



CITY of CLOVIS

AGENDA • CITY COUNCIL MEETING

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

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

Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at City Hall, in the City Clerk's office, during normal business hours. In addition, such writings and documents may be posted on the City's website at www.cityofclovis.com.

February 3, 2020

6:00 PM

Council Chamber

The City Council welcomes participation at Council Meetings. Members of the public may address the Council on any item of interest to the public that is scheduled on the Agenda. In order for everyone to be heard, please limit your comments to 5 minutes or less, or 10 minutes per topic.

CALL TO ORDER

FLAG SALUTE - Councilmember Ashbeck

ROLL CALL

Public Comments - This is an opportunity for the members of the public to address the City Council on any matter within the City Council's jurisdiction that is not listed on the Agenda. In order for everyone to be heard, please limit your comments to 5 minutes or less, or 10 minutes per topic. Anyone wishing to be placed on the Agenda for a specific topic should contact the City Manager's office and submit correspondence at least 10 days before the desired date of appearance.

ORDINANCES AND RESOLUTIONS - With respect to the approval of resolutions and ordinances, the reading of the title shall be deemed a motion to waive a reading of the complete resolution or ordinance and unless there is a request by a Councilmember that the resolution or ordinance be read in full, further reading of the resolution or ordinance shall be deemed waived by unanimous consent of the Council.

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

1. Administration - Approval - Minutes from the January 21, 2020 Council Meeting.
2. Administration - Adopt – **Ord. 20-01**, Amending Sections 6.5.102, 6.5.105, 6.5.106, and 6.5.107 of chapter 6.5 of Title 6 of the Clovis Municipal Code pertaining to residential water service. (Vote: 5-0).
3. Fire – Approval - A Request to Authorize the City Manager to enter into a follow-on Transition Agreement with the Fresno County Fire Protection District for the orderly transition of services within the Sphere of Influence of Clovis as Annexation of Territory occurs
4. General Services - Approval – Res. 20-____, Amending the City's FY 19-20 Classification and Compensation Plans to Adopt a Property and Evidence Supervisor Classification and Salary Range; and Approval - Res. 20-____, Authorizing Amendments to the Senior Property and Evidence Technician Classification; and Approval - Res. 20-____, Amending the City's FY 19-20 Position Allocation Plan.
5. General Services – Approval - Res. 20-____, Authorizing Amendments to the Construction Manager Classification.
6. General Services – Approval - Res. 20-____, Authorizing Amendments to the Director of Planning and Development Services Classification.
7. Planning and Development Services – Approval – Res. 20-____, Amending the Fresno Metropolitan Flood Control District (FMFCD) Schedule of Drainage Costs and Fees for 2020-2021.
8. Planning and Development Services – Approval – Res. 20-____, Authorize the City Engineer to enter into an agreement with Yamabe and Horn for professional services. Amend the 2019-2020 Community Investment Program Budget for the Sewer Developer Account.

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

9. Receive and File – The City of Clovis Old Town Parking Study (2019).

Staff: Shawn Miller, Business Development Manager

Recommendation: Receive and File

CITY MANAGER COMMENTS

COUNCIL ITEMS

10. Consider Approval – Change of Council Meeting Schedule.

Staff: Luke Serpa

Recommendation: Approve

COUNCIL COMMENTS

ADJOURNMENT

MEETINGS AND KEY ISSUES

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

Feb. 10, 2020 (Mon.) To Be Cancelled

Feb. 18, 2020 (Tue.)

Mar. 2, 2020 (Mon.)

Mar. 9, 2020 (Mon.)

Mar. 16, 2020 (Mon.)

CLOVIS CITY COUNCIL MEETING

January 21, 2020

6:00 P.M.

Council Chamber

Meeting called to order by Mayor Bessinger
Flag Salute led by Councilmember Whalen

Roll Call: Present: Councilmembers Ashbeck, Flores, Mouanoutoua, Whalen
Mayor Bessinger
Absent: None

PUBLIC COMMENTS - 6:02 P.M.

Sue Schram, representing the Friends of the Library, invited City Council to an event on February 20, 2020, from 5:00 – 8:00 p.m. at the Clovis Regional Library.

Molly Abram, resident, commented on some proposed legislation for the March 3, 2020 election.

CONSENT CALENDAR – 6:07

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

1. Administration - Approved - Minutes from the January 13, 2020 Council Meeting.
2. Finance – Received and Filed – Treasurer’s Report for the Month of September 2019.
3. Finance – Received and Filed – Investment Report for the Month of September 2019.
4. Finance – Received and Filed – Status Report of Development Fee Funds for the fiscal year ended June 30, 2019.
5. General Services - Approved – Waive Bidding Requirements and Approve HVAC Building Automation System Contract with Trane.
6. Police – Approved – Authorize the City Manager to enter into a new five (5) year agreement with Axon allowing the purchase of 122 Taser-7 Conducted Energy Weapons (all training, accessories, support included) totaling \$467,117.49.

PUBLIC HEARINGS

- 7A. 6:09 - APPROVED - INTRODUCTION – **ORD. 20-01**, AMENDING SECTIONS 6.5.102, 6.5.105, 6.5.106, AND 6.5.107 OF CHAPTER 6.5 OF TITLE 6 OF THE CLOVIS MUNICIPAL CODE PERTAINING TO RESIDENTIAL WATER SERVICE, AND APPROVED - CITY OF CLOVIS WATER DISCONTINUATION POLICY

Deputy Finance Director Jeff Blanks presented a report on various actions relating to water service. Jeff Blanks indicated that staff was recommending Council consider introducing Ordinance 20-01, amendments the City of Clovis Municipal Code (CMC), which would amend Sections 6.5.102, 6.5.105, 6.5.106, and 6.5.107 of Chapter 6.5 of Title 6 of the CMC. And consider approval of the City of Clovis Water Discontinuation Policy, effective February 1, 2020. Health and Safety Code sections 116900-116926 (Discontinuation of

Residential Water Service, collectively) require that “an urban and community water system shall have a written policy on discontinuation of residential service for nonpayment”. Staff is bringing forward the water discontinuation policy in order to abide by the prescribed guidance of the Health and Safety Code. Jeff Blanks noted that this only applies to residential water service, and not for any other services provided by the City. Jeff Blanks indicated that certain language within the CMC relating to deposits, fees, and discontinuation need to be updated to conform to the new policy and to provide clarity in certain ambiguous areas. Paul Pierce, county resident, raised questions of staff regarding shut offs and who pays. Discussion by the Council.

Motion by Councilmember Ashbeck, seconded by Councilmember Flores, for the Council to approve the introduction of **Ordinance 20-01**, amending the City of Clovis Municipal Code, which would amend Sections 6.5.102, 6.5.105, 6.5.106, and 6.5.107 of Chapter 6.5 of Title 6 of.

Motion by Councilmember Ashbeck, seconded by Councilmember Flores, for the Council to approve the City of Clovis Water Discontinuation Policy, effective February 1, 2020. Motion carried by unanimous vote.

ADMINISTRATIVE ITEMS

- 8. 6:38 - RECEIVED AND FILED - UPDATE REGARDING THE STATUS OF THE REGIONAL HOUSING NEEDS ALLOCATION (RHNA) SITE INVENTORY AND UNIT CAPACITY

Senior Planner Rickie Caperton presented an update regarding the status of the Regional Housing Needs Allocation (RHNA) site inventory and unit capacity. Rickie Caperton presented background and current status on the City’s RHNA site inventory and current unit capacity (referred to as “yield”), including the starting unit yield, as well as adjusted yield accounting for recently approved projects. There was also a discussion on reasonably foreseeable projects that would affect the City’s RHNA yield which are not yet approved, but in process of being reviewed. Discussion by the Council.

Paul Pierce, county resident, commented on reducing public facilities and the impact on public transit.

Mayor Bessinger noted that this item was a receive and file and no action was taken.

- 9. 7:11 - ADOPTED – **ORD. 20-02**, AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS EXTENDING URGENCY ORDINANCE ORD. 19-21, WHICH AMENDED PROVISIONS OF TITLE 9 TO THE CLOVIS MUNICIPAL CODE RELATING TO HOUSING DEVELOPMENT PROJECT STANDARDS AND PROCEDURES, DENSITY BONUS, ACCESSORY DWELLING UNITS, AND REVIEW PROCEDURES; CONSIDER AND APPROVE WRITTEN REPORT DESCRIBING THE MEASURES TAKEN TO ADDRESS THE CONDITIONS THAT LED TO ADOPTION OF URGENCY ORDINANCE 19-21

City Planner Dave Merchen presented a report on a request to adopt Ordinance 20-02, an urgency ordinance of the City Council of the City of Clovis extending urgency Ordinance 19-21, which amended provisions of Title 9 to the Clovis Municipal Code relating to Housing Development Project Standards and procedures, density bonus, Accessory Dwelling Units, and Review Procedures; and Consider and Approve Written Report describing the measures taken to address the conditions that led to adoption of Urgency Ordinance 19-21. On December 16, 2019, the City Council adopted Ord. 19-21, as an urgency ordinance. The Urgency Ordinance was adopted in order to ensure that the City is in compliance with new state housing laws. The Urgency Ordinance amended certain provisions of Title 9 of the Clovis Municipal Code affected by the 2019 Housing Laws. Among the effects of the 2019 Housing Laws are changes to the procedures and standards for housing development projects, density bonus, accessory dwelling units, and other housing-related concerns. The Urgency Ordinance was needed to implement new housing development procedures and to allow the City to accept housing development applications under the new procedures by January 1, 2020. The City is currently in the process of preparing permanent amendments to the Development Code. The Urgency Ordinance is initially effective for 45 days. Council was advised that the Urgency Ordinance would come back for a requested extension at the January 21, 2020, Council meeting. The interim regulations will be effective for up to 10 months and 15 days, until December 15, 2020. A summary of the Urgency Ordinance was published in the Business Journal on December 30, 2019. A notice of public hearing was published on January 6, 2020 notifying the public that the City proposes to extend the interim ordinance for up to 10 months and 15 days until a permanent ordinance amending the Development Code is adopted.

Discussion by the Council. There being no public comment, Mayor Bessinger closed the public portion.

Motion by Councilmember Ashbeck, seconded by Councilmember Flores, for the Council to adopt Ordinance 20-02, an urgency ordinance of the City Council of the City of Clovis extending urgency Ordinance 19-21, which amended provisions of Title 9 to the Clovis Municipal Code relating to Housing Development Project Standards and procedures, density bonus, Accessory Dwelling Units, and Review Procedures; and Consider and Approve Written Report describing the measures taken to address the conditions that led to adoption of Urgency Ordinance 19-21. Motion carried by unanimous vote.

CITY MANAGER COMMENTS – 7:16

City Manager Luke Serpa commended the Clovis Police Department on the Martin Luther King Breakfast held on January 18, 2020.

COUNCIL COMMENTS 7:17

Councilmember Mouanoutoua also commended the Police Department on the job well on the Martin Luther King Breakfast and the Police Officers who participated in the parade on Monday.

COUNCIL ITEMS

- 10. 7:18 - CONSIDERED – LETTER OF SUPPORT TO GOVERNOR NEWSOM FOR THE CENTRAL VALLEY COALITION FOR ENERGY AND JOBS.

Mayor Bessinger presented a short report on the State of California putting restrictions on fracking in the Bakersfield area. He requested a letter be sent to Governor Newsom opposing legislation restricting fracking in the Central Valley. Discussion by the Council. There being no public comment, Mayor Bessinger closed the public portion. Discussion by the Council. It was the consensus of Council to authorize Mayor Bessinger to support an action by the Council of Governments should they take a position opposing Governor Newsom’s legislation restricting fracking in the Central Valley.

CLOSED SESSION – 7:28

Government Code Section 54956.9(d)(1)
CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
SEMI-ANNUAL LITIGATION UPDATE

COURT CASES

- 1. Desiree Martinez, Maria De Jesus Sanchez v. City of Clovis, et al.
- 2. City of Clovis v. Uriel and Jose Aguilera
- 3. City of Clovis v. Greg A. Borden, et al.
- 4. Desiree Martinez v. Kyle Pennington, City of Clovis, City of Sanger and Others
- 5. Brianne Glick v. City of Clovis
- 6. Sanford Martin v. City of Clovis, Stacey and Tyler Horne v. City of Clovis
- 7. Dimitrios Kastis v. City of Clovis et al.
- 8. David and Gretchen Jessen v. County of Fresno, City of Clovis
- 9. County of Santa Cruz, et al. v. Bureau of Cannabis Control, et al.

CLAIMS

- 10. Debra Lindsay v. City of Clovis
- 11. Bryon Espinosa v. City of Clovis
- 12. Jose Rivas v. City of Clovis
- 13. John Bartram v. City of Clovis
- 14. Erik Hedstrom v. City of Clovis
- 15. April Watt v. City of Clovis
- 16. Joan Daggett v. City of Clovis

Mayor Bessinger adjourned the meeting of the Council to February 3, 2020

Meeting adjourned: 7:38 p.m.

Mayor

City Clerk



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: February 3, 2020

SUBJECT: Administration - Adopt – **Ord. 20-01**, Amending Sections 6.5.102, 6.5.105, 6.5.106, and 6.5.107 of chapter 6.5 of Title 6 of the Clovis Municipal Code pertaining to residential water service. (Vote: 5-0).

This item was approved for introduction on January 21, 2020 with a unanimous vote.

Please direct questions to the City Manager's office at 559-324-2060.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Fire Department

DATE: February 3, 2020

SUBJECT: Fire – Approval - A Request to Authorize the City Manager to enter into a follow-on Transition Agreement with the Fresno County Fire Protection District for the orderly transition of services within the Sphere of Influence of Clovis as Annexation of Territory occurs

ATTACHMENTS: 1. 2013 Agreement
2. Proposed 2020 Agreement

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to authorize the City Manager to enter into a follow-on Transition Agreement with the Fresno County Fire Protection District (District) for the orderly transition of services within the sphere of influence of Clovis as annexation of territory occurs.

EXECUTIVE SUMMARY

Both state law and the Local Agency Formation Commission (LAFCo) policies allow for what is termed a “Transition Agreement” between the City and the District. The District provides fire protection services to unincorporated areas of Fresno County, while the City provides fire protection services within the current City limits. As properties are annexed into the City from the County, certain property tax revenues are transferred from the District to the City. The purpose of the agreement is to allow the District to “transition” from higher revenues to less revenues. This is accomplished by the City paying the District the value of the current property taxes for a term of ten years as they transition. The City is required to have an agreement in place because without one, the District could oppose annexations and stop future development. Annexing undeveloped or underdeveloped property that is transitioned into new residential or commercial properties provides for an increased net assessed value

that more than makes up for the revenues paid the District. Annexing developed rural residential does not provide the necessary revenue to cover the cost of the Transition Agreement, as well as the cost of providing other City services. This is due to how the current property tax sharing agreement between the City and County is structured. This agreement continues with a “carve out” provision for both Quail Lakes and Tarpey Village meaning that this agreement is inapplicable to these two substantially inhabited areas.

The existing 2013 agreement was entered into in a very contentious and litigious timeframe. The 2013 agreement contains several sections that are complicated and unnecessary. The District and City desire to enter into a new agreement under substantially the same terms, removing obsolete language, and providing for a new 10-year term with an option for the parties to extend the term for an additional 10 years. This was made possible by the cooperative relationship between the City and the fire district.

BACKGROUND

In December 1990, the Fresno County Fire Protection District (District) formally requested that the LAFCO require cities to enter into a Transition Agreement with the District prior to the approval of any further annexations. LAFCO agreed to the request. The City and District entered into the first Transition Agreement in 1992, which expired in 2002. In January 2003, a successor agreement was entered into which termed out in 2012. In January 2013, the current agreement was entered into which is due to expire in 2022.

Both state law and LAFCo policies allow for the requirement of transition agreements with special districts in the course of annexations. The purpose of the transition agreement is to provide for an orderly transition of services from one jurisdiction to another. When an annexation occurs detaching properties from the County into the City, revenues from property taxes are eventually transferred from the District to the City. The District is relieved of primary provider obligation for detached territory upon the effective date of any such detachment and the City becomes the primary provider of fire services. The transition agreement reduces the impact on the District revenue stream to afford the District the opportunity to transition the services they provide.

The proposed agreement includes the following major deal points or changes from the existing 2013 agreement:

1. Provides for a new 10-year term (2029) with an option for the parties to extend the term for an additional 10 years (2039).
2. City shall continue to pay the District for a period of 10 years from the effective date of the specific reorganization the property taxes received by the District on the effective date of annexation of property to City.
3. Maintains a “carve out” provision for both Quail Lakes and Tarpey Village meaning that this agreement is inapplicable to these two substantially inhabited areas.

4. Removes obsolete language.

FISCAL IMPACT

The City will continue to pay the District for property taxes District received as of the effective date of annexation for a period of 10 years. The City charges the development industry a fee to offset the cost of the monies paid the District for the Transition Agreement.

REASON FOR RECOMMENDATION

Both state law and the LAFCo policies allow for what is termed a “Transition Agreement” between the City and the District. Without a Transition Agreement in place, annexations could be held up for approval by LAFCo and development would be slowed.

ACTIONS FOLLOWING APPROVAL

If approved, staff will execute the agreement with both parties.

Prepared by: John Binaski, Fire Chief.

Reviewed by: City Manager LS

PROPERTY TAX ALLOCATION AGREEMENT BETWEEN THE CITY OF CLOVIS AND THE FRESNO COUNTY FIRE PROTECTION DISTRICT

This Property Tax Allocation (“Agreement”) is entered into effective January 1, 2013 (“Effective Date”), between the City of Clovis, a California general law city and municipal corporation (“City”) and the Fresno County Fire Protection District, a local fire protection district organized and existing as a California Special District under provisions of the Fire Protection District Law of 1987 (Health & Safety Code Section 13800 *et seq.*) (“District”), with respect to the following Recitals, which are incorporated as a substantive part of this Agreement:

RECITALS

A. District is the primary provider of fire suppression, prevention, rescue, emergency medical services and hazardous material emergency response and other services relating to the protection of lives and property (“Fire Protection Services”) within its territorial limits, which includes areas near the incorporated urban centers of the County of Fresno including the City. Current District boundaries are reflected in **Exhibit 1**. District also provides Fire Protection Services to certain incorporated cities and substantial portions of unincorporated areas within the County.

B. City is the primary provider of Fire Protection Services within its territorial limits.

C. City and District currently assist each other through various mutual aid agreements. City and District have also previously had automatic aid agreements.

D. City, District, and other County fire protection districts and city fire departments work together to serve the fire and emergency service needs of regional Fresno County. Under mutual aid and various automatic aid agreements, when an initial responding agency is on a service call, other available agencies will provide support to the initiating agency. Under appropriate circumstances, support to the initiating agency will include coverage of the initiating agencies jurisdictional boundaries when other fire units are away on call.

E. District’s Fire Station number 85 is the closest station to City’s present incorporated limits, located within the City at the Southwest corner of Nees and Sunnyside Avenues. Station 85 serves unincorporated Fresno County areas nearest to the northern part of the City, as shown in **Exhibit 2**.

F. District’s primary source of funding comes from general purpose ad valorem property tax revenue from all real property within its territorial limits (“Property Taxes”). The revenue within involved tax rate areas is based on the combined “parent zone” and applicable “service zone” tax rates to the taxable value of the real property within such territory, as reflected in **Exhibit 3**.

G. As City expands and property annexes into the City, the property detaches from the District, reducing the size of District’s territorial limits and lowering District’s tax base and Property Taxes it receives. District relies upon Property Taxes District wide to

support its operations, levels of service and to provide regional support, including within the City. To address the impact of the resulting loss of property tax revenue on District facilities, equipment and personnel and to mitigate impacts upon the District from annexations and detachments, Fresno County Local Agency Formation Commission (“LAFCo”) policy requires the City and District attempt to reach an agreement governing the transition of fire protection services as property annexes into the City and detaches from the District (“Agreement”).

H. LAFCo cannot require the parties to negotiate for any particular form of an Agreement. For the past 20 years District and City have operated under transition agreements, the most recent covering the last ten (10) years (the “2003 Transition Agreement”), under which City agreed to pay District a lump sum of money upon annexation and detachment of property reflecting a percentage of Property Taxes District would have received had the property not been annexed for a period of 10 years.

I. District and City have reached an agreement on the terms of a new Agreement under which the District will continue to receive the Property Taxes District would have received had the property not been annexed and detached for a period of 10 years. In exchange for the continued allocation of Property Taxes, District will: (i) provide levels of service that are at least equal to or better than the levels of service currently provided by District in areas adjacent to City as of the date of this Agreement, which directly benefits City and those areas; (ii) continue to provide regional support, which directly benefits the City and future annexation areas and, (iii) formulate and maintain such automatic aid agreements as may be agreed to from time to time by the parties.

J. The intent of this Agreement is to apply to all unincorporated areas that may be subject to annexation to the City and detachment from the District

NOW, THEREFORE, the parties agree as follows:

1. Effect of Recitals. The foregoing Recitals are incorporated in, and are a part of this Agreement.
2. Sharing of Property Taxes. Upon the effective date of annexations/reorganizations of property (“Affected Territory”) into the City, the tax imposed, collected, and allocated by Fresno County for the benefit of the District (“Base Year Allocation” or “BYA”) shall continue to be collected by the County and the County shall allocate the monetary amount of the tax in the Affected Territory to the District which shall be increased by not more than two percent (2%) per annum in accord with the constitutional rate, if imposed by the County. Other than the 2% annual increase, the District will not be eligible to receive any increase in the BYA. Said sum retained by Fresno County shall be paid by the County to District for a period of ten (10) years unless this Agreement shall otherwise terminate as provided herein.

For the purposes of this Agreement, the effective date of reorganizations and the date to be used for when the tax reallocation to District commences, shall be the date upon which the annexation of property is recorded with the County Recorder consistent with statute.

Exhibit 4 sets forth an example of the calculation.

District shall be responsible for making arrangements with the County to allocate the BYA and any fee charged by the County for collection of or retention and payment of the BYA shall be charged to the District. District and City agree to enter into a supplemental agreement with the County for this purpose. Should the County not agree to allocate the BYA to the District, City and District agree to nonetheless implement its timely allocation, such implementation agreement may include City contracting with a private entity to manage the allocation, subject to District being responsible for any fees associated with the other arrangements agreed to by District.

2A. Inapplicability of Revenue Sharing to Substantially Inhabited Areas. The provisions of Section 2 relating to the BYA shall not apply to an area of the County that is annexed into the City and is substantially inhabited. Examples of substantially inhabited areas include:

- Quail Lake Estates, located between Shaw and Ashlan Avenues, east of McCall Avenue. (**Exhibit 5.**)
- Tarpey Village, located in the area generally bounded by Minnewawa, Sunnyside, Gettysburg and Shields Avenues. (**Exhibit 6.**)

This exception shall only apply to forced annexations as defined herein. This exception shall not apply to annexations voluntarily initiated by the City. Forced annexations shall mean:

- (a) Annexations mandated by the State of California.
- (b) Annexations requested by the County of Fresno and subsequently approved by LAFCo through negotiations with the City over tax sharing agreements or project specific development agreements.
- (c) Annexations required by LAFCo.
- (d) Annexations initiated by the voters.

3. Term. The term of this Agreement shall be for a period of ten (10) years from the Effective Date, except that obligations which continue beyond the term of this Agreement shall continue until satisfied. This Agreement shall replace in all respects the 2003 Transition Agreement between the parties.

4. City Imposition of Fee and Right to Terminate. The parties acknowledge that the City intends to charge a fee in accordance with applicable law at the time of approval of an annexation and related discretionary land use approvals, including subdivisions and development agreements, which shall include the amount of the BYA plus any additions as provided by this Agreement, and any additional costs as deemed appropriate by City. City shall provide District with not less than sixty (60) days notice and an opportunity to

comment prior to the approval of any fee. If City is challenged by lawsuit as to the legality of such fee and such fee is declared unenforceable following a final judicial determination, City shall have the right to terminate this Agreement. City shall have no obligation to appeal an adverse trial court ruling.

Prior to termination, City agrees to enter into mediation with District. The parties shall mutually agree upon a mediator and each party shall pay one half (1/2) the cost of the mediator and bear their own costs for the mediation. The parties shall act in good faith and with due diligence to timely complete the mediation. If the mediation is not completed within sixty (60) days of notice, City may immediately terminate this Agreement.

5. District Levels of Service to Areas Adjacent to City. District agrees to maintain current or better levels of service in areas adjacent to City, including future annexation areas, which will be also available to City under mutual aid or other agreements. Nothing in this section is intended nor shall be construed to limit or restrain the powers of District's Board of Directors to make such budgetary or legislative decisions or appropriations regarding levels of service, including, for example, decisions to relocate Station 85 as set forth herein, which it deems necessary for the overall safety and welfare of the District as a whole and to meet regional needs.

6. Disposition and Relocation of Station 85. City and District agree to work collaboratively towards the relocation of Station 85. In that regard, City and District agree to jointly prepare a response study to assist the District in identifying a suitable site for the future station location if requested by the District. If there are any costs associated with the study besides utilizing existing staff and overhead, City and District agree to share equally in the costs of that study, except that in no event shall City's share of the costs exceed \$25,000..

7. Payment of Transition Fee For RO-10-5. 8. With respect to the City parcel referred to as RO-10-5, an annexation that occurred before the Effective Date of this Agreement, the tax revenue due the District under the 2003 Transition Agreement is agreed to be \$21,251.00 payable within 60 days of the Agreement Effective Date.

8. Affect of Annexations. Upon annexation of affected properties to City, those properties shall detach from the District, and all Property Taxes shall be allocated consistent with Agreement section 2 and existing laws, rules, policies and procedures established in the County, subject to any agreement between City and the County.

9. LAFCo Policy. District and City agree that this Agreement is intended to satisfy current LAFCo Policy 102 (041) governing Transition Agreements for fire protection districts.

10. Non Opposition to Annexations. District covenants that during the term of this Agreement it will not oppose and will support all annexations into the City that also involve detachments from the District . This District covenant does not extend to modifications to the City Sphere of Influence or required Municipal Service Reviews adopted by the County Local Agency Formation Commission.

11. Accounting. District and City agree that their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. District and City agree to maintain such records for a possible audit for a minimum of four (4) years from allocation of the BYA to District, and to allow access to such records for an audit during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

12. Termination.

a. Termination Upon Expiration. This Agreement shall terminate upon expiration of its Term.

b. Termination Due to Invalidity. Should any material portion of this Agreement be declared invalid or inoperative by a court of competent jurisdiction this entire Agreement as well as any ancillary documents entered into by the parties in order to fulfill the intent of this Agreement shall immediately be of no force and effect and this Agreement shall terminate in its entirety.

c. Termination Due to Material Breach; Right to Cure. This Agreement may be terminated by either party for a material breach and a failure to cure that breach within sixty (60) days after receipt of a notice to cure.

d. Termination Due to Change in Law. In entering into this Agreement, the parties mutually assume the continuation of the existing statutory scheme for the allocation and distribution of available real property tax revenue to local government (the "AB 8" method of allocation of property taxes and the provisions of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 governing changes in local government reorganization and services) as part of the fundamental reasons for and basic tenets for this Agreement. Accordingly, it is mutually understood and agreed that this Agreement shall terminate immediately and shall be of no further force and effect should substantial substantive changes occur in such statutory scheme or successor statutory schemes (whether by legislative or judicial action) which negate or frustrate the fundamental reasons or tenets of this Agreement, such termination to be in the entirety. Any party contending this section applies shall give written notice of termination pursuant to this section, which notice shall include an explanation of the reason(s) for such termination.

e. Termination Due to Change in LAFCo Policies. District acknowledges that City is entering into this Agreement principally because of LAFCo's policy. Should LAFCo make changes in its policies pertaining to transition agreements between cities and fire districts, which eliminates the requirement of a transition agreement as a prerequisite for the annexation or detachment of District territory, City shall have a right to terminate this Agreement upon thirty (30) days written notice to District. A recommendation by LAFCo for a transition agreement shall not be interpreted as a requirement for a transition agreement. A final judicial determination that LAFCo's policy is unlawful, shall be considered a change in LAFCo policy. Notwithstanding the

foregoing, City shall continue to allocate property taxes pursuant to the terms of this Agreement for all annexations completed prior to termination.

f. Termination Due to District's Failure to Provide Service. This Agreement shall automatically terminate should District cease to provide fire protection services in all locations within City's sphere of influence as then established by LAFCo.

g. Effect of Termination. Upon termination of this Agreement, City shall have no further obligation to have the County or other entity allocate the BYA and City may take whatever actions are necessary to cause the County or other entity to stop allocating the BYA to District and restore City's normal allocation of property taxes. District shall cooperate with City in having the County or other entity stop the allocations. If the BYAs are not timely stopped, all excess allocations to District shall be returned to the City within thirty (30) days of receipt.

13. Remedies for Breach of Agreement. In addition to termination of this Agreement for a material breach, the parties may exercise any other remedy available to them at law or in equity, including specific performance, injunctive relief, and writ of mandate.

14. Dispute Resolution. If any dispute arises regarding the interpretation or application of this Agreement or any determination or calculation thereunder, the parties agree upon the request of either of them to meet and attempt to resolve the same amicably for a period not to exceed thirty (30) days.

If the dispute is not otherwise resolved, and absent the need for emergency relief or to meet a statute of limitations, the parties agree to enter into mediation before initiating litigation. The parties shall mutually agree upon a mediator and each party shall pay one half (1/2) the cost of the mediator and bear their own costs for the mediation. The mediation shall be completed within ninety (90) days of notice of the intent to undergo mediation. If the mediation is not completed within 90 days of notice, a party may initiate litigation. The parties shall act in good faith and with due diligence to timely complete the mediation.

If litigation is commenced before mediation due to one of the reasons mentioned above, the parties agree to immediately commence and complete mediation within 90 days of the commencement of litigation as evidenced by the filing in court of a formal complaint, petition, or similar document.

15. Modification. This Agreement may be modified or amended only by a writing duly authorized and executed by the City and District.

16. Enforcement. The City and District each acknowledge that this Agreement cannot bind or limit themselves or each other or their future governing bodies in the exercise of their discretionary legislative power. However, each binds itself that it will insofar as is legally possible, fully carry out the intent and purposes hereof, if necessary, by administrative and ministerial action independent of that legislative power and that this Agreement may be enforced by injunction or mandate or other writ to the full extent allowed by law.

17. Integration. With respect to the subject matter hereof, this Agreement is intended to be an integrated agreement and supersedes any and all previous negotiations proposals, commitments, writings and understandings of any nature whatsoever between the City and the District as to the subject matter of this Agreement.

18. Notice. All notices, requests, determinations or other correspondence required or allowed by law or this Agreement to be provided by the parties shall be in writing and shall be deemed given and received when delivered to the recipient by first-class mail (or an equal or better form of delivery) at the following addresses:

CITY

City Manager
City of Clovis
1033 Fifth Street
Clovis, California 93612

DISTRICT

Fire Chief
Fresno County Fire Protection District
210 South Academy Avenue
Sanger, California 93657

By giving notice, either party may change its address for these purposes.

19. Third Parties. This Agreement shall not be construed as or deemed an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

20. Subsequent District Agreements. District agrees that if, during the term of this Agreement, District negotiates with another municipality a property tax allocation agreement involving an annexation to the municipality and a detachment from the District which contains more favorable terms than this Agreement, District shall notify City within thirty (30) days of such agreement and offer those same terms to City. More favorable terms, means, but is not necessarily limited to, another municipality allocating to District a lower percentage of taxes than City allocates District under Section 2 of this Agreement.

21. Attorneys Fees and Costs. In any action to enforce the provisions of this Agreement or for breach of the Agreement, the prevailing party shall recover from the other party, in addition to any damages, injunctive or other relief, all costs (whether or not allowable as "cost" items by law) reasonably incurred at, before and after trial or on appeal, including without limitation attorneys' and witness (expert and otherwise) fees, deposition costs, copying charges and other expenses.

22. Approval. The parties represent that this Agreement was approved by their respective governing boards at a properly noticed meeting.

23. Choice of Law and Venue. This Agreement shall be governed by the laws of the State of California. Venue for actions and proceedings between the parties related to this Agreement shall be Fresno County Superior Court for state actions and the Eastern District of California for any federal action.

IN WITNESS WHEREOF, the parties have entered into this Agreement in Fresno County, California.

FRESNO COUNTY FIRE PROTECTION DISTRICT

CITY OF CLOVIS

By Mike Del Puppo
Mike Del Puppo, Board President

By Jose Flores
Jose Flores, Mayor

Date: 01/16/2013

Date: 1/28/13

ATTEST:

ATTEST:

By Frank Del Testa
Frank Del Testa, Board Secretary

By John Holt
John Holt, City Clerk

Date: 1-16-13

Date: 1/28/13

APPROVED AS TO FORM:

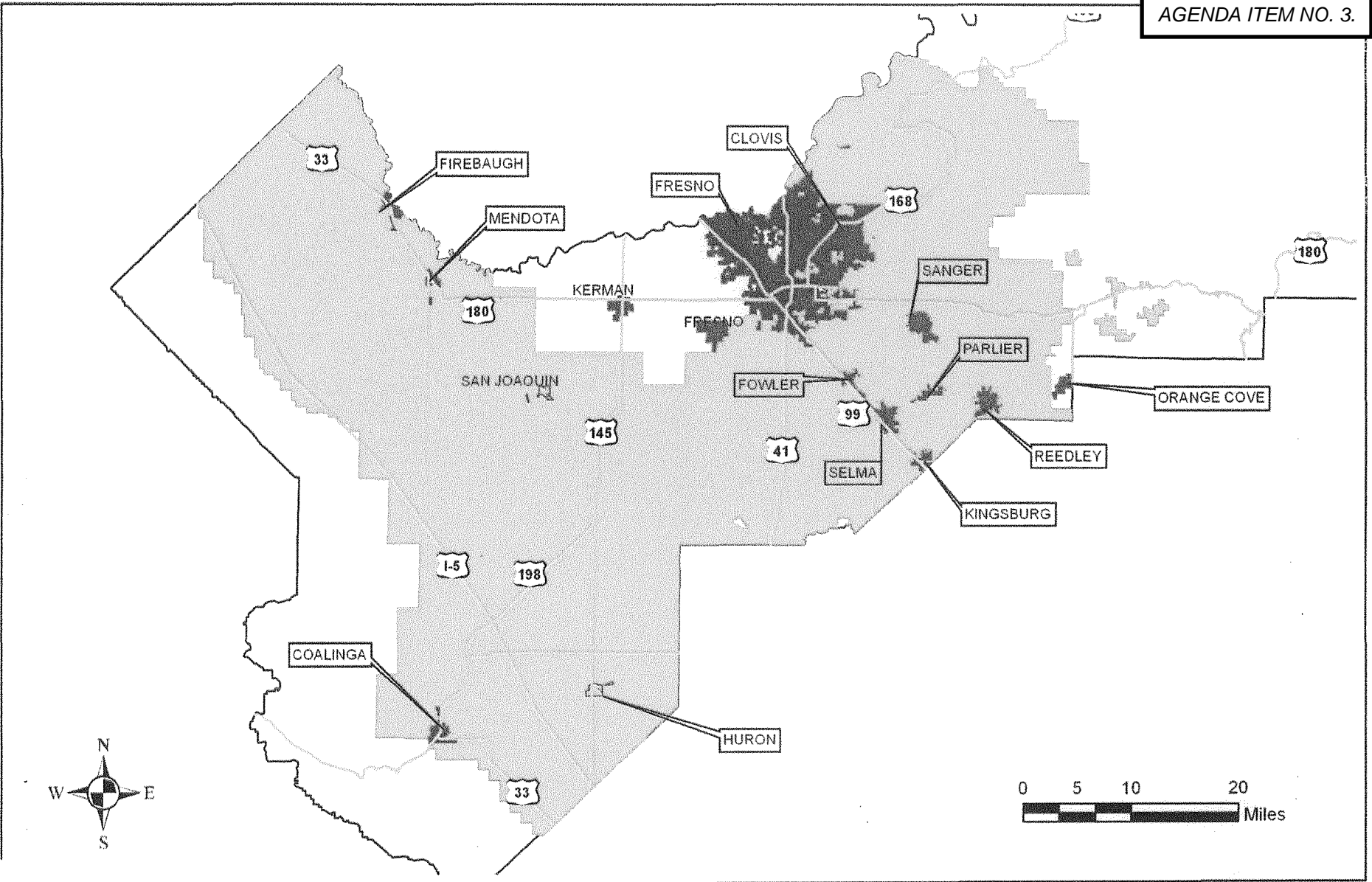
APPROVED AS TO FORM:

William D. Ross
William D. Ross, District Counsel

David J. Wolfe
David J. Wolfe, City Attorney

Date: 1-16-13

Date: 1/28/13



Fresno Local Agency Formation Commission Fresno County Fire Protection District

Exhibit 1

- Legend**
- District Area & SOI
 - City Areas

Mid Valley Formed: 1949
 Westside Formed: 1936
 Consolidated: 1994

SOI Adopted: 6/25/1975
 SOI Updated: 6/13/2007
 Map Date: September 2007

District Area: 1,633,099 Acres
 Sphere Area: 1,633,099 A

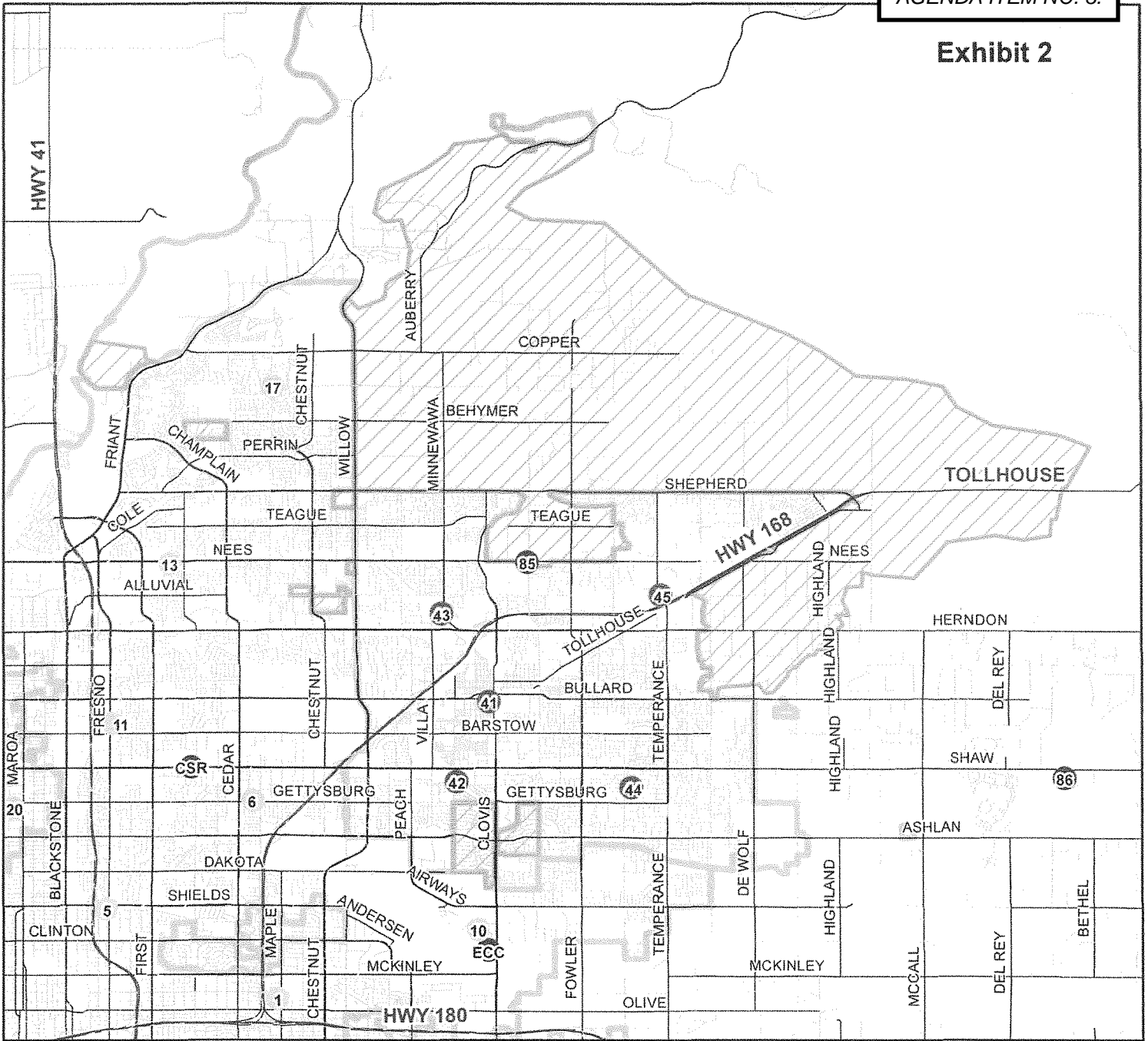
STATION 85 FIRST IN AREA

1:130,000









AGENDA ITEM NO. 3.

Exhibit 2



LEGEND

-  Station 85
-  First In Area
-  City Limits
-  Highways
-  Major Roads
-  Local Roads

Map Projection: GCS_North_American_1983

Map Date: January 18, 2013

SPECIAL TAX ZONE 10

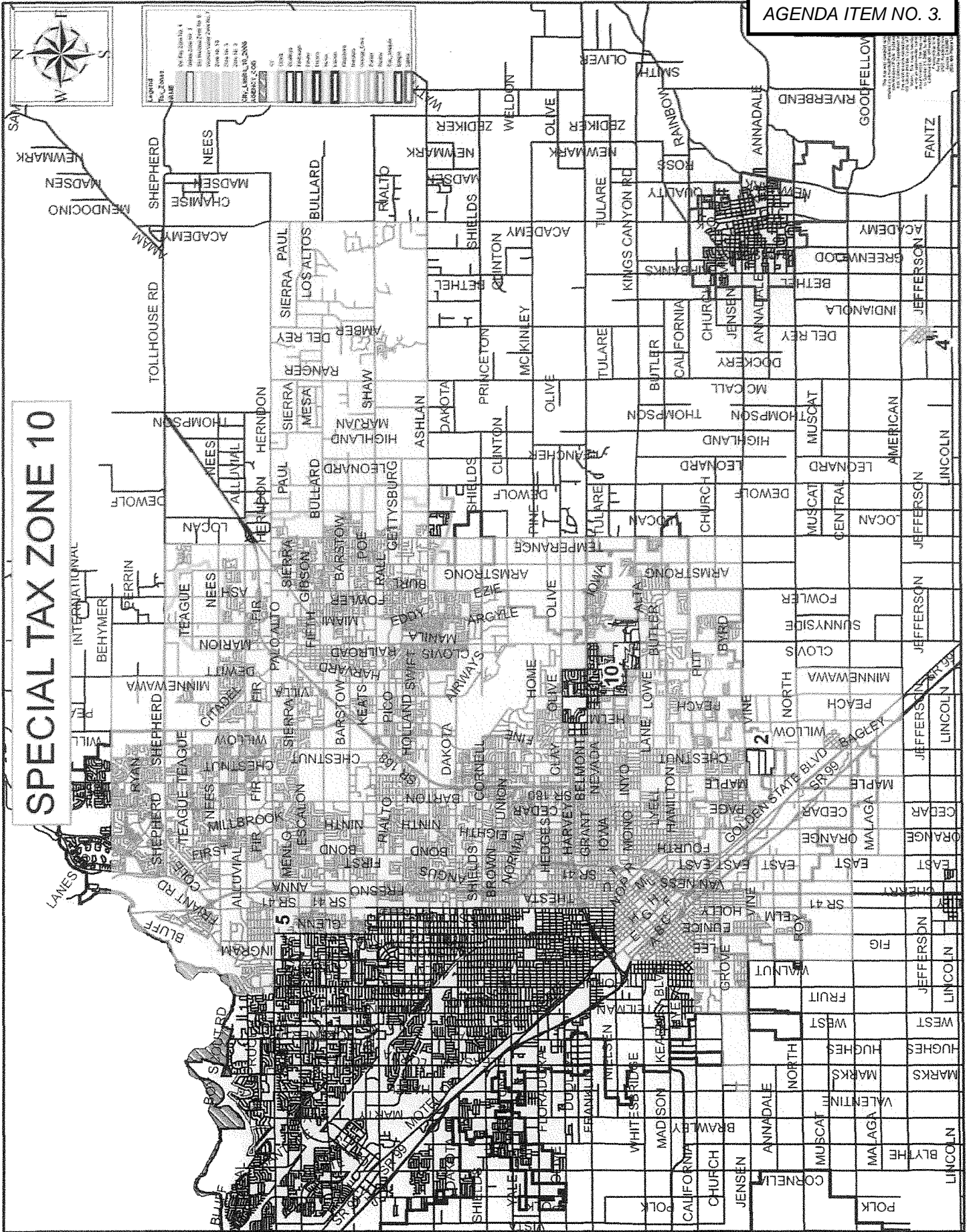


Exhibit (4)

BASE YEAR ALLOCATION (BYA)

The ten (10) year agreement provides for a payment to the District for 100% of the BY A for a period of 10 years. BYA to include up to a 2% annual constitutional increase if imposed.

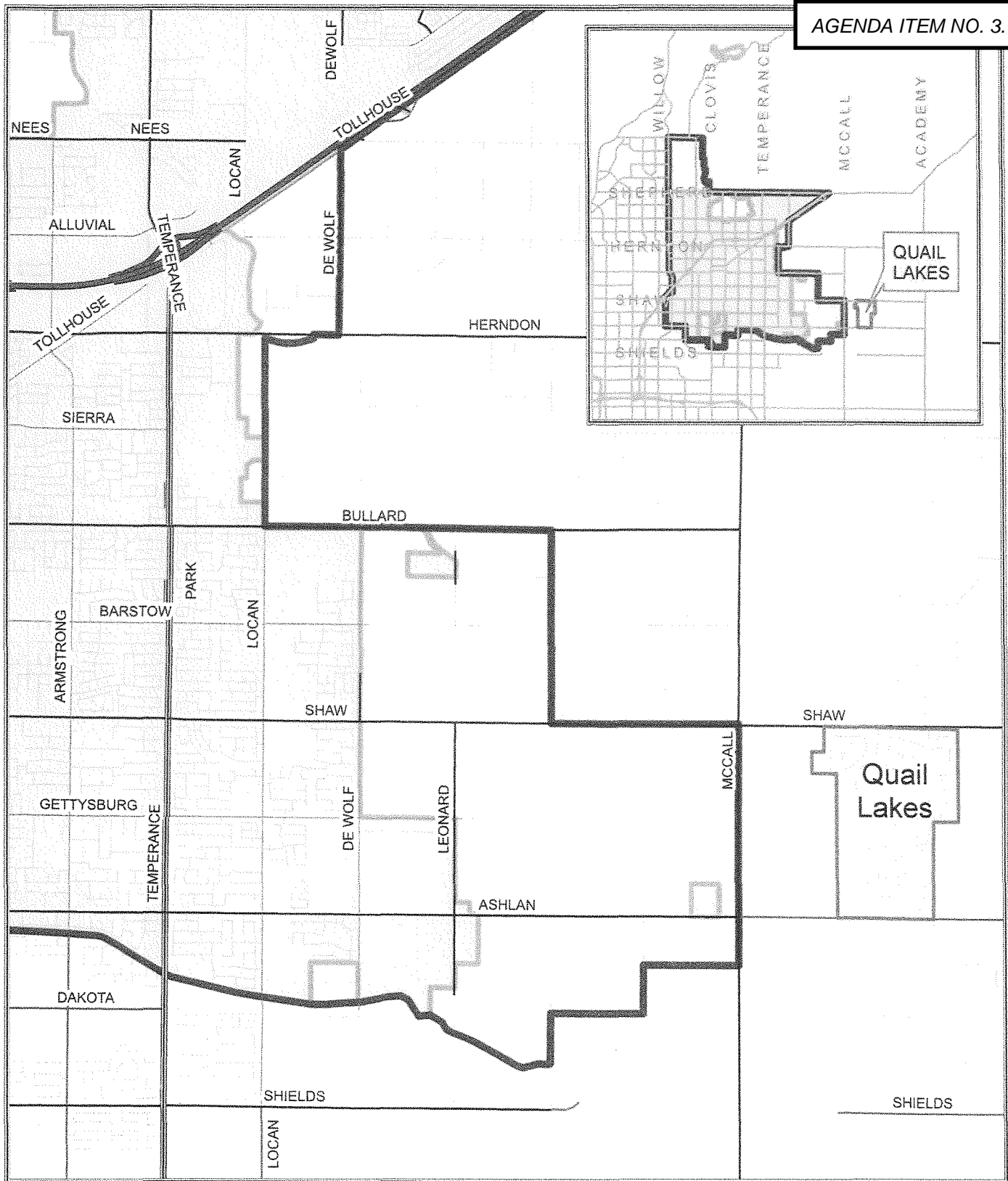
Example: BYA for a reorganization (annexation) of one acre valued at \$100,000 at the reorganization effective date assuming an Effective Tax Rate (ETR) of 0.19%

Assessed Value: \$100,000

ETR: 0.19%




BYA: \$190 ($\$100,000 \times 0.19\% = \190.00)

Year	1	\$190.00
	2	\$193.80 (add 2%)
	3	\$197.68 (add 2%)
	4	\$201.63 (add 2%)
	5	\$205.66 (add 2%)
	6	\$209.78 (add 2%)
	7	\$213.97 (add 2%)
	8	\$218.25 (add 2%)
	9	\$222.62 (add 2%)
	10	\$227.07 (add 2%)
		\$2,080.46 (110% for 10 year term)



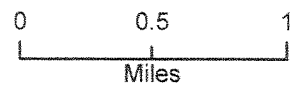
QUAIL LAKES

Quail Lakes

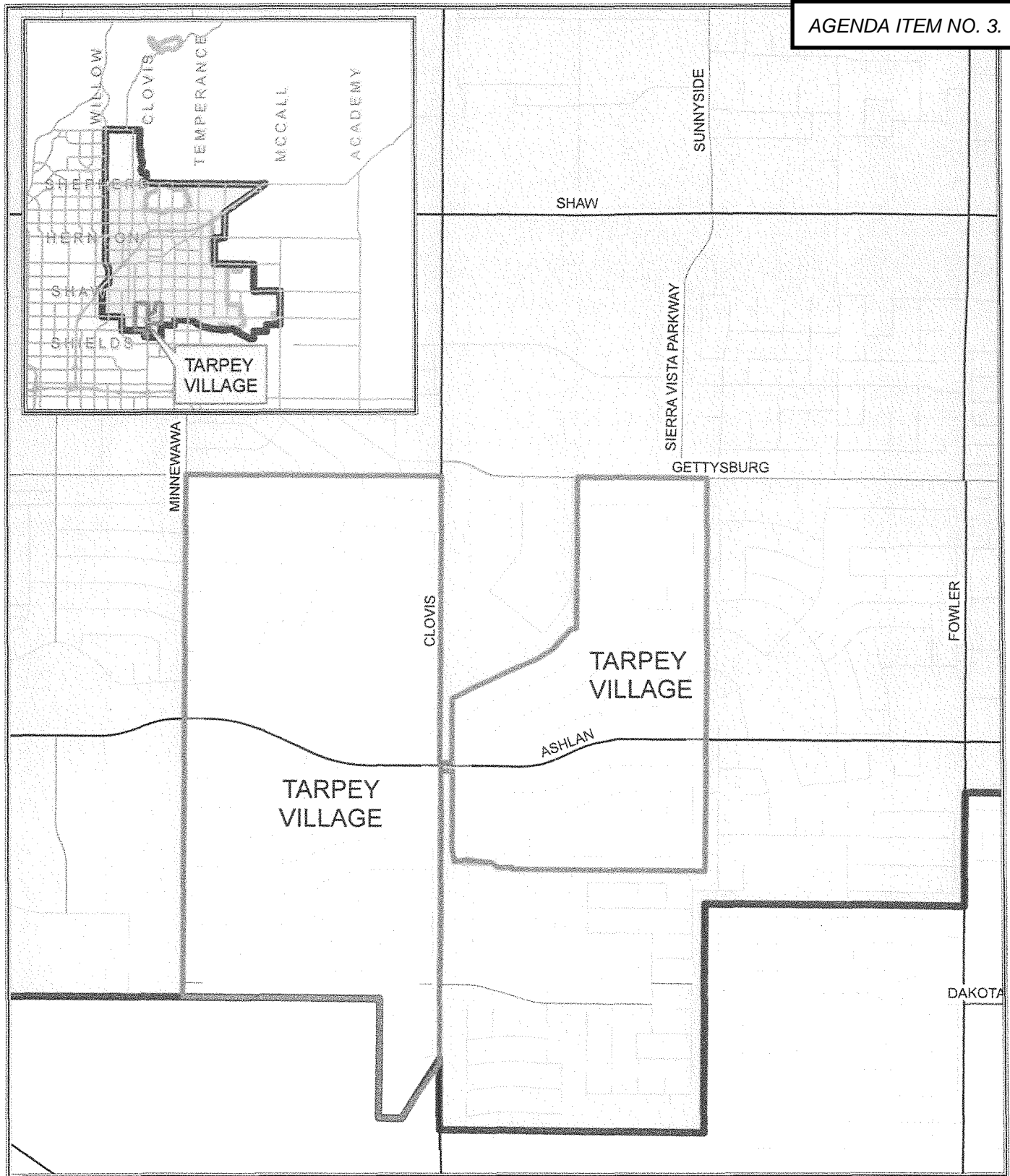
-  QUAIL LAKES
-  CLOVIS SOI
-  CLOVIS CITY LIMITS




Quail Lakes

Exhibit 5



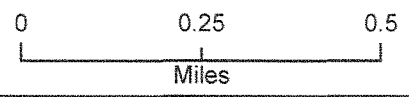
Date: 1/4/2013



-  TARPEY VILLAGE
-  CLOVIS SOI
-  CLOVIS CITY LIMITS

Tarpey Village

Exhibit 6



Date: 1/4/2013

**PROPERTY TAX ALLOCATION
AGREEMENT BETWEEN
THE CITY OF CLOVIS
AND
THE FRESNO COUNTY FIRE PROTECTION DISTRICT**

This Property Tax Allocation Agreement (“Agreement”) is entered into and effective March 1, 2020 (“Effective Date”), between the City of Clovis, a California general law city and municipal corporation (“City”) and the Fresno County Fire Protection District (“District”), a local fire protection district organized and existing as a California Special District under provisions of the Fire Protection District Law of 1987 (Health & Safety Code Section 13800 *et seq.*,) with respect to the following Recitals, which are incorporated as a substantive part of this Agreement.

RECITALS

WHEREAS, the District is the primary provider of fire suppression, prevention, rescue, emergency medical services and hazardous material emergency response and other services relating to the protection of lives and property (“Fire Protection Services”) within its territorial limits, which includes areas near the incorporated centers of the County of Fresno (“County”), including the City. Current District boundaries are reflected in **Exhibit 1**, attached and incorporated by this reference. The District also provides Fire Protection Services to certain incorporated cities and substantial portions of unincorporated areas within the County; and

WHEREAS, the City is the provider of Fire Protection Services within its corporate limits; and

WHEREAS, the District's primary source of funding comes from general purpose *ad valorem* property tax revenue from all real property within its territory (property taxes). The revenue within involved tax rate areas is based on the combined “parent zone” and applicable “service zone” tax rates to the taxable value of the real property within such territory; and

WHEREAS, from time to time in connection with proposed property development, territory within the District is annexed into the City and detached from the District. Although District no longer services properties that annex into the City and detach from the District, District wide service obligations and regional support are not reduced commensurately. To address the impact of the resulting loss of property tax revenue on District facilities, equipment and personnel and partially mitigate impacts upon the District from annexations and detachments, Fresno County Local Agency Formation Commission (“LAFCo”) policy requires the City and District to reach an agreement governing the transition of Fire Protection Services: and

WHEREAS, for the past 26 years District and the incorporated cities in the County have operated under transition agreements, the most recent covering the last Six (6) years (the “2013 Transition Agreement”), under which City agreed to pay District a yearly sum of money upon annexation and detachment of property reflecting a percentage of Property Taxes District would have received had the property not been annexed for a period of 10 years; and

WHEREAS, the District and City desire to enter into a new agreement under substantially the same terms, removing obsolete language, and providing for a new 10-year term with an option for the parties to extend the term for an additional 10 years; and

WHEREAS, the intent of this Agreement is to apply to all unincorporated areas that are within the jurisdictional boundaries of the District which may be subject to annexation to the City.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

- 1. Effect of Recitals. The foregoing Recitals are incorporated in and are a part of this Agreement.

- 2. Allocation and Payment of Property Taxes.
 - a. Upon the effective date of annexations/reorganizations of property (“Affected Territory”) into the City and detachment of the Affected Territory from the District, the real property tax previously imposed on the Affected Territory, and collected and allocated by Fresno County for the benefit of the District (“Base Year Allocation” or “BYA”) shall continue to be collected by the County from the City's portion of real property taxes, but paid to the City and the City shall allocate and pay the BYA for the Affected Territory to the District for a period of 10 years from the effective date of the specific reorganization. The BYA shall include any increase up to two percent (2%) per annum imposed by the County in accordance with the constitutional rate. Other than a potential up to 2% annual increase in the BYA, the District will not be eligible to receive any increase in the BYA.

For the purposes of this Agreement, the effective date of reorganizations and the date to be used for when the tax reallocation to District commences, shall be the date upon which the annexation of property is recorded with the County Recorder and California State Board of Equalization consistent with applicable law.

Exhibit 2, attached and incorporated by this reference, sets forth the example of the calculation.

District shall be responsible for creating the tax allocation rate schedule

and providing City the ability for review and agreement prior to District invoicing the City for the BYA.

b. The District shall notice and invoice the City to pay the applicable BYA to the District in July of each year. Such notice shall include the applicable tax allocation rate schedule showing the BYA due the District. City shall send the applicable payment to District within thirty (30) days after the City's receipt of the District's notice, invoice and tax allocation rate schedule. In the event the City does not pay to the District the applicable BYA due the District within said thirty (30) day period, the amount due the District shall be assessed interest at the legal rate commencing on the thirty first (31) day after the City's receipt of the District's notice and tax allocation rate schedule. The City's failure to make the allocated monetary payment amount due the District within the time period set forth in this subparagraph 2b. shall be considered a material breach of this Agreement.

c. The City and District agree that if it is estimated the annual allocation of BYA over the 10-year allocation period, which includes the 2% annual constitutional rate increase, is less than \$10,000. City will pay the entire 10-year allocation in one (1) lump sum at the time the first annual allocation payment is due.

2A. Inapplicability of this agreement to two Substantially Inhabited Areas. The provisions of Section 2 relating to the BYA shall not apply to two substantially inhabited areas of the County if the City is forced to annex those areas, as described herein. Should this occur, the City and District agree to enter into negotiations that will produce an agreement for these two areas in compliance with the provisions of Section 5. The two substantially inhabited areas are:

- Quail Lake Estates, located between Shaw and Ashlan Avenues, east of McCall Avenue. (**Exhibit 3.**)
- Tarpey Village, located in the area generally bounded by Minnewawa, Sunnyside, Gettysburg and Shields Avenues. (**Exhibit 4.**)

This exception, 2A, shall only apply to forced annexations as defined herein. This exception shall not apply to annexations voluntarily initiated by the City. Forced annexations shall mean:

- (a) Annexations mandated by the State of California.
- (b) Annexations requested by the County of Fresno and subsequently approved by LAFCo through negotiations with the City over tax sharing agreements or project specific development agreements.
- (c) Annexations required by LAFCo.

(d) Annexations initiated by the voters.

3. Term. The term of this Agreement shall be for a period of 10 years from the Effective Date, through December 31, 2029, and it shall replace in all respects the 2013 Transition Agreement between the parties, except that obligations which by the terms expressed herein are intended to continue beyond the term of this Agreement shall continue until satisfied. This Agreement may also be extended by an additional period of 10 years from the expiration date with the agreement of both District and City.

4. Affect of Annexations. Upon annexation of affected properties to City, those properties shall detach from the District, and all Property Taxes shall be allocated consistent with Agreement section 2 and existing laws, rules, policies and procedures established in the County, subject to any applicable agreement between City and the County.

5. LAFCo Compliance. District and City agree that this Agreement is intended to satisfy the intent and purpose of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

6. Non Opposition to Annexations. District represents and agrees that during the term of this Agreement, it will not oppose further annexation to the City. This District agreement does not extend to modifications to the City Sphere of Influence or required Municipal Service Reviews adopted by the Fresno County LAFCo.

7. Accounting. District and City agree that their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. District and City agree to maintain such records for a possible audit for a minimum of four (4) years from the recording date of an annexation to the City and to allow access to such records for an audit during normal business hours.

8. Termination.

a. Termination Upon Expiration. This Agreement shall terminate upon expiration of its Term, if not extended by agreement.

b. Termination Due to Invalidity. Should any material portion of this Agreement be declared invalid or inoperative by a court of competent jurisdiction, this entire Agreement as well as any ancillary documents entered into by the parties in order to fulfill the intent of this Agreement shall immediately be of no force and effect and this Agreement shall terminate in its entirety.

c. Termination Due to Material Breach: Right to Cure. This Agreement may be terminated by either party for a material breach and a failure to cure that breach within thirty (30) days after receipt of a notice to cure.

d. Termination Due to Change in Law. It is mutually understood and agreed that this Agreement shall terminate immediately and shall be of no further force and effect should substantial substantive changes occur in such statutory scheme or successor statutory schemes (whether by legislative or judicial action) which negate or frustrate the fundamental reasons or tenets of this Agreement, such termination to be in the entirety. Any party contending this section applies shall give written notice of termination pursuant to this section, which notice shall include an explanation of the reason(s) for such termination.

9. Renewal of Agreement. Within 60 days after the date of commencement of the ninth year of this Agreement, the District and the City agree to meet and negotiate in good faith, in an attempt to agree upon the terms and conditions of an extension of this Agreement consistent with applicable law at the time.

10. Remedies for Breach of Agreement. In addition to termination of this Agreement for a material breach, the parties may exercise any other remedy available to them at law or in equity, including specific performance, injunctive relief, and writ of mandate.

11. Dispute Resolution. If any dispute arises regarding the interpretation or application of this Agreement or any determination or calculation thereunder, the parties agree upon the request of either of them to meet and attempt to resolve the same amicably for a period not to exceed thirty (30) days.

If the dispute is not otherwise resolved, and absent the need for emergency relief or to meet a statute of limitations, the parties agree to enter into mediation before initiating litigation. The parties shall mutually agree upon a mediator and each party shall pay one half (1/2) the cost of the mediator and bear their own costs for the mediation. The mediation shall be completed within sixty (60) days of notice of the intent to undergo mediation. If the mediation is not completed within sixty (60) days of notice, a party may initiate litigation. The parties shall act in good faith and with due diligence to timely complete the mediation.

If litigation is commenced before mediation due to one of the reasons mentioned above, the parties agree to immediately commence and complete mediation within sixty (60) days of the commencement of litigation as evidenced by the filing in court of a formal complaint, petition, or similar document.

12. Modification. This Agreement may be modified or amended only by a writing duly authorized and executed by the City and District.

13. Enforcement. The City and District each acknowledge that this Agreement cannot bind or limit themselves or each other or their future governing bodies in the exercise of their discretionary legislative power. However, each binds itself that it will insofar as is legally possible, fully carry out the intent and purposes hereof, if necessary, by administrative and ministerial action independent of that legislative power and that this Agreement may be enforced by injunction or mandate or other writ to the full extent allowed by law.

14. Integration. With respect to the subject matter hereof, this Agreement is intended to be an integrated agreement and supersedes any and all previous negotiations proposals, commitments, writings and understandings of any nature whatsoever between the City and the District as to the subject matter of this Agreement.

15. Notice. All notices, requests, determinations or other correspondence required or allowed by law or this Agreement to be provided by the parties shall be in writing and shall be deemed given and received when delivered to the recipient by first-class mail (or an equal or better form of delivery) at the following addresses:

CITY
City Manager
City of Clovis
1033 Fifth Street
Clovis, California 93612

DISTRICT
Fire Chief
Fresno County Fire Protection District
210 South Academy Avenue
Sanger, California 93657

By giving notice, either party may change its address for these purposes.

16. Third Parties. This Agreement shall not be construed as or deemed an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause of action whatsoever.

17. Subsequent District Agreements. District agrees that if, during the term of this Agreement, District negotiates a property tax allocation involving an annexation to the municipality and a detachment from the District with any other municipality which contains more favorable terms than this Agreement, District shall notify City within thirty (30) days of such agreement and offer those same terms to City. More favorable terms, means, but is not necessarily limited to, another municipality allocating to District a lower percentage of taxes than City allocates District under Section 2 of this Agreement.

18. Attorney's Fees and Costs. In any action to enforce the provisions of this Agreement or for breach of the Agreement, the prevailing party shall recover from the other party, in addition to any damages, injunctive or other relief, all costs (whether or not allowable as "cost" items by law) reasonably incurred at, before and after trial or on appeal, including without limitation attorneys' and witness (expert and otherwise) fees, deposition costs, copying charges and other expenses.

19. Approval. The parties represent that this Agreement was approved by their respective governing boards at a properly noticed meeting.

20. Choice of Law and Venue. This Agreement shall be governed by the laws of the State of California. Venue for actions and proceedings between the parties related to this Agreement shall be in the Eastern District of California for any federal action and, unless otherwise agreed by the parties, in Fresno County Superior Court for state actions.

21. Agreement Mutually Drafted. Each party has participated jointly in the drafting of this Agreement, which each Party acknowledges is the result of extensive negotiations between the Parties, and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. If an ambiguity or question of intent or interpretation arises, then this Agreement will accordingly be construed as drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any Party to this Agreement by virtue of the authorship of any of the provisions of this Agreement. The captions, headings and table of contents contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

22. Notification to County Auditor-Controller/Treasurer/Tax-Collector. Immediately after the Effective Date of this Agreement, City and District shall furnish a fully executed copy of this Agreement to the Fresno County Auditor-Controller/Treasurer Tax-Collector ("County Auditor") at the address listed below. Any Agreement amendment, upon its becoming effective, shall also be furnished to the County Auditor by the City and the District.

Fresno County Auditor-Controller/Treasurer Tax-Collector
2281 Tulare Street
Fresno, CA 93721

Signatures on next page

IN WITNESS WHEREOF, the parties have entered into this Agreement in Fresno
County, California.

FRESNO COUNTY FIRE PROTECTION DISTRICT CITY OF CLOVIS

By: _____
Mike Del Puppo, Board President

By: _____
Luke Serpa, City Manager

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Frank Del Testa, Board Secretary

By: _____
John Holt, City Clerk

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

William D. Ross, District Counsel

David J. Wolfe, City Attorney

Date: _____

Date: _____

Fresno County Fire Protection District Exhibit 1

1:700,000

AGENDA ITEM NO. 3.

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Miles

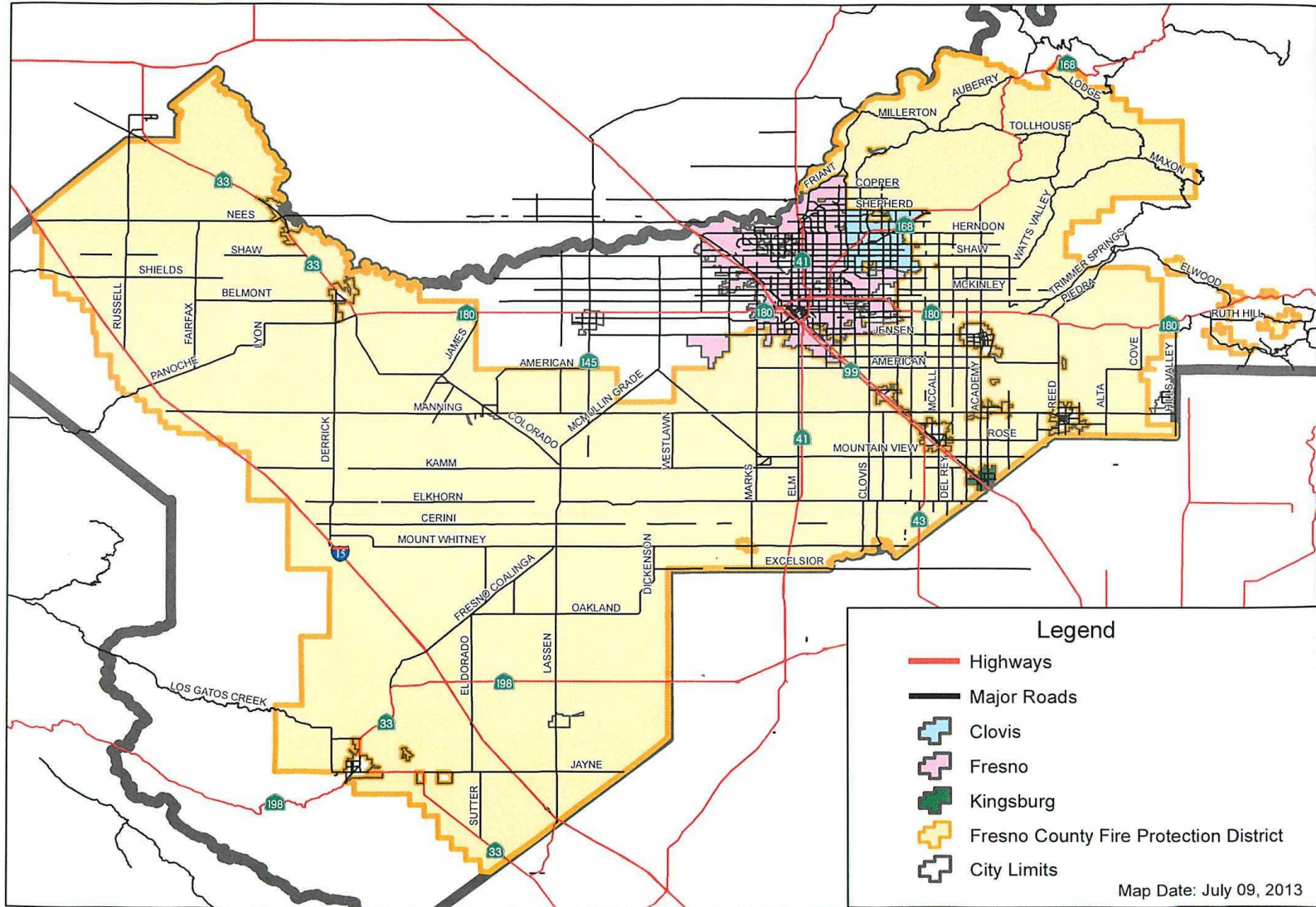


Exhibit 2

City of Clovis/ Fresno County Fire Protection

District Transition Agreement

Base Year Allocation of RO-18-2 Ashlan/Highland SW Reorganization

This agreement is intended to execute the Transition Agreement entered into between the City of Clovis and the Fresno County Fire Protection District effective March 1, 2020. The agreement provides for a payment to the District for 100% of the Base Year Allocation (BYA) for a period of (10) years. BYA to include up to a 2% annual constitutional increase determined by the State Board of Equalization. Year 1 payment due District the fiscal year following the year the City receives its allocation of property taxes from this annexation. Payments due the District for each fiscal year (July 1 - June 30) will be made no later than August 30 each year for the prior fiscal year. City and District agree that total payments for annexations over a ten-year period that are less than \$10,000, City will pay the District a one-time payment in total for that annexation.

Recording Date: 04/16/2018
 Tax Roll Used: 2017
 Tax Rate Area (TRA) # 071-041
 Total Assessed Value \$5,227,137.00
 Net Assessed Value (NAV) at Recording= \$5,227,137
 Equivalent Tax Rate (ETR) = 0.190989 **(See Next Page for Calculation Method)**
 Base Year Allocation (BYA) = \$9,983.26

	Year	BYA +	Annual Increase	Payment Due
Year 1 Payment	2019	\$9,983.26		\$9,983.26
Year 2 Payment	2020	\$10,182.93	2.00%	\$10,182.93
Year 3 Payment	2021	\$10,386.59	2.00%	\$10,386.59
Year 4 Payment	2022	\$10,594.32	2.00%	\$10,594.32
Year 5 Payment	2023	\$10,806.21	2.00%	\$10,806.21
Year 6 Payment	2024	\$11,022.33	2.00%	\$11,022.33
Year 7 Payment	2025	\$11,242.78	2.00%	\$11,242.78
Year 8 Payment	2026	\$11,467.64	2.00%	\$11,467.64
Year 9 Payment	2027	\$11,696.99	2.00%	\$11,696.99
Year 10 Payment	2028	\$11,930.93	2.00%	\$11,930.93
Total Amount Due		\$109,313.98		

Mark A. Johnson
Chief
Fresno County Fire Protection District

Luke Serpa
City Manager
City of Clovis

Date

Date

The Base Year Allocation (BYA) for an annexation means the sum derived by: Multiplying the Equivalent Tax Rate (ETR) by the Net Assessed Value (NAV) of the annexation. The ETR equals the sum of the Equivalent Tax Rate for the Parent Zone (ETRPZ) plus the Equivalent Tax Rate for any District Service Zone in the Annexation, in this example, Service Zone 10 (ETRZ10). The ETRPZ equals the Net Tax Levy for the Parent Zone (NTLPZ) divided by the Total Assessed Value of the Parent Zone (TAVPZ). The ETRPZ10 equals the Net Tax Levy for Service Zone 10 (NTLZ10) divided by the Total Assessed Value of Service Zone 10 (TAVZ10).

Expressed in equations, the calculations shall be made as follows:

BYA = ETR x NAV

ETR = ETRPZ + ETRZ10

ETRPZ = NTLPZ ÷ TAVPZ

ETRZ10 = NTLZ10 ÷ TAVZ10

- Where:
- BYA means "Base Year Allocation"
 - ETR means "Equivalent Tax Rate"
 - NAV means "Net Assessed Value"
 - ETRPZ means "Equivalent Tax Rate for the Parent Zone"
 - ETRZ10 means "Equivalent Tax Rate for Service Zone 10"
 - NTLPZ means "Net Tax Levy for the Parent Zone**"
 - TAVPZ means Total Assessed Value for the Parent Zone**"
 - NTLZ10 means "Net Tax Levy for Service Zone 10**"
 - TAVZ10 means "Total Assessed Value for Service Zone 10**"

*The Total Assessed Value for the Parent or Service Zones include both Secured and Unsecured amount totals added together from the Fresno County Schedule of Levy's, from the Tax Roll at the date of recording.

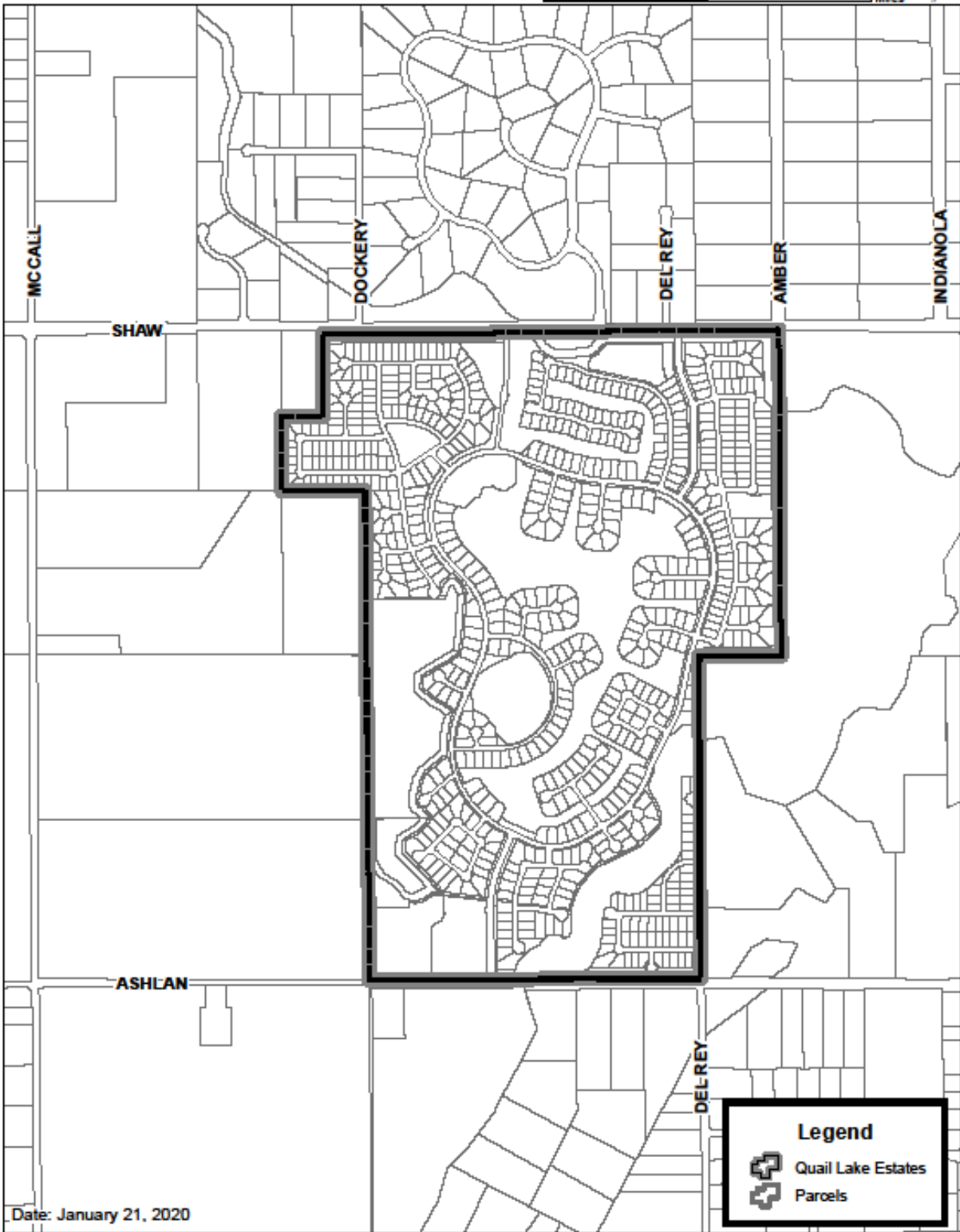
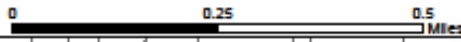
**The Net Tax Levy for the Parent or Service Zones include both Secured and Unsecured amount totals added together from the Fresno County Schedule of Levy's, from the Tax Roll at the date of recording.

Calculation Example:

Net Tax Levy of the Parent Zone*	\$13,510,313
Total Assessed Value of the Parent Zone	÷ \$17,266,669,708
Equivalent Tax Rate – Parent Zone	= 0.078245
Net Tax Levy of Service Zone 10*	\$4,454,026
Total Assessed Value of Service Zone 10	÷ \$3,950,526,660
Equivalent Tax Rate – Service Zone 10	= 0.112744
Equivalent Tax Rate – Parent Zone	0.078245
Equivalent Tax Rate – Service Zone 10	+ 0.112744
Combined Equivalent Tax Rate (ETR)	= 0.190989

Exhibit 3 Quail Lake Estates

1:12,000

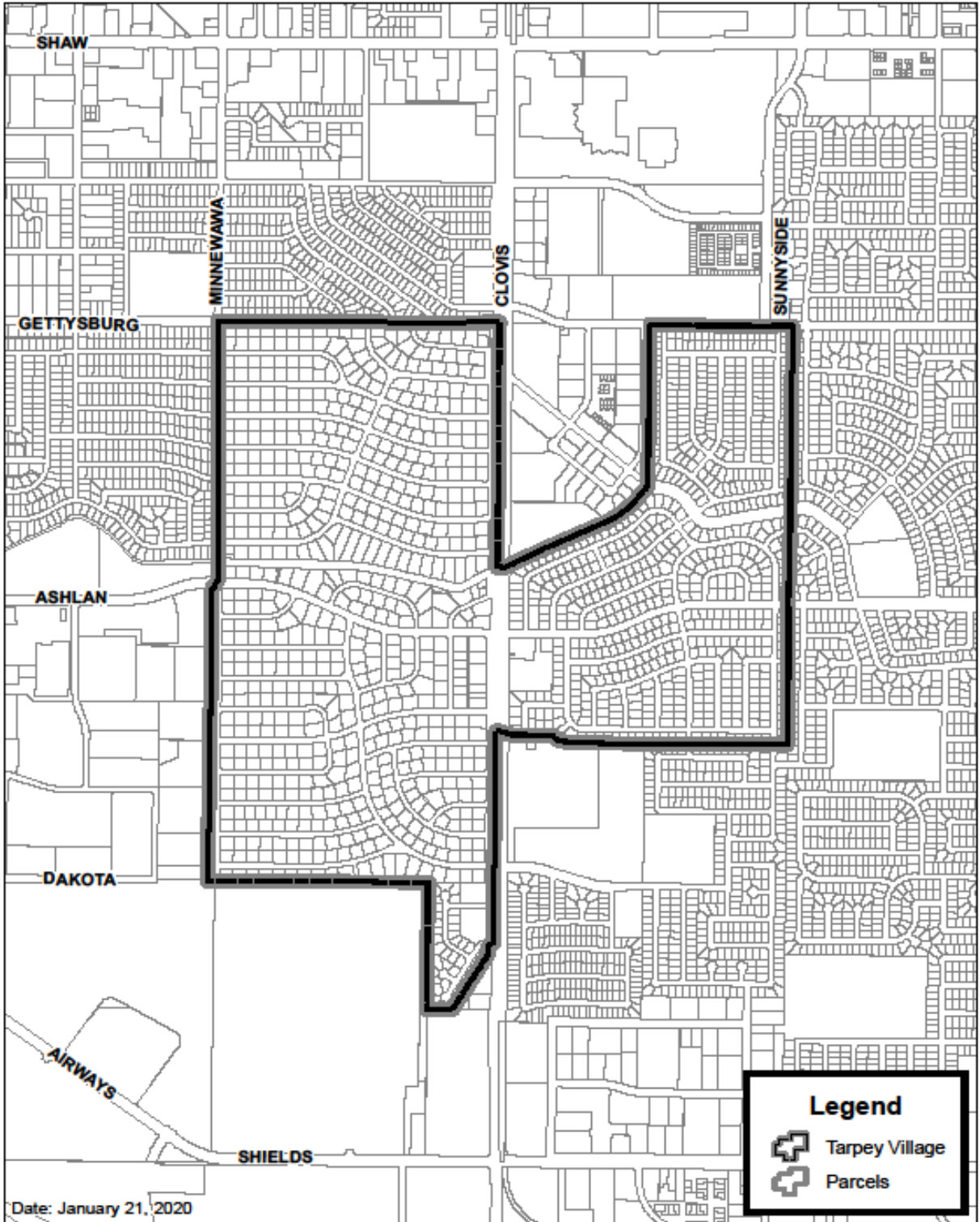
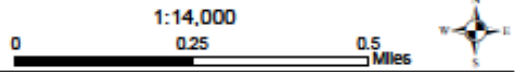


Legend

- Quail Lake Estates
- Parcels

Date: January 21, 2020

Exhibit 4 Tarpey Village





CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: February 3, 2020

SUBJECT: General Services - Approval – Res. 20-___, Amending the City’s FY 19-20 Classification and Compensation Plans to Adopt a Property and Evidence Supervisor Classification and Salary Range; and Approval - Res. 20-___, Authorizing Amendments to the Senior Property and Evidence Technician Classification; and Approval - Res. 20-___, Amending the City’s FY 19-20 Position Allocation Plan.

ATTACHMENTS:

1. Res. 20-___, Adopt Supervisor Classification
2. Res. 20-___, Amendments to Senior Property Tech Classification
3. Res. 20-___, Allocation Plan

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve Resolution 20-___, Amending the City’s FY 19-20 Classification and Compensation Plan to Adopt a Property and Evidence Supervisor Classification and Salary Range; Approve Resolution 20-___, Amending the Senior Property and Evidence Technician Classification; and Approve Resolution 20- ___, Amending the City’s FY 19-20 Position Allocation Plan within the Police Department.

EXECUTIVE SUMMARY

The Police Department has a need to add a Property and Evidence Supervisor classification. The proposed classification will be responsible for the supervision and operation of the Department’s property and evidence room. The Police Department is recommending the addition of one (1) Property and Evidence Supervisor classification to the Position Allocation Plan. It has also been determined that it would be beneficial to update the Senior Property and Evidence Technician Classification and revise the education and experience sections. Modification of the City’s Classification, Compensation, and Position Allocation Plans require the City Council’s approval.

BACKGROUND

The Police Department has a need to add a Property and Evidence Supervisor classification. The incumbent will be responsible for supervising the property room staff and ensuring that proper evidence storage and proper procedures are followed. In addition, this classification will be responsible for researching case status in California Law Enforcement Telecommunication System (CLETS) and communicating with the City Attorney’s office and the investigation unit. With the growth of the City, it is necessary to add this position and update the Position Allocation Plan. This new classification will be assigned to the Management Group.

It is recommended that the Position Allocation Plan be amended to add one (1) Property and Evidence Supervisor position. Modification of the City’s Position Allocation Plan requires approval of the City Council.

A recent analysis of the Senior Property and Evidence Technician Classification identified a need for minor revisions and updates to the classification. The education and experience sections were also updated to attract more applicants. This revision will assist with any recruitments that may occur in the future.

The Senior Property and Evidence Technician Classification is assigned to the Clovis Public Safety Employees Association (CPSEA) bargaining unit for purposes of employee representation. Representatives of the CPSEA bargaining unit have been advised of the proposed revisions to the classification and are supportive of the recommended changes.

FISCAL IMPACT

The Senior Property and Evidence Supervisor will most likely be added in June. The fiscal impact for salary and benefits in FY 19-20 will be approximately \$12,000. There are adequate funds in the budget to cover the cost of this additional position. Annual cost for FY 20-21 is anticipated to be \$146,000 for salary and benefits. No fiscal impact for revisions to the Senior Property and Evidence Technician classification.

REASON FOR RECOMMENDATION

Addition of the Property and Evidence Supervisor classification is necessary in order to meet the needs of the Police Department. It was also determined that the Senior Property and Evidence Technician requires updating. The recommended changes to the City’s Classification, Compensation, and Position Allocation Plans require Council approval.

ACTIONS FOLLOWING APPROVAL

Personnel staff will add the new supervisor classification, and amend the existing senior classification to the City’s Classification and Compensation Plan. The position allocation in the Police Department will be modified as noted in Attachment 3.

Prepared by: Lori Shively, Personnel/Risk Manager

Reviewed by: City Manager LS

RESOLUTION 20-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AMENDMENTS TO THE CITY’S CLASSIFICATION AND COMPENSATION PLANS BY ADOPTING A PROPERTY AND EVIDENCE SUPERVISOR CLASSIFICATION

The City Council of the City of Clovis resolves as follows:

WHEREAS, it has been determined that the City has a need for a Property and Evidence Supervisor classification to provide administrative management support; and,

WHEREAS, it has been determined that the Police Department currently has a need for a Property and Evidence Supervisor; and,

WHEREAS, it has been determined that the appropriate salary range for the Property and Evidence classification is \$7,570 to \$9,201 per month; and,

WHEREAS, it has been determined that it is appropriate to assign the Property and Evidence Supervisor classification to the Management Group.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Clovis that the City’s FY19-20 Classification and Compensation Plans shall be modified to include the Property and Evidence Supervisor classification (Attachment A) with a monthly salary range of \$7,570 to \$9,201 per month.

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on February 3, 2020 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dated: February 3, 2020

Mayor

City Clerk

PROPERTY AND EVIDENCE SUPERVISOR

DEFINITION

Under direction, plan, organize, direct and supervise operations of the property and evidence room, within the Police Department. Responsible for the acceptance, proper storage, and release of property and evidence stored in the Police Department's evidence room; and to perform related work as required.

CLASS CHARACTERISTICS

Positions in this classification are responsible for the supervision and operation of the Police Department's property and evidence functions and systems. Reporting to the Administrative Captain or Lieutenant, positions in this class have considerable independence in selecting work methods from a variety of standard methods or procedures. Instructions given by a supervisor generally do not provide all of the information needed to complete the assignment. Incumbents are expected to resolve most problems confronted through the application of judgment and precedent, referring to the supervisors only those which involve the establishment of new procedures or which involve solutions that are inconsistent with departmental procedures and policies.

EXAMPLES OF DUTIES

Plan, prioritize, assign, supervise and review the work of staff involved in police property and evidence operations. Recommend and assist in the implementation of goals and objectives; establish schedules and methods for police property and evidence room operations; implement policies and procedures. Evaluate operations and activities of assigned responsibilities; recommend improvements and modifications; prepare various reports on operations and activities. Participate in budget preparation and administration; prepare cost estimates for budget recommendations; submit justifications for staffing, equipment, material and supplies; monitor and control expenditure. Develop and implement policies and procedures for receipt, storage, security, and release of property under the control of the property division; perform regular, detailed audits of stored items; ensure integrity of records associated with inventory control and documentation; serve as liaison with investigations and patrol staff regarding property handling and security. Research providers and purchase property and evidence packaging, cleaning, and other supplies equipment, and materials as necessary; research service providers and make recommendations regarding contract services. Research case status in CLETS and other applicable systems; communicate with the City Attorney's Office and/or consult with detectives as necessary; process property dispositions and update property and evidence computer database with release information; send property release letters to owners. Research firearms ownership history to assist in release of firearms; ensure compliance with Department of Justice Law Enforcement Gun Release background check before release of firearms; coordinate with City Attorney's Office regarding firearms confiscation petitions; receive status updates on firearms after court hearings; send release letters where appropriate or prepare firearm for destruction per court order. Secure court order

for the destruction of controlled substances and firearms on adjudicated cases. Enter crime gun information into CLETS; research officer's report for required information. Develop and implement policies and procedures for crime scene processing. May testify in court regarding property chain of custody issues and evidence collection. Participate in the selection of staff; coordinate staff training; conduct performance evaluations; recommend discipline; implement discipline procedures as directed. Answer questions and provide information to the public as appropriate; research questions and recommend corrective action as necessary to resolve issues. Build and maintain positive working relationships with co-workers, other City employees, and the public using principles of good customer service. Perform related duties as assigned.

LICENSE AND CERTIFICATION

License Required:

- Possession of a valid California driver's license and a good driving record.

Certification Desirable:

- Possession of Property and Evidence Management certificate issued by the California Association for Property and Evidence is highly desirable.

EDUCATION AND EXPERIENCE

Education:

- Graduation from an accredited college or university with a Bachelor's Degree in Business Administration, Criminology, Public Administration, Forensic Science or closely related field.

And

Experience:

- Three (3) years of Property and Evidence or comparable positions requiring meticulous inventory and record keeping work in a Public Safety environment.

QUALIFICATIONS

Knowledge of:

- Principles and practices of law enforcement property and evidence room management;
- Methods, procedures, principles, practices, and terminology used in property and evidence handling, processing, recording, preservation, storage, and release;
- Methods, procedures, principles, practices, and terminology used in crime scene investigation including handling, processing, recording, preservation, storage, and release of evidence;
- Court procedures regarding the handling and storage of evidence;

- Legal guidelines pertaining to the maintenance and control of evidence;
- Pertinent federal, state, and local laws, codes, and regulations including those relating to the safekeeping, processing and disposition of property and evidence;
- Principles of supervision, training and performance evaluations;
- Principles of budget monitoring;
- Principles and practices of safety management;
- Modern office procedures, methods and computer equipment.

Ability to:

- Organize, implement and direct a police property and evidence operations;
- On a continuous basis, know and understand all aspects of the job; intermittently analyze work papers, reports and special projects; identify and interpret technical and numerical information; observe and problem solve operational and technical policy and procedures;
- Interpret and explain pertinent property and evidence unit and department policies and procedures;
- Assist in the development and monitoring of an assigned program budget;
- Develop and recommend policies and procedures related to assigned operations;
- Establish and maintain effective working relationships with those contacted in the course of work;
- Communicate clearly and concisely, both orally and in writing;
- Supervise, train and evaluate assigned staff.

PHYSICAL DEMANDS AND WORKING CONDITIONS

Incumbent in this class is required to successfully perform the essential functions as specified:

- Work is both sedentary and active at varying times; on a continuous basis, sit at desk for long periods of time; intermittently twist to reach equipment surrounding desk; perform simple grasping and fine manipulation;
- Incumbent is required to travel within and outside of the City with the ability to attend periodic evening meetings or meetings outside of regularly scheduled shift;
- Strength: Light work-lifting, carrying, lifting, and moving objects weighing less than 50 pounds short and long distances;
- Conceptual: May be exposed to photographs of a graphic nature, evidence related to gruesome crime scenes, and evidence of a sensitive nature;
- Meyers-Milias Brown Act and are exempt employees under the Fair Labor Standards Act.

RESOLUTION 20-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AMENDMENTS TO THE CITY'S CLASSIFICATION PLAN FOR THE SENIOR PROPERTY AND EVIDENCE TECHNICIAN CLASSIFICATION

The City Council of the City of Clovis resolves as follows:

WHEREAS, it has been determined that amendments to the classification and updates to the education and experience sections of the Senior Property and Evidence classification are necessary in order to recruit for this position; and,

WHEREAS, modification of the City's Classification Plan requires authorization by the City Council.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Clovis that the City's Classification Plan shall be modified to include the revised Senior Property and Evidence Technician Classification specification in Attachment A.

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on February 3, 2020, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dated: February 3, 2020

Mayor

City Clerk

SENIOR PROPERTY AND EVIDENCE TECHNICIAN

DEFINITION

Under general supervision, administers all aspects of the department's property functions. Responsible for developing and implementing efficient procedures and operations pertaining to the receipt, storage, accounting, retrieval, control and disposition of all seized property, including associated records, forms, reports and related statistical information; **and to perform related work as required.**

CLASS CHARACTERISTICS

The Senior Property **and Evidence Room** Technician is the advanced experienced classification in the Property Room classification series. Positions in this class provide lead direction to other employees and have considerable independence in selecting work methods from a variety of standard methods or procedures. Instructions given by the supervisor generally do not provide all of the information needed to complete the assignment. Incumbents are expected to resolve most problems confronted through the application of judgment and precedent, referring to supervisor only those which involve the establishment of new procedures or which involve solutions which are inconsistent with departmental procedures and policies. Work is differentiated from that of the Property **and Evidence Room** Technician by the application and complexities of projects assigned. Incumbents of the class are responsible for coordinating and leading the activities of the Property and Evidence Room.

EXAMPLES OF DUTIES

Leads and coordinates the Property and Evidence Room activities; engaged in the custody and safekeeping of a variety of articles which are held as evidence in connection with the investigation of crimes **and items** held for safekeeping; ensures the chain of custody is maintained; coordinates the receipt, tagging, storage, retrieval, and release or disposal of evidence and property; participates in and is responsible for ensuring the maintenance of records on all evidence and property; executes the release of impounded property; coordinates the removal of property and evidence through disposal, sale or auction; processes weapons for disposal through sale, auction or through destruction; trains and answers questions from law enforcement personnel on the Property and Evidence computer system, Property and Evidence Room policies and procedures and the use of appropriate forms; testify in court regarding property that has been in custody; makes recommendations concerning changes in forms, procedures, and physical layout; analyzes current and future property storage needs; develops and makes recommendations to modernize and improve operations and procedures; ensures compliance with court orders; keeps abreast of and ensures compliance with departmental rules, regulations and policies, as well as laws and codes pertaining to the storage and disposition of various types of property; develops and maintains statistical information and reports pertaining to the processing of property; and performs related duties as required.

LICENSE REQUIRED

- Possession of a valid ~~Class G~~ California driver's license and a good driving record.

EDUCATION AND EXPERIENCE

~~Any combination of education and experience equivalent to graduation from~~

Education:

- High School **diploma or equivalent**

And

Experience:

- **Two (2)** ~~Four (4)~~ years of experience as a Property **and Evidence** Room Technician or similar position with a law enforcement agency. Completion of **thirty** (30) semester units from an accredited college or university may be substituted for one **(1)** year of experience.

QUALIFICATIONS

Knowledge of:

- Methods and procedures for receiving storing, inventorying, issuing and safeguarding property and evidence;
- Procedures and methods of inventory and accounting for the disposition of property and evidence;
- Federal, state and civil laws, codes and regulations related to property and evidence control under the custody of law enforcement agencies;
- Basic principles, practices and methods of warehousing;
- Techniques for safely handling firearms;
- Safety practices involved in the handling of body fluids and other potentially hazardous items and other safety regulations pertaining to a storeroom and warehousing facility;
- Operation of a computer terminal;
- Principles and techniques of effective supervisory practices and office management.

Ability to:

- Recommend, develop, and implement storage, security, and accounting procedures for property warehouse activities;
- Assign, plan, supervise, and train others;
- Interpret and apply the laws and ordinances under which property is held and disposed;
- Analyze, evaluate, organize, develop, and improve inventory and accounting procedures;
- Communicate effectively both orally and in writing;
- Operate a computer terminal;
- Meet schedules and time lines;

- Remain in a standing position for extended periods of time;
- Understand and follow oral and written instructions;
- Work cooperatively with others;
- Work with contaminated property and/or hazardous waste materials using normal protective equipment;
- Observe and monitor departmental practices and procedures to determine compliance with prescribed operating or safety standards;
- Safely operate a City vehicle;
- Safely handle and store firearms, narcotics, and evidential property;
- Work in a fast paced work environment with constant interruptions.

PHYSICAL DEMANDS AND WORKING CONDITIONS

- Work is both sedentary and active at varying times;
- Conceptual: May be exposed to photographs of graphic nature, evidence related to gruesome crime scenes, and evidence sensitive in nature;
- Dexterity of hands and fingers to operate a computer keyboard;
- Seeing to view monitors;
- Hearing and speaking to exchange information and make presentations;
- Carrying, lifting, and moving objects weighing less than 50 pounds short and long distances;
- Sitting or standing for extended periods of time.

RESOLUTION 20-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AN AMENDMENT TO THE FY19-20 POSITION ALLOCATION PLAN

The City Council of the City of Clovis resolves as follows:

WHEREAS, the FY19-20 Position Allocation Plan in the Police Department was approved as part of the FY19-20 City budget adoption process; and,

WHEREAS, a review of the staffing needs of the City indicates that the addition of one (1) Property and Evidence Supervisor position is necessary in order to provide administrative management support for the Police Department; and,

WHEREAS, amending the City’s adopted FY19-20 Position Allocation Plan requires City Council authorization.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Clovis that the City’s FY19-20 Position Allocation Plan shall be amended as noted in Attachment A.

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on February 3, 2020 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dated: February 3, 2020

Mayor

City Clerk

POSITION ALLOCATION ADJUSTMENT BY DEPARTMENT FY19-20

DEPARTMENT **NUMBER OF POSITIONS**

Police Department

Add: Property and Evidence Supervisor 1.0



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: February 3, 2020

SUBJECT: General Services – Approval - Res. 20-____, Authorizing Amendments to the Construction Manager Classification.

ATTACHMENTS: 1. Resolution 20-_____

CONFLICT OF INTEREST

None.

RECOMMENDATION

For City Council to approve Resolution 20-____, authorizing amendments to the Construction Manager classification.

EXECUTIVE SUMMARY

It is necessary to revise the Construction Manager classification in order to update the education and experience sections of the classification, and a few other minor changes. Modification of the City’s Classification Plans requires the City Council’s approval.

BACKGROUND

An analysis was conducted of the Construction Manager classification in advance of an upcoming recruitment. The analysis revealed that the classification is in need of revision to the education and experience section to clarify college degree requirements and provide the ability to substitute experience for some of the education requirements. Other minor revisions to the classification are included in the update.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

The Construction Manager classification is recommended for revision in order to offer education and experience alternatives that will broaden the pool of qualified candidates. The recommended changes to the City’s Classification Plan require Council approval.

ACTIONS FOLLOWING APPROVAL

The City's Classification Plan will be updated to include the revised Construction Manager classification.

Prepared by: Shonna Halterman, General Services Director

Reviewed by: City Manager LS

RESOLUTION 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AMENDMENTS TO THE CITY'S CLASSIFICATION PLAN FOR THE CONSTRUCTION MANAGER CLASSIFICATION

The City Council of the City of Clovis resolves as follows:

WHEREAS, it has been determined that amendments to the classification, and updates to the education and experience sections of Construction Manager classification are necessary in order to recruit for this position; and,

WHEREAS, modification of the City's Classification Plan requires authorization by the City Council.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Clovis that the City's Classification Plan shall be modified to include the revised Construction Manager Classification specification in Attachment A.

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on February 3, 2020, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dated: February 3, 2020

Mayor

City Clerk

Construction Manager

DEFINITION

Under direction, plan, assign, and supervise the work of field personnel engaged in the technical inspection and contract administration of public works construction and improvement projects; administer and monitor private construction development contracts; ensure enforcement of city improvement standards in construction projects; assist in overall project administration; and to perform related work as required.

CLASS CHARACTERISTICS

Under direction of the City Engineer or an Assistant Public Works Director, positions in this classification are responsible for the supervision of engineering inspection of public works construction projects in the city. Incumbents exercise supervision and are responsible over to make assignments, set priorities, train, review the work of subordinates, prepare performance evaluations, process grievances at the appropriate level, recommend employment, and recommend and take disciplinary action. Incumbents have considerable independence in selecting work methods from a variety of standard methods or procedures. Instructions given by the supervisor generally do not provide all of the information needed to complete the assignment. Incumbents are expected to resolve most problems confronted through the application of judgment and precedent, referring to the supervisor only those which involve the establishment of new procedures or which involve solutions that are inconsistent with departmental procedures and policies.

EXAMPLES OF DUTIES

Supervise the operations of the Construction Management Section within the Engineering Division of the Planning and Development Services Department or the Public Utilities Department; plan, coordinate, and supervise the activities of subordinate engineering inspectors; perform inspection and contract administration on complex municipal capital improvement projects; oversee and insure compliance with Federal, State, and other grant requirements associated with construction projects; assist the project team in ensuring that labor and contract compliance requirements are explained and met during the pre-bid and pre-contract award phase of construction; monitor contractors and subcontractors activity during the course of construction to ensure compliance with State and Federal labor laws, the Davis-Bacon and Related Acts (DBRA), and Federal Labor Standards Provisions; California State labor codes and laws; conduct on-site employee interviews and labor compliance investigations; resolve labor compliance problems and coordinate labor compliance activities with various team members and consultants; prepare written reports on inspection activities and review monthly pay estimates; review plans and specifications for engineering soundness and conformance to established standards; make difficult mathematical estimates concerning inspections of municipal facilities, such as project estimates, earth work computations, progress estimates, and construction reports; respond to requests from the public, private engineers, and contractors regarding proper construction and maintenance techniques utilized in municipal construction projects; review subordinates daily reports, cost estimates, field changes, contract bid items in preparation of payment, and as-built drawings; assist the

City Engineer or an Assistant Public Utilities Director in general project administration; prepare staff reports for City Council; prepare the section budget; develop and administer safety and training programs; establish standards of work performance for subordinates; attend and participate in conferences and meetings; and perform related ~~tasks~~ **work** as required.

LICENSE REQUIRED

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

EDUCATION AND EXPERIENCE

Education:

- Graduation from an accredited **four-year** college or university ~~with a~~ **and possession of a** Bachelor Degree in Civil Engineering, Industrial Technology, or a closely related field.
- **Experience over and above the five years' experience requirements stated below may be substituted for up to two years' education in the following manner:**
 - **An additional three years' experience in public works projects (a total of eight years' experience) for one year of education.**
 - **An additional six years' experience in public works projects (a total of eleven years' experience) for two years of education.**

Experience:

- Five (5) years in construction inspection and/or project management with a minimum of two (2) years of experience in public works construction, and a minimum of one (1) year in a supervisory capacity.

QUALIFICATIONS

Knowledge of:

- City Standard Specifications, State Standard Specifications, and applicable State and local laws;
- Construction and testing materials in the field and laboratory;
- Methods and practices involved in engineering, building construction, and inspection procedures;
- Surveying techniques;
- Construction project related mathematics, i.e., algebra and trigonometry;
- Principles and practices of supervision, training, and appropriate safety precautions and procedures;
- English usage, spelling, grammar, and punctuation;
- Applicable Federal, State, and local laws, regulations, ordinances, and policies;
- Appropriate safety precautions and procedures.

Ability to:

- Interpret construction plans and specifications and determine conformance with established policies, regulations, and applicable laws;
- Enforce the provisions of specifications;

- Perform difficult technical computations and make estimates of materials and cost;
- Detect substandard design, materials, and workmanship in construction projects;
- Prepare comprehensive technical reports;
- Establish and maintain effective working relationships with ~~officials, co-workers, organizations, contractors, engineers, and the general public~~ subordinates, public groups and organizations, City officials, and private and governmental agencies;
- Supervise, plan, and assign the work of subordinates.

PHYSICAL DEMANDS AND WORKING CONDITIONS

- Strength: medium work - lifting, carrying and/or pushing 25 pounds with frequent lifting and/or carrying objects weighing up to 50 pounds;
- Incumbent may be required to attend periodic evening meetings;
- Incumbent is required to travel within and out of the city to attend meetings;
- These positions are designated as confidential under the Meyers-Millas Brown Act and are exempt employees under the Fair Labor Standards Act.



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: February 3, 2020

SUBJECT: General Services – Approval - Res. 20-____, Authorizing Amendments to the Director of Planning and Development Services Classification.

ATTACHMENTS: 1. Resolution

CONFLICT OF INTEREST

None

RECOMMENDATION

For City Council to approve Resolution 20-____, authorizing amendments to the Director of Planning and Development Services classification.

EXECUTIVE SUMMARY

It is necessary to revise the Director of Planning and Development Services classification in order to update the duties performed, and update the education and experience sections of the classification. Modification of the City’s Classification Plans requires the City Council’s approval.

BACKGROUND

An analysis was conducted of the Director of Planning and Development Services classification in advance of an upcoming recruitment. The analysis revealed that the classification is in need of revision in order to accurately depict the current scope of duties that will be required of the Director of Planning and Development Services. The recommended changes include the addition of clarifying verbiage regarding current duties needed to perform in this classification. The changes also include updating the education and experience sections to clarify degree requirements and update supervisory experience of the classification. These updated classification amendments will reflect the current needs of the Planning and Development Services Department.

FISCAL IMPACT

None

REASON FOR RECOMMENDATION

The Director of Planning and Development Services classification is recommended for revision in order to reflect accurate descriptions of duties, education and experience. The recommended changes to the City's Classification Plan require Council approval.

ACTIONS FOLLOWING APPROVAL

The City's Classification Plan will be updated to include the revised Director of Planning and Development Services classification.

Prepared by: Lori Shively, Personnel/Risk Manager

Reviewed by: City Manager LS

RESOLUTION 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AMENDMENTS TO THE CITY'S CLASSIFICATION PLAN FOR THE DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES CLASSIFICATION

The City Council of the City of Clovis resolves as follows:

WHEREAS, it has been determined that amendments to the classification, and updates to the education and experience sections of Director of Planning and Development Services classification are necessary in order to recruit for this position; and,

WHEREAS, modification of the City's Classification Plan requires authorization by the City Council.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Clovis that the City's Classification Plan shall be modified to include the revised Director of Planning and Development Services Classification specification in Attachment A.

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on February 3, 2020, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dated: February 3, 2020

Mayor

City Clerk

Director of Planning and Development Services

DEFINITION

Under administrative direction to plan, organize, and direct the planning, engineering, building, and community investment programs in the Planning and Development Services Department; ~~to serve as the City Planner, to serve as the executive officer and secretary to the Planning Commission;~~ to advise the City Manager and City Council regarding planning and development matters; and to perform related work as required.

CLASS CHARACTERISTICS

This single class position represents the chief executive and operational officer of the Planning and Development Services Department. The incumbent is responsible to the City Manager and the City Council for the orderly development of the City and exercises considerable judgment and discretion in the administration and direction of the department and its operations. The Director of Planning and Development Services exercises supervision over other managerial employees of the Planning and Development Services Department. The incumbent is responsible to make work assignments, set priorities, train, review work, prepare performance evaluations, process bargaining unit grievances, recommend employment, and recommend and take disciplinary action. This position acts with a high degree of independence of action in the assigned area of responsibility. Direction received consists of the assignment of the responsibility to attain objectives according to policy guidelines. The incumbent is expected to develop methods and procedures to solve problems encountered. Except where a deviation in policy is involved, most work is not reviewed directly by the supervisor and when work is reviewed, the review is directed toward final outcomes and results. This is an exempt position in which the incumbent serves at the will of the City Manager.

EXAMPLES OF DUTIES

Direct, plan, organize, and participate in the work involved in planning for **and facilitating** the orderly development of urban areas; administer or direct the administration of subdivision and land use regulations; analyze community needs and develop programs to meet the needs in accordance with City policy and available resources; coordinate the preparation and adoption of City ~~modification and expansion goals~~ **development goals and objectives**; direct the preparation of and administer the department budget; serve as technical and professional advisor and provide staff support to City Council and the Planning Commission on matters related to planning, ~~zoning and subdivisions~~ **engineering, and building division functions**; direct the preparation of Planning Commission and City Council agendas and ensure that minutes are taken and transcribed; monitor enforcement of planning, **engineering, building,** and other related regulations for new construction, reconstruction, and structural modifications; originate and recommend to the Planning Commission **and City Council** ~~planning and zoning regulations and subsequent revisions; recommends action on requests for variances, conditional use permits, zone changes and other special requests; monitors compliance with zoning and subdivision ordinances~~ **actions related to development activity**; maintain

official maps, records, and files related to community development; administer service contracts associated with assigned areas of responsibility; supervise, train, and evaluate personnel; meet and confer with groups and organizations concerning planning and redevelopment services; administer contracts with planning and engineering related consultants; meet with property owners to explain ordinances and regulations; ~~establishes guidelines for Site Plan Review use~~ **oversee the production of community development guidelines**; communicate with the City Attorney in the resolution of problems; represent the department and/or City with regional agencies and in various community functions; review and make recommendations for Community Investment Projects; **develop and** explain policies, procedures, and objectives of the unit to staff by written directive and by oral communications; conduct staff meetings; develop staff development programs; instruct assigned staff in work methods; conduct studies and investigations, prepare reports of findings and recommendations; and perform related work as required.

LICENSE REQUIRED

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

TRAINING EDUCATION AND EXPERIENCE

Education:

- Graduation from an accredited **four-year** college or university ~~with major work in~~ **and possession of a Bachelor Degree in Engineering**, Planning, Public Administration, Urban Geography, or a closely related field. ~~A master's degree in one of the above fields is desired.~~

Education Desirable:

- **A Master's Degree in Engineering, Planning, Public Administration, Urban Geography, or a closely related field.**

AND

Experience:

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

QUALIFICATIONS

Knowledge of:

- Principles and practices of ~~planning and zoning~~ **government administration**;
- Regulations affecting building, planning, development, and zoning;
- Budget preparation and control;
- Principles of economics, statistics, and sociology;
- **Grant-in-aid programs as they relate to planning, redevelopment, and housing;**
- **Programs, funding sources, and mandates of assigned area of specialization;**

- Organizational principles and practices as applied to Planning and Development within a municipal government;
- Basic Principles of supervision, training, and performance evaluation;
- Effective leadership methods;
- Technical, legal, financial, and public relations problems involved in the conduct of Planning and Development Services programs;
- Principles and techniques needed to organize and manage various programs and research methods;
- Applicable Federal, State, and local laws, regulations, ordinances, and policies;
- Appropriate safety precautions and procedures.

Ability to:

- Plan, organize, and manage assigned departmental operations;
- Monitor the systematic compilation of technical and statistical information;
- Develop budget estimates and administer department budget;
- Communicate effectively in writing and orally clearly and concisely, orally and in writing;
- Read, understand, and apply highly complex materials;
- Supervise, plan, schedule, make work assignments, set priorities, train, evaluate, and select subordinates;
- Formulate and carry out city and department policy;
- Establish and maintain effective working relationships with those contacted in the course of work subordinates, public groups and organizations, City officials, and private and governmental agencies.

PHYSICAL DEMANDS AND WORKING CONDITIONS

- Good color perception;
- Incumbent is required to attend frequent evening meetings;
- Incumbent is required to travel within and out of the city to attend meetings;
- The work is primarily sedentary;
- The position is designated as confidential under the Meyers-Millas Brown Act and is an exempt employee under the Fair Labor Standards Act.



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: February 3, 2020

SUBJECT: Planning and Development Services – Approval – Res. 20-____, Amending the Fresno Metropolitan Flood Control District (FMFCD) Schedule of Drainage Costs and Fees for 2020-2021.

ATTACHMENTS: 1. Res. 20-____
2. FMFCD Fee Adoption Letter

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve Res. 20-____, amending the FMFCD Storm Drainage per-acre costs and fees for 2020-2021.

EXECUTIVE SUMMARY

In 1961, the Cities of Fresno and Clovis and the County of Fresno adopted, as an element of the Fresno-Clovis Metropolitan Area General Plan, a Storm Drainage Master Plan prepared by the Flood Control District for the metropolitan area. In 1969, these agencies adopted virtually identical drainage fee ordinances to provide for the funding of planned drainage facilities concurrently with development activity which created the need for such facilities.

The local drainage plan shows the drainage area boundaries. Also shown are proposed and existing master plan facilities in each watershed area.

The rate structure associated with each master plan drainage area is based on the total cost of the urban drainage system including land, improvements and any engineering required to

serve the subject area. The cost of the proposed facilities is estimated. As the facilities are constructed the estimated costs will be replaced by the actual costs. The total cost is divided into the total land area using appropriate proportionate ratios (related to storm runoff characteristics) between the various contributing/benefiting land uses.

This year's update includes fee adjustments in certain drainage areas, zones and surcharges within the City of Clovis (BT, BU, BY2, CL, CZ, DO, DP, DQ, 7D, 7H, Zone 2 and surcharge fees for DN and DO) due to unit cost updates.

The drainage fees paid pursuant to the ordinance are deposited into a separate trust account. The monies are not commingled with District general funds, are not used to fund any administration, operations or maintenance costs, and must be expended within the drainage area in which they are paid.

The fee ordinance, enacted under the authority of the State Subdivision Map Act, requires the identification of the estimated or actual cost of the planned facilities through the adoption of a resolution. Because the fees are based on the cost of facilities, the resolution serves also as the schedule of fees.

The Fresno Metropolitan Flood Control District consists of three zones. Zone 3 is generally comprised of the core area of the City of Clovis. Zone 2 is mostly in the City of Fresno, except for some portions of Drainage Areas "Q" and "S", which are predominately within Clovis. Zone 1 includes all of the areas within the District's jurisdiction that are not in Zone 2 or Zone 3.

Exhibit "A" lists the proposed drainage fee adjustments. City staff has had the opportunity to review the proposed adjustments with FMFCD staff and believes the adjustments are supported by the recently completed cost studies. District staff has indicated that the District contacted the Building Industry Association in reviewing the proposed drainage fee update.

REASON FOR RECOMMENDATION

In accordance with the District's drainage fee ordinance, the District's fee schedule is to be adjusted annually, or as warranted. This year the update was based upon examination of all drainage systems and their related costs and fee schedules.

ACTIONS FOLLOWING APPROVAL

Adopt and implement the 2020-2021 FMFCD Drainage Fees for local drainage fees.

Prepared by: Gene G. Abella, Engineer II

Reviewed by: City Manager *GA*

RESOLUTION 20-__

A RESOLUTION OF THE COUNCIL OF THE CITY OF CLOVIS, CALIFORNIA, AMENDING THE STORM DRAINAGE AND FLOOD CONTROL MASTER PLAN AND ADOPTING THE DRAINAGE FEES AND COSTS FOR ALL DEVELOPMENTS WITHIN THE JOINT AREA OF THE CITY OF CLOVIS, CALIFORNIA AND THE FRESNO METROPOLITAN FLOOD CONTROL DISTRICT (2020-2021)

WHEREAS, the Council of the City of Clovis has enacted Chapter 7, Title 8 of the Clovis Municipal Code, which ordinance is hereby incorporated herein by this reference, creating and establishing the authority for imposing and charging fees for the construction of planned local storm drainage facilities; and

WHEREAS, an amended Storm Drainage and Flood Control Master Plan Map (Exhibit "A" hereto) specifying public facilities and improvements, existing and proposed, which are necessary to provide drainage service and flood control within the respective local drainage areas specified therein has been presented to the Council of the City of Clovis; and

WHEREAS, a study has been conducted of the impacts of contemplated future development on the existing storm drainage services and facilities in the local drainage areas of the Fresno Metropolitan Flood Control District ("District") and the City of Clovis ("City") listed in Exhibit "B" attached hereto, along with an analysis of new, improved or expanded public facilities, the estimated costs of those improvements, and the schedule of per gross acre fees calculated to raise the sum of money necessary to pay the estimated total cost of said local drainage in said local drainage areas; and

WHEREAS, this study was available at the District's office for public inspection and review ten (10) days prior to this public meeting and notice was given in compliance with the requirements therefore, and

WHEREAS, a public meeting was held pursuant to the public notice cited herein at a regularly scheduled meeting of the Council of the City of Clovis; and

WHEREAS, the Council of the City of Clovis finds as follows:

A. The purpose of said fees is to finance facilities within the City and District required for the removal of surface and storm waters attributable to development; to obviate the menace to the public health, safety and welfare arising from inadequate provision for removal of surface and storm waters occurring as the result of development of property; to prevent deterioration of property values and impairment of conditions making for desirable residential, commercial or industrial development, as the case may be, which would result from the failure to construct planned local drainage facilities relative to development of property; and to prevent deterioration of public streets and other public facilities which would result from failure to construct planned local drainage facilities concurrently with development.

B. The fees adopted hereby and collected pursuant to Chapter 7, Title 8 of the Clovis Municipal Code and this Resolution are to be used to finance only the public facilities shown

on Exhibit "A" hereto within each of the respective local drainage areas identified in Exhibit "B" hereto;

C. After considering said Map and said study and analysis prepared by the District, entitled "Storm Drainage and Flood Control Master Plan", and that prepared by the City Planning Department entitled "Clovis General Plan," and the various community and specific plans of the City; and the information and testimony received at this public hearing, the Council of the City of Clovis approves said Map and said study, and incorporates such herein. The Council further finds that all development in the subject area will generate the need, as described in this recital, for storm drainage facilities therein, and generates an unmet need for storm drainage facilities and services within the impacted area;

D. There is a need in this described impact area for storm drainage facilities which have not been constructed or have been constructed; said facilities have been called for in, or are consistent with, the City's General Plan. Development will contribute its fair share towards these facility costs in those local drainage areas listed in Exhibit "B" through payment of the respective drainage fees set forth therein;

E. The facts and evidence presented establish that there is a reasonable relationship between the need for the described public facilities and the impacts of the types of development as described in Exhibit "A" and "B" for which the corresponding fee set forth in Exhibit "B" is charged. There is a reasonable relationship between the use of said fee and the development of the lands in the service area for which the fee is charged, as these reasonable relationships or nexuses are described in more detail in the study and Map referred to above;

F. The Storm Drainage and Flood Control Master Plan Map attached hereto as Exhibit "A" and the storm drainage fees set forth in Exhibit "B", as adopted by Paragraphs 2 and 3 herein below, revise the Storm Drainage and Flood Control Master Plan, are in conformity with the City's General Plan and are in compliance with Section 66483 of the California Government Code.

G. The cost estimates set forth in Exhibit "B" are reasonable cost estimates for constructing these facilities and the fee schedule set forth therein is based on said estimates and is to generate fees from development which will not exceed the total of these costs.

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

1. The above recitals are true and correct, and this Council so finds and determines.
2. The Storm Drainage and Flood Control Master Plan is hereby amended to include that Storm Drain and Flood Control Master Plan Map attached hereto as Exhibit "A" as supported by Exhibit "B".
3. The schedule of drainage fees for those respective local drainage areas listed in Exhibit "B" hereto is hereby adopted as set forth in said Exhibit "B". The District shall prepare, and provide to the City, a 2020-2021 schedule of drainage fees for each of its local drainage areas, which shall include the fees adopted hereby. Fees shall be paid in accordance with the Drainage Fee Ordinances according to said 2020-2021 drainage fee schedule.
4. The fee shall be solely used to pay: (a) costs related to the design, administration and construction of the described public storm water facilities; (b) for reimbursing the District for the development's fair share of those costs incurred by the District in the design and construction of the described public storm water facilities; or (c) to reimburse other

developers who have constructed public facilities in each service area where those facilities were beyond that needed to mitigate the impacts of the other developers' project or projects and where reimbursement is provided for in the applicable Drainage Fee Ordinance or under a UGM Ordinance.

5. The District, pursuant to Chapter 7 of Title 8 of the Municipal Code, shall review the estimated cost of the described capital improvements for which this fee is charged, the continued or expanded need therefore, and the reasonable relationship between such facility needs and the varying types and development. The Manager shall report the findings to the City Council and recommend any adjustment to this fee or other action as may be needed.

6. Pursuant to California Government Code Section 66022, any judicial action or proceeding to attack, review, set aside, void or annul this Resolution shall be brought within 120 days of the effective date hereof, which shall be 60 days after the date of adoption hereof. Administrative appeal is a mandatory prerequisite to any such judicial action or proceeding. Such appeal shall be made in writing to the Director of Public Works of the City of Clovis. Such appeal must be made within 60 days after the effective date hereof. The Director shall set the matter for hearing, conduct the hearing and render a decision within 40 days after such appeal is filed.

7. The Ordinance of the City of Clovis has an administrative mechanism whereby a property owner who seeks to develop property within the boundaries of the City of Clovis and the Fresno Metropolitan Flood Control District can challenge the fees imposed thereunder only by first paying said fees under protest. Developers of property within the City of Clovis and the Fresno Metropolitan Flood Control District shall adhere to the applicable ordinance of the City of Clovis under which it is required that drainage fees must be paid before development is allowed, and that such fee may be paid under protest.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on _____, 2020 by the following vote, to wit.

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

DATED:

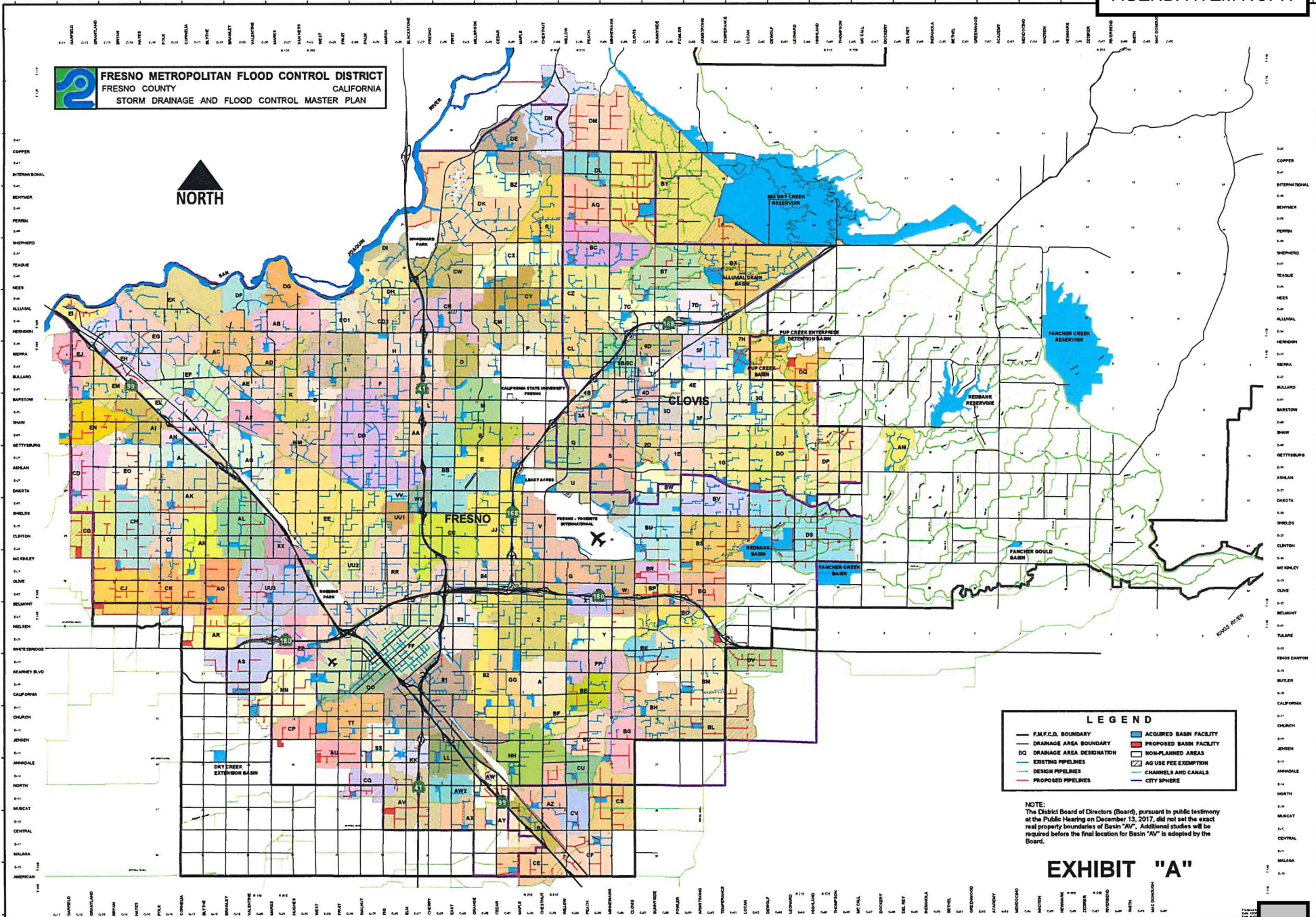
Mayor

City Clerk

Storm Drainage and Flood Control Master Plan Map

EXHIBIT "A"

FRESNO METROPOLITAN FLOOD CONTROL DISTRICT
FRESNO COUNTY CALIFORNIA
STORM DRAINAGE AND FLOOD CONTROL MASTER PLAN



LEGEND

— F.M.F.C.D. BOUNDARY	■ ACQUIRED BASIN FACILITY
— DRAINAGE AREA BOUNDARY	■ PROPOSED BASIN FACILITY
— DRAINAGE AREA DESIGNATION	□ NON-PLANNED AREAS
— EXISTING PIPELINES	□ AD USE FEE EXEMPTION
— DESIGN PIPELINES	— CHANNELS AND CANALS
— PROPOSED PIPELINES	— CITY SPHERE

NOTE:
 The District Board of Directors (Board), pursuant to public testimony at the Public Hearing on December 13, 2017, did not set the exact real property boundaries of Basin "AV". Additional studies will be required before the final location for Basin "AV" is adopted by the Board.

EXHIBIT "A"

City of Clovis

2020 DRAINAGE FEE SCHEDULE

EFFECTIVE DATE: March 1, 2020

Exhibit "B"

Fresno Metropolitan Flood Control District



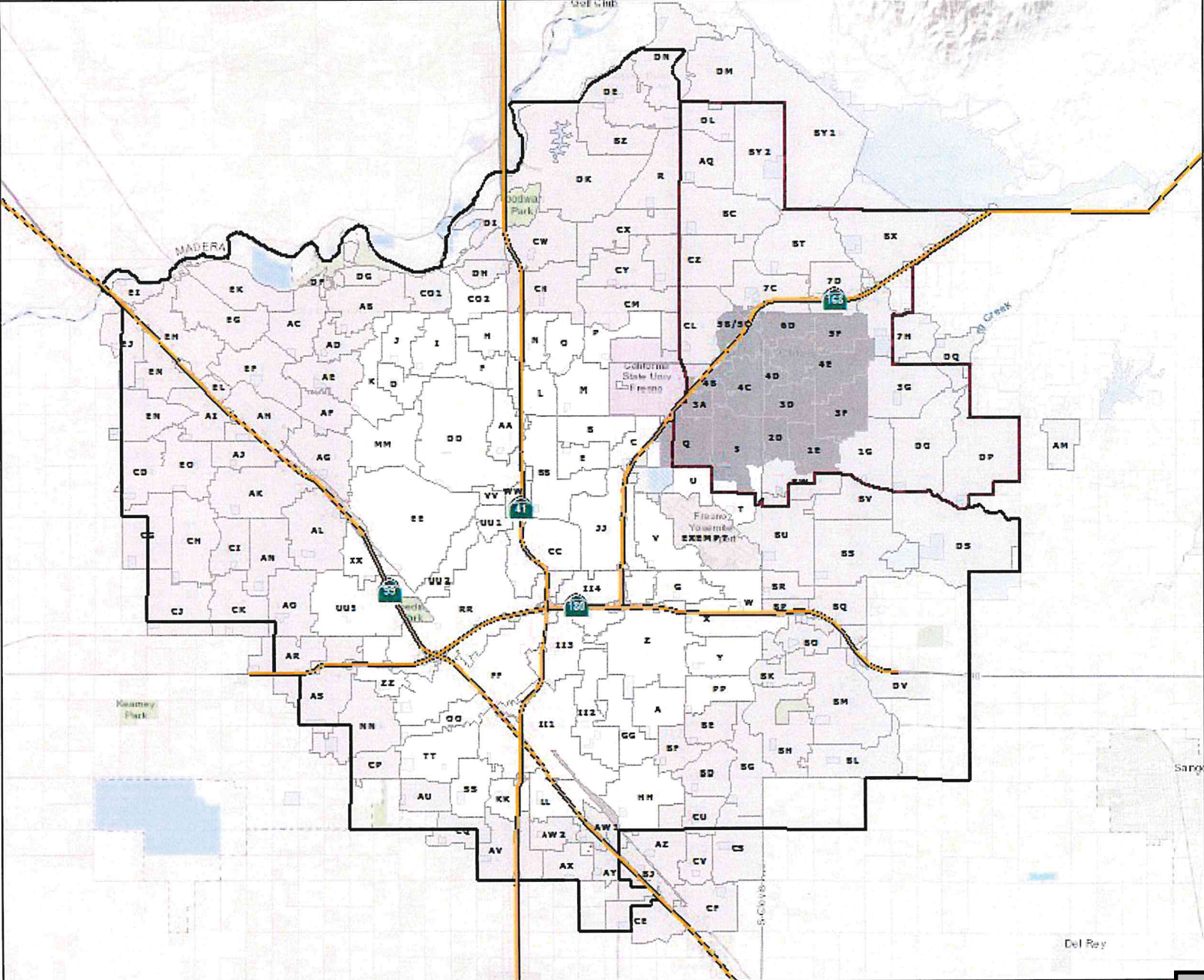
2020 DRAINAGE FEE SCHEDULE

City of Clovis

Effective Date: 3/1/2020

Fresno Metropolitan Flood Control District

- Legend**
- Drainage Zones**
- Zone 1
 - Zone 2
 - Zone 3
 - Basins
- Fresno Sphere of Influence**
- Fresno Sphere of Influence
 - Clovis Sphere of Influence



The Fresno Metropolitan Flood Control District prepares and uses this information for its own purposes and this information may not be suitable for other purposes. This information is provided as is. Further documentation of this data can be obtained by contacting: Fresno Metropolitan Flood Control District, Water Planning Management, 5455 E. Olive Ave Fresno, CA, 93727 Tel: (559) 499-3292.



DRAINAGE FEE SCHEDULE FOR ZONE 1: PLANNED LOCAL DRAINAGE AREAS

Area		AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
AQ	BASIN	\$1,520	\$1,730	\$2,170	\$2,590	\$3,030	\$3,240	\$3,410	\$3,580	\$3,580	\$4,000	\$4,870	\$7,080	\$7,580	\$8,130	\$3,323,840
	PIPE	\$3,330	\$3,760	\$4,990	\$5,420	\$5,890	\$6,120	\$6,320	\$6,490	\$6,490	\$6,950	\$7,420	\$8,610	\$9,110	\$9,610	\$4,738,660
	TOTAL	\$4,850	\$5,490	\$7,160	\$8,010	\$8,920	\$9,360	\$9,730	\$10,070	\$10,070	\$10,950	\$12,290	\$15,690	\$16,690	\$17,740	\$8,062,500
BC	BASIN	\$1,610	\$1,830	\$2,300	\$2,750	\$3,220	\$3,440	\$3,620	\$3,800	\$3,800	\$4,250	\$5,170	\$7,520	\$8,050	\$8,630	\$4,386,809
	PIPE	\$2,620	\$2,960	\$3,930	\$4,270	\$4,630	\$4,820	\$4,970	\$5,100	\$5,100	\$5,470	\$5,840	\$6,780	\$7,170	\$7,570	\$5,620,988
	TOTAL	\$4,230	\$4,790	\$6,230	\$7,020	\$7,850	\$8,260	\$8,590	\$8,900	\$8,900	\$9,720	\$11,010	\$14,300	\$15,220	\$16,200	\$10,007,797
BT	BASIN	\$2,120	\$2,420	\$3,030	\$3,630	\$4,240	\$4,540	\$4,770	\$5,010	\$5,010	\$5,600	\$6,810	\$9,910	\$10,610	\$11,370	\$4,459,050
	PIPE	\$3,730	\$4,220	\$5,600	\$6,080	\$6,600	\$6,860	\$7,090	\$7,270	\$7,270	\$7,800	\$8,320	\$9,660	\$10,220	\$10,780	\$6,917,800
	TOTAL	\$5,850	\$6,640	\$8,630	\$9,710	\$10,840	\$11,400	\$11,860	\$12,280	\$12,280	\$13,400	\$15,130	\$19,570	\$20,830	\$22,150	\$11,376,850
BU	BASIN	\$490	\$560	\$700	\$840	\$980	\$1,050	\$1,100	\$1,160	\$1,160	\$1,290	\$1,570	\$2,290	\$2,450	\$2,630	\$2,203,460
	PIPE	\$1,500	\$1,690	\$2,250	\$2,440	\$2,650	\$2,760	\$2,850	\$2,920	\$2,920	\$3,130	\$3,340	\$3,880	\$4,100	\$4,330	\$3,944,610
	TOTAL	\$1,990	\$2,250	\$2,950	\$3,280	\$3,630	\$3,810	\$3,950	\$4,080	\$4,080	\$4,420	\$4,910	\$6,170	\$6,550	\$6,960	\$6,148,070
BW	BASIN	\$970	\$1,110	\$1,390	\$1,660	\$1,940	\$2,080	\$2,190	\$2,300	\$2,300	\$2,570	\$3,120	\$4,540	\$4,860	\$5,210	\$1,211,930
	PIPE	\$1,090	\$1,240	\$1,640	\$1,780	\$1,940	\$2,010	\$2,080	\$2,130	\$2,130	\$2,290	\$2,440	\$2,830	\$3,000	\$3,160	\$1,082,900
	TOTAL	\$2,060	\$2,350	\$3,030	\$3,440	\$3,880	\$4,090	\$4,270	\$4,430	\$4,430	\$4,860	\$5,560	\$7,370	\$7,860	\$8,370	\$2,294,830
BX	BASIN	\$2,130	\$2,130	\$2,670	\$3,200	\$3,740	\$4,000	\$4,210	\$4,410	\$4,410	\$4,930	\$6,000	\$8,730	\$9,350	\$10,020	\$7,690,715
	PIPE	\$2,660	\$2,660	\$3,530	\$3,840	\$4,160	\$4,330	\$4,470	\$4,590	\$4,590	\$4,920	\$5,250	\$6,090	\$6,450	\$6,800	\$8,068,477
	TOTAL	\$4,790	\$4,790	\$6,200	\$7,040	\$7,900	\$8,330	\$8,680	\$9,000	\$9,000	\$9,850	\$11,250	\$14,820	\$15,800	\$16,820	\$15,759,192
*Note: A surcharge fee is in effect per Board Resolution Nos. 2017-864 & 2018-908.																
BY2	BASIN	\$1,710	\$1,950	\$2,440	\$2,920	\$3,410	\$3,650	\$3,840	\$4,030	\$4,030	\$4,510	\$5,480	\$7,970	\$8,530	\$9,150	\$4,042,880
	PIPE	\$4,730	\$5,340	\$7,090	\$7,710	\$8,370	\$8,700	\$8,990	\$9,220	\$9,220	\$9,880	\$10,550	\$12,250	\$12,960	\$13,670	\$9,352,320
	TOTAL	\$6,440	\$7,290	\$9,530	\$10,630	\$11,780	\$12,350	\$12,830	\$13,250	\$13,250	\$14,390	\$16,030	\$20,220	\$21,490	\$22,820	\$13,395,200
BZ	BASIN	\$2,720	\$3,100	\$3,890	\$4,650	\$5,440	\$5,820	\$6,120	\$6,420	\$6,420	\$7,180	\$8,730	\$12,710	\$13,600	\$14,580	\$3,456,380
	PIPE	\$1,910	\$2,150	\$2,860	\$3,110	\$3,370	\$3,510	\$3,620	\$3,720	\$3,720	\$3,980	\$4,250	\$4,940	\$5,220	\$5,510	\$2,056,520
	TOTAL	\$4,630	\$5,250	\$6,750	\$7,760	\$8,810	\$9,330	\$9,740	\$10,140	\$10,140	\$11,160	\$12,980	\$17,650	\$18,820	\$20,090	\$5,512,900
CL	BASIN	\$780	\$890	\$1,120	\$1,340	\$1,570	\$1,680	\$1,760	\$1,850	\$1,850	\$2,070	\$2,520	\$3,660	\$3,920	\$4,200	\$2,045,340
	PIPE	\$1,160	\$1,310	\$1,730	\$1,880	\$2,040	\$2,130	\$2,200	\$2,250	\$2,250	\$2,410	\$2,580	\$2,990	\$3,170	\$3,340	\$2,192,450
	TOTAL	\$1,940	\$2,200	\$2,850	\$3,220	\$3,610	\$3,810	\$3,960	\$4,100	\$4,100	\$4,480	\$5,100	\$6,650	\$7,090	\$7,540	\$4,237,790
CZ	BASIN	\$540	\$620	\$780	\$930	\$1,090	\$1,170	\$1,230	\$1,290	\$1,290	\$1,440	\$1,750	\$2,540	\$2,720	\$2,920	\$1,504,630
	PIPE	\$1,220	\$1,380	\$1,830	\$1,990	\$2,160	\$2,240	\$2,320	\$2,380	\$2,380	\$2,550	\$2,720	\$3,160	\$3,340	\$3,520	\$2,705,940
	TOTAL	\$1,760	\$2,000	\$2,610	\$2,920	\$3,250	\$3,410	\$3,550	\$3,670	\$3,670	\$3,990	\$4,470	\$5,700	\$6,060	\$6,440	\$4,210,570
DL	BASIN	\$2,470	\$2,810	\$3,530	\$4,220	\$4,930	\$5,280	\$5,550	\$5,820	\$5,820	\$6,510	\$7,920	\$11,520	\$12,330	\$13,220	\$2,887,900
	PIPE	\$3,160	\$3,570	\$4,740	\$5,150	\$5,590	\$5,810	\$6,000	\$6,160	\$6,160	\$6,600	\$7,940	\$8,180	\$8,650	\$9,130	\$2,601,760
	TOTAL	\$5,630	\$6,380	\$8,270	\$9,370	\$10,520	\$11,090	\$11,550	\$11,980	\$11,980	\$13,110	\$14,960	\$19,700	\$20,980	\$22,350	\$5,489,660
DM	BASIN	\$1,920	\$2,190	\$2,740	\$3,280	\$3,840	\$4,110	\$4,320	\$4,530	\$4,530	\$5,060	\$6,160	\$8,960	\$9,590	\$10,280	\$4,696,100
	PIPE	\$4,380	\$4,950	\$6,570	\$7,140	\$7,760	\$8,060	\$8,330	\$8,540	\$8,540	\$9,160	\$9,770	\$11,350	\$12,010	\$12,660	\$8,844,610
	TOTAL	\$6,300	\$7,140	\$9,310	\$10,420	\$11,600	\$12,170	\$12,650	\$13,070	\$13,070	\$14,220	\$15,930	\$20,310	\$21,600	\$22,940	\$13,540,710
DO	BASIN	\$1,810	\$2,060	\$2,580	\$3,090	\$3,610	\$3,860	\$4,060	\$4,260	\$4,260	\$4,770	\$5,790	\$8,430	\$9,030	\$9,670	\$5,473,850
	PIPE	\$2,560	\$2,900	\$3,840	\$4,180	\$4,530	\$4,710	\$4,870	\$5,000	\$5,000	\$5,350	\$5,710	\$6,640	\$7,020	\$7,400	\$6,052,330
	TOTAL	\$4,370	\$4,960	\$6,420	\$7,270	\$8,140	\$8,570	\$8,930	\$9,260	\$9,260	\$10,120	\$11,500	\$15,070	\$16,050	\$17,070	\$11,526,180

*Note: A surcharge fee is in effect per Board Resolution Nos. 2007-522, 2014-806, 2018-887, & 2018-908.

DRAINAGE FEE SCHEDULE FOR ZONE 1: PLANNED LOCAL DRAINAGE AREAS

Area		AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
DP	BASIN	\$1,600	\$1,820	\$2,280	\$2,730	\$3,190	\$3,420	\$3,590	\$3,770	\$3,770	\$4,220	\$5,130	\$7,460	\$7,990	\$8,560	\$6,000,650
	PIPE	\$4,660	\$5,260	\$6,980	\$7,590	\$8,240	\$8,570	\$8,850	\$9,080	\$9,080	\$9,730	\$10,380	\$12,060	\$12,760	\$13,460	\$13,048,040
	TOTAL	\$6,260	\$7,080	\$9,260	\$10,320	\$11,430	\$11,990	\$12,440	\$12,850	\$12,850	\$13,950	\$15,510	\$19,520	\$20,750	\$22,020	\$19,048,690
DQ	BASIN	\$5,730	\$6,540	\$8,200	\$9,810	\$11,470	\$12,270	\$12,900	\$13,530	\$13,530	\$15,140	\$18,410	\$26,780	\$28,670	\$30,740	\$4,733,340
	PIPE	\$4,130	\$4,670	\$6,190	\$6,730	\$7,310	\$7,600	\$7,850	\$8,050	\$8,050	\$8,630	\$9,210	\$10,700	\$11,310	\$11,930	\$2,946,070
	TOTAL	\$9,860	\$11,210	\$14,390	\$16,540	\$18,780	\$19,870	\$20,750	\$21,580	\$21,580	\$23,770	\$27,620	\$37,480	\$39,980	\$42,670	\$7,679,410
1G	BASIN	\$1,330	\$1,330	\$1,670	\$1,990	\$2,330	\$2,500	\$2,620	\$2,750	\$2,750	\$3,080	\$3,740	\$5,450	\$5,830	\$6,250	\$1,660,870
	PIPE	\$1,380	\$1,380	\$1,830	\$1,980	\$2,150	\$2,240	\$2,310	\$2,370	\$2,370	\$2,540	\$2,710	\$3,150	\$3,330	\$3,520	\$1,541,159
	TOTAL	\$2,710	\$2,710	\$3,500	\$3,970	\$4,480	\$4,740	\$4,930	\$5,120	\$5,120	\$5,620	\$6,450	\$8,600	\$9,160	\$9,770	\$3,202,029
3G	BASIN	\$2,130	\$2,430	\$3,050	\$3,650	\$4,270	\$4,560	\$4,800	\$5,030	\$5,030	\$5,630	\$6,850	\$9,960	\$10,670	\$11,430	\$4,649,160
	PIPE	\$2,260	\$2,560	\$3,390	\$3,690	\$4,010	\$4,160	\$4,300	\$4,410	\$4,410	\$4,730	\$5,050	\$5,860	\$6,200	\$6,540	\$4,154,740
	TOTAL	\$4,390	\$4,990	\$6,440	\$7,340	\$8,280	\$8,720	\$9,100	\$9,440	\$9,440	\$10,360	\$11,900	\$15,820	\$16,870	\$17,970	\$8,803,900
7C	BASIN	\$1,810	\$1,810	\$2,260	\$2,710	\$3,170	\$3,390	\$3,560	\$3,740	\$3,740	\$4,180	\$5,080	\$7,400	\$7,920	\$8,490	\$3,220,892
	PIPE	\$1,820	\$1,820	\$2,410	\$2,620	\$2,850	\$2,960	\$3,060	\$3,140	\$3,140	\$3,360	\$3,590	\$4,170	\$4,410	\$4,650	\$2,323,081
	TOTAL	\$3,630	\$3,630	\$4,670	\$5,330	\$6,020	\$6,350	\$6,620	\$6,880	\$6,880	\$7,540	\$8,670	\$11,570	\$12,330	\$13,140	\$5,543,973
7D	BASIN	\$2,020	\$2,310	\$2,890	\$3,460	\$4,050	\$4,330	\$4,550	\$4,770	\$4,770	\$5,340	\$6,490	\$9,450	\$10,120	\$10,840	\$3,547,180
	PIPE	\$1,760	\$1,990	\$2,640	\$2,870	\$3,110	\$3,230	\$3,340	\$3,430	\$3,430	\$3,670	\$3,920	\$4,550	\$4,820	\$5,080	\$2,133,030
	TOTAL	\$3,780	\$4,300	\$5,530	\$6,330	\$7,160	\$7,560	\$7,890	\$8,200	\$8,200	\$9,010	\$10,410	\$14,000	\$14,940	\$15,920	\$5,680,210
*Note: A surcharge fee is in effect per Board Resolution Nos. 2005-480 & 2018-908.																
7H	BASIN	\$1,960	\$2,230	\$2,800	\$3,350	\$3,920	\$4,190	\$4,410	\$4,620	\$4,620	\$5,170	\$6,290	\$9,140	\$9,790	\$10,500	\$4,439,590
	PIPE	\$3,340	\$3,770	\$5,010	\$5,440	\$5,910	\$6,140	\$6,340	\$6,510	\$6,510	\$6,980	\$7,450	\$8,650	\$9,150	\$9,650	\$5,361,680
	TOTAL	\$5,300	\$6,000	\$7,810	\$8,790	\$9,830	\$10,330	\$10,750	\$11,130	\$11,130	\$12,150	\$13,740	\$17,790	\$18,940	\$20,150	\$9,801,270
*Note: A surcharge fee is in effect per Board Resolution Nos. 2005-480 & 2018-908.																

DRAINAGE FEE SCHEDULE FOR ZONE 2: PLANNED LOCAL DRAINAGE AREAS

Area	AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost	
Zone 2	BASIN	\$690	\$790	\$990	\$1,180	\$1,380	\$1,480	\$1,560	\$1,630	\$1,630	\$1,820	\$2,220	\$3,230	\$3,460	\$3,710	\$77,852,800
	PIPE	\$1,510	\$1,700	\$2,260	\$2,450	\$2,670	\$2,770	\$2,860	\$2,940	\$2,940	\$3,150	\$3,360	\$4,130	\$4,350	\$4,350	\$118,992,778
	TOTAL	\$2,200	\$2,490	\$3,250	\$3,630	\$4,050	\$4,250	\$4,420	\$4,570	\$4,570	\$4,970	\$5,580	\$7,130	\$7,590	\$8,060	\$196,845,578

Planned Local Drainage Areas: Zone 2

Area	Basin Cost	Pipe Cost	Total	Area	Basin Cost	Pipe Cost	Total	Area	Basin Cost	Pipe Cost	Total
A	\$2,115,039	\$1,176,742	\$3,291,781	X	\$1,663,590	\$449,059	\$2,112,649	OO	\$1,990,459	\$733,796	\$2,724,255
B	\$982,476	\$142,170	\$1,124,646	Y	\$1,110,907	\$2,340,469	\$3,451,376	PP	\$1,546,641	\$1,197,403	\$2,744,044
C	\$479,953	\$319,598	\$799,551	Z	\$1,121,879	\$2,528,057	\$3,649,936 **	RR	\$4,924,787	\$17,881,627	\$22,806,414
D	\$801,395	\$694,153	\$1,495,548	AA	\$975,129	\$1,216,014	\$2,191,143	SS	\$2,144,604	\$2,462,601	\$4,607,205
E	\$747,392	\$228,063	\$975,455	BB	\$487,097	\$822,774	\$1,309,871	TT	\$1,725,718	\$1,471,644	\$3,197,362
F	\$272,523	\$302,016	\$574,539	CC	\$507,945	\$2,085,646	\$2,593,591	UU1	\$474,282	\$839,836	\$1,314,118
G	\$1,141,796	\$157,007	\$1,298,803	CO2	\$892,058	\$1,424,260	\$2,316,318	UU2	\$1,428,043	\$1,679,734	\$3,107,777
H	\$99,858	\$214,682	\$314,540	DD	\$1,777,501	\$7,534,040	\$9,311,541	UU3	\$2,896,477	\$7,649,841	\$10,546,318
I	\$227,828	\$254,359	\$482,187	EE	\$754,118	\$3,359,568	\$4,113,686	VV	\$34,124	\$119,582	\$153,706
J	\$1,607,051	\$363,932	\$1,970,983	FF	\$1,433,799	\$9,504,365	\$10,938,164	WW	\$18,653	\$360,044	\$378,697
K	\$940,821	\$679,595	\$1,620,416	GG	\$2,197,419	\$1,433,282	\$3,630,701	XX	\$1,025,092	\$2,137,935	\$3,163,027
L	\$612,126	\$494,850	\$1,106,976	HH	\$3,880,968	\$4,637,767	\$8,518,735	ZZ	\$2,393,074	\$2,464,517	\$4,857,591
M	\$956,274	\$259,796	\$1,216,070	II1	\$4,376,073	\$16,061,253	\$20,437,326				
N	\$442,506	\$438,844	\$881,350	II2	\$7,473,441	\$1,246,344	\$8,719,785				
O	\$986,910	\$193,195	\$1,180,105	II3	\$1,613,516	\$1,396,272	\$3,009,788				
P	\$782,978	\$277,552	\$1,060,530	II4	\$2,027,812	\$1,106,558	\$3,134,370				
T	\$1,678,162	\$2,041,538	\$3,719,700	JJ	\$1,804,555	\$3,837,976	\$5,642,531				
U	\$1,290,030	\$660,770	\$1,950,800	KK	\$1,748,254	\$1,505,801	\$3,254,055				
V	\$648,023	\$1,726,395	\$2,374,418	LL	\$2,007,525	\$2,906,695	\$4,914,220				
W	\$2,028,830	\$3,015,465	\$5,044,295 *	MM	\$555,289	\$957,296	\$1,512,585				

W * Note: A surcharge fee is in effect per Board Resolution No. 885-BPBR.

Z ** Note: A surcharge fee is in effect per Board Resolution Nos. 1227, 1265, 1268, 1386.

DRAINAGE FEE SCHEDULE FOR ZONE 3: PLANNED LOCAL DRAINAGE AREAS

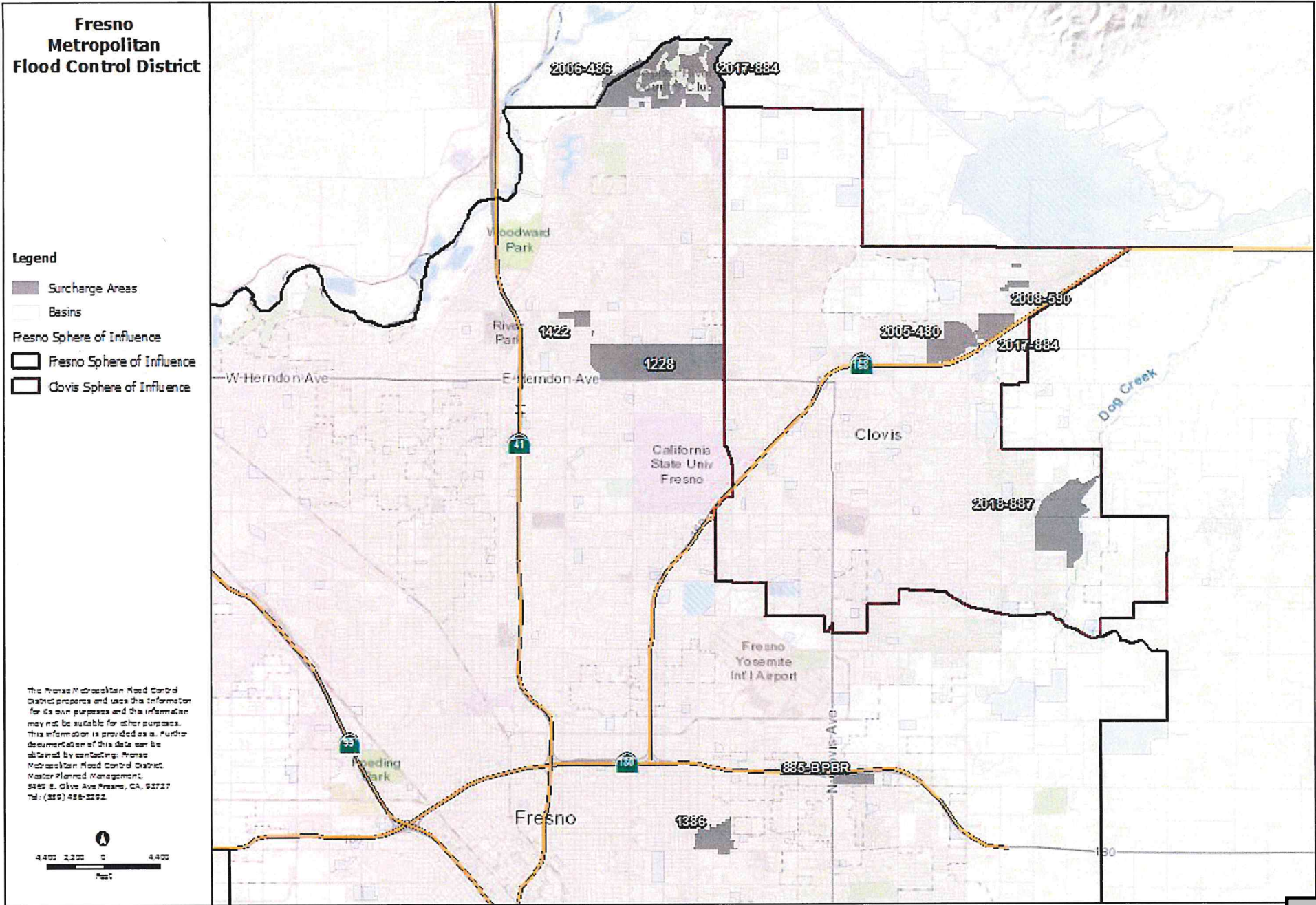
Area	AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
Zone 3 BASIN	\$1,270	\$1,450	\$1,810	\$2,170	\$2,540	\$2,720	\$2,860	\$3,000	\$3,000	\$3,350	\$4,070	\$5,930	\$6,350	\$6,800	\$23,429,460
PIPE	\$1,470	\$1,660	\$2,200	\$2,390	\$2,600	\$2,700	\$2,790	\$2,860	\$2,860	\$3,070	\$3,270	\$3,800	\$4,020	\$4,240	\$19,375,810
TOTAL	\$2,740	\$3,110	\$4,010	\$4,560	\$5,140	\$5,420	\$5,650	\$5,860	\$5,860	\$6,420	\$7,340	\$9,730	\$10,370	\$11,040	\$42,805,270

Planned Local Drainage Areas: Zone 3

Area	Basin Cost	Pipe Cost	Total
Q	\$293,655	\$427,641	\$721,296
S	\$931,088	\$2,124,469	\$3,055,557
1E	\$1,689,187	\$925,282	\$2,614,469
2D	\$618,300	\$1,117,604	\$1,735,904
3A	\$845,790	\$783,260	\$1,629,050
3D	\$1,181,858	\$1,043,289	\$2,225,147
3F	\$862,762	\$1,224,098	\$2,086,860
4B	\$961,583	\$826,244	\$1,787,827
4C	\$1,001,364	\$2,423,300	\$3,424,664
4D	\$3,321,389	\$873,053	\$4,194,442
4E	\$2,420,366	\$2,116,810	\$4,537,176
5B/5C	\$3,311,968	\$2,165,483	\$5,477,451
5F	\$1,274,564	\$1,550,385	\$2,824,949
6D	\$1,303,823	\$1,607,529	\$2,911,352

DRAINAGE FEE SCHEDULE FOR SURCHARGE AREAS: PLANNED LOCAL DRAINAGE AREAS

Area	AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	
W															
TOTAL	-	-	-	-	-	-	-	-	-	-	-	\$11,075	-	-	
	*Note: A surcharge fee is in effect per Board Resolution No. 885-BPBR.														
Z															
TOTAL	-	-	-	-	-	-	-	-	\$1,970	\$2,110	\$2,250	\$2,615	\$5,380	\$2,915	
	*Note: A surcharge fee is in effect per Board Resolution Nos. 1227, 1265, 1268, 1386.														
BX															
TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	\$9,140	-	
	*Note: A surcharge fee is in effect per Board Resolution Nos. 2017-864 & 2018-908.														
CM															
TOTAL	\$90	\$105	\$135	\$145	\$160	\$165	\$165	\$165	\$175	\$185	\$200	\$235	\$485	\$260	
	*Note: A surcharge fee is in effect per Board Resolution No.1228.														
CN															
TOTAL	-	-	-	-	-	-	-	-	\$2,200	\$2,395	\$2,695	\$3,465	\$3,690	\$3,925	
	*Note: A surcharge fee is in effect per Board Resolution Nos. 1159, 1342, 1414, & 1422.														
DE															
TOTAL	-	-	-	-	-	\$790	\$790	\$790	\$840	\$900	-	\$1,120	\$1,250	\$1,250	
	*Note: A surcharge fee is in effect per Board Resolution No. 2006-486.														
DN															
TOTAL	-	-	-	-	-	\$10,510	\$10,850	\$11,140	\$11,140	-	-	-	-	\$16,510	
	*Note: A surcharge fee is in effect per Board Resolution Nos. 2016-840 & 2018-908.														
DO															
TOTAL	-	-	-	-	-	-	-	\$3,680	\$3,680	\$3,950	\$3,950	-	\$5,170	\$5,460	
	*Note: A surcharge fee is in effect per Board Resolution Nos. 2007-522, 2014-806, 2018-887, & 2018-908.														
7D															
TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	\$3,651	-	
	*Note: A surcharge fee is in effect per Board Resolution Nos. 2005-480 & 2018-908.														
7H															
TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	\$3,651	-	
	*Note: A surcharge fee is in effect per Board Resolution Nos. 2005-480 & 2018-908.														



File 140.3123, 140.3133, 140.3143

BOARD MEETING: December 11, 2019
AGENDA ITEM NO.: 7.A.
FROM: Peter Sanchez, District Engineer-Assistant General Manager
SUBJECT: **Storm Drainage Master Plan and Drainage Fee Schedule Update: Adoption of Resolution Amending the Storm Drainage and Flood Control Master Plan and Amending Schedule of Drainage Fees; Surcharges and Costs for Local Drainage Areas (2020 Rate Schedule)**

Summary

Urban storm drainage systems are funded by the payment of drainage fees at the time of development. Fees in the original area of the District or core area of the City of Fresno (Zone 2) are calculated at a uniform rate by spreading the aggregate of the total system cost to the entire original area. The core area of the City of Clovis (Zone 3) utilizes the same approach. Zone 2 is unique in that the aggregate approach was intended to distribute the benefits of the long-term tax payments and early formation and subsidies via assessments districts. All other areas referred to as the "Full Cost" zone (Zone 1) are funded by spreading the individual system cost to its respective local drainage area. The zones are shown on the attached Exhibit No. 1.

Exhibit No. 2 depicts the proposed amendments to certain drainage and surcharge fee schedules for March 1, 2020 through February 28, 2021. Adoption of the attached resolution is necessary to formally amend the Master Plan and amend the fee schedule in certain drainage areas that have changes or an increased fee rate. Because of its large size, the updated Storm Drainage and Flood Control Master Plan Map (Exhibit "A") will be provided at the meeting for review and reference. A Public Hearing is required to increase drainage fee rates and the appropriate public notice regarding this Hearing was published in the Fresno Bee pursuant to the Government Code. Fee schedules are updated annually to become effective not less than sixty (60) days after adoption.

Zone 1

With respect to Zone 1, seventy-three (73) drainage areas warrant a fee adjustment. Modification of system costs significant enough to justify a revision to the drainage fee schedules include (i) increased unit prices for pipelines, canal outfalls, basin excavation, basin fencing (fence, fence pad & gates), basin sprinkler & turf, street lights, water capacity fee (Fresno), water grid main charge (Clovis) and well charge (Clovis); and/or (ii) higher than anticipated contract costs. As noted above, these drainage areas are set forth in Exhibit No. 2. The list shows the land use of greatest acreage in each of the respective local drainage areas as



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representative of the adjustments or rate change. The comment column indicates the type of adjustment associated with the 2020 Drainage and Surcharge Fee and Amendments.

Also, this year's study indicated that drainage fee rates for twenty-six (26) Zone 1 drainage areas remain the same or showed a slight decrease. Based upon previous staff reviews, it is normally recommended that downward adjustments not be made due to the anticipated drainage fee revenue falling short of the total system costs within many of the full cost drainage areas. A decrease in the fee rate for Zone 1 areas must be supported by a fee audit for the specific area. The audit is necessary to evaluate the outcome of the total system costs to determine, ultimately, if the funding collected will be less or more than the cost to complete the full cost Zone 1 drainage systems. This year's audit does not support a decrease in the remaining Zone 1 areas. Staff will continually monitor these areas and report its findings to the Board should a decrease in fees be warranted in the future.

Zone 2

With respect to Zone 2 areas, unit cost updates in the previous year warrant a fee adjustment. The percentage increase is shown on Exhibit No. 2.

Zone 3

With respect to Zone 3 areas, there will be no adjustment this year.

Surcharge Areas

Review of the fee rates identified two (2) existing surcharge areas, Drainage Areas "DO" and "DN", that have warranted fee adjustments (see Exhibit No. 3). The fee increases in these areas resulted from unit cost updates. Drainage Area "DN" also had higher than anticipated contract costs. Exhibit No. 3 also shows the per acre costs resulting from these surcharge fee adjustments.

Staff has presented the 2020 amendments to the fee schedules on the District's web site, circulated the proposed changes to the Building Industry Association (BIA) for comment, and informed the BIA of the public hearing date. The proposed changes in the fee schedule were also presented to the BIA at regularly scheduled BIA/FMFCD liaison meeting on Wednesday, November 26, 2019. It was requested that the BIA make formal comments on the proposal for this year's adjustments prior to the public hearing. No comments have been received at the writing of this memorandum. In the past, BIA has been non-committal and taken no position in regards to drainage fee adjustments. Following the District's adoption of the 2020 amendments to the Drainage Fee Schedule, staff will request each of the local jurisdictional agencies adopt the amendments.

The adoption of fees is considered a project under the California Environmental Quality Act (CEQA). Staff has evaluated the potential environmental impact of the adoption of these fees and has determined that the action is exempt from CEQA pursuant to Public Resources Code Section 21080(b)(8)(D). This section exempts the modification of fees collected by public agencies for purpose of obtaining funds for capital projects necessary to maintain service within existing service areas. Pursuant to Section 21080(b)(8)(D), staff recommends the Board

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incorporate findings in the record that the proposed amendments to the drainage fees are exempt from CEQA.

Recommendation

It is recommended the Board of Directors take the following actions:

1. Adopt the attached Resolution updating the Storm Drainage and Flood Control Master Plan Map and amend the proposed cost and fee schedules as set forth therein.
2. Direct staff to transmit the map and fee schedule amendments to the City of Fresno, City of Clovis, and the County of Fresno for adoption.
3. Find that adoption of said Resolutions that adopts fees are exempt from further CEQA assessment per provisions of Public Resources Code Section 21080(b)(8)(D).

Discussion

The proposed drainage fee amendments, shown on Exhibit No. 2, comply with the Government Code that requires the local agency to determine that the fees are fairly apportioned within the local drainage areas either on the basis of benefits conferred on the property proposed for subdivision or on the need for such facilities created by the proposed subdivision and development of other property within such areas. In Zones 1 thru 3, fees are fairly apportioned based on the need to capture, manage and store storm water runoff as determined by land use and anticipated impervious area.

Staff continually monitors system costs as improvements are constructed yearly. By monitoring system costs, staff is able to make the necessary adjustments to the drainage fee automation program which re-calculates the drainage fee schedules immediately when new information is input into the accounting data and/or modifications are made to the GIS system. This process requires the comparing of actual contract unit costs with the current fee study unit costs as well as insight from building contractors within the metropolitan area. With the use of actual costs the District is able to ensure the unit costs are current with the market and better re-coup funding for updated system costs without relying on the use of the General fund. While adjustments to drainage fees are generally considered only once each year pursuant to the Drainage Fee Ordinance, the automated program allows for staff to view the effect on the future drainage fee rate schedule after any system modification.

To keep current with facility unit costs, the adjustments warranted for 2020 include an increase in the following: all pipe with trench resurfacing (5%), all pipe without trench resurfacing (5%), canal outfalls (100%), basin excavation (33.3%), basin fencing (100%), sprinkler & turf (17.6%), street lights (7.7%), City of Fresno water capacity fee (2.6%), City of Clovis water grid main charge (4.2%), and City of Clovis well charge (4.2%). The 2020 drainage fee rate study reviews all drainage areas utilizing the adjusted unit costs along with accounting data for existing facilities.

The existing drainage ordinances require annual updating of the drainage system cost schedules. This process assures fees are based on actual costs, ensures equity among all fee

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payers, assures reimbursement of those incurring construction costs in excess of their proportionate cost share, and protects the general taxpayer from the need to pay development subsidies.

Pursuant to the Government Code, the fee increases become effective not less than sixty (60) days following adoption. Therefore, if adopted, the effective date of the drainage fee rate schedule would be March 1, 2020 in accordance with the Drainage Fee Ordinance.

Respectfully submitted by:

Wendell Lum, Master Plan Special Projects Manager

Attachments

1. Public Hearing Procedural Outline
2. Exhibit No. 1
3. Exhibit No. 2
4. Exhibit No. 3
5. Exhibit A
6. Exhibit B
7. Resolution

RESOLUTION NO. _____

**BEFORE THE BOARD OF DIRECTORS OF THE
FRESNO METROPOLITAN FLOOD CONTROL DISTRICT
RESOLUTION AMENDING THE STORM DRAINAGE AND FLOOD CONTROL
MASTER PLAN AND AMENDING THE SCHEDULE
OF DRAINAGE FEES, SURCHARGES AND COSTS ESTABLISHING SUCH
COSTS AND FEES FOR LOCAL DRAINAGE AREAS
(2020-2021)**

WHEREAS, the Board of Directors enacted Resolution No. 1412 on February 9, 1988, establishing a schedule of drainage system costs and fees pursuant to the adopted Storm Drainage and Flood Control Master Plan, said schedule being an element of the drainage fee ordinances of the Fresno Metropolitan Flood Control District, Cities of Clovis and Fresno, and the County of Fresno, which ordinances are incorporated herein by this reference; and

WHEREAS, the Board of Directors enacted resolutions from time to time, amending said schedule, the last District-wide amendment being Resolution No. 2018-908 adopted on December 12, 2018; and

WHEREAS, an amended Storm Drainage and Flood Control Master Plan Map, attached as Exhibit “A” hereto, specifying public facilities and improvements, existing and proposed, which are necessary to provide drainage service and flood control within the respective local drainage areas specified therein, has been presented to the Board of Directors; and

WHEREAS, the District’s Storm Drainage and Flood Control Master Plan includes a study of the impacts of contemplated future development on the District's existing storm drainage services and facilities in the local drainage areas of the Fresno Metropolitan Flood Control District listed in Exhibit “B” attached hereto, along with an analysis of new,

improved or expanded public facilities and improvements required or appropriate to serve development in said local drainage areas; and

WHEREAS, as to each of said local drainage areas, said Map, said Plan and said study set forth the relationship between development and said services or facilities; the estimated cost thereof; and the schedule of per gross acre fees calculated to raise the sum of money necessary to pay the estimated total cost of local drainage facilities therein; and

WHEREAS, said Map and said study were available at the District's office for public inspection and review ten (10) days prior to this public hearing, and notice was given in compliance with the requirements therefor; and

WHEREAS, a public hearing was held pursuant to the public notice cited herein at a regularly scheduled meeting of the Board of Directors of the Fresno Metropolitan Flood Control District; and

WHEREAS, the Board of Directors finds as follows:

A. That the purpose of said fees is to finance facilities within the District required for the removal of surface and storm waters attributable to development; to obviate the menace to the public health, safety and welfare arising from inadequate provision for removal of surface and storm waters occurring as the result of development of property; to prevent deterioration of property values and impairment of conditions making for desirable residential, commercial or industrial development, as the case may be, which would result from the failure to construct planned local drainage facilities relative to development of property; and to prevent deterioration of public streets and other public facilities which would result from failure to construct planned local drainage facilities concurrently with development.

B. The fees adopted and collected pursuant to the drainage fee ordinances and this Resolution are to be used to finance only the public facilities shown on Exhibit “A”, within each of the respective local drainage areas identified in Exhibit “B” hereto.

C. After considering said Map and said study and the analysis prepared by the District; the respective General Plans and community and specific plans prepared by the Development Departments of said County and Cities; and the information and testimony received at this public hearing, the Board of Directors approves said Map and said study, and incorporates such herein. The Board further finds that all new development in the subject area will generate the need for storm drainage facilities therein, and generates an unmet need for storm drainage facilities and services in said area.

D. There is a need in local drainage areas for storm drainage facilities which have not been constructed or have been constructed; said facilities have been called for in, or are consistent with, the General Plans. Development will contribute its fair share toward the facility costs in those local drainage areas listed in Exhibit “B” through payment of the respective drainage fees set forth therein.

E. The facts and evidence presented establish that there is a reasonable relationship between the need for the described public facilities and the impacts of the types of development as described in Exhibits “A” and “B” for which the corresponding fee set forth in Exhibit “B” is charged. There is a reasonable relationship between the use of said fee and development of the lands in the service area for which the fee is charged, as these reasonable relationships or nexuses are described in more detail in the study and Map referred to above.

F. The Storm Drainage and Flood Control Master Plan Map attached hereto as Exhibit “A” and the storm drainage fee rate schedule set forth in Exhibit “B”, as adopted by Paragraphs 2 and 3 herein, revise the District’s Storm Drainage and Flood Control Master Plan, to conform to its General Plan and comply with Section 66483 of the California Government Code.

G. The cost estimates set forth in Exhibit “B” are reasonable cost estimates for constructing these facilities, and the fee schedule set forth therein is based on said estimates and is to generate fees from development which will not exceed the total of these costs.

NOW THEREFORE, it is hereby resolved by the Board of Directors of the Fresno Metropolitan Flood Control District that:

1. The above recitals are true and correct, and this Board so finds and determines.
2. This Resolution is exempt from further California Environmental Quality Act (CEQA) assessment per the provisions of Public Resources Code Section 21080(b)(8)(D).
3. The Storm Drainage and Flood Control Master Plan is hereby amended to include that Storm Drain and Flood Control Master Plan Map attached hereto as Exhibit “A” and as supported by Exhibit “B”.
4. The schedule of drainage fees for those respective local drainage areas listed in Exhibit “B” hereto is hereby adopted as set forth in said Exhibit “B”. The District shall prepare a 2020-2021 schedule of drainage fees for each of its local drainage areas, which shall include the amendments adopted herein. Pursuant to California Government

Code Section 66017, said schedule of drainage fees shall become effective no sooner than sixty (60) days from the date of adoption of this Resolution. In compliance with California Government Code Section 66017, the District's 2020-2021 schedule of drainage fees shall be effective as of March 1, 2020, in accordance with the drainage fee ordinances. Fees shall be paid in accordance with the drainage fee ordinances and as specified in said 2020-2021 drainage fee schedule.

5. The fee shall be used solely to pay: (a) costs related to the design, administration and construction of the described public storm water facilities; (b) for reimbursing the District for the development's fair share of those costs incurred by the District in the design and construction of the described public storm water facilities; or (c) to reimburse other developers who have constructed public facilities in each service area where those facilities were beyond that needed to mitigate the impacts of the other developers' project or projects and where reimbursement is provided for in the applicable Drainage Fee Ordinance.

6. The District, pursuant to the Drainage Fee Ordinance, shall analyze and review the estimated cost of the described capital improvements for which this fee is charged, the continued or expanded need therefor, and the reasonable relationship between such facility needs and the varying types of development. The General Manager-Secretary shall report the findings to the Board of Directors and recommend any adjustment to this fee or other action as may be needed.

7. Pursuant to California Government Code Section 66022, any judicial action or proceeding to attack, review, set aside, void or annul this Resolution shall be brought within one hundred twenty (120) days of the adoption of this Resolution. Pursuant

to California Government Code Section 66022, any judicial action or proceeding to attack, review, set aside, void, or annul the fee increase shall commence within one hundred twenty (120) days of the effective date of the increase, which is identified in Paragraph No. 4 hereinabove. Administrative appeal is a mandatory prerequisite to any such judicial action or proceeding. Such appeal shall be made in writing to the Director of Development of Public Works of the political subdivision in which the property subjected hereto is located (i.e., the City of Fresno, the City of Clovis or the County of Fresno). Such appeal must be made within sixty (60) days after the effective date hereof. The Director shall set the matter for hearing, conduct the hearing and render a decision within forty (40) days after such appeal is filed.

8. The Ordinances of the City of Fresno, City of Clovis, and the County of Fresno have an administrative mechanism whereby a property owner who seeks to develop property within the boundaries of the Fresno Metropolitan Flood Control District can challenge the fees imposed thereunder only by first paying said fees under protest. Developers of property within the Fresno Metropolitan Flood Control District shall adhere to the applicable ordinance of the City of Fresno, City of Clovis or the County of Fresno under which it is required that drainage fees must be paid before development is allowed, and that such fee may be paid under protest.

PASSED AND ADOPTED this 11th day of December, 2019, by the following vote to wit:

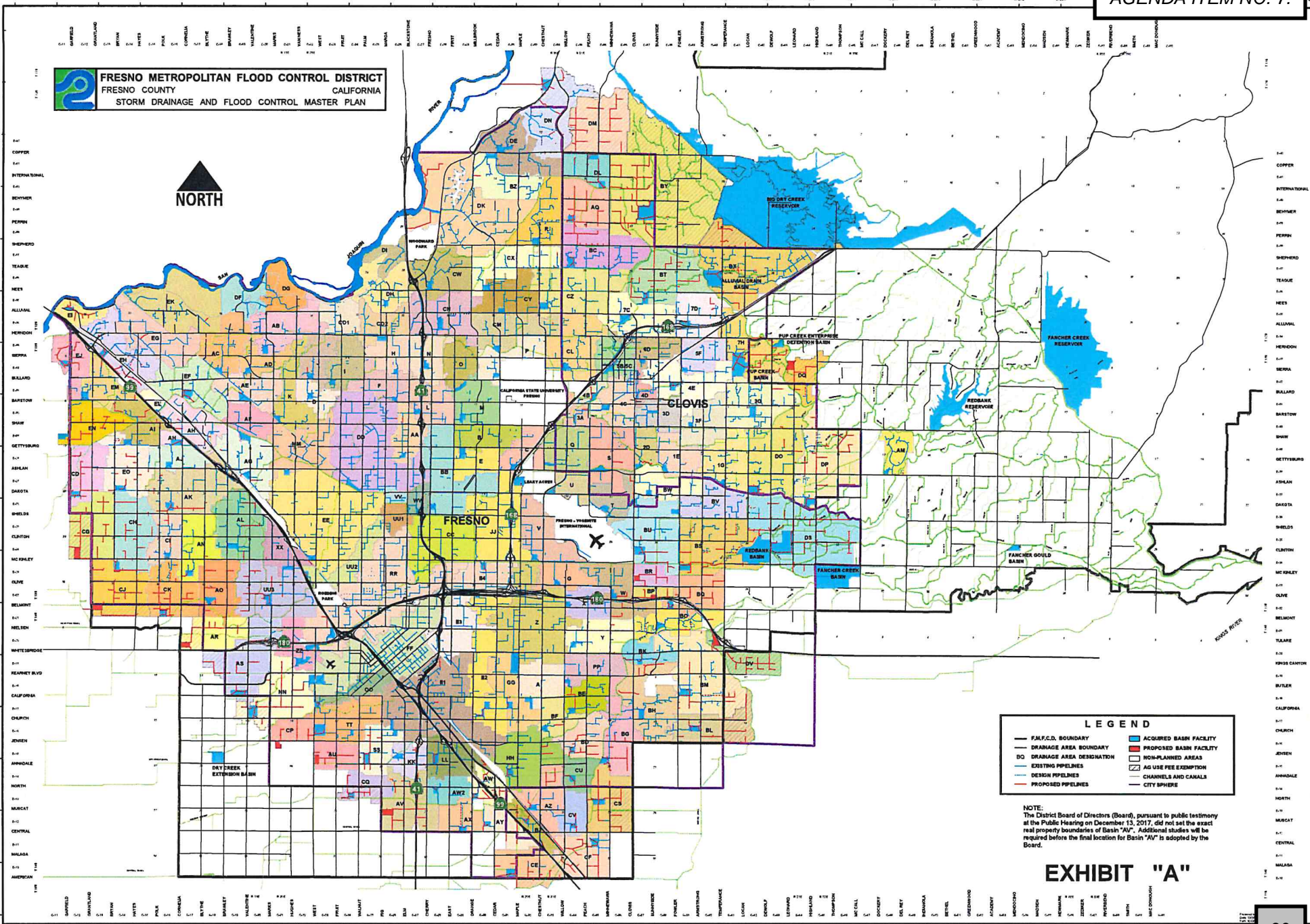
- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

**Updated Storm Drainage and Flood Control Master Plan Map
will be Available at Meeting**

Exhibit "A"

7

FRESNO METROPOLITAN FLOOD CONTROL DISTRICT
FRESNO COUNTY CALIFORNIA
STORM DRAINAGE AND FLOOD CONTROL MASTER PLAN



LEGEND

— FALF.C.D. BOUNDARY	■ ACQUIRED BASIN FACILITY
— DRAINAGE AREA BOUNDARY	■ PROPOSED BASIN FACILITY
DO DRAINAGE AREA DESIGNATION	□ NON-PLANNED AREAS
— EXISTING PIPELINES	□ AG USE FEE EXEMPTION
— DESIGN PIPELINES	— CHANNELS AND CANALS
— PROPOSED PIPELINES	— CITY SPHERE

NOTE:
 The District Board of Directors (Board), pursuant to public testimony at the Public Hearing on December 13, 2017, did not set the exact real property boundaries of Basin "AV". Additional studies will be required before the final location for Basin "AV" is adopted by the Board.

EXHIBIT "A"

2020 Drainage Fee Schedule with Amendments (County Schedule)

County schedule includes both City of Fresno and Clovis schedules

Exhibit "B"

Fresno Metropolitan Flood Control District

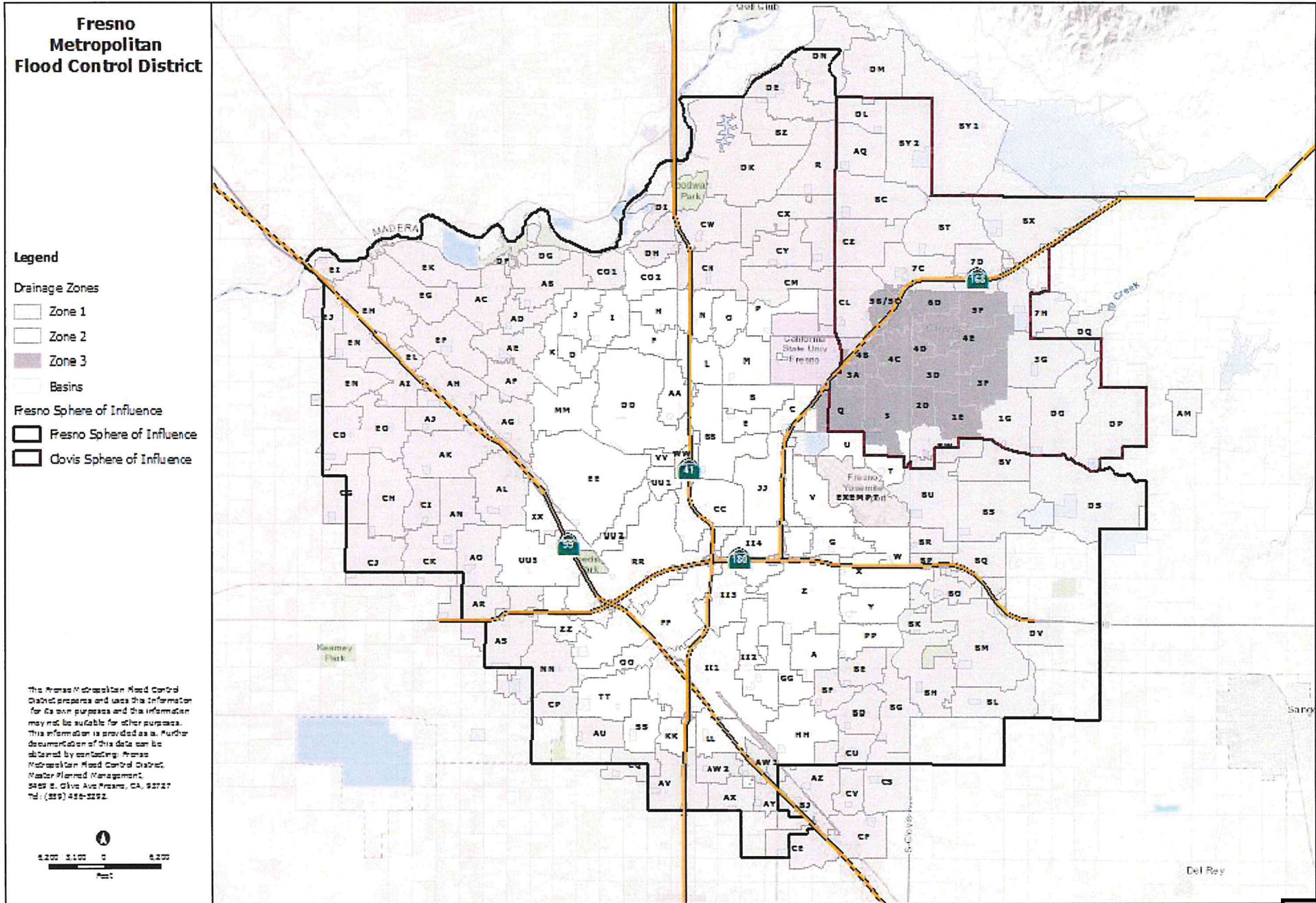


2020 DRAINAGE FEE SCHEDULE

Fresno County

Effective Date: 3/1/2020

EXHIBIT "B"



DRAINAGE FEE SCHEDULE FOR ZONE 1: PLANNED LOCAL DRAINAGE AREAS

Area		AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
R	BASIN	\$1,410	\$1,610	\$2,020	\$2,420	\$2,820	\$3,020	\$3,180	\$3,330	\$3,330	\$3,730	\$4,530	\$6,600	\$7,060	\$7,570	\$2,891,960
	PIPE	\$1,840	\$2,080	\$2,760	\$2,990	\$3,250	\$3,380	\$3,490	\$3,580	\$3,580	\$3,840	\$4,100	\$4,760	\$5,030	\$5,310	\$2,780,680
	TOTAL	\$3,250	\$3,690	\$4,780	\$5,410	\$6,070	\$6,400	\$6,670	\$6,910	\$6,910	\$7,570	\$8,630	\$11,360	\$12,090	\$12,880	\$5,672,640
AB	BASIN	\$970	\$1,110	\$1,390	\$1,660	\$1,940	\$2,080	\$2,190	\$2,290	\$2,290	\$2,560	\$3,120	\$4,540	\$4,860	\$5,210	\$1,668,940
	PIPE	\$1,000	\$1,130	\$1,500	\$1,630	\$1,770	\$1,840	\$1,900	\$1,950	\$1,950	\$2,090	\$2,230	\$2,590	\$2,740	\$2,890	\$1,420,070
	TOTAL	\$1,970	\$2,240	\$2,890	\$3,290	\$3,710	\$3,920	\$4,090	\$4,240	\$4,240	\$4,650	\$5,350	\$7,130	\$7,600	\$8,100	\$3,089,010
AC	BASIN	\$640	\$730	\$920	\$1,100	\$1,280	\$1,370	\$1,440	\$1,520	\$1,520	\$1,700	\$2,060	\$3,000	\$3,210	\$3,440	\$1,095,117
	PIPE	\$890	\$1,010	\$1,340	\$1,460	\$1,580	\$1,650	\$1,700	\$1,740	\$1,740	\$1,870	\$1,990	\$2,320	\$2,450	\$2,580	\$1,164,819
	TOTAL	\$1,530	\$1,740	\$2,260	\$2,560	\$2,860	\$3,020	\$3,140	\$3,260	\$3,260	\$3,570	\$4,050	\$5,320	\$5,660	\$6,020	\$2,259,936
AD	BASIN	\$1,340	\$1,530	\$1,920	\$2,290	\$2,680	\$2,870	\$3,020	\$3,170	\$3,170	\$3,540	\$4,310	\$6,260	\$6,710	\$7,190	\$1,091,730
	PIPE	\$480	\$540	\$720	\$780	\$840	\$880	\$910	\$930	\$930	\$1,000	\$1,060	\$1,230	\$1,310	\$1,380	\$330,500
	TOTAL	\$1,820	\$2,070	\$2,640	\$3,070	\$3,520	\$3,750	\$3,930	\$4,100	\$4,100	\$4,540	\$5,370	\$7,490	\$8,020	\$8,570	\$1,422,230
AE	BASIN	\$1,710	\$1,950	\$2,440	\$2,920	\$3,420	\$3,660	\$3,840	\$4,030	\$4,030	\$4,510	\$5,480	\$7,980	\$8,540	\$9,160	\$2,403,920
	PIPE	\$620	\$710	\$940	\$1,020	\$1,110	\$1,150	\$1,190	\$1,220	\$1,220	\$1,310	\$1,390	\$1,620	\$1,710	\$1,810	\$707,470
	TOTAL	\$2,330	\$2,660	\$3,380	\$3,940	\$4,530	\$4,810	\$5,030	\$5,250	\$5,250	\$5,820	\$6,870	\$9,600	\$10,250	\$10,970	\$3,111,390
AF	BASIN	\$780	\$890	\$1,120	\$1,340	\$1,570	\$1,680	\$1,760	\$1,850	\$1,850	\$2,070	\$2,520	\$3,660	\$3,920	\$4,200	\$1,317,910
	PIPE	\$500	\$570	\$760	\$820	\$890	\$930	\$960	\$980	\$980	\$1,050	\$1,120	\$1,300	\$1,380	\$1,460	\$510,250
	TOTAL	\$1,280	\$1,460	\$1,880	\$2,160	\$2,460	\$2,610	\$2,720	\$2,830	\$2,830	\$3,120	\$3,640	\$4,960	\$5,300	\$5,660	\$1,828,160
AG	BASIN	\$490	\$560	\$700	\$840	\$980	\$1,050	\$1,110	\$1,160	\$1,160	\$1,300	\$1,580	\$2,300	\$2,460	\$2,640	\$1,363,230
	PIPE	\$1,380	\$1,550	\$2,060	\$2,240	\$2,440	\$2,530	\$2,610	\$2,680	\$2,680	\$2,880	\$3,070	\$3,560	\$3,770	\$3,980	\$2,321,660
	TOTAL	\$1,870	\$2,110	\$2,760	\$3,080	\$3,420	\$3,580	\$3,720	\$3,840	\$3,840	\$4,180	\$4,650	\$5,860	\$6,230	\$6,620	\$3,684,890
AH	BASIN	\$1,320	\$1,500	\$1,880	\$2,250	\$2,630	\$2,810	\$2,960	\$3,100	\$3,100	\$3,470	\$4,220	\$6,140	\$6,580	\$7,050	\$4,152,110
	PIPE	\$2,100	\$2,370	\$3,150	\$3,420	\$3,720	\$3,860	\$3,990	\$4,090	\$4,090	\$4,390	\$4,680	\$5,440	\$5,750	\$6,070	\$3,818,710
	TOTAL	\$3,420	\$3,870	\$5,030	\$5,670	\$6,350	\$6,670	\$6,950	\$7,190	\$7,190	\$7,860	\$8,900	\$11,580	\$12,330	\$13,120	\$7,970,820
AI	BASIN	\$1,560	\$1,780	\$2,230	\$2,670	\$3,120	\$3,340	\$3,510	\$3,680	\$3,680	\$4,110	\$5,000	\$7,280	\$7,790	\$8,350	\$2,495,100
	PIPE	\$3,190	\$3,610	\$4,790	\$5,210	\$5,650	\$5,880	\$6,070	\$6,230	\$6,230	\$6,680	\$7,120	\$8,270	\$8,750	\$9,230	\$3,405,980
	TOTAL	\$4,750	\$5,390	\$7,020	\$7,880	\$8,770	\$9,220	\$9,580	\$9,910	\$9,910	\$10,790	\$12,120	\$15,550	\$16,540	\$17,580	\$5,901,080
AJ	BASIN	\$1,720	\$1,960	\$2,460	\$2,940	\$3,440	\$3,680	\$3,870	\$4,060	\$4,060	\$4,540	\$5,520	\$8,030	\$8,590	\$9,210	\$1,554,340
	PIPE	\$590	\$670	\$880	\$960	\$1,040	\$1,090	\$1,120	\$1,150	\$1,150	\$1,230	\$1,320	\$1,530	\$1,620	\$1,700	\$433,080
	TOTAL	\$2,310	\$2,630	\$3,340	\$3,900	\$4,480	\$4,770	\$4,990	\$5,210	\$5,210	\$5,770	\$6,840	\$9,560	\$10,210	\$10,910	\$1,987,420
AK	BASIN	\$990	\$1,130	\$1,420	\$1,700	\$1,990	\$2,130	\$2,240	\$2,350	\$2,350	\$2,630	\$3,190	\$4,650	\$4,970	\$5,330	\$3,028,150
	PIPE	\$1,730	\$1,950	\$2,590	\$2,810	\$3,060	\$3,180	\$3,280	\$3,370	\$3,370	\$3,610	\$3,850	\$4,470	\$4,730	\$4,990	\$3,917,680
	TOTAL	\$2,720	\$3,080	\$4,010	\$4,510	\$5,050	\$5,310	\$5,520	\$5,720	\$5,720	\$6,240	\$7,040	\$9,120	\$9,700	\$10,320	\$6,945,830
AL	BASIN	\$1,030	\$1,170	\$1,470	\$1,760	\$2,050	\$2,200	\$2,310	\$2,420	\$2,420	\$2,710	\$3,300	\$4,800	\$5,140	\$5,510	\$2,508,100
	PIPE	\$1,970	\$2,220	\$2,950	\$3,200	\$3,480	\$3,620	\$3,730	\$3,830	\$3,830	\$4,110	\$4,380	\$5,090	\$5,380	\$5,680	\$3,675,490
	TOTAL	\$3,000	\$3,390	\$4,420	\$4,960	\$5,530	\$5,820	\$6,040	\$6,250	\$6,250	\$6,820	\$7,680	\$9,890	\$10,520	\$11,190	\$6,183,590
AM	BASIN	\$2,370	\$2,370	\$2,970	\$3,550	\$4,150	\$4,450	\$4,670	\$4,900	\$4,900	\$5,480	\$6,670	\$9,700	\$10,390	\$11,130	\$1,260,966
	PIPE	\$5,950	\$5,950	\$7,900	\$8,590	\$9,330	\$9,700	\$10,010	\$10,280	\$10,280	\$11,010	\$11,750	\$13,650	\$14,440	\$15,230	\$2,866,860
	TOTAL	\$8,320	\$8,320	\$10,870	\$12,140	\$13,480	\$14,150	\$14,680	\$15,180	\$15,180	\$16,490	\$18,420	\$23,350	\$24,830	\$26,360	\$4,147,826

DRAINAGE FEE SCHEDULE FOR ZONE 1: PLANNED LOCAL DRAINAGE AREAS

Area		AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
AN	BASIN	\$1,610	\$1,840	\$2,300	\$2,750	\$3,220	\$3,450	\$3,620	\$3,800	\$3,800	\$4,250	\$5,170	\$7,520	\$8,050	\$8,630	\$2,274,980
	PIPE	\$1,770	\$2,000	\$2,660	\$2,890	\$3,140	\$3,260	\$3,370	\$3,460	\$3,460	\$3,710	\$3,950	\$4,590	\$4,860	\$5,120	\$2,113,120
	TOTAL	\$3,380	\$3,840	\$4,960	\$5,640	\$6,360	\$6,710	\$6,990	\$7,260	\$7,260	\$7,960	\$9,120	\$12,110	\$12,910	\$13,750	\$4,388,100
AO	BASIN	\$1,570	\$1,790	\$2,240	\$2,680	\$3,130	\$3,350	\$3,530	\$3,700	\$3,700	\$4,140	\$5,030	\$7,320	\$7,840	\$8,400	\$2,820,970
	PIPE	\$3,460	\$3,910	\$5,190	\$5,640	\$6,130	\$6,370	\$6,580	\$6,750	\$6,750	\$7,240	\$7,720	\$8,970	\$9,490	\$10,010	\$4,666,730
	TOTAL	\$5,030	\$5,700	\$7,430	\$8,320	\$9,260	\$9,720	\$10,110	\$10,450	\$10,450	\$11,380	\$12,750	\$16,290	\$17,330	\$18,410	\$7,487,700
AQ	BASIN	\$1,520	\$1,730	\$2,170	\$2,590	\$3,030	\$3,240	\$3,410	\$3,580	\$3,580	\$4,000	\$4,870	\$7,080	\$7,580	\$8,130	\$3,323,840
	PIPE	\$3,330	\$3,760	\$4,990	\$5,420	\$5,890	\$6,120	\$6,320	\$6,490	\$6,490	\$6,950	\$7,420	\$8,610	\$9,110	\$9,610	\$4,738,660
	TOTAL	\$4,850	\$5,490	\$7,160	\$8,010	\$8,920	\$9,360	\$9,730	\$10,070	\$10,070	\$10,950	\$12,290	\$15,690	\$16,690	\$17,740	\$8,062,500
AR	BASIN	\$1,640	\$1,870	\$2,340	\$2,800	\$3,280	\$3,510	\$3,690	\$3,870	\$3,870	\$4,330	\$5,260	\$7,650	\$8,190	\$8,780	\$3,359,170
	PIPE	\$4,370	\$4,930	\$6,550	\$7,120	\$7,730	\$8,040	\$8,300	\$8,520	\$8,520	\$9,130	\$9,740	\$11,310	\$11,970	\$12,620	\$5,545,120
	TOTAL	\$6,010	\$6,800	\$8,890	\$9,920	\$11,010	\$11,550	\$11,990	\$12,390	\$12,390	\$13,460	\$15,000	\$18,960	\$20,160	\$21,400	\$8,904,290
AS	BASIN	\$1,290	\$1,470	\$1,850	\$2,210	\$2,590	\$2,770	\$2,910	\$3,050	\$3,050	\$3,410	\$4,150	\$6,040	\$6,460	\$6,930	\$4,039,770
	PIPE	\$3,660	\$4,140	\$5,490	\$5,970	\$6,480	\$6,740	\$6,960	\$7,140	\$7,140	\$7,650	\$8,170	\$9,480	\$10,030	\$10,580	\$8,098,680
	TOTAL	\$4,950	\$5,610	\$7,340	\$8,180	\$9,070	\$9,510	\$9,870	\$10,190	\$10,190	\$11,060	\$12,320	\$15,520	\$16,490	\$17,510	\$12,138,450
AU	BASIN	\$3,400	\$3,870	\$4,860	\$5,810	\$6,790	\$7,270	\$7,640	\$8,020	\$8,020	\$8,970	\$10,900	\$15,860	\$16,980	\$18,210	\$2,939,660
	PIPE	\$3,160	\$3,570	\$4,740	\$5,150	\$5,590	\$5,810	\$6,000	\$6,160	\$6,160	\$6,600	\$7,050	\$8,180	\$8,660	\$9,130	\$2,237,960
	TOTAL	\$6,560	\$7,440	\$9,600	\$10,960	\$12,380	\$13,080	\$13,640	\$14,180	\$14,180	\$15,570	\$17,950	\$24,040	\$25,640	\$27,340	\$5,177,620
AV	BASIN	\$1,290	\$1,480	\$1,850	\$2,210	\$2,590	\$2,770	\$2,910	\$3,060	\$3,060	\$3,420	\$4,160	\$6,050	\$6,470	\$6,940	\$4,375,200
	PIPE	\$4,840	\$5,460	\$7,250	\$7,880	\$8,560	\$8,900	\$9,190	\$9,430	\$9,430	\$10,110	\$10,780	\$12,520	\$13,250	\$13,970	\$9,254,430
	TOTAL	\$6,130	\$6,940	\$9,100	\$10,090	\$11,150	\$11,670	\$12,100	\$12,490	\$12,490	\$13,530	\$14,940	\$18,570	\$19,720	\$20,910	\$13,629,630
AW1	BASIN	\$1,140	\$1,310	\$1,640	\$1,960	\$2,290	\$2,450	\$2,580	\$2,700	\$2,700	\$3,020	\$3,670	\$5,350	\$5,720	\$6,140	\$1,684,920
	PIPE	\$5,200	\$5,870	\$7,790	\$8,470	\$9,200	\$9,560	\$9,870	\$10,130	\$10,130	\$10,860	\$11,580	\$13,460	\$14,230	\$15,010	\$4,240,510
	TOTAL	\$6,340	\$7,180	\$9,430	\$10,430	\$11,490	\$12,010	\$12,450	\$12,830	\$12,830	\$13,880	\$15,250	\$18,810	\$19,950	\$21,150	\$5,925,430
AW2	BASIN	\$880	\$1,000	\$1,250	\$1,500	\$1,750	\$1,880	\$1,970	\$2,070	\$2,070	\$2,320	\$2,820	\$4,100	\$4,390	\$4,700	\$1,358,890
	PIPE	\$990	\$1,120	\$1,490	\$1,620	\$1,760	\$1,820	\$1,880	\$1,930	\$1,930	\$2,070	\$2,210	\$2,570	\$2,720	\$2,870	\$851,760
	TOTAL	\$1,870	\$2,120	\$2,740	\$3,120	\$3,510	\$3,700	\$3,850	\$4,000	\$4,000	\$4,390	\$5,030	\$6,670	\$7,110	\$7,570	\$2,210,650
AX	BASIN	\$1,290	\$1,470	\$1,850	\$2,210	\$2,590	\$2,770	\$2,910	\$3,050	\$3,050	\$3,420	\$4,150	\$6,040	\$6,470	\$6,930	\$2,047,230
	PIPE	\$2,220	\$2,510	\$3,330	\$3,620	\$3,930	\$4,080	\$4,220	\$4,330	\$4,330	\$4,640	\$4,950	\$5,750	\$6,080	\$6,410	\$1,947,650
	TOTAL	\$3,510	\$3,980	\$5,180	\$5,830	\$6,520	\$6,850	\$7,130	\$7,380	\$7,380	\$8,060	\$9,100	\$11,790	\$12,550	\$13,340	\$3,994,880
AY	BASIN	\$1,680	\$1,910	\$2,400	\$2,870	\$3,360	\$3,590	\$3,770	\$3,960	\$3,960	\$4,430	\$5,380	\$7,830	\$8,390	\$8,990	\$3,058,190
	PIPE	\$2,080	\$2,350	\$3,120	\$3,390	\$3,680	\$3,830	\$3,950	\$4,060	\$4,060	\$4,350	\$4,640	\$5,390	\$5,700	\$6,010	\$2,102,870
	TOTAL	\$3,760	\$4,260	\$5,520	\$6,260	\$7,040	\$7,420	\$7,720	\$8,020	\$8,020	\$8,780	\$10,020	\$13,220	\$14,090	\$15,000	\$5,161,060
AZ	BASIN	\$520	\$600	\$750	\$890	\$1,050	\$1,120	\$1,180	\$1,240	\$1,240	\$1,380	\$1,680	\$2,440	\$2,620	\$2,810	\$1,398,270
	PIPE	\$1,830	\$2,070	\$2,750	\$2,990	\$3,240	\$3,370	\$3,480	\$3,570	\$3,570	\$3,830	\$4,090	\$4,750	\$5,020	\$5,300	\$2,847,560
	TOTAL	\$2,350	\$2,670	\$3,500	\$3,880	\$4,290	\$4,490	\$4,660	\$4,810	\$4,810	\$5,210	\$5,770	\$7,190	\$7,640	\$8,110	\$4,245,830
BC	BASIN	\$1,610	\$1,830	\$2,300	\$2,750	\$3,220	\$3,440	\$3,620	\$3,800	\$3,800	\$4,250	\$5,170	\$7,520	\$8,050	\$8,630	\$4,386,809
	PIPE	\$2,620	\$2,960	\$3,930	\$4,270	\$4,630	\$4,820	\$4,970	\$5,100	\$5,100	\$5,470	\$5,840	\$6,780	\$7,170	\$7,570	\$5,620,988
	TOTAL	\$4,230	\$4,790	\$6,230	\$7,020	\$7,850	\$8,260	\$8,590	\$8,900	\$8,900	\$9,720	\$11,010	\$14,300	\$15,220	\$16,200	\$10,007,797

DRAINAGE FEE SCHEDULE FOR ZONE 1: PLANNED LOCAL DRAINAGE AREAS

Area		AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
BD	BASIN	\$1,290	\$1,470	\$1,850	\$2,210	\$2,590	\$2,770	\$2,910	\$3,050	\$3,050	\$3,410	\$4,150	\$6,040	\$6,460	\$6,930	\$2,145,150
	PIPE	\$2,320	\$2,620	\$3,480	\$3,780	\$4,100	\$4,260	\$4,400	\$4,520	\$4,520	\$4,840	\$5,170	\$6,000	\$6,350	\$6,700	\$2,577,540
	TOTAL	\$3,610	\$4,090	\$5,330	\$5,990	\$6,690	\$7,030	\$7,310	\$7,570	\$7,570	\$8,250	\$9,320	\$12,040	\$12,810	\$13,630	\$4,722,690
BE	BASIN	\$1,360	\$1,560	\$1,950	\$2,330	\$2,730	\$2,920	\$3,070	\$3,220	\$3,220	\$3,600	\$4,380	\$6,370	\$6,820	\$7,320	\$1,250,700
	PIPE	\$1,810	\$2,050	\$2,720	\$2,950	\$3,210	\$3,340	\$3,440	\$3,530	\$3,530	\$3,790	\$4,040	\$4,700	\$4,970	\$5,240	\$1,423,080
	TOTAL	\$3,170	\$3,610	\$4,670	\$5,280	\$5,940	\$6,260	\$6,510	\$6,750	\$6,750	\$7,390	\$8,420	\$11,070	\$11,790	\$12,560	\$2,673,780
BF	BASIN	\$1,870	\$2,130	\$2,670	\$3,200	\$3,740	\$4,000	\$4,200	\$4,410	\$4,410	\$4,930	\$6,000	\$8,730	\$9,340	\$10,020	\$1,611,040
	PIPE	\$1,170	\$1,330	\$1,760	\$1,910	\$2,080	\$2,160	\$2,230	\$2,290	\$2,290	\$2,450	\$2,620	\$3,040	\$3,210	\$3,390	\$822,930
	TOTAL	\$3,040	\$3,460	\$4,430	\$5,110	\$5,820	\$6,160	\$6,430	\$6,700	\$6,700	\$7,380	\$8,620	\$11,770	\$12,550	\$13,410	\$2,433,970
BG	BASIN	\$1,590	\$1,810	\$2,270	\$2,720	\$3,180	\$3,400	\$3,570	\$3,750	\$3,750	\$4,190	\$5,100	\$7,420	\$7,940	\$8,520	\$3,660,430
	PIPE	\$2,680	\$3,030	\$4,020	\$4,370	\$4,740	\$4,930	\$5,090	\$5,230	\$5,230	\$5,600	\$5,980	\$6,940	\$7,340	\$7,740	\$4,169,140
	TOTAL	\$4,270	\$4,840	\$6,290	\$7,090	\$7,920	\$8,330	\$8,660	\$8,980	\$8,980	\$9,790	\$11,080	\$14,360	\$15,280	\$16,260	\$7,829,570
BH	BASIN	\$940	\$1,070	\$1,340	\$1,600	\$1,870	\$2,000	\$2,110	\$2,210	\$2,210	\$2,470	\$3,010	\$4,380	\$4,680	\$5,020	\$1,873,730
	PIPE	\$3,290	\$3,720	\$4,940	\$5,360	\$5,830	\$6,060	\$6,250	\$6,420	\$6,420	\$6,880	\$7,340	\$8,520	\$9,020	\$9,510	\$5,784,540
	TOTAL	\$4,230	\$4,790	\$6,280	\$6,960	\$7,700	\$8,060	\$8,360	\$8,630	\$8,630	\$9,350	\$10,350	\$12,900	\$13,700	\$14,530	\$7,658,270
BJ	BASIN	\$850	\$970	\$1,210	\$1,450	\$1,690	\$1,810	\$1,910	\$2,000	\$2,000	\$2,240	\$2,720	\$3,960	\$4,240	\$4,540	\$1,053,670
	PIPE	\$2,520	\$2,850	\$3,790	\$4,110	\$4,470	\$4,610	\$4,800	\$4,920	\$4,920	\$5,270	\$5,630	\$6,540	\$6,920	\$7,290	\$1,736,810
	TOTAL	\$3,370	\$3,820	\$5,000	\$5,560	\$6,160	\$6,450	\$6,710	\$6,920	\$6,920	\$7,510	\$8,350	\$10,500	\$11,160	\$11,830	\$2,790,480
BK	BASIN	\$2,000	\$2,270	\$2,850	\$3,410	\$3,990	\$4,270	\$4,490	\$4,710	\$4,710	\$5,270	\$6,410	\$9,320	\$9,980	\$10,700	\$2,034,250
	PIPE	\$2,180	\$2,460	\$3,270	\$3,550	\$3,860	\$4,010	\$4,140	\$4,250	\$4,250	\$4,560	\$4,860	\$5,650	\$5,970	\$6,300	\$1,415,190
	TOTAL	\$4,180	\$4,730	\$6,120	\$6,960	\$7,850	\$8,280	\$8,630	\$8,960	\$8,960	\$9,830	\$11,270	\$14,970	\$15,950	\$17,000	\$3,449,440
BL	BASIN	\$1,530	\$1,740	\$2,190	\$2,610	\$3,060	\$3,270	\$3,440	\$3,610	\$3,610	\$4,030	\$4,910	\$7,140	\$7,640	\$8,190	\$4,291,780
	PIPE	\$3,670	\$4,140	\$5,500	\$5,970	\$6,490	\$6,740	\$6,960	\$7,150	\$7,150	\$7,660	\$8,170	\$9,490	\$10,040	\$10,590	\$6,580,380
	TOTAL	\$5,200	\$5,880	\$7,690	\$8,580	\$9,550	\$10,010	\$10,400	\$10,760	\$10,760	\$11,690	\$13,080	\$16,630	\$17,680	\$18,780	\$10,872,160
BM	BASIN	\$730	\$830	\$1,040	\$1,250	\$1,460	\$1,560	\$1,640	\$1,720	\$1,720	\$1,930	\$2,350	\$3,410	\$3,650	\$3,920	\$2,976,790
	PIPE	\$3,450	\$3,900	\$5,170	\$5,620	\$6,110	\$6,350	\$6,550	\$6,730	\$6,730	\$7,210	\$7,690	\$8,930	\$9,450	\$9,970	\$10,382,110
	TOTAL	\$4,180	\$4,730	\$6,210	\$6,870	\$7,570	\$7,910	\$8,190	\$8,450	\$8,450	\$9,140	\$10,040	\$12,340	\$13,100	\$13,890	\$13,358,900
BO	BASIN	\$1,090	\$1,250	\$1,560	\$1,870	\$2,190	\$2,340	\$2,460	\$2,580	\$2,580	\$2,890	\$3,510	\$5,110	\$5,470	\$5,870	\$1,016,954
	PIPE	\$2,220	\$2,510	\$3,330	\$3,620	\$3,930	\$4,090	\$4,220	\$4,330	\$4,330	\$4,640	\$4,950	\$5,750	\$6,090	\$6,420	\$1,588,183
	TOTAL	\$3,310	\$3,760	\$4,890	\$5,490	\$6,120	\$6,430	\$6,680	\$6,910	\$6,910	\$7,530	\$8,460	\$10,860	\$11,560	\$12,290	\$2,605,137
BP	BASIN	\$3,160	\$3,610	\$4,520	\$5,410	\$6,320	\$6,770	\$7,120	\$7,460	\$7,460	\$8,350	\$10,150	\$14,770	\$15,810	\$16,950	\$2,075,670
	PIPE	\$3,090	\$3,490	\$4,630	\$5,030	\$5,460	\$5,680	\$5,860	\$6,020	\$6,020	\$6,450	\$6,880	\$7,990	\$8,450	\$8,920	\$1,123,110
	TOTAL	\$6,250	\$7,100	\$9,150	\$10,440	\$11,780	\$12,450	\$12,980	\$13,480	\$13,480	\$14,800	\$17,030	\$22,760	\$24,260	\$25,870	\$3,198,780
BQ	BASIN	\$1,330	\$1,510	\$1,900	\$2,270	\$2,650	\$2,840	\$2,990	\$3,130	\$3,130	\$3,500	\$4,260	\$6,200	\$6,640	\$7,110	\$2,430,390
	PIPE	\$3,090	\$3,490	\$4,630	\$5,040	\$5,470	\$5,680	\$5,870	\$6,020	\$6,020	\$6,460	\$6,890	\$8,000	\$8,470	\$8,930	\$3,619,710
	TOTAL	\$4,420	\$5,000	\$6,530	\$7,310	\$8,120	\$8,520	\$8,860	\$9,150	\$9,150	\$9,960	\$11,150	\$14,200	\$15,110	\$16,040	\$6,050,100
BR	BASIN	\$2,040	\$2,330	\$2,920	\$3,500	\$4,090	\$4,380	\$4,600	\$4,830	\$4,830	\$5,400	\$6,560	\$9,550	\$10,220	\$10,960	\$2,606,780
	PIPE	\$2,780	\$3,140	\$4,170	\$4,530	\$4,920	\$5,120	\$5,280	\$5,420	\$5,420	\$5,810	\$6,200	\$7,200	\$7,620	\$8,030	\$1,965,980
	TOTAL	\$4,820	\$5,470	\$7,090	\$8,030	\$9,010	\$9,500	\$9,880	\$10,250	\$10,250	\$11,210	\$12,760	\$16,750	\$17,840	\$18,990	\$4,572,760

DRAINAGE FEE SCHEDULE FOR ZONE 1: PLANNED LOCAL DRAINAGE AREAS

Area		AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
BS	BASIN	\$1,340	\$1,520	\$1,910	\$2,290	\$2,670	\$2,860	\$3,010	\$3,150	\$3,150	\$3,530	\$4,290	\$6,240	\$6,680	\$7,160	\$4,028,600
	PIPE	\$4,190	\$4,740	\$6,290	\$6,840	\$7,420	\$7,720	\$7,970	\$8,180	\$8,180	\$8,770	\$9,350	\$10,860	\$11,490	\$12,120	\$9,322,520
	TOTAL	\$5,530	\$6,260	\$8,200	\$9,130	\$10,090	\$10,580	\$10,980	\$11,330	\$11,330	\$12,300	\$13,640	\$17,100	\$18,170	\$19,280	\$13,351,120
BT	BASIN	\$2,120	\$2,420	\$3,030	\$3,630	\$4,240	\$4,540	\$4,770	\$5,010	\$5,010	\$5,600	\$6,810	\$9,910	\$10,610	\$11,370	\$4,459,050
	PIPE	\$3,730	\$4,220	\$5,600	\$6,080	\$6,600	\$6,860	\$7,090	\$7,270	\$7,270	\$7,800	\$8,320	\$9,660	\$10,220	\$10,780	\$6,917,800
	TOTAL	\$5,850	\$6,640	\$8,630	\$9,710	\$10,840	\$11,400	\$11,860	\$12,280	\$12,280	\$13,400	\$15,130	\$19,570	\$20,830	\$22,150	\$11,376,850
BU	BASIN	\$490	\$560	\$700	\$840	\$980	\$1,050	\$1,100	\$1,160	\$1,160	\$1,290	\$1,570	\$2,290	\$2,450	\$2,630	\$2,203,460
	PIPE	\$1,500	\$1,690	\$2,250	\$2,440	\$2,650	\$2,760	\$2,850	\$2,920	\$2,920	\$3,130	\$3,340	\$3,880	\$4,100	\$4,330	\$3,944,610
	TOTAL	\$1,990	\$2,250	\$2,950	\$3,280	\$3,630	\$3,810	\$3,950	\$4,080	\$4,080	\$4,420	\$4,910	\$6,170	\$6,550	\$6,960	\$6,148,070
BV	BASIN	\$750	\$850	\$1,070	\$1,280	\$1,490	\$1,600	\$1,680	\$1,760	\$1,760	\$1,970	\$2,400	\$3,490	\$3,730	\$4,000	\$999,921
	PIPE	\$2,440	\$2,760	\$3,670	\$3,980	\$4,330	\$4,500	\$4,640	\$4,760	\$4,760	\$5,110	\$5,450	\$6,330	\$6,700	\$7,060	\$2,807,417
	TOTAL	\$3,190	\$3,610	\$4,740	\$5,260	\$5,820	\$6,100	\$6,320	\$6,520	\$6,520	\$7,080	\$7,850	\$9,820	\$10,430	\$11,060	\$3,807,338
BW	BASIN	\$970	\$1,110	\$1,390	\$1,660	\$1,940	\$2,080	\$2,190	\$2,300	\$2,300	\$2,570	\$3,120	\$4,540	\$4,860	\$5,210	\$1,211,930
	PIPE	\$1,090	\$1,240	\$1,640	\$1,780	\$1,940	\$2,010	\$2,080	\$2,130	\$2,130	\$2,290	\$2,440	\$2,830	\$3,000	\$3,160	\$1,082,900
	TOTAL	\$2,060	\$2,350	\$3,030	\$3,440	\$3,880	\$4,090	\$4,270	\$4,430	\$4,430	\$4,860	\$5,560	\$7,370	\$7,860	\$8,370	\$2,294,830
BX	BASIN	\$2,130	\$2,130	\$2,670	\$3,200	\$3,740	\$4,000	\$4,210	\$4,410	\$4,410	\$4,930	\$6,000	\$8,730	\$9,350	\$10,020	\$7,690,715
	PIPE	\$2,660	\$2,660	\$3,530	\$3,840	\$4,160	\$4,330	\$4,470	\$4,590	\$4,590	\$4,920	\$5,250	\$6,090	\$6,450	\$6,800	\$8,068,477
	TOTAL	\$4,790	\$4,790	\$6,200	\$7,040	\$7,900	\$8,330	\$8,680	\$9,000	\$9,000	\$9,850	\$11,250	\$14,820	\$15,800	\$16,820	\$15,759,192
*Note: A surcharge fee is in effect per Board Resolution Nos. 2017-864 & 2018-908.																
BY1	BASIN	\$1,100	\$1,250	\$1,570	\$1,880	\$2,200	\$2,350	\$2,470	\$2,590	\$2,590	\$2,900	\$3,530	\$5,130	\$5,490	\$5,890	\$3,021,610
	PIPE	\$650	\$730	\$970	\$1,060	\$1,150	\$1,200	\$1,230	\$1,270	\$1,270	\$1,360	\$1,780	\$1,680	\$1,780	\$1,880	\$1,758,380
	TOTAL	\$1,750	\$1,980	\$2,540	\$2,940	\$3,350	\$3,550	\$3,700	\$3,860	\$3,860	\$4,260	\$4,980	\$6,810	\$7,270	\$7,770	\$4,779,990
BY2	BASIN	\$1,710	\$1,950	\$2,440	\$2,920	\$3,410	\$3,650	\$3,840	\$4,030	\$4,030	\$4,510	\$5,480	\$7,970	\$8,530	\$9,150	\$4,042,880
	PIPE	\$4,730	\$5,340	\$7,090	\$7,710	\$8,370	\$8,700	\$8,990	\$9,220	\$9,220	\$9,880	\$10,550	\$12,250	\$12,960	\$13,670	\$9,352,320
	TOTAL	\$6,440	\$7,290	\$9,530	\$10,630	\$11,780	\$12,350	\$12,830	\$13,250	\$13,250	\$14,390	\$16,030	\$20,220	\$21,490	\$22,820	\$13,395,200
BZ	BASIN	\$2,720	\$3,100	\$3,890	\$4,650	\$5,440	\$5,820	\$6,120	\$6,420	\$6,420	\$7,180	\$8,730	\$12,710	\$13,600	\$14,580	\$3,456,380
	PIPE	\$1,910	\$2,150	\$2,860	\$3,110	\$3,370	\$3,510	\$3,620	\$3,720	\$3,720	\$3,980	\$4,250	\$4,940	\$5,220	\$5,510	\$2,056,520
	TOTAL	\$4,630	\$5,250	\$6,750	\$7,760	\$8,810	\$9,330	\$9,740	\$10,140	\$10,140	\$11,160	\$12,980	\$17,650	\$18,820	\$20,090	\$5,512,900
CD	BASIN	\$2,070	\$2,360	\$2,950	\$3,530	\$4,130	\$4,420	\$4,650	\$4,880	\$4,880	\$5,460	\$6,630	\$9,650	\$10,330	\$11,080	\$3,229,560
	PIPE	\$3,590	\$4,050	\$5,380	\$5,840	\$6,350	\$6,600	\$6,810	\$6,990	\$6,990	\$7,490	\$8,000	\$9,290	\$9,820	\$10,360	\$4,322,760
	TOTAL	\$5,660	\$6,410	\$8,330	\$9,370	\$10,480	\$11,020	\$11,460	\$11,870	\$11,870	\$12,950	\$14,630	\$18,940	\$20,150	\$21,440	\$7,552,320
CE	BASIN	\$980	\$1,110	\$1,400	\$1,670	\$1,950	\$2,090	\$2,200	\$2,300	\$2,300	\$2,580	\$3,130	\$4,560	\$4,880	\$5,230	\$2,886,180
	PIPE	\$4,600	\$5,200	\$6,900	\$7,500	\$8,140	\$8,460	\$8,740	\$8,970	\$8,970	\$9,610	\$11,910	\$12,600	\$13,290	\$13,290	\$7,544,760
	TOTAL	\$5,580	\$6,310	\$8,300	\$9,170	\$10,090	\$10,550	\$10,940	\$11,270	\$11,270	\$12,190	\$13,390	\$16,470	\$17,480	\$18,520	\$10,430,940
CF	BASIN	\$790	\$900	\$1,130	\$1,350	\$1,570	\$1,680	\$1,770	\$1,860	\$1,860	\$2,080	\$2,530	\$3,680	\$3,940	\$4,220	\$2,424,930
	PIPE	\$4,110	\$4,650	\$6,170	\$6,700	\$7,280	\$7,570	\$7,810	\$8,020	\$8,020	\$8,590	\$9,170	\$10,650	\$11,270	\$11,880	\$7,024,060
	TOTAL	\$4,900	\$5,550	\$7,300	\$8,050	\$8,850	\$9,250	\$9,580	\$9,880	\$9,880	\$10,670	\$11,700	\$14,330	\$15,210	\$16,100	\$9,448,990
CG	BASIN	\$2,410	\$2,740	\$3,440	\$4,120	\$4,810	\$5,150	\$5,420	\$5,680	\$5,680	\$6,360	\$7,730	\$11,240	\$12,040	\$12,900	\$4,544,580
	PIPE	\$3,860	\$4,360	\$5,790	\$6,290	\$6,840	\$7,110	\$7,340	\$7,530	\$7,530	\$8,070	\$8,610	\$10,000	\$10,580	\$11,160	\$6,093,370
	TOTAL	\$6,270	\$7,100	\$9,230	\$10,410	\$11,650	\$12,260	\$12,760	\$13,210	\$13,210	\$14,430	\$16,340	\$21,240	\$22,620	\$24,060	\$10,637,950

DRAINAGE FEE SCHEDULE FOR ZONE 1: PLANNED LOCAL DRAINAGE AREAS

Area		AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
CH	BASIN	\$1,730	\$1,970	\$2,470	\$2,950	\$3,450	\$3,690	\$3,880	\$4,070	\$4,070	\$4,550	\$5,540	\$8,060	\$8,630	\$9,250	\$3,346,250
	PIPE	\$4,830	\$5,460	\$7,250	\$7,870	\$8,550	\$8,890	\$9,180	\$9,420	\$9,420	\$10,100	\$10,770	\$12,510	\$13,240	\$13,960	\$7,867,220
	TOTAL	\$6,560	\$7,430	\$9,720	\$10,820	\$12,000	\$12,580	\$13,060	\$13,490	\$13,490	\$14,650	\$16,310	\$20,570	\$21,870	\$23,210	\$11,213,470
CI	BASIN	\$1,860	\$2,120	\$2,660	\$3,180	\$3,720	\$3,990	\$4,190	\$4,400	\$4,400	\$4,920	\$5,980	\$8,700	\$9,310	\$9,980	\$1,825,680
	PIPE	\$2,920	\$3,300	\$4,390	\$4,770	\$5,180	\$5,380	\$5,560	\$5,700	\$5,700	\$6,110	\$6,520	\$7,570	\$8,010	\$8,450	\$2,391,990
	TOTAL	\$4,780	\$5,420	\$7,050	\$7,950	\$8,900	\$9,370	\$9,750	\$10,100	\$10,100	\$11,030	\$12,500	\$16,270	\$17,320	\$18,430	\$4,217,670
CJ	BASIN	\$2,130	\$2,430	\$3,040	\$3,640	\$4,260	\$4,560	\$4,790	\$5,020	\$5,020	\$5,620	\$6,830	\$9,940	\$10,640	\$11,410	\$4,051,530
	PIPE	\$3,930	\$4,440	\$5,890	\$6,400	\$6,950	\$7,220	\$7,460	\$7,660	\$7,660	\$8,210	\$8,760	\$10,170	\$10,760	\$11,350	\$6,340,040
	TOTAL	\$6,060	\$6,870	\$8,930	\$10,040	\$11,210	\$11,780	\$12,250	\$12,680	\$12,680	\$13,830	\$15,590	\$20,110	\$21,400	\$22,760	\$10,391,570
CK	BASIN	\$1,930	\$2,200	\$2,760	\$3,300	\$3,860	\$4,130	\$4,350	\$4,560	\$4,560	\$5,100	\$6,200	\$9,020	\$9,660	\$10,350	\$3,002,380
	PIPE	\$3,780	\$4,280	\$5,680	\$6,170	\$6,700	\$6,960	\$7,190	\$7,380	\$7,380	\$7,910	\$8,440	\$9,800	\$10,370	\$10,940	\$4,980,470
	TOTAL	\$5,710	\$6,480	\$8,440	\$9,470	\$10,560	\$11,090	\$11,540	\$11,940	\$11,940	\$13,010	\$14,640	\$18,820	\$20,030	\$21,290	\$7,982,850
CL	BASIN	\$780	\$890	\$1,120	\$1,340	\$1,570	\$1,680	\$1,760	\$1,850	\$1,850	\$2,070	\$2,520	\$3,660	\$3,920	\$4,200	\$2,045,340
	PIPE	\$1,160	\$1,310	\$1,730	\$1,880	\$2,040	\$2,130	\$2,200	\$2,250	\$2,250	\$2,410	\$2,580	\$2,990	\$3,170	\$3,340	\$2,192,450
	TOTAL	\$1,940	\$2,200	\$2,850	\$3,220	\$3,610	\$3,810	\$3,960	\$4,100	\$4,100	\$4,480	\$5,100	\$6,650	\$7,090	\$7,540	\$4,237,790
CM	BASIN	\$330	\$380	\$480	\$570	\$670	\$710	\$750	\$790	\$790	\$880	\$1,070	\$1,560	\$1,670	\$1,790	\$872,130
	PIPE	\$730	\$820	\$1,090	\$1,180	\$1,290	\$1,340	\$1,380	\$1,420	\$1,420	\$1,520	\$1,620	\$1,880	\$1,990	\$2,100	\$1,243,890
	TOTAL	\$1,060	\$1,200	\$1,570	\$1,750	\$1,960	\$2,050	\$2,130	\$2,210	\$2,210	\$2,400	\$2,690	\$3,440	\$3,660	\$3,890	\$2,116,020
*Note: A surcharge fee is in effect per Board Resolution No.1228.																
CN	BASIN	\$190	\$220	\$280	\$330	\$390	\$410	\$430	\$460	\$460	\$510	\$620	\$900	\$960	\$1,030	\$636,150
	PIPE	\$880	\$990	\$1,320	\$1,430	\$1,550	\$1,620	\$1,670	\$1,710	\$1,710	\$1,840	\$1,960	\$2,270	\$2,410	\$2,540	\$1,808,510
	TOTAL	\$1,070	\$1,210	\$1,600	\$1,760	\$1,940	\$2,030	\$2,100	\$2,170	\$2,170	\$2,350	\$2,580	\$3,170	\$3,370	\$3,570	\$2,444,660
*Note: A surcharge fee is in effect per Board Resolution Nos. 1159, 1342, 1414, & 1422.																
CO1	BASIN	\$530	\$600	\$750	\$900	\$1,050	\$1,130	\$1,180	\$1,240	\$1,240	\$1,390	\$1,690	\$2,460	\$2,630	\$2,820	\$446,571
	PIPE	\$1,640	\$1,850	\$2,460	\$2,670	\$2,900	\$3,020	\$3,120	\$3,200	\$3,200	\$3,430	\$3,660	\$4,250	\$4,490	\$4,740	\$1,191,940
	TOTAL	\$2,170	\$2,450	\$3,210	\$3,570	\$3,950	\$4,150	\$4,300	\$4,440	\$4,440	\$4,820	\$5,350	\$6,710	\$7,120	\$7,560	\$1,638,511
CP	BASIN	\$3,090	\$3,520	\$4,420	\$5,290	\$6,180	\$6,620	\$6,960	\$7,300	\$7,300	\$8,160	\$9,930	\$14,440	\$15,460	\$16,570	\$2,400,070
	PIPE	\$4,550	\$5,140	\$6,830	\$7,420	\$8,060	\$8,370	\$8,650	\$8,880	\$8,880	\$9,510	\$10,150	\$11,790	\$12,470	\$13,150	\$2,807,330
	TOTAL	\$7,640	\$8,660	\$11,250	\$12,710	\$14,240	\$14,990	\$15,610	\$16,180	\$16,180	\$17,670	\$20,080	\$26,230	\$27,930	\$29,720	\$5,207,400
CQ	BASIN	\$2,440	\$2,780	\$3,490	\$4,170	\$4,880	\$5,220	\$5,490	\$5,760	\$5,760	\$6,440	\$7,830	\$11,400	\$12,200	\$13,080	\$2,593,170
	PIPE	\$3,470	\$3,930	\$5,210	\$5,660	\$6,150	\$6,390	\$6,600	\$6,770	\$6,770	\$7,260	\$7,750	\$9,000	\$9,520	\$10,040	\$2,767,540
	TOTAL	\$5,910	\$6,710	\$8,700	\$9,830	\$11,030	\$11,610	\$12,090	\$12,530	\$12,530	\$13,700	\$15,580	\$20,400	\$21,720	\$23,120	\$5,360,710
CS	BASIN	\$590	\$670	\$840	\$1,010	\$1,180	\$1,260	\$1,330	\$1,390	\$1,390	\$1,560	\$1,890	\$2,750	\$2,950	\$3,160	\$2,307,450
	PIPE	\$3,040	\$3,440	\$4,570	\$4,960	\$5,390	\$5,600	\$5,780	\$5,940	\$5,940	\$6,360	\$6,790	\$7,880	\$8,340	\$8,800	\$6,606,620
	TOTAL	\$3,630	\$4,110	\$5,410	\$5,970	\$6,570	\$6,860	\$7,110	\$7,330	\$7,330	\$7,920	\$8,680	\$10,630	\$11,290	\$11,960	\$8,914,070
CU	BASIN	\$1,550	\$1,760	\$2,210	\$2,640	\$3,090	\$3,310	\$3,480	\$3,650	\$3,650	\$4,080	\$4,960	\$7,220	\$7,730	\$8,290	\$2,276,270
	PIPE	\$2,580	\$2,910	\$3,870	\$4,200	\$4,560	\$4,740	\$4,900	\$5,020	\$5,020	\$5,390	\$5,750	\$6,670	\$7,060	\$7,450	\$2,104,050
	TOTAL	\$4,130	\$4,670	\$6,080	\$6,840	\$7,650	\$8,050	\$8,380	\$8,670	\$8,670	\$9,470	\$10,710	\$13,890	\$14,790	\$15,740	\$4,380,320
CV	BASIN	\$1,200	\$1,370	\$1,710	\$2,050	\$2,400	\$2,560	\$2,700	\$2,830	\$2,830	\$3,160	\$3,850	\$5,600	\$5,990	\$6,420	\$1,867,890
	PIPE	\$960	\$1,090	\$1,450	\$1,570	\$1,710	\$1,770	\$1,830	\$1,880	\$1,880	\$2,020	\$2,150	\$2,500	\$2,640	\$2,790	\$833,590
	TOTAL	\$2,160	\$2,460	\$3,160	\$3,620	\$4,110	\$4,330	\$4,530	\$4,530	\$4,710	\$4,710	\$5,180	\$6,000	\$8,100	\$8,630	\$2,701,480

DRAINAGE FEE SCHEDULE FOR ZONE 1: PLANNED LOCAL DRAINAGE AREAS

Area		AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
CW	BASIN	\$610	\$700	\$880	\$1,050	\$1,230	\$1,310	\$1,380	\$1,450	\$1,450	\$1,620	\$1,970	\$2,860	\$3,070	\$3,290	\$1,517,200
	PIPE	\$600	\$670	\$890	\$970	\$1,050	\$1,100	\$1,130	\$1,160	\$1,160	\$1,240	\$1,330	\$1,540	\$1,630	\$1,720	\$1,004,420
	TOTAL	\$1,210	\$1,370	\$1,770	\$2,020	\$2,280	\$2,410	\$2,510	\$2,610	\$2,610	\$2,860	\$3,300	\$4,400	\$4,700	\$5,010	\$2,521,620
CX	BASIN	\$750	\$850	\$1,070	\$1,280	\$1,500	\$1,600	\$1,690	\$1,770	\$1,770	\$1,980	\$2,400	\$3,500	\$3,750	\$4,020	\$1,327,077
	PIPE	\$1,190	\$1,350	\$1,790	\$1,940	\$2,110	\$2,190	\$2,260	\$2,320	\$2,320	\$2,490	\$2,660	\$3,090	\$3,270	\$3,440	\$1,744,171
	TOTAL	\$1,940	\$2,200	\$2,860	\$3,220	\$3,610	\$3,790	\$3,950	\$4,090	\$4,090	\$4,470	\$5,060	\$6,590	\$7,020	\$7,460	\$3,071,248
CY	BASIN	\$720	\$820	\$1,030	\$1,230	\$1,430	\$1,530	\$1,610	\$1,690	\$1,690	\$1,890	\$2,300	\$3,350	\$3,590	\$3,840	\$1,102,370
	PIPE	\$1,000	\$1,130	\$1,500	\$1,630	\$1,770	\$1,840	\$1,900	\$1,950	\$1,950	\$2,090	\$2,230	\$2,590	\$2,740	\$2,890	\$1,211,940
	TOTAL	\$1,720	\$1,950	\$2,530	\$2,860	\$3,200	\$3,370	\$3,510	\$3,640	\$3,640	\$3,980	\$4,530	\$5,940	\$6,330	\$6,730	\$2,314,310
CZ	BASIN	\$540	\$620	\$780	\$930	\$1,090	\$1,170	\$1,230	\$1,290	\$1,290	\$1,440	\$1,750	\$2,540	\$2,720	\$2,920	\$1,504,630
	PIPE	\$1,220	\$1,380	\$1,830	\$1,990	\$2,160	\$2,240	\$2,320	\$2,380	\$2,380	\$2,550	\$2,720	\$3,160	\$3,340	\$3,520	\$2,705,940
	TOTAL	\$1,760	\$2,000	\$2,610	\$2,920	\$3,250	\$3,410	\$3,550	\$3,670	\$3,670	\$3,990	\$4,470	\$5,700	\$6,060	\$6,440	\$4,210,570
DE	BASIN	\$1,450	\$1,650	\$2,070	\$2,480	\$2,900	\$3,100	\$3,260	\$3,420	\$3,420	\$3,830	\$4,650	\$6,770	\$7,250	\$7,770	\$2,849,390
	PIPE	\$2,110	\$2,380	\$3,160	\$3,440	\$3,730	\$3,880	\$4,010	\$4,110	\$4,110	\$4,410	\$4,700	\$5,460	\$5,780	\$6,090	\$3,307,950
	TOTAL	\$3,560	\$4,030	\$5,230	\$5,920	\$6,630	\$6,980	\$7,270	\$7,530	\$7,530	\$8,240	\$9,350	\$12,230	\$13,030	\$13,860	\$6,157,340
*Note: A surcharge fee is in effect per Board Resolution No. 2006-486.																
DF	BASIN	\$570	\$650	\$820	\$970	\$1,140	\$1,220	\$1,280	\$1,350	\$1,350	\$1,510	\$1,830	\$2,660	\$2,850	\$3,060	\$165,172
	PIPE	\$1,070	\$1,210	\$1,610	\$1,750	\$1,900	\$1,970	\$2,040	\$2,090	\$2,090	\$2,240	\$2,390	\$2,780	\$2,940	\$3,100	\$283,883
	TOTAL	\$1,640	\$1,860	\$2,430	\$2,720	\$3,040	\$3,190	\$3,320	\$3,440	\$3,440	\$3,750	\$4,220	\$5,440	\$5,790	\$6,160	\$449,055
DG	BASIN	\$720	\$830	\$1,040	\$1,240	\$1,450	\$1,550	\$1,630	\$1,710	\$1,710	\$1,910	\$2,320	\$3,380	\$3,620	\$3,880	\$447,419
	PIPE	\$1,260	\$1,430	\$1,900	\$2,060	\$2,240	\$2,320	\$2,400	\$2,460	\$2,460	\$2,640	\$2,820	\$3,270	\$3,460	\$3,650	\$720,114
	TOTAL	\$1,980	\$2,260	\$2,940	\$3,300	\$3,690	\$3,870	\$4,030	\$4,170	\$4,170	\$4,550	\$5,140	\$6,650	\$7,080	\$7,530	\$1,167,533
DH	BASIN	\$860	\$980	\$1,230	\$1,470	\$1,720	\$1,840	\$1,930	\$2,030	\$2,030	\$2,270	\$2,760	\$4,010	\$4,290	\$4,600	\$1,590,510
	PIPE	\$960	\$1,080	\$1,440	\$1,560	\$1,690	\$1,760	\$1,820	\$1,870	\$1,870	\$2,000	\$2,130	\$2,480	\$2,620	\$2,770	\$1,109,580
	TOTAL	\$1,820	\$2,060	\$2,670	\$3,030	\$3,410	\$3,600	\$3,750	\$3,900	\$3,900	\$4,270	\$4,890	\$6,490	\$6,910	\$7,370	\$2,700,090
DI	BASIN	\$460	\$520	\$650	\$780	\$920	\$980	\$1,030	\$1,080	\$1,080	\$1,210	\$1,470	\$2,140	\$2,290	\$2,450	\$219,705
	PIPE	\$750	\$850	\$1,120	\$1,220	\$1,330	\$1,380	\$1,420	\$1,460	\$1,460	\$1,570	\$1,670	\$1,940	\$2,050	\$2,170	\$326,191
	TOTAL	\$1,210	\$1,370	\$1,770	\$2,000	\$2,250	\$2,360	\$2,450	\$2,540	\$2,540	\$2,780	\$3,140	\$4,080	\$4,340	\$4,620	\$545,896
DK	BASIN	\$210	\$240	\$300	\$350	\$410	\$440	\$460	\$490	\$490	\$550	\$660	\$960	\$1,030	\$1,110	\$955,890
	PIPE	\$1,460	\$1,650	\$2,200	\$2,390	\$2,590	\$2,690	\$2,780	\$2,850	\$2,850	\$3,060	\$3,260	\$3,790	\$4,010	\$4,230	\$5,688,910
	TOTAL	\$1,670	\$1,890	\$2,500	\$2,740	\$3,000	\$3,130	\$3,240	\$3,340	\$3,340	\$3,610	\$3,920	\$4,750	\$5,040	\$5,340	\$6,644,800
DL	BASIN	\$2,470	\$2,810	\$3,530	\$4,220	\$4,930	\$5,280	\$5,550	\$5,820	\$5,820	\$6,510	\$7,920	\$11,520	\$12,330	\$13,220	\$2,887,900
	PIPE	\$3,160	\$3,570	\$4,740	\$5,150	\$5,590	\$5,810	\$6,000	\$6,160	\$6,160	\$6,600	\$7,040	\$8,180	\$8,650	\$9,130	\$2,601,760
	TOTAL	\$5,630	\$6,380	\$8,270	\$9,370	\$10,520	\$11,090	\$11,550	\$11,980	\$11,980	\$13,110	\$14,960	\$19,700	\$20,980	\$22,350	\$5,489,660
DM	BASIN	\$1,920	\$2,190	\$2,740	\$3,280	\$3,840	\$4,110	\$4,320	\$4,530	\$4,530	\$5,060	\$6,160	\$8,960	\$9,590	\$10,280	\$4,696,100
	PIPE	\$4,380	\$4,950	\$6,570	\$7,140	\$7,760	\$8,060	\$8,330	\$8,540	\$8,540	\$9,160	\$9,770	\$11,350	\$12,010	\$12,660	\$8,844,610
	TOTAL	\$6,300	\$7,140	\$9,310	\$10,420	\$11,600	\$12,170	\$12,650	\$13,070	\$13,070	\$14,220	\$15,930	\$20,310	\$21,600	\$22,940	\$13,540,710
DN	BASIN	\$2,250	\$2,560	\$3,210	\$3,840	\$4,490	\$4,810	\$5,060	\$5,300	\$5,300	\$5,930	\$7,210	\$10,490	\$11,230	\$12,040	\$4,950,190
	PIPE	\$3,620	\$4,090	\$5,430	\$5,900	\$6,400	\$6,660	\$6,870	\$7,060	\$7,060	\$7,560	\$8,070	\$9,370	\$9,910	\$10,460	\$6,772,860
	TOTAL	\$5,870	\$6,650	\$8,640	\$9,740	\$10,890	\$11,470	\$11,930	\$12,360	\$12,360	\$13,490	\$15,280	\$19,860	\$21,140	\$22,500	\$11,723,050
*Note: A surcharge fee is in effect per Board Resolution Nos. 2016-840 & 2018-908.																

DRAINAGE FEE SCHEDULE FOR ZONE 1: PLANNED LOCAL DRAINAGE AREAS

Area		AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
DO	BASIN	\$1,810	\$2,060	\$2,580	\$3,090	\$3,610	\$3,860	\$4,060	\$4,260	\$4,260	\$4,770	\$5,790	\$8,430	\$9,030	\$9,670	\$5,473,850
	PIPE	\$2,560	\$2,900	\$3,840	\$4,180	\$4,530	\$4,710	\$4,870	\$5,000	\$5,000	\$5,350	\$5,710	\$6,640	\$7,020	\$7,400	\$6,052,330
	TOTAL	\$4,370	\$4,960	\$6,420	\$7,270	\$8,140	\$8,570	\$8,930	\$9,260	\$9,260	\$10,120	\$11,500	\$15,070	\$16,050	\$17,070	\$11,526,180
*Note: A surcharge fee is in effect per Board Resolution Nos. 2007-522, 2014-806, 2018-887, & 2018-908.																
DP	BASIN	\$1,600	\$1,820	\$2,280	\$2,730	\$3,190	\$3,420	\$3,590	\$3,770	\$3,770	\$4,220	\$5,130	\$7,460	\$7,990	\$8,560	\$6,000,650
	PIPE	\$4,660	\$5,260	\$6,980	\$7,590	\$8,240	\$8,570	\$8,850	\$9,080	\$9,080	\$9,730	\$10,380	\$12,060	\$12,760	\$13,460	\$13,048,040
	TOTAL	\$6,260	\$7,080	\$9,260	\$10,320	\$11,430	\$11,990	\$12,440	\$12,850	\$12,850	\$13,950	\$15,510	\$19,520	\$20,750	\$22,020	\$19,048,690
DQ	BASIN	\$5,730	\$6,540	\$8,200	\$9,810	\$11,470	\$12,270	\$12,900	\$13,530	\$13,530	\$15,140	\$18,410	\$26,780	\$28,670	\$30,740	\$4,733,340
	PIPE	\$4,130	\$4,670	\$6,190	\$6,730	\$7,310	\$7,600	\$7,850	\$8,050	\$8,050	\$8,630	\$9,210	\$10,700	\$11,310	\$11,930	\$2,946,070
	TOTAL	\$9,860	\$11,210	\$14,390	\$16,540	\$18,780	\$19,870	\$20,750	\$21,580	\$21,580	\$23,770	\$27,620	\$37,480	\$39,980	\$42,670	\$7,679,410
DS	BASIN	\$2,330	\$2,660	\$3,340	\$3,990	\$4,670	\$4,990	\$5,250	\$5,510	\$5,510	\$6,160	\$7,490	\$10,900	\$11,670	\$12,510	\$10,206,640
	PIPE	\$4,080	\$4,610	\$6,110	\$6,640	\$7,210	\$7,500	\$7,740	\$7,950	\$7,950	\$8,520	\$9,090	\$10,560	\$11,170	\$11,780	\$14,401,790
	TOTAL	\$6,410	\$7,270	\$9,450	\$10,630	\$11,880	\$12,490	\$12,990	\$13,460	\$13,460	\$14,680	\$16,580	\$21,460	\$22,840	\$24,290	\$24,608,430
DV	BASIN	\$620	\$710	\$890	\$1,060	\$1,240	\$1,330	\$1,400	\$1,470	\$1,470	\$1,640	\$2,000	\$2,900	\$3,110	\$3,330	\$1,290,450
	PIPE	\$4,720	\$5,340	\$7,090	\$7,700	\$8,360	\$8,690	\$8,970	\$9,210	\$9,210	\$9,870	\$10,530	\$12,230	\$12,940	\$13,650	\$5,714,400
	TOTAL	\$5,340	\$6,050	\$7,980	\$8,760	\$9,600	\$10,020	\$10,370	\$10,680	\$10,680	\$11,510	\$12,530	\$15,130	\$16,050	\$16,980	\$7,004,850
EF	BASIN	\$1,410	\$1,610	\$2,020	\$2,420	\$2,820	\$3,020	\$3,180	\$3,330	\$3,330	\$3,730	\$4,530	\$6,600	\$7,060	\$7,570	\$2,845,170
	PIPE	\$870	\$870	\$1,160	\$1,260	\$1,360	\$1,420	\$1,460	\$1,500	\$1,500	\$1,610	\$1,720	\$2,000	\$2,110	\$2,230	\$1,222,380
	TOTAL	\$2,180	\$2,480	\$3,180	\$3,680	\$4,180	\$4,440	\$4,640	\$4,830	\$4,830	\$5,340	\$6,250	\$8,600	\$9,170	\$9,800	\$4,067,550
EG	BASIN	\$550	\$630	\$790	\$940	\$1,100	\$1,180	\$1,240	\$1,300	\$1,300	\$1,450	\$1,760	\$2,570	\$2,750	\$2,940	\$1,332,951
	PIPE	\$2,140	\$2,410	\$3,200	\$3,480	\$3,480	\$3,930	\$4,060	\$4,160	\$4,160	\$4,460	\$4,760	\$5,530	\$5,850	\$6,170	\$3,817,089
	TOTAL	\$2,690	\$3,040	\$3,990	\$4,420	\$4,580	\$5,110	\$5,300	\$5,460	\$5,460	\$5,910	\$6,520	\$8,100	\$8,600	\$9,110	\$5,150,040
EH	BASIN	\$1,060	\$1,210	\$1,520	\$1,810	\$2,120	\$2,270	\$2,380	\$2,500	\$2,500	\$2,800	\$3,400	\$4,950	\$5,300	\$5,680	\$3,283,480
	PIPE	\$2,740	\$3,100	\$4,110	\$4,470	\$4,850	\$5,040	\$5,210	\$5,350	\$5,350	\$5,730	\$6,110	\$7,100	\$7,510	\$7,920	\$5,378,100
	TOTAL	\$3,800	\$4,310	\$5,630	\$6,280	\$6,970	\$7,310	\$7,590	\$7,850	\$7,850	\$8,530	\$9,510	\$12,050	\$12,810	\$13,600	\$8,661,580
EI	BASIN	\$2,870	\$3,270	\$4,100	\$4,900	\$5,730	\$6,140	\$6,450	\$6,770	\$6,770	\$7,570	\$9,200	\$13,390	\$14,340	\$15,370	\$2,387,980
	PIPE	\$1,880	\$2,130	\$2,820	\$3,070	\$3,330	\$3,460	\$3,580	\$3,670	\$3,670	\$3,930	\$4,200	\$4,870	\$5,160	\$5,440	\$932,230
	TOTAL	\$4,750	\$5,400	\$6,920	\$7,970	\$9,060	\$9,600	\$10,030	\$10,440	\$10,440	\$11,500	\$13,400	\$18,260	\$19,500	\$20,810	\$3,320,210
EJ	BASIN	\$3,350	\$3,820	\$4,800	\$5,730	\$6,710	\$7,180	\$7,550	\$7,910	\$7,910	\$8,850	\$10,760	\$15,660	\$16,770	\$17,970	\$3,415,620
	PIPE	\$3,480	\$3,930	\$5,220	\$5,670	\$6,150	\$6,400	\$6,610	\$6,780	\$6,780	\$7,270	\$7,750	\$9,010	\$9,530	\$10,050	\$3,058,550
	TOTAL	\$6,830	\$7,750	\$10,020	\$11,400	\$12,860	\$13,580	\$14,160	\$14,690	\$14,690	\$16,120	\$18,510	\$24,670	\$26,300	\$28,020	\$6,474,170
EK	BASIN	\$400	\$450	\$570	\$680	\$800	\$850	\$890	\$940	\$940	\$1,050	\$1,280	\$1,860	\$1,990	\$2,130	\$632,917
	PIPE	\$1,780	\$2,010	\$2,670	\$2,900	\$3,150	\$3,280	\$3,380	\$3,470	\$3,470	\$3,720	\$3,970	\$4,610	\$4,880	\$5,150	\$2,364,726
	TOTAL	\$2,180	\$2,460	\$3,240	\$3,580	\$3,950	\$4,130	\$4,270	\$4,410	\$4,410	\$4,770	\$5,250	\$6,470	\$6,870	\$7,280	\$2,997,643
EL	BASIN	\$1,920	\$2,180	\$2,740	\$3,280	\$3,830	\$4,100	\$4,310	\$4,520	\$4,520	\$5,060	\$6,150	\$8,940	\$9,580	\$10,270	\$924,060
	PIPE	\$1,490	\$1,680	\$2,230	\$2,430	\$2,640	\$2,740	\$2,830	\$2,900	\$2,900	\$3,110	\$3,320	\$3,860	\$4,080	\$4,300	\$398,470
	TOTAL	\$3,410	\$3,860	\$4,970	\$5,710	\$6,470	\$6,840	\$7,140	\$7,420	\$7,420	\$8,170	\$9,470	\$12,800	\$13,660	\$14,570	\$1,322,530
EM	BASIN	\$1,740	\$1,990	\$2,490	\$2,980	\$3,490	\$3,730	\$3,920	\$4,110	\$4,110	\$4,600	\$5,600	\$8,140	\$8,720	\$9,340	\$2,275,530
	PIPE	\$2,790	\$3,150	\$4,190	\$4,550	\$4,940	\$5,140	\$5,300	\$5,440	\$5,440	\$5,830	\$6,220	\$7,230	\$7,650	\$8,070	\$2,799,760
	TOTAL	\$4,530	\$5,140	\$6,680	\$7,530	\$8,430	\$8,870	\$9,220	\$9,550	\$9,550	\$10,430	\$11,820	\$15,370	\$16,370	\$17,410	\$5,075,290

DRAINAGE FEE SCHEDULE FOR ZONE 1: PLANNED LOCAL DRAINAGE AREAS

Area		AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
EN	BASIN	\$1,430	\$1,630	\$2,050	\$2,450	\$2,870	\$3,070	\$3,230	\$3,380	\$3,380	\$3,790	\$4,600	\$6,700	\$7,170	\$7,690	\$2,853,460
	PIPE	\$4,570	\$5,160	\$6,850	\$7,440	\$8,080	\$8,400	\$8,680	\$8,910	\$8,910	\$9,540	\$10,180	\$11,830	\$12,510	\$13,200	\$6,250,370
	TOTAL	\$6,000	\$6,790	\$8,900	\$9,890	\$10,950	\$11,470	\$11,910	\$12,290	\$12,290	\$13,330	\$14,780	\$18,530	\$19,680	\$20,890	\$9,103,830
EO	BASIN	\$2,620	\$2,980	\$3,740	\$4,470	\$5,230	\$5,600	\$5,880	\$6,170	\$6,170	\$6,900	\$8,390	\$12,210	\$13,080	\$14,020	\$4,350,710
	PIPE	\$2,190	\$2,480	\$3,290	\$3,580	\$4,040	\$4,040	\$4,170	\$4,280	\$4,280	\$4,590	\$4,890	\$5,680	\$6,010	\$6,340	\$3,038,270
	TOTAL	\$4,810	\$5,460	\$7,030	\$8,050	\$9,110	\$9,640	\$10,050	\$10,450	\$10,450	\$11,490	\$13,280	\$17,890	\$19,090	\$20,360	\$7,388,980
NN	BASIN	\$1,450	\$1,650	\$2,070	\$2,480	\$2,900	\$3,100	\$3,260	\$3,420	\$3,420	\$3,830	\$4,660	\$6,770	\$7,250	\$7,770	\$3,641,610
	PIPE	\$2,950	\$3,330	\$4,420	\$4,800	\$5,220	\$5,420	\$5,600	\$5,750	\$5,750	\$6,160	\$6,570	\$7,630	\$8,070	\$8,520	\$5,740,880
	TOTAL	\$4,400	\$4,980	\$6,490	\$7,280	\$8,120	\$8,520	\$8,860	\$9,170	\$9,170	\$9,990	\$11,230	\$14,400	\$15,320	\$16,290	\$9,382,490
1G	BASIN	\$1,330	\$1,330	\$1,670	\$1,990	\$2,330	\$2,500	\$2,620	\$2,750	\$2,750	\$3,080	\$3,740	\$5,450	\$5,830	\$6,250	\$1,660,870
	PIPE	\$1,380	\$1,380	\$1,830	\$1,980	\$2,150	\$2,240	\$2,310	\$2,370	\$2,370	\$2,540	\$2,710	\$3,150	\$3,330	\$3,520	\$1,541,159
	TOTAL	\$2,710	\$2,710	\$3,500	\$3,970	\$4,480	\$4,740	\$4,930	\$5,120	\$5,120	\$5,620	\$6,450	\$8,600	\$9,160	\$9,770	\$3,202,029
3G	BASIN	\$2,130	\$2,430	\$3,050	\$3,650	\$4,270	\$4,560	\$4,800	\$5,030	\$5,030	\$5,630	\$6,850	\$9,960	\$10,670	\$11,430	\$4,649,160
	PIPE	\$2,260	\$2,560	\$3,390	\$3,690	\$4,010	\$4,160	\$4,300	\$4,410	\$4,410	\$4,730	\$5,050	\$5,860	\$6,200	\$6,540	\$4,154,740
	TOTAL	\$4,390	\$4,990	\$6,440	\$7,340	\$8,280	\$8,720	\$9,100	\$9,440	\$9,440	\$10,360	\$11,900	\$15,820	\$16,870	\$17,970	\$8,803,900
7C	BASIN	\$1,810	\$1,810	\$2,260	\$2,710	\$3,170	\$3,390	\$3,560	\$3,740	\$3,740	\$4,180	\$5,080	\$7,400	\$7,920	\$8,490	\$3,220,892
	PIPE	\$1,820	\$1,820	\$2,410	\$2,620	\$2,850	\$2,960	\$3,060	\$3,140	\$3,140	\$3,360	\$3,590	\$4,170	\$4,410	\$4,650	\$2,323,081
	TOTAL	\$3,630	\$3,630	\$4,670	\$5,330	\$6,020	\$6,350	\$6,620	\$6,880	\$6,880	\$7,540	\$8,670	\$11,570	\$12,330	\$13,140	\$5,543,973
7D	BASIN	\$2,020	\$2,310	\$2,890	\$3,460	\$4,050	\$4,330	\$4,550	\$4,770	\$4,770	\$5,340	\$6,490	\$9,450	\$10,120	\$10,840	\$3,547,180
	PIPE	\$1,760	\$1,990	\$2,640	\$2,870	\$3,110	\$3,230	\$3,340	\$3,430	\$3,430	\$3,670	\$3,920	\$4,550	\$4,820	\$5,080	\$2,133,030
	TOTAL	\$3,780	\$4,300	\$5,530	\$6,330	\$7,160	\$7,560	\$7,890	\$8,200	\$8,200	\$9,010	\$10,410	\$14,000	\$14,940	\$15,920	\$5,680,210
*Note: A surcharge fee is in effect per Board Resolution Nos. 2005-480 & 2018-908.																
7H	BASIN	\$1,960	\$2,230	\$2,800	\$3,350	\$3,920	\$4,190	\$4,410	\$4,620	\$4,620	\$5,170	\$6,290	\$9,140	\$9,790	\$10,500	\$4,439,590
	PIPE	\$3,340	\$3,770	\$5,010	\$5,440	\$5,910	\$6,140	\$6,340	\$6,510	\$6,510	\$6,980	\$7,450	\$8,650	\$9,150	\$9,650	\$5,361,680
	TOTAL	\$5,300	\$6,000	\$7,810	\$8,790	\$9,830	\$10,330	\$10,750	\$11,130	\$11,130	\$12,150	\$13,740	\$17,790	\$18,940	\$20,150	\$9,801,270
*Note: A surcharge fee is in effect per Board Resolution Nos. 2005-480 & 2018-908.																

DRAINAGE FEE SCHEDULE FOR ZONE 2: PLANNED LOCAL DRAINAGE AREAS

Area	AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost	
Zone 2	BASIN	\$690	\$790	\$990	\$1,180	\$1,380	\$1,480	\$1,560	\$1,630	\$1,630	\$1,820	\$2,220	\$3,230	\$3,460	\$3,710	\$77,852,800
	PIPE	\$1,510	\$1,700	\$2,260	\$2,450	\$2,670	\$2,770	\$2,860	\$2,940	\$2,940	\$3,150	\$3,360	\$3,900	\$4,130	\$4,350	\$118,992,778
	TOTAL	\$2,200	\$2,490	\$3,250	\$3,630	\$4,050	\$4,250	\$4,420	\$4,570	\$4,570	\$4,970	\$5,580	\$7,130	\$7,590	\$8,060	\$196,845,578

Planned Local Drinage Areas: Zone 2

Area	Basin Cost	Pipe Cost	Total	Area	Basin Cost	Pipe Cost	Total	Area	Basin Cost	Pipe Cost	Total
A	\$2,115,039	\$1,176,742	\$3,291,781	X	\$1,663,590	\$449,059	\$2,112,649	OO	\$1,990,459	\$733,796	\$2,724,255
B	\$982,476	\$142,170	\$1,124,646	Y	\$1,110,907	\$2,340,469	\$3,451,376	PP	\$1,546,641	\$1,197,403	\$2,744,044
C	\$479,953	\$319,598	\$799,551	Z	\$1,121,879	\$2,528,057	\$3,649,936 **	RR	\$4,924,787	\$17,881,627	\$22,806,414
D	\$801,395	\$694,153	\$1,495,548	AA	\$975,129	\$1,216,014	\$2,191,143	SS	\$2,144,604	\$2,462,601	\$4,607,205
E	\$747,392	\$228,063	\$975,455	BB	\$487,097	\$822,774	\$1,309,871	TT	\$1,725,718	\$1,471,644	\$3,197,362
F	\$272,523	\$302,016	\$574,539	CC	\$507,945	\$2,085,646	\$2,593,591	UU1	\$474,282	\$839,836	\$1,314,118
G	\$1,141,796	\$157,007	\$1,298,803	CO2	\$892,058	\$1,424,260	\$2,316,318	UU2	\$1,428,043	\$1,679,734	\$3,107,777
H	\$99,858	\$214,682	\$314,540	DD	\$1,777,501	\$7,534,040	\$9,311,541	UU3	\$2,896,477	\$7,649,841	\$10,546,318
I	\$227,828	\$254,359	\$482,187	EE	\$754,118	\$3,359,568	\$4,113,686	VV	\$34,124	\$119,582	\$153,706
J	\$1,607,051	\$363,932	\$1,970,983	FF	\$1,433,799	\$9,504,365	\$10,938,164	WW	\$18,653	\$360,044	\$378,697
K	\$940,821	\$679,595	\$1,620,416	GG	\$2,197,419	\$1,433,282	\$3,630,701	XX	\$1,025,092	\$2,137,935	\$3,163,027
L	\$612,126	\$494,850	\$1,106,976	HH	\$3,880,968	\$4,637,767	\$8,518,735	ZZ	\$2,393,074	\$2,464,517	\$4,857,591
M	\$956,274	\$259,796	\$1,216,070	II1	\$4,376,073	\$16,061,253	\$20,437,326				
N	\$442,506	\$438,844	\$881,350	II2	\$7,473,441	\$1,246,344	\$8,719,785				
O	\$986,910	\$193,195	\$1,180,105	II3	\$1,613,516	\$1,396,272	\$3,009,788				
P	\$782,978	\$277,552	\$1,060,530	II4	\$2,027,812	\$1,106,558	\$3,134,370				
T	\$1,678,162	\$2,041,538	\$3,719,700	JJ	\$1,804,555	\$3,837,976	\$5,642,531				
U	\$1,290,030	\$660,770	\$1,950,800	KK	\$1,748,254	\$1,505,801	\$3,254,055				
V	\$648,023	\$1,726,395	\$2,374,418	LL	\$2,007,525	\$2,906,695	\$4,914,220				
W	\$2,028,830	\$3,015,465	\$5,044,295 *	MM	\$555,289	\$957,296	\$1,512,585				

W * Note: A surcharge fee is in effect per Board Resolution No. 885-BPBR.

Z ** Note: A surcharge fee is in effect per Board Resolution Nos. 1227, 1265, 1268, 1386.

DRAINAGE FEE SCHEDULE FOR ZONE 3: PLANNED LOCAL DRAINAGE AREAS

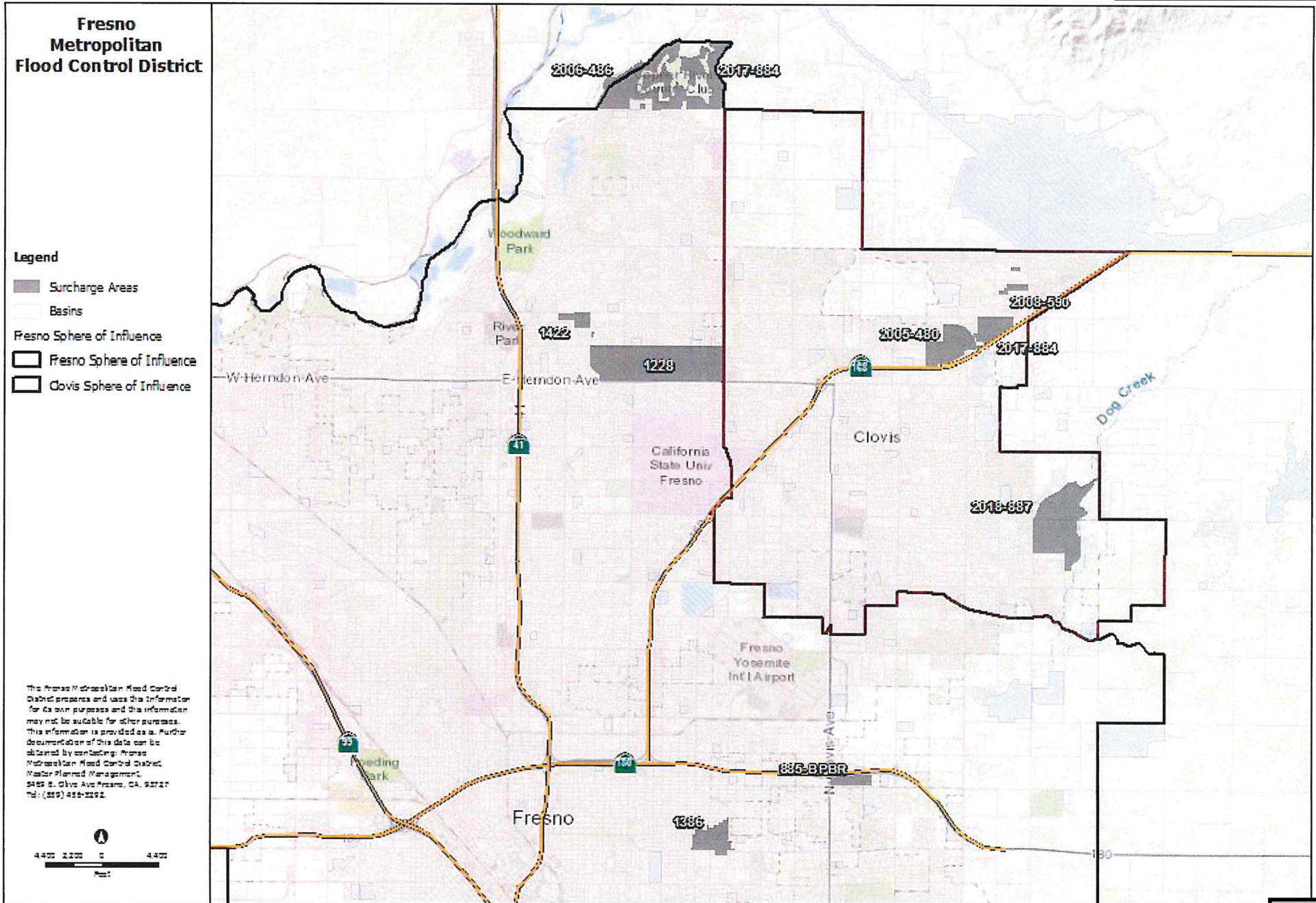
Area	AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
Zone 3															
BASIN	\$1,270	\$1,450	\$1,810	\$2,170	\$2,540	\$2,720	\$2,860	\$3,000	\$3,000	\$3,350	\$4,070	\$5,930	\$6,350	\$6,800	\$23,429,460
PIPE	\$1,470	\$1,660	\$2,200	\$2,390	\$2,600	\$2,700	\$2,790	\$2,860	\$2,860	\$3,070	\$3,270	\$3,800	\$4,020	\$4,240	\$19,375,810
TOTAL	\$2,740	\$3,110	\$4,010	\$4,560	\$5,140	\$5,420	\$5,650	\$5,860	\$5,860	\$6,420	\$7,340	\$9,730	\$10,370	\$11,040	\$42,805,270

Planned Local Drainage Areas: Zone 3

Area	Basin Cost	Pipe Cost	Total
Q	\$293,655	\$427,641	\$721,296
S	\$931,088	\$2,124,469	\$3,055,557
1E	\$1,689,187	\$925,282	\$2,614,469
2D	\$618,300	\$1,117,604	\$1,735,904
3A	\$845,790	\$783,260	\$1,629,050
3D	\$1,181,858	\$1,043,289	\$2,225,147
3F	\$862,762	\$1,224,098	\$2,086,860
4B	\$961,583	\$826,244	\$1,787,827
4C	\$1,001,364	\$2,423,300	\$3,424,664
4D	\$3,321,389	\$873,053	\$4,194,442
4E	\$2,420,366	\$2,116,810	\$4,537,176
5B/5C	\$3,311,968	\$2,165,483	\$5,477,451
5F	\$1,274,564	\$1,550,385	\$2,824,949
6D	\$1,303,823	\$1,607,529	\$2,911,352

DRAINAGE FEE SCHEDULE FOR SURCHARGE AREAS: PLANNED LOCAL DRAINAGE AREAS

Area	AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	
W	TOTAL	-	-	-	-	-	-	-	-	-	-	-	\$11,075	-	-
	*Note: A surcharge fee is in effect per Board Resolution No. 885-BPBR.														
Z	TOTAL	-	-	-	-	-	-	-	\$1,970	\$2,110	\$2,250	\$2,615	\$5,380	\$2,915	
	*Note: A surcharge fee is in effect per Board Resolution Nos. 1227, 1265, 1268, 1386.														
BX	TOTAL	-	-	-	-	-	-	-	-	-	-	-	\$9,140	-	
	*Note: A surcharge fee is in effect per Board Resolution Nos. 2017-864 & 2018-908.														
CM	TOTAL	\$90	\$105	\$135	\$145	\$160	\$165	\$165	\$175	\$185	\$200	\$235	\$485	\$260	
	*Note: A surcharge fee is in effect per Board Resolution No.1228.														
CN	TOTAL	-	-	-	-	-	-	-	\$2,200	\$2,395	\$2,695	\$3,465	\$3,690	\$3,925	
	*Note: A surcharge fee is in effect per Board Resolution Nos. 1159, 1342, 1414, & 1422.														
DE	TOTAL	-	-	-	-	\$790	\$790	\$790	\$840	\$900	-	\$1,120	\$1,250	\$1,250	
	*Note: A surcharge fee is in effect per Board Resolution No. 2006-486.														
DN	TOTAL	-	-	-	-	\$10,510	\$10,850	\$11,140	\$11,140	-	-	-	-	\$16,510	
	*Note: A surcharge fee is in effect per Board Resolution Nos. 2016-840 & 2018-908.														
DO	TOTAL	-	-	-	-	-	-	\$3,680	\$3,680	\$3,950	\$3,950	-	\$5,170	\$5,460	
	*Note: A surcharge fee is in effect per Board Resolution Nos. 2007-522, 2014-806, 2018-887, & 2018-908.														
7D	TOTAL	-	-	-	-	-	-	-	-	-	-	-	\$3,651	-	
	*Note: A surcharge fee is in effect per Board Resolution Nos. 2005-480 & 2018-908.														
7H	TOTAL	-	-	-	-	-	-	-	-	-	-	-	\$3,651	-	
	*Note: A surcharge fee is in effect per Board Resolution Nos. 2005-480 & 2018-908.														



DRAINAGE FEES ZONES

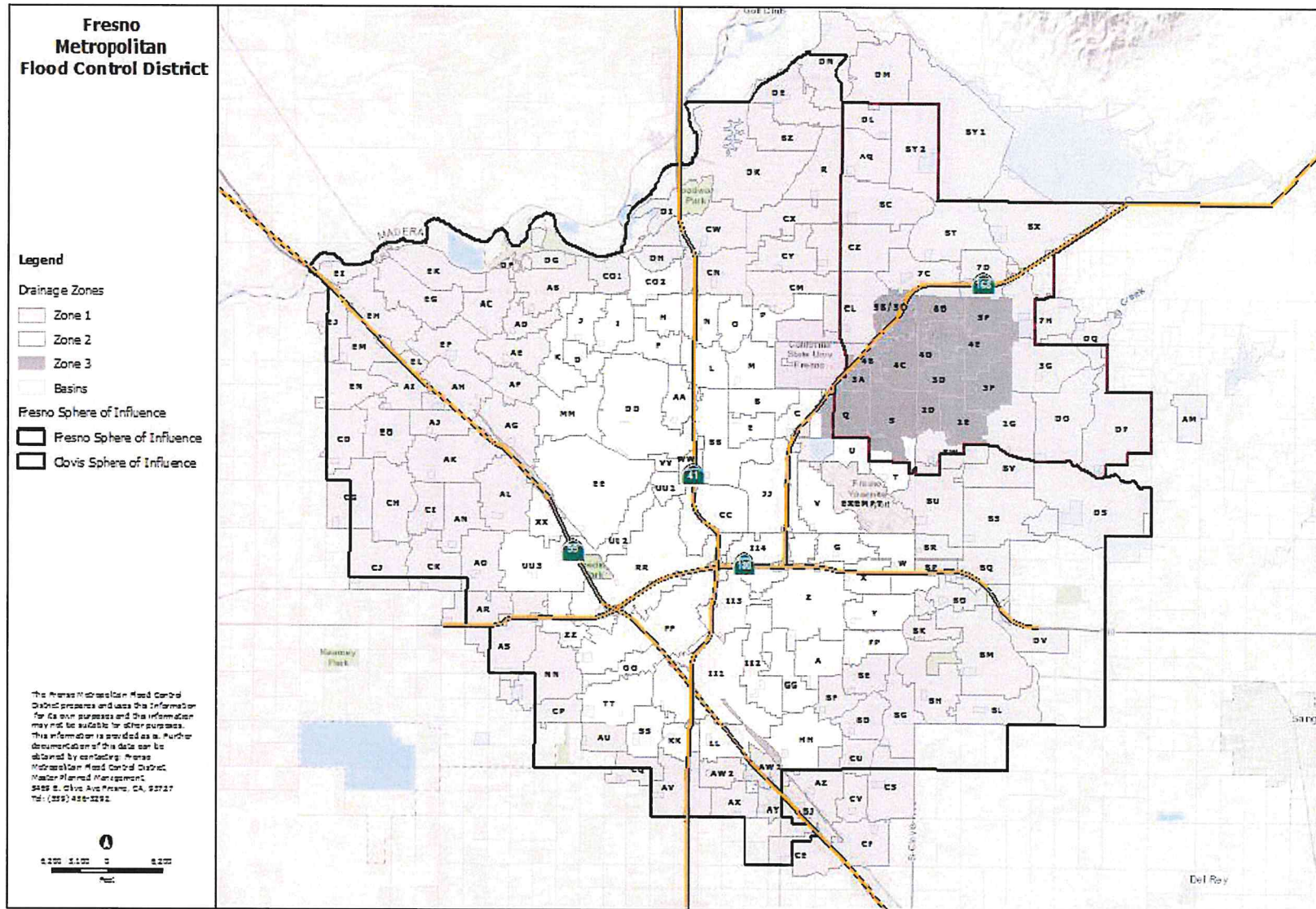


Exhibit No. 1

2020 Drainage Fee Amendments

AGENDA ITEM NO. 7.

	<u>Drainage Areas Within Zone 1 (Full Cost Areas)</u>	<u>Percent Change</u>	<u>Majority Zone Use</u>	<u>Comments</u>
1	“AB” (Marks and Sierra)	+4.26	R-1-40%	Unit Cost Update
2	“AD” (Valentine and Bullard)	+4.46	R-1-40%	Unit Cost Update
3	“AE” (Valentine and Barstow)	+5.71	R-1-40%	Unit Cost Update
4	“AF” (Valentine and Gettysburg)	+6.99	C-2	Unit Cost Update
5	“AG” (Valentine and Ashlan)	+1.38	M-1	Unit Cost Update
6	“AH” (Cornelia and Gettysburg)	+3.30	M-1	Unit Cost Update
7	“AI” (Blythe and Belmont)	+5.01	R-1-40%	Unit Cost Update, Zoning Changes
8	“AJ” (Polk and Ashlan)	+4.15	R-1-40%	Unit Cost Update
9	“AK” (Polk and Shields)	+3.71	R-1-40%	Unit Cost Update
10	“AL” (Brawley and Weldon)	+2.83	R-1-40%	Unit Cost Update
11	“AN” (Cornelia and Hedges)	+3.23	R-1-40%	Unit Cost Update
12	“AO” (Blythe and Belmont)	+4.07	R-1-40%	Unit Cost Update
13	“AQ” (Willow and Perrin)	+0.97	R-1-40%	Unit Cost Update
14	“AR” (Cornelia and Whites Bridge)	+6.22	M-1	Unit Cost Update
15	“AS” (Valentine and California)	+5.08	R-1-40%	Unit Cost Update
16	“AU” (West and Annadale)	+6.34	R-1-40%	Unit Cost Update
17	"AV" (Fig and Central)	+5.39	M-3	Unit Cost Update
18	"AW1" (Orange and North)	+2.84	M-3	Unit Cost Update
19	"AW2" (Cherry and North)	+1.68	M-3	Unit Cost Update
20	"AY" (Cedar and Central)	+4.51	M-3	Unit Cost Update
21	"AZ" (Chestnut and Muscat)	+3.01	M-3	Unit Cost Update
22	“BD” (Willow and Vine)	+3.61	M-1	Unit Cost Update
23	“BE” (Willow and Belgravia)	+6.64	R-1-40%	Unit Cost Update, Master Plan Update

2020 Drainage Fee Amendments

AGENDA ITEM NO. 7.

24	"BF" (Chestnut and Church)	+3.70	R-1 40%	Unit Cost Update
25	"BG" (Peach and Annadale)	+3.16	M-3	Unit Cost Update
26	"BH" (Clovis and Church)	+3.33	R-1 40%	Unit Cost Update
27	"BJ" (Maple and Golden State)	+4.58	M-3	Unit Cost Update
28	"BK" (Clovis and Montecito)	+3.09	C-5	Unit Cost Update
29	"BL" (Armstrong and Church)	+5.86	C-1	Unit Cost Update
30	"BM" (Fowler and Butler)	+1.80	R-1-40%	Unit Cost Update
31	"BP" (Sunnyside and Harvey)	+5.57	M-1	Unit Cost Update
32	"BQ" (Fowler and Belmont)	+5.03	M-1	Unit Cost Update, Drainage Area Boundary Change
33	"BR" (Clovis and Olive)	+5.61	M-1	Unit Cost Update
34	"BT" (Sunnyside and Nees)	+2.70	R-1-40%	Unit Cost Update
35	"BU" (Clovis and Clinton)	+4.58	M-1	Unit Cost Update
36	"BY ₁ " (Sunnyside and Behymer)(East)	+8.56	R-1-40%	Unit Cost Update
37	"BY ₂ " (Sunnyside and Behymer)(West)	+4.22	R-1-40%	Unit Cost Update
38	"BZ" (Cedar and Copper)	+1.63	R-1-40%	Unit Cost Update
39	"CD" (Garfield and Dakota)	+6.68	R-1-40%	Unit Cost Update
40	"CE" (Maple and American)	+15.50	M-3	Unit Cost Update
41	"CF" (Peach and Central)	+3.99	M-3	Unit Cost Update
42	"CG" (Garfield and McKinley)	+5.78	R-1-40%	Unit Cost Update
43	"CH" (Bryan and McKinley)	+5.45	R-1-40%	Unit Cost Update
44	"CI" (Polk and Mckinley)	+2.40	R-1-40%	Unit Cost Update
45	"CJ" (Grantland and Belmont)	+5.94	R-1-40%	Unit Cost Update
46	"CK" (Polk and Belmont)	+1.19	R-1-40%	Unit Cost Update
47	"CL" (Willow and Sierra)	+2.42	R-1-40%	Unit Cost Update

2020 Drainage Fee Amendments

AGENDA ITEM NO. 7.

48	“CM” (Cedar and Herndon)	+0.99	R-1-40%	Unit Cost Update
49	“CP” (Marks and Jensen)	+6.31	R-1-40%	Unit Cost Update
50	"CS" (Minnewawa and North)	+4.22	M-1	Unit Cost Update
51	“CU” (Willow and North)	+6.19	M-1	Unit Cost Update
52	“CV” (Willow and Central)	+3.18	M-3	Unit Cost Update
53	“CW” (Fresno and Nees)	+2.99	R-1-40%	Unit Cost Update
54	“CY” (Cedar and Alluvial)	+2.74	R-1-40%	Unit Cost Update
55	“CZ” (Alluvial and Chestnut)	+5.90	R-1-40%	Unit Cost Update
56	"DE" (Cedar and Copper)	+1.16	R-1-40%	Unit Cost Update
57	"DK" (Friant and Champlain)	+1.95	R-1-40%	Unit Cost Update
58	"DL" (Minnewawa and International)	+7.67	R-1-40%	Unit Cost Update
59	“DM” (Peach and Copper)	+6.47	R-1-40%	Unit Cost Update, Zoning Change, Basin Design Update
60	“DO” (Locan and Ashlan)	+3.75	R-1-40%	Unit Cost Update
61	"DP" (Highland and Dakota)	+4.62	R-1-40%	Unit Cost Update
62	"DQ" (Leonard and Sierra)	+7.29	R-1-40%	Unit Cost Update
63	“DS” (Leonard and Clinton)	+10.14	R-1-40%	Unit Cost Update
64	"DV" (Temperance and Kings Canyon)	+4.43	C-1	Unit Cost Update
65	“EF” (Cornelia and Dante)	+4.23	R-1-40%	Unit Cost Update
66	“EI” (Weber and Spruce)	+5.86	M-1	Unit Cost Update
67	“EJ” (Garfield and Sample)	+5.11	R-1-40%	Unit Cost Update
68	"EM" (Grantland and Barstow)	+2.90	R-1-40%	Unit Cost Update
69	"EN" (Garfield and Shaw)	+6.60	R-1-40%	Unit Cost Update
70	"EO" (Bryan and Dakota)	+3.10	R-1-40%	Unit Cost Update
71	“NN” (Valentine and Church)	+10.51	R-1-40%	Unit Cost Update, Special Adjustment Update

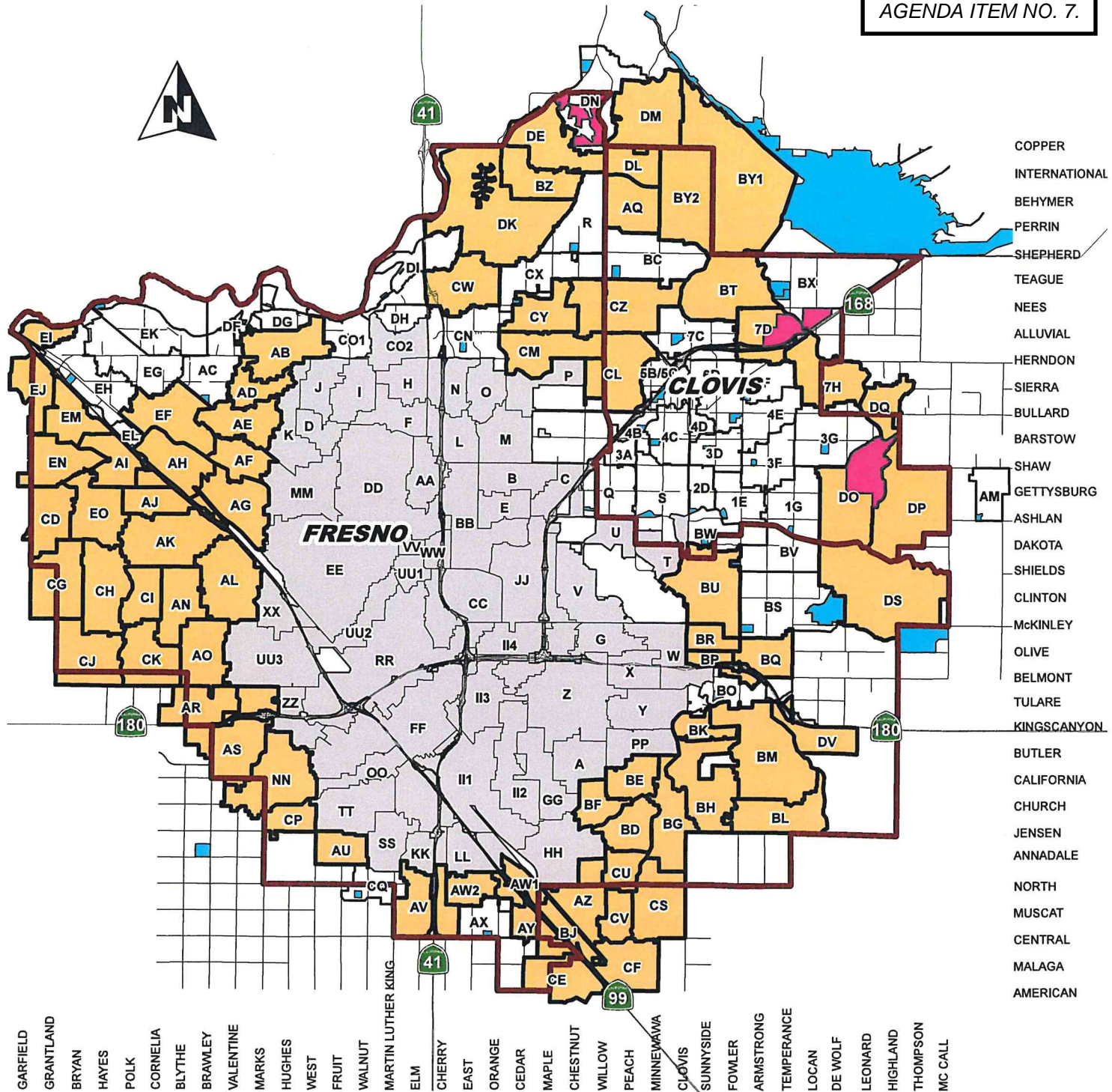
2020 Drainage Fee Amendments

AGENDA ITEM NO. 7.

72	"7D" (Fowler and FWY-168)	+7.54	R-1-40%	Unit Cost Update
73	"7H" (Temperance and Bullard)	+6.28	R-1-40%	Unit Cost Update, Special Adjustment Update
	<u>ZONE 2 AREAS</u>	+2.16	R-1-40%	Unit Cost Update

2020 Surcharge Fee Adjustments

	<u>Surcharge Areas</u>	<u>Percent Change</u>	<u>Majority Zone Use</u>	<u>Comments</u>
1	"DN" (Friant and Willow)	+29.12	R-1-40%	Unit Cost Update, Higher Completed Contract Cost
2	"DO" (Locan and Ashlan)	+3.95	R-1-40%	Unit Cost Update



- City Sphere Lines
- Surcharge Areas
- Zone 1, 2020 Drainage Fee Amendments
- Zone 2, 2020 Drainage Fee Amendments
- Drainage Areas

Exhibit No. 2
Page 5 of 5



FRESNO METROPOLITAN FLOOD CONTROL DISTRICT

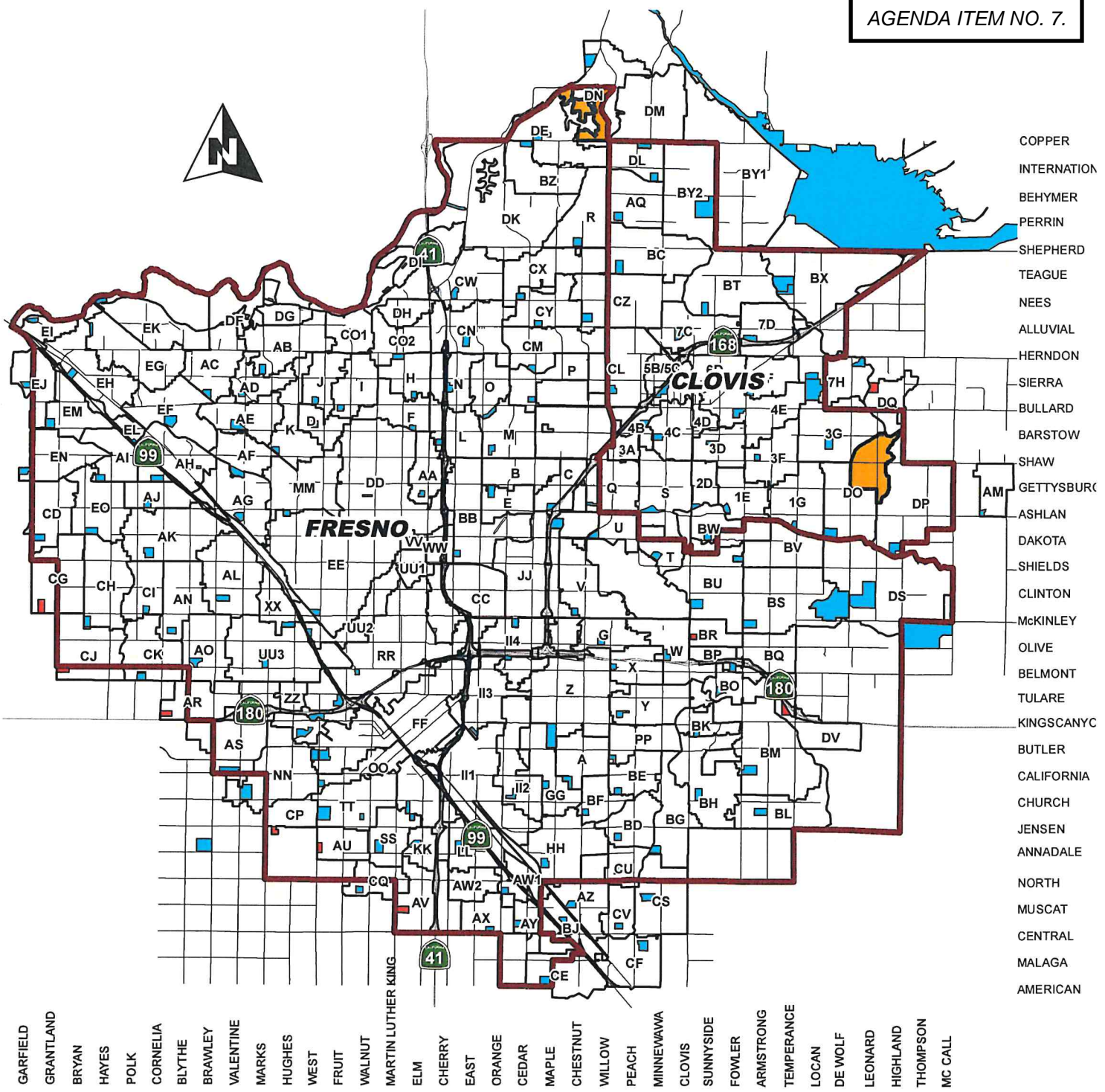
Surcharge Fee Summary Sheet
Drainage Areas "DN" and "DO"

"DN" (Copper River Ranch) 2020 Surcharge Rates

ZONING	ACREAGE	TOTAL
R1-40 %	118.2	\$ 10,510.00
R1-45 %	59.1	\$ 10,850.00
R1-50 %	59.1	\$ 11,140.00
R-2	46.6	\$ 11,140.00
C-1	9.3	\$ 16,510.00

"DO" (Southeast Urban Area) 2020 Surcharge Rates

ZONING	ACREAGE	TOTAL
OS	32.9	\$ -
R1-50 %	176.9	\$ 3,680.00
R-2, M-H	25.0	\$ 3,680.00
R-3, R-4	97.8	\$ 3,950.00
C-P, C-M, R-P	11.9	\$ 5,170.00
C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	115.1	\$ 5,460.00



- COPPER
- INTERNATION
- BEHYMER
- PERRIN
- SHEPHERD
- TEAGUE
- NEES
- ALLUVIAL
- HERNDON
- SIERRA
- BULLARD
- BARSTOW
- SHAW
- GETTYSBURC
- ASHLAN
- DAKOTA
- SHIELDS
- CLINTON
- McKINLEY
- OLIVE
- BELMONT
- TULARE
- KINGSCANYC
- BUTLER
- CALIFORNIA
- CHURCH
- JENSEN
- ANNADALE
- NORTH
- MUSCAT
- CENTRAL
- MALAGA
- AMERICAN

- GARFIELD
- GRANTLAND
- BRYAN
- HAYES
- POLK
- CORNELIA
- BLTYHE
- BRAWLEY
- VALENTINE
- MARKS
- HUGHES
- WEST
- FRUIT
- WALNUT
- MARTIN LUTHER KING
- ELM
- CHERRY
- EAST
- ORANGE
- CEDAR
- MAPLE
- CHESTNUT
- WILLOW
- PEACH
- MINNEWAWA
- CLOVIS
- SUNNYSIDE
- FOWLER
- ARMSTRONG
- TEMPERANCE
- LOCAN
- DE WOLF
- LEONARD
- HIGHLAND
- THOMPSON
- MC CALL

- Affected Surcharge Areas
- Drainage Areas
- City Sphere Lines

Exhibit No. 3
Page 2 of 2



FRESNO METROPOLITAN FLOOD CONTROL DISTRICT



Fresno Metropolitan Flood Control District
Capturing Stormwater since 1956

File 140.3143
210.81

December 19, 2019

Mr. Mike Harrison, City Engineer
City of Clovis
1033 Fifth Street
Clovis, CA 93612

Dear Mr. Harrison,

**Adoption of Resolution Confirming
Schedule of Drainage Costs and Fees**

The drainage ordinances of the District, Cities, and County are, as required by Section 66483 of the Government Code, predicated upon adoption of a Resolution, which identifies the actual (or estimated) cost of the planned drainage facilities. Because the development fees imposed pursuant to the Code Section are the same as these costs, the same Resolution serves as the Schedule of Fees.

On December 11, 2019, the Fresno Metropolitan Flood Control District conducted the prescribed noticed public hearing, in accordance with Government Code Section 6062a, and subsequently approved and adopted the subject schedule of costs. The District provides the required noticing of public hearing to effect the drainage fee update in accordance with law and has in the past suggested that the City may possibly rely on the District notice and hearing, in that they effect the same drainage fee cost schedule, or the City may wish to provide an additional ten (10) day noticing prior to action if it disagrees with this interpretation. No objection to the drainage fee update was presented at the District’s hearing.

The District strives to adopt the fees at the end of the year so they become effective beginning in March of each year in accordance with the Ordinance. Section 66017 of the Government Code requires a 60-day period before the rates take effect. Therefore, the drainage fees, with no changes in the rates, become effective on March 1, 2020 based on the District’s adoption of the Resolution on December 11, 2019.

ATTACHMENT 2

k:\letters\drainage fee letters\clovis\2020 fee adoption ltr-city clovis.docx

Mr. Mike Harrison
Adoption of Resolution Confirming
Schedule of Drainage Costs and Fees
December 19, 2019
Page 2

It is requested that the attached Resolution identifying drainage costs and fees, as provided by the Drainage Fee Ordinance of the City of Clovis, be presented to the City of Clovis Council for adoption at the earliest possible date. To assist in expediting this matter, District staff has attached a Draft Resolution, the Storm Drainage and Flood Control Master Plan Map (Exhibit "A") and the 2020 Drainage Fee Schedule which should be included in Clovis' Resolution to Council. Also attached is the December 11, 2019 District Board Memorandum, which provides a discussion regarding the adoption of the 2020 Drainage Fee Schedule.

Your assistance is greatly appreciated. If additional information is needed, please contact us.

Very truly yours,



Debbie Campbell
Design Engineer

DC/lrl

Enclosure(s)

c: Luke Serpa, City of Clovis
Mike Prandini, Building Industry Association



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: February 3, 2020

SUBJECT: Planning and Development Services – Approval – Res. 20-____, Authorize the City Engineer to enter into an agreement with Yamabe and Horn for professional services. Amend the 2019-2020 Community Investment Program Budget for the Sewer Developer Account.

ATTACHMENTS: 1. Res. 20-____
2. Consultant Service Agreement

CONFLICT OF INTEREST

None

RECOMMENDATION

1. For the City Council to authorize the City Engineer to enter into an agreement with Yamabe and Horn for professional services.
2. For the City Council to approve a resolution amending the 2019-2020 Community Investment Program (CIP) and budget for the agreement.

EXECUTIVE SUMMARY

Staff is requesting approval to enter into a contract with Yamabe and Horn Engineering in the amount of \$125,000 to provide design services for investigative work and a utility alignment study and design as an implementation step for the utility master plans. The study and design is a prudent step in the implementation of the utility master plans.

BACKGROUND

The Master Plans for Sewer, Water, and Recycled Water identify several key facilities within Shepherd Avenue between Willow and DeWolf Avenues. In addition, there are storm drain, gas, communications, and other facilities existing or proposed in the corridor which will make this corridor, in particular, more congested with underground utilities than the norm. For the existing facilities, locations are known to vary along the corridor, making it difficult to impossible to plan for consistent pipeline alignments. In order to provide for appropriate

alignments and accommodate all utilities, it is good practice and is also cost effective to do investigative work and provide a design considering all elements in advance of development so that alignments are consistent and coordinated. With Lennar Homes currently doing work associated with their Tract 6200 on Shepherd between Clovis and Sunnyside, there is an immediate need to do the advance investigative work. Staff is proposing to utilize Lennar's project engineer, Yamabe and Horn, who has a head start on the Clovis to Sunnyside segment and needs the overall alignment scheme to complete their design. Attachment 2 is an agreement that includes the proposed scope of professional services. Staff requests Council to authorize the City Engineer to enter into the agreement with Yamabe and Horn for these services in order to accommodate their timeline and because the amount exceeds the limits of staff approval.

FISCAL IMPACT

The total contract for this work is \$125,000 and will require an amendment to the CIP budget. The revenue will be transferred from the General Plan Update Consultant Account to the Sewer Capital Projects - Developer Account in order to fund the services.

REASON FOR RECOMMENDATION

The agreement with Yamabe and Horn will provide a cost effective and timely design of key facilities within the Shepherd Avenue corridor.

ACTIONS FOLLOWING APPROVAL

1. The City Engineer will execute the agreement.
2. Funds will be appropriated and accounted for in the City of Clovis 2019-2020 Budget as specified in the attached budget amendment.

Prepared by: Sean K. Smith, Supervising Civil Engineer

Reviewed by: City Manager *SA*

RESOLUTION 20-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING AN AMENDMENT TO THE ANNUAL BUDGET FOR
FISCAL YEAR 2019-2020

WHEREAS, the City Council adopted the 2019-2020 Budget on June 10, 2019; and

WHEREAS, the City Council approved the expenditure of funds for the 2019-2020 Community Investment Program – Sewer Developer Budget; and

WHEREAS, the additional expenditures needed were not included in the 2019-2020 Community Investment Program – Sewer Developer Fund.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis City Council approves the budget amendment as shown in the “Summary of Expenditures by Fund”, “Summary of Revenues by Fund” attached as Attachment A:

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on February 3, 2020 by the following vote, to wit.

- NOES:
- ABSENT:
- ABSTAIN:

DATED:

Mayor

City Clerk

ATTACHMENT 1

ATTACHMENT A

SUMMARY OF EXPENDITURES BY FUND		
Fund		
	Sewer Capital Projects - Developer	\$125,000.00
	Total	\$125,000.00

SUMMARY OF REVENUES BY FUND		
Fund		
	Sewer Capital Projects - Developer	\$125,000.00
	Total	\$125,000.00

**CITY OF CLOVIS
CONSULTANT SERVICE AGREEMENT**

This Consultant Services Agreement ("Agreement") is entered into between the City of Clovis, a California general law city ("City") and the individual or entity identified below ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on the date signed by City, which shall occur after execution by Consultant ("Effective Date").

RECITALS

- A. City desires to obtain services for the preparation of a study/report and associated services ("Services") described in **Exhibit A**, and as further set forth in the proposal from Consultant attached as **Exhibit B** ("Proposal") and incorporated herein by reference. If there is a conflict between the terms of the Proposal and this Agreement, this Agreement shall control.

- B. Consultant is engaged in the business of furnishing the Services and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing 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.

- 2. Commencement of Services; Term of Agreement. Consultant shall commence the Services upon City's issuance of a written "Notice to Proceed" and shall continue with the Services until Consultant, as determined by City, has satisfactorily performed and completed the Services, or until such time as the Agreement is terminated by either party pursuant to Section 16 herein, whichever is earlier.

- 3. Payment for Services. City shall pay Consultant a sum not to exceed the total set forth in **Exhibit A** for the Services performed pursuant to this Agreement. Consultant shall submit monthly invoices to City containing detailed billing information regarding the Services provided and Unless otherwise specified in **Exhibit A**, City shall tender payment to Consultant within thirty (30) days after receipt of invoice.

- 4. Independent Contractor Status. Consultant and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of City. 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.

- 5. Standard of Care. Consultant expressly represents it is qualified in the field for which Services are being provided under this Agreement and that to the extent Consultant utilizes subcontractors, such subcontractors are, and will be, qualified in their fields. Consultant also expressly represents that both Consultant and its subcontractors, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Consultant and its subcontractors, if any, 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 and regulations.

6. 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.

7. 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.

8. Power to Act on Behalf of City. Consultant 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.

9. 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 and five (5) copies of all final reports prepared by Consultant under this Agreement.

10. Ownership and Inspection of Documents. All data, tests, reports, documents, 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 ("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 the City Manager. 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.

11. Confidentiality. All data, reports, conclusions, opinions, recommendations and other 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.

12. City Name and Logo. Consultant shall not use City's name or insignia, photographs relating to the

City projects 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 or other similar medium without the prior written consent of City.

13. Conflicts of Interest. Consultant warrants that neither Consultant nor any of its employees have an interest, present or contemplated, in the Services. 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.

14. 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.

15. City Right to Employ Other Consultants. This Agreement is non-exclusive with Consultant. City reserves the right to employ other consultants in connection with the Services.

16. Termination of Agreement. This Agreement shall terminate upon completion of the Services, or earlier pursuant to the following.

a. Termination by City: Without Cause. This Agreement may be terminated by City at its discretion upon seven (7) days prior written notice to Consultant.

b. Termination by City or Consultant: For Cause. Either party may terminate this Agreement upon fourteen (14) days prior written notice to the other party of a material breach, and a failure to cure within that time period.

c. Compensation to Consultant Upon Termination. In the event termination is not due to fault attributable to Consultant, and provided all other conditions for payment have been met, 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 in Section 3 herein. 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 receipt of a termination notice (or completion of this Agreement), Consultant shall: (i) promptly discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to the City, without additional compensation, all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process. Following the termination of this Agreement for any reason whatsoever, City shall have the right to utilize such information and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by Consultant. Consultant may not refuse to provide such writings or materials for any reason whatsoever.

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

18. 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, unless the injuries or damages are the result of City's sole negligence or willful misconduct.

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.

19. 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 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 license from City and pay the applicable annual business license fee to City during the term of this Agreement.

20. 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.

21. 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 a written acknowledgment of receipt by the other party. Service shall be deemed the date of written 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 seventy-two (72) hours after deposit.

22. Entire Agreement. This Agreement, including the 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.

23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.
29. 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.
30. 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 or some other dispute resolution procedure, unless the parties mutually agree otherwise. 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.

31. Non-Discrimination. Consultant shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Consultant employees or applicants for employment. Consultant shall ensure that any subcontractors are bound to this provision. A

protected class, includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

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

CONSULTANT
Yamabe & Horn Engineering, Inc.

CITY OF CLOVIS

By: _____
Brandon Broussard, PE, VP

By: _____

Date: _____

Date: _____

Party Identification and Contact Information:

Yamabe & Horn Engineering, Inc.
Attn: Brandon Broussard
2985 N Burl Ave, #101
Fresno, CA 93727
bbroussard@yhmail.com

City:
Name
Address
Telephone
Email

ATTEST

_____, City Clerk

APPROVED AS TO FORM

_____, City Attorney

EXHIBIT A DESCRIPTION OF SERVICES

Description of the services and work product desired.

Total compensation to be paid to Consultant. Terms of payment.

EXHIBIT B CONSULTANT PROPOSAL

See attached.



July 10, 2019

City of Clovis
1022 5TH Street
Clovis, CA 93612

Attn: Sean Smith, PE

RE: *Shepherd Avenue (Willow to Temperance Avenues) – Utilities Master Plan (Future CIP)
Tract No. 6200; Shepherd Avenue and Sunnyside Avenue
Clovis, CA*

Dear Mr. Smith,

We are pleased to submit this proposal to provide services for the above referenced project. The scope of our services will be to complete plan & profile master plan drawings of the existing and future utilities in Shepherd Avenue for approval by City of Clovis. Our services will include the following items of work:

1. PHASE 1 – SHEPHERD AVENUE (MINNEWAWA TO FOWLER)

Note: First phase is 1.5 miles in length. From Minnewawa to Fowler is a straight segment with an existing large 8-inch diameter gas main with a meandering alignment. Most of the water and sewer are existing, master planning to focus on the future sewer force mains (8-inch and 16-inch) and the non-potable water per City Master Plans. From Sunnyside to Fowler is a curved segment currently located in the County of Fresno and built mostly to County standards with a defined OPL for future improvements and limited utility improvements just east of Fowler Avenue.

- A. TOPOGRAPHIC SURVEY & AERIAL PHOTO - Services will include record information research of parcel(s) adjacent to Shepherd Avenue from Minnewawa Avenue to Fowler Avenue and the preparation of drawings for use in preparing the plan and profile drawings. Performance of a field survey to establish a master plan-level topographic survey (setting flight panels and collecting points for key existing features) to be used in determining the Shepherd Avenue curb & gutter, median curb and existing utilities locations.
- B. GAS MAIN LOCATION – Pothole the location of the existing 8-inch gas main and any 4-inch crossings along Shepherd Avenue. Contractor to include traffic control and pavement patching for most current City of Clovis pothole requirements.
 - i. Location #1: 4-inch gas main to north at Minnewawa Avenue.
 - ii. Locations #2-4: 8-inch gas main alignment shift from south to north of the media at Clovis Avenue.
 - iii. Locations #5-10: Shepherd Avenue from Clovis to Sunnyside – Points chosen to determine distance from median curb and crossing at the Enterprise Canal.

- iv. Locations #11-14: Shepherd and Fowler intersection for the 4-inch gas main crossing the road from south to north and also crossing under the Dry Creek culverts.

- C. **PLAN AND PROFILE DRAWINGS** - Prepare Plan and Profile Drawings for Shepherd Avenue including existing and proposed City of Clovis utilities and existing PG&E gas mains. To include horizontal dimensions between utilities and surface features and vertical elevations and clearances for use with accepting master plan alignments for the City of Clovis CIP utilities to be built in the future

TIME & MATERIALS (ESTIMATED) - \$61,000.00

2. PHASE 2 – SHEPHERD AVENUE (WILLOW TO MINNEWAWA)

Note: Second phase is 1.0 mile in length. From Willow to Minnewawa is a straight segment with an existing large 8-inch diameter gas main to the south of the median. Most of the water and sewer are existing, master planning to focus on the future sewer force mains (8-inch and 16-inch) and the non-potable water per City Master Plans.

- A. **TOPOGRAPHIC SURVEY & AERIAL PHOTO** - Services will include record information research of parcel(s) adjacent to Shepherd Avenue from Willow Avenue to Minnewawa Avenue and the preparation of drawings for use in preparing the plan and profile drawings. Performance of a field survey to establish a master plan-level topographic survey (setting flight panels and collecting points for key existing features) to be used in determining the Shepherd Avenue curb & gutter, median curb and existing utilities locations.
- B. **PLAN AND PROFILE DRAWINGS** - Prepare Plan and Profile Drawings for Shepherd Avenue including existing and proposed City of Clovis utilities and existing PG&E gas mains. To include horizontal dimensions between utilities and surface features and vertical elevations and clearances for use with accepting master plan alignments for the City of Clovis CIP utilities to be built in the future

TIME & MATERIALS (ESTIMATED) - \$23,000.00

3. PHASE 3 – SHEPHERD AVENUE (FOWLER TO TEMPERANCE)

Note: Third phase is 2.0 miles in length. From Fowler to Temperance is a straight segment. The water and sewer are existing, master planning to focus on the future sewer force mains (8-inch and 16-inch) and the 24-inch non-potable water per City Master Plans.

- A. **TOPOGRAPHIC SURVEY & AERIAL PHOTO** - Services will include record information research of parcel(s) adjacent to Shepherd Avenue from Fowler Avenue to Temperance Avenue and the preparation of drawings for use in preparing the plan and profile drawings. Performance of a field survey to establish a master plan-level topographic survey (setting flight panels and collecting points for key existing features) to be used in determining the Shepherd Avenue curb & gutter, median curb and existing utilities locations.

B. PLAN AND PROFILE DRAWINGS - Prepare Plan and Profile Drawings for Shepherd Avenue including existing and proposed City of Clovis utilities and existing PG&E gas mains. To include horizontal dimensions between utilities and surface features and vertical elevations and clearances for use with accepting master plan alignments for the City of Clovis CIP utilities to be built in the future

TIME & MATERIALS (ESTIMATED) - \$41,000.00

SUMMARY OF PROPOSAL COSTS

1. PHASE 1 – SHEPHERD AVENUE (MINNEWAWA TO FOWLER)	\$61,000.00
2. PHASE 2 – SHEPHERD AVENUE (WILLOW TO MINNEWAWA)	\$23,000.00
3. PHASE 3 – SHEPHERD AVENUE (FOWLER TO TEMPERANCE)	\$41,000.00
TOTAL PROPOSAL (ITEMS 1 THRU 3 ABOVE)	\$125,000.00

We appreciate the opportunity to provide you with this proposal. Our fee is a time & materials fee and we have provided detail on both the scope of work as well as an Exclusion Summary, attached to this proposal, to ensure our mutual understanding of the work. Please note that payment will be due monthly for the work completed to that point.

This proposal does not include Final Map Monumentation, Construction Staking, or Re-Staking costs.

We look forward to continuing our working relationship with you and the City of Clovis. Please do not hesitate to reach out to me with any questions.

Sincerely,



Brandon Broussard, P.E.
Principal Engineer
Yamabe & Horn Engineering, Inc.

Attachments:

- Yamabe & Horn Fee Schedule
- Exclusions Summary

EXCLUSIONS SUMMARY

1. Entitlements:
 - a. Title Reports and supplemental documentation (the Client's Title Company should be contacted for the fees associated with these services).
 - b. Agency Fees/Plan Checking Fees/Calculation of Development and Building Fees/Permits.
 - c. Application preparation and processing not specified in scope.
 - d. Off-Site Right-of-Way, deed preparation, easement acquisition or analysis.

2. Improvement Plans/Design Work:
 - a. Offsite Grading, utility and street designs beyond scope provided.
 - b. Joint Trench Plans/Dry Utility Design/Underground Electrical Design/Site Lighting Design/Gas Design.
 - c. Traffic Signal Design
 - d. Structural Design.
 - e. Design of Cathodic Protection.
 - f. Landscaping Plans/Landscape Maintenance Agreement/Arborist Report.
 - g. Fire Sprinkler Design/Booster Pump Design.
 - h. Masonry Wall Design/Structural Calculations/Footing Design.
 - i. Pump Station Design/Plans.
 - j. Phasing analysis
 - k. Irrigation district coordination or design
 - l. Private Irrigation Re-alignment

3. Survey:
 - a. ALTA Survey
 - b. Record of Survey. If a Boundary Survey and/or ALTA Survey are among the services being performed under this agreement, the need for Consultant to timely file a Record of Survey Map with the County Surveyor in accordance with current State law (California Business and Professions Code Section 8762) may be triggered. The necessity for these services cannot be predicted in advance since it is dependent on what is discovered while performing boundary research or while performing the Field Survey. Costs to prepare and process a Record of Survey, if required, will be charged to Client as Additional Services.
 - c. Record Drawings.
 - d. Pot holing

4. Environmental:
 - a. Any and all Environmental Studies or permitting with State and Federal Agencies.
 - b. Flood Plain Issues beyond what is outlined in our scope of work.
 - c. Any applicable RWQCB Application and/or annual fees/2012 Annual Compliance Report/NOI Submittal Fees.
 - d. Dust Control/Air Quality Control.
 - e. Analysis of Soil Contamination/ Remediation

5. Construction:
 - a. Encroachment Permit Fees.
 - b. Construction Noise Management Plan.
 - c. Fit lists, Development plans, and plot plans.
 - d. Construction inspection, observation, and reports

- e. Construction and Demolition Debris Recycling Statement and Recycling Summary Report.
- 6. Reports and Testing:
 - a. Geotechnical Reports including pavement structural sections, concrete structural sections, and existing soil percolation rates (to be provided by the Client).
 - b. Flow and pressure tests on existing water system and/or fire hydrants.
 - c. Off-Site Capacity Verification.
 - d. Acoustic Analysis
 - e. Traffic Impact Study
 - f. Soils Testing.
 - g. Reimbursement Analysis
- 7. SWPPP (items a thru h, inclusive):
 - a. Erosion Control Plan
 - b. NOI application or submittal to the State of California Water Quality Control Board
 - c. Preparation of a Storm Water Pollution Prevention Plan (SWPPP)
 - d. BMP Monitoring Program – Order No. 2009-0009 DWQ Construction General Permit requires year-round monitoring of general BMP’s, stormwater BMP’s, and non-stormwater BMP’s to provide documentation of BMP maintenance and performance, and to alert the Owner and/or specified BMP Contractor when repairs to BMP’s are needed.
 - e. BMP Monitoring before, during, and after a qualifying rain event for project BMP’s. During storm events, monitoring will be performed at least one time per each 24-hour period. Storm event rainfall amount will be documented to date.
 - f. Perform Quarterly Monitoring for non stormwater BMP (January – March, April – June, July – September, and October – December).
 - g. Annual Report Preparation.
 - h. Notice of Termination preparation (NOT).

EXHIBIT C

INSURANCE REQUIREMENTS

Prior to commencement of the Services, Consultant shall take out and maintain, at its own expense, and shall cause any subcontractor with whom Consultant contracts for the performance of Services pursuant to this Agreement to take out and maintain, the following insurance until completion of the Services or termination of this Agreement, whichever is earlier, except as otherwise required by subsection (d) below. 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 limits no less than:

(i) Professional Liability Insurance (Errors and Omissions) in an amount not less than \$2,000,000.00 per occurrence or claim, \$2,000,000 aggregate. Said insurance shall be maintained at all times during Consultant's performance of Services under this Agreement, and for a period of five years following 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 \$1,000,000 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) Business 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) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(v) 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.

(vi) 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.

Consultant shall maintain all of the foregoing insurance coverages during the term of this Agreement, except as to (a) the products and completed operations coverage under the General Liability Insurance which shall also be maintained for a period of ten (10) years following completion of the Services by Consultant or termination of this Agreement, whichever is earlier; and (b) Professional Liability Insurance, which shall be maintained for a period of five (5) years following completion of the Services by Consultant or termination of this Agreement, whichever is earlier.

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.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Community and Economic Development Department

DATE: February 3, 2020

SUBJECT: Receive and File – The City of Clovis Old Town Parking Study (2019).

Staff: Shawn Miller, Business Development Manager
Recommendation: Receive and File

ATTACHMENTS: 1. Clovis Old Town Parking Study (2019)
 2. Study Area Map

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to receive and file the Old Town Clovis Parking Study (2019).

EXECUTIVE SUMMARY

The Old Town Parking Study (“Study” – Attachment 1) was commissioned to document existing parking utilization and proposed parking management strategies to achieve the City’s overarching goals and visions of Old Town. The study area encompassed the Parking and Business Improvement Area (PBIA), with additions including public and private parking facilities just east of Clovis Avenue (see Attachment 2). The study found that parking in the study area is sufficient to meet demand as the parking utilization does not reach capacity at any time including peak demand times.

BACKGROUND

Clovis Old Town is home to many businesses, events, and tourist attractions. The availability of parking is a concern central to the continued success of these venues. As visitors come to Old Town it is critical that there be readily available parking next to, or within walking distance to, the business or event they are attending to encourage future repeat patronage of the venue.

To ensure patrons of Old Town were being provided suitable parking opportunities, staff decided to commission an independent study into the matter. Thus, staff contracted with TJKM Transportation Consultants, to research, analyze and prepare a report in regards to parking in Old Town.

Analysis

TJKM analyzed the current uses within the study area (i.e. businesses, residences, venues, etc.), along with review of available plans (including the General Plan and the Old Town Parking Study from 2006). TJKM also performed an on-site parking occupancy survey of on-street parking, off-street public and private parking facilities usage. Finally, TJKM developed an online public survey to obtain public feedback on parking matters in Old Town from June 17, 2019 to June 27, 2019, which received 114 unique responses.

Findings

The on-site parking study found that, during peak usage times (11:00 a.m. to 1:00 p.m.), the maximum parking occupancy in the overall study area was 63 percent. This usage rate translates into approximately 800 parking spaces remaining unused during the peak period.

The study found an imbalance in parking utilization where parking close to businesses saw higher usage than parking spaces along the periphery of the study area. Most on-street parking and public parking lots reached 85 percent at different times of the day (peak times), except for the Water Tower Parking Lot, the Veterans Memorial District Parking Lots, and the City Hall lots. The study also found that all the available parking during busy hours was within a walking distance of 0.25 miles, indicating that there are a sufficient number of parking spaces in close proximity.

The public survey was used to inquire about general impressions about Old Town, as well as parking feedback. There were 114 unique survey responses submitted. Fifty percent of these stated that they didn't have a "least favorite thing about Old Town". Sixteen percent of these identified parking as an issue, which indicates a perceived issue related to parking in Old Town.

Consultant Recommendation

Given the results of the analysis and review of the findings, the consultant recommends the development and implementation of a well-defined parking management program that can help balance the use of the existing parking facilities.

The Consultant provides the following specific recommendations:

1. Implementation of an employee permit parking program for Old Town area employees – to increase the amount of available prime parking locations during peak demand.
2. Initiation of a pilot smart meter and performance based pricing program (including paying parking via smartphone) – to assist in parking turnover and occupancy, and encourage parking lot usage.

3. Installation of additional wayfinding signs, branding and advertising for parking areas – to better direct visitors to available parking lots.

Staff Recommendation

After further review of the recommendations provided by the consultant, staff believes that the most sensible program is to immediately implement a more robust Wayfinding Sign Branding and Advertising Program for parking in the survey area. Additionally, due to potential new infill development in the study area, it is critical that currently available parking not be removed from service.

While the other two recommendations (employee permitting and meter changes) are valuable recommendations, staff has found that given the historic use of Old Town, and the patron’s expectations for parking in the study area, those programs may not necessarily be needed, nor readily accepted in the area.

FISCAL IMPACT

There is no fiscal impact associated with receipt and filing of the study.

REASON FOR RECOMMENDATION

Staff recommends Council receive and file the Clovis Old Town Parking Study (2019) prepared by TJKM Transportation Consultants.

ACTIONS FOLLOWING RECEIVE AND FILE

Staff will develop a Wayfinding Sign Branding and Advertising Program for parking in the study area, along with funding recommendations for the implementation of the Program.

Prepared by: Shawn Miller, Business Development Manager
Claudia Cazares, Management Analyst

Reviewed by: City Manager LS



City of Clovis
**OLD TOWN
PARKING STUDY**

Final Draft

November 27, 2015





City of Clovis

OLD TOWN PARKING STUDY

Date: November 27, 2019

Prepared for: City of Clovis

Prepared by: TJKM Transportation Consultants



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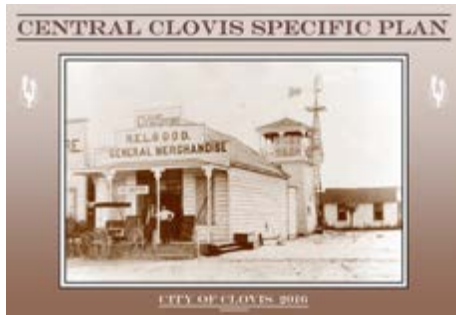


1 INTRODUCTION

The City of Clovis Old Town Parking Study (Parking Study) documents existing parking utilization and proposed parking management strategies to achieve its overarching goals and visions of the Old Town. The Parking Study serves as a blueprint that summarizes parking management programs, various policy proposals, tools and strategic solutions that will guide decisions on Old Town parking. The Parking Study summarizes the data collection, analysis, findings, stakeholder input, and recommendations. The Parking Study is developed to be consistent with the Central Clovis Specific Plan 2016.

1.1 PLANNING ELEMENTS

The Parking Study coordinates with the Central Clovis Specific Plan 2016. The Parking and Business Improvement Area (PBIA) was established in 1975 to waive off-street parking requirements for individual businesses. Currently, the provision of parking spaces relies on existing on-street curb parking, existing private rear parking lots, and heavily on public parking lots.



is generally bordered by Woodworth Avenue to the west, Music Avenue to the east, Third Avenue to the north, and Seventh Avenue to the south.

1.3 SUMMARY

There are about 2,164 parking spaces – both on-street and off-street parking combined, in the study area. The findings suggest that the study area reaches a maximum of 63 percent occupancy during peak hours with about 800-850 spaces open for parking. The off-street parking lots are observed to reach a maximum of 65 percent during peak hours, with about 480-500 spaces open for parking. Of the available off-street parking spaces, about 72 percent are in public parking lots and the rest are in private parking lots. On-street parking is observed to reach a maximum of 60 percent occupancy during peak hours, leaving about 300 spaces available.

1.2 STUDY AREA

The study area is essentially the PBIA area with the addition of public and private parking facilities east of Clovis Avenue. The study area

2 EXISTING PARKING UTILIZATION

This chapter describes the parking data collection and existing parking utilization in the study area. The existing parking analysis was conducted for parking supply, parking restrictions and hourly parking occupancy.

2.1 DATA COLLECTION

In consultation with City staff, a data collection area was finalized to include on-street parking, public parking lots, and selected private parking lots with the following data categories:

Parking Inventory. The number of parking spaces available in the study area was collected for on-street and off-street parking spaces (public and private parking lots). Time restrictions, handicap spaces and other regulations were classified.

Parking Occupancy. Hourly parking occupancy counts were collected from 6 a.m. to 9 p.m. on May 1, 2019, for on-street block faces and off-street public and private parking facilities.

Figure 1 illustrates locations and supply of parking spaces for on-street block faces and off-street lots. Detailed parking data sheets with supply are provided in **Appendix A**.

Figure 1. Parking Supply



2.2 PARKING SUPPLY

For analysis purpose, parking facilities in the study area are organized into on-street and off-street. Off-street parking facilities consists of private and public lots. There are a total of 2,164 parking spaces in the study area, of which 783 are on-street spaces and 1,381 are off-street spaces. Of the 1,381 off-street parking spaces, 1,079 (78 percent) spaces are public parking spaces and the remaining 302 (22 percent) spaces are privately owned. **Table 1** lists the number of on-street and off-street parking spaces:

Table 1. Old Town Parking Supply Inventory

Facility Type	Number of Spaces	%
On-Street	783	36%
Off-Street Public	1,079	50%
Off-Street Private	302	14%
TOTAL	2,164	100%

Of the total number (2,164) of parking spaces, 70 percent (1,510 spaces) are unrestricted spaces. About 7 percent (145) spaces are located in loading zone, private reserved or motorcycle parking zone, majority of which are private reserved parking spots. About 16 percent (344 spaces) of the total parking spaces are 3 hour parking spaces. Handicap spaces, 24 minute parking spaces and 2 hour parking spaces constitute about 8 percent (165 spaces) of the total parking supply in Old Town Clovis.

About 62 percent (483 parking spaces) of on-street parking spaces are unrestricted parking spaces and 29 percent (225 parking spaces) are restricted to 3 hour parking.

About 78 percent (1,079 parking spaces) designated off-street parking are public parking lots. The remaining 22 percent of the off-street parking lots (302 parking spaces) are private parking lots.

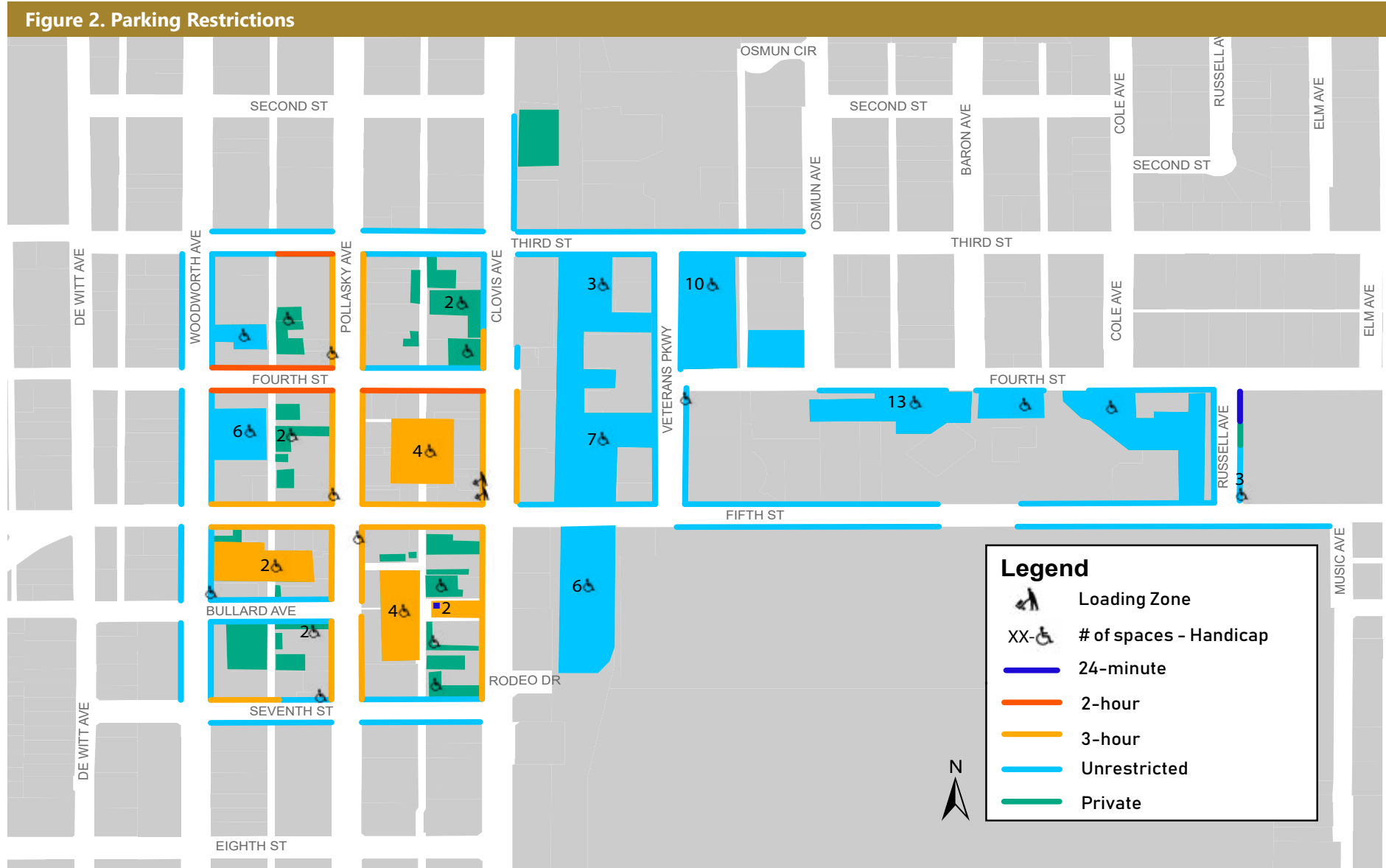
About 68 percent (736 spaces) of the public parking lot spaces are unrestricted spaces. About 96 percent (291 parking spaces) of the off-street private parking spaces are private reserved parking spaces. The remaining are handicap parking spaces.

Table 2 lists the parking supply along with parking restrictions.

Figure 2 illustrates the parking restrictions for on-street block faces and off-street parking lots in the study area.

Table 2. Parking Supply by Parking Restrictions

	Unrestricted	Handicap	24 Minute Parking	2 Hour Parking	3 Hour Parking	Other (Loading Zone, Private Reserved, etc.)	Total
On-Street	483	10	2	59	225	4	783
	62%	1%	<1%	8%	29%	1%	100%
Off-Street (Public)	736	63	2	18	119	141	1,079
	68%	6%	0%	2%	11%	13%	100%
Off-street (Private)	291	11	0	0	0	0	302
	96%	4%	0%	0%	0%	0%	100%
Total	1,510	84	4	77	344	145	2,164
	70%	4%	0%	4%	16%	7%	100%



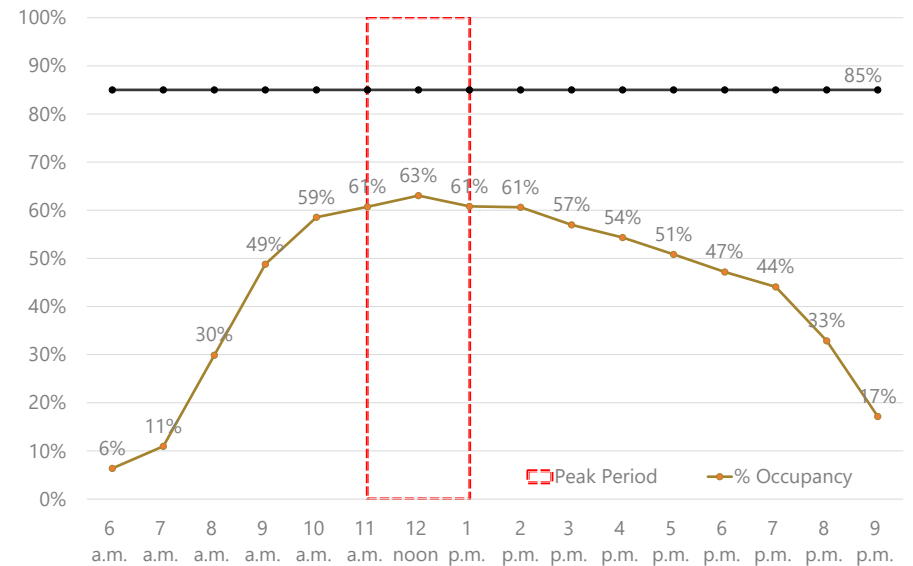
2.3 PARKING OCCUPANCY

This section describes how parking was utilized hourly for on-street and off-street parking in the study area during the day of data collection. A parking occupancy of 85 percent is typically defined as the practical threshold that indicates a healthy and balanced parking usage between supply and demand. Any proposed parking strategies set forth in the Parking Study is aimed at maintaining a occupancy of 85 percent at a block-face or lot level. In this analysis, parking occupancy below 85 percent is considered underutilized whereas an occupancy greater than 85 percent is considered overutilized. The section begins with analyzing trends of overall parking occupancy in the study area. Trends of both off-street and on-street parking occupancy are analyzed. This is followed by observing occupancy trends of public parking lots and private parking lot in the study area. Parking data sheets with occupancy are provided in **Appendix B**. Maps with hourly parking occupancy are provided in **Appendix C**.

2.3.1 OLD TOWN PARKING OCCUPANCY

The overall trends of parking usage in the study area represents the Old Town parking usage by businesses, customers, and other users. This includes all on-street and off-street parking facilities. The peak period of parking occupancy is observed to be between 11 a.m. to 1 p.m. with a maximum occupancy of 63 percent. This leaves for about 800 parking spaces open during this peak period. **Figure 3** illustrates the parking occupancy trend for the entire study area from 6 a.m. to 9 p.m. **Figure 4**, **Figure 5** and **Figure 6** illustrate parking occupancy during peak hours.

Figure 3. Old Town Parking Occupancy



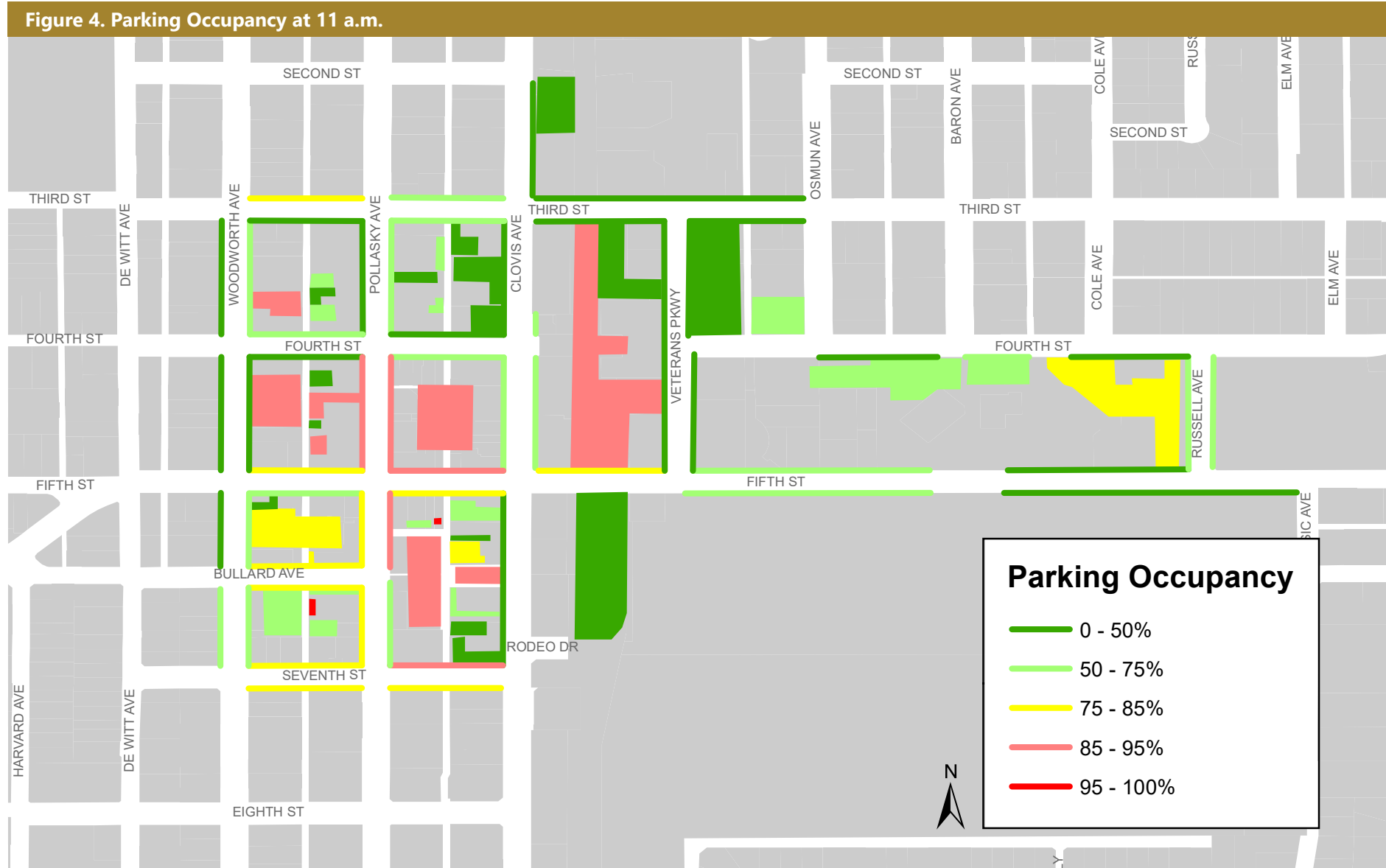
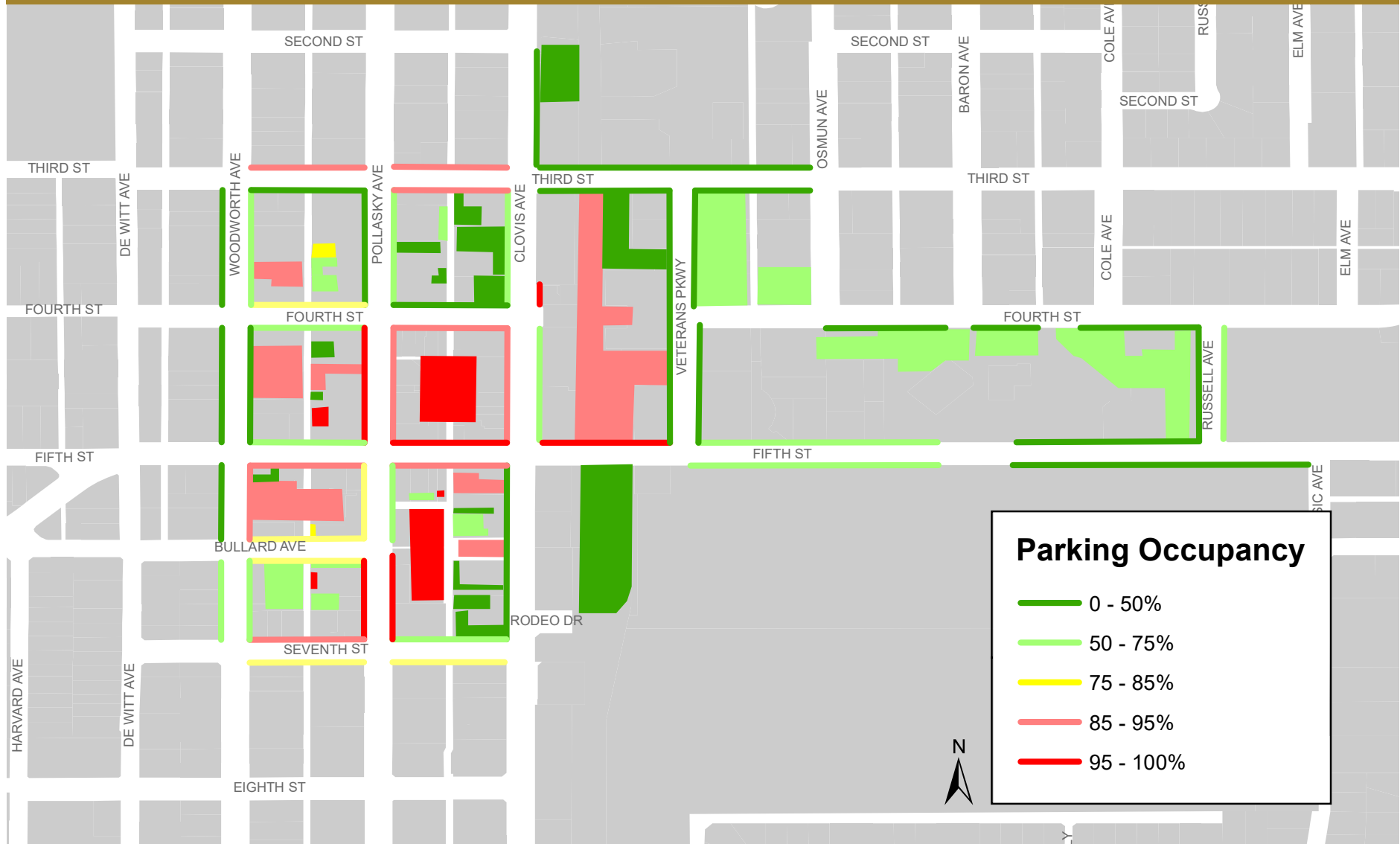
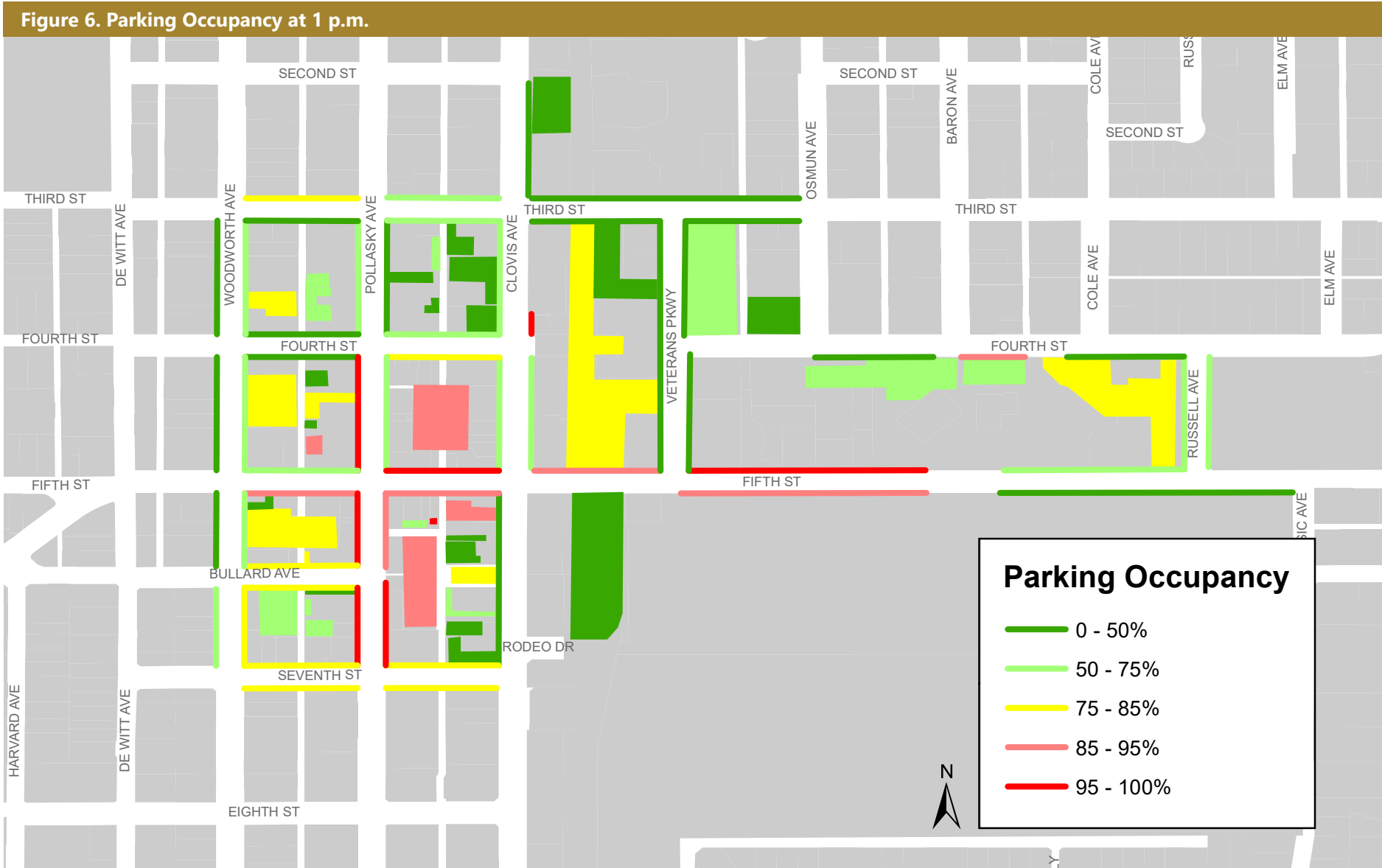


Figure 5. Parking Occupancy at 12 noon

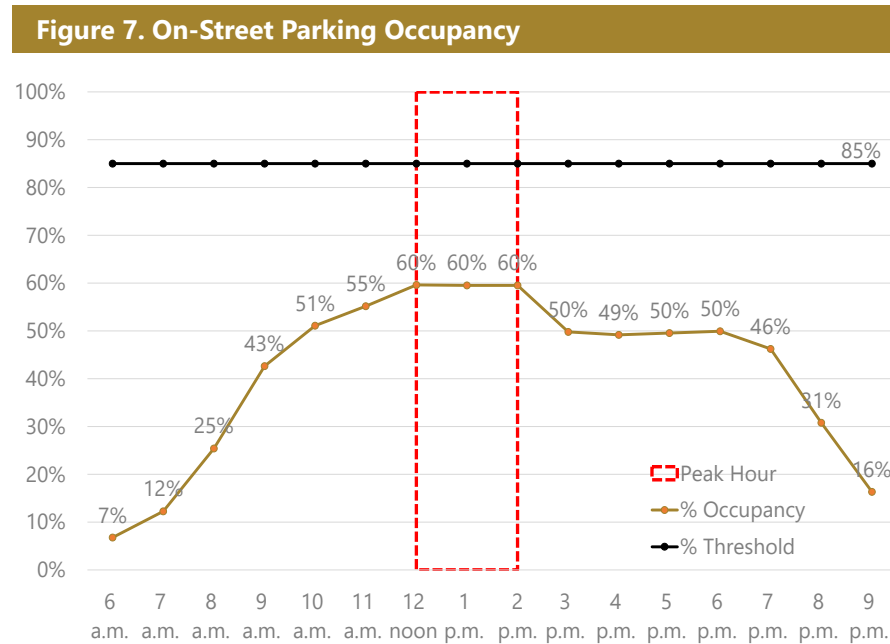




2.3.2 ON-STREET PARKING OCCUPANCY

During the survey period, parking occupancy for on-street parking fluctuated from a low of 7 percent to a high of 60 percent. The maximum occupancy of 60 percent was observed between 12 noon to 2 p.m., leaving approximately 300 spaces open. During peak hours, on-street parking can be found along Woodward Avenue, Veterans Parkway, Third Street, Fourth Street and Fifth Street.

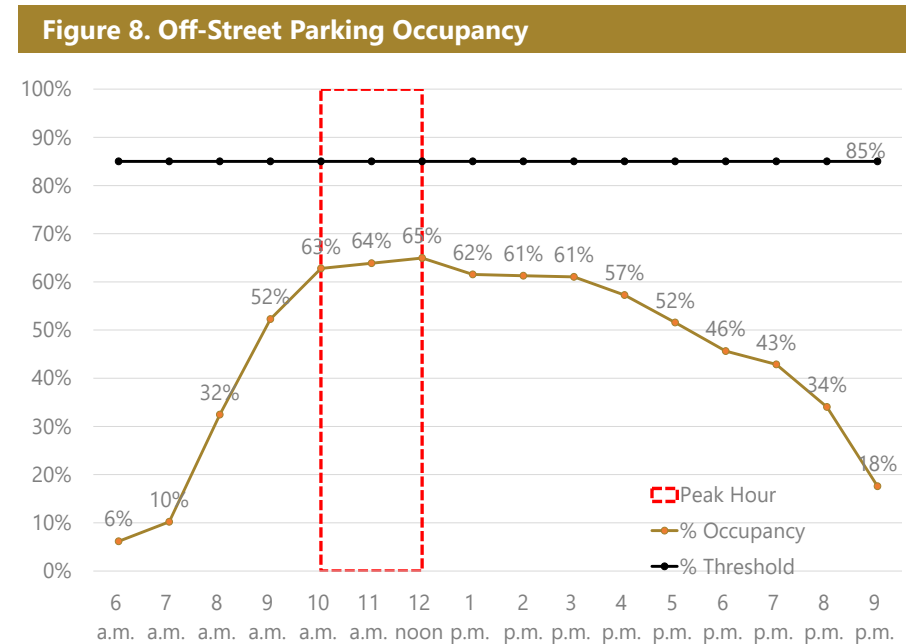
Figure 7 illustrates the observed trend of on-street parking occupancy and highlights the peak period.



2.3.3 OFF-STREET PARKING OCCUPANCY

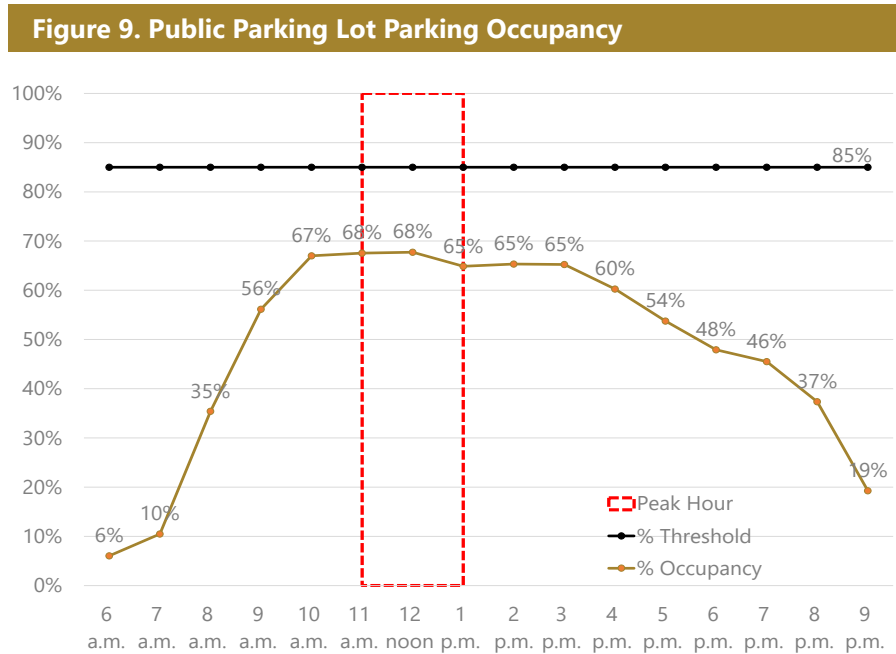
For both public and private parking lots, parking occupancy fluctuated from a low of 6 percent to a high of 65 percent. The maximum occupancy of 65 percent was observed between 10 a.m. to 12 noon, leaving approximately 500 spaces open. These open spaces can be found on public parking lots along Fifth Street and Third Street as well as private parking lots between Third Street and Fourth Street.

Figure 8 illustrates the observed trend of parking occupancy for off-street parking and highlights the peak period.



Public Parking Lots. For public parking lots, parking occupancy fluctuated from a low of 5 percent to a high of 68 percent. The maximum occupancy of 70 percent was observed between 11 a.m. to 1 p.m., leaving approximately 290 spaces open.

Figure 9 illustrates the occupancy percent observed in the public parking lots and highlights the peak period of occupancy.



Private Parking Lots. For private parking lots, parking occupancy fluctuated from a low of 9 percent to a high of 57 percent during peak hours. The maximum occupancy of 56 percent was observed between 10 a.m. to 12 noon, leaving approximately 200 spaces open.

Figure 10 illustrates the occupancy trends observed for private parking lots and highlights the peak period of parking occupancy.

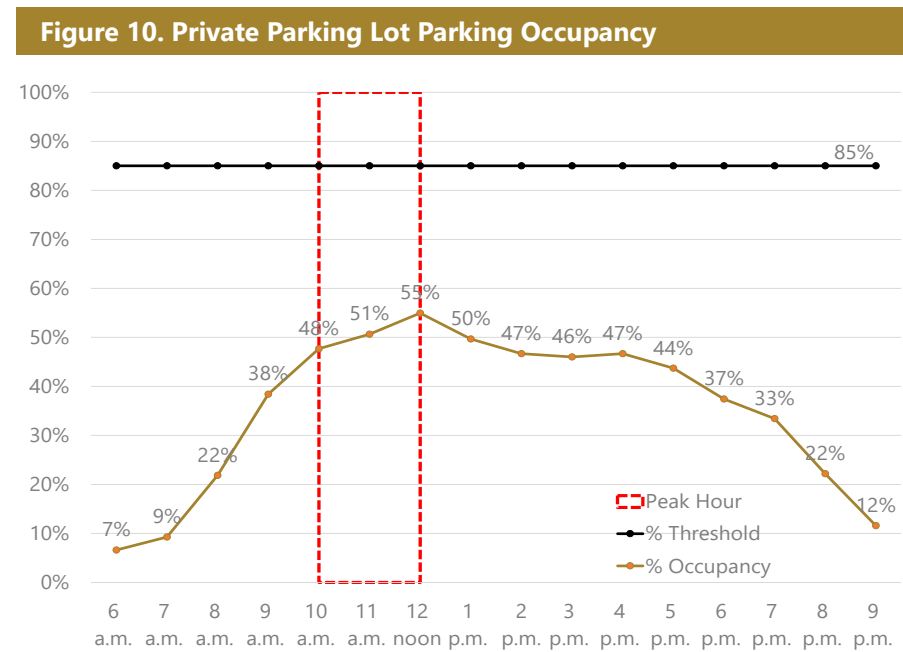


Table 3 summarizes the parking occupancy for the entire study area, on-street as well as off-street, throughout the day on May 1, 2019. On-street parking occupancy between 12 noon to 2 p.m. was observed to reach a maximum of 60 percent with 40 percent spaces available. Parking lots which had 30 to 35 percent available parking in the study area during the same time period can be accessed. This indicates a typical parking imbalance in which center spots around

Clovis Avenue were occupied while parking spaces on the periphery along Third Street and Fourth Street were available.

Note that all the available parking during busy hours was within a walking distance of 0.25 miles. This indicates that there are a sufficient number of parking spaces in close proximity.

Table 3. Overall Parking Occupancy

	6 a.m.	7 a.m.	8 a.m.	9 a.m.	10 a.m.	11 a.m.	12 noon	1 p.m.	2 p.m.	3 p.m.	4 p.m.	5 p.m.	6 p.m.	7 p.m.	8 p.m.	9 p.m.
On-street Parking	7%	12%	25%	43%	51%	55%	60%	60%	60%	50%	49%	50%	50%	46%	31%	16%
Off-street Parking – Public	6%	10%	35%	56%	67%	68%	68%	65%	65%	65%	60%	54%	48%	46%	37%	19%
Off-street Parking – Private	7%	9%	22%	38%	48%	51%	55%	50%	47%	46%	47%	44%	37%	33%	22%	12%
Total	6%	11%	30%	49%	59%	61%	63%	61%	61%	57%	54%	51%	47%	44%	33%	17%

Note:
 XX% indicate occupancy 60 - 69%

2.4 ADDITIONAL DATA ANALYSIS

To verify existing parking conditions in Old Town Clovis, the project team revisited the site in September 2019 and took consideration of some additional parking facilities that might affect the overall parking occupancy. The additional data collection includes on-street parking spaces along Fourth Street between Elm Avenue and Veterans Parkway, and the San Joaquin College of Law surface lot.

As a result, the number of on-street parking spaces along this segment was observed to be 61. **Figure 11** illustrates the observed and projected occupancy in these block faces, all throughout the day.

The San Joaquin College of Law parking lot provides 60 regular parking spaces and 2 handicap spaces, totaling 62 spaces. It is a privately operated lot, and the lot was observed to have low occupancy from morning to mid-day. The lot was observed to be more occupied late afternoon and evening. Approximately, 35 parked vehicles were observed at around 4 p.m. The lot was observed to have high occupancy during evening hours, as night classes meet at the College.

These additional parking spaces, for both on- and off-street facilities, and their occupancy levels do not change the overall results of the analysis or the recommendations in this report. In fact, it resulted in a lower average peak parking occupancy study area-wide.

Figure 12 shows the locations of the above mentioned additional parking facilities along with their supply.

Figure 11. On-Street Parking Occupancy on Fourth St.

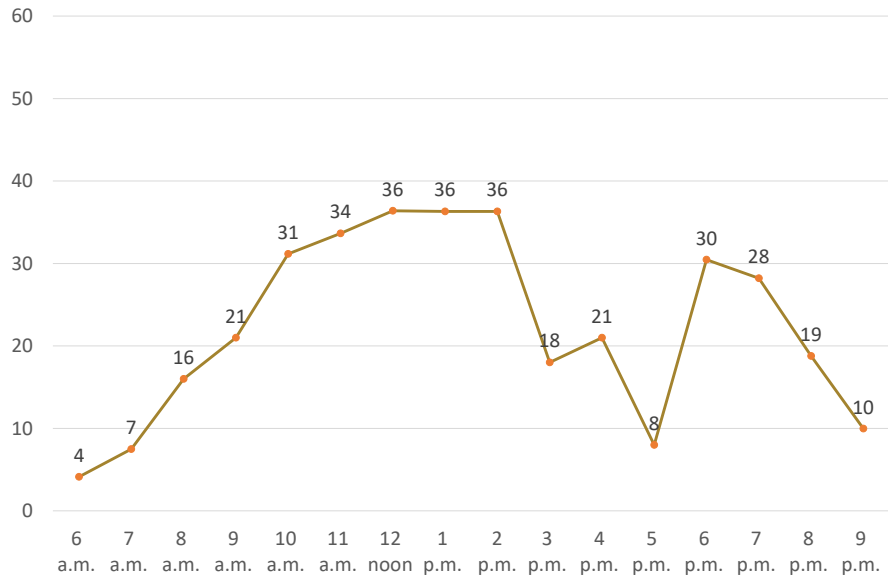
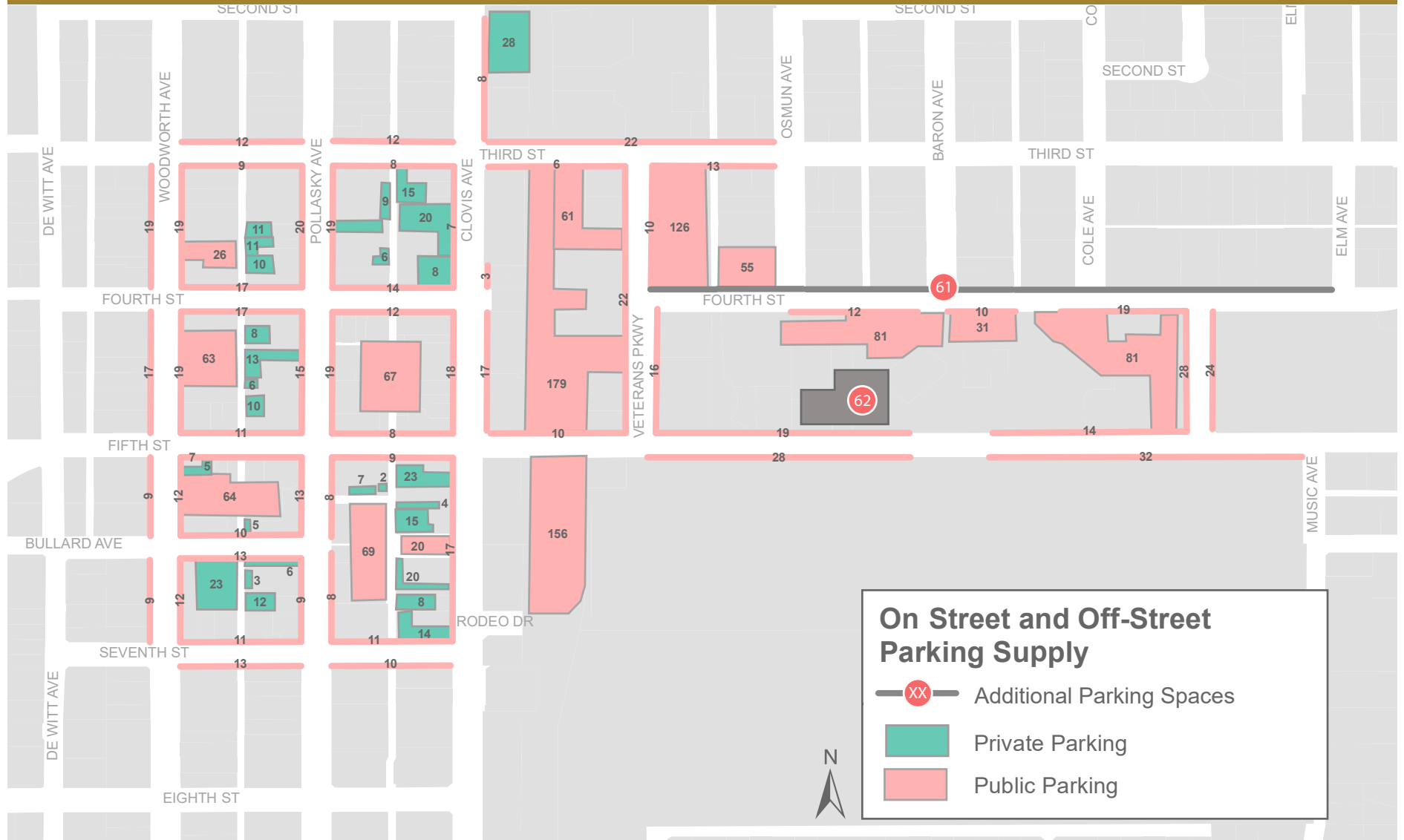


Figure 12. Additional Parking Spaces



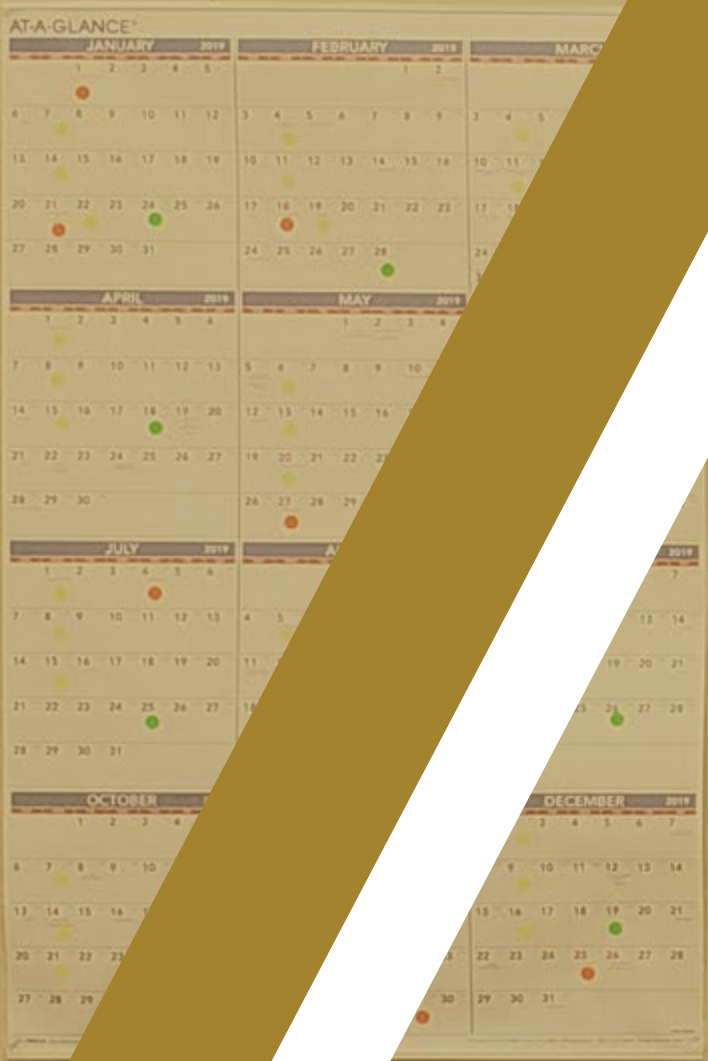
2.5 SUMMARY

There are about 2,164 parking spaces in the study area. The count consists of all on-street parking, private parking lots, and public lots within the study area. Additional data for both on-street and off-street parking facilities was collected, which adds about 123 spaces to the study area. The additional parking spaces were also analyzed, and the results suggest no changes to the overall parking occupancy for the study area.

The findings suggest that the study area reaches a maximum of 63 percent occupancy during peak hours with about 800 spaces open. The off-street parking lots are observed to reach a maximum of 65 percent during peak hours, with about 480 to 500 spaces open. Of the available off-street parking spaces, about 72 percent are in public parking lots and the rest are in private parking lots. On-street parking is observed to reach a maximum of 60 percent occupancy during peak hours, leaving about 300 spaces available.

Most on-street parking and public parking lots reached 85 percent at different times of the day, except for the Water Tower Parking Lot, the Veterans Memorial District Parking Lots, and the City Hall Lot. Some of the on-street block faces were verified as the “prime spots” for storefront parking. These block faces are along Pollasky Avenue and Fifth Street.

Though parking seems to be busy at certain locations of Old Town, underutilized spaces were observed with walking distance. Thus, the short-term needs for improving Old Town parking should be focused on well-defined parking management that can help balance the use of parking facilities.



3 STAKEHOLDER OUTREACH



3.1 ONLINE PUBLIC SURVEY

3.1.1 BACKGROUND AND METHODOLOGY

As part of this parking study, a survey was conducted to determine individual thoughts and feelings regarding parking. To avoid obvious response bias associated with issuing a “parking survey”, this survey contained questions related to overall general impressions about Old Town. This method is more likely to create organic responses related to parking in and around Old Town.

The survey was issued via Survey Monkey, an online survey development service company. The company provides free, customizable surveys, as well as a suite of paid back-end programs that include data analysis, sample selection, bias elimination, and data representation tools.

A link to this survey was offered on City of Clovis social media sites as well as social media sites belonging to the Business Organization of Old Town and Clovis Chamber of Commerce.

The open period for responses took place starting June 17, 2019 and ending June 27, 2019.

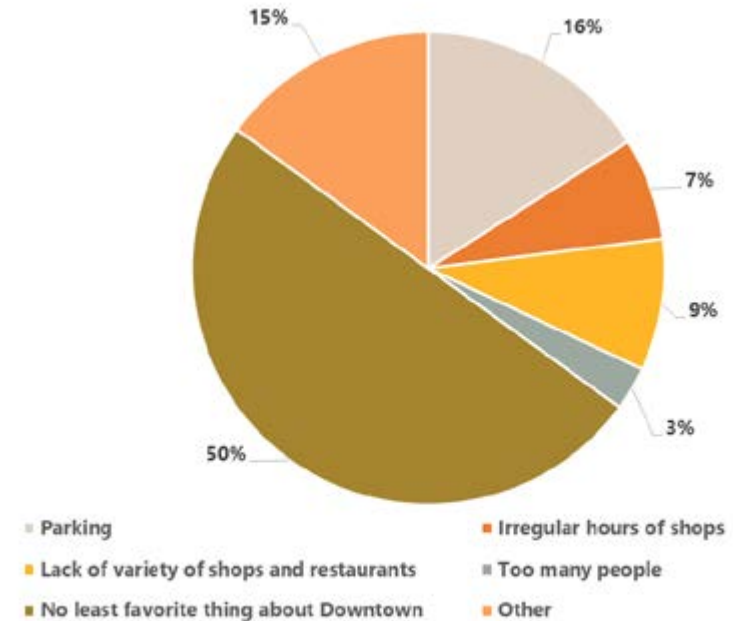
Following the close of the survey for input, staff collected the data and removed duplicate responses based on identical Internet Provider (IP) addresses.

3.1.2 INTERPRETATION OF DATA

There were 114 unique responses to this survey. Fifty percent of respondents either stated they didn't have a “least favorite thing about Old Town” or simply did not respond to this question. Sixteen percent of respondents cited parking to be an issue.

While sixteen percent is not a huge number, this does indicate a perceived issue related to parking in Old Town.

Figure 13. Survey Results



See **Appendix D** for a complete list of survey questions.

4 PARKING POLICY PROPOSAL AND MANAGEMENT STRATEGIES

This chapter describes a parking policy analysis and management strategies proposed for the study area. The recommended policies and strategies are developed based on the following considerations:

- Make efficient use of existing parking supply;
- Make Old Town parking desired for all users, including visitors, employees, and residents;
- Envision continuous growth in parking demand; and
- Explore innovative and technological parking management concepts.

The analysis and recommendations incorporate previous efforts including data findings and community input.

4.1 EMPLOYEE PARKING

In order to balance the parking needs for a diverse group of users, including merchants, business employees, customers, and residents, many jurisdictions have implemented various permit programs to allow permit holders to park regardless of time restrictions at designated locations. The following subsections detail the permit process and corresponding work needed to successfully implement such programs.

The existing parking occupancy study has shown that some prime parking locations, such as Pollasky Avenue, experience 85 to 95 percent occupancy during peak hours. However, there were many spaces available during the same period within a quarter-mile walking distance, including on-street parking and public parking lots.

4.1.1 EMPLOYEE PERMIT PARKING PROGRAM (EPPP)

An Employee Permit Parking Program (EPPP) is designed to provide convenient parking for the employees working in Old Town, and to increase parking turnover of prime parking spaces. A permit holder will have the privilege to park their vehicles at designated spaces which are exempt from posted parking time limits.

There are about 215 business units located within the Parking and Business Improvement Area (PBIA). Currently, 201 businesses are operating in these locations. These include 78 professional offices, 49 retail stores, 25 restaurants/cafés/bars, 38 salons/spas/barbers, 5 automobile services, 2 banks, 2 banquet halls and 2 gyms. Out of these 201 businesses, 78 of them own and provide appropriate on-site private parking. Thus, 123 businesses do not provide for employee parking and are serviced by public parking lots. **Table 4** provides a matrix of the approximate permit issuance needs, by business type:

Table 4. Employee Parking Permit Allotment

Business Type	Per Business Allotment	Number of Business	Total Allotment
Professional Office	4	44	176
Retail	2	33	66
Restaurant/Cafe/Bar	4	19	76
Salon/Spa/Barber	2	25	50
Automobile Service	2	1	2
Banquet Hall	1	1	1
Total	-	123	371

As shown in **Table 4**, a total of 371 permits might be required to meet the parking demand generated by business owners and employees.

The City should conduct further studies to obtain the accurate allotment for each business in order to monitor the number employee parking spaces needed over time. This includes a survey of total number of employees for each business.

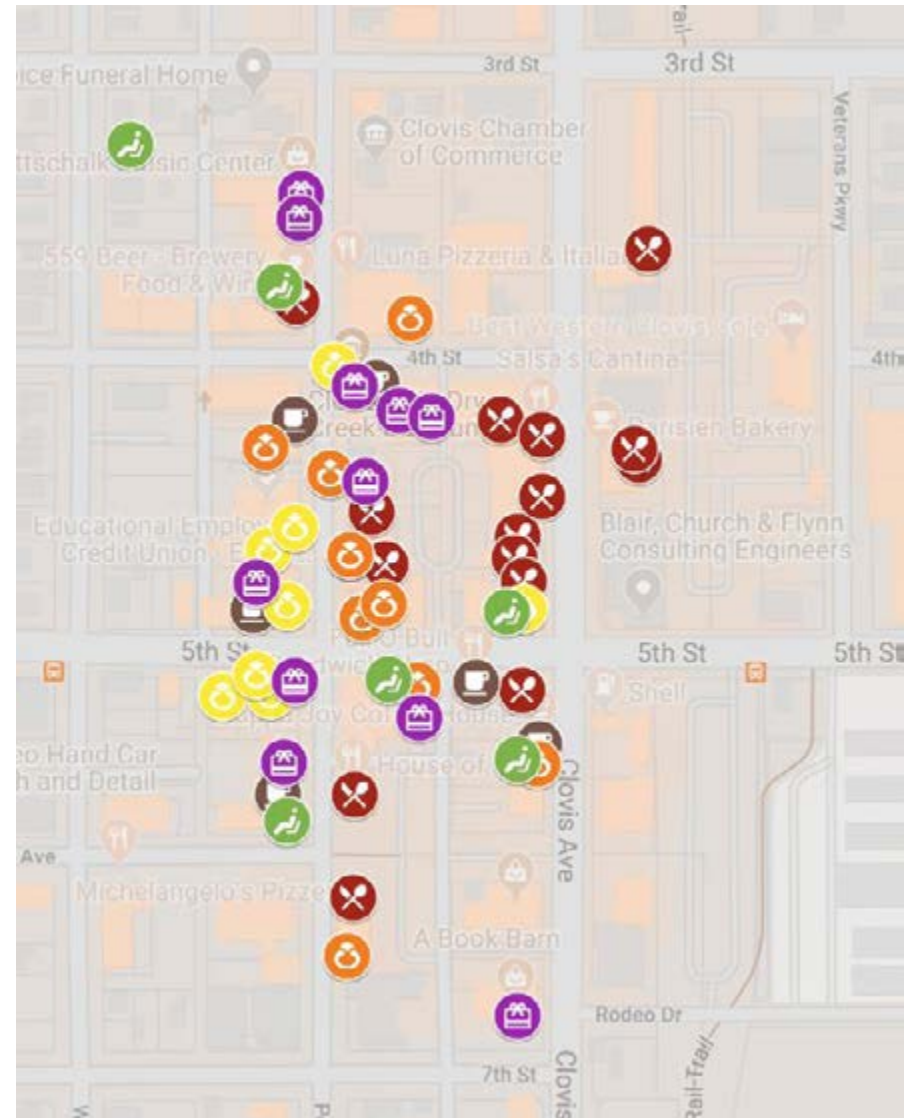
A nominal fee should be applied to each permit to cover administrative costs. This fee is encouraged to be paid by the employers (business owners).

4.1.2 EMPLOYEE PARKING DESIGNATION

It is anticipated that all permit holders will park their vehicles at designated parking spaces. Designated employee parking could be on-street spaces and/or stalls within public parking lots where underutilized.

Based on the existing parking usage, it is recommended that employee parking be assigned at the following locations:

- Fourth Street between Woodward Avenue and Pollasky Avenue
- Bullard Avenue between Woodward Avenue and Pollasky Avenue
- Third Street between Clovis Avenue and Osmun Avenue
- Public Parking Lot on Woodward Avenue between Fifth Street and Bullard Avenue (Parking Lot 3 as per the Central Clovis Specific Plan 2016)



Old Town Business Distribution.

- Water Tower Parking Lot
- Public Parking Lot at the corner of Third Street and Veterans Parkway

This totals 379 spaces for employee parking. Note that employee parking is not guaranteed with availability at any given time. Instead, vehicles are parked on a first come, first serve basis. However, permit holders are exempt from posted time limits. In addition, enforcing parking time limits is essential to ensure that parking is available for permit holders, as well as to discourage business employees from occupying prime parking spaces all day. **Figure 14** shows the proposed employee parking locations.

4.2 PILOT SMART METER AND PERFORMANCE-BASED PRICING

Smart Meters are solar-powered and wirelessly networked, have backlit displays to communicate parking prices and rules, and accept payment by credit cards, debit cards, coins and smart phones.

The four-block area on Pollasky Avenue between 3rd and 7th Street represents the prime spots for shopping, dining, and beach activities, where a pilot Smart Meter program could bring some “ticket anxiety” for the visitors. Typically, for visitors to such destinations, among all troubling factors such as difficulty in finding a space and need to carry change, the parking fee is the



least concerning aspect for most people. Implementing pricing adjustments to core area and removing time limits can help create dynamic parking environment while maintaining healthy parking turnover and occupancy. The existing parking utilization has shown that on Pollasky Avenue, parking occupancy reaches as high as 87 percent during peak periods, with parking being full at certain block faces.

The City may consider installing Smart Meters and implement a demand-based pricing plan for on-street parking spaces along Pollasky Avenue (**Figure 15**), taking into the consideration of removing time limits, and pricing and policies that may encourage use of off-street parking lots where they are available. It may also help shift parking from overcrowded to less crowded areas or encourage other travel options such as walking and bicycling. The Demand-based Pricing should be considered for each block face that adjusts based on parking demand on that block face. The fees can be nominal as \$0.50 per hour.

Table 5 provides a preliminary pricing plan for dynamic parking rates along Pollasky Avenue.

Table 5. Proposed Dynamic Parking Rate Structure

Time	Day	Parking Rate
Before 11 a.m.	Monday through Friday	Free
11 a.m. to 1 p.m.	Monday through Friday	\$0.75 per hour
1 p.m. to 4 p.m.	Monday through Friday	\$0.50 per hour
4 p.m. to 7 p.m.	Monday through Friday	\$0.75 per hour
After 7 p.m.	Monday through Friday	Free

Figure 14. Proposed Employee Parking Locations





4.2.1 PARKING PAYMENT BY SMARTPHONE

Parking payment by smartphone technology allows a driver to pay a parking fee via smartphone or app. Old Town visitors can receive a reminder text when their time is almost up, and can add time without returning to their vehicle or parking meter/kiosk. This program usually requires license plate registration and a linked credit card account. This technology is usually available in addition to physical payment options.

4.3 WAYFINDING SIGN BRANDING AND ADVERTISING

4.3.1 PARKING WAYFINDING SIGNS

Well-designed parking wayfinding signs can better direct visitors around Old Town and provide a friendly environment that encourages more walking from and to the destinations.

Currently, parking lot signs are installed at all public parking lots indicating "Public Parking". There are "Old Town Parking" directional signs at numerous locations within the study area, directing visitors to public parking lots. These signs, however, provide minimal information to the drivers. It is recommended that the City realign parking wayfinding signs so that they are more visible and larger in size to direct drivers to different public parking lots. Existing signs should be consolidated. It is recommended that new wayfinding signs be installed at the following locations to heighten drivers' awareness of public parking lots (**Figure 16**):



Means of collecting parking payment

CITY OF CLOVIS OLD TOWN PARKING STUDY

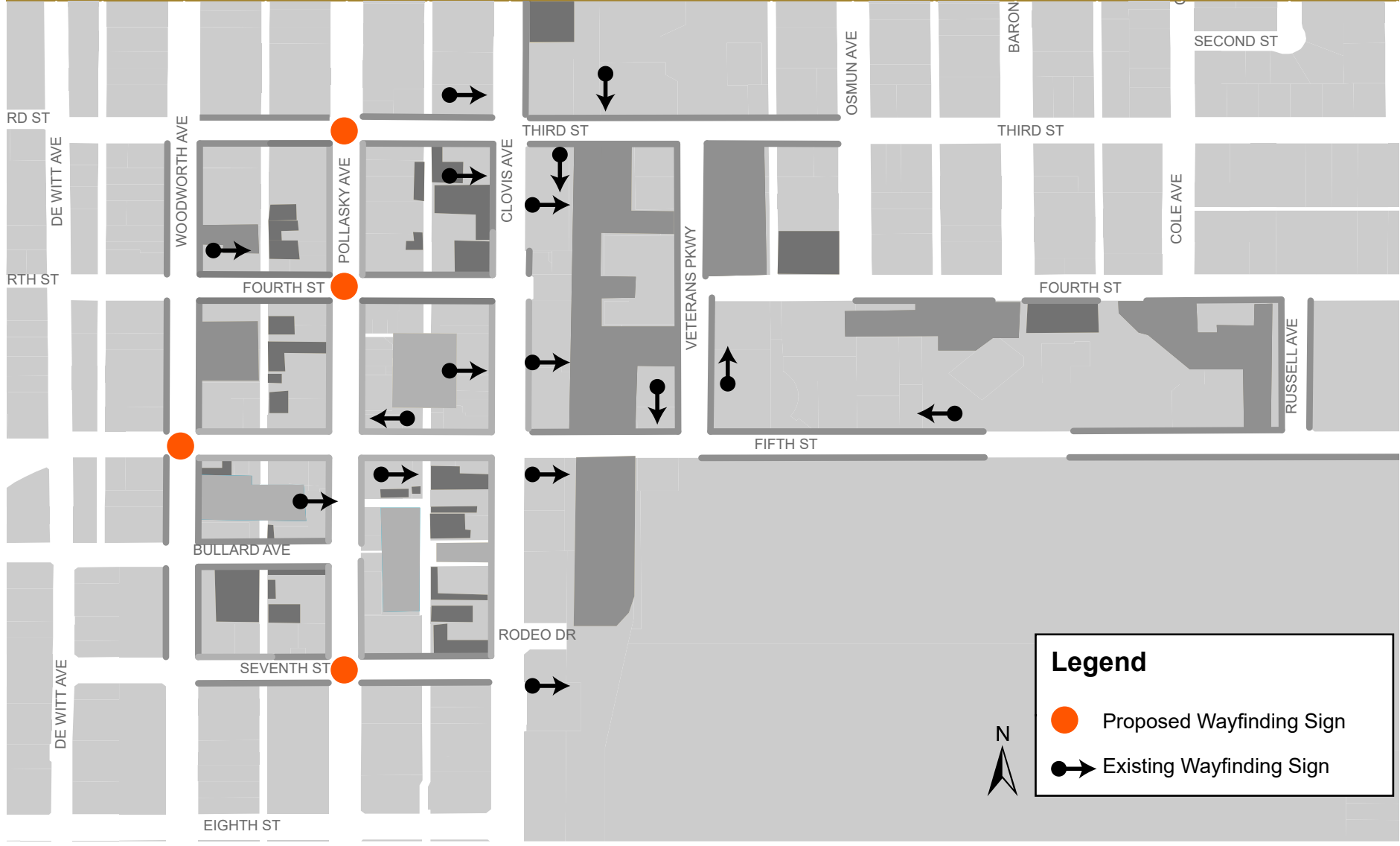
- Pollasky Avenue/Third Street intersection;
- Pollasky Avenue/Fourth Street intersection;
- Pollasky Avenue/Seventh Street intersection; and
- Woodworth Avenue/Fifth Street intersection.

It is recommended that the City improve visibility of the entrance signs for public parking lots. The City should also explore proper naming of lots so visitors could easily locate available free public parking.

Dynamic wayfinding signs provide real-time parking occupancy information to drivers on finding available parking. This cuts down unnecessary circling while searching for parking and associated driver frustration, fuel costs and greenhouse gas emissions. Dynamic signs showing real-time parking availability and traffic information have been installed in major Old Towns. In recent years, numerous smart phone apps have been developed that show similar information either via phone apps or vehicle dash-boards. Due to the high capital and maintenance costs, it is recommended that the City further evaluate the benefits of installing such signs in Old Town. Parking occupancy information can be linked with and displayed on a dedicated website for Old Town parking. However, this requires the installation of equipment at each lot to count vehicles.



Figure 16. Existing and Proposed Wayfinding Sign Locations



4.4.2 BRANDING

In addition to signage improvements, there are other means of publicizing public parking lots in Old Town, described as follows.

Business Organization of Old Town, Events, and Library. Information with respect to the locations of public parking lots, hours of operations, time limit restrictions can be integrated in formats of brochures, flyers for distribution at the farmers market, library, events, and surrounding neighborhoods. The City can collaborate with business owners to voluntarily participate in placing window stickers that provide information about public parking lots.

City Website. The City website provides substantial information on Old Town matters. It is recommended that a dedicated page be developed to include parking information such as EPPP, Old Town parking maps, and parking time limits, with regular updates.

Old Town Clovis Website. It is recommended that the City take advantage of the existing website oldtownclovis.org to promote Old Town public parking facilities.



5 IMPLEMENTATION PLAN

This chapter describes an implementation plan of the parking management strategies. The implementation plan is organized into immediate, mid-term, and long-term actions, with proposed timeline for implementing each action. The actions are listed in **Table 6**.

Table 6. Implementation Action Plan

#	Action	Description	Timeline ¹
Immediate Actions			
1	Old Town Employment Survey	Conduct business survey to identify allotment for employee parking permit.	0-1 year
2	Parking Website	Update City and Old Town website to: <ul style="list-style-type: none"> • Advertise Old Town parking facilities; • Update changes to parking policies and programs; 	0-1 year
3	Enforcement	Continue current level of enforcement.	0-1 year
Mid-term Actions			
4	Employee Permit Parking Program and Employee Parking Zones	Furnish and install employee parking signs at locations called out in Figure 14 . Continuous campaign to educate Old Town employers and employees to park within designated zones.	0-2 years
5	Parking Wayfinding Signs	Upgrade wayfinding signs with new branding strategies. Install new signs as called out in Figure 16 .	0-2 years
6	User Feedback Collection	Conduct survey to receive feedback with regards to up-to-date parking policy, management, and, infrastructure.	1-3 years
Long-term Actions			
7	Smart Meter Pilot Program	<ul style="list-style-type: none"> • Conduct needs assessment for demand-based pricing, devices, and payment by phone technology. • Explore vendors for smart meter and kiosks. • Implement smart meters, kiosks at the locations called out in Figure 15. 	3-5 years
8	Old Town Parking Study Update	Update the Old Town Parking Study by conducting parking demand analysis and evaluating the effectiveness of parking management strategies as implemented.	3-5 years
9	Enforcement	Based on the results of the Old Town Parking Study Update, the City should determine the need for adjusting level of parking enforcement.	3-5 years

¹ Estimated timeline includes planning, Council resolution, and implementation.



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council
 FROM: Administration
 DATE: February 3, 2020
 SUBJECT: Consider Approval – Change of Council Meeting Schedule

Staff: Luke Serpa
Recommendation: Approve

ATTACHMENTS: None

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the City Council to approve the cancellation of the regular Council meeting scheduled for Monday, February 10, 2020.

EXECUTIVE SUMMARY

There is a need to change the schedule of meetings for the City Council in February. Staff is recommending that City Council cancel the meeting of February 10, 2020.

BACKGROUND

Staff is able to consolidate the agenda items to the first and third meetings in February 2020. Staff is recommending that City Council consider canceling the meeting of February 10, 2020. Given adequate notice, staff will be able to amend the timing of actions coming forward so that operations will not be affected by the cancellation.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

Pursuant to the Clovis Municipal Code, the City Council meets in regular session on the first, second, and third Monday of each month, except when those Mondays occur on a recognized City holiday. The City Council needs to confirm any change to the schedule of meetings in order to properly notice the public of the City Council’s schedule of meetings.

ACTIONS FOLLOWING APPROVAL

A revised schedule of meetings will be published in conformance with law.

Prepared by: Jacquie Pronovost, Executive Assistant

Reviewed by: City Manager LS