



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.

January 21, 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 Whalen

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 13, 2020 Council Meeting.
2. Finance – Receive and File – Treasurer's Report for the Month of September 2019.
3. Finance – Receive and File – Investment Report for the Month of September 2019.
4. Finance – Receive and File – Status Report of Development Fee Funds for the fiscal year ended June 30, 2019.
5. General Services - Approval – Waive Bidding Requirements and Approve HVAC Building Automation System Contract with Trane.
6. Police – Approval – 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 - A public hearing is an open consideration within a regular or special meeting of the City Council, for which special notice has been given and may be required. When a public hearing is continued, noticing of the adjourned item is required as per Government Code 54955.1.

7. Consider Approval of Various Actions Relating to Residential Water Service:
 - a. Consider Introduction – Ord. 20-____, 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.
 - b. Consider Approval – City of Clovis Water Discontinuation Policy.

Staff: Jeff Blanks, Deputy Finance Director
Recommendation: Approve

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

8. Receive and File - Update regarding the status of the Regional Housing Needs Allocation (RHNA) site inventory and unit capacity.

Staff: Ricky Caperton, AICP, Senior Planner
Recommendation: Receive and File

9. Consider Adoption – Ord. 20-____, 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.

Staff: Dave Merchen, City Planner

Recommendation: Adopt

CITY MANAGER COMMENTS

COUNCIL COMMENTS

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

10. 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

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. 3, 2020 (Mon.)
- 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 13, 2020

6:00 P.M.

Council Chamber

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

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

PRESENTATION

- 1. 6:04 - PRESENTATION OF PROCLAMATION DECLARING JANUARY AS NATIONAL SLAVERY AND HUMAN TRAFFICKING PREVENTION MONTH

Councilmember Ashbeck presented representatives of the Fresno Economic Opportunities Commission a Proclamation declaring January as National Slavery and Human Trafficking Prevention Month.

- 2. 6:09 - PRESENTATION OF PROCLAMATION RECOGNIZING THE 550'TH BIRTH ANNIVERSARY OF GURU NANAK

Councilmember Mouanoutoua presented representatives of the Sikh community a Proclamation Recognizing the 550th Birth Anniversary of Guru Nanak.

Mayor Bessinger indicated Council would adjourn to a break at 6:35 to enjoy the food brought to the council meeting from the Sikh community in recognition of the 550th Birth Anniversary of Guru Nanak.

PUBLIC COMMENTS – 6:53

None

CONSENT CALENDAR – 6:54

Motion by Councilmember Ashbeck, seconded by Councilmember Flores, that the items on the Consent Calendar be approved, including the waiver of the reading of the ordinance. Motion carried by unanimous vote.

- 3. Administration - Approved - Minutes from the December 9, 2019 and December 16, 2019 Council Meetings.
- 4. Administration - **Adopted - Ord. 19-20**, R2019-008, A request to approve a rezone from the R-1 (Single Family Residential Low Density) Zone District to the R-1-PRD (Single Family Planned Residential Development) Zone District. Located at the northeast corner of Leonard and Barstow Avenues. (Vote 5-0)
- 5. Planning and Development Services - Approved - Final Acceptance for CIP 17-11, Ashlan Alley.

PRELIMINARY - SUBJECT TO APPROVAL

AGENDA ITEM NO. 1.

6. Planning and Development Services - Approved - Final Acceptance for CIP 17-14, Temperance Avenue Street Improvements - Shaw Avenue to Barstow Avenue.
7. Planning and Development Services – Approved – Waive the City’s usual purchasing procedures and authorize the City Manager to enter into a purchase agreement with Tesco Controls, Inc. to supply a motor control center for CIP 18-14 Well 11A Pump and Motor Improvements.
8. Public Utilities – Approved – Authorizing the execution of a Purchase Agreement for property located at 1665 Tollhouse Road, Clovis, CA from Anlin Industries in the amount of \$534,000.

PUBLIC HEARINGS

9. 6:56 - APPROVED - **RES. 20-01**, A REQUEST TO INITIATE PREZONING TO THE CLOVIS R-R (RURAL RESIDENTIAL – 1 DU/2 AC) ZONE DISTRICT FOR FOUR PROPERTIES LOCATED IN THE SOUTHWEST AREA OF TEAGUE AND N. FOWLER AVENUES. MULTIPLE PROPERTY OWNERS; WOODSIDE HOMES OF FRESNO, LP., APPLICANT; YAMABE & HORN ENGINEERING, INC., REPRESENTATIVE

Associate Planner George Gonzalez presented a report on a request to initiate prezoning to the Clovis R-R (Rural Residential – 1 DU/2 Ac) Zone District for four properties located in the southwest area of Teague and N. Fowler Avenues. The City recently received a request to initiate a prezone to accommodate a 74-lot single family residential development on the south side of Teague Avenue, between N. Sunnyside and N. Fowler Avenues and annexation of approximately 55 acres. The annexation boundary (see Attachment 3) has been established in cooperation with the Fresno Local Agency Formation Commission (LAFCo) and County of Fresno. All properties proposed to be annexed into the City are required to be prezoned consistent with the General Plan Land Use Diagram and, for this specific Project, the Dry Creek Preserve Master Plan. The boundary consists of fourteen properties, four of which are related to the proposed 74-lot single-family residential development (TM6284) and ten others which are required to create a logical boundary.

The applicant has requested authorization from the ten property owners to prezone and annex their properties. However, the applicant has been successful in obtaining only six authorizations. Therefore, the applicant is requesting that the Council initiate the prezoning process in accordance with Section 9.86.020 of the Clovis Development Code. Approval of this request will allow staff to continue to work on processing the development proposal, including scheduling public hearings before both the Planning Commission and City Council.

Matt Smith, Woodside Homes, developer, spoke in support of the request. Norman Morrison, area resident, indicated that he is opposed to the prezone as there are certain things such as with the Emergency Vehicle Access (EVA) that is unresolved and this action is premature. Adam Kook, area resident, raised concerns about the fees incurred for signing up for water and sewer connections. He specifically requested the fees be waived and having the developer allowing stubs to be installed in Teague Avenue. Paul Pierce, area resident, spoke in opposition to his property being included in the annexation. Valarie Urich, area resident, commented on and requested Council delay moving forward until the

issue of the EVA is reconciled. Marcus DiBuduo, area resident, raised concerns about the process.

Discussion by the Council. Motion by Councilmember Whalen, seconded by Councilmember Flores, for the Council to deny the request to initiate rezoning to the Clovis R-R (Rural Residential – 1 DU/2 Ac) Zone District for three properties located in the southwest area of Teague and N. Fowler Avenues. Motion carried 4-1 with Councilmember Mouanoutoua voting no.

ADMINISTRATIVE ITEMS

- 10. 8:40 - APPROVED – AUTHORIZATION OF CITY STAFF TO PROCEED WITH AN ASSESSMENT INCREASE ELECTION FOR LANDSCAPE MAINTENANCE DISTRICT NO. 1 BENEFIT ZONES 1 AND 5; AND AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FRANCISCO AND ASSOCIATES, INC. TO ADMINISTER THE LANDSCAPE MAINTENANCE DISTRICT ASSESSMENT INCREASE ELECTION.

Assistant Public Utilities Director Glenn Eastes presented a report on a request to proceed with the Landscape Maintenance District assessment increase election, and authorize the City Manager to enter into an agreement with Francisco & Associates, Inc. to administer the Landscape Maintenance District assessment increase election. The City of Clovis Landscape Maintenance District (LMD) No. 1 is comprised of 41 Benefit Zones that consist of parks, street-side landscaping, neighborhood monuments, lighting, and neighborhood roundabouts that benefit the properties within each of the zones. The properties in each zone are assessed to provide funding for landscape maintenance and the repair and replacement of monuments, lights, irrigation systems, and park amenities. Annually, staff analyzes the revenues, expenses, and reserves of each Landscape Benefit Zone to determine assessment rates. Staff is proposing an election in Benefit Zones 1 and 5 at this time. Eastes updated Council on the details of Benefit Zones 1 and 5. There being no public comment, Mayor Bessinger closed the public portion.

Discussion by the Council. Motion by Councilmember Ashbeck, seconded by Councilmember Flores, for the Council to authorize staff to proceed with the Landscape Maintenance District assessment increase election, and authorize the City Manager to enter into an agreement with Francisco & Associates, Inc. to administer the Landscape Maintenance District assessment increase election. Motion carried by unanimous vote.

CITY MANAGER COMMENTS

- 11. 8:56 - RECEIVED AND FILED - BRIEF UPDATE ON PROPOSED HOUSING LEGISLATION

City Manager Luke Serpa presented City Council an update on proposed housing legislation. Luke Serpa focused his comments on SB 50 regarding housing, and SB 743 regarding Vehicle Miles Traveled (VMT). This item was a receive and file and no action was taken.

COUNCIL ITEMS – 9:14

Councilmember Whalen commented on the pedestrian counter on the Old Town Trail and requested to have fixed.

Councilmember Mouanoutoua commented on attending a December 23, 2019 Habitat for Humanity home dedication for two homes in Clovis.

Mayor Bessinger indicated that he and Councilmember Mouanoutoua met with Director of the Veterans Administration today. He handed out a flyer on the proposed project at Herndon and Armstrong Avenues. He indicated that the issue they are having is funding and how quickly it could be built. He requested staff develop a letter of support to the Secretary of the Veteran’s Administration to help them expedite funding of the project.

COUNCIL COMMENTS

Mayor Bessinger adjourned the meeting of the Council to January 21, 2020

Meeting adjourned: 9:20 p.m.

Mayor

City Clerk



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department

DATE: January 21, 2020

SUBJECT: Finance – Receive and File – Treasurer’s Report for the Month of September 2019

ATTACHMENTS:

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

Attached for the Council’s information is the Treasurer’s Report for the month ended September 30, 2019.

Pursuant to Section 41004 of the Government Code of the State of California, the City Treasurer is required to submit a monthly report of all receipts, disbursements and fund balances. Attachment 1 provides a summary of the beginning balance, total receipts, total disbursements, ending balance for all funds, and a listing, by fund, of all month end fund balances. Attachment 2 summarizes the investment activity for the month and distribution, by type of investment, held by the City. Attachment 3 lists all investments with original maturities exceeding one year as of the month ended September 30, 2019.

Prepared by: Jeffrey Blanks, Deputy Finance Director

Reviewed by: City Manager LS

City of Clovis
Statement of Cash Balances
As of September 30, 2019

AGENDA ITEM NO. 2.

Previous Balance	\$	6,907,071.50
Deposits		20,763,293.68
Disbursements		(22,622,750.57)
Current Balance	\$	5,047,614.61

FUNDS	BALANCE
100 General Fund	\$ 4,478,101.11
201 Local Transportation	9,728,015.52
202 Parking and Business Improvements	48,145.95
203 Off Highway Use	68,723.46
205 Senior Citizen Memorial Trust	52,723.44
207 Landscape Assessment District	3,930,196.93
208 Blackhorse III (95-1) Assessment District	130,879.80
301 Park & Recreation Acquisition	5,960,180.46
305 Refuse Equipment Reserve	1,304,481.55
310 Special Street Deposit Fund	26,582,662.36
313 Successor Agency	525,111.90
314 Housing Successor Agency	1,889,600.61
402 1976 Fire Bond Redemption	25,475.23
404 1976 Sewer Bond Redemption Fund	396,268.94
501 Community Sanitation Fund	16,690,265.18
502 Sewer Service Fund	29,428,356.29
504 Sewer Capital Projects-Users	839,415.61
506 Sewer Capital Projects-Developer	5,357,900.09
507 Water Service Fund	51,338,328.42
508 Water Capital Projects-Users	4,540,381.75
509 Water Capital Projects-Developer	9,064,019.15
515 Transit Fund	1,921,315.67
540 Planning & Development Services	12,957,345.54
601 Property & Liability Insurance	948,374.26
602 Fleet Maintenance	11,995,157.29
603 Employee Benefit Fund	2,449,894.33
604 General Government Services	14,681,679.64
701 Curb & Gutter Fund	156,799.21
702 Sewer Revolving Fund	(614,241.28)
703 Payroll Tax & Withholding Fund	3,142,020.19
712 Temperance/Barstow Assmt Dist (98-1)	73,970.02
713 Shepherd/Temperance Assmt Dist (2000-1)	5,620.70
715 Supp Law Enforcement Serv	(130.86)
716 Asset Forfeiture	23,525.75
720 Measure A-Public Safety Facility Tax	10,774.83
736 SA Admin Trust Fund	1,421.40
741 SA Debt Service Trust Fund	(647,640.37)
747 Housing Successor Trust Fund	1,137.98
SUBTOTALS	\$ 219,486,258.05
999 Invested Funds	(214,438,643.44)
TOTAL	\$ 5,047,614.61

City of Clovis
Summary of Investment Activity
For the month of September 30, 2019

AGENDA ITEM NO. 2.

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<u>Balance of Investments Previous Month End</u>	<u>\$ 209,476,145.10</u>
 <u>Time Certificates of Deposit Transactions</u>	
Investments	500,000.00
Withdrawals	<u>(990,000.00)</u>
Total CD Changes	(490,000.00)
 <u>Other Changes</u>	
Government Securities	36,300.00
US Treasury Notes	0.00
Local Agency Investment Fund	0.00
Money Market	0.00
Sweep Account	<u>5,416,198.34</u>
Total Other Changes	<u>5,452,498.34</u>
Balance of Investments Current Month End	<u>\$ 214,438,643.44</u>

City of Clovis
Distribution of Investments
As of September 30, 2019

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Insured CD's	11,450,000.00
Government Securities	130,291,306.97
US Treasury Notes	0.00
Local Agency Investment Fund	65,000,000.00
Money Market	0.00
Sweep Account	<u>7,697,336.47</u>
Investment Total	<u>\$ 214,438,643.44</u>

City of Clovis
Original Maturities Exceeding One Year
As of September 30, 2019

AGENDA ITEM NO. 2.

<u>Institution</u>	<u>Face Value</u>	<u>Investment Balance At Amortized Cost</u>	<u>Maturity</u>	<u>Stated Rate</u>
FHLB	2,500,000.00	2,498,750.00	10/30/2019	1.625%
FNMA	3,000,000.00	3,000,000.00	11/15/2019	1.250%
FHLMCMTN	3,000,000.00	3,000,000.00	11/27/2019	1.300%
FFCB	2,500,000.00	2,502,117.00	12/5/2019	2.390%
FFCB	1,000,000.00	994,500.00	2/24/2020	1.400%
FHLB	1,000,000.00	1,008,596.72	3/13/2020	1.875%
FNAMAMTN	3,000,000.00	3,006,210.00	4/27/2020	1.700%
FNAMAMTN	3,000,000.00	3,007,770.00	4/27/2020	1.800%
FFCB	2,000,000.00	1,990,555.00	5/7/2020	1.320%
FHLMCMTN	2,500,000.00	2,498,750.00	5/22/2020	1.550%
FFCB	2,500,000.00	2,500,000.00	6/1/2020	1.670%
FHLB	5,000,000.00	5,000,000.00	6/26/2020	1.625%
FAMCMTN	2,500,000.00	2,500,000.00	6/29/2020	1.650%
FHLB	2,500,000.00	2,500,000.00	6/29/2020	1.640%
FFCB	5,000,000.00	5,000,000.00	7/6/2020	1.625%
FHLB	2,500,000.00	2,455,546.50	8/28/2020	1.680%
FHLB	2,500,000.00	2,465,677.50	8/28/2020	1.800%
FHLB	2,500,000.00	2,500,000.00	9/18/2020	1.600%
FNAMAMTN	2,500,000.00	2,500,000.00	10/13/2020	1.850%
FNMAD	2,400,000.00	2,442,365.00	10/28/2020	1.500%
FHLB	2,500,000.00	2,488,750.00	11/25/2020	1.950%
FFCB	3,000,000.00	3,000,000.00	12/22/2020	2.100%
FHLMCMTN	2,500,000.00	2,497,500.00	1/26/2021	2.150%
FHLMCMTN	2,500,000.00	2,477,875.00	2/16/2021	2.375%
FHLMCMTN	2,300,000.00	2,258,140.00	3/29/2021	1.875%
FAMCMTN	2,500,000.00	2,502,236.25	4/19/2021	2.650%
FFCB	2,500,000.00	2,452,750.00	5/17/2021	2.000%
FHLB	2,600,000.00	2,568,982.50	6/11/2021	3.625%
FHLB	2,400,000.00	2,418,750.00	6/14/2021	1.640%
FHLMCMTN	2,500,000.00	2,471,750.00	6/30/2021	1.500%
FAMCMTN	3,000,000.00	3,000,000.00	8/17/2021	2.750%
FFCB	2,000,000.00	1,998,520.00	8/27/2021	2.700%
FFCB	2,500,000.00	2,490,877.50	9/20/2021	2.850%
FFCB	2,500,000.00	2,500,200.00	12/17/2021	2.800%
FHLMCMTN	6,000,000.00	6,129,600.00	1/13/2022	2.375%
FFCB	2,500,000.00	2,498,750.00	1/24/2022	2.800%
FHLB	12,100,000.00	12,110,520.00	3/11/2022	2.500%
FFCB	6,000,000.00	5,979,668.00	3/28/2022	2.280%
FFCB	6,000,000.00	6,017,400.00	6/14/2022	1.875%
FAMC	6,000,000.00	6,024,900.00	6/21/2022	1.950%
FHLB	3,000,000.00	3,033,300.00	9/9/2022	2.000%



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department

DATE: January 21, 2020

SUBJECT: Finance – Receive and File – Investment Report for the Month of September 2019

ATTACHMENTS: 1. Distribution of Investments
2. Monthly Investment Transactions
3. Certificates of Deposit
4. Graph of September 30, 2019 Treasury Rates

Attached is the Investment Report for the month of September 2019. Shown in Attachment 1 is the distribution of investments which lists all the individual securities owned by the City with the book and market values. Book value is the actual price paid for the investment. Market value is the amount that the investment is worth if sold in the open market. The market value (which fluctuates daily) that is used in the report is as of the last working day of the month. Attachment 2 reflects the monthly investment transactions for the month of September 2019. Attachment 3 lists the certificates of deposit. Attachment 4 is a graph of Treasury rates on September 30, 2019.

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

1. Assets are invested in adherence with the safeguards and diversity of a prudent investor.
2. The portfolio is invested in a manner consistent with the primary emphasis on preservation of the principal, while attaining a high rate of return consistent with this guideline. Trading of securities for the sole purpose of realizing trading profits is prohibited.
3. Sufficient liquidity is maintained to provide a source for anticipated financial obligations as they become due.

- Investments may be made, consistent with the Investment Policy Guidelines, in fixed income securities maturing in three years or less and can be extended to five years with the City Manager's approval.

The Finance Department invests the City's assets with an expectation of achieving a total rate of return at a level that exceeds the annualized rate of return on short-term government guaranteed or insured obligations (90-day Treasury bills) and to assure that the principal is preserved with minimal risk of depreciation or loss. In periods of rising interest rates, the City of Clovis portfolio return may be less than that of the annualized 90-day Treasury bill. In periods of decreasing interest rates, the City of Clovis portfolio return may be greater than the annualized 90-day Treasury bill. The current 90-day Treasury bill rate (annualized) is 2.30%. The rate of return for the City of Clovis portfolio is 2.10%. The goal for the City of Clovis investment return is 120% of the 90-day Treasury bill rate. The current rate of return is 91% of the Treasury bill rate.

In accordance with the Investment Policy, the investment period on each investment does not exceed three years and can be extended to five years with the City Manager's approval. As of September 2019 the average investment life of the City's investment portfolio is 1.01 years.

Current Investment Environment and Philosophy

During the month of September 2019, the federal funds rate was reduced to 1.75%-2.00%. On September 30, 2019, the Treasury yield curve declines from 3-month to 5-year notes, followed by a slight increase from 5-year to 10-year notes.

Certificates of Deposit (CD's)

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

Purchases and Maturities

- 1 government security totaling \$3,000,000.00 was purchased.
- 1 government security totaling \$3,000,000.00 matured.
- 2 certificates of deposit totaling \$500,000 were purchased.
- 4 certificates of deposit totaling \$990,000 were called or matured.

Market Environment

- During September, the federal funds rate was reduced to 1.75%-2.00%.
- On September 30, the yield curve declines from 3-month to 5-year notes, followed by a slight increase from 5-year to 10-year notes. See Attachment 4, Graph of Treasury Rates on September 30, 2019.

Prepared by: Jeffrey Blanks, Deputy Finance Director

Reviewed by: City Manager LS

**City of Clovis
Distribution of Investments
As of September 30, 2019**

AGENDA ITEM NO. 3.

	<u>COST</u>	<u>NET BOOK VALUE</u>	<u>MARKET VALUE *</u>	<u>YIELD TO MATURITY</u>	<u>STATED INTEREST RATE</u>	<u>INVEST DATE</u>	<u>MATURITY DATE</u>	<u>DAYS TO MATURITY FROM 9/30/2019</u>
GOV'T SECURITIES								
FHLB	2,498,750	2,498,750	2,499,550	1.625%	1.625%	11/16/17	10/30/19	30
FNMA	3,000,000	3,000,000	2,997,390	1.250%	1.250%	11/16/16	11/15/19	46
FHLMCMTN	3,000,000	3,000,000	2,997,060	1.300%	1.300%	11/28/16	11/27/19	58
FFCB	2,502,117	2,502,117	2,502,425	2.390%	2.390%	06/05/18	12/05/19	66
FFCB	994,500	994,500	998,350	1.400%	1.400%	03/30/17	02/24/20	147
FHLB	1,008,597	1,008,597	1,000,060	1.875%	1.875%	03/22/17	03/13/20	165
FNAMAMTN	3,006,210	3,006,210	2,995,920	1.700%	1.700%	05/02/17	04/27/20	210
FNAMAMTN	3,007,770	3,007,770	2,998,890	1.800%	1.800%	05/02/17	04/27/20	210
FFCB	1,990,555	1,990,555	1,994,000	1.320%	1.320%	08/31/17	05/07/20	220
FHLMCMTN	2,498,750	2,498,750	2,494,875	1.550%	1.550%	05/25/17	05/22/20	235
FFCB	2,500,000	2,500,000	2,497,500	1.670%	1.670%	06/01/17	06/01/20	245
FHLB	5,000,000	5,000,000	4,991,600	1.625%	1.625%	06/26/17	06/26/20	270
FAMCMTN	2,500,000	2,500,000	2,498,875	1.650%	1.650%	07/27/17	06/29/20	273
FHLB	2,500,000	2,500,000	2,497,050	1.640%	1.640%	07/27/17	06/29/20	273
FFCB	5,000,000	5,000,000	4,992,800	1.625%	1.625%	07/06/17	07/06/20	280
FHLB	2,455,547	2,455,547	2,497,550	1.680%	1.680%	06/01/18	08/28/20	333
FHLB	2,465,678	2,465,678	2,498,600	1.800%	1.800%	01/18/18	08/28/20	333
FHLB	2,500,000	2,500,000	2,493,025	1.600%	1.600%	03/16/18	09/18/20	354
FNAMAMTN	2,500,000	2,500,000	2,497,325	1.850%	1.850%	09/18/17	10/13/20	379
FNMAD	2,442,365	2,442,365	2,490,050	1.500%	1.500%	12/22/17	10/28/20	394
FHLB	2,488,750	2,488,750	2,494,875	1.950%	1.950%	11/16/17	11/25/20	422
FFCB	3,000,000	3,000,000	3,000,090	2.100%	2.100%	03/01/18	12/22/20	449
FHLMCMTN	2,497,500	2,497,500	2,500,550	2.150%	2.150%	01/26/18	01/26/21	484
FHLMCMTN	2,477,875	2,477,875	2,520,225	2.375%	2.375%	08/02/18	02/16/21	505
FHLMCMTN	2,258,140	2,258,140	2,300,253	1.875%	1.875%	06/01/18	03/29/21	546
FAMCMTN	2,502,236	2,502,236	2,531,075	2.650%	2.650%	06/28/18	04/19/21	567
FFCB	2,452,750	2,452,750	2,493,400	2.000%	2.000%	12/13/18	05/17/21	595
FHLB	2,568,983	2,568,983	2,579,400	3.625%	3.625%	06/28/18	06/11/21	620
FHLB	2,418,750	2,418,750	2,481,500	1.640%	1.640%	08/02/18	06/14/21	623
FHLMCMTN	2,471,750	2,471,750	2,497,325	1.500%	1.500%	02/22/19	06/30/21	639
FAMCMTN	3,000,000	3,000,000	3,051,150	2.750%	2.750%	09/06/18	08/17/21	687
FFCB	1,998,520	1,998,520	2,034,960	2.700%	2.700%	09/06/18	08/27/21	697
FFCB	2,490,878	2,490,878	2,552,725	2.850%	2.850%	10/05/18	09/20/21	721
FFCB	2,500,200	2,500,200	2,557,800	2.800%	2.800%	12/17/18	12/17/21	809
FAMC	6,129,600	6,129,600	6,092,400	2.375%	2.375%	08/30/19	01/13/22	836
FFCB	2,498,750	2,498,750	2,503,175	2.800%	2.800%	01/24/19	01/24/22	847
FHLB	12,110,520	12,110,520	12,247,200	2.500%	2.500%	04/25/19	03/11/22	893
FFCB	5,979,668	5,979,668	6,049,638	2.280%	2.280%	03/28/19	03/28/22	910
FFCB	6,017,400	6,017,400	6,037,380	1.875%	1.875%	06/27/19	06/14/22	988
FAMC	6,024,900	6,024,900	6,032,760	1.950%	1.950%	07/25/19	06/21/22	995
FHLB	3,033,300	3,033,300	3,031,170	2.000%	2.000%	09/26/19	09/09/22	1,075
SECURITIES TOTAL	<u>\$ 130,291,307</u>	<u>\$ 130,291,307</u>	<u>\$131,021,946</u>					
LAIF		<u>\$ 65,000,000</u>	<u>\$ 65,000,000</u>					
MONEY MARKET (Rabo)		<u>\$ -</u>	<u>\$ -</u>					
Sweep Account (Union Bank)		<u>\$ 7,697,336</u>	<u>\$ 7,697,336</u>					
TOTAL CD'S		<u>\$ 11,450,000</u>	<u>\$ 11,548,899</u>					
TOTAL INVESTMENTS		<u>\$ 214,438,643</u>	<u>\$ 215,268,182</u>					

* Market values for securities obtained from US Bank.

City of Clovis
Monthly Investment Transactions
As of September 30, 2019

AGENDA ITEM NO. 3.

Institution	Description	Activity	Amount	Market Value	Rate	Activity Date	Maturity Date
Ally Bank	CD	Maturity	245,000	245,000	1.300%	09/16/19	09/16/19
Ally Bk Midvale Utah	CD	Purchase	250,000	250,000	1.850%	09/19/19	09/19/22
Atlantic Stewardship Bk	CD	Maturity	245,000	245,000	1.200%	09/30/19	09/30/19
FHLB	Gov Security	Purchase	3,000,000	3,033,300	2.000%	09/26/19	09/09/22
FHLMCMTN	Gov Security	Maturity	3,000,000	2,997,000	1.500%	09/27/19	09/27/19
Hamni Bank	CD	Maturity	250,000	250,000	2.100%	09/09/19	09/09/19
Saco Biddeford Svgs Instrn	CD	Full Call	250,000	250,000	2.600%	09/28/19	09/28/19
Usalliance Fed Cr Union	CD	Purchase	250,000	250,000	1.950%	09/30/19	09/30/22

PORTFOLIO DATA

Current Month (09/19)

	<u>Book</u>	<u>Market</u>
CD'S	\$ 11,450,000	\$ 11,548,899
Gov't Securities*	130,291,307	131,021,946
LAIF	65,000,000	65,000,000
Sweep Account (Union Bank)	7,697,336	7,697,336
TOTAL	\$ 214,438,643	\$215,268,182

One Month Previous (08/19)

	<u>Book</u>	<u>Market</u>
CD'S	\$ 11,940,000	\$12,041,843
Gov't Securities*	130,255,007	131,185,573
LAIF	65,000,000	65,000,000
Sweep Account (Union Bank)	2,281,138	2,281,138
TOTAL	\$ 209,476,145	\$ 210,508,554

Three Months Previous (06/19)

	<u>Book</u>	<u>Market</u>
CD'S	\$ 12,670,000	\$12,713,242
Gov't Securities*	123,588,962	124,187,773
LAIF	65,000,000	65,000,000
Sweep Account (Union Bank)	31,967,930	31,967,930
TOTAL	\$ 233,226,892	\$ 233,868,945

Six Months Previous (03/19)

	<u>Book</u>	<u>Market</u>
CD'S	\$ 12,905,000	\$ 12,891,345
Gov't Securities*	122,139,088	121,959,354
LAIF	65,000,000	65,000,000
Sweep Account (Union Bank)	10,995,694	10,995,694
TOTAL	\$ 211,039,782	\$ 210,846,393

One Year Previous (09/18)

	<u>Book</u>	<u>Market</u>
CD'S	\$ 11,880,000	\$ 11,768,335
Gov't Securities*	101,599,236	100,283,029
LAIF	65,000,000	65,000,000
Sweep Account (Union Bank)	13,374,094	13,374,094
TOTAL	\$ 191,853,331	\$ 190,425,458

*Adjusted Quarterly for Premium/Discount Amortization

**City of Clovis
Certificates of Deposit
As of September 30, 2019**

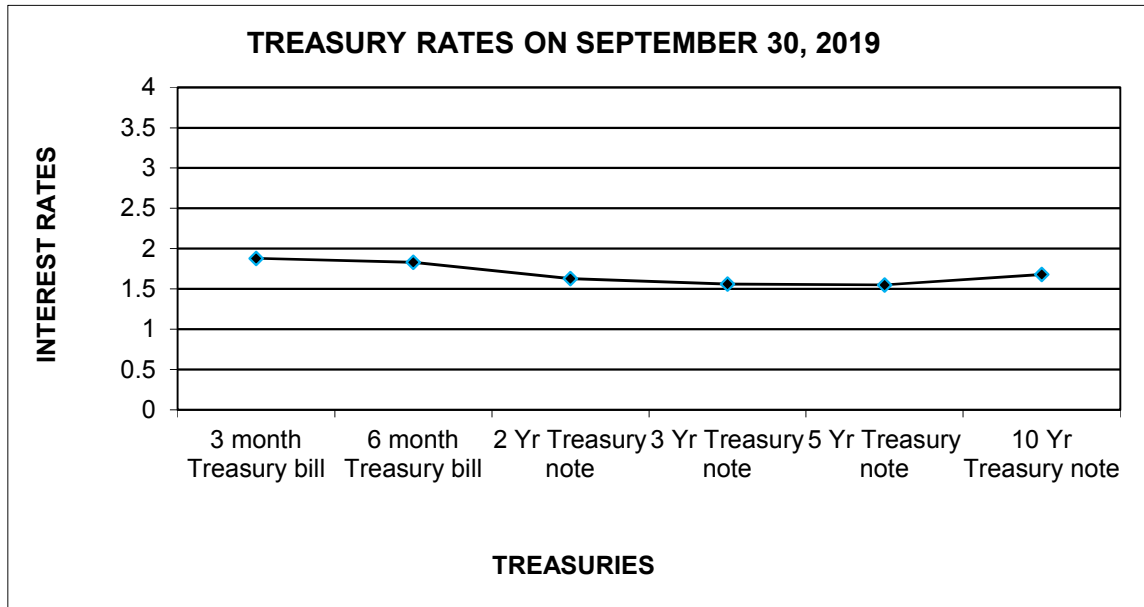
AGENDA ITEM NO. 3.

Negotiable CDs	COST	MARKET PRICE	INTEREST RATE	INVEST DATE	MATURITY DATE	MATURITY FROM 09/30/19	INTEREST FREQUENCY
First Technology Fed Cr Un Mtn	250,000	249,990.00	1.800%	10/16/17	10/16/19	16	MONTHLY
Morton Community Bank	245,000	244,791.75	1.500%	12/15/16	12/16/19	77	SEMI-ANNUALLY
Sallie Mae	245,000	244,902.00	1.750%	01/11/17	01/13/20	105	SEMI-ANNUALLY
Stearns Bank	245,000	244,757.45	1.600%	02/10/17	02/10/20	133	MONTHLY
Crescent Bank	245,000	244,713.35	1.550%	02/15/17	02/14/20	137	MONTHLY
Pyramax Bank	245,000	244,755.00	1.600%	02/17/17	02/18/20	141	MONTHLY
American Express	245,000	245,080.85	1.900%	04/17/17	04/06/20	189	MONTHLY
First Bank	245,000	250,092.50	1.600%	04/17/17	04/20/20	203	MONTHLY
Ion Bank	245,000	244,688.85	1.600%	04/17/17	04/20/20	203	MONTHLY
Communitywide	250,000	250,227.50	1.950%	12/01/17	06/01/20	245	MONTHLY
Nthwt Dist Ch8	250,000	249,812.50	1.700%	06/16/17	06/16/20	260	MONTHLY
Tbk Bank Ssb	250,000	249,957.50	1.800%	06/23/17	06/23/20	267	MONTHLY
Amer Natl	250,000	249,802.50	1.700%	07/12/17	07/13/20	287	MONTHLY
Mb Financial Bank	250,000	249,997.50	1.800%	08/10/17	08/10/20	315	MONTHLY
East Boston Svgs Bk Boston Ma	250,000	250,000.00	1.800%	09/28/17	09/28/20	364	MONTHLY
Medallion Bk Salt Lake City Utah	250,000	250,122.50	1.850%	09/29/17	09/29/20	365	MONTHLY
Eagle Bank	250,000	251,727.50	2.500%	03/29/19	09/29/20	365	QUARTERLY
Illinois Cmnty	250,000	250,577.50	2.000%	11/28/17	11/30/20	427	MONTHLY
First Bank	250,000	244,688.85	2.300%	02/06/18	02/08/21	497	MONTHLY
Merrick Bank	250,000	252,667.50	2.550%	03/09/18	03/09/21	526	MONTHLY
Towne Bank	250,000	253,477.50	2.700%	04/27/18	04/27/21	575	MONTHLY
Citibank	250,000	254,455.00	2.900%	05/22/18	05/24/21	602	MONTHLY
University Of Iowa Cmnty Fcu	250,000	254,497.50	2.900%	05/24/18	05/28/21	606	MONTHLY
B Bay Llc	250,000	255,027.50	3.000%	06/15/18	06/15/21	624	MONTHLY
Connectone Bk Englewood Cliffs	250,000	255,042.50	3.000%	06/15/18	06/15/21	624	MONTHLY
Bar Harbor Bank Trust	250,000	255,157.50	3.000%	06/29/18	06/29/21	638	MONTHLY
Keesler Fed Cr Un	250,000	255,882.50	3.050%	02/20/19	08/30/21	700	QUARTERLY
Ubs Bank Usa	250,000	257,220.00	3.200%	11/07/18	11/08/21	770	MONTHLY
Mountain America Fd Credit	250,000	257,282.50	3.200%	11/15/18	11/15/21	777	MONTHLY
Jp Morgan Chase	250,000	250,780.00	3.000%	01/18/19	01/18/22	841	SEMI-ANNUALLY
Wells Fargo	250,000	256,732.50	3.000%	01/18/19	01/18/22	841	MONTHLY
Security First	250,000	250,882.50	3.000%	01/25/19	01/25/22	848	QUARTERLY
Goldman Sachs Bk USA Ny	245,000	250,706.05	2.800%	02/20/19	02/22/22	876	QUARTERLY
Tiaa FSB Jacksonville Fla	245,000	250,992.70	2.850%	02/28/19	02/22/22	876	QUARTERLY
Comenity Capital Bank	250,000	254,685.00	2.550%	04/30/19	04/29/22	942	QUARTERLY
Jefferson Financial Bank	250,000	251,330.00	2.650%	05/15/19	05/16/22	959	QUARTERLY
Synchrony Bank	250,000	254,110.00	2.450%	05/17/19	05/17/22	960	QUARTERLY
First State Bank of Dequeen	250,000	251,245.00	2.000%	07/26/19	05/26/22	969	QUARTERLY
Flagstar Bank	250,000	254,542.50	2.500%	06/12/19	06/13/22	987	QUARTERLY
Capital One Bank	250,000	253,580.00	2.350%	06/19/19	06/20/22	994	QUARTERLY
Morgan Stanley Bank	250,000	251,987.50	2.100%	07/25/19	07/25/22	1,029	QUARTERLY
Capital One Bank	250,000	252,357.50	2.150%	08/07/19	08/08/22	1,043	QUARTERLY
Enerbank USA Salt Lake City	250,000	251,662.50	2.050%	08/07/19	08/08/22	1,043	QUARTERLY
Raymond James Bank	250,000	250,627.50	1.900%	08/23/19	08/23/22	1,058	QUARTERLY
Ally Bank Midvale	250,000	250,275.00	1.850%	09/19/19	09/19/22	1,085	MONTHLY
Usalliance Fed Cr Union	250,000	251,007.50	1.950%	09/30/19	09/30/22	1,096	MONTHLY
Negotiable CD TOTAL	<u>\$ 11,450,000</u>	<u>\$ 11,548,899</u>					
CD TOTAL	<u>\$ 11,450,000</u>	<u>\$ 11,548,899</u>					

**CITY OF CLOVIS
FINANCE DEPARTMENT
SEPTEMBER 30, 2019 TREASURY RATES**

Treasury Rates as of September 30, 2019

3 month Treasury bill	1.88
6 month Treasury bill	1.83
2 Yr Treasury note	1.63
3 Yr Treasury note	1.56
5 Yr Treasury note	1.55
10 Yr Treasury note	1.68



As indicated in the above graph, treasuries decline from 3-month to 5-year notes, followed by a slight increase from 5-year to 10-year notes.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department

DATE: January 21, 2020

SUBJECT: Finance – Receive and File – Status Report of Development Fee Funds for the fiscal year ended June 30, 2019

CONFLICT OF INTEREST

None

RECOMMENDATION

That the Council receive and file the report on the status of the development fee funds.

EXECUTIVE SUMMARY

State law (Government Code Section 66006) requires that local agencies shall make available to the public certain information relative to development impact fees.

BACKGROUND

Per law, the City is providing account information relative to development impact fees. This information includes the following:

1. A description of the fee.
2. The amount of the fee.
3. The beginning and ending balance of the fee account.
4. The amount of the fee collected and interest earned.
5. Identification of the public improvements for which the fee was expended, the amount of the expenditure and the percentage funded by the fee.
6. The date by which construction will begin if sufficient funds are available.
7. A description of each fund transfer or loan from the account.
8. The amount of refunds made of unexpended funds once all projects for which the fee was imposed are complete.

The City of Clovis has established the following development fees that are collected at various stages of the development process:

1. Sewer Major Facilities Fee
2. Sewer Oversize Acreage Fee
3. Sewer Front Footage Fee
4. Water Major Facilities Fee
5. Water Oversize Acreage Fee
6. Water Front Footage Fee
7. Water Supply Fee
8. Community Sanitation Fee
9. Park Acquisition and Development Fee
10. Major Street Fees
 - Outside Travel Lane Fee
 - Center Travel Lane Fee
 - Traffic Signal Fee
 - Bridge Fee
 - Quad Intersection Fee
 - Underground Overhead Utilities Fee
 - Street Fee Administration Charge
11. Fire Department Fee
12. Police Department Fee
13. Library Facilities Fee

The following is the required information provided for each of the above fees for fiscal year 2018-19:

1. **Sewer Major Facilities Fee:** The Sewer Major Facilities Fee is for the construction of the Clovis Sewage Treatment Water Reuse Facility (STWRF) and the capital improvement costs required for upgrading of the Regional Sewer Treatment Plant, as well as debt service payments related to the bond issues to construct the improvements. The fee for 2018-19 was \$7,500 per equivalent dwelling unit (EDU). Most of these funds are committed to repayment of Sewer Bonds.

Beginning Balance 2018-19	\$577,986
Plus: Fee Revenue	6,917,420
Interest	36,192
Loan from Users for Bonds	1,700,000
Less: Expenditures	6,337,491
Transfers out: Debt Service	427,000
Transfers out: Projects	220,000
Ending Balance 2018-19	\$2,247,107

2. **Sewer Oversize Fee:** The Sewer Oversize Fee is for sewer mains greater than 8" in diameter, and/or mains 8" in diameter or greater that are installed deeper than 8', to provide adequate capacity for future development. The fee for 2018-19 was \$949.00 per gross acre. The fee is used to reimburse developers who have installed the lines. Disbursement is made based on the developer's claim.

Beginning Balance 2018-19	\$66,288
Plus: Fee Revenue	194,535
Less: Expenditures	<u>195,635</u>
Ending Balance 2018-19	\$65,188

3. **Sewer Front Footage Fee:** The Sewer Front Footage Fee is for the reimbursement of sewer mains previously installed. The fee for 2018-19 was \$18.05 per linear foot. The fee is used to reimburse developers who have installed the lines. Disbursement is made based on the developer's claim.

Beginning Balance 2018-19	\$1,265,369
Plus: Fee Revenue	74,708
Less: Expenditures	<u>0</u>
Ending Balance 2018-19	\$1,340,077

4. **Water Major Facilities Fee:** The Water Major Facilities Fee is for the construction of water wells, well site acquisitions, well head treatment, auxiliary power systems, reservoirs, surface-water treatment facilities, and debt service payments related to bond issues to construct the improvements. The fee for 2018-19 was \$4,774 per unit. The transfer in from the Water Enterprise represents the Enterprise customers' share of debt service on the surface water treatment plant.

Beginning Balance 2018-19	\$1,530,405
Plus: Fee Revenue	8,653,022
Interest	166,691
Transfers In – Debt Service	751,000
Less: Expenditures	5,159,315
Repayment of Loans from Users	<u>1,500,000</u>
Ending Balance 2018-19	\$4,441,803

5. **Water Oversize Fee:** The Water Oversize Fee is to provide reimbursement for the oversize cost increment of water mains 12" in diameter or greater than must be installed to insure adequate pressure and volume throughout the system. The fee for 2018-19 was \$1,342 per gross acre. The fee is used to reimburse developers who have installed the lines. Disbursement is made based on the developer's claim.

Beginning Balance 2018-19	\$117,071
Plus: Revenue	249,452
Less: Expenditures	<u>0</u>
Ending Balance 2018-19	\$366,523

6. **Water Front Footage Fee:** The Water Front Footage Fee is for reimbursement of water mains previously installed. The fee for 2018-19 was \$21.85 per linear foot. The fee is used to reimburse developers who have installed the lines. Disbursement is made based on the developer's claim.

Beginning Balance 2018-19	\$1,694,905
Plus: Revenue	110,900
Less: Expenditures	<u>0</u>
Ending Balance 2018-19	\$1,805,805

7. **Water Supply Fee:** The Water Supply Fee pays for the cost to acquire additional water supply for properties with development intensities that will exceed the current water entitlement. For properties within the Fresno Irrigation District (FID), the entitlement is 2.1 acre-feet/year. The current cost to acquire annual water supply is \$1,250 per acre-foot.

Beginning Balance 2018-19	\$985,588
Plus: Revenue	103,532
Less: Expenditures	<u>0</u>
Ending Balance 2018-19	\$1,089,120

8. **Community Sanitation Fee:** The Community Sanitation Fee is for the purchase of toters, commercial bins, disposal trucks, and street sweeping equipment. The fee for 2018-19 was \$393 per EDU for single family and \$223 per EDU for multi-family, commercial, and churches. The fee is transferred to the Refuse Enterprise as purchases are made.

Beginning Balance 2018-19	\$1,513,865
Plus: Revenue	386,394
Interest	23,869
Less: Expenditures	2,616
Transfers Out	<u>880,000</u>
Ending Balance 2018-19	\$1,041,512

9. **Park Acquisition and Development Fee:** The Park Acquisition and Development Fee is for the purchase of parkland and the construction of improvements for regional and community parks. The fee for 2018-19 was \$3,431 per EDU.

Beginning Balance 2018-19	\$6,259,419
Plus: Revenue - Fees	3,166,326
Interest	155,276
Other-Grants	970,954
Less: Expenditures	<u>1,635,346</u>
Ending Balance 2018-19	\$8,916,629

10. **Major Street Fees:** The Street fees include fees for center travel lane improvements, outside travel lane improvements, construction of bridges, construction of traffic signals, under-grounding of utilities, quad intersections, and administration. The fees are specific to certain areas within the City based on the infrastructure requirements and development characteristics of the areas.

Outside Travel Lane Fee: The fee is to reimburse developers for Outside Travel Lane improvements that were constructed with their project in excess of the development's proportionate share.

Center Travel Lane Fee: The fee is to reimburse developers for Center Travel Lane improvements that were constructed with their project, in excess of the development's proportionate share.

Traffic Signal Fee: The fee is for the reimbursement for the cost to install traffic signals either by the City or developers in excess of the development's proportionate share.

Bridge Fee: The fee is for the reimbursement for the cost to construct bridges and culverts either by the City or developers in excess of the development's proportionate share.

Quad Intersection Fee: The fee is for the reimbursement for the cost to construct quad intersection improvements either by the City or developers in excess of the development's proportionate share.

Undergrounding Overhead Utilities: The fee provides a funding source for the City to underground existing overhead utilities or to reimburse developers for the undergrounding of existing overhead utilities in excess of the development's proportionate share. Under-grounding of existing overhead utilities includes the undergrounding along certain arterial and collector streets.

Beginning Balance 2018-19	\$5,208,461
Plus: Revenue	6,014,856
Less: Expenditures	<u>1,648,336</u>
Ending Balance 2018-19	\$9,574,981

Street Fee Administration Charge: The fee has been \$0 since December 31, 2003. Administrative charges for the administrative work performed by the City staff to collect, track, and reimburse the street fees program has come from interest earnings. Interest earnings have also covered applicable interest charges on developer's reimbursement requests. Due to the dwindling fund balance, administration charges will need to be reinstated as part of an upcoming fee update.

Beginning Balance 2018-19	\$568
Plus: Interest	611,629
Less: Expenditures	<u>579,572</u>
Ending Balance 2018-19	\$32,625

- 11. Fire Department Fee:** The Fire Department Fee was established in June 1997 to construct, equip and furnish fire stations. The fee for 2018-19 was \$1,014.00 per EDU.

Beginning Balance 2018-19	\$636,741
Plus: Revenue	1,378,072
Less: Expenditures	<u>0</u>
Ending Balance 2018-19	\$2,014,813

- 12. Police Department Fee:** The Police Department Fee was established in May 2000 for development to contribute to providing police equipment and facilities as community growth requires. During the 2018-19 year, applicable expenses for this fee exceeded the revenues collected and will be applied to future revenues collected.

Beginning Balance 2018-19	\$0
Plus: Revenue	88,603
Less: Expenditures	<u>88,603</u>
Ending Balance 2018-19	\$0

- 13. Library Facilities Fee:** The Library Facilities Fee was established in April 2008 and became effective July 1, 2008. This fee is to provide a portion of the funding needed to provide library facilities within the City of Clovis. The fee for 2018-19 was \$604.00 per unit for single-family and \$494.00 per unit for multi-family and assisted living/group homes.

Beginning Balance 2018-19	\$554,203
Plus: Revenue	545,901
Less: Expenditures	<u>24,278</u>
Ending Balance 2018-19	\$1,075,826

FISCAL IMPACT

This report provides a status of the development fees charged by the City. It provides a good indication of available balances for projects or reimbursements where applicable.

REASON FOR RECOMMENDATION

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

ACTIONS FOLLOWING APPROVAL

Copies of the report will be made available to any member of the public who requests a copy.

Prepared by: Jeffrey Blanks, Deputy Finance Director
Reviewed by: City Manager LS



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: January 21, 2020

SUBJECT: General Services - Approval – Waive Bidding Requirements and Approve HVAC Building Automation System Contract with Trane.

ATTACHMENTS: 1. Vendor Agreement

CONFLICT OF INTEREST

None

RECOMMENDATION

Waive usual bidding requirements and enter into a contract with Trane for upgrading the existing building automation system (BAS) for \$193,835. Trane is also offering licensing and warranties for ongoing service for \$17,800. Total cost of the BAS upgrade and service proposal is \$211,635.

EXECUTIVE SUMMARY

The City’s HVAC equipment is equipped with Trane’s Tracer Summit building automation system (BAS) that manages the scheduling, temperature ranges and energy efficiency throughout 90% of all City facilities. The current BAS was installed in 1999 and has become antiquated with parts availability scarce. Building automation systems typically have a functional and technical lifespan of 15 years. Purchasing and installing an upgraded system now will alleviate the probability of a delayed or unrepairable failure in the future.

Staff is recommending entering into a contract with Trane to upgrade the existing Tracer Summit BAS to Tracer SC at the Civic Center, Operations and Maintenance Services Center and the Public Safety Facility for \$193,835. Staff finds Trane’s project proposal to be competitive and reasonable for the scope of work.

Staff’s recommendation to stay with the Tracer BAS platform is based upon its proven tenure in terms of dependability, the fact that our current system has outlived its projected 15-year lifespan by 33%, it’s compatibility with the City’s existing HVAC equipment (85% Trane

product), its ability to adapt to our existing communication infrastructure and minimizing the “learning curve” with staff’s existing knowledge of how to program and troubleshoot, using Tracer Summit BAS. Trane’s Tracer BAS is 100% American made, with all parts manufactured and assembled in White Bear Lake, Minnesota.

Under the California Uniform Public Construction Cost Accounting Act (CUPCCAA), the City can informally bid projects that cost up to \$200,000. Staff invited vendors to provide presentations of their systems but did not pursue a bidding process. Staff has determined that formal or informal bidding for the BAS work would not affect the selection outcome and would not produce any advantage to the City. (See Graydon v. Pasadena Redevelopment Agency (1980) 104 Cal.App.3d 631; see also Public Contract Code section 3400, subdiv. (c).) Therefore, direct contracting without competitive bidding is appropriate for this project.

BACKGROUND

The City’s BAS is antiquated and in need of replacement. The project was to occur during FY18/19 and was appropriately funded. These funds have since been re-appropriated to the FY19/20 Department Support Division budget for scheduled project completion this fiscal year. This project has undergone analysis and planning and has been scheduled for implementation for the past two years.

BAS’s Purpose

The BAS programs and manages a building’s climate, lighting, energy consumption, scheduling and other controllable features through individual building control units. Designated staff members within the Facilities Maintenance Section have the ability to set specific parameters on the BAS as well as use the system for trouble-shooting tasks from their PC work station, tablet or smart phone, without the need to initially visit the site. The benefits of a BAS include energy savings, maintaining a comfortable interior building environment, reduce maintenance costs and simplify building operations.

History

The City’s current BAS, known as Tracer Summit, was first manufactured by Trane in 1992. They have been developing and manufacturing HVAC controls since 1977 and are a leader in their industry. Trane designed and installed the existing BAS in 1999. The lifespan of a BAS in terms of functionality, technology and parts availability is typically fifteen (15) years. Parts and components for our current system are not readily available and often times are purchased from online companies specializing in “new old stock”, second-hand suppliers and in some cases, Ebay. Parts for this system are no longer manufactured.

Procurement

The City has adopted the CUPCCAA purchasing procedures which permit informal bidding for capital projects that cost up to \$200,000. Staff looked at two (2) different BAS options and invited the vendors to provide presentations of their systems, with an emphasis of how their system would integrate with our current equipment, and installed an alternative system in the Council Chambers to fully evaluate and analyze functionality and integration of this BAS versus the Tracer BAS platform. Staff determined that the alternative system did not integrate well with the existing Tracer Summit BAS.

The following reasons justify waiving bidding requirements and contracting directly with Trane:

- The Tracer Summit BAS platform has a proven tenure in terms of dependability, with our current system outliving its projected 15-year lifespan by 33%.
- The Tracer platform is the best system for function and compatibility when considering the City’s existing HVAC equipment (the City’s existing HVAC equipment is 85% Trane product).
- The City is currently using the upgraded Tracer SC platform at Fire Stations #1 & #5.
- The Tracer BAS platform promotes uniformity of the BAS system City-wide.
- The Tracer BAS platform is able to adapt to our existing communication infrastructure and minimize staff’s “learning curve” with their existing knowledge of how to program and troubleshoot using Tracer Summit BAS.
- Continued use of the Tracer BAS platform will avoid the need to replace or significantly modify the existing HVAC equipment.
- Trane was the designer and installer of our current BAS, has a thorough knowledge of the system’s infrastructure, and has the schematic designs from the original BAS system and installation, which can be used in the upgrade of the Tracer Summit BAS platform.
- Any other system would require new engineering drawings and significant modifications to existing HVAC systems for proper function and compatibility.
- By using Trane for the BAS upgrade, the City will not need to retain an engineer and pay for schematic designs for the BAS replacement by another service provider.
- Trane has a regional office and parts warehouse in Fresno located within 3 miles of our Civic Center, which provides easy access to parts and/or technicians in an emergency situation.
- There is an ongoing working relationship between City staff and Trane’s local staff that has proved positive.

Staff is recommending entering into a contract with Trane to upgrade the existing Tracer Summit BAS to Tracer SC at the Civic Center, the Operations and Maintenance Services Center and the Public Safety Facility. Trane provided pricing for the noted scope of work and Trane responded with their proposal for the upgrade project and ongoing service costs for licensing and warranties, noting the following cost breakdown:

BUILDING AUTOMATION SYSTEM PROPOSAL COST BREAKDOWN	
Project Base Price	\$193,835
Tracer Enterprise Server License for 3 years	\$7,800
Additional Parts and Labor Warranty for years 2-5	\$10,000
TOTAL CONTRACT PRICE	\$211,635

Staff finds this project proposal to be competitive and reasonable for the scope of work. This will result in immediate and long-term cost savings to the City. Based on the system needs, financial benefits, market participants, and pricing, formal public bidding for the BAS work would not affect the selection outcome and would not produce any advantage to the City. (See Graydon v. Pasadena Redevelopment Agency (1980) 104 Cal.App.3d 631; see also Public Contract Code section 3400, subdiv. (c).) Therefore, procurement without competitive bidding is appropriate for this project.

FISCAL IMPACT

Trane’s proposed project price is \$193,835, with ongoing service costs of \$17,800, for a total contract price of \$211,635. This project was scheduled for implementation during FY18/19 and was appropriately funded. The project’s FY18/19 funding has been re-appropriated to the FY19/20 budget, therefore, there will be no fiscal impact to the City’s budget.

REASON FOR RECOMMENDATION

The City’s current BAS is antiquated with current technology and parts availability limited for our efforts to keep the system functional. The project has been analyzed and scheduled for the past two years, with staff exploring different options, procurement methods and BAS systems, prior to reaching the current conclusion noted.

ACTIONS FOLLOWING APPROVAL

Staff will submit contract documents for City Manager approval to initiate implementation of Tracer SC BAS at the Civic Center, the Operations and Maintenance Services Center and the Public Safety Facility for the project price of \$193,835, with ongoing service costs of \$17,800, for a total contract price of \$211,635. Once fully executed, Facilities Maintenance staff will coordinate and schedule contractor implementation.

Prepared by: Stephen Frankian, Facilities Maintenance and Purchasing Manager

Reviewed by: City Manager LS

**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 work 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.
- 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. If there is a conflict between the scope of the Proposal and this Agreement, this Agreement shall control. The contractual terms and conditions detailed on page #4 through page #6 of the Proposal, shall have no force or effect with respect to this Agreement and the Services performed by Consultant.
- 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. Consultant is engaged in an independently established trade, occupation, or business to perform the services required by this Agreement and is hereby retained to perform work that is outside the usual course of City's business. Consultant is free from the control and direction of City in connection with the manner of performance of the work. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Consultant's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees or subcontractors, any claim or right of action against City.
- 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, bonded, and/or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement, as may be required by law. Consultant and its subcontractors, 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; (c) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement; and (d) require the payment of prevailing wages in accordance with State and Federal law, if applicable.

7A. Prevailing Wages. Where applicable, Consultant shall be responsible for the payment of prevailing wages in accordance with State and Federal law. Consultant shall further be responsible for ensuring any subcontractors comply with any requirements for the payment of prevailing wages in accordance with State and Federal law, if applicable.

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 or other electronic devices ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of 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 electronic devices, 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

CITY OF CLOVIS

By: _____

By: _____
Luke Serpa, City Manager

Date: _____

Date: _____

Party Identification and Contact Information:

[Consultant]
Trane U.S., Inc.
Attn: Dale White
Area Manager
4145 Delmar Avenue
Rocklin, CA 93727
djwhite@trane.com
916-577-1104 [Phone Number]

City of Clovis
General Services Department
Attn: Stephen Frankian
Facilities Maintenance & Purchasing Manager
1033 Fifth Street
Clovis, CA 93612
StephenF@cityofclovis.com
(559)324-2705

ATTEST

_____, City Clerk

APPROVED AS TO FORM

_____, City Attorney

EXHIBIT A

DESCRIPTION OF SERVICES

SCOPE OF SERVICES

Provide all labor and materials to upgrade the existing Tracer Summit building automation systems at Clovis Civic Center, Public Safety Facility and Corporation Yard as outlined in “Exhibit B” Scope of Work.

COMPENSATION AND BILLING

In consideration of services rendered hereunder, City shall pay to Consultant all sums due and owing as determined by the rates set forth below. Payment shall be made within fifteen (15) days after receipt of an approved invoice.

Consultant shall provide HVAC services as outlined in this Agreement and the Proposal not to exceed:

Project base price:	\$193,835
Tracer Enterprise License for 3 years:	\$7,800
Additional Parts and labor warranty for years 2-5:	\$10,000

Contract Total = \$211,635.00

It is understood by both Parties that the above costs represent the total cost for all services provided under this Agreement, including all design, construction, materials, labor, permits, bonds, taxes, delivery, removal and disposal of any related materials and any other ancillary charges that may be incurred to accomplish a complete working system.

SCHEDULE

If not otherwise specifically set forth in the Scope of Services or Proposal, the Services shall occur pursuant to an agreed upon schedule, which is subject to modification based on the City’s operational needs. City will notify Consultant in advance of any modification to the schedule.

PERFORMANCE GUARANTEE

Consultant shall submit to the City a performance bond in the amount equal to the contract price, to insure faithful performance prior to the initiation of service. The bond shall be a performance bond by a surety acceptable to City or a certificate of deposit issued in the name of the City.

PERFORMANCE REQUIREMENTS

Notwithstanding, and in addition to the provisions of, Section 16 of this Agreement, if any work performed hereunder is not in conformity with the requirements of this Agreement and other pertinent documents, City shall have the right to require Consultant to perform the work again in conformity with the requirements of this Agreement at no additional increase in the Consultant’s fee for service. Remedy for non-compliance or non-performance shall occur within 24 hours of notice. The City shall also have the right to require Consultant to take all necessary steps to ensure future performance of the work in conformity with the requirements of this Agreement. In the event Consultant fails to perform the work again or fails to take

necessary steps to ensure future performance of the work in conformity with the requirements of this Agreement, City shall have the right to immediately terminate this Agreement for default.

DELAY DAMAGES

Time is of the essence with respect to this Agreement and the Services provided by Consultant. Consultant's failure to timely perform its service obligations under this Agreement shall result in the assessment of delay damages at the rate of:

Two percent (2%) of the total cost of the project for each week of non-compliance/non-performance beyond the completion date that the Services remain incomplete or not fully performed.

EXHIBIT B

CONSULTANT PROPOSAL



Prepared For:
Stephen Frankian – City of Clovis

Date:
October 21, 2019

Job Name:
City of Clovis EMS Upgrades

Proposal ID: 19-2685300-NH

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:
Net 30

State Contractor License Number:
561796

Proposal Expiration Date:
30 Days

Scope of Work:

Scope of work and notations herein are based upon negotiations between Nick Herrera, Rami Mislh (Trane) and City of Clovis.

Controls Systems and Equipment – City Hall, P&D, Council Chambers, Library

- Furnish and Install (1) New Tracer SC+ System Controller with (1) BACnet Communications Bridge
- Furnish, install, and program new BACnet programmable controllers for the following existing systems and equipment:
 - City Hall AHU (replaces legacy PCM)
 - City Hall radiant heat (replaces legacy PCM)
 - Central plant boiler system (replaces legacy PCM)
 - Central plant condenser water system (replaces legacy PCM)
 - AHU 1 (replaces legacy UPCM)
- Integrate the following existing systems and equipment to new SC+ Synchrony BACnet front end:
 - (1) Series R Trane chiller
 - (4) Air handling units
 - (38) VAV Boxes
 - (1) Library MP581 with energy calculations
- All existing TCMs are to be removed from their communications link and will not be integrated to the new system

Controls Systems and Equipment – Corpyard Buildings

- Furnish and Install (1) New Tracer SC+ System Controller with (1) BACnet Communications Bridge
- Furnish, install, and program new BACnet programmable controllers for the following existing systems and equipment:
 - HW boiler system (replaces legacy PCM)
 - Floor heat system (replaces legacy UPCM)
 - TCM A1
 - TCM D1
- Integrate the following existing systems and equipment to new SC+ Synchrony BACnet front end:
 - (1) Intellipak VAV air handling unit
 - (13) Voyager rooftop units
 - (27) VAV Boxes
- TCMs at F1, G2, and G3 shall be removed from the communication link

Controls Systems and Equipment – Police Station

- Furnish and Install (1) New Tracer SC+ System Controller with (2) BACnet Communications Bridges
- Furnish, install, and program new BACnet programmable controllers for the following existing systems and equipment:
 - AH 101 (replaces legacy TCM)
 - AH 102 (replaces legacy TCM)
 - AH 201 (replaces legacy TCM)
 - AH for Room F121 (replaces legacy TCM)
 - AH for Room P208 (replaces legacy TCM)
 - HW boiler system (replaces legacy PCM)
 - Lighting control for TCM 6 (replaces legacy TCM)
 - Trane will provide a photocell for lighting schedule control (to be installed and wired by City of Clovis)
- Integrate the following existing systems and equipment to new SC+ Synchrony BACnet front end:
 - (4) Intellipak VAV air handling units
 - (78) VAV Boxes

ATTACHMENT A OF ATTACHMENT 1



Controls Services Included

- Standard 1* Year Warranty and Labor Support
- Project Management
- Engineered Control Submittals and As-Built Drawings
- Control Panel and Low Voltage Wiring Installation
- Control System Programming
- Custom Floorplan and Hydronic System Graphics
- **Owner Operational Training (at City of Clovis' discretion)**
- **Tracer TU Professional hardware kit and licenses for (1) year (worth ~\$2,000)**
- **Updated Tracer ES to latest version of Ensemble – Includes custom dashboards**

Proposal Notes/Clarifications

- All existing communication links and wiring are assumed to be in good working condition. Any communication links or wiring not in good working condition may result in additional charges
- All existing sensor level device such as dampers, damper actuators, temperature sensors, relays and current sensors, valves and valve actuators, etc. are assumed to be in good working condition. Any devices not in good working condition may result in additional charges.
- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Equipment Order Release & Services are dependent on receipt of PO/Subcontract and credit approval
- The customer is requested to provide Trane with an Ethernet connection.
- **Trane will require a static IP address and IP drop for each system controller (4 total)**
- **Warranty requires IP connection for remote access during entire warranty period. If not provided, additional labor charges could be charged.**

Exclusions:

- 120V, 24V or any new power wiring
- Providing any required network connection to the system controllers
- Furnishing or installation of VFDs, motor starters, etc.
- Furnish or installation of smoke detectors, fire smoke dampers, etc.
- Air-balancing, water balancing and/or TAB assistance
- Custom, floorplan, or equipment graphics other than what is called out above
- Furnish, install, wire or terminate any panels/devices related any systems not explicitly called out above, including (but not limited to): display or workstation, other controllers or control panels, smoke control systems, fire-life safety systems, lighting control systems, power and/or energy monitoring, security, tenant billing systems, etc.
- Roof Penetration, Coring

Base Price (Including Sales Tax).....\$193,835.00

Add #1 – Tracer Enterprise Server "Hosted" License for (3) Years.....\$7,800.00
***includes custom Dashboards license, regular software and maintenance updates

Add #2 – 2-5 year parts and labor warranty for all controls hardware.....\$10,000.00

Financial items not included: Permits, Bid Bond, Payment and Performance Bond, Liquidated or Consequential Damages, Demurrage or Storage Charges

Respectfully submitted,
Nick Herrera - Trane U.S. Inc. dba Trane





Trane Enterprise Server – Custom Dashboards

- Built-in, web-based custom dashboard designer
 - No third party software required
- Real-time and historical data
 - Monitor system health and performance
 - Quick insight into potential problems and changes
- Responsive screen sizing
 - No need to design based on monitor size
- Automatic navigation
 - Clicking on data brings you to standard pages



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: Police Department

DATE: January 21, 2020

SUBJECT: Police – Approval – 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.

ATTACHMENTS: 1. Axon Agreement

CONFLICT OF INTEREST

None

RECOMMENDATION

Waive the City’s usual purchasing requirements and authorize the City Manager to enter into an agreement with Axon Enterprises for the purchase of 122 Taser-7 Conducted Energy Weapons for the Police Department.

EXECUTIVE SUMMARY

The Clovis Police Department has an immediate need to replace end-of-life and outdated Taser X26 and Taser X26P conducted energy weapons (CEW’s) currently being deployed by CPD staff in the field. The Taser X26, first purchased 17 years ago in 2003, will no longer be supported by Axon. Replacement cartridges, parts, repair, and support will no longer be available. Since 2003, CEW technology and equipment have changed tremendously. The purchase of 122 Taser-7’s will allow the Police Department staff to deploy new, supported, and reliable CEW’s with standardized training and equipment for all assigned staff.

BACKGROUND

Currently the department has 89 Taser X26 models in inventory. Many of these have been in service since 2003—over 15 years. Axon, the manufacturer of the Taser (and our body cameras), has indicated that they will be ending support of the X26 in the near future. No more training, support, or replacement parts will be available.

Additionally, CPD also has 33 of the Taser X26 “P” model weapon in inventory. This model was first put into service beginning in 2013. While this model is still being supported by

Taser, CPD defensive tactics instructors indicated they would prefer to have the entire department deploy the same Taser weapon. This allows for identical training, parts, and support for all CPD officers. Also, both the X26 and X26"P" models currently issued to CPD staff are black in color. This is the same color as the Glock service weapon. For safety reasons, CPD staff believes new Taser weapons should be transitioned to a bright yellow color.

The Taser 7 is the safest and smartest energy weapon offered by Axon. As an example, the Taser 7 interfaces wirelessly with our Axon body cameras to automatically start recording upon use of the Taser 7. Some additional highlights are:

- **CLOSE-RANGE OPTIMISED:** 93% increased probe spread at close range, where 85% of deployments occur, according to agency reports.
- **IMPROVED DARTS:** TASER 7 darts fly straighter and faster with nearly twice the kinetic energy for better connection to the target, and the body of the dart breaks away to allow for attainment at tough angles.
- **ADAPTIVE CROSS-CONNECT:** Electricity is intentionally driven between all contacts to maximize the effectiveness of the probe deployment and to help compensate for close probe spreads or clothing disconnects.
- **RAPID ARC:** Delivers similar electrical charge as previous models but at a faster rate, causing more rapid incapacitation.
- **INVENTORY MANAGEMENT:** Using the Axon Device Manager mobile application to assign weapons and accessories dramatically reduces the time it takes to manage devices in the field. This new functionality includes enhanced inventory search and status updates.
- **DOCK-AND-WALK FUNCTIONALITY:** Firmware updates and weapon log downloads occur automatically, saving time and ensuring the weapons are always up to date.
- **RECHARGEABLE BATTERY:** One battery for the life of the weapon.
- **DAYLIGHT GREEN LASER:** Improved aim with a more visible green daylight laser.
- **LOUDER ARC:** Further enhances TASER 7 as a de-escalation tool.
- **ENHANCED DATA MANAGEMENT:** Full integration into the Axon Evidence (evidence.com) ecosystem, with re-designed pulse graphs and firing logs managed as evidence.
- **IMPROVED ERGONOMIC DESIGN:** Operational interfaces have been refined through extensive user feedback.

The Police Department is currently in a 5-year agreement with Axon Enterprises as the supplier of our body cameras. Upon approval, the cost of the Taser-7 purchase will be added to that contract and the 5-year agreement for both body cameras and Taser-7 weapons will re-start the 5-year period upon the signing of the agreement.

FISCAL IMPACT

The additional \$467,117.49 will be spread out annually over a 5 year period. Year 1 will be covered by salary savings in the police departments existing 2019/2020 approved budget.

REASON FOR RECOMMENDATION

To enter into a five (5) year agreement with Axon to fully execute the purchase of 122 Taser-7 conducted energy weapons for the Police Department.

ACTIONS FOLLOWING APPROVAL

The Clovis Police Department will enter into a 5-year agreement with Axon Enterprises for the purchase and support of 122 Taser-7 conducted energy weapons.

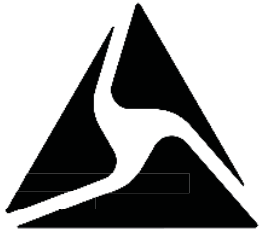
Prepared by: James Munro, Police Sergeant

Reviewed by: City Manager LS

Quote Expiration: 01/31/2020

Account Number: 110705

Payment Terms: Net 30
Delivery Method: Fedex - Ground



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

SALES REPRESENTATIVE

Chris Morton
Phone: (206) 310-6165
Email: cmorton@axon.com
Fax:

PRIMARY CONTACT

James Munro
Phone: (559) 324-2594
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SHIP TO

James Munro
Clovis Police Dept. - CA
1233 Fifth Street
Clovis, CA 93612
US

BILL TO

Clovis Police Dept. - CA
1233 Fifth Street
Clovis, CA 93612
US

Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
20140	TASER 7 DUTY CARTRIDGE REPLENISHMENT PROGRAM	92	0.00	0.00	0.00
85114	EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT	3,680	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE	92	0.00	0.00	0.00
73420	AXON RECORDS LICENSE: 5 YEAR	92	0.00	0.00	0.00
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	69	180.00	180.00	12,420.00
85110	EVIDENCE.COM INCLUDED STORAGE	690	0.00	0.00	0.00
80052	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 1 PAYMENT	92	180.00	60.01	5,520.92
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	8	468.00	468.00	3,744.00
85110	EVIDENCE.COM INCLUDED STORAGE	240	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE	30	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE	1	0.00	0.00	0.00
20140	TASER 7 DUTY CARTRIDGE REPLENISHMENT PROGRAM	30	0.00	0.00	0.00
Hardware					
20008	TASER 7 HANDLE, HIGH VISIBILITY (GREEN LASER), CLASS 3R	92	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	92	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	184	0.00	0.00	0.00

Attachment 1

Year 1 (Continued)

AGENDA ITEM NO. 6.

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	184	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	184	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	184	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	184	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	184	0.00	0.00	0.00
73303	5 YEAR OFFICER SAFETY PLAN 7 AB3 CAMERA	92	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL	110	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR	110	0.00	0.00	0.00
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	92	0.00	0.00	0.00
73304	5 YEAR OFFICER SAFETY PLAN 7 AB3 DOCK 8 BAY	12	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE	1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR	1	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	0.00	0.00	0.00
20016	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE)	22	0.00	0.00	0.00
20017	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	22	0.00	0.00	0.00
20008	TASER 7 HANDLE, HIGH VISIBILITY (GREEN LASER), CLASS 3R	30	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	30	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR	1	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	60	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	60	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL	36	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR	36	0.00	0.00	0.00
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	30	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE	1	0.00	0.00	0.00

Year 1 (Continued)

AGENDA ITEM NO. 6.

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
20016	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE)	2	0.00	0.00	0.00
20017	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	2	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	60	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	60	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	60	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	60	0.00	0.00	0.00
Other					
73450	OFFICER SAFETY PLAN 7	92	0.00	0.00	0.00
73460	EVIDENCE.COM UNLIMITED PLUS DOCK TAP: 5 YEAR	92	0.00	0.00	0.00
73652	AWARE A/V SERVICE LINE: 5 YEAR	92	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	0.00	0.00	0.00
20147	AXON DEVELOPED OCULUS TRAINING CONTENT ACCESS	1	0.00	0.00	0.00
20135	OCULUS GO STANDALONE VIRTUAL REALITY HEADSET	1	0.00	0.00	0.00
20146	TASER 7 ONLINE TRAINING CONTENT ACCESS	92	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
73452	OFFICER SAFETY PLAN 7 ANNUAL PAYMENT	92	1,788.00	1,569.47	144,391.24
73465	Performance Service: 5 Year	92	0.00	0.00	0.00
73427	Performance Annual Payment	92	300.00	90.00	8,280.00
20144	2019 - TASER 7 CERTIFICATION PLAN	30	0.00	0.00	0.00
20147	VR EMPATHY DEVELOPMENT AUTISM SCHIZOPHRENIA ACCESS: 5 YEAR	1	0.00	0.00	0.00
20135	OCULUS GO STANDALONE VIRTUAL REALITY HEADSET	1	0.00	0.00	0.00
20146	TASER 7 ONLINE TRAINING CONTENT ACCESS: 5 YEAR	30	0.00	0.00	0.00

Year 1 (Continued)

AGENDA ITEM NO. 6.

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)					
20088	2019 - TASER 7 CERTIFICATION PLAN YEAR 1 PAYMENT	30	720.00	720.00	21,600.00
Services					
85144	AXON STARTER	1	2,750.00	0.00	0.00
85147	CEW STARTER	1	2,750.00	0.00	0.00
73456	PERFORMANCE INTEGRATION	1	0.00	0.00	0.00
				Subtotal	195,956.16
				Estimated Shipping	0.00
				Estimated Tax	13,237.80
				Total	209,193.96

Year 1 - TAP Refresh

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
74210	AXON BODY 3 - 8 BAY DOCK	12	1,495.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	12	42.00	0.00	0.00
73202	AXON BODY 3 - NA10	92	699.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK	92	0.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	92	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	92	0.00	0.00	0.00
Other					
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	12	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Spares

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
73303	5 YEAR OFFICER SAFETY PLAN 7 AB3 CAMERA	3	0.00	0.00	0.00
73202	AXON BODY 3 - NA10	3	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK	3	0.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	3	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	3	0.00	0.00	0.00

Spares (Continued)

AGENDA ITEM NO. 6.

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
20008	TASER 7 HANDLE, HIGH VISIBILITY (GREEN LASER), CLASS 3R	3	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	3	0.00	0.00	0.00
20008	TASER 7 HANDLE, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	1	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	69	180.00	180.00	12,420.00
85110	EVIDENCE.COM INCLUDED STORAGE	690	0.00	0.00	0.00
80053	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 2 PAYMENT	92	180.00	60.01	5,520.92
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	8	468.00	468.00	3,744.00
85110	EVIDENCE.COM INCLUDED STORAGE	240	0.00	0.00	0.00
Hardware					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	184	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	184	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	184	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	184	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	60	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	60	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	60	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	60	0.00	0.00	0.00
Other					
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00

Year 2 (Continued)

AGENDA ITEM NO. 6.

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)					
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
73452	OFFICER SAFETY PLAN 7 ANNUAL PAYMENT	92	1,788.00	1,698.60	156,271.20
73427	Performance Annual Payment	92	300.00	90.00	8,280.00
20089	2019 - TASER 7 CERTIFICATION PLAN YEAR 2 PAYMENT	30	720.00	720.00	21,600.00
				Subtotal	207,836.12
				Estimated Tax	14,185.23
				Total	222,021.35

Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	69	180.00	180.00	12,420.00
85110	EVIDENCE.COM INCLUDED STORAGE	690	0.00	0.00	0.00
80054	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 3 PAYMENT	92	180.00	60.01	5,520.92
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	8	468.00	468.00	3,744.00
85110	EVIDENCE.COM INCLUDED STORAGE	240	0.00	0.00	0.00
Hardware					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	184	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	184	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	184	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	184	0.00	0.00	0.00
73311	8-BAY DOCK AXON BODY CAMERA REFRESH ONE	12	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	60	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	60	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	60	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	60	0.00	0.00	0.00

Year 3 (Continued)

AGENDA ITEM NO. 6.

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other					
73309	AXON BODY CAMERA REFRESH ONE	92	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
73452	OFFICER SAFETY PLAN 7 ANNUAL PAYMENT	92	1,788.00	1,698.60	156,271.20
73427	Performance Annual Payment	92	300.00	90.00	8,280.00
20090	2019 - TASER 7 CERTIFICATION PLAN YEAR 3 PAYMENT	30	720.00	720.00	21,600.00
Subtotal					207,836.12
Estimated Tax					14,185.23
Total					222,021.35

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	69	180.00	180.00	12,420.00
85110	EVIDENCE.COM INCLUDED STORAGE	690	0.00	0.00	0.00
80055	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 4 PAYMENT	92	180.00	60.01	5,520.92
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	8	468.00	468.00	3,744.00
85110	EVIDENCE.COM INCLUDED STORAGE	240	0.00	0.00	0.00
Hardware					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	184	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	184	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	184	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	184	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	60	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	60	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	60	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	60	0.00	0.00	0.00

Year 4 (Continued)

AGENDA ITEM NO. 6.

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other					
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
73452	OFFICER SAFETY PLAN 7 ANNUAL PAYMENT	92	1,788.00	1,698.60	156,271.20
73427	Performance Annual Payment	92	300.00	90.00	8,280.00
20091	2019 - TASER 7 CERTIFICATION PLAN YEAR 4 PAYMENT	30	720.00	720.00	21,600.00
Subtotal					207,836.12
Estimated Tax					14,185.23
Total					222,021.35

Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	69	180.00	180.00	12,420.00
85110	EVIDENCE.COM INCLUDED STORAGE	690	0.00	0.00	0.00
80056	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 5 PAYMENT	92	180.00	60.01	5,520.92
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	8	468.00	468.00	3,744.00
85110	EVIDENCE.COM INCLUDED STORAGE	240	0.00	0.00	0.00
Hardware					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	184	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	184	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	184	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	184	0.00	0.00	0.00
73312	8-BAY DOCK AXON BODY CAMERA REFRESH TWO	12	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	60	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	60	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	60	0.00	0.00	0.00

Year 5 (Continued)

AGENDA ITEM NO. 6.

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	60	0.00	0.00	0.00
Other					
73310	AXON BODY CAMERA REFRESH TWO	92	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
73452	OFFICER SAFETY PLAN 7 ANNUAL PAYMENT	92	1,788.00	1,698.60	156,271.20
73427	Performance Annual Payment	92	300.00	90.00	8,280.00
20092	2019 - TASER 7 CERTIFICATION PLAN YEAR 5 PAYMENT	30	720.00	720.00	21,600.00
				Subtotal	207,836.12
				Estimated Tax	14,185.23
				Total	222,021.35
Grand Total					1,097,279.36

Discounts (USD)

Quote Expiration: 01/31/2020

List Amount	1,320,352.00
Discounts	293,051.36
Total	1,027,300.64

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	209,193.96
Year 1 - TAP Refresh	0.00
Spares	0.00
Year 2	222,021.35
Year 3	222,021.35
Year 4	222,021.35
Year 5	222,021.35
Grand Total	1,097,279.36

Notes

AGENDA ITEM NO. 6.

Agency has existing contract #00021003 (originated via Q-177572) and is terminating that contract upon the new license start date (2/1/2020) of this quote.

The parties agree that Axon is granting a refund of \$11,879.62 (applied to Year 1 licenses) to refund paid, but undelivered services. This discount is based on a ship date range of 1/1/2020-1/15/2020, resulting in a 2/1/2020 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

Axon BWC hardware contained in this quote is at zero cost as a TAP refresh of contract #00021003 (rewritten from contracts #00006979 and #00017686). The parties agree that all TAP obligations of the above contracts have been fulfilled.

Purchase of TASER 7 are governed by the TASER 7 Agreement located at <https://www.axon.com/legal/sales-terms-and-conditions> and not the Master Services and Purchasing Agreement referenced below.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Please sign and email to Chris Morton at cmorton@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

*****Axon Internal Use Only*****

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		

ATTENTION

This order may qualify for freight shipping, please fill out the following information.

What is the contact name and phone number for this shipment?	
What are your receiving hours? (Monday-Friday)	
Is a dock available for this incoming shipment?	
Are there any delivery restrictions? (no box trucks, etc.)	



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council
 FROM: Finance Department
 DATE: January 21, 2020
 SUBJECT: Consider Approval of Various Actions Relating to Residential Water Service:

- a. Consider Introduction – Ord. 20-____, 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.
- b. Consider Approval – City of Clovis Water Discontinuation Policy.

Staff: Jeff Blanks, Deputy Finance Director
Recommendation: Approve

- ATTACHMENTS:
- 1. Ord. 20-____, Amendments to City of Clovis Municipal Code
 - 2. City of Clovis Water Discontinuation Policy

CONFLICT OF INTEREST
 None.

RECOMMENDATION
 That the Council consider introducing Ordinance 20-____, Amendments to 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.

EXECUTIVE SUMMARY
 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”. We are, therefore, bringing forward the attached water discontinuation policy in order to abide by the prescribed guidance of the Health and Safety Code. It should be noted that this only applies to residential water service, and not for any other services provided by the City. In addition, 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.

BACKGROUND

California Senate Bill 998, approved in September of 2018, aimed to bolster Health and Safety Code Part 12 Division 104 by adding Chapter 6, starting with section 116900. The bill requires that a public water system that supplies water to more than 200 service connections must have a written policy on discontinuation of water service to certain types of residences for nonpayment, effective February 1, 2020.

Per the amended Health and Safety Code section, the water discontinuation policy must contain the following:

1. A plan for deferred or reduced payments.
2. Alternative payment schedules.
3. A formal mechanism for a customer to contest or appeal a bill.
4. A telephone number for a customer to contact to discuss options for averting discontinuation of residential services for nonpayment.

The bill prohibits discontinuation of residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. In addition, the bill requires that customers named on the account be contacted and provided the policy on discontinuation of residential service for nonpayment no less than 7 business days before discontinuation of residential service.

The attached water discontinuation policy has incorporated all required elements identified within the Health and Safety Code. The policy must be adopted and subsequently posted to the City’s website. The policy must be available in English, the languages listed in Section 1632 of the Civil Code (Spanish, Chinese, Tagalog, Vietnamese, and Korean), and any other language spoken by at least 10 percent of the people residing in its service area.

The proposed amendments to the CMC aim to clean up the language surrounding customer deposits, as well as introduce references to the policy being adopted as part of this item. Finally, the amendments clean up the fee structure, removing the tier structures and ensuring that reconnection fees don’t exceed the level outlined in the Health and Safety code.

The attached water discontinuation policy would be effective as of February 1, 2020. The ordinance shall go into effect and be in full force from and after thirty (30) days after its final passage and adoption.

FISCAL IMPACT

A longer delinquency period can potentially affect cash flows as well as collectability of accounts. In addition, fees will be adjusted and consolidated in the following ways:

1. Reconnection fees will be set at \$50 during regular operational hours and \$150 during non-business hours (before 8:00 a.m. and after 4:30 p.m. on normal business days, as well as weekends and holidays).
2. Late fees will be consolidated to \$20 per instance, replacing the old tiered system.
3. There will no longer be a \$60 same-day turn on fee charged on shutoff days.

All of this will potentially reduce the amount of fee revenue collected.

REASON FOR RECOMMENDATION

Approval of the water discontinuation policy is required in order to conform to the guidance of the Health and Safety Code. The amendments to the CMC sections will ensure that those sections conform to the newly adopted policy, as well as clean up ambiguous language in certain other areas.

ACTIONS FOLLOWING APPROVAL

The adopted policy will be posted to the City's website. The proposed ordinance will return at a future council meeting for approval.

Prepared by: Jeff Blanks, Deputy Finance Director

Reviewed by: City Manager *JH*

ORDINANCE 20-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS AMENDING SECTION(S) 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 RELATING TO THE CITY OF CLOVIS WATER SYSTEM

The City Council of the City of Clovis does ordain as follows:

Section 1 Section 6.5.102 of Chapter 6.5 of Title 6 of the Clovis Municipal Code is hereby *amended* to read as follows:

Applications for water service.

Before water shall be supplied to any premises, the owner or occupant of the property shall make a written application to the City for water service on a form provided by and containing such information as may be required by the City. Thereupon, a service connection shall be made at the nearest distribution main after the charges provided for in this section have been paid. Industrial developments for nonfood processing functions shall, as a first choice, use nonpotable water from the City's infrastructure, subject to availability to the site and as approved by the City Engineer.

The applicant, on making such application, shall pay a fee of ten and no/100ths dollars (\$10.00) for opening a water service account, which fee shall not be refunded.

- (a) Deposits. The City shall require an applicant for water service to guarantee the payment of water and other utility user charges with a cash deposit in the sum of one hundred fifty and no/100ths dollars (\$150.00) or, for commercial customers and multifamily customers, a deposit of an amount equal to the sum of the minimum water, sewer, street sweeping, recycling, greenwaste and refuse service as requested by the customer for one billing period. If such customer has previously been a water service customer of the City (within the corporate limits of the City) for at least two (2) years and does not currently carry a delinquent balance, they will not be required to pay the deposit.
- (b) Return of deposits. Deposits shall be held by the City for a minimum period of two (2) years. The deposit shall be returned to the customer after two (2) years, but not sooner than six (6) months after any one delinquency, if more than one.

Applicants for water service must pay off any delinquent account balances before starting a new account.

Section 2 Section 6.5.105 of Chapter 6.5 of Title 6 of the Clovis Municipal Code is hereby *amended* to read as follows:

Utility bills.

Regular utility bills shall be issued on a bimonthly basis according to the billing dates established by the Director of Finance. Utility bills shall include charges for all city utility services.

- (a) Payment. All charges for water shall be due and payable on the billing date. All unpaid water charges shall become delinquent at 12:01 a.m. on the day after the due date indicated on the utility bill.
- (b) Proration. The charges for water shall be prorated to the nearest ten percent (10%) of the billing period as determined by the date of the starting and ending of service as recorded by the Finance Department upon notification to the Finance Department by the owner or occupant. The proration shall apply to the unmetered flat rate for Tarpey Village customers and for metered customers the proration shall apply to the eleven thousand five hundred (11,500) gallons, and the twenty thousand (20,000) gallons with any water used in excess of the prorated levels charged at the excess rates as provided in this article.
- (c) Meter failures. If a meter fails to register during any billing period or is known to register inaccurately, the consumer shall be charged on the basis of the consumption as shown by the meter when in use and registering accurately over a period of one year or, in the event the consumer has not received water for a period of one full year, then over such lesser period.
- (d) Consumers' dissatisfaction with meters. In case of a consumer's dissatisfaction with the registration of any meter, the consumer shall make a written complaint to the Director of Finance, together with a deposit of eighty-four and no/100ths dollars (\$84.00), which sum will be returned and the water bill equitably adjusted for a period of not to exceed the prior twelve (12) months in any case where the meter shall be found to register over three percent (3%) more than the amount of water which actually passes through the meter. The eighty-four and no/100ths dollar (\$84.00) deposit shall be retained by the City and the water bill paid as rendered; if the meter is found to register less than three percent (3%) more than the amount of water which actually passes through the meter, the deposit shall be forfeited and the bill equitably adjusted for a period of not to exceed the prior twelve (12) months.
- (e) Billing errors. In the event a clerical error or other circumstance occurs which creates an inaccurate billing for service charges, an adjustment shall be made in the customer's bill for a period not to exceed the maximum period as provided in the Code of Civil Procedure, either in the customer's favor or the City's favor.

Section 3 Section 6.5.106 of Chapter 6.5 of Title 6 of the Clovis Municipal Code is hereby *amended* to read as follows:

Discontinuance of service.

Each consumer about to vacate any premises supplied with water service by the City shall give advance notice of his intended move, specifying the date service is desired discontinued; otherwise, he will be held responsible for water service furnished to such premises until the City shall receive a request for the discontinuance of water service.

Discontinuance of service for nonpayment of a utility bill shall be governed by the City's discontinuance of water service policy, available on the City Finance Department website.

Section 4 Section 6.5.107 of Chapter 6.5 of Title 6 of the Clovis Municipal Code is hereby *amended* to read as follows:

Collection charges.

- (a) On the eleventh day after the bill becomes delinquent, a late fee of twenty and no/100ths dollars (\$20.00), in addition to the amount of the utility bill, shall be charged.
- (b) If water service has been disconnected for failure to pay a utility bill as set forth in the City's discontinuation of water service policy, the entire amount of the water bill and all fines and penalties provided hereunder shall be paid in full before water service is restored:
 - (1) To turn on water during operational hours, fifty and no/100ths dollars (\$50.00);
 - (2) A fee of twenty-five and no/100ths dollars (\$25.00) shall be charged on all returned checks in payment of utility charges; and
 - (3) In addition to any other fees or charges provided in this section, any customer requesting a turn-on of water on any Saturday, Sunday, legal holiday or before the hour of 8:00 a.m. or after the hour of 4:30 p.m. of any day shall pay an additional charge of one hundred fifty and no/100ths dollars (\$150.00) for such turn-on.
- (c) Accounts shall be subject to collection of any delinquent fees and charges in the following manner:
 - (1) At the time the fees become delinquent and until such time they are fully paid, the delinquent account balance, including late charges, shall constitute an unrecorded lien against the property and, as such, may be identified during a title search. For commercial businesses, delinquent account balances, including late charges, may be considered an unrecorded lien against the business name and/or owner of the business.
 - (2) Once a year there may be prepared a report of delinquent fees including late charges. The Council shall fix a time, date and place for hearing the report and receive any objections or protests thereto.
 - (3) The Council shall cause notice of hearing to be mailed to the landowners listed on the report not less than fifteen (15) days prior to the date of the hearing.
 - (4) At the hearing the Council shall hear any objections or protests of landowners liable to be assessed for delinquent fees including late charges and administrative fees, as set by resolution of the City Council. The Council may make revisions or corrections to the report as it deems just, after which, by resolution, the report shall be confirmed.

- (5) The delinquent fees set forth in the report as confirmed shall constitute special assessments against the respective parcels of land and are a lien on the property for the amount of such delinquent fees including late charges. A certified copy of the resolution confirming the assessments shall be filed with the County Recorder and the County Auditor-Controller/Tax Collector for the amounts of the respective assessments against the respective parcels as they appear on the current assessment roll. The lien created attaches upon filing. The assessments shall be collected at the same time and in the same manner as other property taxes and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for such taxes. All laws applicable to the levy, collection and enforcement of property taxes shall be applicable to such assessments. However, if, for the first year for which the charges are prescribed, the property served by the City has been transferred or conveyed to a bona fide purchaser for value, and attached thereon, prior to the date on which the first installment of County taxes would become delinquent, the charge will not result in a lien against the real property, but shall become transferred to the unsecured roll for collection.
- (6) In addition to, or alternatively to, imposing a lien, the City may file an action for the collection of any amounts due and unpaid. In any such action, the delinquent balances may also be processed through a collection agency.
- (7) The provisions of this section shall be applicable, in addition to this article, to the fees and charges arising from service provided under Articles 3 and 4 of this chapter.

Section 5 This Ordinance shall go into effect and be in full force from and after thirty (30) days after its final passage and adoption.

APPROVED: January 21, 2020

_____	_____
Mayor	City Clerk
* * * * *	* * * * *

The foregoing Ordinance was introduced and read at a regular meeting of the City Council held on January 21, 2020, and was adopted at a regular meeting of said Council held on _____, by the following vote, to wit:

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

DATED:

City Clerk

I. Purpose of the Residential Water Service Discontinuation Policy

The purpose of this document is to outline the Residential Water Service Discontinuation Policy (“Policy”) for the City of Clovis (“City”). The Policy sets forth the principles and objectives that should guide the City’s decisions regarding the discontinuation of residential water service. The primary objectives of this Policy are to: establish timelines for discontinuation of water service, identify notice requirements, establish payment arrangement options for those seeking to avoid discontinuation, establish a formalized mechanism for customers to appeal or review bills, establish reconnection fee exceptions, and identify notice requirements pertaining to residential tenants/occupants.

This Policy has been developed in accordance with California Health and Safety Code Section 116900-116926, as well as the guidance set forth in the City’s Municipal Code sections 6.5.101 – 6.5.112. It should be noted that this Policy only applies to residential potable water service, and does not include commercial water service, nor does it include any other services provided by the City.

II. Standard Discontinuation Timeline

An account shall be deemed delinquent if payment for service has not been received by the due date indicated on the utility bill. Customers will be subject to discontinuation after their payment has been delinquent for sixty (60) days. Customers will be notified via written notice of their impending discontinuation at least seven (7) business days before discontinuation for lack of payment. Notices will be mailed to the residence to which residential service is provided. If the account holder does not live at the residence where service is provided, a notice will also be mailed to the billing address of the account holder. In that situation, the notice mailed to the residence where service is being provided will be addressed to “Occupant”. Customers can call the City Finance Department to discuss their account and ways to avert discontinuation at (559) 324-2130 (business hours are Monday-Friday, 8:00 a.m. – 4:30 p.m.).

If a customer’s service is discontinued for non-payment, the City will provide information to the customer on how to restore service to their property. It should be noted that water will be deemed “shut off” as of 8:00 a.m. on the City’s regularly scheduled shut off days.

III. Written Notices

All written notices under this Policy will include the following:

- Customer name and address
- Amount of delinquency

City of Clovis
Water Service Discontinuation Policy
February 1, 2020

- Date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service
- Process to apply for an extension of time to pay the delinquent charges (see Section IV)
- Process by which customer may request a deferred payment or payment arrangement (see Section IV)
- Procedure to petition for bill review and appeal (see Section V)

IV. Deferred Payments and Other Payment Arrangements

Circumstances may arise when customers are unable to make a scheduled residential water service payment. In such circumstances, they may request to defer payment or set up a payment arrangement. The City of Clovis will offer the following:

Deferred payment – customers may be granted a one-time deferral of the entire statement balance for a period not exceeding twelve (12) months.

Payment arrangement – customers may be granted the opportunity to pay the statement balance over a period not exceeding twelve (12) months. This will be done over weekly, bi-weekly, or monthly installments.

These options will be available to customers one time per twelve (12)-month period. Customers shall fill out and sign any arrangement in a form prescribed by the City. It should be noted that, while a customer is paying a particular billing-cycle balance on either deferred payment or payment arrangement, they must stay current on both the arrangement and the current services.

A customer may be subject to discontinuation of residential water service if they are sixty (60) days late on either their deferred payment or payment arrangement described above, or sixty (60) days late on or their current services payment. Customers will be notified according to Policy Sections II and III of any imminent discontinuations.

V. Appeals

Any customer wishing to appeal their bill, or notice of discontinuation for residential water service, shall direct such appeals, in writing, to the City Clerk at 1033 Fifth Street, Clovis, CA 93612. Appeals of bills must be received no later than the billing due date of the bill being appealed. Appeals of discontinuation of residential water service must be received no later than five (5) business days prior to the water shutoff

City of Clovis
Water Service Discontinuation Policy
February 1, 2020

date. The scope of the appeal shall be limited to a particular bill that is due, or the discontinuation of service notice.

City of Clovis staff will review the written appeal and contact the customer to discuss all circumstances surrounding the appeal. Once all facts and circumstances have been discussed and reviewed, the decision of the City will be made and thereafter communicated to the customer. Discontinuation of residential water service will not occur while an appeal is pending. However, adjustments to the billing can either decrease or increase the amount, and all amounts due from the billing cycle will be due immediately upon the completion of the appeal process, or subject to such terms of an alternate payment arrangement should the parties agree as such.

VI. Reconnection Service Fees

Reconnection service fees shall continue to be governed by Clovis Municipal Code section 6.5.107.

VII. Residential Tenants/Occupants in an Individually Metered Residence

In situations where the owner of an individually metered residence is the customer of record, the City will make a reasonable, good-faith effort to inform tenants/occupants, by means of a written notice, when the water service is in arrears and subject to disconnection at least ten (10) days before water service is shut off. The written notice will advise the tenant/occupant that they have the right to become customers of the City without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water service at that address. In order for this arrangement to proceed, the tenant/occupant must provide verification of tenancy in the form of a rental/lease agreement (signed by all parties subject to the lease).



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: January 21, 2020

SUBJECT: Receive and File - Update regarding the status of the Regional Housing Needs Allocation (RHNA) site inventory and unit capacity.

Staff: Ricky Caperton, AICP, Senior Planner
Recommendation: Receive and File

ATTACHMENTS: 1. Original P-F Site Inventory
 2. Current P-F Site Inventory
 3. Original RHNA Site Inventory
 4. Current RHNA Site Inventory

CONFLICT OF INTEREST
 None.

RECOMMENDATION
 Receive and File. This report is for informational purposes, providing an update regarding the City’s Regional Housing Needs Allocation (RHNA) site inventory and unit capacity to date. As a receive and file informational report, no action is required.

EXECUTIVE SUMMARY
 This report contains 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’s 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.

Throughout this report, several key terms and acronyms are used within the discussion, which are defined below for clarity:

- **DU/Ac (Dwelling Units Per Acre).** DU/Ac indicate the number of units per acre of a site. For example, a project proposing 70 units on a 2-acre parcel would result in 35 DU/Ac.

- **Housing Element Site(s).** Housing Element Sites are those established under the Regional Housing Needs (RHN) Overlay Zone District that allow for by-right housing between 35 and 43 DU/Ac. Housing Element Sites are vacant, residentially zoned properties between 1 and 10 acres in size adopted via Res. 18-26 on November 5, 2018.
- **Non-RHNA Site or Project.** A site or project that developed at a minimum of 20 DU/Ac that was not included as an opportunity site.
- **Opportunity Site(s).** Opportunity sites are those that are covered under the RHN Overlay Zone District and/or those that are within the P-F Zone District able to accommodate housing.
- **P-F (Public Facilities) Zone District.** The P-F Zone District are properties zoned for Public Facilities and have been permitted to accommodate housing between 35 and 43 DU/Ac as part of the City’s efforts to demonstrate compliance with meeting its RHNA obligation.
- **RHNA (Regional Housing Need Allocation).** The number of units the State requires that each city and county plan to accommodate its share of the region’s housing needs.
- **RHNA Inventory.** The number of sites available for purposes of the City meeting its RHNA obligation.
- **RHN (Regional Housing Need) Overlay Zone District.** The RHN Overlay Zone District is an overlay established by Ord. 18-26 that allows for by-right housing at a minimum density of 35 DU/Ac and a maximum of 43 DU/Ac.
- **Surplus.** As it relates to this report, the term “surplus” refers to the number of units above what the City’s RHNA obligation is.
- **Yield.** As it relates to this report, the term “yield” refers to the number of potential housing units that an “opportunity site” can accommodate.

BACKGROUND

In an effort to address a shortfall of land to accommodate 4,425 affordable housing units identified in the Fourth Cycle 2007-2012, Regional Housing Needs Allocation (RHNA), the City of Clovis implemented two programs in 2018.

These two programs included establishing a Regional Housing Needs (RHN) Overlay Zone District and the opportunity for residential units to be constructed on viable properties within the P-F Zone District. On March 25, 2019, the City received a letter from the Department of Housing and Community Development (HCD) certifying the City’s programs as adequate for demonstrating its ability to meet its RHNA obligation. This report provides a brief overview and the current status of the City’s RHNA inventory.

The RHN Overlay Zone District was adopted by the Clovis City Council in 2018 (Ord. 18-26) allowing housing to develop by-right at a density between 35 and 43 dwelling units per acre on property within the P-F Zone District, and on Housing Element Sites identified by the City, collectively referred to as “opportunity sites.” Opportunity sites are described in more detail below.

It is important to note that under State law, cities are required to identify property that can be developed at a minimum of 20 DU/Ac. Therefore, the City’s RHN Overlay Zone District exceeds this minimum by allowing between 35 and 43 DU/Ac. As a result, the City was able to demonstrate the ability to provide a “surplus” yield of housing units that exceeds the City’s RHNA obligation.

This surplus provides for some flexibility to account for fluctuation in the housing market in both location and density of development, while allowing for the City to continue meeting its RHNA obligation. As a result of these market forces, it’s possible that opportunity sites may develop at a density less than the minimum 35 DU/Ac, while other sites that were not included within the RHN Overlay Zone District may develop at densities greater than originally anticipated. As long as sites outside of the RHN Overlay Zone District develop at a minimum density of 20 DU/Ac (i.e. the minimum density the State requires to count towards meeting RHNA obligations), these units would effectively serve as “replacement” units and would help towards maintaining the surplus.

The remainder of this report provides an up-to-date status of opportunity sites within the City, as well as remaining yield accounting for recently approved projects and a summary of future projects that could adjust the yield.

Opportunity Sites

Collectively, opportunity sites are those that the City has accounted for in determining a sufficient yield for meeting its RHNA obligation.

P-F Zone District Opportunity Sites

At the time of its adoption, there were ten (10) properties within the P-F Zone District identified as opportunity sites, as shown in **Attachment 1**. Since then, four (4) of those sites were removed from the RHNA inventory, leaving six (6) of the sites available for housing.

The remaining sites have a total potential yield of 1,119 units based on a total of approximately 32 developable acres at a density of 35 DU/ac. The current P-F site inventory is shown in **Attachment 2** and accounts for sites that were removed.

RHN Overlay Zone District Opportunity Sites

At the time of its adoption, there were thirty-two (32) properties identified as opportunity sites under the RHN Overlay Zone District. These properties are referred to individually as Housing Element Sites and are shown in **Attachment 3**.

Since the RHN Overlay Zone District was established, some Housing Element Sites were removed as a result of projects developing at densities lower than the 35 DU/Ac minimum.

However, other properties throughout the City that were not identified as Housing Element Sites have developed at RHNA eligible densities (i.e. minimum 20 DU/Ac) serving as “replacement” units to the sites removed from the inventory as opportunity sites. While this replacement of units is not technically required given that the City has demonstrated a surplus, the replacement of developing non-RHNA sites at 20 DU/Ac or greater helps to keep the surplus up.

Currently, there are twenty-eight (28) remaining Housing Element Sites with a total potential yield of 3,827 units based on approximately 109 developable acres at a density of 35 DU/Ac. The current RHNA site inventory is shown in **Attachment 4** which also reflects the locations of non-RHNA site development.

Non-RHNA Sites

In order to accommodate market forces and changes to the housing market, it’s important to recognize that some sites throughout the City may develop at higher densities than originally anticipated and/or that were not included as “opportunity sites” under the RHN Overlay Zone District. As previously mentioned, development on non-RHNA sites that develop at a minimum of 20 DU/Ac may be counted towards meeting the City’s RHNA obligation.

To date, there have been two (2) projects that developed at minimum densities of at least 20 DU/Ac, as shown and described in the table below. One of those included 216 units on 10 acres, and the other 158 units on 7.5 acres.

Development of non-RHNA sites at a minimum of at least 20 DU/Ac can be an integral part of maintaining the City’s “surplus” of units in meeting its RHNA obligation and are accounted for in the table below.

RHNA Site Inventory Status

The following table provides a summary of the City’s remaining “yield” from its opportunity sites based on recently approved and/or completed projects. At the time of preparation of this staff report, the City has a remaining surplus of 895 units. This means the City has the ability to accommodate 895 units beyond what it is required under its RHNA obligation.

ITEM	UNITS	RHNA SITE	DESCRIPTION
RHNA Obligation	4,425		The number of units the City must demonstrate the ability to accommodate
Project Completed	(216)	No	<u>GPA2016-08, R2016-09, SPR2016-05</u> Project approved for 216 multi-family units on approximately 10 acres (21 DU/Ac). Project was approved by City Council on November 14, 2016.
Remaining Obligation	4,209		Remaining RHNA obligation
City Yield	5,156		Capacity the opportunity sites can accommodate

SURPLUS	947		Starting Surplus
Project Under Construction	158	No	<u>R2018-11, CUP2018-03, SPR2018-25</u> Project approved for 158 multi-family units on 7.5 acres (21 DU/Ac) at Herndon and McKelvey Avenues. Project approved by City Council on May 6, 2019.
SURPLUS	1,105		Remaining Surplus
Non-RHNA Project Approved	(105)	Yes	<u>GPA2019-004, R2019-006, TM6239</u> Housing Element Site #3 developed at density less than RHN Overlay Zone District requirement. Project approved by City Council on November 18, 2019.
SURPLUS	1,000		Remaining surplus
Non-RHNA Project Approved	(105)	Yes	<u>GPA2019-001, R2019-003, TM6263</u> Housing Element Site #1 developed at density less than RHN Overlay Zone District requirement. Project approved by City Council on December 9, 2019.
SURPLUS	895		Remaining surplus as of January 21, 2020

Reasonably Foreseeable Projects

The following are projects that have not yet received final approval that could affect the overall surplus count if approved and constructed. These projects are briefly described below, including a discussion on how they could affect the surplus. However, they are not officially reflected in the table given that they are still in process.

GPA2018-03, R2018-09, and SPR2018-18

This Project proposes construction of 40 multi-family units on approximately 1.75 acres resulting in a density of 22 DU/Ac. Because the density would be at least 20 DU/Ac, the units would increase the City’s surplus by 40 units.

RHNA2019-001

This Project includes a by-right review of 75-unit multi-family units on approximately 1.83 acres resulting in a density of approximately 41 DU/Ac. The Project site is a Housing Element Site. Because the Project proposes units beyond what the City accounted for, for purposes of determining the yield of its opportunity sites, this Project would increase the City’s surplus by 11 units given that the yield for this Housing Element Site anticipated 64 units at this site (35 DU/Ac).

FISCAL IMPACT

None. However, failure to comply with State RHNA regulations would expose the City to potential for litigation and financial loss.

REASON FOR RECOMMENDATION

This is a receive and file report for informational purposes and no action is to be considered; therefore, no recommendation is needed.

ACTIONS FOLLOWING APPROVAL

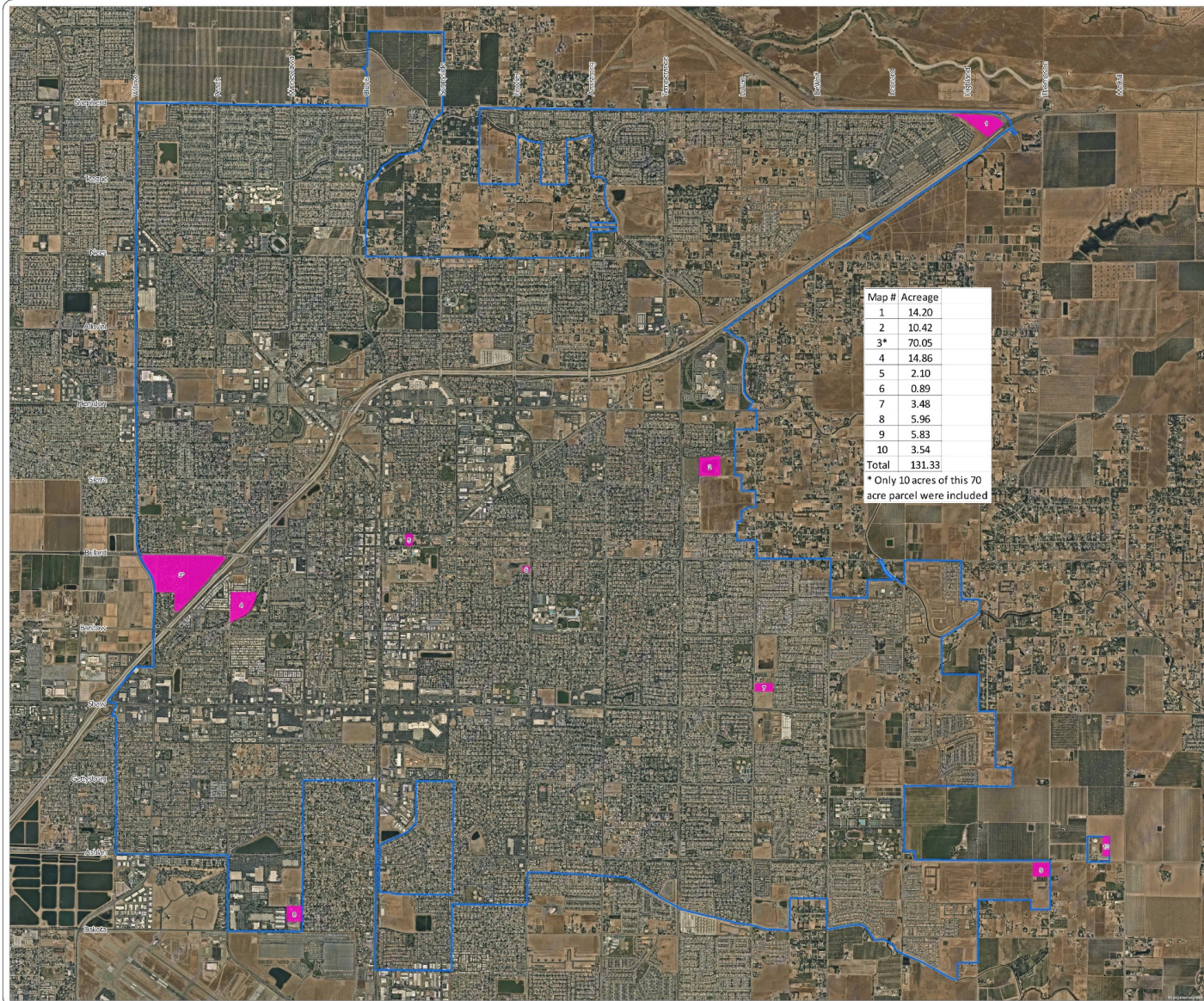
No further action is required.

Prepared by: Ricky Caperton, AICP, Senior Planner

Reviewed by: City Manager *RC*

ORIGINAL P-F SITE INVENTORY

ATTACHMENT 1



Public Facility
Parcels

1" = 1,000'



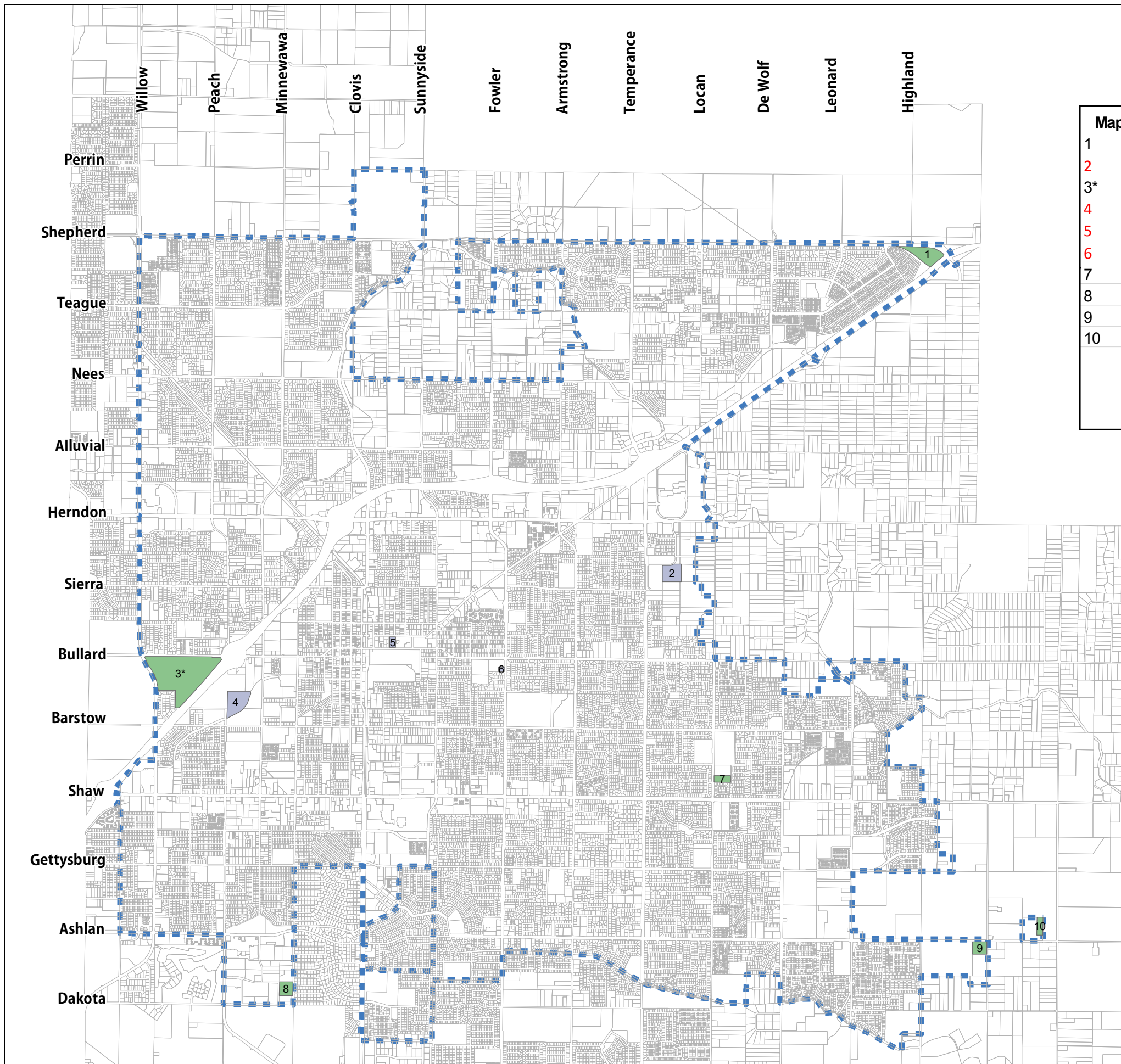
Date: 2/8/2019

CURRENT P-F SITE INVENTORY

ATTACHMENT 2



1/10/2020



Map ID	Acreage
1	14.20
2	10.42
3*	70.05
4	14.86
5	2.10
6	0.89
7	3.48
8	5.96
9	5.83
10	3.54

* Only 10 acres of this 70 acre parcel were included

City Limits

Public Facility

Removed Facility

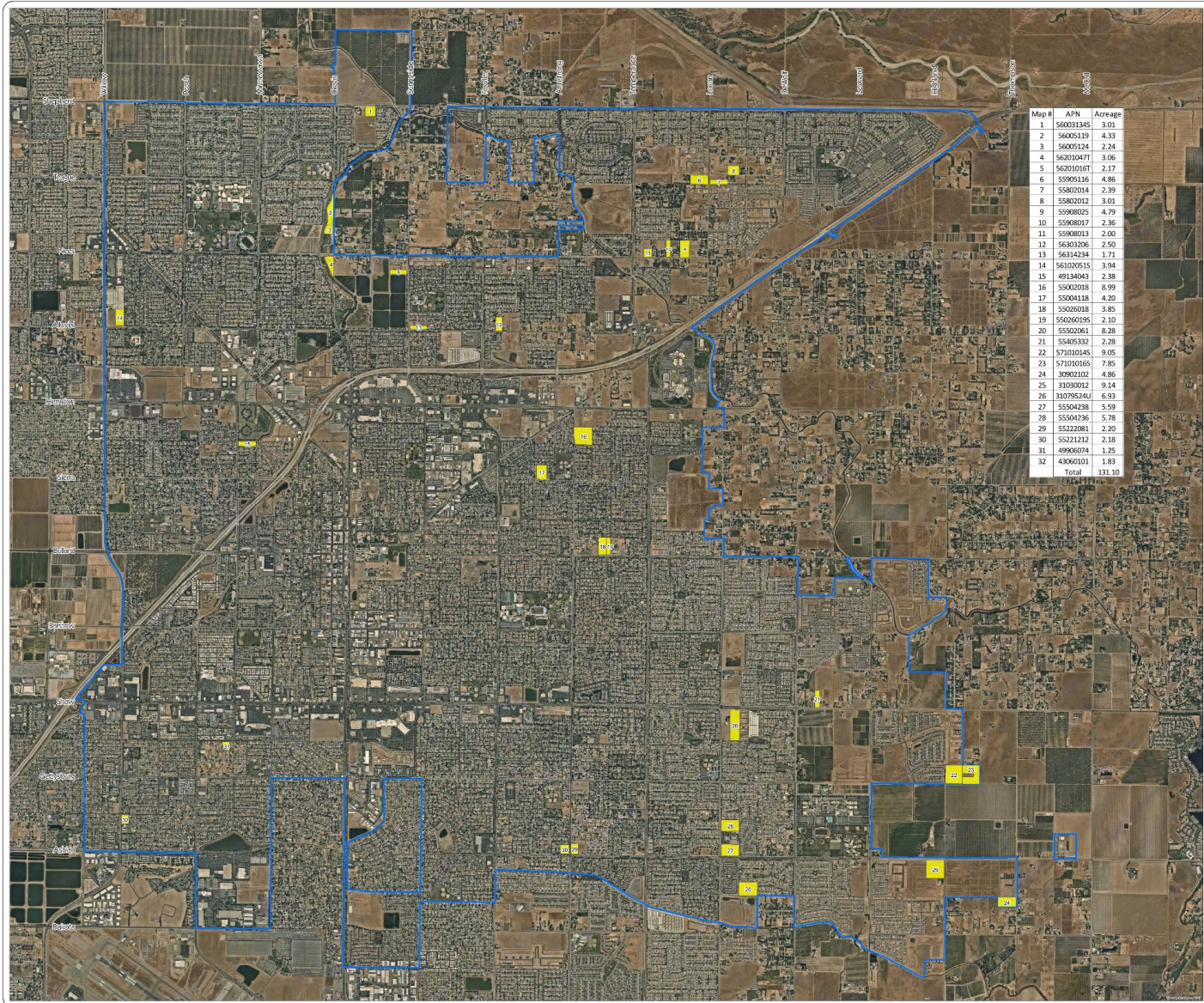


1" = 4,000'

ORIGINAL RHNA SITE INVENTORY

ATTACHMENT 3

AGENDA ITEM NO. 8.



City of Clovis

RHN Overlay

1" = 1,000'



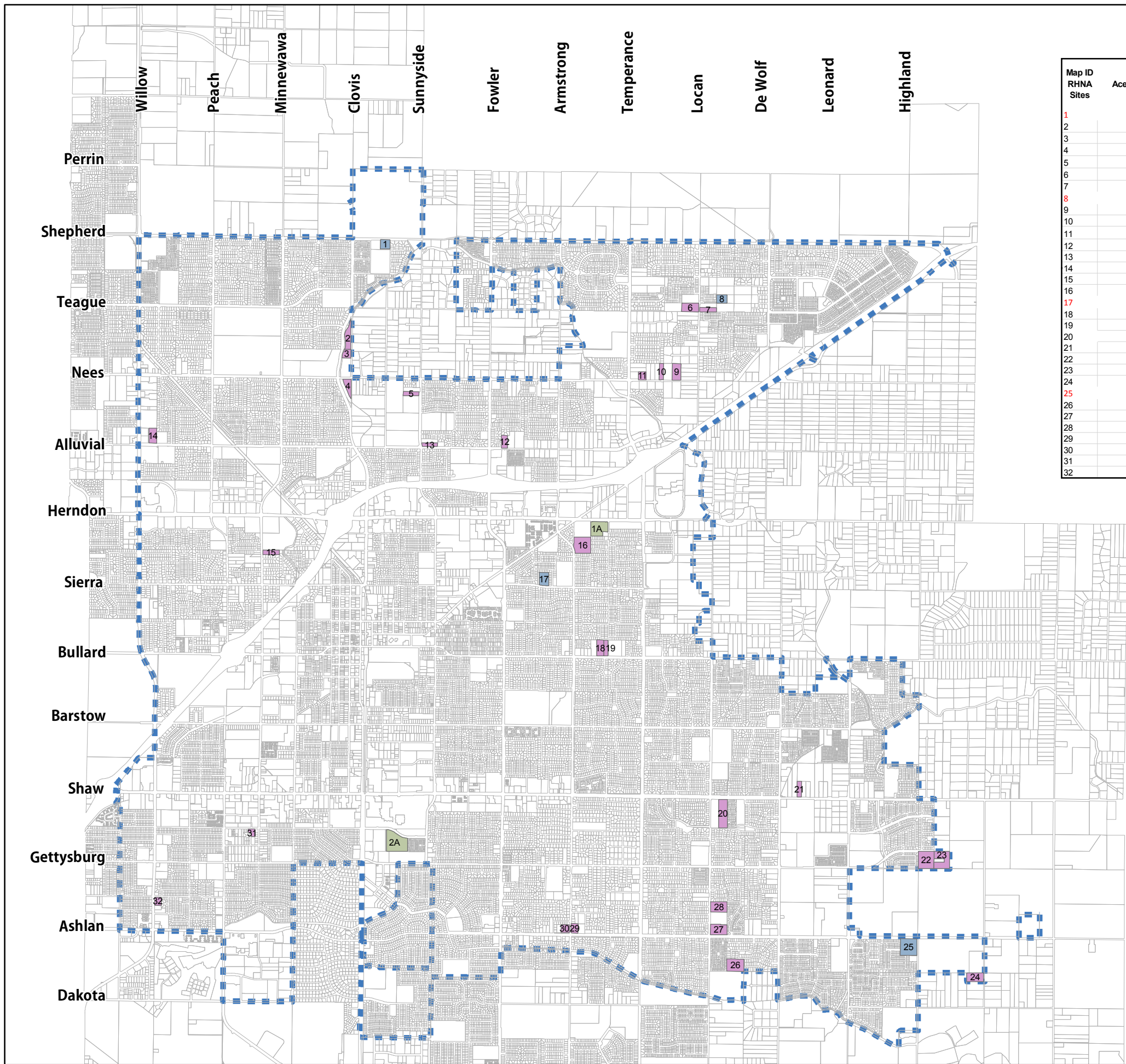
Date: 1/25/2019

CURRENT RHNA SITE INVENTORY

ATTACHMENT 4







1/10/2020



Map ID RHNA Sites	Acerage
1	3.01
2	4.33
3	2.24
4	3.06
5	2.17
6	4.86
7	2.39
8	3.01
9	4.79
10	2.36
11	2.00
12	2.50
13	1.71
14	3.94
15	2.38
16	8.99
17	4.20
18	3.85
19	2.10
20	8.28
21	2.28
22	9.05
23	7.85
24	4.86
25	9.14
26	6.93
27	5.59
28	5.78
29	2.20
30	2.18
31	1.25
32	1.83

Map ID Non- RHNA Sites	Acerage
1A	7.45
2A	12.23

-  City Limits
-  Non-RHNA Site
-  RHNA Site
-  Removed Inventory



1" = 4,000'



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: January 21, 2020

SUBJECT: Consider Adoption – Ord. 20-____, 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.

Staff: Dave Merchen, City Planner
Recommendation: Adopt

ATTACHMENT: 1. Draft Extension Ordinance

CONFLICT OF INTEREST

None

RECOMMENDATION

Staff recommends that the Council adopt an urgency ordinance to extend Ord. 19-21, which was adopted by the Council on December 16, 2019 to address State legislation related to Housing Development Project Standards and Procedures, Density Bonus, Accessory Dwelling Units, and Review Procedures. As an urgency ordinance, the extension ordinance requires a four-fifths (4/5) vote.

Staff further recommends that the Council accept this staff report as the written report describing the measures the City has taken to alleviate the conditions which led to the adoption of Urgency Ordinance 19-21.

EXECUTIVE SUMMARY

On December 16, 2019, the City Council of the City of Clovis ("City") adopted Ord. 19-21, as an urgency ordinance ("Urgency Ordinance"). The Urgency Ordinance was adopted in order to ensure that the City is in compliance with new state housing laws ("2019 Housing Laws"). The Urgency Ordinance amended certain provisions of Title 9 of the Clovis Municipal Code ("Development 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 ("ADUs"), 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. If approved, 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.

BACKGROUND

Adoption of Urgency Ordinance

On December 16, 2019, the City Council adopted Ord. 19-21, related to various housing concerns. The interim ordinance does the following:

- Chapter 9.26 of Title 9: Adds a new category of housing developments eligible for a density bonus, along with the corresponding density bonus and the number of incentives or concessions for which such housing developments are eligible.
- Section 9.40.020 of Title 9: Replaces Section 9.40.020 in its entirety to reflect the standards, procedures, and permitted accessory dwelling unit ("ADU") and junior accessory dwelling unit ("JADU") structures required by Government Code sections 65852.2 and 65852.22.
- Section 9.40.200 of Title 9: Adds Low Barrier Navigation Center developments as a use by right in areas zoned for mixed use and nonresidential zones permitting multifamily uses, if State law requirements are satisfied.
- Chapter 9.50 of Title 9: Adds a procedure for filing a preliminary application for housing developments and the effect thereof; adds procedures and timelines for review,

acceptance, and approval of preliminary and final applications for housing developments; adds special requirements for housing developments in urbanized areas; revises and expands procedures and timelines for streamlined ministerial review of certain housing development projects, including moderate-income multifamily housing.

- Chapter 9.77 of Title 9: Adds a chapter that establishes and incorporates objective standards for housing developments and a ministerial review process for qualifying housing developments.

A complete copy of the urgency ordinance and staff report was included in the December 16, 2019 Council agenda package.

Extension of Urgency Ordinance

The interim regulations adopted pursuant to Urgency Ordinance 19-21 will expire January 30, 2020, unless extended by the Council following a noticed public hearing pursuant to Government Code section 65858. A public hearing was noticed for the January 21, 2020 Council meeting. State law allows the Council to extend Urgency Ordinance 19-21 for up to 10 months and 15 days (until December 15, 2020).

To adopt the extension ordinance, the Council must find that there is a current and immediate threat to the public health, safety, or welfare, and that the construction and placement of development projects and housing, including ADUs, in the City without adhering to appropriate regulatory requirements would result in that threat to public health, safety or welfare. These findings, and the basis for the findings, are set forth in the body of Urgency Ordinance 19-21, and in the new extension ordinance.

Formal public hearings before the Planning Commission and City Council regarding housing development standards and procedures will occur in connection with adoption of permanent amendments to the City's Development Code, as set forth in the December 16, 2019 staff report and as intended by the Council when it adopted Urgency Ordinance 19-21.

It is a more efficient use of staff resources to prepare comprehensive amendments to the Development Code to address the many and often overlapping areas of housing development application, review, and approval affected by the 2019 Housing Laws, rather than to conduct multiple "stand alone" ordinance amendments. It also allows for the ordinance amendments to be placed in a logical manner within the Development Code. There are other amendments that will be incorporated in the same manner for other development standards. Preparing comprehensive Development Code amendments enables public participation in the discussion of housing issues. The extension of the urgency ordinance allows staff to proceed in the manner directed by the City Council.

WRITTEN REPORT: STEPS TO ADDRESS URGENCY CONDITIONS

It is necessary for the Council to issue a written report describing the measures the City has taken to alleviate the conditions which led to the adoption of Urgency Ordinance 19-21. As noted in the December 16, 2019 staff report, staff is currently in the process of preparing amendments to the affected Ordinances to bring them into compliance with the 2019 Housing Laws. Staff is diligently working with the City Attorney’s office on preparation of a comprehensive update to the City’s Development Code to address the 2019 Housing Laws. It is anticipated that this effort will take up to one year.

Planning Department staff has regularly met with the City Attorney’s office and other department heads to consider the 2019 Housing Laws and the effects thereof on the Development Code and City procedures for housing development applications. Meetings have continued since adoption of the Urgency Ordinance. Staff is taking into consideration feedback and recommendations from the various departments to develop procedures and standards that are both compliant with the new 2019 Housing Laws and meet the needs of the departments to effectively deliver services to the City.

To implement the Urgency Ordinance and the 2019 Housing Laws, staff has revised the master development application to include preliminary application and multifamily ministerial review. Staff has also developed a checklist for the preliminary application that specifies content for a complete preliminary application, pursuant to Government Code section 65941.1. Staff is in the process of evaluating other development application forms and the processes for accepting, reviewing, and approving development applications consistent with the Urgency Ordinance and the 2019 Housing Laws.

Staff will continue to evaluate the forms and process as applications are received pursuant to the new preliminary application process, as well as other processes affected by the Urgency Ordinance and the 2019 Housing Laws.

FISCAL IMPACT

None

REASON FOR RECOMMENDATION

This urgency ordinance is being recommended to extend Ord. 19-21, for up to 10 months and 15 days to prepare permanent amendments to the Development Code, and to conform City forms and procedures as required by the Urgency Ordinance and 2019 Housing Laws.

ACTIONS FOLLOWING APPROVAL

If the Council approves the extension ordinance, the interim regulations will be in effect until the City adopts permanent amendments to the Development Code, or December 15, 2020, whichever occurs first.

Prepared by: David Merchen, City Planner

Reviewed by: City Manager *DM*

ORDINANCE 20- __**(Urgency Ordinance)
(Extending Urgency Ordinance No. 19-21)****AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS EXTENDING URGENCY ORDINANCE NO. 19-21 WHICH AMENDS 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**

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

SECTION 1. FINDINGS.

1. By adopting Urgency Ordinance 19-21 (December 16, 2019), the City Council adopted interim regulations for development projects and housing, including accessory dwelling units (“ADU”), consistent with the newly enacted state housing laws (“2019 Housing Laws”) pending the approval of permanent amendments to Title 9 of the Clovis Municipal Code (“Development Code”) addressing the 2019 Housing Laws.
2. The City Council in adopting Urgency Ordinance 19-21 found that there is a current and immediate threat to the public health, safety, or welfare, and that the construction and placement of development projects and housing, including ADUs, in the City without adhering to appropriate regulatory requirements would result in that threat to public health, safety, or welfare until the Council has had an opportunity to review, consider, and approve permanent housing ordinance amendments to the Development Code.
3. The Findings set forth in Ordinance 19-21 are incorporated by reference as though fully set forth herein.
4. Staff presented the 2019 Housing Laws urgency ordinance to the City Council on December 16, 2019. The 2019 Housing Laws cover a number of different and overlapping areas related to housing development application, review, and approval. Developing permanent regulations to address the 2019 Housing Laws is a large and complicated task. Staff is diligently working on amendments to the Development Code which will address the 2019 Housing Laws.
5. Urgency Ordinance 19-21 will expire before staff has had an opportunity to prepare permanent regulations to address the 2019 Housing Laws and propose comprehensive amendments to the Development Code.

6. In accordance with Government Code section 65090, the City published a notice of a public hearing in the Business Journal on January 6, 2020 to consider extending Urgency Ordinance 19-21.

SECTION 2. EXTENSION OF URGENCY ORDINANCE 19-21

1. Urgency Ordinance 19-21 is extended until permanent regulations governing development projects and housing, including ADUs, consistent with the 2019 Housing Laws are adopted, but in no event beyond the maximum time authorized by law of 10 months and 15 days.
2. In extending Urgency Ordinance 19-21, the Council finds that there is a current and immediate threat to the public health, safety, or welfare, and that the construction and placement of development projects and housing, including ADUs, in the City without adhering to appropriate regulatory requirements would result in that threat to public health, safety, or welfare until the Council has had an opportunity to review, consider, and approve a permanent and comprehensive amendment to the Development Code.
3. These findings are based upon the documents and evidence presented to the City Council in connection with adoption of Urgency Ordinance 19-21, and any documents and evidence presented to the Council in connection with the adoption of this extension ordinance.

SECTION 3. INTERIM URGENCY ORDINANCE.

Pending the adoption of a permanent ordinance addressing the construction and placement of development projects and housing, including ADUs, in the City, the regulations set forth in **Attachment "A"** shall apply. Attachment "A" shall be deemed an interim ordinance and remain in effect for ten months and fifteen (15) days from the expiration of Urgency Ordinance 19-21 on January 30, 2020 (no later than December 15, 2020.)

SECTION 4. EFFECTIVE DATE.

The extension of Urgency Ordinance 19-21 by adoption of this ordinance shall go into effect immediately upon expiration of Urgency Ordinance 19-21 and be in full force and operation until a permanent ordinance addressing the construction and placement of development projects and housing, including ADUs, in the City becomes effective, but in no event beyond 10 months and 15 days from the expiration of Urgency Ordinance 19-21 on January 30, 2020 (no later than December 15, 2020).

The foregoing Urgency Ordinance was introduced, read, and adopted at a regular meeting of the City Council of the City of Clovis held on January 21, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing ordinance is hereby approved this _____ day of January 2020.

Mayor

ATTEST:

City Clerk

**ORDINANCE NO. 19-21
(URGENCY ORDINANCE)**

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS AMENDING PROVISIONS OF TITLE 9 TO THE CLOVIS MUNICIPAL CODE RELATING TO HOUSING DEVELOPMENT PROJECT STANDARDS AND PROCEDURES, DENSITY BONUS, ACCESSORY DWELLING UNITS, REVIEW PROCEDURES AND MAKING RELATED FINDINGS

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

SECTION 1. FINDINGS.

- A. The California Legislature declared a statewide housing emergency. The 2019 California Legislative Session produced numerous laws related to housing (“2019 Housing Laws”), including the Housing Crisis Act of 2019 (S.B. 330). The intent of the Legislature in enacting the Housing Crisis Act of 2019 is to “suspend certain restrictions on the development of new housing” and to “expedite the permitting of housing.”
- B. The 2019 Housing Laws in general are intended to promote housing development throughout the State. Among the effects of the 2019 Housing Laws are changes to the procedures and standards for housing development projects, density bonus, accessory dwelling units (“ADUs”), and other housing-related concerns. Certain provisions of the 2019 Housing Laws are already in effect and other provisions go into effect on January 1, 2020.
- C. The City of Clovis (“City”) previously adopted ordinances (“Ordinances”) to comply with then-existing state law that now require amendments to comply with the 2019 Housing Laws. Certain provisions of the 2019 Housing Laws specifically require local ordinances to comply with the standards expressed in the respective statutes and make null and void those local ordinances that are inconsistent with the 2019 Housing Laws.
- D. The City is currently in the process of preparing amendments to the affected Ordinances to bring them into compliance with the 2019 Housing Laws. In the process of updating the Ordinances, staff will be developing procedures and standards to specifically address the amendments arising from the 2019 Housing Laws. Pending approval of permanent Ordinance amendments implementing the procedures and standards required by the 2019 Housing Laws, development projects and housing, including ADUs, could be constructed and placed in a manner inconsistent with City regulations proposed to be adopted for the health, safety, and welfare of the community.
- E. It is in the best interest of the City to adopt interim ordinances in order for the City to accept, review, and act on housing development applications in compliance with the 2019 Housing Laws. Further, in order to protect the public health, safety, and welfare, it is in the best interest of the City that, to the extent possible, the procedures and standards outlined in the existing Ordinances continue in force and effect while City staff develops revised procedures and standards for permanent amendments to the Ordinances addressing these

changes. Without the adoption of interim regulations addressing the 2019 Housing Laws, the construction and placement of development projects and housing, including ADUs, would frustrate and contradict the ultimate goals of the existing and updated Ordinances.

- F. Based upon the foregoing findings, the City Council of the City of Clovis finds that there is a current and immediate risk of processing and evaluating applications for housing development projects in a way that conflicts with the requirements of the 2019 Housing Laws. The City Council of the City of Clovis further finds that there is a current and immediate threat to the public health, safety, or welfare if the Ordinances are deemed null and void due to non-compliance with the 2019 Housing Laws. The construction and placement of development projects and housing, including ADUs, in the City without adhering to appropriate regulatory requirements would result in a threat to public health, safety, or welfare for the period of time until the Council has had an opportunity to review, consider, and approve regulations for development projects and housing, including ADUs, and incorporate those regulations into the Clovis Municipal Code.
- G. The City Council desires to approve interim Ordinance amendments pending completion of City staff’s consideration of permanent Ordinance amendments for development projects and housing, including ADUs, consistent with the 2019 Housing Laws and incorporation of those amendments into the Clovis Municipal Code.

SECTION 2. INTERIM REGULATION: DENSITY BONUS.

Pending the approval of permanent Ordinance amendments addressing the 2019 Housing Laws, development projects and housing may be constructed in accordance with the density bonus standards and regulations set forth in the interim ordinance attached hereto as **Attachment “A.”** Attachment “A” shall be deemed an interim ordinance and shall remain in effect for forty-five (45) days from the adoption of this Urgency Ordinance No. 19 - 19 on December 16, 2019 (until January 30, 2020), unless this urgency ordinance is extended as authorized by California Government Code section 65858.

SECTION 3. INTERIM REGULATION: ACCESSORY DWELLING UNITS.

Pending the approval of permanent Ordinance amendments addressing the 2019 Housing Laws, ADUs may be constructed and located only in accordance with the standards and regulations set forth in the interim ordinance attached hereto as **Attachment “B.”** Attachment “B” shall be deemed an interim ordinance and shall remain in effect for forty-five (45) days from the adoption of this Urgency Ordinance No. 19 - 19 on December 16, 2019 (until January 30, 2020), unless this urgency ordinance is extended as authorized by California Government Code section 65858.

SECTION 4. INTERIM REGULATION: HOUSING DEVELOPMENT PROCEDURES.

Pending the approval of permanent Ordinance amendments addressing the 2019 Housing Laws, development projects and housing shall be reviewed and approved in accordance with the procedures and standards set forth in the interim ordinance attached hereto as **Attachment “C.”** Attachment “C” shall be deemed an interim ordinance and shall remain in effect for forty-five (45) days from the adoption of this Urgency Ordinance No. 19 - 19 on December 16, 2019 (until January 30, 2020), unless this urgency ordinance is extended as authorized by California Government Code section 65858.

SECTION 5. INTERIM REGULATION: OBJECTIVE STANDARDS AND INISTERIAL REVIEW.

Pending the approval of permanent Ordinance amendments addressing the 2019 Housing Laws, development projects and housing shall be reviewed and approved in accordance with the standards and regulations for residential design, project review, and appeals set forth in the interim ordinance attached hereto as **Attachment "D."** Attachment "D" shall be deemed an interim ordinance and shall remain in effect for forty-five (45) days from the adoption of this Urgency Ordinance No. 19 - 19 on December 16, 2019 (until January 30, 2020), unless this urgency ordinance is extended as authorized by California Government Code section 65858.

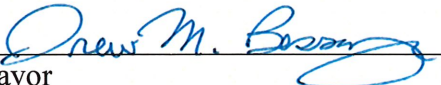
SECTION 6. EFFECTIVE DATE.

This Ordinance shall go into effect immediately and shall be in full force and operation for forty-five (45) days from its adoption, unless extended by the Council.


The foregoing Urgency Ordinance was introduced, read, and adopted at a regular meeting of the City Council of the City of Clovis held on December 16, 2019, by the following vote:

APPROVED:

Dated: December 16, 2019



Mayor



City Clerk

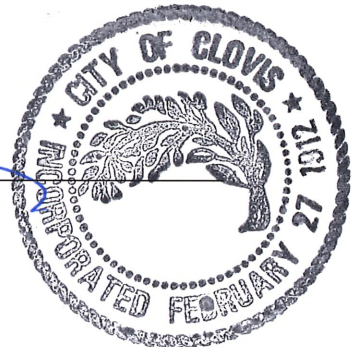
The foregoing Urgency Ordinance was introduced, read, and adopted at a regular meeting of the City Council held on December 16, 2019, by the following vote, to wit:

- AYES: Councilmembers Ashbeck, Flores, Mouanoutoua, Whalen, Mayor Bessinger
- NOES: None
- ABSENT: None
- ABSTAIN: None

Dated: December 16, 2019



City Clerk



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Attachment “A”

CHAPTER 9.26, OF TITLE 9, OF THE CLOVIS MUNICIPAL CODE PERTAINING TO DENSITY BONUS IS AMENDED IN ITS ENTIRETY TO READ AS FOLLOWS:

CHAPTER 9.26
AFFORDABLE HOUSING INCENTIVES: DENSITY BONUS

Sections:

- 9.26.010 Purpose of chapter.
- 9.26.020 Eligibility for bonus, incentives, or concessions.
- 9.26.030 Allowed density bonuses.
- 9.26.040 Allowed incentives or concessions.
- 9.26.050 Parking requirements in density bonus projects.
- 9.26.060 Bonus and incentives for developments with child care facilities.
- 9.26.070 Continued availability.
- 9.26.080 Location and type of designated units.
- 9.26.090 Processing of bonus requests.
- 9.26.100 Density bonus agreement.
- 9.26.110 Control of resale.
- 9.26.120 Judicial relief, waiver of standards.

9.26.010 Purpose of chapter.

As required by Government Code Section 65915, this chapter offers density bonuses and incentives or concessions for the development of housing that is affordable to the types of households and qualifying residents identified in Section 9.26.020 (Eligibility for bonus, incentives, or concessions). This chapter is intended to implement the requirements of Government Code Section 65915 et seq. and the Housing Element of the General Plan. As used in this Chapter and when otherwise required by Government Code section 65915 et seq., “housing development” means a development project for five or more residential units, including mixed-use developments, that meets the requirements of Government Code section 65915(i).

9.26.020 Eligibility for bonus, incentives, or concessions.

In order to be eligible for a density bonus and other incentives or concessions as provided by this chapter, a proposed housing development shall comply with the following requirements and shall satisfy all other applicable provisions of this Development Code, except as provided by Section 9.26.040 (Allowed incentives or concessions).

A. Resident requirements. A housing development proposed to qualify for a density bonus shall be designed and constructed so that it includes at least any one of the following:

- 1. Ten percent (10%) of the total number of proposed units are for lower-income households, as defined in Health and Safety Code Section 50079.5;

2. Five percent (5%) of the total number of proposed units are for very low-income households, as defined in Health and Safety Code Section 50105;

3. The project is a senior citizen housing development as defined in Civil Code Sections 51.3 and 51.12, or is a mobile home park that limits residency based on age requirements for housing older persons in compliance with Civil Code Sections 798.76 and 799.5;

4. Ten percent (10%) of the total dwelling units in a common interest development as defined in Civil Code Section 4100 are for persons and families of moderate income, as defined in Health and Safety Code Section 50093; provided, that all units in the development are offered to the public for purchase;

5. Ten percent (10%) of the total number of proposed units of housing for transitional foster youth, as defined in Section 66025.9 of the Education Code, disabled veterans, as defined in Section 18541 of the Government Code, or homeless persons, as defined in the federal McKinney-Vento Homeless Assistance Act; or

6. Twenty percent (20%) of the total number of proposed units for lower income students in a student housing development that meets the requirements, as defined by Government Code Section 65915.

7. One hundred percent (100%) of the total units, exclusive of a manager's unit or units, are for lower income households, as defined by Health and Safety Code Section 50079.5, except that up to twenty percent (20%) of the total units in the development may be for moderate-income households, as defined in Health and Safety Code Section 50053.

B. Applicant selection of basis for bonus. For purposes of calculating the amount of the density bonus in compliance with Section 9.26.030 (Allowed density bonuses), the applicant who requests a density bonus shall elect whether the bonus shall be awarded on the basis of subsection (A)(1), (2), (3), ~~(4)~~, (5), (6), or (7) of this section. A preliminary application submitted pursuant to Section 9.50.055 shall include the number of bonus units requested pursuant to this section.

C. Bonus units shall not qualify as a project. A density bonus granted in compliance with Section 9.26.030 (Allowed density bonuses) shall not be included when determining the number of housing units that is equal to the percentages required by subsection A of this section.

D. Minimum project size to qualify for density bonus. The density bonus provided by this chapter shall be available only to a housing development of five (5) or more dwelling units.

E. Condominium conversion projects. A condominium conversion project for which a density bonus is requested shall comply with the eligibility and other requirements in Government Code Section 65915.5.

9.26.030 Allowed density bonuses.

The Director shall determine the amount of a density bonus allowed in a housing development in compliance with this section. For the purposes of this chapter, “density bonus” means a density increase over the otherwise maximum allowable residential density under the applicable Land Use Plan designation and zoning district as of the date of preliminary or final application by the applicant to the City.

A. Density bonus. A housing development that complies with the eligibility requirements in Section 9.26.020(A)(1), (2), (3), ~~or (4)~~, (5), (6), or (7) shall be entitled to density bonuses as follows, unless a lesser percentage is proposed by the applicant:

1. Bonus for units for lower-income households. A housing development that is eligible for a bonus in compliance with the criteria in Section 9.26.020(A)(1) (ten percent (10%) of units for lower-income households) shall be entitled to a density bonus calculated as follows:

TABLE 3-5
BONUS FOR LOWER-INCOME
HOUSEHOLDS

[Insert Table 3-5]

2. Bonus for units for very low-income households. A housing development that is eligible for a bonus in compliance with the criteria in Section 9.26.020(A)(2) (five percent (5%) of units for very low-income households) shall be entitled to a density bonus calculated as follows:

TABLE 3-6
BONUS FOR VERY LOW-INCOME
HOUSEHOLDS

[Insert Table 3-6]

3. Bonus for senior citizen development. A housing development that is eligible for a bonus in compliance with the criteria in Section 9.26.020(A)(3) (senior citizen development or mobile home park) shall be entitled to a density bonus of twenty percent (20%).

4. Bonus for moderate-income units in common interest development. A housing development that is eligible for a bonus in compliance with the criteria in Section 9.26.020(A)(4) (ten percent (10%) of units in a common interest development for persons and families of moderate income) shall be entitled to a density bonus calculated as follows:

TABLE 3-7
BONUS FOR MODERATE-INCOME
HOUSEHOLDS

[Insert Table 3-7]

5. Bonus for transitional foster youth, disabled veterans, or homeless persons

development. A housing development that is eligible for a bonus in compliance with the criteria in Section 9.26.020(A)(5) (transitional foster youth, disabled veterans, or homeless persons) shall be entitled to a density bonus of twenty percent (20%).

6. Bonus for lower income students in a student housing development. A housing development that is eligible for a bonus in compliance with the criteria in Section 9.26.020(A)(6) (lower income students in student housing) shall be entitled to a density bonus of thirty-five percent (35%).

7. Bonus for units for lower-income and moderate-income households. A housing development that is eligible for a bonus in compliance with the criteria in Section 9.26.020(A)(7) (lower-income and moderate-income households) shall be entitled to a density bonus of eighty percent (80%) of the number of units of lower income households. If the housing development is located within one-half mile of a major transit stop, there shall be no maximum controls on density.

a. A housing development that receives a waiver from maximum controls on density shall not be eligible for, and shall not receive, a waiver or reduction of any other development standards, other than a height increase of up to three additional stories, or 33 feet, as expressly provided in Section 9.26.040(C)(4).

b. “Major transit stop” means a site containing an existing rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods, and also includes major transit stops that are included in the applicable regional transportation plan.

87. Density bonus for land donation. When an applicant for a tentative map, parcel map, or other residential development approval donates land to the City in compliance with this subsection, the applicant shall be entitled to a density bonus for the entire development, as follows; provided, that nothing in this subsection shall be construed to affect the authority of the City to require a developer to donate land as a condition of development.

a. Basic bonus. The applicant shall be entitled to a fifteen percent (15%) increase above the otherwise maximum allowable residential density under the applicable Land Use Plan designation and zoning district for the entire development, and an additional increase as follows:

TABLE 3-8
BASIC BONUSES

[Insert Table 3-8]

b. Increased bonus. The increase identified in the table above shall be in addition to any increase in density required by subsections (A)(1) through (47) of this section up to a maximum combined mandated density increase of thirty-five percent (35%) if an applicant seeks both the increase required in compliance with this subsection (A)(78), as well as the bonuses provided by subsections (A)(1) through (47) of this section.

c. Eligibility for increased bonus. An applicant shall be eligible for the increased density bonus provided by this subsection if all of the following conditions are met:

(1) The applicant donates and transfers the land no later than the date of approval of the final map, parcel map, or residential development application.

(2) The developable acreage and zoning classification of the land being transferred are sufficient to permit construction of units affordable to very low-income households in an amount not less than ten percent (10%) of the number of residential units of the proposed development.

(3) The transferred land is at least one acre in size, or of sufficient size to permit development of at least forty (40) units; has the appropriate Land Use Plan designation; is appropriately zoned for development as affordable housing; and is or will be served by adequate public facilities and infrastructure. The land shall have appropriate zoning and development standards to make the development of the affordable units feasible.

(4) No later than the date of approval of the final map, parcel map, or of the residential development, the transferred land shall have all of the permits and approvals, other than building permits, necessary for the development of the very low-income housing units on the transferred land, except that the City may subject the proposed development to subsequent design review to the extent authorized by Government Code Section 65583.2(i) if the design is not reviewed by the City before the time of transfer.

(5) The transferred land and the affordable units shall be subject to a deed restriction ensuring continued affordability of the units consistent with Section 9.26.070 (Continued availability), which shall be recorded on the property at the time of dedication.

(6) The land is transferred to the City or to a housing developer approved by the City. The City may require the applicant to identify and transfer the land to the approved housing developer.

(7) The transferred land shall be within the boundary of the proposed development or, if the City agrees, within one-quarter (1/4) mile of the boundary of the proposed development.

B. Greater or lesser bonuses. The City may choose to grant a density bonus greater than provided by this section for a development that meets the requirements of this section, or grant a proportionately lower density bonus than required by this section for a development that does not fully comply with the requirements of this section.

C. Density bonus calculations. The calculation of a density bonus in compliance with this section that results in fractional units shall be rounded up to the next whole number, as required by State law. For the purpose of calculating a density bonus, the residential units do not have to be based upon individual subdivision maps or parcels.

D. Requirements for amendments or discretionary approval. The granting of a density bonus shall not be interpreted, in and of itself, to require a General Plan amendment, Zoning Map amendment, or other discretionary approval.

E. Location of bonus units. The developer may locate density bonus units in the housing project in other than the areas where the units for the lower-income households are located.

9.26.040 Allowed incentives or concessions.

A. Applicant request and City approval.

1. An applicant for a density bonus in compliance with this chapter may submit to the City a proposal for the specific incentives or concessions listed in subsection ~~C-D~~ of this section (Type of incentives) that the applicant requests in compliance with this section, and may request a meeting with the Director. The applicant may file a request either before filing ~~an~~ a final application for City approval of a proposed project or concurrently with ~~an~~ a final application for project approval. A preliminary application submitted pursuant to Section 9.50.060 shall include any incentives, concessions, waivers, or parking reductions requested pursuant to this section.

2. The Director shall grant an incentive or concession request that complies with this section unless the Director makes either of the following findings in writing, based upon substantial evidence:

a. The incentive or concession is not required to provide for affordable housing costs, as defined in Health and Safety Code Section 50052.5, or for rents for the targeted units to be set as specified in Section 9.26.070(B) (Unit cost requirements); or

b. The incentive or concession would have a specific adverse impact, as defined in Government Code Section 65589.5(d)(2), upon public health and safety or the physical environment, or on any real property listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households.

B. Waiver of standards preventing the use of bonuses, incentives, or concessions. An applicant may submit to the City a proposal for the waiver or reduction of development and zoning standards that would otherwise inhibit the utilization of a density bonus on a specific site, including minimum parcel size, side setbacks, and placement of public works improvements. The applicant shall show that a waiver or modification of development standards is necessary to make the housing units economically feasible.

BC. Number of incentives. The applicant shall receive the following number of incentives or concessions:

1. One incentive or concession. One incentive or concession for a project that includes at least ten percent (10%) of the total units for lower-income households, at least five percent (5%) for very low-income households, or at least ten percent (10%) for persons and families of moderate income in a common interest development.

2. Two (2) incentives or concessions. Two (2) incentives or concessions for a project that includes at least twenty percent (20%) of the total units for lower-income households, at least ten percent (10%) for very low-income households, or at least twenty percent (20%) for persons and families of moderate income in a common interest development.

3. Three (3) incentives or concessions. Three (3) incentives or concessions for a project that includes at least thirty percent (30%) of the total units for lower-income households, at least fifteen percent (15%) for very low-income households, or at least thirty percent (30%) for persons and families of moderate income in a common interest development.

4. Four (4) incentives or concessions. Four (4) incentives or concessions for projects where one hundred percent (100%) of the total units, exclusive of a manager's unit or units, are for lower income households, as defined by Health and Safety Code Section 50079.5, except that up to twenty percent (20%) of the total units in the development may be for moderate-income households, as defined in Health and Safety Code Section 50053. If the project is located within one-half mile of a major transit stop, the applicant shall also receive a height increase of up to three (3) additional stories, or 33 feet.

a. “Major transit stop” means a site containing an existing rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods, and also includes major transit stops that are included in the applicable regional transportation plan.

ED. Type of incentives. For the purposes of this chapter, concession or incentive means any of the following:

1. A reduction in the site development standards of this Development Code (e.g., site coverage limitations, setbacks, reduced parcel sizes, and/or parking requirements (see also Section 9.26.050 (Parking requirements in density bonus projects)), or a modification of architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission in compliance with Health and Safety Code Section 18901 et seq., that would otherwise be required, that results in identifiable, financially sufficient, and actual cost reductions;

2. Approval of mixed use land uses not otherwise allowed by this Development Code in conjunction with the housing development, if nonresidential land uses will reduce the cost of the housing development, and the nonresidential land uses are compatible with the housing project

and the existing or planned development in the area where the project will be located;

3. Other regulatory incentives proposed by the applicant or the City that will result in identifiable, financially sufficient, and actual cost reductions; and/or

4. In its sole and absolute discretion, a direct financial contribution granted by the Council, including writing down land costs, subsidizing the cost of construction, or participating in the cost of infrastructure.

DE. Effect of incentive or concession. The granting of a concession or incentive shall not be interpreted, in and of itself, to require a General Plan amendment, Zoning Map amendment, or other discretionary approval.

F. Exceptions. Notwithstanding the provisions of this Chapter, nothing in this section shall be interpreted to require the City to:

1. Grant a density bonus, incentive, or concession, or waive or reduce development standards, if the bonus, incentive, concession, waiver, or reduction would have a specific adverse impact, as defined in Government Code Section 65589.5(d)(2), upon health, safety, or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.

2. Grant a density bonus, incentive, or concession, or waive or reduce development standards, if the bonus, incentive, concession, waiver, or reduction would have an adverse impact on any real property that is listed in the California Register of Historical Resources.

9.26.050 Parking requirements in density bonus projects.

A. Applicability. This section applies to a development that meets the requirements of Section 9.26.020 (Eligibility for bonus, incentives, or concessions) but only at the request of the applicant. An applicant may request additional parking incentives or concessions beyond those provided in this section in compliance with Section 9.26.040 (Allowed incentives or concessions).

B. Number of parking spaces required.

1. At the request of the applicant, the City shall require the following vehicular parking ratios for a project that complies with the requirements of Section 9.26.020 (Eligibility for bonus, incentives, or concessions), inclusive of handicapped and guest parking:

- a. Zero (0) to one bedroom: One on-site parking space.
- b. Two (2) to three (3) bedrooms: Two (2) on-site parking spaces.
- c. Four (4) and more bedrooms: Two and one-half (2-1/2) on-site parking spaces.

2. If the total number of parking spaces required for a development is other than a whole number, the number shall be rounded up to the next whole number.

C. Adjustments to parking requirements.

1. If the development includes the maximum percentage of low-income or very low-income units and is located within one-half mile of a major transit stop, as defined in Section 21155 of the Public Resources Code, and there is unobstructed access to the major transit stop from the development, the parking ratio, inclusive of handicapped and guest parking, shall not exceed one-half (1/2) spaces per bedroom.

2. At the request of the applicant, if the development consists solely of rental units, exclusive of a manager’s unit or units, with an affordable housing cost to lower income families, as provided in Section 50052.5 of the Health and Safety Code, the following shall apply:

a. If the development is located within one-half (1/2) mile of a major transit stop, as defined in Section 21155 of the Public Resources Code, and there is unobstructed access to the major transit stop from the development, the ratio shall not exceed one-half (1/2) spaces per unit.

b. If the development is a for-rent housing development for individuals who are sixty-two (62) years of age or older that complies with Sections 51.2 and 51.3 of the Civil Code, the ratio shall not exceed one-half (1/2) spaces per unit. The development shall have either paratransit service or unobstructed access, within one-half (1/2) mile, to fixed bus route service that operates at least eight (8) times per day.

c. If the development consists solely of rental units, exclusive of a manager's unit or units, with an affordable housing cost to lower income families, as provided in Health and Safety Code Section 50052.5, and the development is either a special needs housing development, as defined in Health and Safety Code Section 51312, or a supportive housing development, as defined in Health and Safety Code Section 50675.14, then, upon the request of the developer, there shall be no minimum vehicular parking requirement, except that a special needs housing development the ratio shall not exceed three tenths (3/10) spaces per unit. The development shall have either paratransit service or unobstructed access, within one-half (1/2) mile, to fixed bus route service that operates at least eight (8) times per day.

D. Location of parking. For purposes of this section, a development may provide on-site parking through uncovered parking, but not through on-street parking.

9.26.060 Bonus and incentives for developments with child care facilities.

A. Housing developments. A housing development that complies with the resident and project size requirements of Sections 9.26.020(A) and (B), and also includes as part of that development a child care facility other than a large or small family day care home, that will be located on the site of, as part of, or adjacent to the development, shall be subject to the following additional bonus,

incentives, and requirements.

1. Additional bonus and incentives. The City shall grant a housing development that includes a child care facility in compliance with this section either of the following:

a. An additional density bonus that is an amount of floor area in square feet of residential space that is equal to or greater than the floor area of the child care facility; or

b. An additional incentive that contributes significantly to the economic feasibility of the construction of the child care facility.

2. Requirements to qualify for additional bonus and incentives.

a. The City shall require, as a condition of approving the housing development, that:

(1) The child care facility shall remain in operation for a period of time that is as long as or longer than the period of time during which the density bonus units are required to remain affordable in compliance with Section 9.26.070 (Continued availability); and

(2) Of the children who attend the child care facility, the children of very low-income households, lower-income households, or families of moderate income shall equal a percentage that is equal to or greater than the percentage of dwelling units that are required for very low-income households, lower-income households, or families of moderate income in compliance with Section 9.26.020(A) (Resident requirements).

b. The City shall not be required to provide a density bonus for a child care facility in compliance with this section if it finds, based upon substantial evidence, that the community has adequate child care facilities.

B. Commercial and industrial developments. A developer of a commercial or industrial development project, containing at least fifty thousand (50,000) square feet of floor area, may be granted a density bonus when that developer agrees to set aside at least two thousand (2,000) square feet of interior floor area and three thousand (3,000) outdoor square footage to be used for a child care facility, other than a large or small family day care home, in compliance with Government Code Section 65917.5 (Commercial density bonus).

1. Allowable density bonuses. The allowable density bonus may be one of the following:

a. A maximum of five (5) square feet of floor area for each one square foot of floor area contained in the child care facility located in an existing child care facility; or

b. A maximum of ten (10) square feet of floor area for each one square foot of

floor area contained in the child care facility located in a new child care facility.

2. Requirements to qualify for the additional density bonus shall include all of the following.

a. For purposes of calculating the allowable density bonus under this subsection, both the total area contained within the exterior walls of the child care facility and all outdoor areas devoted to the use of the facility in compliance with applicable State child care licensing requirements shall be considered.

b. The child care facility shall be of a sufficient size to comply with all applicable State licensing requirements in order to accommodate at least forty (40) children.

c. This facility may be located either on the project site or may be located off site as agreed upon by the developer and the City.

d. If the child care facility is not located on the site of the development project, the City shall determine whether the location of the child care facility is appropriate and whether it complies with the purpose and intent of this section.

e. The granting of a density bonus shall not preclude the City from imposing necessary conditions on the development project or on the additional square footage in compliance with Government Code Section 65917.5 (Commercial density bonus).

9.26.070 Continued availability.

The units that qualified the housing development for a density bonus and other incentives and concessions shall continue to be available as affordable units in compliance with the following requirements, as required by Government Code Section 65915(c). See also Section 9.26.110 (Control of resale).

A. Duration of affordability. The applicant shall agree to, and the City shall ensure, the continued availability of the units that qualified the housing development for a density bonus and other incentives and concessions, as follows:

1. Low- and very low-income units. The continued affordability of all low- and very low-income qualifying units shall be maintained for ~~thirty (30)~~fifty-five (55) years, or a longer time if required by the construction or mortgage financing assistance program, mortgage insurance program, rental subsidy program, or by City policy or ordinance.

2. Moderate-income units in common interest development. The continued availability of moderate-income units in a common interest development shall be maintained for a minimum of ten (10) years, or a longer time if required by City policy or ordinance.

B. Unit cost requirements. The rents and owner-occupied costs charged for the housing units

in the development that qualify the project for a density bonus and other incentives and concessions shall not exceed the following amounts during the period of continued availability required by this section:

1. Lower-income units. Rents for the lower-income density bonus units shall be set at an affordable rent as defined in Health and Safety Code Section 50053, ~~and~~

a. For housing developments specified in Section 9.26.020(A)(7), rents for all units in the development, including both base density and density bonus units, shall be as follows:

i. The rent for at least twenty percent (20%) of the units in the development shall be set at an affordable rent, as defined in Health and Safety Code Section 50053.

ii. The rent for the remaining units in the development shall be set at an amount consistent with the maximum rent levels for a housing development that receives an allocation of state or federal low-income housing tax credits from the California Tax Credit Allocation Committee.

2. Owner-occupied units. Owner-occupied units shall be available at an affordable housing cost as defined in Health and Safety Code Section 50052.5.

C. Occupancy and resale of moderate-income common interest development units. An applicant shall agree to, and the City shall ensure that, the initial occupants of moderate-income units that are directly related to the receipt of the density bonus in a common interest development as defined in Civil Code Section 1351 are persons and families of moderate income, as defined in Health and Safety Code Section 50093, and that the units are offered at an affordable housing cost, as defined in Health and Safety Code Section 50052.5. The City shall enforce an equity sharing agreement unless it is in conflict with the requirements of another public funding source or law. The following requirements apply to the equity sharing agreement.

1. Upon resale, the seller of the unit shall retain the value of any improvements, the down payment, and the seller’s proportionate share of appreciation.

2. The City shall recapture any initial subsidy and its proportionate share of appreciation, which shall then be used within three (3) years for any of the purposes described in Health and Safety Code Section 33334.2(e) that promote home ownership. For the purposes of this section:

a. The City’s initial subsidy shall be equal to the fair market value of the home at the time of initial sale, minus the initial sale price to the moderate-income household, plus the amount of any down payment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, then the value at the time of the resale shall be used as the initial market value; and

b. The City’s proportionate share of appreciation shall be equal to the ratio of the initial subsidy to the fair market value of the home at the time of initial sale.

9.26.080 Location and type of designated units.

A. Location/dispersal of units. As required by the Director in compliance with Section 9.26.090 (Processing of bonus requests), designated units shall be reasonably dispersed throughout the project where feasible, shall contain on average the same number of bedrooms as the nondesignated units in the project, and shall be compatible with the design or use of remaining units in terms of appearance, materials, and finish quality.

B. Phasing. If a project is to be phased, the density bonus units shall be phased in the same proportion as the nondensity bonus units, or phased in another sequence acceptable to the City.

9.26.090 Processing of bonus requests.

A. Permit requirement. A request for a density bonus and other incentives and concessions shall be evaluated and decided through the density bonus request processing procedures. In addition to the requirements of the density bonus request processing procedures, the following procedures shall also apply for the processing of applications requesting a density bonus to determine eligibility:

1. Density bonus eligibility. Once ~~an~~ a final application has been deemed complete, the applicant shall be informed in writing of the amount of density bonus allowed as calculated by Section 9.26.030;

2. Density bonus parking ratio. If a modified parking ratio is requested by the applicant pursuant to Government Code Section 65915 as part of the density bonus, the applicant shall be notified of the applicable parking ratio(s) as required by Section 9.26.050; and

3. Incentives, concessions, or waivers eligibility. If incentives, concessions, and/or waivers are requested by the applicant pursuant to Government Code Section 65915, and outlined in Section 9.26.040, the applicant shall be notified of whether the application contains the adequate information necessary for the Department to make a determination as to those incentives, concessions, or waivers or reductions of development standards.

B. Findings for approval. In addition to the density bonus request processing procedures, the approval of a density bonus and other incentives and concessions shall require that the review authority first make all of the following additional findings:

1. The residential development will be consistent with the General Plan and any applicable specific plan, except as provided by this chapter for density bonuses, and other incentives and concessions;

2. The approved number of dwellings can be accommodated by existing and planned infrastructure capacities;

3. Adequate evidence exists to indicate that the project will provide affordable housing in a manner consistent with the purpose and intent of this chapter; and

4. There are sufficient provisions to guarantee that the units will remain affordable for the required time period.

9.26.100 Density bonus agreement.

A. Agreement required. An applicant requesting a density bonus shall agree to enter into a density bonus agreement (referred to as the “agreement”) with the City in the City’s standard form of agreement.

B. Agreement provisions.

1. Project information. The agreement shall include at least the following information about the project:

a. The total number of units approved for the housing development, including the number of designated dwelling units;

b. A description of the household income group to be accommodated by the housing development, and the standards and methodology for determining the corresponding affordable rent or affordable sales price and housing cost consistent with HUD guidelines;

c. The marketing plan for the affordable units;

d. The location, unit sizes (square feet), and number of bedrooms of the designated dwelling units;

e. Tenure of the use restrictions for designated dwelling units of the time periods required by Section 9.26.070 (Continued availability);

f. A schedule for completion and occupancy of the designated dwelling units;

g. A description of the additional incentives and concessions being provided by the City;

h. A description of the remedies for breach of the agreement by the owners, developers, and/or successors-in-interest of the project; and

i. Other provisions to ensure successful implementation and compliance with this chapter.

2. Minimum requirements. The agreement shall provide, at minimum, that:

a. The developer shall give the City the continuing right-of-first-refusal to lease or purchase any or all of the designated dwelling units at the appraised value;

b. The deeds to the designated dwelling units shall contain a covenant stating that the developer or successors-in-interest shall not assign, lease, rent, sell, sublet, or otherwise transfer any interests for designated units without the written approval of the City;

c. When providing the written approval, the City shall confirm that the price (rent or sale) of the designated dwelling unit is consistent with the limits established for low and very low-income households, as published by HUD;

d. The City shall have the authority to enter into other agreements with the developer, or purchasers of the designated dwelling units, to ensure that the required dwelling units are continuously occupied by eligible households;

e. Applicable deed restrictions, in a form satisfactory to the City Attorney, shall contain provisions for the enforcement of owner or developer compliance. Any default or failure to comply may result in foreclosure, specific performance, or withdrawal of the certificate of occupancy;

f. In any action taken to enforce compliance with the deed restrictions, the City Attorney shall, if compliance is ordered by a court of competent jurisdiction, take all action that may be allowed by law to recover all of the City's costs of action including legal services; and

g. Compliance with the agreement will be monitored and enforced in compliance with the measures included in the agreement.

3. For-sale housing conditions. In the case of a for-sale housing development, the agreement shall provide for the following conditions governing the initial sale and use of designated dwelling units during the applicable restriction period:

a. Designated dwelling units shall be owner-occupied by eligible households, or by qualified residents in the case of senior housing; and

b. The initial purchaser of each designated dwelling unit shall execute an instrument or agreement approved by the City which:

(1) Restricts the sale of the unit in compliance with this chapter, or other applicable City policy or ordinance, during the applicable use restriction period;

(2) Contains provisions as the City may require to ensure continued compliance with this chapter and State law; and

(3) Shall be recorded against the parcel containing the designated dwelling unit.

4. Rental housing conditions. In the case of a rental housing development, the agreement shall provide for the following conditions governing the use of designated dwelling units during the applicable restriction period:

a. The rules and procedures for qualifying tenants, establishing affordable rent, filling vacancies, and maintaining the designated dwelling units for qualified tenants;

b. Provisions requiring owners to annually verify tenant incomes and maintain books and records to demonstrate compliance with this chapter;

c. Provisions requiring owners to submit an annual report to the City, which includes the name, address, and income of each person occupying the designated dwelling units, and which identifies the bedroom size and monthly rent or cost of each unit; and

d. The applicable use restriction period shall comply with the time limits for continued availability in Section 9.26.070 (Continued availability).

C. Execution of agreement.

1. Following Council approval of the agreement, and execution of the agreement by all parties, the City shall record the completed agreement on the parcels designated for the construction of designated dwelling units, at the County Recorder’s Office.

2. The approval and recordation shall take place at the same time as the final map or, where a map is not being processed, before issuance of building permits for the designated dwelling units.

3. The agreement shall be binding on all future owners, developers, and/or successors-in-interest.

9.26.110 Control of resale.

In order to maintain the availability of for-sale affordable housing units constructed in compliance with this chapter, the following resale conditions shall apply.

A. Limits on resale price. The price received by the seller of an affordable unit shall be limited to the purchase price plus an increase based on the local consumer price index, an amount consistent with the increase in the median income since the date of purchase, or the fair market value, whichever is less. Before offering an affordable housing unit for sale, the seller shall provide written notice to the City of their intent to sell. The notice shall be provided by certified mail to the Director.

B. Units to be offered to the City. Home ownership affordable units constructed, offered for

sale, or sold under the requirements of this section shall be offered to the City or its assignee for a period of at least ninety (90) days from the date the notice of intent to sell is delivered to the City by the first purchaser or subsequent purchasers. Home ownership affordable units shall be sold and resold from the date of the original sale only to households determined to be eligible for affordable units by the City in compliance with this section. The seller shall not levy or charge any additional fees nor shall any “finder’s fee” or other monetary consideration be allowed other than customary real estate commissions and closing costs.

C. Declaration of restrictions. The owners of any affordable unit shall attach and legally reference in the grant deed conveying title of the affordable ownership unit a declaration of restrictions provided by the City, stating the restrictions imposed in compliance with this section. The grant deed shall afford the grantor and the City the right to enforce the declaration of restrictions. The declaration of restrictions shall include all applicable resale controls, occupancy restrictions, and prohibitions required by this section.

D. City to monitor resale of units. The City shall monitor the resale of ownership affordable units. The City or its designee shall have a ninety (90) day option to commence purchase of ownership affordable units after the owner gives notification of intent to sell. Any abuse in the resale provisions shall be referred to the City for appropriate action.

9.26.120 Judicial relief, waiver of standards.

A. Judicial relief. As provided by Government Code Section 65915(d)(3), the applicant may initiate judicial proceedings if the City refuses to grant a requested density bonus, incentive, or concession.

~~B. Waiver of standards preventing the use of bonuses, incentives, or concessions.~~

~~1. As required by Government Code Section 65915(e), the City will not apply a development standard that will have the effect of precluding the construction of a development meeting the criteria of Section 9.26.020(A) (Resident requirements), at the densities or with the concessions or incentives allowed by this chapter.~~

~~2. An applicant may submit to the City a proposal for the waiver or reduction of development and zoning standards that would otherwise inhibit the utilization of a density bonus on a specific site, including minimum parcel size, side setbacks, and placement of public works improvements.~~

~~3. The applicant shall show that the waiver or modification is necessary to make the housing units economically feasible.~~

~~C. City exemption. Notwithstanding the provisions of subsections A and B of this section, nothing in this section shall be interpreted to require the City to:~~

~~1. Grant a density bonus, incentive, or concession, or waive or reduce development standards, if the bonus, incentive, concession, waiver, or reduction would have a specific adverse~~

~~impact, as defined in Government Code Section 65589.5(d)(2), upon health, safety, or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact; or~~

~~2. Grant a density bonus, incentive, or concession, or waive or reduce development standards, if the bonus, incentive, concession, waiver, or reduction would have an adverse impact on any real property that is listed in the California Register of Historical Resources.~~

Attachment “B”

SECTION 9.40.020, OF CHAPTER 9.40, OF TITLE 9, OF THE CLOVIS MUNICIPAL CODE IS AMENDED IN ITS ENTIRETY TO READ AS FOLLOWS:

**CHAPTER 9.40
STANDARDS FOR SPECIFIC LAND USES**

9.40.020 Accessory Residential Dwelling Units.

A. Purpose and intent. This section is intended to meet the requirements of State law in providing for accessory dwelling units (“ADUs”) and junior accessory dwelling units (“JADUs”).

1. This section is intended to comply with Government Code sections 65852.2 and 65852.22, as either may be amended from time to time. The standards established by this section shall be interpreted and applied consistent with the standards set forth in Government Code sections 65852.2 and 65852.22.

2. An ADU or JADU that complies with this section is considered an accessory use or an accessory building that does not exceed the allowable density for the lot upon which it is located.

3. An ADU or JADU that complies with this section is considered a residential use that is consistent with the existing general plan and zoning designations for the lot.

4. An ADU or JADU that complies with this section will not be considered in the application of any other local ordinance, policy, or program to limit residential growth.

5. ADUs and JADUs will be counted for purposes of identifying adequate sites for housing in the City’s Housing Element.

6. This section is not intended to regulate multi-generational dwelling units.

B. Definitions. The following definitions apply to the operation of this Section. To the extent these definitions conflict with definitions found elsewhere in this title, including Section 9.120.020, the definitions set forth in this Section shall control.

1. “Accessory dwelling unit” or “ADU” means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An ADU must include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel that the single-family or multifamily dwelling is or will be situated. An ADU may be an efficiency unit or a manufactured home, as defined.

2. “Accessory structure” means a structure permitted pursuant to Section 9.40.030

that is accessory and incidental to a dwelling located on the same lot.

3. “Efficiency unit” has the same meaning as defined in the California Building Code, California Code of Regulations, Title 24, Section 1207.4, which meets the following standards:

- a. The unit has a single living room of not less than 220 square feet of floor area for two (2) or fewer occupants and an additional 100 square feet of floor area for each additional occupant of the unit.
- b. The unit has a separate closet.
- c. The unit has a kitchen sink, cooking appliance and refrigeration facilities, each having a clear working space of not less than 30 inches in front, and lighting and ventilation conforming to the California Building Standards Code.
- d. The unit has a separate bathroom containing a water closet, lavatory, and bathtub or shower.

4. “Floor area” or “Total floor area” means the entire ground-level square footage of the structure, including the living area, as defined, and any non-habitable area within the structure, such as a garage or storage space.

5. “Impact fee” has the same meaning as the term “fee” is defined in Government Code section 66000(b), except that it also includes fees specified in Government Code section 66477. “Impact fee” does not include any connection fee or capacity charge.

6. “Junior accessory dwelling unit” or “JADU” means a dwelling unit that is no more than 500 square feet in size and contained entirely within the walls of a proposed or existing single-family residence, or other approved structure as specified in Government Code section 65852.2(e). A JADU must include the following features:

- a. Exterior access separate from the main entrance to the proposed or existing primary dwelling or other structure.
- b. An efficiency kitchen, which includes a cooking facility with appliances and a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU.
- c. A JADU may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

7. “Kitchen” has the same meaning as in Section 9.120.020.

8. “Living area” means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.

9. “Multi-generational dwelling unit” means a dwelling unit, that does not include a kitchen, contained entirely within the walls of a proposed or existing single-family residence where access is not restricted between areas of the residence.

10. “Nonconforming zoning condition” means a physical improvement on a property that does not conform with current zoning standards, but was a lawful improvement that did conform to the zoning standards in place at the time of the improvement.

11. “Passageway” means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

12. “Permanent provisions for cooking” has the same meaning as “kitchen.”

13. “Permanent provisions for sanitation” and “sanitation facilities” means a separate bathroom containing a water closet, lavatory, and bathtub or shower.

14. “Proposed dwelling” means a dwelling that is the subject of a permit application and that meets the requirements for permitting.

15. “Public transit” means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

16. “Tandem parking” means that two (2) or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

C. Designated Areas. ADUs and JADUs are allowed in all residential zoning districts, including mixed-use zones where residential uses are permitted, unless the City makes express findings supported by substantial evidence that ADUs and JADUs cannot be permitted due to the inadequacy of water and/or sewer services, and/or the impact of ADUs and JADUs on traffic flow and/or public safety. ADUs and JADUs are subject to the normal requirements of the district. ADUs and JADUs are not permitted in nonresidential zoning districts where residential uses are not allowed.

D. Development Standards. ADUs and JADUs may be permitted on any single-family lot and any multi-family lot. The requirements and standards of the Development Code that apply to the primary dwelling on the lot shall apply to any ADU and/or JADU, including lot coverage, height, floor area ratio, open space, landscape, and architectural review, as well as the requirements and standards that apply to detached dwellings and accessory structures generally. (See Section 9.40.030(D).) If different or conflicting requirements or standards exist, the more restrictive requirements or standards shall apply, but only to the extent such requirement or standard does not conflict with the requirements and standards provided in this Section and Government Code sections 65852.2 and 65852.22.

1. Number of Units. Not more than three (3) dwelling units shall be permitted on a

single-family lot, which shall include not more than one (1) proposed or existing primary residence, and may include not more than one (1) ADU and not more than one (1) JADU.

2. Relation to Primary Dwelling. The ADU must be either: (1) attached to, or located within, the proposed or existing primary dwelling, including attached garages, storage areas or similar uses within the primary dwelling structure, or a permitted accessory structure; or (2) detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling. Except as provided in Government Code section 65852.2(e), a JADU must be contained entirely within the walls of a proposed or existing single-family residence.

3. Setbacks.

a. No setback is required for an ADU constructed or installed within (1) an existing living area or permitted accessory structure, or (2) a structure constructed in the same location and to the same dimensions as an existing permitted accessory structure that is converted to an ADU or to a portion of an ADU.

b. A minimum setback of four (4) feet from the side and rear lot lines is required for an ADU that is not (1) converted from an existing permitted accessory structure, or (2) a new structure constructed in the same location and to the same dimensions as an existing permitted accessory structure.

4. Unit Size.

a. ADU Size.

i. If there is an existing primary dwelling, the total floor area of an attached ADU may not exceed 50 percent of the floor area of the existing primary dwelling.

ii. The total floor area for a detached ADU may not exceed 1,200 square feet.

iii. An attached or detached one-bedroom ADU may not be more than 850 square feet of living area.

iv. An attached or detached ADU that provides more than one (1) bedroom may not be more than 1,000 square feet of living area.

v. An ADU may be an efficiency unit, as defined. A proposed ADU that does not meet the minimum requirements of an efficiency unit is not permitted.

b. JADU Size. A JADU may not be more than 500 square feet in size.

c. Exceptions.

i. Notwithstanding any other minimum or maximum size for an ADU, size based upon a percentage of the proposed or existing primary dwelling, or limits on lot coverage, floor area ratio, open space, or minimum lot size, an attached or detached ADU will be permitted if the ADU is:

1. Not more than 800 square feet of total floor area;
2. Not more than 16 feet in height;
3. Has at least four-foot side and rear yard setbacks; and
4. Is constructed in compliance with all Fire and Building Code requirements and standards of the Development Code.

5. ADU Building Standards.

a. The ADU shall not exceed a single story, unless constructed above an attached or detached garage, or the height limit of the applicable zoning district, whichever is more restrictive.

b. The floor area of the ADU together with the floor area of the primary dwelling unit shall not cause the parcel coverage for the subject site to exceed the maximum allowable lot coverage for the applicable zoning district.

c. The development of the ADU shall be subject to the property development standards for the subject zoning district in which the ADU is located.

d. Both attached and detached ADUs must be architecturally compatible, having similar materials and style of construction, with the primary dwelling and consistent with the established character of the adjoining residential neighborhood. The design and size of the ADU shall conform to all applicable standards of the building, health, and other codes adopted by the City. (Refer to Table 2-3 in Division 2 of this title for residential lot coverage requirements.)

e. Attached ADUs shall be compatible with and made structurally a part of the primary dwelling (e.g., share a common wall with the primary dwelling, rely partially on the primary dwelling for structural support, or be attached to the primary dwelling).

f. Detached ADUs shall comply with building and fire code separation standards, and be compatible with the materials and colors of the primary dwelling.

g. No passageway is required in conjunction with the construction of an ADU.

h. Approval by the County Health Officer and City Public Utilities Director is required where a private water well and/or private sewage disposal system is being used.

i. Fire sprinklers are required for ADUs if fire sprinklers are required for the primary residence.

j. A new or separate utility connection directly between the ADU and the utility is not required unless the ADU is constructed with a new single-family home or a new detached structure.

6. JADU Building Standards. JADUs shall comply with the following:

a. A JADU must include a separate entrance from the main entrance to the proposed or existing single-family residence.

b. A JADU must include at least an efficiency kitchen, which includes a cooking facility with appliances and a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU.

c. A JADU may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

d. A JADU shall not be considered a separate or new dwelling unit for purposes of any fire or life protection ordinance or regulation, or for purposes of providing water, sewer, or power, including a connection fee.

e. Deed Restriction. A JADU shall not be permitted unless a deed restriction, which shall run with the land, is recorded for the applicable lot, and filed with the City along with the permit application, and must do both of the following:

a. Prohibit the sale of the JADU separate from the sale of the single-family residence, and include a statement that the deed restriction may be enforced against future purchasers.

b. Restrict the size and attributes of the JADU that conform with this section.

7. Multifamily ADUs. The following ADUs are permitted within a residential or mixed-use zone on a lot that has an existing multifamily dwelling:

a. One (1) or more ADUs, up to 25 percent of the existing multifamily dwelling units, constructed within the portions of the existing multifamily dwelling structure that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings.

b. Up to two (2) detached ADUs, subject to a height limit of 16 feet and four-foot rear yard and side setbacks.

G. Connection, Impact, and other Fees. Except as provided below, ADUs and JADUs are subject to all fees and assessments require by the Clovis Municipal Code for new residential construction.

1. ADUs and JADUs are not considered to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the ADU or JADU is constructed with a new single-family home or a new detached structure.

2. No impact fee is required for the development of an ADU or JADU of less than 750 square feet. Any impact fees charged for an ADU or JADU of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.

3. An inspection fee shall be assessed for any inspection to determine if an ADU or JADU complies with applicable building standards.

4. The separate utility connection for an ADU constructed with a new single-family home or a new detached structure is subject to a connection fee or capacity charge proportionate to the burden of the proposed ADU, based upon either its square feet or the number of its drainage fixture unit (DFU) values upon the water or sewer system, that reflects the reasonable cost of providing this service.

H. Occupancy and Ownership. ADUs and JADUs must comply with the following standards.

1. A certificate of occupancy must be issued for the primary dwelling unit before a certificate of occupancy can be issued for an ADU or JADU on the lot.

2. An ADU or JADU may be rented separate from the primary residence, but may not be sold or otherwise conveyed separate from the primary residence.

3. Owner-occupancy is not required for ADUs. Owner-occupancy is required in the single-family residence in which a JADU will be permitted. The owner may reside in either the remaining portion of the structure or the newly created JADU. Owner-occupancy is not be required if the owner is a governmental agency, land trust, or housing organization.

I. Parking Standards.

1. One (1) parking space per ADU is required, except as specifically excepted. These spaces may be provided in setback areas or as tandem parking on a driveway.

2. When a permitted garage, carport, or covered parking structure is demolished in

conjunction with the construction of an ADU or converted to an ADU, offstreet parking spaces do not need to be replaced.

3. No parking standards shall be impose for an ADU in any of the following instances:
 - a. The ADU is located within one-half mile walking distance of public transit.
 - b. The ADU is located within an architecturally and historically significant historic district.
 - c. The ADU is part of the proposed or existing primary residence or a permitted accessory structure.
 - d. When on-street parking permits are required but not offered to the occupant of the ADU.
 - e. When there is a car share vehicle located within one block of the ADU.
4. Additional parking is not required for JADUs as a condition to grant a permit.

J. Special Provisions for the Central Clovis Specific Plan Area. Notwithstanding the provisions of this section, duplex dwelling units shall be allowed as replacement housing, in compliance with this section and the Central Clovis Specific Plan.

1. The special duplex provisions of this subsection shall only apply to areas within the Central Clovis Specific Plan boundaries which are west of Clovis Avenue (that is, the area bounded by Sierra, Clovis, Barstow, and Minnewawa Avenues) and designated for Medium Density Single-Family Residential use.
2. The allowable number of new duplex dwelling units created under the provisions of this subsection shall not exceed the overall density limitations for Medium Density Single-Family Residential uses, which is one dwelling unit for each six thousand (6,000) square feet of parcel area on a block-by-block basis.
3. A minimum parcel area of seven thousand five hundred (7,500) square feet (e.g., a typical fifty-foot (50') by one-hundred-fifty-foot (150') downtown parcel) shall be required to qualify for the specific duplex provisions of this subsection.
4. Parcel coverage, setbacks, and other site design and building standards for the R-1 Single-Family Residential Districts shall apply to ensure that new duplex dwelling units are visually compatible with the established character of the adjoining residential neighborhood.
5. Off-street parking, second-story limitations, and structure design shall be considered as part of the special permit review process to maintain the visual character of the

area. Normally two (2) covered parking spaces shall be required for each unit.

6. A site plan review shall be required for duplex dwelling units, in compliance with Chapter 50 of this title (Application Filing, Processing, and Fees), and a public hearing shall be held in compliance with Chapter 88 of this title (Public Hearings).

K. Cottage Home Program Standards. This section provides locational and general standards for the cottage home program which is allowed in the applicable residential areas, subject to the following criteria and standards. This subsection does not supplant the remainder of this section for ADU and JADU construction.

1. Cottage Home. A cottage home is a type of ADU made available by the City and constructed in compliance with this subsection. A cottage home shall count towards the limit on the number of ADUs permitted on a single lot.

2. Zone districts. A cottage home is allowed in single-family residential zoning district areas in which an alley is located. A cottage home unit shall not be allowed in nonresidential zoning districts where residential uses are not allowed. Development standards for the cottage home shall be compliant with the standards stated in Planning Area 7 (PA7) of the Central Clovis Specific Plan.

3. Application procedures. Applications for the cottage home program shall be filed with the Department. The cottage home program has designated plans that are available to parcels that have access to an alley within the Clovis city limits.

4. Developmental standards. A cottage home shall be constructed in compliance with the following developmental standards:

- a. The cottage home unit shall have access through an alley way.
- b. Only one (1) cottage home unit shall be created on a single-family parcel.
- c. The cottage home shall be built using plans provided by the city.
- d. One (1) off-street (covered or uncovered) parking space shall be provided for the cottage home unit with the dimensions of ten by twenty feet (10' x 20'), except where exempted by State law.
- e. Adequate provisions shall be made for the water and sewer service and drainage generated by the occupancy of the cottage home unit as determined by the City Engineer. The cottage home can have either shared or separate services for electric, gas, sewer, and water.
- f. Single-family lots with an alley-facing detached unit shall receive the same address as the main house with a letter "B" as the address unit portion of the unique address designator.

L. Permit Approval. A permit must be obtained for the construction or installation of an ADU or JADU. The ADU or JADU must conform to the standards required by the Development Code and the California Building Code.

1. A permit application for an ADU or a JADU shall be considered and approved ministerially without discretionary review or a hearing. The City shall act on the application to create an ADU or a JADU within 60 days from the date the City receives a completed application if there is an existing single-family or multifamily dwelling on the lot.

2. If the permit application to create an ADU or a JADU is submitted with a permit application to create a new single-family dwelling on the lot, the City may delay acting on the permit application for the ADU or the JADU until the City acts on the permit application to create the new single-family dwelling, but the application to create the ADU or JADU unit shall be considered without discretionary review or hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay. No other local ordinance, policy, or regulation shall be the basis for the delay or denial of a building permit or a use permit under this subsection.

3. As part of the application for a permit to create an ADU or JADU approved pursuant to this subsection that is connected to an onsite water treatment system, a percolation test completed within the last five years will be required. If the percolation test has been recertified, a percolation test must be completed within the last 10 years.

4. A fee will be charged by the City to reimburse it for costs of administering this section.

5. The correction of a legal nonconforming zoning conditions is not required as a condition for ministerial approval of a permit application for the creation of an ADU or a JADU pursuant to this subsection.

6. A permit for an ADU(s) and/or a JADU(s) that meets the requirements of Government Code section 65852.2(e) shall be approved.

M. ADUs and Regional Housing Needs Assessment. Subdivisions and multifamily housing developments developed or zoned at densities of ten (10) or more dwelling units per acre, with the ability of each lot or dwelling to construct an ADU, shall be counted in the City's Housing Element as adequate sites for affordable housing, as provided in Government Code section 65583.1(a).

N. Other. Nothing in this section shall be construed to prohibit the City from adopting an ordinance or regulation, related to parking or a service or a connection fee for water, sewer, or power, that applies to a single-family residence that contains an ADU or JADU, so long as that ordinance or regulation applies uniformly to all single-family residences regardless of whether the single-family residence includes an ADU or JADU.

Attachment “C”

Attachment C-1

CHAPTER 9.50, OF TITLE 9, OF THE CLOVIS MUNICIPAL CODE IS AMENDED TO READ AS FOLLOWS:

**CHAPTER 9.50
APPLICATION FILING, PROCESSING, AND FEES**

Sections:

- 9.50.010 Purpose of chapter.
- 9.50.020 Multiple permit applications.
- 9.50.030 Pre-application conference.
- 9.50.040 Authority for land use and zoning decisions.
- 9.50.050 Application filing.
- 9.50.060 Preliminary Application Process for Housing Development Projects.
- 9.50.070 Application fees.
- 9.50.080 Initial application review.
- 9.50.090 Determination for Housing Development Projects.
- 9.50.100 Environmental assessment.
- 9.50.110 Staff report and recommendations.
- 9.50.120 Streamlined ministerial review.
- 9.50.130 Time Extensions.

9.50.010 Purpose of chapter.

The purpose of this chapter is to identify the procedures for the filing and processing of the different land use permit or approval applications contained within this division.

9.50.020 Multiple permit applications.

A. Concurrent filing. An applicant for a development project, which requires the filing of more than one application, may file all related applications concurrently and submit appropriate processing deposits/fees in compliance with Section ~~9.50.060~~9.50.070 (Application fees).

B. Concurrent processing.

1. Permit processing and environmental/site plan review may be concurrent and the final decision on the project shall be made by the designated review authority, in compliance with Table 5-1 (Threshold of Review).

9.50.030 Pre-application conference.

A. Pre-application conference strongly encouraged.

1. A prospective applicant is strongly encouraged to request a pre-application conference with Department staff before submittal of land use permit or approval applications, [including preliminary applications](#).

2. The City’s Development Review Committee (DRC) is also be available for pre-application conferences.

B. Proper timing of conference.

1. This conference should take place before any substantial investment (e.g., land acquisition, site plans, engineering plans and construction plans, etc.) in the preparation of the proposed development project application.

2. During the conference, the Department representative(s) shall, to the best of their ability, inform the applicant of applicable General Plan and specific plan goals, policies, actions, and requirements as they apply to the proposed development project, review the appropriate procedures identified in this Development Code, and examine possible alternatives or modifications relating to the proposed project.

3. Preliminary evaluation of environmental issues shall be addressed and potential technical studies relating to future environmental review should be identified.

C. Conference not approval/disapproval. Neither pre-application review nor the provision of available information and/or pertinent policies shall be construed as a complete analysis of a land use proposal or as a recommendation for approval/disapproval by the Department representative(s) or the DRC.

D. Senior Review Committee. Large or complex projects or projects raising substantial policy questions may require significant discussion between an applicant and City senior policy level staff. This category of projects typically requires multiple meetings with City staff and may require analysis or work by City staff or consultants to address issues prior to filing of a formal application with the City. Senior staff review is available as determined by the Director. The review fee/deposit shall be in compliance with Section ~~9.50.0609~~[9.50.070](#) (Application fees).

9.50.040 Authority for land use and zoning decisions.

Table 5-1 (Review Authority) identifies the City official or authority responsible for reviewing and making decisions on each type of application or land use entitlement required by this Development Code.

TABLE 5-1
THRESHOLD OF REVIEW

[Insert Table 5-1]

9.50.050 Application filing.

A. Filing with Department. Applications for amendments, permits, approvals, and other matters pertaining to this Development Code shall be filed with the Department in the following manner:

1. The application shall be made on forms prescribed by the ~~Commission and furnished by the~~ Department.;
2. All necessary fees and/or deposits shall be paid in compliance with the City’s Fee Schedule.;
3. The application shall be accompanied by the information identified in the Department handout for the particular application, and may include address labels, exhibits, maps, materials, plans, reports, and other information required by the Department, to describe clearly and accurately the proposed work, its potential environmental impact, and its effect on the terrain, existing improvements, and the surrounding neighborhood.;
4. Applicants are encouraged to contact the Department before submitting an application to verify which materials are necessary for application filing.;
5. Acceptance of the application does not constitute an indication of approval by the City.

B. Eligible applicants.

1. Applications may only be made by the owners or lessees of property, or their agents, with the expressed written consent of the owner; or
2. Persons who have contracted to purchase or lease property contingent upon their ability to acquire the necessary permits and approvals in compliance with this Development Code, with the expressed written consent of the owner.

C. Director’s determination. If the Director determines that established law (e.g., local, State, or Federal) does not allow the granting of the application (e.g., a request for a Zone Map amendment or tentative map that could not be granted in absence of a required General Plan amendment application, or a request for a conditional use permit allowing a use that is not allowable in the subject zoning district, etc.), the City shall not accept the application.

D. Not within Director’s scope. In cases where the Director considers the information identified in the application not to be within the scope of the Director’s review and approval procedure, the applicant shall be so informed before filing, and if the application is filed, and the fees are accepted, the application shall be signed by the applicant acknowledging prior receipt of this information.

E. Housing Development Projects. As used in this Chapter and when otherwise required by applicable law, a “housing development project” means a development project consisting of any

of the following: (1) residential units only, (2) mixed-use developments consisting of residential and nonresidential uses with at least two-thirds of the square footage designated for residential use, or (3) Transitional housing or supportive housing, as specified in Government Code section 65589.5(h)(2). When this chapter does not specify a “housing development project,” the requirements generally applicable to a development project that are not in conflict with the requirements particular to a housing development project shall apply to a housing development project.

1. Preliminary Application. A “preliminary application” is a specific type of application for a housing development project that includes all of the information about the proposed housing development project required by Government Code section 65941.1 and by Section 9.50.060. When this chapter does not specify a “preliminary application,” the requirements generally applicable to an application for a development project that are not in conflict with the requirements particular to a preliminary application shall apply to a preliminary application.

2. Final Application. A “final application” is a specific type of application for a housing development project that includes all of the information needed to evaluate the application pursuant to Government Code section 65943 and Section 9.50.080. When this chapter does not specify a “final application,” the requirements generally applicable to an application for a development project that are not in conflict with the requirements particular to a final application shall apply to a final application.

F. Filing date. The filing date of an application shall be the date on which the Department receives the last submittal, map, plan, or other material required as a part of a complete application, as required by subsection A of this section (Filing with Department), in compliance with Section ~~9.50.070~~9.50.080 (Initial application review).

9.50.060 Preliminary Application Process for Housing Development Projects.

A. Preliminary Application. An applicant for a housing development project may submit a preliminary application that includes all of the information about the proposed housing development project required by Government Code section 65941.1 and by the City form(s) and checklist(s) developed pursuant to that Section.

B. Filing Date. The filing date of a preliminary application shall be the date on which the Department receives the last submittal required as a part of a complete preliminary application and a permit processing fee is paid. If a completed preliminary application is submitted according to this section, the housing development project shall be subject only to the ordinances, policies, and standards adopted and in effect on the preliminary application filing date, except as follows:

1. In the case of a fee, charge, or other monetary exaction, to an increase resulting from an automatic annual adjustment based on an independently published cost index that is referenced in the ordinance or resolution establishing the fee or other monetary exaction.

2. A preponderance of the evidence in the record establishes that subjecting the housing development project to an ordinance, policy, or standard beyond those in effect on the filing date is necessary to mitigate or avoid a specific, adverse impact upon the public health or safety and there is no feasible alternative method to satisfactorily mitigate or avoid the adverse impact.

3. Subjecting the housing development project to an ordinance, policy, standard, or any other measure, beyond those in effect on the filing date is necessary to avoid or substantially lessen an impact of the project under the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code).

4. The housing development project has not commenced construction within two and one-half years following the date that the project received final approval, as defined in Government Code section 65589.5(o)(2)(D).

5. The housing development project is revised following submittal of a preliminary application such that the number of residential units or square footage of construction, as defined by the California Building Standards Code, changes by 20 percent or more, exclusive of any increase resulting from the receipt of a density bonus, incentive, concession, waiver, or similar provision. Any additional units or square footage of construction that result from project revisions occurring after a preliminary application is submitted will be subject to ordinances, policies, and standards adopted and in effect when the final application is submitted, unless a supplemental preliminary application is submitted.

6. Mitigation measures are required to lessen the impacts of a housing development project under the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code).

C. With respect to completed residential units for which the housing development project approval process is complete and a certificate of occupancy has been issued, nothing in this subsection shall limit the application of later enacted ordinances, policies, and standards that regulate the use and occupancy of those residential units, such as ordinances relating to rental housing inspection, rent stabilization, restrictions on short-term renting, and business licensing requirements for owners of rental housing.

D. For purposes of this subsection, “ordinances, policies, and standards” includes general plan, community plan, specific plan, zoning, design review standards and criteria, subdivision standards and criteria, and any other rules, regulations, requirements, and policies of the City, as defined in Government Code section 66000, including those relating to development impact fees, capacity or connection fees or charges, permit or processing fees, and other exactions.

E. Completeness of Preliminary Application. Sufficient information and supporting documentation shall be required for each item submitted as part of the preliminary application process. As used here, “sufficient information and supporting documentation” means the application contains detailed information adequate for the Director or appropriate official to make a determination on the merits as to the item for which the information is submitted.

D. Relation to Final Application. A final application for a housing development project must be submitted within 180 calendar days after submitting a complete preliminary application. If the Director determines that the final application for the housing development project is not complete pursuant to Section 9.50.080(A), the housing development proponent shall submit the specific information needed to complete the final application within 90 days of receiving the Director's written identification of the necessary information. If the housing development proponent does not submit this information within the 90-day period, then the preliminary application shall expire and have no further force or effect.

9.50.0609.50.070 Application fees.

A. Filing fees required.

1. The Council shall, by resolution, establish a schedule of fees for amendments, permits and approvals, and other matters pertaining to this Development Code, referred to in this Development Code as the City's Fee Schedule, to cover the City's costs for processing an application.

2. The schedule of fees may be changed only by resolution of the Council.

3. The City's processing fees are cumulative. For example, if an application for a parcel map also requires a minor deviation, both fees shall be charged.

4. Processing shall not commence on an application until all required fees/deposits have been paid.

5. The application shall not be considered filed ~~W~~without the application fee, ~~the application shall not be deemed complete.~~

6. The City is not required to continue processing any application unless all fees are paid in full.

7. The applicant shall be subject to any City policy regarding the payment of project processing costs.

B. Refunds and withdrawals.

1. Recognizing that filing fees are utilized to cover City costs of public hearings, mailing, posting, transcripts, and staff time involved in processing applications, no refunds for disapproved projects are allowed.

2. In the case of a withdrawal, the Director may authorize a complete or partial refund based upon the prorated costs to date and determination of the status of the application at the time of withdrawal.

9.50.0709.50.080 Initial application review.

All applications filed with the Department shall be initially processed as follows:

A. Director's review of completeness. The Director shall review all applications for completeness and accuracy before they are accepted as being complete and officially filed.

1. The applicant shall be informed in writing within ~~ten-thirty~~ (4030) days of submittal, either that the application is complete and has been accepted for processing, or that the application is incomplete and that additional information, specified in the letter, shall be provided.

2. Where the Director has determined that an application is incomplete, and the applicant believes that the application is complete and/or that the information requested by the Director is not required, the applicant may appeal the determination, in compliance with Chapter 90 of this title (Appeals).

3. W~~E~~xcept as provided below, when an application is incomplete, the time used by the applicant to submit the required additional information shall not be considered part of the time within which the determination of completeness shall occur. The time available to an applicant for submittal of additional information is limited by subsection (A)(4) of this section.

a. Preliminary Applications. Where the Director has determined that a preliminary application is incomplete, the applicant may submit supplemental or additional information to complete the preliminary application. The Director shall determine in writing whether the preliminary application as supplemented or amended includes the information required to complete the preliminary application. This determination shall be made within thirty (30) calendar days.

b. Final Applications. If a final application is determined to be incomplete, the written determination shall specify those parts of the final application which are incomplete and shall indicate the manner in which they can be made complete, including an exhaustive list of items that were not complete and thorough description of the specific information needed to complete the final application. That list shall be limited to those items actually required on the Department's submittal requirement checklist. In any subsequent review of the final application that was determined to be incomplete, the Director shall not request the applicant to provide any new information that was not stated in the initial list of items that were not complete.

c. Supplemented Final Applications. If the applicant submits supplemental or additional materials to the Director in response to the written determination described in subsection (A)(3)(b), the Director shall determine in writing whether the final application as supplemented or amended includes the information required by the list needed to complete the final application, as required by subsection (A)(3)(b). This determination shall be made within thirty (30) calendar days.

4. Expiration of applications.

a. If a pending application, other than a preliminary application, is not able to be deemed complete within ninety (90) days after the first filing with the Department, the application shall expire and be deemed withdrawn. Preparation of additional material such as an EIR requiring time beyond ninety (90) days shall not negate a pending application.

b. A new application, including exhibits, fees, plans, and other materials which shall be required to commence processing of a project application on the same property, may then be filed in compliance with this Development Code.

c. If a pending final application is not able to be deemed complete within ninety (90) calendar days after receiving notice from the Director that the final application is incomplete, the pending final application shall expire and be deemed withdrawn, and the preliminary application shall expire and have no further force or effect. Preparation of additional material such as an EIR requiring time beyond ninety (90) calendar days shall not negate a pending final application.

d. A new final application, including exhibits, fees, plans, and other materials which shall be required to commence processing of a development project application on the same property, may then be filed in compliance with this Development Code. The applicant may also submit a new preliminary application as provided in Section 9.50.060.

5. After an application has been accepted as complete, the Director may require the applicant to submit additional information needed for the environmental review of the project in compliance with Section ~~9.50.080~~9.50.100 (Environmental assessment).

6. An application shall not be deemed complete, and/or shall not be processed or approved, in the event that a condition(s) exists on the subject property in violation of this Development Code or any permit or approval granted in compliance with this Development Code, other than an application for the permit or approval, if any, needed to correct the violation(s), unless approval of a housing development application without corrections is specifically required by State law.

B. Referral of application. At the discretion of the Director, or where otherwise required by this Development Code, or State or Federal law, an application may be referred to any public agency that may be affected by or have an interest in the proposed land use activity. Such referral does not change the ministerial approval process when applicable.

C. Limit on Hearings for Housing Development Projects. A proposed housing development project that complies with the applicable, objective general plan and zoning standards in effect at the time the final application is deemed complete, shall not require more than five public hearings in connection with the approval of that housing development project.

9.50.090 Determination for Housing Development Projects.

A. Timeline for Approval. A housing development project shall be approved or disapproved within whichever of the following periods is applicable:

1. One hundred eighty (180) days from the date of certification of the environmental impact report, if an environmental impact report is prepared pursuant to Public Resources Code Section 21100 or 21151 for the housing development project.

2. Ninety (90) days from the date of certification of the environmental impact report, if an environmental impact report is prepared pursuant to Public Resources Code Section 21100 or 21151 for a housing development project that consists of (1) residential units only, (2) mixed-use residential and nonresidential uses with at least two-thirds of the square footage designated for residential use, or (3) transitional housing or supportive housing.

3. Sixty (60) days from the date of certification by the lead agency of the environmental impact report, if an environmental impact report is prepared pursuant to Public Resources Code Section 21100 or 21151 for a housing development project that consists of (1) residential units only, (2) mixed-use residential and nonresidential uses with at least two-thirds of the square footage designated for residential use, or (3) transitional housing or supportive housing, and all of the following conditions are met:

a. At least 49 percent of the units in the housing development project are affordable to very low or low-income households, as defined by Health and Safety Code Sections 50105 and 50079.5, respectively. Rents for the lower income units shall be set at an affordable rent, as that term is defined in Health and Safety Code Section 50053, for at least 30 years. Owner-occupied units shall be available at an affordable housing cost, as that term is defined in Health and Safety Code Section 50052.5.

b. Prior to the final application being deemed complete for the housing development project, written notice is provided by the project applicant that an application has been made or will be made for an allocation or commitment of financing, tax credits, bond authority, or other financial assistance from a public agency or federal agency, and the notice specifies the financial assistance that has been applied for or will be applied for and the deadline for application for that assistance, the requirement that one of the approvals of the housing development project by the City is a prerequisite to the application for or approval of the application for financial assistance, and that the financial assistance is necessary for the project to be affordable.

c. There is confirmation that the application has been made to the public agency or federal agency prior to certification of the environmental impact report.

4. Sixty (60) days from the date of adoption of the negative declaration, if a negative declaration is completed and adopted for the housing development project.

5. Sixty (60) days from the determination that the project is exempt from the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code), if the project is exempt from that act.

B. Historic Site Determination. The City will determine whether the site of a proposed housing development project is a historic site at the time the final application for the housing development project is deemed complete. A determination as to whether a parcel of property is a historic site shall remain valid during the pendency of the housing development project for which the application was made unless any archaeological, paleontological, or tribal cultural resources are encountered during any grading, site disturbance, or building alteration activities.

C. Urbanized Area Designation. If the City is determined to be an urbanized area or urban cluster pursuant to Government Code section 66300(e), the City will not:

1. Impose or enforce design standards established on or after January 1, 2020, that are not objective design standards.

2. Approve a housing development project that will require the demolition of residential dwelling units unless the project will create at least as many residential dwelling units as will be demolished.

3. Approve a housing development project that will require the demolition of occupied or vacant protected units, unless the conditions required by Government Code section 66300(d)(2) are satisfied.

9.50.0809.50.100 Environmental assessment.

A. CEQA review. ~~After-Unless specifically exempted by State law, after~~ acceptance of a complete application, the project shall be reviewed in compliance with the California Environmental Quality Act (CEQA).

B. Compliance with CEQA. These determinations and, where required, the preparation of EIRs, shall be in compliance with CEQA.

C. Special studies required. A special study may be required to supplement the City’s CEQA compliance review.

D. Traffic Study. All projects shall be subject to the City Traffic Impact Study Guidelines.

E. Submittal of additional information. Accepting an application as complete shall not limit the authority of the City to require the submittal of additional information needed for environmental evaluation of the project and the additional information shall not affect the status of the application.

9.50.0909.50.110 Staff report, findings, and recommendations.

A. When an application requires a public hearing by either the Commission or Council, a written staff report shall be prepared, which shall include detailed recommendations for changes to the text and/or diagrams of an application, as necessary to make it acceptable for adoption. Otherwise, an approval or denial letter prepared by the Director, with or without conditions, if applicable, shall be prepared and transmitted to the applicant.

B. In the case of an application for a housing development project identified in Government Code section 65589.5(d) and (j)(1), if the disapproval of a housing development project or conditional approval would render the housing development project infeasible, or require development at a lower density, the Director, Commission, or Council must make written findings based on sufficient facts necessary to satisfy Government Code section 65589.5(d)(1), (2), (3), (4), or (5), or (j)(1)(A) and (B), as the case may be. The staff report(s) and/or letter(s) described in subsection A, above, shall detail the written findings required by Government Code section 65589.5(d) and (j) and facts to support the determination. The definitions of Government Code section 65589.5(h) shall apply to this section.

C. In the case of an application for a housing development project identified in Government Code section 65589.5(j)(2) found to be inconsistent, not in compliance, or not in conformity with the Development Code, the Director shall provide the applicant written documentation identifying the provision(s) with which the housing development project does not comply, and an explanation of the reason(s) the housing development project does not comply or conform with such standards. The staff report(s) and/or letter(s) described in subsection A, above, shall detail the provision(s) and reason(s) required by this subsection, to the extent possible. The Director, Commission, or Council may make other or additional findings as required by this section. Such findings and decisions shall be made within 30 days if the housing development contains 150 or fewer units, or within 60 days if the housing development contains more than 150 units.

9.50.1009.50.120 Streamlined ministerial review.

Housing development projects and similar projects expressly authorized by State law to be eligible for streamlined ministerial approval and for which the City is required to approve or deny through a streamlined ministerial approval process shall follow the procedures set forth in this section, unless different standards for eligibility, review, approval and denial, or otherwise are expressed in the authorizing State law(s).

In order to be eligible for a streamlined ministerial review provided by this section and pursuant to Government Code Section 65913.4, a proposed housing development shall satisfy all of the following planning standards:

A. Eligible Multifamily Housing Development Projects. In order to be eligible for a streamlined ministerial approval provided by this section and pursuant to Government Code Section 65913.4, a proposed multifamily housing development shall satisfy all of the following planning standards:

1. ~~D~~The development is a multifamily housing development that contains two (2) or more residential units;

2. The development is located on a site that satisfies all of the following:

a. A site that is a legal parcel or parcels located in a city if, and only if, the city boundaries include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau, or, for unincorporated areas, a legal parcel or parcels wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.

b. A site in which at least seventy-five percent (75%) of the perimeter of the site adjoins parcels that are developed with urban uses. For the purposes of this section, parcels that are only separated by a street or highway shall be considered to be adjoined.

c. A site that is zoned for residential use or residential mixed-use development, or has a general plan designation that allows residential use or a mix of residential and nonresidential uses, with at least two-thirds (2/3) of the square footage of the development designated for residential use. Additional density, floor area, and units, and any other concession, incentive, or waiver of development standards granted pursuant to the Density Bonus Law in Government Code section 65915 shall be included in the square footage calculation. The square footage of the development shall not include underground space, such as basements or underground parking garages.

~~Development is located in an urban area that has already been seventy-five percent (75%) developed for urban uses, and is zoned for residential use or residential mixed use, with at least two-thirds (2/3) of the square footage of the development designated for residential use;~~

3. Applicant commits to record a land use restriction providing that lower or moderate income units shall remain available at affordable housing costs or rent to persons and families of lower or moderate income for a period not less than forty-five (45) years for ~~rental and~~ owned units; and not less than fifty-five (55) years for rental units.

4. The development must satisfy both of the following:

a. The development occurs in a locality that the California Department of Housing and Community Development (HCD) has determined has not met its share of regional housing needs, by income category, for that reporting period; and

b. The development is subject to mandating a minimum percentage of below market rate housing based on:

(1) Locality failing to submit its latest production report to HCD, or the production report reflects that fewer than the number of required above moderate-income housing permits has been issued, and the project dedicates at least ten percent (10%) of its housing units to be affordable to households making at or below eighty percent (80%) of the area median income for projects of more than ten (10) units; or

(2) The City's production report reflects that fewer than the number of

required of very low- or low-income housing permits has been issued, and the project dedicates fifty percent (50%) of its total number of units to housing affordable to households making at or below eighty percent (80%) of the area median income;

5. ~~The~~ development, excluding any additional density or any other concessions, incentives, or waivers of development standards granted pursuant to the Density Bonus Law in Section 65915, must be consistent with objective zoning standards, objective subdivision standards, and objective design review standards (i.e., not subjective standards) in effect at the time that the housing development project is submitted pursuant to Section 9.50.060 if a Preliminary Application is submitted or pursuant to Section 9.50.080 if only a Final Application is submitted;

6. Cannot be located on property within any of the following areas: a coastal zone, prime farmland, wetlands, very high fire hazard severity zone, hazardous waste site, delineated earthquake fault zone, floodplain, floodway, community conservation plan area, habitat for protected species, under a conservation easement, or located on a qualifying mobile home site;

7. Development cannot be located: (a) on land that requires the demolition of affordable housing, (b) a site that was previously used for housing that was demolished within ten (10) years, (c) a site that would require the demolition of a historic structure;

8. Developer must: (a) certify that the development is either a public work, or if not entirely a public work, that prevailing wages are paid to construction workers employed; or (b) for developments meeting specific numbers of units for applications approved of within certain time periods, a certified skilled and trained workforce shall be used to complete the development;

9. The development does not involve a parcel that is subject to the California Subdivision Map Act, unless: (a) the development has or will receive financing or funding by means of a low-income housing tax credit and subject to prevailing wage requirements, or (b) the development is subject to the requirement that prevailing wages be paid, and a skilled and trained workforce used;

10. The development is not upon an existing parcel of land that is governed under the Mobile Home Residency Law, the Recreational Vehicle Park Occupancy Law, the Mobile Home Parks Act, or the Special Occupancy Parks Act.

B. Notice of Non-Compliance. If a housing development project subject to this section is in conflict with any of the objective planning standards specified in subsection A, written documentation of which standard or standards the housing development project conflicts with, and an explanation for the reason or reasons the housing development project conflicts with that standard or standards, shall be provided to the applicant, as follows:

1. Within 60 days of submittal of the final application if the housing development project contains 150 or fewer housing units.

2. Within 90 days of submittal of the final application if the housing development project contains more than 150 housing units.

C. Design Review. The Director shall conduct design review or public oversight of the development project. Design review shall be objective and be strictly focused on assessing compliance with criteria required for streamlined projects, as well as any reasonable objective design standards published and adopted by ordinance or resolution by the City before submission of a housing development project application. Design review or public oversight shall be completed as follows:

1. Within 90 days of submittal of the final application if the housing development project contains 150 or fewer housing units.

2. Within 180 days of submittal of the final application if the housing development project contains more than 150 housing units.

D. CEQA Exemption. If the housing development project either (a) has or will receive financing or funding by means of a low-income housing tax credit and subject to prevailing wage requirements, or (b) is subject to the requirement that prevailing wages be paid, and a skilled and trained workforce is used, and the housing development project is consistent with all objective subdivision standards in the local subdivision ordinance, an application for a subdivision pursuant to the Subdivision Map Act (Division 2 (commencing with Section 66410)) shall be exempt from the requirements of the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) and shall be subject to the public oversight timelines set forth subsection C.

E. Parking. Developments approved pursuant to this section shall have not less than one (1) parking space per unit, or as otherwise allowed in Government Code section 65913.4(d).

9.50.130 Time Extensions.

The City and the housing development applicant may mutually agree to an extension of any of the time limits applicable to housing development project applications.

Attachment C-2

SECTION 9.40.200, OF CHAPTER 9.40, OF TITLE 9, OF THE CLOVIS MUNICIPAL CODE IS ADDED AS FOLLOWS:

**CHAPTER 9.40
STANDARDS FOR SPECIFIC LAND USES**

9.40.200 Low Barrier Navigation Center, Use By Right.

A. A Low Barrier Navigation Center development is a use by right in areas zoned for mixed use and nonresidential zones permitting multifamily uses, if it meets the requirements of Government Code section 65662. “Low Barrier Navigation Center” and “use by right” have the definitions expressed in Government Code section 65660.

B. The application for a Low Barrier Navigation Center shall be reviewed for completeness pursuant to Section 9.50.070 and the applicant shall be notified within thirty (30) days of receipt of the application whether the application is complete. The procedures set forth in Section 9.50.070 for incomplete applications shall apply to applications for Low Barrier Navigation Centers.

C. The City shall act to approve or deny an application for a Low Barrier Navigation Center within sixty (60) days of receipt of a completed application. Applicants may appeal the denial of a Low Barrier Navigation Center pursuant to Chapter 9.90.

Attachment “D”

Attachment D-1

CHAPTER 9.77, OF TITLE 9, OF THE CLOVIS MUNICIPAL CODE IS ADDED AS FOLLOWS:

CHAPTER 9.77

RESIDENTIAL DESIGN STANDARDS

- 9.77.010 Purpose of chapter.
- 9.77.020 Single family development standards.
- 9.77.030 Multiple family development standards.
- 9.77.040 Mixed use residential development standards.
- 9.77.050 Variances and deviations.
- 9.77.060 Review Procedures

9.77.010 Purpose of chapter.

The purpose of this chapter is to set forth the City’s move toward objective development standards for multiple family and single family residential projects. Residential development standards shall be approved by the Council, upon recommendation of the Director, for single family, multiple family, and mixed use residential projects. Once adopted, the review procedures set forth in this Chapter shall apply in lieu of site plan review for single family projects, multiple family projects, or the residential component of mixed use residential projects.

9.77.020 Single family standards.

Notwithstanding anything to the contrary in this title, single family projects shall be subject to the Single Family Residential Development Standards approved by the City Council.

9.77.030 Multiple family standards.

Notwithstanding anything to the contrary in this title, multiple family projects shall be subject to the Multiple Family Residential Development Standards approved by the City Council.

9.77.040 Mixed use residential standards.

Notwithstanding anything to the contrary in this title, the residential component of mixed-use residential projects shall be subject to the Mixed Use Residential Development Standards approved by the City Council.

9.77.050 Variances and deviations.

A property owner may request a variance or deviation from objective design standards in accordance with the procedures set forth in Chapter 9.68 of this title.

9.77.060 Residential Development Review.

Multifamily Housing Development Projects and the residential component of Mixed-Use Housing Development Projects shall be reviewed and approved or denied as provided for in this section. Single-Family Housing Development Projects shall be reviewed and approved according to the review and approval requirements for subdivisions set forth in Chapter 9.110.

A. Application review. Each application for a Multifamily Housing Development Project or the residential component of a Mixed-Use Housing Development Project shall be reviewed to ensure that the application is consistent with: the purpose of this chapter; all applicable development standards and regulations of this Development Code; and any adopted objective development standards and policies that may apply.

1. Residential Development Review is initiated when the Department receives a complete application package pursuant to Chapter 9.50 that includes all required materials specified in the Department handout and any additional information required by the Director in order to conduct a thorough review of the proposed project. The final application for Housing Development Projects shall be accompanied by detailed and fully dimensioned plans, architectural drawings/sketches, elevations, floor plans, landscape plans, and/or any other data/materials identified in the Department handout for residential development review.

2. Upon receipt of a complete final application the Director shall conduct a review of the location, design, site plan configuration, and effect of the proposed development by comparing the project plans with applicable City codes, regulations, development standards, design standards, and policies.

3. The following criteria shall be considered during the Residential Development Review:

- a. Compliance with this chapter and all other applicable City ordinances;
- b. Consistency with the General Plan and any applicable specific plan; and
- c. Consistency with any adopted objective design standards.

B. No public hearing required. A public hearing shall not be required for the Director's decision on a residential design review.

9.77.070 Director decision.

A. Meets requirements of this chapter. Upon the receipt of the completed final application, the Director shall determine whether or not the final application meets the requirements of this chapter.

B. Timing for Director’s action. The Director shall approve the residential design review, or return with corrections and findings, pursuant to Chapter 9.50.

C. Required findings. The Director shall approve a Residential Housing Development application only if all of the following findings are made. The Director’s decision to approve a Housing Development Project is considered ministerial. The Director’s decision shall be supported by the record. The proposed development must:

1. Be allowed within the subject zoning district;
2. Be in compliance with all of the applicable provisions of this Development Code that are necessary to carry out the purpose and requirements of the subject zoning district, including prescribed development standards and applicable objective design standards established by resolution of the Council;
3. Be in compliance with all other applicable provisions of the Clovis Municipal Code;
4. Be consistent with all objective policies and standards identified in the General Plan and any applicable specific plan.

D. Appeal. The Director’s decision shall be final except as follows:

1. The applicant may appeal the denial of a Housing Development Project to the Commission in accordance with Chapter 9.90.
2. Appeals shall be limited to mistakes of fact.

9.77.080 Environmental review.

Housing Development Project applications approved by the Director are considered ministerial and are exempt from environmental review under the California Environmental Quality Act (CEQA). The appeal of a Director decision to the Commission for a mistake of fact does not change the ministerial nature of the project.

9.77.090 Post decision procedures.

Except as otherwise specified in this chapter, the procedures set forth in Chapter 9.50 and Division 6 of this title (Development Code Administration) shall apply following the decision on a Housing Development Project.

Attachment D-2**SECTION 9.10.020, OF CHAPTER 9.10, OF TITLE 9, OF THE CLOVIS MUNICIPAL CODE IS AMENDED TO READ AS FOLLOWS:****9.10.020 Residential district land uses and permit requirements.**

A. Allowed land uses. Table 2-2 identifies the uses of land allowed by this Development Code in each residential zoning district, and the land use permit required to establish each use, in compliance with Division 5 of this title (Land Use/Development Review Procedures).

B. Prohibited land uses. Any table cell left blank shall mean that the listed land use is prohibited in that specific zoning district.

C. Site plan review required. Except as otherwise provided in this title, aAny change of use and all construction activities (e.g., additions, alterations, new construction, reconstruction, or remodeling) shall be subject to site plan review approval as set forth in Chapter 56 of this title (Site Plan Review).

D. Applicable sections. Where the last column in the tables (“See Section”) includes a section number, the regulations in the referenced section apply to the use; however, provisions in other sections of this Development Code may also apply.

E. Special review required. A conditional use permit (Chapter 64 of this title, Conditional Use Permits) shall be required for all R-1-PD applications.

F. Annexation agreement. The uses in Table 2-2 can be modified as set forth in Section 2.1.35 using an annexation agreement approved by the City Council.

G. Residential Development Review. Notwithstanding anything to the contrary in this title, including subsection C of this section, single-family, multiple family, and the residential component of mixed-use residential housing development projects shall be subject to the applicable Residential Development Standards approved by the City Council and the review process provided in Chapter 9.77, as specified.

Attachment D-3

SECTIONS 9.90.020 AND 9.90.40, OF CHAPTER 9.90, OF TITLE 9, OF THE CLOVIS MUNICIPAL CODE ARE AMENDED AS FOLLOWS:

CHAPTER 9.90

APPEALS

9.90.020 Appeal of decisions.

Determinations and decisions that may be appealed, and the authority to act on an appeal, shall be as follows, unless otherwise specified in the governing chapter or section:

A. Director. Any determination or decision rendered by the Director may be appealed to the Commission.

B. Commission appeals.

1. Any decision rendered by the Commission may be appealed to the Council.

2. The Commission may appeal any determination or decision rendered by the Director, by an affirmative vote of a majority of its members.

3. Once the vote to appeal is passed by a majority, the matter shall be set for hearing by the Director.

C. Council considerations.

1. The Council may appeal any decision rendered by the Director or the Commission.

2. An affirmative vote of a majority of its members is required to appeal the Director's decision or the Commission's decision.

3. Once the vote to appeal is passed by a majority, the matter shall be set for hearing by the City Clerk.

4. The decision of the Council shall be final and shall become effective upon adoption of the resolution by the Council.

9.90.040 Appeals to the Commission or Council.

A. Notice of appeal.

1. Public notice of an appeal to the Commission or Council shall be given in the same manner in which the original notice was given, or as otherwise specified in the governing chapter or section.

2. The appeal hearing date shall be set by the Director (for a Commission hearing) or by the City Clerk (for a Council hearing) and shall be held not less than ten (10) days or more than forty (40) days after the expiration date for the filing of the appeal.

B. Delay of proceedings. The filing of an appeal shall suspend all proceedings associated with the matter subject to the appeal (e.g., issuance of a building or grading permit, etc.), pending the City’s final action on the appeal.

C. Joining an appeal.

1. Only those persons who file an appeal within the fifteen (15) day appeal period in compliance with Section 9.90.030 (Filing and processing of appeals) shall be considered appellants of the matter under appeal.

2. Any person who wishes to join an appeal shall follow the same procedures for an appellant in compliance with Section 9.90.030 (Filing and processing of appeals).

3. A person(s) shall not be allowed to join an appeal after expiration of the fifteen (15) day appeal period.

D. Appeal to be treated as a new hearing. The appeal hearing shall be considered a new hearing and the review authority may consider any issue(s) associated with the appeal, in addition to the specific grounds for the appeal.

1. When reviewing an appeal, the review authority may:

a. By resolution, affirm, affirm in part, or reverse the action, the determination, or decision that is the subject of the appeal;

b. Adopt additional conditions of approval deemed reasonable and necessary, and may even address issues or concerns that go beyond the subject of the appeal; or

c. Disapprove the permit or approval granted by the previous review authority, even though the appellant only requested a modification or elimination of one or more conditions of approval.

2. If new or different evidence is presented on appeal, the Commission or Council may, but shall not be required to, refer the matter to the Director or Commission, as applicable, for further consideration.

E. Adoption of findings.

1. When reviewing an appeal the review authority shall adopt findings in support of the intended action on the appeal.

2. The nature of the findings shall be in compliance with the findings adopted by the original review authority (e.g., Conditional Use Permits, Chapter 64 of this title; and Variances/Minor Deviations, Chapter 68 of this title, etc.).

F. Mailing of decision. The Director or City Clerk, as applicable to the level of review authority, shall mail a copy of the decision to the appellant and the applicant (if not the appellant), within fifteen (15) days after the date the decision is rendered.