



11/07/2023  
City Council Special Meeting

Handouts received after  
agenda posted



## MEMORANDUM

To: Nathan Olson, City Manager  
City of Lemoore, California

From: Gene Bregman  
Gene Bregman & Associates

Date: September 20, 2023

Re: Polling Information

### I. Introduction

Thank you for giving Gene Bregman & Associates (GBA) the opportunity to offer this proposal to conduct public opinion research on behalf of the City of Lemoore. For more than three decades, Gene Bregman has designed and analyzed a multitude of public opinion research projects for municipalities, other governmental entities, school districts, public interest and community organizations, on issues concerning legislative and ballot issues, and for candidates for elective office at virtually every level of electoral politics. We have conducted public opinion research in every state in the nation. A more detailed listing of our recent clients can be found at the end of this proposal.

We have helped pass numerous tax related measures, including sales tax initiations and renewals, parcel taxes, bond measures, water and sewer taxes, etc.. The billions of dollars raised by these measures have been used for many purposes, including public safety (police and fire), streets, roads and transportation, libraries, water quality improvements, health care, schools and others.

We are uniquely qualified for this project, having conducted successful voter surveys for other small, rural California cities, such as Angels Camp, Coalinga, McFarland, Orange Cove, Parlier, and most recently, Yreka. We have been able to complete relatively few interviews and also be able to give our clients the election advice that reflected the results on Election Day. From 2014





through Spring, 2022, all 46 of our clients who had revenue raising measures on the ballot were successful.

## II. Scope of Services

Gene Bregman & Associates will conduct a survey among likely November, 2024 voters in the City of Lemoore that will achieve the following objectives:

1. Explore the current image of the City of Lemoore, voters' attitudes towards the City, and their assessments of the strengths and weaknesses of local government;
2. Determine voter perceptions of the needs of the City and the priorities that voters set for those needs, especially as related to police, fire and public safety, in general;
3. Determine voter attitudes towards sales tax measures at various possible levels, and the optimum amount to place before the voters;
4. While November is preferred, assess whether or not March or November, 2024, is the best time for the City to place a measure before the voters;
5. Evaluate voters' top priorities for money raised in order to design a measure that best addresses the desires of the community;
6. Determine the most effective and important reasons for your voters to support a ballot measure;
7. Develop a demographic profile of City voters, including how various demographic groups differ in their opinions and attitudes towards a possible ballot measure.

We will select the survey sample from highly sophisticated and up-to-date voter registration files. This information, when combined with the answers to our survey questions, is essential as we identify voters who are most likely to vote in general, primary, municipal, or special elections. It is critical to remember that any survey must interview only likely voters. Being a registered voter is not enough. Those likely to vote will have demonstrated their interest in voting through their history in previous elections.



The sample will be drawn from lists of registered voters which have been matched with telephone directories and other lists to maximize the quantity of available telephone numbers. Since this is a small city, we would expect that a sample of 150-200 voters will be adequate.

We believe that it is of the utmost importance to go beyond simple questions and simple answers. For example, you will never see us ask if a problem is serious or not serious. We require differentiation between those with strong opinions and those with weaker opinions, those who say the problem is "extremely serious," or "very serious" rather than those who say it is only "somewhat serious" or "not too serious." Therefore, virtually all questions in our polls will delve into the intensity of feeling that voters bring to an issue. Only in this way can we separate those voters with a general opinion on an issue from those who are moved to take action because of that same issue (even if the "action" is just voting "yes" or "no").

Telephone interviews are conducted by a regularly employed staff of full-time professional interviewers who specialize in conducting interviews for public opinion surveys. We supervise the interviewing process and verify that interviews are conducted according to our specifications. Supervisory procedures include continuous on-site and telephone monitoring of interviews. GBA follows established industry standards for call backs of busy or "not-at-home" numbers designed specifically to maintain the randomness of interviewee selection and the validity of the survey. A regularly employed staff of full-time professional interviewers conducts interviews in English, Spanish, Vietnamese, Cantonese, Mandarin and other languages, as well.

### III. Summary of Services

To summarize, we will provide to the City of Lemoore:

- Random telephone and on-line survey of 150-200 likely voters;
- Consultation solely with principal of Gene Bregman & Associates;
- Assistance in developing topic areas to be investigated;
- Development of survey questionnaire;
- Scientific sample selection to assure our reaching an accurate representation of the voting population;
- Pre-testing of questionnaire;
- Conduct of field work from our central phone bank, as well as surveys completed from text or email contacts;
- Editing, coding, and electronic data processing;



- A full computer printout of all cross-tabulated data;
- Analysis of survey results;
- On-going strategy and consultation.

#### IV. Cost

All of our projects are billed as a flat rate. Therefore, all costs are included in our fee, including all services as outlined in this proposal and provided by Gene Bregman & Associates.

As noted earlier, we will complete 150-200 interviews with likely voters in the City of Lemoore. We assume that the survey will average approximately 15 to 18 minutes per completed interview.

The total cost of this project is \$20,000.

#### V. Recent Clients

As noted earlier, among our recent clients have been cities and city agencies throughout California. Some of these have included the cities of Angels Camp, Capitola, Coalinga, El Cajon, Marina, McFarland, Oakland, Orange Cove, Parlier, Paso Robles, San Francisco, San Pablo, Santa Cruz, Vacaville, Watsonville, Yreka and others.

##### Public Sector Clients

AC Transit  
Alameda Hospital  
City of Angels (Angels Camp), California  
Bay Area Regional Water Recycling Program  
Bend (Oregon) Chamber of Commerce  
California Alliance for Jobs  
California Consortium for the Prevention of Child Abuse  
California Public Utilities Commission  
California State Board of Funeral Directors and Embalmers  
California State Senate  
City of Capitola, California  
Central Coast Alliance for Health  
Central Oregon Mobility Consortium  
Cerrell Associates, Inc.  
CirclePoint (formerly Public Affairs Management)  
City of Coalinga, California



El Camino Hospital  
City of El Cajon, California  
Former San Francisco Mayor Dianne Feinstein  
Greater Vallejo Recreation District  
Grossmont Healthcare District  
Hi-Desert Health Care District  
HMC Architects  
Japantown Planning, Preservation and Development Task Force  
Kimley-Horn & Associates  
Lakeport Fire Protection District  
The City of Las Vegas, Nevada  
Marin Healthcare District  
City of Marina, California  
City of McFarland, California  
Media and Associates  
Monterey County District Attorney  
Napa County Transportation and Planning Agency  
Napa Police Officers Association  
NBS Financial Services  
City of Oakland, California  
Oakland Community Organization  
City of Orange Cove, California  
City of Parlier, California  
City of Paso Robles, California  
Public Affairs Management  
Reno Gazette-Journal  
Ripon Fire District  
Riverside Police Department  
City of Salinas, California  
San Bernardino County Board of Supervisors  
San Francisco Health Department, AIDS Office  
San Francisco Residential Builders Association  
San Jose Redevelopment Agency  
City of San Pablo, California  
Santa Clara County Library  
Santa Clara County Open Space Authority  
City of Santa Cruz, California  
Santa Cruz County  
Santa Cruz County Fire  
Santa Cruz County Libraries  
Santa Cruz County Public Works Department  
Santa Cruz County Regional Transportation Commission



Santa Cruz Water Department  
City of Sausalito, California  
Scotts Valley Fire Protection District  
"Seacliff Needs a Park"  
Senate Democratic Leadership Fund  
Sheinkopf Ltd.  
Solano County Economic Development Corporation  
Soquel Creek Water District  
University of California, San Francisco  
City of Vacaville, California  
Washington Hospital Health Care District (California)  
Washington State Legislature  
Washoe County Commission  
City of Watsonville, California  
West Contra Costa Healthcare District  
City of Yreka, California  
More than 125 school and community college districts

Some Other Clients

Bank of America  
Compaq Computer Corporation  
Committee for Industrial Safety  
Cyrix Corporation  
Fehr & Peers Associates, Inc.  
Hershey Foods  
Huntington Hotel Associates  
Lever Brothers, Inc.  
Lucasfilm  
Law Offices of Patrick J. Maloney  
Orthopaedics Unlimited Medical Group  
Orloff/Williams, Inc.  
Pepsico  
Porat Consulting  
Priscaro & Hukari, Inc.  
PSI Global  
The Psychological Corporation  
Public Affairs Management  
Sears Point Raceway  
Hugh Schwartz Associates, Trial Consulting  
Sedway & Associates  
Southern California Water Company



Syufy Enterprises  
Tertiary, Inc.  
Thrifty Corporation  
Trend Micro Devices  
Village Laguna  
Warner Lambert Company  
Waste Management, Inc.  
Wilbur Smith Associates, Inc.  
Wolfram Research, Inc.

We look forward to having the opportunity to assist you and the City of Lemoore. If you need additional information, have any questions, or would like to further discuss your polling needs, please do not hesitate to call me at (916)564-2000 or (415)971-0972.



# CONSULTING AGREEMENT

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This Consulting Agreement (Agreement) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between NBS GOVERNMENT FINANCE GROUP, a California corporation, dba NBS ("NBS"), and CITY OF LEMOORE ("City").

## RECITALS

A. The City desires to obtain certain consulting services for Public Safety Ballot Measure Communications and Public Outreach Services.

B. The City desires to engage NBS as an independent contractor to perform such services on the terms and conditions set forth herein.

In consideration of the foregoing and of the mutual promises set forth herein, and intending to be legally bound, the parties hereto agree as follows:

## AGREEMENT

1. Services. NBS shall perform the scope of services described in Exhibit A, which is attached hereto and incorporated herein by reference ("Services"). Any other services required or requested by City shall be subject to mutual agreement of the parties and may be subject to additional scope of work and fee negotiations.

2. Term. The term of this Agreement shall commence when agreement is fully executed.

3. Compensation. Compensation to be paid by City to NBS shall be in accordance with the schedule set forth in Exhibit B, which is attached hereto and incorporated herein by reference. City and NBS recognize that the scope of the project may change from that defined in Exhibit A and that significant changes in the scope of services will require renegotiation of fees.

4. Expenses. Except certain billable expenses as set forth in Exhibit B, NBS will be responsible for all of its expenses incurred in performing the Services hereunder.

5. Qualifications of NBS. City has relied upon the professional training and ability of NBS to perform Services hereunder as a material inducement to enter into this Agreement. NBS shall therefore provide properly skilled professional and technical personnel to perform all Services under this Agreement. All work performed by NBS under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in NBS' field of expertise.

6. Independent Contractor Status. The relationship of NBS and City hereunder is an independent contractor relationship and nothing in this Agreement shall be construed to create any other relationship. No agent, employee, or representative of NBS shall be deemed to be an agent, employee, or representative of City for any purpose. NBS agrees that neither it nor any of its employees, is entitled to the rights or benefits afforded to City's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. NBS is responsible for providing, at its own expense, disability, unemployment, workers' compensation, training, permits, and licenses for its employees. NBS does not have, nor shall it hold itself out as having, any right, power or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding City.

7. Income Taxes. NBS is responsible for paying when due all federal, state and local income taxes, incurred as a result of the compensation paid by City to NBS for Services under this Agreement. NBS agrees to

indemnify City for any claims, costs, losses, fees, penalties, interest, or damages suffered by City resulting from NBS' failure to comply with this provision.

8. Insurance Requirements. NBS, at its own cost and expense, shall procure and maintain, for the duration of this Agreement, commercial general liability insurance (said insurance shall have a limit for each occurrence of at least Two Million Dollars (\$2,000,000), and Four Million Dollars \$4,000,000 aggregate) naming City of Lemoore as additional insured, in connection with NBS' activities, officers, employees, officials, agents, officers, staff and Board members), workers' compensation insurance and employer's liability insurance as required by the State of California (said insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease), and professional errors and omissions liability insurance (said insurance shall cover NBS' performance under this Agreement with a limit of liability of at least Two Million Dollars (\$2,000,000) for any one claim and aggregate), and automobile insurance with a limit of at least One Million Dollars (\$1,000,000). Prior to commencement of the Services, NBS shall deliver to City a Certificate of Insurance evidencing compliance with this paragraph. The certificate shall stipulate that advance written notice of cancellation of the required policy shall be given to the City by any and all insurance companies.

9. City's Responsibilities. The City shall furnish NBS with any pertinent information that is available to City and applicable to the Services. The City shall designate a person to act with authority on its behalf in respect to the Services. The City shall promptly respond to NBS' requests for reviews and approvals of its work, and to its requests for decisions related to the Services. City understands and agrees that NBS is entitled to rely on all information, data and documents (collectively, "Information") supplied to NBS by City or any of its agents, contractors or proxies or obtained by NBS from other usual and customary sources including other government sources or proxies as being accurate and correct and NBS will have no obligation to confirm that such Information is correct and that NBS will have no liability to City or any third party if such Information is not correct.

10. Indemnification. NBS shall defend, indemnify and hold harmless City, its officers, employees, officials and agents from and against all claims, demands, losses, liabilities, costs and expenses, including reasonable attorneys' fees, (collectively "Liabilities") arising out of or resulting from the negligence or willful misconduct of NBS or a breach by NBS of its obligations under this Agreement, except to the extent such Liabilities are caused by the negligence or willful misconduct of City. NBS will not be liable to the City or anyone who may claim any right due to a relationship with City, for any acts or omissions in the performance of Services under this Agreement, unless those acts or omissions are due to the negligence or willful misconduct of NBS. Except in the case of NBS' negligence, willful misconduct or breach of its obligations under this Agreement, City shall defend, indemnify and hold harmless NBS, its officers, directors, shareholders, employees and agents from and against all Liabilities to the extent that such Liabilities arise out of NBS performing Services pursuant to the terms of this Agreement, including, without limitation, any Liabilities arising as a result of City or any of its agents or contractors supplying incorrect Information or documentation to NBS. The provisions of this Section 10 shall survive termination of this Agreement.

11. Limitation of Liabilities. City hereby agrees that to the fullest extent permitted by law, NBS' total liability to City for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to NBS' Services under this Agreement from any cause or causes, including but not limited to NBS' negligence, errors, omissions or breach of contract (hereafter "City claims") shall not exceed the total sum paid on behalf of or to NBS by NBS' insurers in settlement or satisfaction of City claims under the terms and conditions of NBS' insurance policies applicable thereto. The provisions of this Section 11 shall survive termination of this Agreement.

12. Equal Opportunity Employment. NBS represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex, gender identity, sexual orientation, or age. Such non-

discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

13. Attorneys' Fees. In the event of any action or other proceeding, including arbitration or other non-judicial proceedings, arising from, in, under or concerning this Agreement and any amendment thereof, including, without limiting the generality of the foregoing, any claimed breach hereof, the prevailing party in such action or proceeding shall be entitled to recover from the other party in such action or proceeding, such sum as the court shall fix as reasonable attorneys' fees incurred by such prevailing party.

14. Compliance with Law. In connection with the services rendered hereunder, NBS agrees to abide by all federal, state, and local laws, ordinances and regulations.

15. Entire Agreement; Amendment. This Agreement, including the Exhibits attached hereto, constitutes the final, complete and exclusive statement of the terms of the agreement between City and NBS with respect to the transactions contemplated hereby and supersedes all prior and contemporaneous agreements, arrangements or understandings between them with respect thereto. This Agreement may not be amended, modified or changed except by instruments in writing signed by all of the parties hereto.

16. Nonwaiver. No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged.

17. Controlling Law; Jurisdiction. This Agreement shall be construed and enforced in accordance with the laws of the State of California without reference to its choice of law provisions. The parties hereto hereby irrevocably waive any objection, including, without limitation, any objection to the laying of venue or based on *Forum Non Conveniens*, which it may now or hereafter have to the bringing of any action or proceeding in the manner, or in any of the jurisdictions, provided herein.

18. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

19. Further Assurances. The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

20. Successors and Assigns. NBS and City each binds itself, its partners, its successors, legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all covenants and agreements contained herein.

21. Notices. All notices, requests, demands, and other communications required to or permitted to be given under this Agreement shall be in writing and shall be conclusively deemed to have been duly given (a) when hand delivered to the other party; or (b) when received when sent by e-mail, facsimile or similar electronic delivery at the address and number set forth below (provided, however, that the receiving party confirms receipt of such notice by e-mail, facsimile or any other method permitted hereunder, and that any notice given by e-mail or facsimile shall be deemed received on the next business day if such notice is received after 5:00 p.m. (recipient's time) or on a non-business day); or (c) three business days after the same have been deposited in a United States post office with first class or certified mail return receipt requested postage prepaid and addressed to the parties as set forth below; or (d) the next business day after same has been deposited with a reputable overnight delivery service reasonably known by the parties (such as FedEx, DHL, GLS, USPS Priority Mail, etc.), postage prepaid, addressed to the parties as set forth below with next-business-

day delivery guaranteed, provided that the sending party receives a confirmation of delivery from the delivery service provider.

If to NBS:

NBS Government Finance Group  
Attention: Michael Rentner, Chief Executive Officer  
32605 Temecula Parkway, Suite 100  
Temecula, CA 92592  
Telephone: (951) 296-1997  
Fax No.: (951) 296-1998  
E-Mail: mrentner@nbsgov.com

If to City:

City of Lemoore  
Attention: Nathan Olson, City Manager  
119 Fox Street  
Lemoore, CA 93245  
Telephone: (559) 924-6744 Ext. 700  
Fax No.: (559) 924-9003  
E-Mail: citymanager@lemoore.com

22. References and Titles. All references in this Agreement to Articles, Sections, Subsections and other subdivisions refer to corresponding Articles, Sections, Subsections and other subdivisions of this Agreement unless expressly provided otherwise. Titles appearing at the beginning of any subdivision are for convenience only and do not constitute any part of such subdivision and shall be disregarded in construing the language contained in such subdivision. The words this Agreement, this instrument, herein, hereof, hereby, hereunder, and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. Pronouns in masculine, feminine and neuter genders shall be construed to include any other gender, and words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires.

23. Time. Time is of the essence.

24. No Third Party Beneficiaries. Nothing contained in this Agreement is intended to and nothing contained herein shall be interpreted to confer on any party the rights of a third party beneficiary and this Agreement shall be for the sole benefit of the parties hereto.

25. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstances is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will, nevertheless, continue in full force and effect without being impaired or invalidated in any way.

26. Language. The language of this Agreement shall be construed as a whole and in accordance with the fair meaning of the language used. The language of this Agreement shall not be strictly construed against either party based upon the fact that either party drafted or was principally responsible for drafting this Agreement or any specific term or condition hereof.

27. Termination. This Agreement may be terminated by either party by giving thirty (30) business days written notice to the other party of its intent to terminate this Agreement. Upon termination, NBS shall be

entitled to compensation for services performed up to the effective date of termination and City shall be entitled to all work performed to that date.

IN WITNESS WHEREOF, City and NBS have executed this Agreement on the day and year first above written.

**NBS**

NBS GOVERNMENT FINANCE GROUP,  
a California corporation, dba NBS

By: 

Name: Michael Rentner

Title: Chief Executive Officer

Date: October 26, 2023

**CITY**

CITY OF LEMOORE

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Attachments:

Exhibit A: NBS Scope of Services

Exhibit B: Compensation for Services

# EXHIBIT A

## NBS SCOPE OF SERVICES

### Public Safety Ballot Measure Communications and Public Outreach Services.

NBS will communicate with the City throughout the duration of the project in an effort to clarify the City's goals, identify any special circumstances, and develop a realistic project schedule. The following Work Plans detail the steps needed to put the City in the best position to propose a viable local funding ballot measure in a 2024 election.

### OCTOBER 2023 – JANUARY 2024 | ISSUE RESEARCH, REVENUE MEASURE MODELING

NBS will work with the City team to understand the specific needs of, and demand on, the City's police department, and can also provide an analysis of various tax models for the City to understand potential options.

NBS will partner with the City Manager, City team, and GBA to collect the research needed for the City to understand its most viable revenue measure options.

Community Survey: In addition to the quantitative research conducted by GBA, we can conduct qualitative research in the form of a community survey of residents at large. This outreach through email and social media would be comprised of an abbreviated survey asking residents to weigh in with their public safety priorities. This community engagement effort provides additional perspectives to the research and can be useful in conveying the City's commitment to inclusivity and transparency.

### FEBRUARY/MARCH | MESSAGE TOOLKIT, STAKEHOLDER OUTREACH AND PUBLIC ENGAGEMENT

Incorporating research results from polling, NBS will work with City team to create a Key Stakeholder Outreach Plan and list of key stakeholders, develop website content, and an Informational Toolkit (fact sheet, Q&A, PowerPoint presentation) that can be used to educate and engage leaders in the public and private sector, business community, and community-based organizations about the need for additional funding for public safety services.



Engagement activities will also aim to reach residents with diverse backgrounds allowing for unique perspectives. CivicMic would:

- Create a customized webpage for your project on civicmic.com and content for the City's website. This site would feature a variety of engagement tools and informational materials.
- Develop an email outreach strategy to reach out to community members and stakeholders who may not have access to social media or may not regularly visit the City website.
- Include specialized mapping and graphics on CivicMic.com, such as sample maps showing community participation in the survey.
- Design and send out educational content related to the City's public safety programs and other services.
- Create an email list of community members who have expressed interest in receiving updates.

#### **MAY | FEASIBILITY ANALYSIS OF BALLOT MEASURE OPTIONS AND EXPENDITURE PLAN**

Incorporating polling data and feedback from stakeholder outreach and public engagement efforts, NBS will work with GBA to make recommendations to City team on a proposed ballot measure amount, timing, and ballot measure expenditure plan elements.

#### **JUNE | FINALIZE BALLOT MEASURE LANGUAGE AND BALLOT ARGUMENT**

NBS will work with GBA, the City Manager and City Attorney to draft proposed ballot measure language and accompanying resolutions for City Council approval to place the measure on the ballot. If the City wishes to place a measure on the November 2024 ballot, all election-related Council action must be completed and noticed to the County by July 10, 2024 (118 days prior to Election Day).

#### **JULY - OCTOBER | PUBLIC INFORMATION**

NBS will update public information materials for website and presentations, and design mailer to reflect City Council action placing a measure on the ballot, explain the measure and provide voting information. While the City can inform voters about a measure, it cannot advocate for its passage, so this would be an opportune time to identify community members who wish to form a grassroots committee for the proposed ballot measure.

# EXHIBIT B

## COMPENSATION FOR SERVICES

### Public Safety Ballot Measure Communications and Public Outreach Services.

#### PUBLIC ENGAGEMENT SERVICES

NBS Consulting Fee (Revenue Modeling, Communications, Public Outreach).....	\$30,000
Estimated Expenses .....	\$4,500

#### ESTIMATED MAIL COSTS

11 x 17 brochure - Design, print, mail house and production fees .....	\$7500 + postage
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#### EXPENSES

Customary out-of-pocket expenses will be billed to the City at actual cost to NBS. These expenses may include, but not be limited to, mailing fulfillment, postage, supplies, reproduction, telephone, travel, meals, and various third-party charges for data.

#### TERMS

Public Engagement Services will be invoiced on a monthly basis. Expenses will be itemized and included in the next regular invoice. Payment shall be made within 30 days of submittal of an invoice. If payment is not received within 90 days simple interest will begin to accrue at the rate of 1.5% per month.





**Public Opinion Research  
Public Outreach  
Ballot Measure Development**



**GENE BREGMAN & ASSOCIATES**  
*Public Opinion & Marketing Research*

# Your Team

- Founded in 1996, **NBS** has supported California municipalities with development, implementation and ongoing administration of local funding tools. Full range of revenue consulting services.
- Assisted more than **500 public agencies**, including cities, counties, school districts, utilities, and special districts.
- Helped clients prepare successful local tax, bond, fee, assessment and other revenue measures that required voter approval. NBS clients have levied more than \$1.02 billion for FY 2023/24.
- For more than three decades, **Gene Bregman & Associates** has designed and analyzed public opinion research projects for municipalities, other governmental entities, school districts, public interest, and community organizations, on legislative issues and ballot measures.
- Proven track record of assisting public agencies in the **development of successful local funding measures**.

# Project Approach

## *Public Opinion Research*

**Draft/Conduct poll among likely voters:**

- What are residents' needs and priorities?
- What are voter attitudes towards revenue measure, optimum amount to propose?
- What are the most important reasons for voters to support a ballot measure?
- Evaluate voter program/service priorities to design measure to best address community desires;
- Develop demographic profile of city voters
- Make recommendations on proposed ballot measure amount/expenditure plan elements
- Present report and polling data to Council for discussion

# Project Approach

## *Public Outreach, Information, Engagement*

- Stakeholder Outreach
- Informational Message Toolkit
- Website Content
- Direct Mail
- Community Survey optional
- Map Public Participation

Task 1



**Public Opinion Research**

Task 2



**Community Outreach**

Task 3



**Ballot Measure Finalization**

Thank you!

The background features a large, dark blue arrow pointing to the right, which serves as a backdrop for the main title. The arrow is set against a light blue background with white geometric shapes. At the bottom, there is a thick orange horizontal bar.

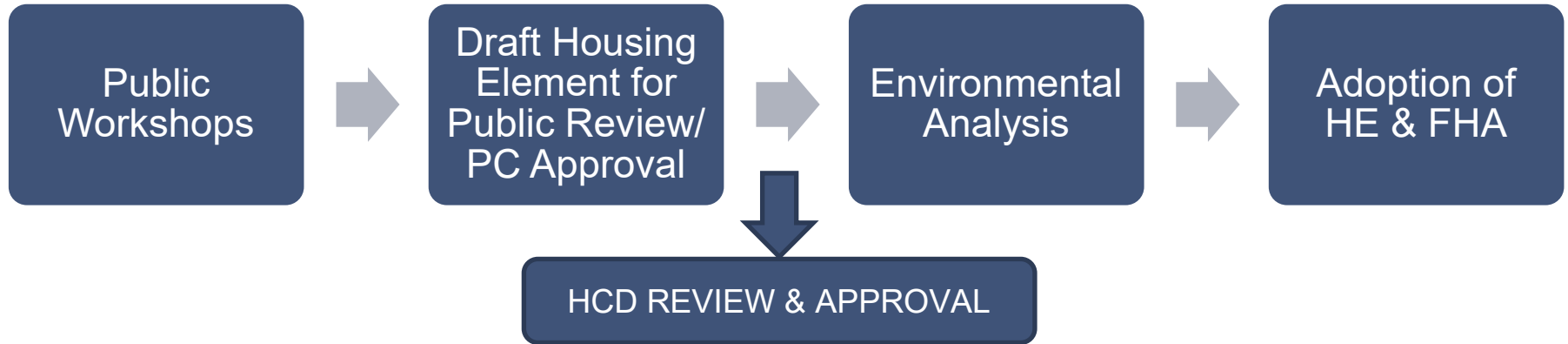
# **PUBLIC WORKSHOP**

## **2024-2032 HOUSING ELEMENT & Fair Housing Analysis**

**CITY OF LEMOORE**  
**Planning Commission Meeting, NOV. 7, 2023**  
**5:30 P.M.**



# PLANNING PROCESS







## COMMUNITY PARTICIPATION

Workshop –  
Nov. 7, 2023



Public Review -  
Draft HE & Fair  
Housing  
Analysis, Dec.  
2023 – Jan. 2024



HE Adoption  
April-May 2024

# What is a Housing Element?

A housing element is a Jurisdiction's vision and a plan on how best to provide housing for all income groups within the City and affirmatively furthering fair housing.

The housing element must be updated every eight years.

## Steps in Updating Housing Element?

- Review and revise the Housing Element
- Incorporate new programs into the existing format
- Perform Site Inventory
- Include affordability level in Site Inventory (New)
- Include Programs to **Affirmatively Further Fair Housing**

# What is Fair Housing Analysis?

1. Outreach
2. Assessment of Fair Housing
  - a. Key Data and Background Information
  - b. Fair Housing Enforcement and Outreach Capacity
  - c. Integration and Segregation Patterns and Trends
  - d. Racially or Ethnically Concentrated Areas of Poverty
  - e. Disparities in Access to Opportunity
  - f. Disproportionate Housing Needs in the Jurisdiction
  - g. Displacement Risk
3. Sites Inventory
4. Identification of Contributing Factors, Goals and Actions



## PRELIMINARY OBSERVATIONS

Preliminary Observations of the Housing Element and Fair Housing Analyses are as follows:

# DEMOGRAPHIC DATA

- Total Population: 25,867
- Household Population: 27,014
- Hispanic or Latino: 44%
- Households: 8,803
- Owner occupied: 52.50%
- Persons per HH: 2.94
- Median HH Income: \$68,658
- Poverty: 12.7%

Source: Census, ACS, CA DOF



# FAIR HOUSING INDICATORS

## FAIR HOUSING ISSUES THAT WILL BE ANALYZED:

1. Diversity Index (Racial and Ethnic Diversity): 1 to 100%
2. GINI Index (Income Disparity): 1 to 10
3. Dissimilarity Index (uneven distribution of racial or ethnic populations in different neighborhoods).



## FAIR HOUSING INDICATORS

### 4. Racially or Ethnically Concentrated area of Poverty (R/ECAP).

The correlation assumes that the lower the income, the higher the diversity of population.

### 5. Racially Concentrated Areas of Affluence (RCAA):

Any census block in the city with a median household income of \$125,000 and a population that is 80 percent or more white.





## FAIR HOUSING INDICATORS

### 6. Disparities in Access to Opportunities:

Census tracts are categorized as Highest Resource, High Resource, Moderate Resource, Moderate Resource (Rapidly Changing), Low Resource, or areas of High Segregation and Poverty.



## FAIR HOUSING INDICATORS

### 7. Disproportionate Housing Needs.

Over payment, Cost burdens

### 8. Displacement

Displacement occurs when households are forced to move because they are evicted or their building was torn down, often to make way for new and more expensive development.



## FAIR HOUSING INDICATORS

### 9. Site Inventory

The RHNA sites not concentrated in areas with high racial or ethnic populations, persons with disabilities, female-headed households, senior households, or Low-and-moderate income (LMI) households.



## FAIR HOUSING INDICATORS

### 10. Identification of Contributing Factors, Goals and Actions:

The programs in the Housing Element previously discussed are created in light of the findings of the fair housing analysis and needs of the community.



## 6<sup>th</sup> CYCLE RHNA ALLOCATION

Jurisdiction	RHNA Allocation	Percent of Total
Avenal	277	3 %
Corcoran	715	8 %
Hanford	5547	59 %
Lemoore	2329	25 %
Unincorporated	561	6 %
TOTAL	9429	100 %



## QUANTITATIVE HOUSING OBJECTIVES

Housing/Type	Extremely Low Income	Very Low Income	Low Income	Moderate & Above Moderate Income	Total
RHNA 6 <sup>th</sup> Cycle Allocation					
Remaining Obligations from 5 <sup>th</sup> Cycle					
<b>Total Housing Obligations</b>					
New Construction					
Rehabilitation					
Conservation/Rehabilitation					



## GENERAL PLAN CONSISTENCY

- **Update and ensure that the housing element amendments are internally consistent and compatible with the other elements of the general plan.**



- **California Environmental Quality Act (CEQA)**
- **Common Sense Exemption, CEQA Guidelines Section 15061(b)(3)).**





## COMMUNITY INPUT

- **Questions from the participants at the workshop**
- **What are the housing challenges facing the City?**
- **What opportunities are available to the City to support housing needs?**
- **What should the top five priorities be?**
- **Fair Housing issues, complaints and recommendations.**



## NEXT STEPS

PREPARE DRAFT  
HE and FHA



HCD REVIEW,  
JURISDICTION'S  
RESPONSE AND  
HCD APPROVAL



ADOPTION OF  
HE & FHA



HCD  
CERTIFICATION

# OPEN PUBLIC MEETING

- Open floor for public comments.



# Thank you

Realty Planners Group, Inc.

Please email your questions or concerns to the City Clerk at  
[cityclerk@lemoore.com](mailto:cityclerk@lemoore.com)  
or send by mail to City Clerk at 711 W. Cinnamon Drive, Lemoore CA

To speak with a staff member call 924-6744, ext. 740