



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: November 14, 2022

SUBJECT: Consider various items associated with ±923 acres of property located north of Shepherd Avenue generally between Sunnyside Avenue and North Carson Avenue (Big Dry Creek Dam):

a. Consider Approval – Res. 22-\_\_\_\_, a request authorizing the City Manager to execute a consultant agreement between the City of Clovis and De Novo Planning Group for the preparation of an Environmental Impact Report and related services.

b. Consider Approval – Res. 22-\_\_\_\_, a request allowing for the preparation and submittal of an application to the Fresno County Local Agency Formation Commission to amend the City of Clovis Sphere of Influence to include ±923 acres.

**Staff:** McKencie Perez, Senior Planner

**Recommendation:** Approve

ATTACHMENTS: 1. Res. 22-\_\_\_\_, Consultant Agreement  
2. Res. 22-\_\_\_\_, LAFCo Application Submittal

### CONFLICT OF INTEREST

None.

### RECOMMENDATION

Staff recommends that the City Council approve requests authorizing the City Manager to execute a consultant agreement between the City of Clovis and De Novo Planning Group (De Novo) for the preparation of an Environmental Impact Report (EIR) and related services, and for submittal of an application to the Fresno County Local Agency Formation Commission (LAFCo) to amend the City of Clovis Sphere of Influence (SOI) to include ±923 acres shown below in **Figure 1**.

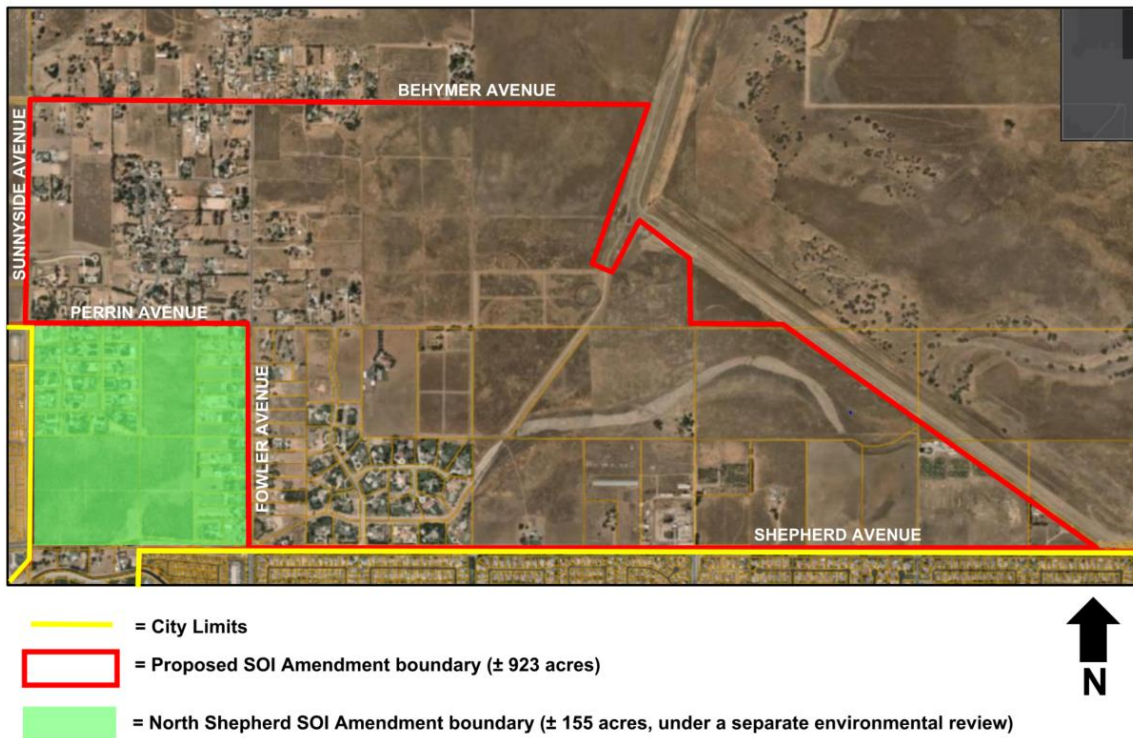
### EXECUTIVE SUMMARY

In March of 2021, the City Council approved an EIR consultant contract and initiated a SOI amendment project for an area encompassing approximately 1,050 acres north of Shepherd between Sunnyside and Locan Avenues. On November 1, 2021, the City Council authorized staff and the applicant, Wilson Premier Homes, to amend the previous request of a 1,050-acre SOI amendment to reduce the area to  $\pm 155$  acres, bounded by Perrin Avenue on the north, Fowler Avenue on the east, Shepherd Avenue on the south, and Sunnyside Avenue on the west. This area is referred to as the North Shepherd SOI Amendment in **Figure 1**. This reduction was due to the identification of environmental constraints, in the area east of Fowler, that would have forced a delay to the overall project. The authorization allowed staff and the applicant to proceed with an agreement with De Novo for preparation of an EIR. The  $\pm 155$ -acre project is currently in process and preparation of the environmental analysis is underway.

Since the process on the  $\pm 155$ -acre SOI expansion project began, the applicant has had an opportunity to further evaluate the environmental constraints identified in 2021 and decided to move forward with the additional SOI amendment area. This area is  $\pm 923$  acres shown in **Figure 1**.

This staff report provides a summary of progress that has occurred, followed by a staff recommendation for Council approval of requests to allow the City to enter into an agreement with the EIR consultant and submit an application to LAFCo for the SOI amendment.

**Figure 1**  
**Proposed SOI Amendment Boundary**



## BACKGROUND

This section serves as a summary to the timeline of events related to the applicant's request and the proposed area of the request.

- **June 2016:** Staff received a request to allow urbanization of the subject property. Staff began an internal cursory evaluation of the request to identify potential challenges and issues that would require a more detailed evaluation to assess the feasibility of the SOI amendment.
- **June 2018:** Applicant's representative submitted a request for the Council to consider direction and to allow for staff to proceed with the SOI amendment process.
- **September 2018:** Staff presented the request to the City Council for consideration and sought direction. Council ultimately directed staff to continue exploring the feasibility and to report back to City Council with an update; however, no direction was given to formally proceed at this hearing.
- **March 2020:** Staff received direction from City Council to move forward and prepare environmental studies related to approximately 75 acres of land at the northeast corner of Shepherd and Sunnyside Avenues, and to include the neighborhood at the corner of Perrin and Sunnyside Avenues as part of the environmental review.
- **April 2020:** Following Council direction at the March 2, 2020, hearing, the applicant requested via email on April 20, 2020 that the project be placed on hold due to economic uncertainty in the housing industry as a result of COVID-19.
- **July 2020:** Applicant requested that staff continue the process and staff releases a request for proposal (RFP) for preparation of an EIR and related studies.
- **August 2020:** Following release of the RFP, the applicant requested a revision to the SOI boundary to include an additional 750 acres, for a total SOI amendment of 825 acres.
- **September 2020:** Staff received direction from City Council to move forward with the process of amending the Clovis SOI and conducting a neighborhood outreach meeting with property owners within the expanded SOI of ±1,050 acres.
- **November 2020:** Staff held a neighborhood meeting with property owners in and around the proposed SOI amendment boundary.
- **March 2021:** City Council considered and approved requests for the City to enter into a consultant agreement with De Novo for preparation of an EIR for amending the City's SOI by ±1,050 acres, and for preparation and submittal of an application to LAFCo.

- **November 2021:** City Council considered and approved requests to reduce the SOI amendment area from ±1,050 acres to ±155 acres. Council authorized the City to enter into a consultant agreement with De Novo for preparation of an EIR and amending the City's SOI by ±155 acres and for preparation and submittal of an application to LAFCo.
- **February 2022:** The City entered into an agreement with De Novo to prepare an EIR for the ±155-acre project boundary.
- **March 2022 to present:** Discussions began between staff and the applicant to enter into another agreement with De Novo for an SOI amendment to include ±923 acres.

## **PROPOSAL AND ANALYSIS**

This section provides an update on the status of the Project, as well as an update on the scope of the project. Pursuant to the Council's prior direction regarding public notice for matters related to this Project, staff provided notice of this meeting to approximately 1,100 property owners within and surrounding the ±923-acre SOI amendment boundary (including property owners within the Dry Creek Preserve).

### **Status of Project**

The applicant and staff are currently working on the entitlements for the ±155-acre proposal. In recent months, the applicant has decided to move forward with a request for an additional amendment to the SOI to include ±923 acres. The applicant has continued to evaluate the previously identified environmental constraints and has determined that a viable mitigation strategy is available. This proposal generally encompasses the same area previously considered by the Council. This item has been scheduled for consideration by the Council since this is a new amendment to the SOI boundary that would be processed separately from the ±155-acre proposal currently underway.

### **Consultant Agreement**

The consultant agreement for the ±155-acre SOI was approved by the Council in November of 2021 and fully executed with De Novo in February of 2022. The current request for an SOI amendment of ±923 acres will require a separate EIR prepared under a separate consultant agreement. However, staff and the applicant agreed that using De Novo for the new EIR was preferable based on the work they are already doing in the area and their familiarity with the required scope of work.

### **Environmental Impact Report & Cost Sharing**

The Project will require the preparation of an EIR to assess the potential environmental impacts associated with an amendment to the City's SOI. The EIR will be prepared by De Novo's Principal/Co-founder, Steve McMurtry. Mr. McMurtry will serve as the primary point of contact and project manager. Mr. McMurtry has many years of experience preparing environmental analyses on similar projects. In addition, De Novo's transportation subconsultant, LSA Associates, has a local office and is a leading expert in assessing Vehicle Miles Traveled (VMT) – the new metric for assessing traffic impacts under the California Environmental Quality Act (CEQA). Ultimately, staff is confident De Novo continues to be the

most qualified for the preparation of the EIR. A full scope of work and budget for the project can be found in **Attachment 1A** to this staff report.

As part of the EIR process, water and sewer studies are initiated by City staff and are prepared using locally based consultants that currently prepare water and sewer studies. This results in greater efficiencies since the analyses will be prepared by consulting firms already familiar with the City's water and sewer infrastructure master plans.

The anticipated timeline for completion of the EIR is approximately 12 to 14 months. Upon completion, staff will return to Council for certification of the EIR and, if certified, would be a critical component to having a "complete" application with LAFCo.

The total consultant cost for completion of the EIR is \$482,619.50. This includes \$438,745.00 for the EIR plus a 10% contingency of \$43,874.50. The contingency amount is to cover unforeseen changes and/or overages throughout the contract at the direction of City staff, if needed. Further, water and sewer studies are anticipated at an additional  $\pm$ \$53,000. Although the water and sewer studies are typically initiated by the City, the cost is passed along to the applicant. Lastly, the City imposes an administrative cost for time associated with managing the EIR process which is 15% of the cost of the EIR. Thus, \$72,392.93 will be added to the cost of the EIR. In summary, the total cost of preparation of the EIR is \$555,012.43 (\$482,619.50 + \$72,392.93), plus an additional  $\pm$ \$53,000 for water and sewer studies.

While a majority of this cost will be borne by the applicant(s), staff is recommending that the City fund a small portion of the overall cost. This is due to the fact that the City receives some benefit of the applicant's request by analyzing areas outside the boundaries of the proposed development area. The inclusion of this area will help create a logical boundary for the adjusted SOI. In conjunction with the Council's previous action on this project, a City cost share in the amount of 12.6% of the total cost of the EIR was authorized. Staff is recommending that the same cost share be approved in conjunction with the current proposal.

While Wilson Premier Homes is the primary applicant, an additional property owner (Stone Valley Communities - Manny Penn) has elected to be part of the EIR for purposes of analyzing their property at a "project-level." Thus, a portion of the total EIR cost will be funded by Stone Valley Communities – Manny Penn. An agreement between the City and the applicant(s) will be prepared to memorialize the details of the cost-sharing.

Additional detail regarding the recommended cost sharing is provided in the "Fiscal Impact" section below.

### **LAFCo Application**

Staff is recommending that Council adopt a resolution (**Attachment 2**) authorizing staff to submit an application to LAFCo for the amendment to the City's SOI. The purpose of submitting an application prior to completion of the EIR is for LAFCo to begin preparation of the Municipal Services Review (MSR) study concurrent with the environmental analysis. The MSR is a required component of the SOI amendment process and analyzes the City's ability

to serve the proposed area. The MSR analyzes public services including utilities and infrastructure, police, and fire to ensure sufficient capacity to serve the area generally within a 20 to 25-year period.

If staff's request is approved by Council, staff will begin preparation of and submittal of the LAFCo application, which would allow concurrent preparation of the MSR while the EIR is being prepared. This concurrence results in greater efficiency in the process and can save time. The proposed resolution also authorizes and directs staff to work with the applicant and other property owners within the affected area on the preparation of a master development plan ("master plan"). The General Plan requires the completion and adoption of a master plan before annexation and development can proceed within the Northeast Urban Center.

**FISCAL IMPACT**

As it relates to the immediate requests for Council consideration, as mentioned above, the City would bear a small portion of the overall cost of the EIR. Out of the total costs associated with the preparation of the EIR identified above, the City proposes to fund a total of \$96,431.57, which includes a portion (12.6%) of the EIR cost, as well as portions of the admin fee and water and sewer studies. Adequate resources are available through the City's General Plan Consultant funding.

	<b>EIR Cost</b>	<b>Admin Fee (15%)</b>	<b>Water &amp; Sewer Studies</b>	<b>Total</b>
City of Clovis	\$60,810.06	\$9,121.51	\$26,500	\$96,431.57
Applicant(s)	\$421,809.44	\$63,271.42	\$26,500	\$511,580.86
<b>Total</b>	<b>\$482,619.50</b>	<b>\$72,392.93</b>	<b>\$53,000</b>	<b>\$608,012.43</b>

Beyond the City's portion of the total costs, the remaining expenses will be funded by Wilson Premier Homes and Stone Valley Communities – Manny Penn. The cost-sharing between these two parties will be incorporated into the owner agreements. All other fees related to the request, such as entitlement fees and/or LAFCo application fees would be paid for by the applicant(s).

As it relates to the fiscal impact of expanding the SOI in and of itself, the impact would be minimal at the time the SOI is modified. However, at the point of annexation, and subsequent development entitlements, an impact on the City's ability to provide services will be realized. The fiscal impacts on the City will be analyzed at the time of an annexation request for the subject property. It is likely that, as a component of either the SOI amendment and/or annexation, the tax-sharing memorandum of understanding (MOU) will need to be negotiated between the County of Fresno and the City.

**REASON FOR RECOMMENDATION**

Staff is seeking City Council authorization for the City to enter into an agreement with De Novo Planning Group for the preparation of an EIR related to the request to include ±923 acres in the City of Clovis SOI, and for staff preparation and submittal of an application to LAFCo. Authorization to proceed as requested would allow the preparation of technical

studies to begin gathering and assessing in greater detail the potential impacts of the expanded SOI.

### **ACTIONS FOLLOWING APPROVAL**

If directed by City Council to proceed, the following will occur:

- Staff will finalize the consultant agreement with De Novo for the preparation of the EIR;
- Upon execution of the consultant agreement, a public EIR scoping meeting will occur providing another opportunity for public input;
- Staff will begin engaging with Fresno County staff for negotiating an amendment to the Memorandum of Understanding and Tax Sharing Agreement;
- Staff will prepare and submit an application to LAFCo so that the MSR can begin as the EIR is being prepared; and
- Staff will work with applicant on determining necessary entitlements (i.e., General Plan Amendment, Master Plan, Rezoning, Tract Maps, etc.).

Prepared by: McKencie Perez, Senior Planner

Reviewed by: City Manager 

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

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS  
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTANT AGREEMENT  
WITH DE NOVO PLANNING GROUP FOR THE PREPARATION OF AN  
ENVIRONMENTAL IMPACT REPORT AND RELATED SERVICES

**WHEREAS**, a request from Wilson Premier Homes was received by the City of Clovis to amend the Clovis Sphere of Influence; and

**WHEREAS**, the City requires assistance from an external consulting firm to assist with the preparation of an Environmental Impact Report and related services for purposes of analyzing potential environmental effects, related to a request for a Sphere of Influence Amendment to include approximately 923 acres generally located north of Shepherd Avenue to Behymer Avenue, from Sunnyside Avenue to the Big Dry Creek Dam, pursuant to the California Environmental Quality Act; and

**WHEREAS**, De Novo Planning Group was selected to perform these services based on their substantial experience with the preparation of Environmental Impact Reports and technical studies for similar projects, their familiarity with the required scope of work, and their involvement on projects in the surrounding area.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Clovis Council approves the consultant agreement with De Novo Planning Group attached hereto as **Attachment A** addressing the preparation of an Environmental Impact Report and related services, and authorizes the City Manager to execute the consultant agreement with De Novo Planning Group.

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on November 14, 2022, by the following vote, to wit.

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

DATED: November 14, 2022

\_\_\_\_\_  
Mayor

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



**CITY OF CLOVIS  
CONSULTANT SERVICE AGREEMENT**

**VISTA RANCH SPHERE OF INFLUENCE AMENDMENT**

This Consultant Services Agreement ("Agreement") is entered into between the City of Clovis, a California general law city ("City") and De Novo Planning Group, a California Corporation ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on November 14, 2022 ("Effective Date").

**RECITALS**

- A. City desires to obtain planning and environmental study services ("Services") for the proposed Vista Ranch Sphere of Influence Amendment Project "(Project)" as more fully described in the Scope of Work for the Project (**Exhibit A**), and Budget for the Project (**Exhibit B**), which are incorporated herein by reference.
- B. Consultant is engaged in the business of furnishing the Services and hereby warrants and represents that Consultant is qualified, experienced, and capable of performing the Services, and possesses any required licenses, certifications, security/bonding, and/or training necessary to perform the Services.
- C. City desires to retain Consultant, and Consultant desires to provide the City with the Services, on the terms and conditions as set forth in this Agreement.

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

**AGREEMENT**

1. **Scope of Services.** Consultant shall perform the Services described in the Recitals and detailed in **Exhibits A and B**. Changes in the scope of Services, including the work performed and/or deliverables produced, shall be made in writing and particularly describe the changes in Services, including payment/costs and schedule/term, as applicable.
2. **Priority and Conflicts; Exclusions.** If the terms and requirements of this Agreement conflict with **Exhibits A or B**, the terms of this Agreement shall control. No contractual terms and/or conditions found in **Exhibits A or B** shall purport to waive, disclaim, or limit Consultant's liability, indemnification obligations, warranties, damages for breach or delay, or any security, bonding, or insurance requirements, and any such provisions shall have no force or effect with respect to this Agreement and the Services performed by Consultant.
3. **Term of Agreement; Commencement of Services; Schedule.** The term of this Agreement shall commence on the Effective Date, and Consultant shall begin performing the Services on that date, unless otherwise instructed by City. The Services shall proceed in accordance with the Task Schedule set forth in **Exhibits A and B**, and Consultant shall continue with the Services until satisfactorily completed, as determined by City. The Task Schedule shall be subject to modification based on the City's operational needs. City will notify Consultant in advance of any modification to the Task Schedule.
4. **Payment for Services.** City shall pay Consultant for the Services performed pursuant to this Agreement according to the rate(s) stated in **Exhibit B**. The individual budget amounts for each task, and the cumulative budget totals, paid by City to Consultant shall not exceed the amounts set forth in **Exhibit B**. The foregoing is inclusive of all labor, equipment, materials, costs and expenses, taxes, and overhead. City shall pay Consultant

for Services satisfactorily performed pursuant to this Agreement.

Consultant shall submit monthly invoices to City containing detailed billing information regarding the Services provided and amounts expended to date, which shall reflect the City's initial deposit.

Consultant recognizes that the Project is being initiated by the development community, with the principal developer being Wilson Homes ("Developer"). City will be entering into a contract with Wilson Homes to fund most of the costs of the Services. Therefore, City's ability to pay Consultant for the Services will be dependent in substantial part on payment by the Developer.

After receipt of Consultant's monthly invoice, City shall apply funds from any Developer deposit made for the purposes of funding the Project and make payment to Consultant within thirty (30) days after receipt of invoice. If Developer funds on deposit are insufficient to cover the invoice, City shall take reasonable steps to ensure that payment to Consultant for its invoice is made to Consultant within sixty (60) days of submittal to the City; provided, however, the parties acknowledge and agree that payment to Consultant for the invoice shall not be due and payable from the City until such time as City has sufficient funds on deposit from Developer to pay such invoice amount.

Should the Developer decide to abandon the Project by not making further deposits to City, City and Developer will work cooperatively together to terminate the Services or otherwise negotiate amendments to this Agreement.

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

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

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

8. Subcontractor Provisions. Consultant shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Consultant owes to City; (b) make clear that City intends to rely upon the reports,

opinions, conclusions and other work product prepared and performed by subcontractors for Consultant; and (c) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement.

9. Power to Act on Behalf of City. Consultant is not acting as an agent of City and shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.
10. Record Keeping; Reports. Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Consultant and its subcontractors for inspection and audit purposes. Consultant shall provide City with a working draft of all reports upon reasonable request by City and of all final reports prepared by Consultant under this Agreement.
11. Ownership and Inspection of Documents. All data, tests, reports, analyses, documents, records, conclusions, opinions, recommendations and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs or other electronic devices ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of City. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.
12. Confidentiality. All Work Product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors to be bound to these confidentiality provisions.
13. City Name and Logo. Consultant shall not use City's name or insignia, photographs relating to the City projects or work for which Consultant's services are rendered, or any publicity pertaining to the Consultant's Services under this Agreement in any magazine, trade paper, newspaper, television or radio production, internet website, social media, or other similar medium without the prior written consent of City.
14. Conflicts of Interest. Consultant warrants that neither Consultant nor any of its employees have an improper interest, present or contemplated, in the Services which would affect Consultant's or its employees' performance of the Services and the Work Product produced. Consultant further warrants that neither Consultant nor any of its employees have real property, business interests or income that will be affected by the Services. Consultant covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Consultant shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission.
15. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Consultant, or any successors in interest, in the event of a default or breach by City for any amount which may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.
16. City Right to Employ Other Consultants. Unless **Exhibit A** specifically provides that the Services City

seeks pursuant to this Agreement are exclusive to Consultant, this Agreement and performance of the Services are non-exclusive and City reserves the right to employ other consultants in connection with the Services while this Agreement is in effect.

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

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

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

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

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

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

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

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

21. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements

herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT

CITY OF CLOVIS

By: \_\_\_\_\_

By: \_\_\_\_\_

John Holt, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Party Identification and Contact Information:

**Consultant**

Company Name

Attn: Name

Title

Address

City, State

\_\_\_\_\_ [E-Mail Address]

\_\_\_\_\_ [Phone Number]

**City of Clovis**

Department Name

Attn: Name

Title

1033 Fifth Street

Clovis, CA 93612

\_\_\_\_\_ [E-Mail Address]

\_\_\_\_\_ [Phone Number]

ATTEST

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

APPROVED AS TO FORM

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

# **EXHIBIT A SCOPE OF WORK**



October 26, 2022

McKencie Perez, MPA, Senior Planner  
City of Clovis -  
Planning and Development Services  
1033 Fifth Street  
Clovis, CA 93612

**SUBJECT: Proposal to prepare an Environmental Impact Report for the City of Clovis SOI Expansion/Vista Ranch Master Plan and Related Land Use Entitlements, Clovis, California.**

Dear Ms. Perez,

We understand that the proposed Project is a 923-acre SOI expansion area, that is divided up into the 509-acre Vista Ranch Master Plan, a 25-acre Stone Valley Communities site, and a remaining 389 acres of land adjacent to these properties. We understand that property owners have requested a project-level of analysis on a portion of the proposed Project (Phase 1), and the remaining area (Phase 2) is intended to be analyzed at a program-level only at this time. We understand that the project area can be described as follows:

Project Area – Sphere of Influence Expansion to include the entire +/-923 acres Project Area, plus the Sunnyside and Behymer right-of-ways;

- +/-509-acre Vista Ranch Master Plan
  - +/-366 acres proposed by Wilson Premier Homes, Inc. (Project-level Analysis) - General Plan Amendment, Pre-zone, Annexation, Tentative Map, Master Plan Community Overlay District, and Planned Development Permit (this area is assumed accessible by permission from Wilson Homes and will have full field surveys);
  - +/-143 acres controlled by others (Program-level Analysis)– General Plan Amendment, Pre-zone, Annexation (this area may not be accessible by the property owners and will not have full field surveys);
- 25-acre Stone Valley Communities site (Project-level Analysis) - General Plan Amendment, Pre-zone, Annexation, Tentative Map, and Residential Site Review (this area is assumed accessible by permission from Stone Valley Communities and will have full field surveys);
- +/-389-acre remainder (Program-level Analysis Only) – This area will not receive any entitlements other than to be included in the SOI Expansion (this area is not anticipated to be accessible and will not have full field surveys).

The enclosed proposal includes a scope, schedule, and budget necessary to cover the scope and budget. Speaking for the entire De Novo Team, we truly appreciate being considered for this project. We trust that the enclosed information is adequate for your evaluation, but should you need anything else, please do not hesitate to contact me at 916-580-9818.

Sincerely,



Steve McMurtry, Principal  
DE NOVO PLANNING GROUP, INC.

## PROJECT APPROACH AND SCOPE OF WORK

### PROJECT UNDERSTANDING

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We understand that the Proposed Project is +/-923 acres, and that the entitlements being requested vary by area/property owner. We understand that the project area can be described as follows:

- Project Area – Sphere of Influence Expansion to include the entire +/-923 acres Project Area, plus the Sunnyside and Behymer right-of-ways;
  - +/-509-acre Vista Ranch Master Plan
    - +/-366 acres proposed by Wilson Premier Homes, Inc. (Project-level Analysis) - General Plan Amendment, Pre-zone, Annexation, Tentative Map, Master Plan Community Overlay District, and Planned Development Permit (this area is assumed accessible by permission from Wilson Homes and will have full field surveys);
    - +/-143 acres controlled by others (Program-level Analysis)– General Plan Amendment, Pre-zone, and Annexation (this area may not be accessible by the property owners and will not have full field surveys);
  - 25-acre Stone Valley Communities site (Project-level Analysis) - General Plan Amendment, Pre-zone, Annexation, Tentative Map, and Residential Site Review (this area is assumed accessible by permission from Stone Valley Communities and will have full field surveys);
  - +/-389-acre remainder (Program-level Analysis Only) – This area will not receive any entitlements other than to be included in the SOI Expansion (this area is not anticipated to be accessible and will not have full field surveys).

### TASK 1 – PROJECT KICKOFF, DATA COLLECTION, AND BACKGROUND INFO

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Within one week of receipt of Notice to Proceed from the City, the De Novo team will have a conference call with City Staff to discuss the following:

- City preferences for point of contact, method of communication, meeting responsibilities, project updates, etc.,
- Collection of relevant background documents (adopted documents, reports, and studies), and
- Project deliverables.

### TASK 2 –NOTICE OF PREPARATION AND SCOPING MEETING

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De Novo will prepare an Initial Study and Notice of Preparation (NOP) in an administrative draft form for City staff to review. For the analysis, we will utilize the detailed project description

including text and graphics that has been provided to us by the project applicant. Comments received from City staff will be incorporated into the Initial Study and NOP for public distribution. De Novo will hand deliver the NOP with the proper notice to the State Clearinghouse for state review. De Novo will attend a public scoping meeting in coordination with City staff. We will present the findings from the Initial Study at the scoping meeting and collect comments from interested parties.

*Deliverables:*

- *One (1) electronic copy of the Admin Draft NOP with appendices, in MS Word and PDF format.*
- *One (1) CD of the Final NOP with appendices, in MS Word and PDF format.*
- *Ten (10) hard copies of the Final NOP with appendices.*

### TASK 3 –PROJECT DESCRIPTION AND ALTERNATIVES

De Novo will prepare a Project Description to be used for the EIR. The Project Description will satisfy the requirements of CEQA, and include appropriate maps, figures, tables, and/or graphics. We will also develop up to three alternatives during this task, which will include the CEQA-Required No Project Alternative. We will work closely with the City on the Project Description and development of the Alternatives. We recommend that this Task we performed as one of the first orders of business, and that we utilize the deliverable in the NOP (Task 2).

*Deliverables:*

- *One (1) electronic copy of the Project Description and Alternatives, in MS Word format.*

### TASK 4 –TECHNICAL STUDIES

This task includes preparation of technical studies to support the environmental analysis and to serve as substantial evidence for the findings pursuant to CEQA Guidelines. This task will include the following technical studies:

- Air Quality and Greenhouse Gas Emissions (De Novo Planning Group)
- Biological Resources (De Novo Planning Group for the Stone Valley project site, and ECORP Consulting for the Wilson Premier Homes, Inc. project site)
- Cultural Resources (Peak & Associates for the Stone Valley project site, and ECORP Consulting for the Wilson Premier Homes, Inc. project site)
- Noise (MD Acoustics)
- Transportation Impact Study (assumes VMT and LOS analysis) (LSA & Associates)

*Deliverables:*

- *One (1) electronic copy of each technical study, in MS Word and PDF format.*

## TASK 5 PREPARE AN ADMINISTRATIVE DRAFT EIR

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De Novo will prepare the Draft EIR for the project in an administrative draft form for City staff to review. The EIR will be intended to provide the information and environmental analysis necessary to assist public agency decision-makers in considering approval of the project. The EIR will incorporate the technical studies identified under Task 4, as well as the Project Description and Alternatives identified in Task 3.

The EIR is anticipated to be a project-level and program-level EIR. The project-level analysis will be limited to the 366-acre Vista Ranch Master Plan site, and the 25-acre Stone Valley Communities site. Approximately 143 acres within the Vista Ranch Master Plan site and the remaining 389 acres will not be analyzed at a project-level. The program-level analysis will cover the entire 923-acre SOI Expansion Area. The program-level analysis assumes that the land uses within this area will remain the same as what is currently approved within the General Plan, with the exception of the Vista Ranch Master Plan and Stone Valley Communities site.

The Draft EIR will consider all potential environmental effects of the project to determine the level of significance and will analyze these potential effects to the detail necessary to make these determinations on significance. Each section will include GIS graphics and figures to create an easy to comprehend document that is user-friendly. The detailed technical scope follows.

### *Deliverables:*

- *One (1) electronic copy of the Administrative Draft EIR with appendices, in MS Word and PDF format.*

### *Technical Scope for Draft EIR:*

The Draft EIR will consist of the following sections:

#### EXECUTIVE SUMMARY

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This section will provide a concise description of the project, the potential areas of controversy, issues to be resolved, project alternatives, and a summary of impacts and mitigation measures. The intent of this section is to provide the City and the public with a simple and easy to understand overview of the project and related issues, which will be analyzed and discussed much more thoroughly in the contents of the EIR.

#### INTRODUCTION

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The Introduction will serve as an overview of the EIR, describing its purpose and relevant environmental review procedures, the document organization, and the methodology used.

#### PROJECT DESCRIPTION

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The Project Description section will consist of a detailed description of the project, including the proposed actions, the project goals and objectives, and the relationship of the project to other regional plans and projects. This section will also present the City's and other agency involvement in the project, and the use of the EIR by other agencies, including permits and

approvals. This section will be consistent with the requirements of State CEQA Guidelines Section 15124.

#### ENVIRONMENTAL SETTING, IMPACTS, AND MITIGATION MEASURES

The Environmental Setting, Impacts, and Mitigation Measures section will present a detailed discussion of each individual environmental topic. Each discussion will include the following:

- An environmental setting and environmental baseline conditions (including figures and GIS graphics);
- The applicable local, state, and federal regulatory setting;
- The threshold of significance used for each impact determination;
- The methodology used for conducting the environmental analysis and making significance determinations;
- An analysis of all identified direct and indirect impacts associated with project;
- An analysis of the cumulative impacts associated with the project;
- Identification of mitigation measures to reduce impacts; and
- A determination of the significance of each impact after mitigation.

De Novo will work closely with City staff to formulate the appropriate mitigation measure language and timing that is appropriate for inclusion in the EIR. Each EIR section will be organized concisely for ease of use and future reference.

#### AESTHETICS/VISUAL RESOURCES

This section will identify applicable General Plan policies that protect the visual values located along public roadways and surrounding land uses, and will also address the potential for the project to substantially impair the visual character of the project vicinity. The analysis will address the proposed design and landscaping plans developed by the applicant and provide a narrative description of the anticipated changes to the visual characteristics of the project area as a result of project implementation and the conversion of the existing on-site land uses to an urbanized use. If architectural renderings are available for the proposed project, we will compare and contrast design elements to existing architecture and design standards in the city. The analysis will also address potential impacts associated with light spillage onto adjacent properties during nighttime activities. This section of the EIR will provide a discussion of viewsheds, proximity to scenic roadways and scenic vistas, existing lighting standards, an impact analysis, and recommendations for mitigating potentially significant impacts. (Note: Visual simulations are not included in this scope, but can be added upon request.)

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts on aesthetics/visual resources.

## AGRICULTURAL RESOURCES

This section will describe the character of the region's agricultural lands, including maps of prime farmlands, other important farmland classifications, and protected farmland (including Williamson Act contracts). The County Agricultural Commissioner's Office and the State Department of Conservation will be consulted and their respective plans, policies, laws, and regulations affecting agricultural lands will be presented.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to offset the loss of agricultural lands and Williamson Act cancellations as a result of project implementation. Mitigation will be developed as feasible.

## AIR QUALITY

This section will incorporate the Air Quality Study prepared by De Novo. It is noted that the project site is located within the jurisdiction of the San Joaquin Valley Air Pollution Control District (SJVAPCD). The project may result in short-term construction-related emissions and long-term operational emissions, primarily attributable to emissions from vehicle trips and potentially from industrial sources. We will consult with the SJVAPCD regarding the project's potential to cause impacts, and the applicability of the SJVAPCD's Rules and Regulations. The Air Quality analysis will include the following:

- Regional air quality and local air quality in the vicinity of the project site will be described. Meteorological conditions in the vicinity of the project site that could affect air pollutant dispersal or transport will be described. Applicable air quality regulatory framework, standards, and significance thresholds will be discussed.
- Short-term (i.e., construction) increases in regional criteria air pollutants will be quantitatively assessed. The ARB-approved CalEEMod computer model will be used to estimate regional mobile source and particulate matter emissions associated with the construction of the proposed project.
- Long-term (operational) increases in regional criteria air pollutants will be quantitatively assessed for area source, mobile sources, and stationary sources. The ARB-approved CalEEMod computer model will be used to estimate emissions associated with the proposed project. Exposure to odorous or toxic air contaminants will be assessed through a screening method as recommended by the SJVAPCB.
- Local mobile-source CO concentrations will be assessed through a CO screening method as recommended by the SJVAPCD. Mobile source CO concentrations are modeled for signalized intersections expected to operate at unacceptable levels of service (i.e., LOS E or worse). If the screening method indicates that modeling is necessary, upon review of the traffic analysis, CO concentrations will be modeled using the Caltrans-approved CALINE4 computer model.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts on air quality.

#### BIOLOGICAL RESOURCES

This section will incorporate the Biological Study prepared using technical studies prepared by De Novo and ECORP under Task 4. This will also include a peer review of the technical studies prior to their inclusion in this chapter. The scope of the biological study is as follows:

- **Records Search:** This will include various biological database searches, including a search of the California Natural Diversity Database (CNDDDB), the California Native Plant Society's Electronic Inventory, the California Wildlife-Habitat Relationships database, and the United States Fish and Wildlife Service's list of special-status species with potential to occur in the region.
- **Field Survey:** The timing of the biological survey should coincide with the flowering season (Spring March-May) so the survey would be considered a protocol level plant survey. We understand that some of the study area has had extensive biological field surveys performed, including the swales or drainages. The field survey for the project area will be a habitat assessment, and is not intended to be a protocol level wildlife survey or wetland delineation needed to facilitate regulatory permitting. It may be determined during the habitat assessment and records search, that a protocol level survey and/or wetland delineation are warranted, which can be added to the scope upon request.

*(Note: No field surveys will be performed on the 143 acres within the Vista Ranch Master Plan site that is not being analyzed at a project-level. Additionally, the remaining 389 acres outside the Vista Ranch Master Plan will not receive field surveys. We anticipate a windshield survey from the public right-of-way, as well as aerial and map reviews to be performed in this area.)*

- **EIR Section/Reporting:** This EIR section will present the regulatory setting, including a summary of all relevant federal, state, and local laws and regulations that apply to the protection of biological resources, and will provide an analysis including the methodology, thresholds of significance, and a summary of local biological resources, including descriptions and mapping of plant communities, the associated plant and wildlife species, and sensitive biological resources known to occur, or with the potential to occur in the project vicinity. The biological resources analysis will conclude with a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented in order to reduce impacts on biological resources and to ensure compliance with the federal and state regulations.

## CULTURAL RESOURCES

This section will incorporate the Cultural Study prepared by Peak Associates under Task 4. This section will also include a peer review of a Cultural Study prepared by ECORP, and incorporation of that study into the EIR. The scope of this section is as follows:

- A record search will be conducted through the South San Joaquin Valley Information center of the California Historical Resources Information System to identify previous surveys and recorded sites in or within 0.125 miles of the Development Area and SOI Expansion Area.
- Research will be undertaken on the SOI Expansion Area utilizing all available sources to identify potential cultural resources concerns. Sources include old County maps, regional maps, topographic maps, County histories and other resources, most of which are available in our office or through on-line sources. This review will allow for the identification of potential prehistoric period site location, historic buildings and structures, historic sites, and associations with important people and events, wherever possible.
- The 25-acre Stone Valley Communities site will be field surveyed by Peak, using complete coverage. Any sites found in the field will be recorded and photographed. Site forms will be completed for each prehistoric and historic site located in the survey. Sites will be analyzed for their significance to the degree possible from surface evidence.
- The 366-acre Vista Ranch Master Plan site will be surveyed by ECORP under a separate contract. The technical report will be provided to our team and will be peer reviewed by Peak.
- The 143 acres within the Vista Ranch Master Plan site and the remaining 389 acres within the SOI Expansion Area will not be field surveyed.
- A technical report will be prepared for the SOI research. The report will also include maps in a confidential appendix showing sites or potential sites of concern.
- We will participate in addressing project comments regarding cultural features in the Project Area.

This EIR section will include a full discussion of any cultural or historical resources found during the site investigations and a comprehensive mitigation plan to address any potentially significant impacts identified.

## GEOLOGY AND SOILS

The De Novo team will prepare a geohazards evaluation of the project site. The scope of work will include the following:

- Review published documents, geologic maps and other geological and geotechnical literature pertaining to the site and surrounding area to aid in evaluating geologic resources and geologic hazards that may be present.



- Review documents provided by the project applicant(s). Potentially useful documents may include geotechnical, geologic, and environmental reports, site plans, plot plans, and correspondence with regulatory agencies.
- Review aerial photographs of the site to aid in evaluating geologic hazards that may be present.
- Perform a site reconnaissance to observe the site and features of interest identified during the literature and air photo evaluations.
- Prepare a geohazards evaluation to address soils, geology, and seismicity issues.
- Propose mitigations, as applicable, to address identified impacts.

The work for this section will include a description of the applicable regulatory setting, a description of the existing geologic and soils conditions on and around the project site, an evaluation of geologic hazards at the project site, a description of the nature and general characteristics of the subsurface conditions within the project site, and the provision of findings and potential mitigation strategies to address any geotechnical concerns or potential hazards. The geohazards evaluation is sufficient for use in the EIR, but building, improvements, and grading plans/permits will ultimately require a design-level geotechnical report with borings and soil testing to be prepared, which is not included in this scope.

#### GREENHOUSE GASES AND CLIMATE CHANGE

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This section will incorporate the Air Quality Study prepared by De Novo. De Novo will prepare a Green House Gas Emissions analysis pursuant to the requirements of Executive Order S-3-05 and The Global Warming Solutions Act of 2006 (AB 32). The analysis will follow the California Air Pollution Control Officers Association (CAPCOA) white paper methodology and recommendations presented in Climate Change & CEQA, which was prepared in coordination with the California Air Resources Board and the Governor's Office of Planning and Research as a common platform for public agencies to ensure that GHG emissions are appropriately considered and addressed under CEQA. This analysis will consider a regional approach toward determining whether GHG emissions are significant, and will present mitigation measures to reduce impacts. The discussion and analysis will include quantification of GHGs generated by the project using ARB-approved CalEEMod computer model as well as a qualitative discussion of the project's consistency with any applicable state and local plans to reduce the impacts of climate change. The De Novo team will work with City staff to implement a methodology and mitigation strategy that meets all legal requirements and is consistent with current City policies and preferences.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts associated with greenhouse gas emissions.

## HAZARDS/HAZARDOUS MATERIALS

The De Novo team will prepare an environmental hazards evaluation in accordance with accepted guidelines for the preparation of an EIR. The environmental hazards evaluation will include a review of hazardous site databases (i.e. California Environmental Protection Agency's (Cal EPA) Cortese List, the Department of Toxic Substances Control Envirostor database, the State Water Resources Control Board Geotracker database, Cal-EPA's CAL-SITES Abandoned Site Program Information System (ASPIS) database, and others that are deemed relevant). We will perform a site reconnaissance to observe the site and areas of potential interest. Based on the findings in the evaluation, we will propose mitigations, as applicable, to address identified impacts. This section of the EIR will present the methodology, thresholds of significance, impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts, as applicable. (Note: The environmental hazards evaluation is not a Phase 1 ESA for purposes of real estate transaction or financing.)

## HYDROLOGY/WATER QUALITY

This section of the EIR will present the existing FEMA flood zones, levee protection improvements, reclamation districts, SB5 requirements including 200-year flood mapping (if available), and risk of flooding on the project site and general vicinity. We will consult with the applicable reclamation district if needed. We will review the drainage study/calculations, and improvement plans prepared by the applicant's engineer for the proposed project if available. We will summarize onsite hydrology and hydraulic calculations (if available from applicant's engineer) under existing and proposed conditions. Some of the specific items to be reviewed include: land use classification; acreage calculations; runoff coefficients; time of concentration; and methodology. Calculations will be reviewed for reasonableness and consistency with the site plan and with the City's master plans.

We will also review the project plans and other existing information to evaluate the potential construction and operational impacts of the proposed project on water quality. We will describe the surface drainage patterns of the project area and adjoining areas based on the drainage study/calculations, and improvement plans; and identify surface water quality in the project area based on existing and available data. We will identify 303D listed impaired water bodies in the vicinity of the project site. Conformity of the proposed project to water quality regulations will also be discussed. Mitigation measures will be developed to incorporate Best Management Practices (BMPs), consistent with the requirements of the Central Valley Regional Water Quality Control Board (CVRWQCB) to reduce the potential for site runoff.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts associated with hydrology and water quality.

## LAND USE PLANNING

This section will include a detailed discussion of the project entitlements as it relates to the existing General Plan, Zoning Code, and other local regulations. We will discuss and map the existing and planned land uses and the character of the region. The local, regional, state, and federal jurisdictions potentially affected by the project will be identified, as well as their respective plans, policies, laws, and regulations (including zoning), and potentially sensitive land uses. We will evaluate the proposed project for consistency the General Plan, the Zoning Ordinance, and other local planning documents. Planned development and land use trends in the region will be identified based on currently available plans. Reasonably foreseeable future development projects within the region will be noted, and the potential land use impacts associated with the project will be presented.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to ensure consistency with the existing and planned land uses.

## MINERAL RESOURCES

This section of the EIR will include a detailed discussion of the mineral resources documented on the project site and in the vicinity, Mineral Resource Zone mapping, history of mining in the region and vicinity, and local, state, and federal policies related to mineral resources and mining. This section will provide an analysis including the thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented. It is anticipated that mineral resources may be determined to be less than significant in the Initial Study and may not require a full EIR section. In this event, we will include a discussion of the findings from the Initial Study in a separate section of the EIR that presents environmental topics that were found to be less than significant in the Initial Study.

## NOISE

This section will incorporate the Noise Study prepared by MD Acoustics under Task 4. The section includes a programmatic level analysis for the entire 923 acres, with a project-level analysis for the 366-acres within the Vista Ranch Master Plan Area and 25-acre Stone Valley Communities site. The scope of the noise study is as follows:

- Background Review and Baseline Conditions
  - Review relevant project and site background information, base graphics showing the site vicinity, the proposed project and adjacent land uses.
  - Discuss with the Client and the Lead Agency project details including, the Technical Noise and Vibration Study approach, the existence of any known noise producers that could impact the study areas that need to be addressed within the technical study and the best locations for noise measurements.

- Visit the project site and perform up to seven (7) 15-minute noise measurements (short-term) throughout the Plan Area and document baseline conditions.
- Construction Noise and Vibration
  - Evaluate the potential for construction noise impacts at the Project Level and at the Programmatic Level; determine if they are likely to exceed applicable City standards at sensitive receptors; and recommend mitigation measures to help reduce impacts to sensitive receptors, if necessary.
  - Evaluate the potential for ground borne vibration impacts at the Project Level and the Programmatic Level; determine if they are likely to result in vibration damage or annoyance or exceed applicable City standards at sensitive receptors; and recommend mitigation measures to help reduce impacts to sensitive receptors, if necessary.
- Traffic Noise
  - Calculate existing and existing plus project traffic noise levels at the Project Level and at the Programmatic Level using FHWA modeling techniques.
  - Model future traffic noise levels associated with roadways at the Project Level and at the Programmatic Level to determine possible traffic impacts to future residential land uses.
- Operational Noise
  - Qualitatively discuss any potential operational noise impacts from noise generating land uses to at the Project Level and Programmatic Level in light of the City's noise ordinance.
- Technical Noise and Vibration Report/CEQA Checklist Analysis
  - Provide a Project Level and Programmatic Level noise study.
- Meetings
  - Attend up to two (2) City meetings (via conference call) during the Technical Noise Study process.
  - Note: If in person meetings are required, MD will bill on a T&M basis per schedule outlined in Exhibit A.
- Response to Comments
  - Provide up to two (2) sets of response to comments and one set of combined client/agency comments for each of the individual project specific noise impact analyses.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts associated with noise.

#### POPULATION AND HOUSING

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This section will begin with a detailed discussion of existing population and housing trends within the city. Relevant policies related to the location and intensity of housing development and population growth will be summarized and addressed. We will utilize the Housing Element to identify housing supply, and future availability of housing within the City. Potential impacts

related to the existing housing supply and the future availability of housing will be addressed. This section will include population growth and housing unit forecasts associated with full buildout of the proposed project and General Plan. It is anticipated that population and housing will be determined to be less than significant in the Initial Study and may not require a full EIR section. Growth inducing impacts will be discussed in the EIR section 4.0 Other CEQA Sections.

#### PUBLIC SERVICES/RECREATION

Implementation of the project has the potential to result in impacts to the public services and recreation. Specifically, implementation of the project may result in a significant increase in demand for public services and recreation in the project area and may result in level of service impacts to police, fire, and emergency service providers, as well as park and open space facilities.

We will contact public service and recreation providers in order to determine existing service levels in the project areas. This would include documentation regarding existing staff levels, equipment and facilities, current service capacity, existing service boundaries, and planned service expansions. We will review master plans from such public service and recreation providers. We will describe City policies, programs, and standards associated with the provision of public services and utilities.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented reduce impacts associated with public services and recreation.

#### TRANSPORTATION AND CIRCULATION

This section will incorporate the Transportation Impact Analysis (TIA) prepared by LSA Associates. The scope of the TIA is as follows:

**Project Understanding and Approach:** Based on our review of the City’s Request for Proposals and LSA’s knowledge of the local interest in the proposed Project, LSA understands that the City of Clovis is seeking to prepare a comprehensive and robust EIR to satisfy the requirements of CEQA. As part of the EIR, LSA will be preparing a TIA to satisfy requirements of CEQA. The TIA scope of work includes a program-level analysis of expanding the City’s SOI by approximately 923 acres with a project-level analysis covering 366 acres of the Vista Ranch Master Plan and the 25-acre Stone Valley Communities site, plus the Sunnyside and Behymer right-of-ways. The remaining 143 acres within the Vista Ranch Master Plan and 389 acres outside the Master Plan will be analyzed under a program-level. The proposed Project would include an SOI amendment, GPA, Master Plan Community Overlay, Planned Development Permit, annexation into the City, pre-zone, tract map approval, and residential site plan review. The following provides a summary of the proposed Project.

- Project Area – Sphere of Influence Expansion to include the entire +/-923 acres Project Area, plus the Sunnyside and Behymer right-of-ways;
  - +/-509-acre Vista Ranch Master Plan

- +/-366 acres proposed by Wilson Premier Homes, Inc. (Project-level Analysis) - General Plan Amendment, Pre-zone, Annexation, Tentative Map, Master Plan Community Overlay District, and Planned Development Permit (this area is assumed accessible by permission from Wilson Homes and will have full field surveys);
- +/-143 acres controlled by others (Program-level Analysis)– General Plan Amendment, Pre-zone, and Annexation (this area may not be accessible by the property owners and will not have full field surveys);
- 25-acre Stone Valley Communities site (Project-level Analysis) - General Plan Amendment, Pre-zone, Annexation, Tentative Map, and Residential Site Review (this area is assumed accessible by permission from Stone Valley Communities and will have full field surveys);
- +/-389-acre remainder (Program-level Analysis Only) – This area will not receive any entitlements other than to be included in the SOI Expansion (this area is not anticipated to be accessible and will not have full field surveys).

For purposes of this analysis, it has been assumed that those areas to be analyzed at a project-level are considered as Phase 1 while the areas not analyzed at a project-level are considered under Phase 2. Additionally, Phase 1 will be developed in two sub-phases, with the first sub-phase (Phase 1A) includes the 366 acres in the Vista Ranch Master Plan Area, and the second sub-phase (Phase 1B) includes the 25 ac Stone Valley Communities site. The TIA will include a CEQA Vehicle Miles Traveled (VMT) analysis and a Local Transportation Analysis (LTA). The VMT analysis will include a separate project level VMT analysis for Sub-phase 1A and 1B, and a plan level VMT analysis for Phase 2. For purposes of the LTA, Sub-phases 1A and 1B will be separately evaluated to identify potential circulation improvements required for each sub-phase under Phase 1.

*TASK 1: PROJECT ALTERNATIVES ANALYSIS* Based on our understanding of the project; the project applicant intends to evaluate land use options that will provide the greatest benefits to the local community while having the lowest environmental impacts. The ultimate goal will be to identify a project alternative that will be self-sustainable while reducing project related vehicle miles traveled (VMT) and greenhouse gas emissions (GHG). As part of this project, LSA will evaluate up to four land use alternatives at a plan level for the entire 923-acre site. The evaluation will be conducted using the Fresno COG Activity Based Model (ABM) in consultation with Fresno COG staff.

*TASK 2: TRANSPORTATION IMPACT ANALYSIS* - The proposed development is anticipated to include a project-level analysis for Phase 1, and a program-level analysis of Phase 2. Therefore, this scope of work takes into consideration both the project-level analysis (Phase 1) and the program-level analysis (Phase 2) for preparation of the Transportation Impact Analysis (TIA). Additionally, the Phase 1 will be developed in two sub-phases as described under the project understanding above.

For the purpose of developing this scope of work, the Interim Transportation Analysis Guidelines (dated July 2020) have been used. The Interim TIA guidelines require a TIA for projects in Clovis to include a VMT analysis (to fulfil CEQA requirements), as well as a Local Transportation Analysis (LTA). Based on the Interim TIA guidelines, the following scope of work has been prepared:

- *Project Sub-phases 1A & 1B VMT Analysis.* It is our understanding that the Sub-phases 1A & 1B development of the project will require a project level analysis. The VMT analysis will calculate the project-generated VMT per capita using the Fresno Council of Governments (COG) Activity-Based Model (ABM). This will be compared to Fresno County’s per-capita VMT. Per the City’s guidelines, a significant project-generated VMT impact would occur if the Project’s VMT per capita exceeds 13 percent below the existing countywide average. In the case of a significant VMT impact, appropriate mitigation measures to offset the VMT impacts will be recommended based on discussion with City staff.
- *Project Phase 2 VMT Analysis.* It is our understanding that the Phase 2 development of the project will require a program-level analysis. As such, the combination of Phase 1 and Phase 2 needs to be evaluated as a master plan or a specific plan. The corresponding VMT analysis needs to be prepared considering the entire project as a “plan”. The City’s current Interim TIA guidelines do not include any specific guidance for evaluating plans. Therefore, for purposes of this analysis, the “plan” level VMT analysis can be prepared following the Fresno COG VMT guidelines. As such, LSA will discuss with City staff the most appropriate approach prior to preparation of the VMT analysis for the “plan”.
- *Local Transportation Analysis.* The LTA for the proposed Project will be prepared to meet the requirements established by the City of Clovis and Caltrans. The LTA will include analysis of both Phase 1 (project-level analysis) and Phase 2 (program-level analysis). It is our understanding that that Phase 2 of the project will not require any General Plan amendment or zone change. Therefore, traffic generated from a portion of Phase 2 of the project is already analyzed in the General Plan. As such, no additional traffic will be generated from Phase 2 compared to what has already been evaluated in the General Plan. Thus, the Phase 2 analysis needs to evaluate intersections and roadway segments in and around the Phase 2 study area to determine roadway and intersection design within the project area. The scope of work for this LTA has been prepared based on this understanding of the project.

The primary objective of the analysis will be to study and determine the potential traffic operational issues on the circulation system in the vicinity of the Project site as a result of the proposed Project. The LTA will address existing traffic conditions, future traffic forecasts, and Project-related operational deficiencies and improvements, and will be prepared for submittal to the City and Caltrans.

As stated earlier, the proposed Project will require a GPA. Therefore, based on the City’s Interim TIA guidelines, the following seven scenarios will be analyzed:

1. Existing Conditions;

2. Existing Plus Project Conditions;
3. Near-Term Plus Project (Sub-phase 1A) Conditions;
4. Near-Term Plus Project (Sub-phase 1B) Conditions;
5. Near-Term Plus Project (Sub-phase 1A and 1B) Conditions;
6. Cumulative Year 2040 Without Project Conditions; and
7. Cumulative Year 2040 Plus Project (Sub-phase 1A, 1B, and Phase 2) Conditions.

Traffic conditions will be examined for the weekday a.m. and p.m. peak-hour conditions for study intersections. The a.m. peak hour is defined as the 1 hour of highest traffic volumes occurring between 7:00 a.m. and 9:00 a.m. The p.m. peak hour is the 1 hour of highest traffic volumes occurring between 4:00 p.m. and 6:00 p.m.

Specific tasks to be performed during the preparation of the LTA are as follows:

- Scoping Agreement Memorandum. Prior to preparation of the LTA, LSA will prepare a scoping agreement memorandum for submittal to the City's Traffic Engineering Manager. This will enable the scope of work to be finalized at the outset of the Project. Weekday a.m. and p.m. peak-hour trip generation for the proposed Project will be developed using rates from the Institute of Transportation Engineers (ITE) Trip Generation Manual (10th Edition) or other source approved by the City. Actual methodology for preparation of the trip generation and distribution will be developed in consultation with City staff. Upon completion of the memorandum, LSA will submit the analysis to the City to determine the scope for the LTA.
- Coordination with City Staff. Prior to preparation of the traffic study, LSA will consult with City staff to achieve the following:
  - Determine the appropriate study area.
  - Verify study area boundaries and analysis intersections.
  - Determine the appropriate near-term and cumulative conditions to be examined in the traffic analysis.
  - Verify the acceptability of traffic analysis assumptions, such as the a.m. and p.m. peak hours, Project trip generation, and trip distribution patterns.
  - Obtain information regarding the extension of Sunnyside Avenue and the proposed improvements at the intersection of Fowler Avenue/Shepherd Avenue.
  - Identify any other traffic issues that will need to be addressed in the study.
  - Per the City's TIA guidelines, the LTA study area must include the following:
    - Pedestrian, bicycle, and transit facilities within 0.5 mile from the Project site boundary;
    - All intersections that would provide direct access to the Project site;
    - All signalized intersections within 0.5 mile of the Project site boundary where the Project would add 50 or more peak-hour trips, and signalized intersections beyond 0.5 mile where the Project would add 100 or more peak-hour trips;



- All unsignalized intersections within 0.5 mile of the Project site boundary where the project would add more than 50 peak-hour trips;
- All freeway ramp intersections where a project would add 50 or more peak-hour trips.

For the purposes of this scope, LSA anticipates that the traffic analysis will examine 50 intersections, including the Project driveways, and 50 roadway segments. Prior to initiation of the LTA, LSA will prepare a detailed scoping letter for submittal to the City that shows the Project trip generation, distribution, and assignment of Project trips. The scoping letter will identify the final study area based on the Project trip distribution and assignment.

In addition, it is assumed that up to 40 approved and pending projects will need to be included in the analysis. It is also assumed that the City will provide the list of approved and pending projects before the analysis is started. It should be noted that the traffic scoping letter will also be submitted to the County of Fresno, City of Fresno and Caltrans for their review and approval. If City staff or these jurisdictions require additional intersections, projects, or operational issues that are not covered in this scope, it may be necessary to adjust the scope of work and budget.

- Data Collection & Site Visit. The following data will be required to prepare the traffic analysis for the proposed Project:
  - Site Visit. LSA staff will visit the Project site and gather information about lane geometrics, signal timing, signal phasing, roadway widths, etc.
  - Existing Intersection Traffic Counts. Existing intersection turn volumes for the a.m. and p.m. peak periods will need to be collected at all study intersections. Due to the current constraints on collecting new traffic counts, LSA will contact counters to evaluate the option of gathering historic count data at all study intersections. The methodology of developing existing (2021) traffic count data will be finalized in consultation with City staff.
  - Information on Cumulative Projects. LSA will contact the City's Planning and Development Department to obtain information about approved or pending projects in the vicinity of the proposed Project so that traffic generated by those projects may be incorporated into the LTA.
  - Existing Traffic Conditions. Existing a.m. and p.m. peak-hour traffic conditions and LOS will be assessed for the intersections identified for examination. Intersection LOS will be calculated using the appropriate Highway Capacity Manual, 6th Edition (HCM 6) analysis methodologies using Synchro 10 software. Per the City's TIA guidelines, roadway segment LOS shall be determined using Florida tables.
- Project Trip Characteristics and Changes to Traffic Patterns. Weekday a.m. and p.m. peak-hour trip generation for the Project will be developed using rates from the ITE Trip Generation Manual (10th Edition) or other source approved by the City. Actual methodology for preparation of the trip generation and distribution will be developed in consultation with City staff. Project trips will be distributed based on select zone runs developed using the Fresno COG's ABM and in consultation with City staff. Separate

- select zone runs will be developed for Sub-phase 1A (366 acres), 1B (25 acres), and Phase 2 (532.35 acres). Because Phase 2 of the project includes 532.35 acres, LSA proposes to create up to 5 new TAZs to develop the trip distribution and assignment under Phase 2. This will also help in determining trip interactions and internal capture within the project site. The Project trip assignment at study intersections will be obtained by multiplying the Project trip distributions at the intersections with the Project trip generation.
- Existing, Near-Term, and Cumulative Year 2040 with Project Traffic Conditions. Effects of the Project on traffic will be evaluated by adding the Project trip assignment to the corresponding without Project conditions. The resulting intersection and roadway segment LOS for each scenario will be calculated using the previously discussed methodologies.
  - Analysis of Traffic Operations and Recommended Circulation Improvements. Intersection and roadway segment LOS without the Project will be compared to the intersection and roadway segment LOS with the Project for each of the analysis scenarios to determine operational deficiencies. Furthermore, necessary improvements will be recommended to offset these deficiencies. Improvements may include intersection turn lanes, signalization, and segment lane additions. The LOS with the proposed improvements will be calculated and summarized, along with a comparison of the LOS without improvements.
  - Signal Warrant Analysis. Peak-hour approach volumes for the study intersections will be examined to determine whether signalization may be warranted at an unsignalized study intersection per the criteria defined in the California supplement of the Manual on Uniform Traffic Control Devices (CA-MUTCD).
  - Intersection Queuing Analysis. Per the City's TIA guidelines, an intersection queuing analysis is required to be conducted at all study area intersections. The queuing analysis will be prepared using Synchro for signalized intersections and SimTraffic for unsignalized intersections. Improvements will be recommended if queuing deficiencies are observed at study intersections.
  - Regional Transportation Mitigation Fee (RTMF)/Fair-Share Contributions. LSA will evaluate whether the recommended improvements identified in the LTA are included as part of the Fresno COG RTMF program or any other fee program. If it is determined that the improvement is not covered through any such fee program, the Project's fair-share cost contribution will be calculated based on Project traffic as a percentage of total growth from existing to cumulative year 2040 conditions.
  - Site Access and Circulation Analysis. The City's TIA guidelines require a detailed site access and circulation analysis to be included in the TIA to address safe and acceptable traffic operations. For purposes of this scope, LSA will evaluate intersection sight distance, location and distance of proposed primary access points from nearby intersections, pedestrian paths of travel, and other issues after discussions with City staff for the project level analysis of Phases 1A and 1B.
  - LTA: Freeway Ramp Queuing Analysis. Caltrans has been requesting freeway ramp queuing analysis at interchanges that would be influenced by the project to identify

potential traffic safety impacts. The evaluation of safety impacts will include a review for speed differential between the exit ramps queue and the mainline of the freeway during the same peak hour study period. The analysis will be performed as per the Caltrans *Interim Land Development and Intergovernmental Review (LDIGR) Safety Review Practitioners Guidance*, dated July 2020. The analysis will be conducted using HCM 6 methodologies and the Highway Capacity Software. For purposes of this scope of work, up to three interchanges would be included as part of the analysis. If additional interchanges are required to be included in the analysis, the scope and budget needs to be modified accordingly.

- Meetings. It is anticipated that LSA's Transportation Department staff will attend up to six meetings (including four public hearings) related to the processing of the proposed Project. The cost for attending up to six meetings is included within our budget. If LSA Transportation staff is required to attend additional meetings, a contract amendment may be required.
- Work Products. LSA will prepare a draft TIA report documenting analysis methodologies, existing conditions, near-term and cumulative year 2040 conditions, operational deficiencies, recommended improvements, and the Project contribution to these improvements.

The draft TIA will be submitted to the client for review and submittal to the City. This scope and budget includes one review/revision of the TIA to address City comments. Additional rounds of review/revision or provision of copies in excess of that stated in this proposal will require an amendment to this scope and cost estimate.

Upon revision, the final report will be submitted to the City as an Adobe Acrobat PDF file. The Project VMT Analysis task would take 5 weeks to complete following issuance of the Notice to Proceed (NTP). The Local Transportation Analysis task would take 12 weeks to complete following issuance of the NTP.

TASK 3: PUBLIC HEARINGS: LSA will attend two Planning Commission hearings and two City Council hearings. Attendance at additional meetings can be added to the scope as additional services, and an estimated cost for attendance is included in Section F, Project Cost.

TASK 4: PROJECT MANAGEMENT AND MEETINGS: Ambarish Mukherjee will undertake a variety of general project management tasks throughout the process of preparing the TIA. Mr. Mukherjee will provide input on scope, budget, and scheduling of the TIA and quality assurance for all work products. He will review all in-house prepared text, tables, and graphics before these materials are presented to the City as draft review documents.

Mr. Mukherjee will also be in charge of the day-to-day activities associated with the proposed Project. Project management tasks include regular client contact; oversight of team members; and development of products. As Project Manager, Mr. Mukherjee will attend all meetings and maintain a project schedule. He will monitor the project budget in light of progress in the project schedule and will communicate any potential deviations with the City in a timely manner. He will also provide direction to all team members that will ensure an internally consistent, coherent document.

Mr. Mukherjee, and LSA transportation staff, as appropriate, will be available to meet with the project team to discuss about transportation related issues of the project. The proposed cost estimate includes attendance by Mr. Mukherjee at the project kick-off meeting. In addition, LSA has budgeted (under this task) for attendance at up to three in-person or teleconference team meetings with the City.

#### UTILITIES AND SERVICES SYSTEMS

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This section will focus on wastewater, water, and storm drainage infrastructure, as well as other utilities (i.e. solid waste, gas, electric, etc.) that are needed to serve the proposed project. We understand that the City and/or applicant will provide us with utilities studies/calculations for our use in this section. This section will provide an analysis, including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts associated with utilities and service systems. A brief description of the wastewater, storm drainage, and water assessments are provided below.

**Wastewater:** We understand that the City will commission one of their consultants to prepare an analysis of wastewater service for the Project Area, and that once prepared it will be provided to De Novo for use in the EIR. We will analyze the impacts associated with on-site and off-site construction of the conveyance system, including temporary impacts associated with the construction phase. We will present the proposed infrastructure as provided by the developer's engineer. This will likely include a system of gravity pipes, pump station(s), and a forcemain(s). Lastly, we will discuss the disposal methods and location, including environmental impacts and permit requirements associated with disposal of treated wastewater. We will address the potential for the use of recycled water for irrigation to the extent allowed by the City's Waste Discharge Permit issued by the RWQCB.

**Storm Drain:** We understand that the City will commission one of their consultants to prepare an analysis of storm drainage service for the Project Area, and that once prepared it will be provided to De Novo for use in the EIR. We will analyze the impacts associated with on-site and off-site construction of the storm drainage system, including temporary impacts associated with the construction phase. We will identify permit requirements and mitigations needed to minimize and/or avoid impacts. We will present the proposed infrastructure as provided by the developer's engineer. We will review the proposed system for consistency with the FMFCD's Master Storm Drain Plan. This section will include some information that will also be presented in the hydrology and water quality section of the EIR (i.e. flood hazards), although the focus of this section will be on the environmental impacts associated with the system.

**Water Supply:** The EIR will require a Water Supply Assessment (SB 610/AB 221 Assessment) to support the analysis. We understand that the City will commission one of their consultants to prepare this document, and that once prepared it will be provided to De Novo for use in the EIR. We will utilize the water demand and supply calculations and conclusions in the EIR. We will analyze the impacts associated with on-site and off-site construction of the water system, including temporary impacts associated with the construction phase. We will identify permit

requirements and mitigations needed to minimize and/or avoid impacts. We will present the proposed infrastructure as provided by the developer's engineer. This will likely include a looped system of pipes, storage, wells, and pump station(s). We will review the proposed system for consistency with the City's Master Water Plan. This section will include some information that will also be presented in the hydrology and water quality section of the EIR although the focus of this section will be on the environmental impacts associated with the system.

#### ALTERNATIVES

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De Novo will coordinate with City staff to formulate up to three (3) alternatives for analysis in the EIR as required by the CEQA Guidelines. Our efforts will result in an EIR that will include an examination of a range of reasonable alternatives that could feasibly achieve the basic objectives of the project.

The CEQA Guidelines require that a "No Project" alternative be analyzed among the range of alternatives. An alternative location must also be analyzed unless it is determined by the lead agency that a feasible alternative location does not exist. If the lead agency determines that an alternative location does not exist, it must disclose the reasons for this conclusion in the EIR.

The alternatives section will provide a description and comparison of the alternatives. Finally, an environmental superior alternative will be selected. From our experience with similar EIRs, we will provide suggested alternatives for City staff to consider. Once the alternatives are initially formulated, they will be presented at the public scoping meeting and refined based on public input.

#### OTHER CEQA REQUIREMENTS

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The section will include the other required CEQA sections including issues previously determined to be less than significant, growth-inducing impacts, significant irreversible environmental effects, and a summary of significant and unavoidable impacts.

#### REPORT PREPARERS AND REFERENCES

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This section will provide a list of all persons, agencies, and references used to prepare the EIR.

### TASK 6 SCREEN-CHECK DRAFT EIR

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Comments received from City staff regarding the Administrative Draft EIR will be incorporated into a Screen-check Draft EIR for a final review by City staff prior to public circulation.

#### *Deliverables:*

- *One (1) electronic copy of the Screen-check Draft EIR with appendices, in MS Word and PDF format.*

### TASK 7 PUBLIC DRAFT EIR

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Comments received from City staff regarding the Screen-check Draft EIR will be incorporated into the Draft EIR for public circulation. After the document is finalized, we will publish the document and distribute it with the proper notices to the State Clearinghouse and the County

Clerk. We will anticipate that the City will publish a notice in a newspaper of regional circulation and will mail out the Notice of Availability to the City's distribution list. Additional press releases can be accommodated at the request of City staff.

*Deliverables:*

- *One electronic copy of the Draft EIR with appendices, in MS Word and PDF format.*
- *Ten (10) hard copies of the Draft EIR printed and bound with a Compact Disc (CD) or flash drive of the technical appendices attached to the inside of the back cover of the EIR.*
- *One (1) stamped copy of the Notice of Completion.*

#### TASK 8 PREPARE FINAL EIR AND MMRP

Upon completion of the public review period De Novo will prepare a written response to the public comments, and where necessary the appropriate revisions will be made to the EIR text. Any additional text will be marked in underline format and any deleted text will be marked in ~~strikeout~~ format. All responses will be prepared pursuant to Section 15088 of the State CEQA Guidelines and provided to City staff for review.

We anticipate 50 or fewer comment letters, eight to ten pages in length. Excessively long comment letters, or those that are complicated and require a significant effort and/or additional analysis to respond to are considered outside the scope of work and cost estimate.

We will include a Mitigation Monitoring and Reporting Program (MMRP) pursuant to Section 21081.6 of the Public Resources Code. The MMRP will consolidate information contained in the environmental analysis, including the specific mitigation measure, the party responsible for implementation, the party responsible for monitoring, the time frame for implementation, and a section for confirmation of implementation.

Comments received from City staff regarding the Administrative Final EIR will be incorporated into a Screen-check Final EIR for a final review by City staff prior to public circulation.

Comments received from City staff regarding the Screen-check Final EIR will be incorporated into the Final EIR for public circulation. After the document is finalized, we will produce the document and deliver it to the City for distribution with the proper notices.

*Deliverables:*

- *One (1) electronic copy of the Administrative Final EIR with appendices, in MS Word and PDF format.*
- *One (1) electronic copy of the Screen-check Final EIR with appendices, in MS Word and PDF format.*
- *Ten (10) hard copies of the Final EIR printed and bound with a Compact Disc (CD) or flash drive of the technical appendices attached to the inside of the back cover of the EIR.*

## TASK 9 PUBLIC NOTICES

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De Novo will be responsible for preparation of all public noticing requirements required under CEQA, including but not limited to, the Notice of Preparation, Notice of Completions, Notice of Availability, and Notice of Determination. This task assumes one round of revisions for each notice prepared. City staff will be responsible for mailing any of the notices locally; however, De Novo will be responsible for any required submittals to the State Clearinghouse. The City will be responsible for Planning Commission and City Council noticing.

### *Deliverables:*

- *Notice of Completion for NOP and Draft EIR filing at the SCH*
- *Notice of Preparation for filing with the County Clerk, SCH, City website, and legal ad*
- *Notice of Availability for filing with the County Clerk, SCH, City website, and legal ad*
- *Notice of Determination for filing with the County Clerk and SCH*  
(Note: We have not budgeted for the cost of CDFW or County Clerk filing fees for the NOD. We anticipate these to be paid by the project applicant.)

## TASK 10 STATEMENT OF OVERRIDING CONSIDERATIONS AND FINDINGS OF FACT

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De Novo will prepare the required CEQA Findings of Fact, and Statement of Overriding Considerations pursuant to requirements of Sections 15091 and 15093 of the State CEQA Guidelines. These deliverables will be prepared using the City's format and will be provided to City staff for an administrative review. Comments received from staff regarding the administrative draft will be incorporated into a Screencheck and final version of these deliverables for use by the City as necessary.

### *Deliverables:*

- *One (1) electronic copy of the Administrative findings of fact, and statement of overriding considerations, in MS Word and PDF format.*
- *One (1) electronic copy of the Screencheck findings of fact, and statement of overriding considerations, in MS Word and PDF format.*
- *One (1) electronic copy of the Final findings of fact, and statement of overriding considerations, in MS Word and PDF format.*

## TASK 11 PUBLIC HEARINGS

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In addition to the scoping meeting following preparation of the NOP, De Novo will attend up to two (2) Planning Commission hearings and two (2) City Council hearings. At each of the hearings, De Novo will work with City staff to prepare a PowerPoint presentation related to the CEQA portion of the project and address CEQA-related questions or comments that may come up. Each additional hearing/meeting will be charged on a time and materials basis not to exceed \$900/meeting.

## TASK 12: PROJECT MANAGEMENT

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This task includes time related to project management, including but not limited to, invoicing, check-in calls and/or meetings, throughout preparation of the EIR, and other project management related tasks. This task assumes bi-weekly check in calls, as well as up to three (3) in-person meetings with City staff and/or applicant, as needed.



## PROJECT SCHEDULE

<i>Project Task</i>	<i>Time Period (days)</i>	<i>Start</i>	<i>Finish</i>
Contract Award/Notice to Proceed	--	1-Dec-22	1-Dec-22
<b>Task 1 – Project Kickoff, Data Collection, and Background Information</b>			
Meet w/ City re: communication, deliverables	3	1-Dec-22	4-Dec-22
Collect background documents	2	4-Dec-22	6-Dec-22
<b>Task 2 &amp; 3 – NOP, Scoping Meeting, Project Description, and Alternatives</b>			
NOP, Project Description, and Alternatives	14	6-Dec-22	20-Dec-22
<i>Staff Administrative Review</i>	<i>21</i>	<i>20-Dec-22</i>	<i>10-Jan-23</i>
Complete Public NOP	7	10-Jan-23	17-Jan-23
<i>Statutory 30-day Public Review Period</i>	<i>30</i>	<i>17-Jan-23</i>	<i>16-Feb-23</i>
Public Scoping Meeting (tentative date)	20	6-Feb-23	6-Feb-23
<b>Task 4, 5, 6, &amp; 7 – Technical Studies, Admin Draft, Screencheck, and Public Review Draft EIR</b>			
Biological Resources Study	140	17-Jan-23	6-Jun-23
Cultural Resources Study	140	17-Jan-23	6-Jun-23
Traffic Study	140	17-Jan-23	6-Jun-23
Noise Study	140	17-Jan-23	6-Jun-23
Air Quality and Greenhouse Gas Study	140	17-Jan-23	6-Jun-23
Complete Administrative Draft EIR	150	17-Jan-23	16-Jun-23
<i>Staff Administrative Review</i>	<i>21</i>	<i>16-Jun-23</i>	<i>7-Jul-23</i>
Screen-check Draft EIR	21	7-Jul-23	28-Jul-23
<i>Staff Administrative Review</i>	<i>7</i>	<i>28-Jul-23</i>	<i>4-Aug-23</i>
Complete Public Draft EIR	7	4-Aug-23	11-Aug-23
<i>Statutory 45-day Public Review Period</i>	<i>45</i>	<i>11-Aug-23</i>	<i>25-Sep-23</i>
<b>Task 7, 8, and 9 – Final EIR and MMRP</b>			
Complete Administrative Final EIR	30	25-Sep-23	25-Oct-23
<i>Staff Administrative Review</i>	<i>14</i>	<i>25-Oct-23</i>	<i>8-Nov-23</i>
Screen-check Final EIR	14	8-Nov-23	22-Nov-23
Complete Admin Staff Report / Findings / Overriding Considerations	7	25-Oct-23	1-Nov-23
<i>Staff Review Staff Report / Findings / Overriding Considerations</i>	<i>7</i>	<i>1-Nov-23</i>	<i>8-Nov-23</i>
Complete Final EIR/Schedule Approval Hearing	7	8-Nov-23	15-Nov-23
Planning Commission Hearing	10	15-Nov-23	25-Nov-23
City Council Hearing	10	25-Nov-23	5-Dec-23

PROJECT COST

Task #	Task Description	McMurtry	Richie	Carroll	Smith	Anderson	De Novo	Subconsultants			Direct Costs	Totals
		Principal/PM \$175	Principal \$175	Senior \$130	Senior \$130	Associate \$120	GIS/Admin \$115	LSA Traffic	Peak Cultural	MD Acoustics Noise		
<b>1</b>	<b>Project Kickoff, Data Collection, and Background Information</b>											
1.1	Kickoff call w/ City re: communication, deliverables	1.0		1.0								2.0
1.2	Collect background documents	1.0		1.0	1.0	1.0	1.0					5.0
1.3	Refine scope/schedule as needed	1.0										1.0
	<i>Subtotal</i>	3.0	0.0	2.0	1.0	1.0	1.0					8.0
	<i>Task 1</i>	\$ 525.00	\$ -	\$ 260.00	\$ 130.00	\$ 120.00	\$ 115.00	\$ -	\$ -	\$ -	\$ -	\$ 1,150.00
<b>2</b>	<b>Notice of Preparation and Scoping Meeting</b>											
2.1	Prepare Admin Initial Study and NOP	4.0		8.0		32.0	6.0					50.0
2.2	Prepare NOP for Public Review	1.0		2.0		4.0	1.0				\$ 600.00	8.0
2.3	Scoping Meeting	5.0										10.0
	<i>Subtotal</i>	10.0	0.0	15.0	0.0	36.0	7.0					68.0
	<i>Task 2</i>	\$ 1,750.00	\$ -	\$ 1,950.00	\$ -	\$ 4,320.00	\$ 805.00	\$ -	\$ -	\$ -	\$ 600.00	\$ 9,425.00
<b>3</b>	<b>Project Description and Alternatives</b>											
3.1	Prepare Draft Project Description	2.0		12.0			2.0					16.0
3.2	Prepare Draft Alternatives	2.0		12.0			1.0					15.0
3.3	Prepare Final Project Description and Alternatives	1.0		5.0								6.0
	<i>Subtotal</i>	5.0	0.0	29.0	0.0	0.0	3.0					37.0
	<i>Task 3</i>	\$ 875.00	\$ -	\$ 3,770.00	\$ -	\$ -	\$ 345.00	\$ -	\$ -	\$ -	\$ -	\$ 4,990.00
<b>4</b>	<b>Technical Studies</b>											
4.1	Air Quality and Greenhouse Gas Emissions	2.0		4.0	45.0		2.0					53.0
4.2	Biological Resources	50.0		4.0			4.0					58.0
4.3	Cultural Resources	2.0		4.0					\$ 18,500.00			6.0
4.3	Noise	2.0		4.0						\$ 17,250.00		6.0
4.3	Traffic Impact Assessment	2.0		4.0				\$ 199,735.00				6.0
	<i>Subtotal</i>	58.0	0.0	20.0	45.0	0.0	6.0					129.0
	<i>Task 4</i>	\$ 10,150.00	\$ -	\$ 2,600.00	\$ 5,850.00	\$ -	\$ 690.00	\$ 199,735.00	\$ 18,500.00	\$ 17,250.00	\$ -	\$ 254,775.00
<b>5</b>	<b>Prepare Administrative Draft EIR</b>											
5.1	Cover/ Table of Contents/Graphics/GIS	1.0		2.0			12.0					15.0
5.2	Executive Summary/Introduction	1.0		1.0		8.0						10.0
5.3	Project Description	2.0		2.0		6.0						10.0
5.4	Aesthetics	2.0		18.0								20.0
5.5	Agricultural Resources	2.0		32.0								34.0
5.6	Air Quality	2.0		2.0	8.0							12.0
5.7	Biological Resources	2.0		2.0		8.0						12.0
5.8	Cultural Resources	2.0		2.0		8.0						12.0
5.9	Geology/Soils	2.0		24.0								26.0
5.10	Greenhouse Gases and Climate Change	2.0		2.0	8.0							12.0
5.11	Hazards/Hazardous Materials	2.0		2.0		24.0				\$ 800.00		28.0
5.12	Hydrology/Water Quality	2.0		24.0								26.0
5.13	Land Use Planning and Population	2.0		24.0								26.0
5.14	Noise	2.0		2.0		8.0						12.0
5.15	Public Services	2.0		24.0								26.0
5.16	Transportation/Circulation	2.0		2.0		12.0						16.0
5.17	Utilities	2.0		2.0		24.0						28.0
5.18	Cumulative Impacts	2.0		2.0		32.0						36.0
5.19	Alternatives	2.0		38.0								40.0
5.20	Other Mandated CEQA Sections	1.0		18.0								19.0
5.21	Report Preparers and References	1.0		1.0								2.0
5.22	Expanded Programmatic Discussion of SOI Area	6.0		10.0	18.0	18.0						52.0
5.23	Produce Admin. Draft EIR	4.0		4.0			8.0					16.0
5.24	Document Preparation/Management	12.0	24.0	1.0	1.0	1.0	2.0					41.0
	<i>Subtotal</i>	60.0	24.0	241.0	35.0	149.0	22.0					531.0
	<i>Task 5</i>	\$ 10,500.00	\$ 4,200.00	\$ 31,330.00	\$ 4,550.00	\$ 17,880.00	\$ 2,530.00	\$ -	\$ -	\$ -	\$ 800.00	\$ 71,790.00

Task #	Task Description	McMurtry Principal/PM \$175	Richie Principal \$175	Carroll Senior \$130	Smith Senior \$130	Anderson Associate \$120	De Novo GIS/Admin \$115	Subconsultants			Direct Costs	Totals
								LSA Traffic	Peak Cultural	MD Acoustics Noise		
<b>6 Prepare Screen-check Draft EIR</b>												
6.1	Document Revisions	34.0		24.0	18.0	32.0	8.0					116.0
6.2	Document Preparation/Management	6.0		1.0	1.0	1.0	8.0					17.0
	<i>Subtotal</i>	40.0	0.0	25.0	19.0	33.0	16.0					133.0
	<i>Task 6</i>	\$ 7,000.00	\$ -	\$ 3,250.00	\$ 2,470.00	\$ 3,960.00	\$ 1,840.00	\$ -	\$ -	\$ -	\$ -	\$ 18,520.00
<b>7 Prepare Public Draft EIR</b>												
7.1	Document Revisions	4.0		2.0	2.0	8.0	2.0					18.0
7.2	Document Preparation/Management	6.0		1.0	1.0	1.0	8.0				\$ 2,000.00	16.0
	<i>Subtotal</i>	10.0	0.0	3.0	2.0	9.0	10.0					34.0
	<i>Task 7</i>	\$ 1,750.00	\$ -	\$ 390.00	\$ 260.00	\$ 1,080.00	\$ 1,150.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 6,630.00
<b>8 Prepare Admin Final EIR and MMRP</b>												
8.1	Introduction	1.0		10.0								11.0
8.2	Overview of Comments Received	8.0		16.0								24.0
8.3	Response to Comments	24.0	8.0	48.0	12.0	64.0						156.0
8.4	Mitigation Monitoring and Reporting	8.0					8.0					16.0
8.5	Produce Admin. Final EIR	2.0		4.0			4.0					10.0
8.6	Revise/Produce Screencheck Draft EIR	12.0		16.0	2.0	36.0	8.0					74.0
8.7	Document Preparation/Management	2.0		4.0			4.0					10.0
8.8	Revise/Produce Public Final EIR	4.0		4.0	1.0	12.0	8.0					29.0
8.9	Document Preparation/Management	2.0		4.0			4.0				\$ 1,200.00	10.0
	<i>Subtotal</i>	63.0	8.0	106.0	15.0	112.0	36.0					340.0
	<i>Task 8</i>	\$ 11,025.00	\$ 1,400.00	\$ 13,780.00	\$ 1,950.00	\$ 13,440.00	\$ 4,140.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ 46,935.00
<b>9 Public Noticing</b>												
9.1	Notice of Preparation	1.0				1.0						2.0
9.2	Notice of Completion (2)	1.0				1.0						2.0
9.3	Notice of Availability	1.0				1.0						2.0
9.4	Notice of Determination	1.0				1.0						2.0
	<i>Subtotal</i>	4.0	0.0	0.0	0.0	4.0	0.0				\$ -	8.0
	<i>Task 9</i>	\$ 700.00	\$ -	\$ -	\$ -	\$ 480.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,180.00
<b>10 Findings/Statement of Overriding Considerations</b>												
10.1	Prepare Admin. Findings/Overriding Considerations	12.0		12.0								24.0
10.2	Prepare Screencheck Findings/Overriding Considerations	6.0		6.0								12.0
10.3	Prepare Final Findings/Overriding Considerations	4.0		4.0								8.0
	<i>Subtotal</i>	22.0	0.0	22.0	0.0	0.0	0.0					44.0
	<i>Task 10</i>	\$ 3,850.00	\$ -	\$ 2,860.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,710.00
<b>11 Public Hearings</b>												
11.1	Planning Commission (2)	12.0		12.0							\$ 150.00	24.0
11.2	City Council (2)	12.0		12.0							\$ 150.00	24.0
	<i>Subtotal</i>	24.0	0.0	24.0	0.0	0.0	0.0					48.0
	<i>Task 11</i>	\$ 4,200.00	\$ -	\$ 3,120.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300.00	\$ 7,620.00
<b>12 Administration/Project Management</b>												
12.1	Project Management/Coordination	26.0	1.0	2.0	2.0	2.0						33.0
12.2	Administration	14.0	1.0	1.0	1.0	1.0	2.0				\$ 300.00	20.0
	<i>Subtotal</i>	40.0	2.0	3.0	3.0	3.0	2.0					53.0
	<i>Task 12</i>	\$ 7,000.00	\$ 350.00	\$ 390.00	\$ 390.00	\$ 360.00	\$ 230.00	\$ -	\$ -	\$ -	\$ 300.00	\$ 9,020.00
<b>De Novo Project Totals</b>												
	Project Hours	339	34	466	120	347	103					1,409.0
	Project Cost	\$ 59,325.00	\$ 5,950.00	\$ 63,700.00	\$ 15,600.00	\$ 41,640.00	\$ 11,845.00	\$ 199,735.00	\$ 18,500.00	\$ 17,250.00	\$ 5,200.00	\$ 438,745.00
<b>Contingency</b>												
	10% Contingency											\$ 43,874.50
<b>Total Project Cost</b>												<b>\$ 482,619.50</b>

# **EXHIBIT B BUDGET AND TASK SCHEDULE**

To be provided with final agreement

## EXHIBIT C INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# **EXHIBIT D SIGNING AUTHORITY**

To be provided with final agreement



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS  
 APPROVING AN APPLICATION FOR THE AMENDMENT OF THE CITY OF CLOVIS  
 SPHERE OF INFLUENCE**

**WHEREAS**, at a meeting on November 14, 2022, the Clovis City Council did consider the initiation of an amendment of the City of Clovis Sphere of Influence proposed pursuant to Chapter 4 of the Local Government Reorganization Act of 2000; and

**WHEREAS**, a Sphere of Influence is the boundary adopted by the Fresno Local Agency Formation Commission that designates a municipality's probable future urban area within which annexations to the City can take place; and

**WHEREAS**, said proposal consists of the addition of approximately 923 acres to the existing City of Clovis SOI consisting of parcels generally located north of Shepherd Avenue to Behymer Avenue, from Sunnyside Avenue to the Big Dry Creek Dam, as shown in Attachment A; and

**WHEREAS**, the City of Clovis has determined that the parcels to be included in the SOI Amendment will facilitate and encourage orderly growth and development which are essential to the social, fiscal, and economic wellbeing of the community; and

**WHEREAS**, an Environmental Impact Report and appropriate technical studies will be prepared to determine the potential environmental effects associated with the amendment pursuant to the California Environmental Quality Act; and

**WHEREAS**, staff will work with the applicant and other property owners within the affected area on the preparation of a master development plan ("master plan"). The General Plan requires the completion and adoption of a master plan before annexation and development can proceed within the Northeast Urban Center; and

**WHEREAS**, prior to annexations proposed in the amended Sphere of Influence area, the City shall demonstrate that it has sufficient capacity to provide urban services to the annexation project area and areas within 1/8 mile of the site in accordance with the Clovis General Plan, and City adopted master service delivery plans for Sewer, Water, and Recycled Water.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Clovis:

1. Hereby approves the submittal of an application to the Fresno Local Agency Formation Commission, requesting the Sphere of Influence Amendment proceedings be conducted pursuant to the Local Government Reorganization Act of 2000.

2. Staff is authorized and directed to work with the owners within the affected area to prepare a master development plan in conformance with the requirements of the General Plan.

\* \* \* \* \*

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on November 14, 2022, by the following vote, to wit:

AYES:

NOES:

ABSENT:

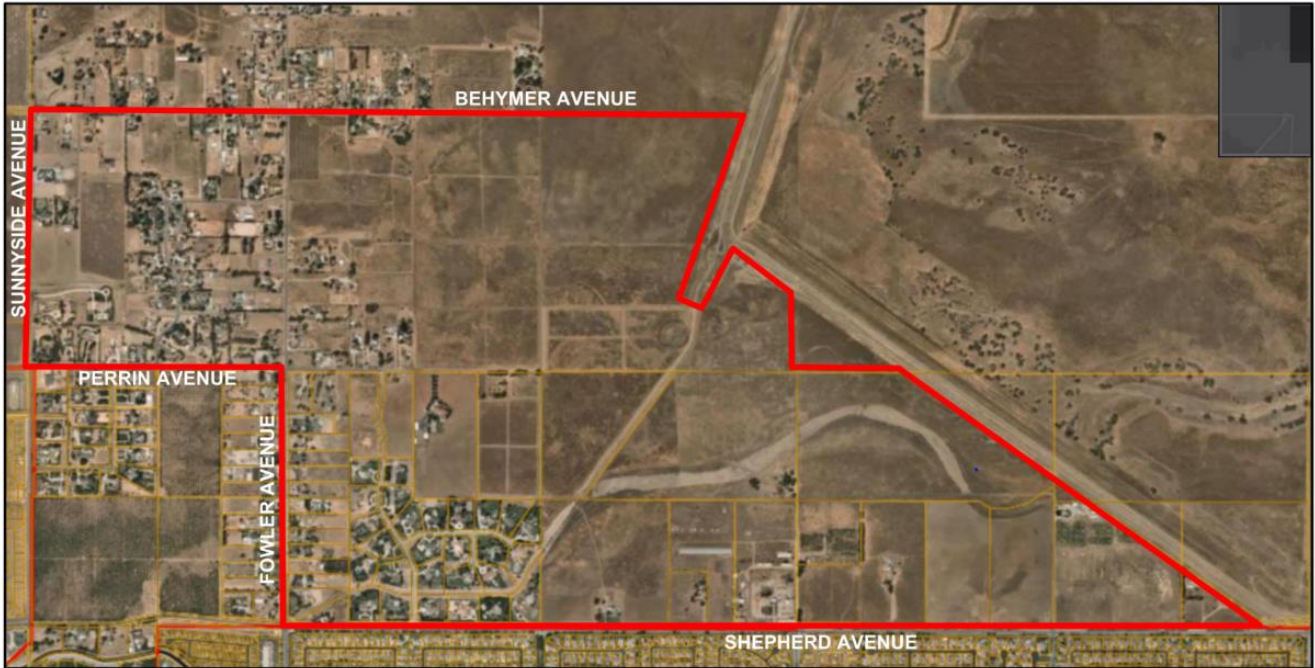
ABSTAIN:

DATED: November 14, 2022

\_\_\_\_\_  
Mayor

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

Attachment A



 = Proposed SOI Amendment boundary (± 923 acres)

