances, assessments, whether any such item is recorded or unrecorded, and taxes, except those items which are reasonably determined by the Local Agency Engineer in his sole discretion not to interfere with the intended use and therefore are not required to be cleared from the title.

"Acquisition Improvements" shall have the meaning assigned to such term in Recital C and are described in Exhibit A.

"Acquisition Price" means the amount paid to the Developer upon acquisition of all of the Acquisition Improvements as provided in Section 2.03.

"Actual Cost" means the cost of construction of all of the Acquisition Improvements, as documented by the Developer to the satisfaction of the Local Agency, as certified by the Local Agency Engineer in an Actual Cost Certificate.

"Actual Cost Certificate" shall mean a certificate prepared by the Developer detailing the Actual Cost of all of the Acquisition Improvement to be acquired hereunder, as revised by the Local Agency Engineer pursuant to Section 2.03.

"Agreement" means this Acquisition Agreement, dated as of _____, 20__.

"Assessment District" means the assessment district established by the Authority pursuant to SCIP which includes the Developer's property for which the Acquisition Improvements are being funded.

"Authority" means the California Statewide Communities Development Authority.

"Available Amount" means the amount of funds deposited in the Developer Acquisition Account by the Authority pursuant to SCIP, together with any interest earnings thereon.

"Code" means the Streets and Highways Code of the State of California.

"Developer" means [Developer], a [here indicate type of legal entity].

"[Developer] Acquisition Account" means the account by that name established by the Authority pursuant to SCIP for the purpose of paying the Acquisition Price of the Acquisition Improvements.

"Local Agency" means the City of Clovis.

"Local Agency Engineer" means the Director of Public Works of the Local Agency (the "Director") or the designee of the Director, who will be responsible for administering the acquisition of the Acquisition Improvements hereunder.

"Project" means the land development program of the Developer pertaining to the Developer's property in the Assessment District, including the design and construction of the Acquisition Improvements and the other public and private improvements to be constructed by the Developer within or adjacent to the Assessment District.

"SCIP" means the Statewide Community Infrastructure Program of the Authority.

"SCIP Requisition" means a requisition for payment of funds from the [Developer] Acquisition Account in substantially the form attached hereto as Exhibit B.

"SCIP Trust Agreement" means the Trust Agreement entered into by the Authority and the SCIP Trustee in connection with the financing for the Acquisition Improvements.

"SCIP Trustee" means Wells Fargo Bank, National Association, as trustee under the SCIP Trust Agreement.

"Title Documents" means, for each Acquisition Improvement acquired hereunder, a grant deed or similar instrument necessary to transfer title to any real property or interests therein (including easements) necessary or convenient to the operation, maintenance, rehabilitation and improvement by the Local Agency of that Acquisition Improvement (including, if necessary, easements for ingress and egress) and a Bill of Sale or similar instrument evidencing transfer of title to that Acquisition Improvement (other than said real property interests) to the Local Agency, where applicable.

Section 1.02. Participation in SCIP . Developer has applied for financing thorough SCIP of the Acquisition Improvements, and such application has been approved by the Local Agency. Developer and Local Agency agree that until and unless such financing is completed by the Authority and the Available Amount is deposited in the Developer Acquisition Account, neither the Developer nor the Local Agency shall have any obligations under this agreement. Developer agrees to cooperate with the Local Agency and the Authority in the completion of SCIP financing for the Acquisition Improvements.

Section 1.03. Deposit and Use of Available Amount .

(a) Upon completion of the SCIP financing, the Available Amount will be deposited by the Authority in the [Developer] Acquisition Account.

(b) The Authority will cause the SCIP Trustee to establish and maintain the [Developer] Acquisition Account for the purpose of holding all funds for the

Acquisition Improvements. All earnings on amounts in the [Developer] Acquisition Account shall remain in the [Developer] Acquisition Account for use as provided herein and pursuant to SCIP. The amounts in the [Developer] Acquisition Account shall be withdrawn by the Local Agency in accordance with SCIP procedures upon completion of the Acquisition Improvements within 30 days (or as soon thereafter as reasonably practicable) of receipt by the Local Agency of the certification of the Local Agency Engineer required by Section 2.03 of this Agreement, and subject to satisfaction of all other conditions precedent to such acquisition pursuant to Section 2.04 of this Agreement, to pay the Acquisition Price of such completed Acquisition Improvements, as specified in Article II hereof. Upon completion of all of the Acquisition Improvements and the payment of all costs thereof, any remaining funds in the [Developer] Acquisition Account (less any amount determined by the Local Agency as necessary to reserve for claims against such account) (i) shall be applied to pay the costs of any additional improvements eligible for acquisition with respect to the Project as approved by the Authority and, to the extent not so used, (ii) shall be applied by the Authority as provided in Section 10427.1 of the Code to pay a portion of the assessments levied on the Project property in the Assessment District.

Section 1.04. No Local Agency Liability; Local Agency Discretion; No Effect on Other Agreements. In no event shall any actual or alleged act by the Local Agency or any actual or alleged omission or failure to act by the Local Agency with respect to SCIP subject the Local Agency to monetary liability therefor. Further, nothing in this Agreement shall be construed as affecting the Developer's or the Local Agency's duty to perform their respective obligations under any other agreements, public improvement standards, land use regulations or subdivision requirements related to the Project, which obligations are and shall remain independent of the Developer's and the Local Agency's rights and obligations under this Agreement.

ARTICLE II

DESIGN, CONSTRUCTION AND ACQUISITION OF ACQUISITION IMPROVEMENTS

Section 2.01. Letting and Administering Design Contracts. The parties presently anticipate that the Developer has awarded and administered or will award and administer engineering design contracts for the Acquisition Improvements to be acquired from Developer. All eligible expenditures of the Developer for design engineering and related costs in connection with the Acquisition Improvements (whether as an advance to the Local Agency or directly to the design consultant) shall be reimbursed at the time of acquisition of such Acquisition Improvements,. The Developer shall be entitled to reimbursement for any design costs of the Acquisition Improvements only out of the Acquisition Price as provided in Section 2.03 and shall not be entitled to any payment for design costs independent of or prior to the acquisition of Acquisition Improvements.

Section 2.02. Letting and Administration of Construction Contracts. State law requires that all Acquisition Improvements shall be constructed as if they were

constructed under the direction and supervision of the Local Agency. In order to assure compliance with those provisions, except for any contracts entered into prior to the date hereof, Developer agrees to comply with the guidelines of the Local Agency for letting and administering said contracts. The Developer agrees that all such contracts shall call for payment of prevailing wages as required by the Labor Code of the State of California.

Section 2.03. Sale of Acquisition Improvements. The Developer agrees to sell to the Local Agency the Acquisition Improvements to be constructed by Developer (including any rights-of-way or other easements necessary for the operation and maintenance of the Acquisition Improvements, to the extent not already publicly owned) when such Acquisition Improvements are completed to the satisfaction of the Local Agency for an amount not to exceed the lesser of (i) the Available Amount or (ii) the Actual Cost of the Acquisition Improvements. Exhibit A, attached hereto and incorporated herein, contains a list of each Acquisition Improvement. At the time of completion of each Acquisition Improvement, the Developer shall deliver to the Local Agency Engineer a written request for acquisition, accompanied by an Actual Cost Certificate and executed Title Documents for the transfer of the Acquisition Improvement, where necessary. In the event that the Local Agency Engineer finds that the supporting paperwork submitted by the Developer fails to demonstrate the required relationship between the subject Actual Cost and the related Acquisition Improvement, the Local Agency Engineer shall advise the Developer that the determination of the Actual Cost (or the ineligible portion thereof) has been disallowed and shall request further documentation from the Developer. If such further documentation is still not adequate, the Local Agency Engineer may revise the Actual Cost Certificate to delete any disallowed items, and such determination shall be final and conclusive.

In the event that the Actual Cost is in excess of the Available Amount, the Local Agency shall withdraw the Available Amount from the [Developer] Acquisition Account and transfer said amount to the Developer. In the event that the Actual Cost is less than the Available Amount, the Local Agency shall withdraw an amount from the [Developer] Acquisition Account equal to the Actual Cost, and shall transfer said amount to the Developer. Any amounts then remaining in the [Developer] Acquisition Account shall be applied as provided in Section 1.03.

In no event shall the Local Agency be required to pay the Developer more than the amount on deposit in the [Developer] Acquisition Account at the time such payment is requested.

Section 2.04. Conditions Precedent to Payment of Acquisition Price. Payment by the Local Agency to the Developer from the [Developer] Acquisition Account of the Acquisition Price for an Acquisition Improvement shall be conditioned first upon the determination of the Local Agency Engineer, pursuant to Section 2.03, that such Acquisition Improvement is all complete and ready for acceptance by the Local Agency, and shall be further conditioned upon prior satisfaction of the following additional conditions precedent:

(a) The Developer shall have provided the Local Agency with lien releases or other similar documentation satisfactory to the Local Agency as evidence that the property which is subject to the special assessment liens of the Assessment District is not subject to any prospective mechanics lien claim respecting the Acquisition Improvements.

(b) The Developer shall be current in the payment of all due and payable property taxes and installments for the special assessments of the Assessment District on property owned by the Developer or under option to the Developer.

(c) The Developer shall certify that it is not in default with respect to any loan secured by any interest in the Project.

(d) The Developer shall have provided the Local Agency with Title Documents needed to provide the Local Agency with title to the site, right-of-way, or easement upon which the subject Acquisition Improvements are situated. All such Title Documents shall be in a form acceptable to the Local Agency (or applicable governmental agency) and shall convey Acceptable Title. The Developer shall provide a policy of title insurance as of the date of transfer in a form acceptable to the Local Agency Engineer insuring the Local Agency as to the interests acquired in connection with the acquisition of any interest for which such a policy of title insurance is not required by another agreement between the Local Agency and the Developer. Each title insurance policy required hereunder shall be in the amount equal to or greater than the Acquisition Price.

Section 2.05. SCIP Requisition. Upon a determination by the Local Agency Engineer to pay the Acquisition Price of the Acquisition Improvements pursuant to Section 2.04, the Local Agency Engineer shall cause a SCIP Requisition to be submitted to the SCIP Trustee and the SCIP Trustee shall make payment directly to the Developer of such amount pursuant to the SCIP Trust Agreement. The Local Agency and the Developer acknowledge and agree that the SCIP Trustee shall make payment strictly in accordance with the SCIP Requisition and shall not be required to determine whether or not the Acquisition Improvements have been completed or what the Actual Costs may be with respect to such Acquisition Improvements. The SCIP Trustee shall be entitled to rely on the SCIP Requisition on its face without any further duty of investigation.

ARTICLE III

MISCELLANEOUS

Section 3.01. Indemnification and Hold Harmless. The Developer hereby assumes the defense of, and indemnifies and saves harmless the Local Agency, the Authority, and each of its respective officers, directors, employees and agents, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from or

alleged to have resulted from the acts or omissions of the Developer or its agents and employees in the performance of this Agreement, or arising out of any contract for the design, engineering and construction of the Acquisition Improvements or arising out of any alleged misstatements of fact or alleged omission of a material fact made by the Developer, its officers, directors, employees or agents to the Authority's underwriter, financial advisor, appraiser, district engineer or bond counsel or regarding the Developer, its proposed developments, its property ownership and its contractual arrangements contained in the official statement relating to the SCIP financing (provided that the Developer shall have been furnished a copy of such official statement and shall not have objected thereto); and provided, further, that nothing in this Section 3.01 shall limit in any manner the Local Agency's rights against any of the Developer's architects, engineers, contractors or other consultants. Except as set forth in this Section 3.01, no provision of this Agreement shall in any way limit the extent of the responsibility of the Developer for payment of damages resulting from the operations of the Developer, its agents and employees. Nothing in this Section 3.01 shall be understood or construed to mean that the Developer agrees to indemnify the Local Agency, the Authority or any of its respective officers, directors, employees or agents, for any negligent or wrongful acts or omissions to act of the Local Agency, Authority its officers, employees, agents or any consultants or contractors.

Section 3.02. Audit. The Local Agency shall have the right, during normal business hours and upon the giving of ten days' written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer (for which the Developer seeks reimbursement) in constructing the Acquisition Improvements.

Section 3.03. Cooperation. The Local Agency and the Developer agree to cooperate with respect to the completion of the SCIP financing for the Acquisition Improvements. The Local Agency and the Developer agree to meet in good faith to resolve any differences on future matters which are not specifically covered by this Agreement.

Section 3.04. General Standard of Reasonableness. Any provision of this Agreement which requires the consent, approval or acceptance of either party hereto or any of their respective employees, officers or agents shall be deemed to require that such consent, approval or acceptance not be unreasonably withheld or delayed, unless such provision expressly incorporates a different standard. The foregoing provision shall not apply to provisions in the Agreement which provide for decisions to be in the sole discretion of the party making the decision.

Section 3.05. Third Party Beneficiaries. The Authority and its officers, employees, agents or any consultants or contractors are expressly deemed third party beneficiaries of this Agreement with respect to the provisions of Section 3.01. It is expressly agreed that, except for the Authority with respect to the provisions of Section 3.01, there are no third party beneficiaries of this Agreement, including without limitation any owners of bonds, any of the Local Agency's or the Developer's contractors for the

Acquisition Improvements and any of the Local Agency's, the Authority's or the Developer's agents and employees.

Section 3.06. Conflict with Other Agreements. Nothing contained herein shall be construed as releasing the Developer or the Local Agency from any condition of development or requirement imposed by any other agreement between the Local Agency and the Developer, and, in the event of a conflicting provision, such other agreement shall prevail unless such conflicting provision is specifically waived or modified in writing by the Local Agency and the Developer.

Section 3.07. Notices. All invoices for payment, reports, other communication and notices relating to this Agreement shall be mailed to:

If to the Local Agency:

Director of Public Works
City of Clovis
[Address]

If to the Developer:

[Developer]
[Address to Come]

Either party may change its address by giving notice in writing to the other party.

Section 3.08. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 3.09. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

Section 3.10. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement.

Section 3.11. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

Section 3.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 3.13. Successors and Assigns. This Agreement is binding upon the heirs, assigns and successors-in-interest of the parties hereto. The Developer may not assign its rights or obligations hereunder, except to successors-in-interest to the property within the District, without the prior written consent of the Local Agency.

Section 3.14. Remedies in General. It is acknowledged by the parties that the Local Agency would not have entered into this Agreement if it were to be liable in damages under or with respect to this Agreement or the application thereof, other than for the payment to the Developer of any (i) moneys owing to the Developer hereunder, or (ii) moneys paid by the Developer pursuant to the provisions hereof which are misappropriated or improperly obtained, withheld or applied by the Local Agency.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that the Local Agency shall not be liable in damages to the Developer, or to any assignee or transferee of the Developer other than for the payments to the Developer specified in the preceding paragraph. Subject to the foregoing, the Developer covenants not to sue for or claim any damages for any alleged breach of, or dispute which arises out of, this Agreement.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

CITY OF CLOVIS

By _____

—

Mayor

ATTEST:
City Clerk

By _____

[DEVELOPER],
a [here indicate type of legal entity]

By _____
(Signature)

(Print Name)

ATTACHMENT 2

EXHIBIT A

DESCRIPTION OF ACQUISITION IMPROVEMENTS AND BUDGETED AMOUNTS

	<u>ACQUISITION IMPROVEMENTS</u>	<u>BUDGETED AMOUNTS</u>
1.		\$
2.		
3.		
4.		

ATTACHMENT 2

EXHIBIT B**FORM OF SCIP REQUISITION**

To: Bond Logistix LLC
 SCIP Program Administrator
 777 S. Figueroa St., Suite 3200
 Los Angeles, California 90017
 Attention: Daniel Chang
 Fax: 213-612-2499

Re: Statewide Community Infrastructure Program

The undersigned, a duly authorized officer of the CITY OF CLOVIS hereby requests a withdrawal from the [DEVELOPER] ACQUISITION ACCOUNT, as follows:

Request Date: [Insert Date of Request]

Name of Developer: [Developer]

Withdrawal Amount: [Insert Acquisition Price]

Acquisition Improvements: [Insert Description of Acquisition Improvement(s) from Ex. A]

Payment Instructions: [Insert Wire Instructions or Payment Address for Developer]

The undersigned hereby certifies as follows:

1. The Withdrawal is being made in accordance with a permitted use of such monies pursuant to the Acquisition Agreement, and the Withdrawal is not being made for the purpose of reinvestment.
2. None of the items for which payment is requested have been reimbursed previously from other sources of funds.
3. If the Withdrawal Amount is greater than the funds held in the [Developer] Acquisition Account, the SCIP Program Administrator is authorized to amend the amount requested to be equal to the amount of such funds.
4. To the extent the Withdrawal is being made prior to the date bonds have been issued on behalf of SCIP, this withdrawal form serves as the declaration of official intent of the CITY OF CLOVIS, pursuant to Treasury Regulations 1.150-2, to reimburse with respect expenditures made from the Developer Acquisition Account listed above in the amount listed above.

CITY OF CLOVIS

By : _____

Title: _____

ATTACHMENT 2

EXHIBIT C

CITY OF CLOVIS CONTACTS FOR SCIP PROGRAM

Primary Contact

Name:

Title:

Mailing Address:

Delivery Address (if different):

E-mail:

Telephone:

Fax:

Secondary Contact

Name:

Title:

Mailing Address:

Delivery Address (if different):

E-mail:

Telephone:

Fax:

[Add additional contacts as needed]

CERTIFICATION OF RESOLUTION

I, the undersigned, the duly appointed and qualified City Clerk of the City of Clovis, do hereby certify that the foregoing Resolution No. _____ was duly adopted at a regular meeting of the City Council of the City of Clovis duly and regularly held at the regular meeting place thereof on the _____ day of _____, 2011, of which meeting all of the members of said City Council had due notice and at which a majority thereof were present.

An agenda of said meeting was posted at least 72 hours before said meeting at _____, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda.

I have carefully compared the foregoing with the original minutes of said meeting on file and of record in my office, and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

Dated: _____, 2011

City Clerk
City of Clovis

By: _____

[Seal]

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on September 15, 2025, a public hearing will be held so that the City of Clovis (the "City") may consider participating in the Statewide Community Infrastructure Program of the California Statewide Communities Development Authority. Participation in said program will enable property owners to finance public capital improvements and/or development related fees for public capital improvements imposed on new development. Said public capital improvements, if financed, will be among the public capital improvements required in connection with a given development project. Said development related fees, if financed, will be used by the City to pay for public capital improvements which will serve the City. All such public capital improvements, including those eligible for payment from development related fees, will be of a type and nature authorized under the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 (beginning with Section 53311) of the Government Code of the State of California and/or of the type and nature authorized under the Municipal Improvement Act of 1913 (Streets and Highways Code Sections 10000 and following). Participation in said program does not itself authorize the City to impose additional public capital improvements or new or additional development related fees on any property owner.

The hearing will commence at 6:00 p.m., or as soon thereafter as the matter can be heard, and will be held at 1033 Fifth Street, Council Chambers, Clovis, California. Interested persons wishing to express their views on the City's continued participation in the SCIP program and the financing of public capital improvements and/or development related fees as described above will be given an opportunity to do so at the public hearing or may, prior to the time of the hearing, submit written comments to CityClerk@Clovisca.gov, Attention: City Clerk.

Dated: September 4, 2025

CITY OF CLOVIS

BRIANA PARRA
CITY CLERK



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council
FROM: Police Department
DATE: September 15, 2025
SUBJECT: Workshop - Mental Health Liaison Officer, A new approach for Clovis Police Department.

Staff: Mollie Jacobsen, Mental Health Liaison
Recommendation: Receive and File

ATTACHMENTS: None.

Mental Health Liaison Mollie Jacobsen will provide a verbal presentation on this item.

Please direct questions to the City Manager's office at 559-324-2060.