



CITY *of* CLOVIS

AGENDA • CITY COUNCIL MEETING

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

September 13, 2021

6:00 PM

Council Chamber

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

The Clovis City Council meetings are open to the public at the physical address listed above. There are numerous ways to participate in the City Council meetings: you are able to attend in person; you may submit written comments as described below; you may participate by calling in by phone (see “Verbal Comments” below); and you may view the meeting which is webcast and accessed at www.cityofclovis.com/agendas.

Written Comments

- Members of the public are encouraged to submit written comments at: www.cityofclovis.com/agendas at least two (2) hours before the meeting (4:00 p.m.). You will be prompted to provide:

- Council Meeting Date
- Item Number
- Name
- Email
- Comment



- Please submit a separate form for each item you are commenting on.
- A copy of your written comment will be provided to the City Council noting the item number. If you wish to make a verbal comment, please see instructions below.
- Please be aware that any written comments received that do not specify a particular agenda item will be marked for the general public comment portion of the agenda.
- If a written comment is received after 4:00 p.m. on the day of the meeting, efforts will be made to provide the comment to the City Council during the meeting. However, staff cannot guarantee that written comments received after 4:00 p.m. will be provided to City Council during the meeting. All written comments received prior to the end of the meeting will be made part of the record of proceedings.

Verbal Comments

- If you wish to speak to the Council on an item by telephone, you should contact the City Clerk at (559) 324-2060 no later than 4:00 p.m. the day of the meeting.
- You will be asked to provide your name, phone number, and your email. You will be emailed instructions to log into Webex to participate in the meeting. Staff recommends participants log into the Webex at 5:30 p.m. the day of the meeting to perform an audio check.
- All callers will be placed on mute, and at the appropriate time for your comment your microphone will be unmuted.
- You will be able to speak to the Council for up to five (5) minutes.

Webex Participation

- Reasonable efforts will be made to allow written and verbal comment from a participant communicating with the host of the virtual meeting. To do so, a participant will need to chat with the host and request to make a written or verbal comment. The host will make reasonable efforts to make written and verbal comments available to the City Council. Due to the new untested format of these meetings, the City cannot guarantee that these written and verbal comments initiated via chat will occur. Participants desiring to make a verbal comment via chat will need to ensure that they accessed the meeting with audio transmission capabilities.

CALL TO ORDER

FLAG SALUTE - Councilmember Bessinger

ROLL CALL

PRESENTATIONS/PROCLAMATIONS

1. Presentation of a Certificate of Appreciation to the Clovis City Council from Sons of the American Revolution in support of the strong support the City Council has provided for our Veterans Groups, Military and American Values.

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.

2. Administration - Approval - Minutes from the September 7, 2021 Council Meeting.
3. Fire – Approval – Res. 21-____, A Resolution Outlining Fire Department personnel compensation reimbursement for participating in Mutual Aid activities to outside agencies.
4. Public Utilities – Approval – Waive Formal Bidding Requirements and Authorize the Purchase of a Water Truck for Landfill Operations Off of the Sourcewell Purchasing Contract from Gibbs International, Inc.; and Approval – Res. 21-____, Amending the 2021-2022 Public Utilities Department Community Sanitation Budget to Allocate Funds for Purchase of the Water Truck.
5. Public Utilities – Approval – Bid Award for CIP 21-09 SWTP, 2.5 MG Water Storage Reservoir Coating Project, and Authorize the City Manager to Execute the Contract on Behalf of the City.
6. Public Utilities – Approval – Proposal Award for Residential Refuse, Recycling, and Organics Carts; and Approval – Authorize the City Manager to Execute the Contract on Behalf of the City.

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 – Res. 21-____, A resolution amending Plan Check, Inspection Services, Encroachment Permits and Community Investment Program Rates.

Staff: Sean Smith, Supervising Civil Engineer
Recommendation: Approve

8. Consider Approval - Res. 21-____, A request to approve the 2021 City of Clovis Planning Division fee schedule.

Staff: George González, Senior Planner
Recommendation: Approve

CITY MANAGER COMMENTS

COUNCIL COMMENTS

ADJOURNMENT

MEETINGS AND KEY ISSUES

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

Sep. 20, 2021 (Mon.)

Oct. 4, 2021 (Mon.)

Oct. 11, 2021 (Mon.) (Joint Meeting with CUSD)

Oct. 18, 2021 (Mon.)

The National Society
of the
Sons of the American Revolution®



This Certificate of Commendation
Is presented to

City of Clovis

In Recognition of Exemplary Patriotism
In the display of
The Flag of the United States of America



Yosemite Chapter

September 13th 2021

Date

President

Flag Chairman

The National Society
of the
Sons of the American Revolution®



Clavis City Council

is hereby awarded the

Certificate of Appreciation

in recognition of outstanding support
given to the
Sons of the American Revolution



September 13, 2021

Date

President

CLOVIS CITY COUNCIL MEETING

September 7, 2021

6:00 P.M.

Council Chamber

Meeting called to order by Mayor Flores
Flag Salute led by Councilmember Ashbeck

Roll Call: Present: Councilmembers Ashbeck, Bessinger, Mouanoutoua, Whalen
Mayor Flores
Absent:

PRESENTATION – 6:06

PRESENTATION OF PROCLAMATION HONORING THE 40TH ANNIVERSARY OF HINDS HOSPICE AND RECOGNITION OF HINDS HOSPICE WEEK.

City Council presented a proclamation to Nancy Hinds honoring the 40th Anniversary of Hinds Hospice and Recognition of Hinds Hospice Week.

PUBLIC COMMENTS - NONE

CONSENT CALENDAR – 6:19

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

2. Administration - Approved - Minutes from the August 2, 2021 Council Meeting.
3. Administration - Approved – Waive the normal purchasing process and approve the purchase of Storage Area Network equipment from AMS.net using the Focus contract, a competitively bid contract with purchasing provisions for local government agencies.
4. Administration – Approved – **Res. 21-93**, Amending the 2021-2022 Planning and Development Services Budget, and Authorize the City Manager to enter into an Agreement with the Clovis Rodeo Association for City use of Rodeo Grounds Facilities.
5. Administration – Approved – Request for Street Closure to Hold Coffee and Beer Festival on Pollasky Avenue between Spruce Avenue and Park Creek Drive on Saturday, October 30.
6. Administration - Received and Filed – Community and Economic Development Department July 2020 – June 2021 Report and Department Overview.
7. Administration - Approved – A Request to Rename Wrenwood Avenue from Fowler Avenue to the west to Amber Avenue to the east to “Jenna Prandini Drive” just north of Clovis High School.
8. Fire – Approved – **Res. 21-94**, Amending the Fire Department Budget for FY 2021-2022 to reflect an award amount of \$31,000 in 2020 State Homeland Security Grant Program (SHSGP) to fund Fire Department equipment.

9. General Services – Approved – **Res. 21-95**, Amending the City’s FY 2021-2022 Position Allocation Plan by Deleting Separate Engineer I and Engineer II/Civil Engineer Series and Creating a Single Engineer I/Engineer II/Civil Engineer Series in the Budget.
10. General Services – Approved – **Res. 21-96**, Amending the City’s FY 21-22 Position Allocation Plan by adding one (1) Deputy City Planner position and deleting one (1) Senior Planner position; and adding one (1) Staff Analyst position and deleting one (1) Principal Office Assistant position within the Planning and Development Services Department.
11. General Services - Approved – A One Year Contract Extension with Focus Packaging for City-Wide Janitorial Supplies from September 22, 2021 through September 21, 2022.
12. Police – Approved – Waive the normal purchasing process and approve the upgrade and sole source purchase of Tyler Technologies Enterprise Law Enforcement Records Management System (LERMS).
13. Police – Approved – Waive the normal purchasing process and approve the purchase of dispatch console workstations for the Clovis Police Department 911 Communications Center.
14. Planning and Development Services – Received and Filed – Annual Department Newsletter.
15. Planning and Development Services - Approved – **Res. 21-97**, A request to authorize the City Manager to execute a consultant agreement between the City of Clovis and LSA for the preparation of an Environmental Impact Report (EIR) and related services covering approximately ±888 acres of property located on the north side of Shepherd Avenue, between N. Willow and N. Sunnyside Avenues. Heritage Development Company on behalf of the Ricchiuti family entities (Vincent Ricchiuti & Leland Parnagian), applicant.
16. Planning and Development Services - Approved – **Res. 21-98**, A request authorizing the City Manager to execute a consulting agreement between the City of Clovis and LSA for the preparation of SB-2 grant funded technical studies addressing biological resources, cultural resources, and agricultural resource evaluation. The study area will encompass approximately ±1,322 acres of property located on the north side of Shepherd Avenue, between N. Willow and N. Sunnyside Avenues. City of Clovis, applicant.
17. Planning and Development Services - Approved – Final Acceptance for CIP 18-14 Well 11A Pump and Motor Improvements.
18. Planning and Development Services - Approved – Final Acceptance for CIP 21-01, Rubberized Cape Seal 2021.
19. Planning and Development Services - Approved – Final Acceptance for CIP 20-07 Fire Station 6 Off-site Improvements.
20. Public Utilities – Approved – Waive Formal Bidding Procedures and Authorize the City Manager to Execute a Contract with SCS Field Services to Replace and Install Landfill Gas (LFG) Extraction Wells at the Clovis Landfill.

ITEM 24 – 6:21 - APPROVED – APPOINTMENT TO THE CONSOLIDATED MOSQUITO ABATEMENT DISTRICT.

Motion by Councilmember Ashbeck, seconded by Councilmember Mouanoutoua, for the Council to appoint Jennifer Willems to Consolidated Mosquito Abatement District representing the City of Clovis for a term through December 2022. Motion carried by unanimous vote.

ITEM 23 – 6:26 - APPROVED – A REQUEST FROM THE NISEI FARMERS LEAGUE FOR LETTERS OF SUPPORT FOR AMENDMENTS TO THE FARM WORKFORCE MODERNIZATION ACT OF 2021 (H.R. 1603) TO INCLUDE PACKING HOUSES AND PROCESSING FACILITIES.

Motion by Councilmember Whalen, seconded by Councilmember Ashbeck, for the Council to approve a request from the Nisei Farmers League for Letters of Support for Amendments to the Farm Workforce Modernization Act of 2021 (H.R. 1603) to include Packing Houses and Processing Facilities. Motion carried by unanimous vote.

PUBLIC HEARINGS

ITEM 21 – 6:50 - APPROVED - RES. 21-99, ADOPTION OF THE CITY OF CLOVIS 2020-2021 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR EXPENDITURE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS.

Motion by Councilmember Ashbeck, seconded by Councilmember Mouanoutoua, for the Council to approve Resolution 21-99, adopting the City of Clovis 2020-2021 Consolidated Annual Performance and Evaluation Report (CAPER) for expenditure of Community Development Block Grant Funds. Motion carried by unanimous vote.

ITEM 22 – 6:55 – CONTINUED - CONSIDER ITEMS ASSOCIATED WITH APPROXIMATELY 1.6 ACRES OF PROPERTY LOCATED ALONG THE EAST SIDE OF OSMUN AVENUE AND THE WEST SIDE OF BARON AVENUE, NORTH OF SECOND STREET. TGP INVESTMENTS LLC & FLYLINE INVESTMENTS, OWNER/APPLICANT; DIRK POESCHEL, REPRESENTATIVE. (CONTINUED FROM 7/19/21 - STAFF IS FURTHER RECOMMENDING THIS ITEM BE CONTINUED TO A DATE UNCERTAIN.); AND ITEM 22a – CONTINUED - CONSIDER APPROVAL - RES. 21-XX, GPA2018-003, A REQUEST TO AMEND THE GENERAL PLAN TO RE-DESIGNATE FROM THE MEDIUM DENSITY RESIDENTIAL (4.1 TO 7.0 DU/AC) TO THE VERY HIGH DENSITY RESIDENTIAL (25.1 TO 43.0 DU/AC) CLASSIFICATION FOR FUTURE DEVELOPMENT; AND ITEM 22b. – CONTINUED - CONSIDER INTRODUCTION - ORD. 21-XX, R2018-009, A REQUEST TO APPROVE A REZONE FROM THE R-1 (SINGLE FAMILY RESIDENTIAL - 6,000 SQ. FT.) TO THE R-4 (VERY HIGH DENSITY MULTIPLE FAMILY RESIDENTIAL) ZONE DISTRICT.

Motion by Councilmember Ashbeck, seconded by Councilmember Mouanoutoua, for the Council to continue the item to a date uncertain. Motion carried by unanimous vote.

CLOSED SESSION – 7:18

- 25. Government Code Section 54956.9(d)(1)
Conference with Legal Counsel – Existing Litigation
Claimant Paul Lee v. City of Clovis

- 26. Government Code Section 54957
PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT
Title: City Manager

Mayor Flores adjourned the meeting of the Council to September 13, 2021

Meeting adjourned: 7:50 p.m.

Mayor

City Clerk



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Fire Department

DATE: September 13, 2021

SUBJECT: Fire – Approval – Res. 21-____, A Resolution Outlining Fire Department personnel compensation reimbursement for participating in Mutual Aid activities to outside agencies.

ATTACHMENTS: 1. Res. 21-____

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve a resolution reestablishing the proper reimbursement to the City of Clovis for fire department employees responding to emergency incidents, as outline under the current California Fire Assistance Agreement (CFAA).

EXECUTIVE SUMMARY

Every year the Clovis Fire Department assists the State of California, a number of Federal Fire agencies, and/or other local government agencies during times of severe wildfire conditions or other large-scale emergency incidents. These emergencies often require the need of additional emergency personnel and/or fire apparatus to effectively address the emergency at hand. For many years now, the City has been responsive to these requests for assistance provided that there was some form of reimbursement for a majority of these responses to ensure there is no direct impact to the local taxpayer. The California Fire Assistance Agreement (CFAA) is the main contract used between the various statewide agencies to share resources and provide a system of reimbursement. However, in 2020 there was a change in the method of calculating reimbursement. In short, certain Federal agencies are seeking ways to save money by not paying for certain portions of the response by local agencies such as travel to and from the incident (portal to portal) and during rest periods. Since fire personnel being sent are not allowed to leave the incident or their crew, and also required to remain ready for an emergency callout even during their rest periods, by not reimbursing for these activities, it will put the burden to pay on the local agencies and local taxpayers. By passing this Resolution, the City Council will be communicating that the City of Clovis will require the requesting agencies to pay the full amount of the

reimbursement, and, if not, authorize the Fire Chief to deny future requests for assistance under the CFAA contract.

BACKGROUND

Under the terms of the proposed 2020 California Fire Assistance Agreement (CFAA), local fire agencies are required to define how their employees are compensated, how the use of backfill/shift replacement is needed to maintain minimum staffing and that employees are paid on a twenty-four (24) basis during their normal course of work. These items are outlined in the existing Clovis Firefighters Association Memorandum of Understanding, Management Benefit Summary and/or department policy.

FISCAL IMPACT

The intent of this Resolution is to continue being reimbursed for the full costs associated with sending mutual aid resources. For more than twenty (20) years, the costs for responding additional personnel and equipment to these emergencies were fully reimbursed under the California Fire Assistance Agreement (CFAA). If the reimbursements do not cover all of the required overtime and backfill as outlined in existing employees' memorandum of understanding, then this cost would have to be covered by local funds. Therefore, with the passage of this Resolution, the City of Clovis will have no adverse fiscal impact if the requesting agencies solicit for mutual aid resources.

REASON FOR RECOMMENDATION

With the approval of this Resolution, the City of Clovis should continue to be reimbursed for the total cost of providing personnel and equipment to other fire agencies as outlined under the California Fire Assistance Agreement (CFAA).

ACTIONS FOLLOWING APPROVAL

The City of Clovis Fire Department will submit a copy of the approved Resolution to the State of California, Office of Emergency Services and the Resolution will be used in conjunction with reimbursement policies under the terms outlined in the California Fire Assistance Agreement (CFAA).

Prepared by: John Binaski, Fire Chief

Reviewed by: City Manager *JH*

RESOLUTION 21-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING THE TERMS AND CONDITIONS FOR FIRE DEPARTMENT RESPONSE
AWAY FROM THEIR OFFICIAL DUTY STATION AND ASSIGNED TO AN EMERGENCY
INCIDENT.**

WHEREAS, the City of Clovis Fire Department is a public agency located in the County of Fresno, State of California; and

WHEREAS, it is the City of Clovis' desire to provide fair and legal payment to all its employee for time worked; and

WHEREAS, the City has in its employ, Fire Department response personnel including: Fire Chief, Deputy Chief, Battalion Chief, Fire Captain, Engineer, Firefighter/EMT; and

WHEREAS, the City will compensate its employees portal-to-portal in accordance with their current Memorandum of Understanding while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response.

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

1. Personnel shall be compensated according to Memorandum of Understanding (MOU), Personnel Rules and Regulations, Management Employee Benefits Summary and/or other directive that identifies personnel compensation in the workplace.
2. In the event a personnel classification does not have an assigned compensation rate, a "Base Rate" as set forth in an organizational policy, administrative directive, or similar document will be used to determine compensation for such personnel.
3. The Clovis Fire Department will maintain a current salary survey acknowledgement of acceptance of the "Base Rate" on file with the California Governor's Office of Emergency Services, Fire Rescue Division.
4. Personnel will be compensated (portal-to-portal) beginning at the time of dispatch to the return to jurisdiction when equipment and personnel are in service and available for agency response.

ATTACHMENT 1

- 5. Fire department response personnel include: Fire Chief, Deputy Chief, Battalion Chief, Fire Captain, Engineer, and Firefighter/EMT.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on _____, 2021 by the following vote, to wit.

AYES:
NOES:
ABSENT:
ABSTAIN:

DATED:

Mayor

City Clerk



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: September 13, 2021

SUBJECT: Public Utilities – Approval – Waive Formal Bidding Requirements and Authorize the Purchase of a Water Truck for Landfill Operations Off of the Sourcewell Purchasing Contract from Gibbs International, Inc.; and Approval – Res. 21-____, Amending the 2021-2022 Public Utilities Department Community Sanitation Budget to Allocate Funds for Purchase of the Water Truck.

ATTACHMENTS: 1. Resolution and Budget Amendment

CONFLICT OF INTEREST

None

RECOMMENDATION

1. For the City Council to waive the City's formal bidding requirements and authorize the purchase of a water truck from the Sourcewell Purchasing Contract from Gibbs International, Inc. for a total cost of \$155,791.84, including tax; and
2. For the City Council to approve Resolution 21-____, amending the 2021-2022 Public Utilities Department Community Sanitation budget to allocate funds for purchase of the water truck for landfill operations.

EXECUTIVE SUMMARY

The purchase of a new water truck is necessary to stay compliant with San Joaquin Valley Air Pollution Control District (SJVAPCD) vehicle emission standards and with State regulations for keeping, transferring, and disposing of leachate, gas condensation, and other waste liquids at the landfill.

The Sourcewell Purchasing Contract – formerly the National Joint Powers Alliance (NJPA) contract – is a nationwide public procurement service that makes the governmental procurement process more efficient. All contracts available to participating members have been awarded by virtue of a public competitive procurement process compliant with State statutes.

A budget resolution is needed because funds were not included in the 2021-2022 Public Utilities Department Community Sanitation budget to purchase a water truck for the Community Sanitation/Solid Waste Landfill Section.

BACKGROUND

The City Landfill currently uses two water trucks onsite for different purposes. One of the water trucks holds non-potable water and is used for dust control around the site. The other water truck transports leachate to the lined areas of the landfill and is used for dust control and better compaction of the waste. The leachate water truck currently being used is a previously retired truck and it no longer meets SJVAPCD vehicle emission standards. Additionally, the corrosive leachate has deteriorated the tank and repairing the tank would not be economical.

This new purchase will allow the Landfill operations to meet SJVAPCD vehicle emission standards and State regulations, and enable employees to work more efficiently. The recommended vehicle is available through the Sourcewell Purchasing Contract – formerly the NJPA contract – which is competitively bid on a nationwide basis. The recommended vehicle meets the required specifications.

FISCAL IMPACT

The cost of the truck is \$155,791.84, including tax. A budget amendment is needed to account for the fund expenditure to purchase the replacement water truck. There are adequate fund reserves in the Community Sanitation budget for this expenditure.

REASON FOR RECOMMENDATION

The replacement water truck will keep the City Landfill operations in compliance with State regulations and will meet current San Joaquin Valley Air Pollution Control District vehicle emission standards.

ACTIONS FOLLOWING APPROVAL

A purchase order will be prepared for the City Manager's approval and sent to the vendor.

Prepared by: Paul Armendariz, Assistant Public Utilities Director

Reviewed by: City Manager *JA*

RESOLUTION 21-___

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING AN AMENDMENT TO THE ANNUAL BUDGET FOR FISCAL YEAR
2021-2022**

WHEREAS, the City Council adopted the 2021-2022 Budget on June 14, 2021; and

WHEREAS, the City Council is amending the 2021-2022 Budget to include funding in the Public Utilities Department Community Sanitation Budget to purchase a water truck for landfill operations; and

WHEREAS, the expenditures were not included in the 2021-2022 Budget.

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

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on September 13, 2021, by the following vote, to wit.

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

DATED: September 13, 2021

Mayor

City Clerk

ATTACHMENT 1

ATTACHMENT A

SUMMARY OF EXPENDITURES BY DEPARTMENT

Department		
Public Utilities Department		\$160,000.00
Total		\$160,000.00

SUMMARY OF EXPENDITURES BY FUND

Fund		
Community Sanitation		\$160,000.00
Total		\$160,000.00

NET GENERAL FUND SUPPORT

Total		\$0
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CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: September 13, 2021

SUBJECT: Public Utilities – Approval – Bid Award for CIP 21-09 SWTP, 2.5 MG Water Storage Reservoir Coating Project, and Authorize the City Manager to Execute the Contract on Behalf of the City.

ATTACHMENTS: 1. Vicinity Map

CONFLICT OF INTEREST

None

RECOMMENDATION

1. For the City Council to award a contract for CIP 21-09, SWTP 2.5 MG Water Storage Reservoir Coating Project, to Unified Field Services Corporation in the amount of \$676,270.00; and
2. For the City Council to authorize the City Manager to execute the contract on behalf of the City.

EXECUTIVE SUMMARY

Staff is recommending that Council authorize the City Manager to execute the contract to Unified Field Services Corporation in the amount \$676,270.00.

This is a maintenance project to re-coat the existing 2.5 million gallon water storage reservoir at the Clovis Surface Water Treatment Plant. The work consists of the surface preparation, repairs, and application of protective coating to all internal surfaces of the reservoir structure, including but not limited to: the reservoir walls, baffle curtains, all metal attachments, appurtenance, structural components, and accessories. The work also includes an additive alternate bid item to paint the exterior of the water storage reservoir.

BACKGROUND

The following is a summary of the bid results of August 31, 2021:

BIDDERS	BASE BIDS	ADD ALT A2	TOTAL
Unified Field Services Corporation	\$656,452.00	\$19,818.00	\$676,270.00
Farr Construction Corporation	\$676,350.00	\$57,000.00	\$733,350.00
Advanced Industrial Services	\$765,750.00	\$17,940.00	\$783,690.00
Euro Style Management	\$777,800.00	\$147,500.00	\$925,300.00
Simpson Sand Blasting	\$817,385.00	\$11,965.00	\$829,350.00
Capital Industrial Coatings	\$916,750.00	\$24,000.00	\$940,750.00
CalSierra Construction	\$1,098,000.00	\$194,000.00	\$1,292,000.00
ENGINEER'S ESTIMATE	\$666,250.00	\$25,000.00	\$691,250.00

All of the bids were examined and found to be in order, with a few minor clerical errors that did not affect the ranking of the bidders. Staff has validated the lowest responsive bidder's contractor's license and the contractor is in good standing. Additive alternate bid item A2 is for Exterior Surface Preparation and Coatings Work. With the favorable bids, staff recommends proceeding with this additive alternate as shown above. City staff recommends awarding a contract to Unified Field Services Corporation in the amount of \$676,270.00.

FISCAL IMPACT

Funds for this project are budgeted for in the fiscal year 2021-2022 Water Enterprise budget.

REASON FOR RECOMMENDATION

Unified Field Services Corporation is the lowest responsible bidder. There are sufficient funds available for the anticipated costs of the project.

ACTIONS FOLLOWING APPROVAL

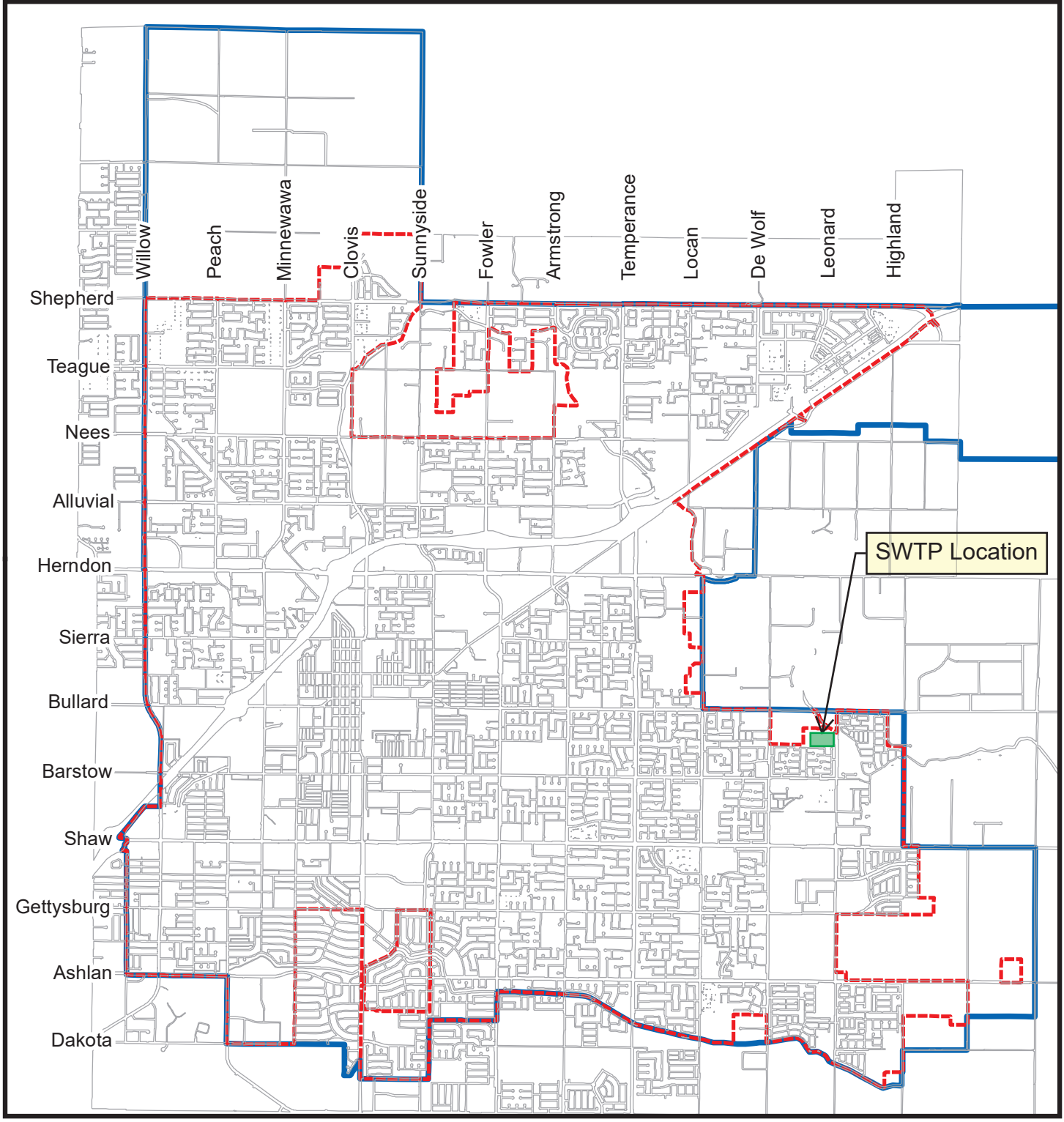
The contract will be prepared and executed, subject to the Contractor providing performance security that is satisfactory to the City.

Prepared by: Kevin Tuttle, Civil Engineer

Reviewed by: City Manager *[Signature]*

VICINITY MAP

CIP 21-09 SWTP 2.5 MG Water Storage Reservoir Coating Project



ATTACHMENT 1



CITY LIMITS
 SPHERE OF INFLUENCE

Prepared By: Kevin T



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: September 13, 2021

SUBJECT: Public Utilities – Approval – Proposal Award for Residential Refuse, Recycling, and Organics Carts; and Approval – Authorize the City Manager to Execute the Contract on Behalf of the City.

ATTACHMENTS: 1. Agreement for Refuse, Recycling, and Organics Automated Carts

CONFLICT OF INTEREST

None.

RECOMMENDATION

1. For the City Council to award an agreement for residential refuse, recycling, and organics carts to Toter LLC; and
2. For the City Council to authorize the City Manager to execute the agreement on behalf of the City.

EXECUTIVE SUMMARY

On May 4, 2021, City staff issued a request for proposal (RFP) seeking providers of residential automated carts for the City of Clovis. The Department received four proposals; two were non-responsive and two were responsive to the Department's proposal specifications. One of the two responsive bidders – Toter LLC – was the most responsive proposer and is recommended to be awarded as the City's residential refuse, recycling, and organics cart provider for the 5-year term as specified in the RFP and agreement.

BACKGROUND

The City of Clovis provides refuse, recycling, and organics carts to Clovis customers. The basic service provided to Clovis residents includes three carts: one 96-gallon blue cart for recycling materials, one 96-gallon green cart for organic waste debris, and one 96-gallon or 48-gallon grey cart for trash. Toter LLC has historically provided the City's disposal carts.

The Clovis Municipal Code mandates provisions for each resident to receive three disposal carts: a 96-gallon recycle cart, a 96-gallon organics cart, and either one 96-gallon or 48-gallon grey cart for landfilled waste.

The following is a summary of the responsive proposal results. Proposals were opened on June 11, 2021 and were evaluated on quality of material, product performance, customer service, and competitive pricing, among other characteristics. In most categories, Toter LLC ranked number 1.

Scoring	Toter	Otto
Quality of Product	✓	
Performance (durability, ease of maintenance, mobility)	✓	
Customer Service (experience, availability of a 48-gallon cart)	✓	
Competitive Pricing		✓
Warranty	✓	
Stackable (storage & delivery)	✓	

Pricing was as follows:

Bid Items	Toter	Otto
96-gallon cart	\$57.74	\$53.34
48-gallon cart	\$46.10	49.04

The Department also received proposals from Schaefer and Rehrig to supply residential carts; however, these proposals only included prices for 96-gallon carts and did not include 48-gallon carts. Therefore, these proposals were deemed as non-responsive and were not considered for this RFP.

FISCAL IMPACT

The funds for the automated cart purchases were approved in the 2021/22 fiscal year budget.

REASON FOR RECOMMENDATION

Toter LLC has continued to provide excellent customer service and competitive pricing. Toter cart bodies are manufactured using an Advanced Rotational Molding process, made stress-free with durable linear medium-density polyethylene materials, making the carts tough and flexible. Toter provides a 12-year warranty compared to the competitor’s 10-year warranty. Toter carts are nestable/stackable when fully assembled, providing for additional storage space.

ACTIONS FOLLOWING APPROVAL

The agreement will be prepared and executed, subject to Toter LLC providing performance security that is satisfactory to the City.

Prepared by: Ivette Rodriguez, Solid Waste Manager

Reviewed by: City Manager *JH*

CITY OF CLOVIS
PUBLIC UTILITIES DEPARTMENT
AGREEMENT FOR REFUSE, RECYCLING, AND ORGANIC AUTOMATED CARTS

THIS AGREEMENT FOR REFUSE, RECYCLING, AND ORGANIC CARTS (“Agreement”) is made and entered into effective this 13th day of September, 2021, by and between the CITY of Clovis, a California Municipal Corporation, and General Law City, with principal offices located at 1033 Fifth Street, Clovis CA 93612, herein referred to as “CITY,” and Toter, LLC, whose address is 841 Meacham Road, Statesville North Carolina, hereinafter referred to as "SUPPLIER."

WITNESSETH

WHEREAS, on May 25, 2021, CITY issued its Request for Proposal for Automated Refuse, Recycling, and Organic carts (“RFP”); and

WHEREAS, SUPPLIER submitted its “Proposal” to the CITY on June 11, 2021, which Proposal is hereby incorporated into this Agreement by reference; and

WHEREAS, SUPPLIER desires to provide CITY with refuse, recycling, and organic collection carts, and CITY has a need for such products; and

WHEREAS, SUPPLIER is qualified and willing to perform the services and provide the necessary products to CITY as described in this Agreement and in accordance with the stated quantities and product models as described in the attached SUPPLIER’s Proposal; and

WHEREAS, CITY and SUPPLIER desire to enter into this Agreement and set forth the terms and conditions whereby SUPPLIER will provide services and products to CITY, and CITY will compensate SUPPLIER.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the Parties agree as follows:

ATTACHMENT 1

AGREEMENT

1. TERM

The term of this Agreement shall commence on September 14, 2021, and shall terminate at 11:59 P.M. PST on September 13, 2026, unless extended by mutual written agreement of the CITY and SUPPLIER for one (1) additional year.

2. SCOPE OF SERVICES

SUPPLIER shall, during the term of this Agreement, provide automated refuse carts based upon the terms and conditions as set forth in this Agreement, the RFP, and the Agreement Documents defined herein pursuant to the Order of Precedence stated herein.

Agreement Documents consist of: (1) this Agreement; (2) the RFP; and (3) the SUPPLIER's Proposal. The Order of Precedence of Documents shall be (first) this Agreement; (second) the provisions concerning automated carts contained in the RFP; and (third) the Proposal. Written modifications and amendments signed by both Parties will take precedence over documents listed above. Whenever any conflict appears in any portion of the Agreement, it shall be resolved by application of the Order of Precedence. While the Proposal and the RFP may be applied to clarify or resolve any ambiguities in this Agreement, any inconsistencies between the express provisions of this Agreement and the provisions of the Proposal or the RFP shall be resolved and determined as provided by and in accordance with the express terms and conditions of this Agreement.

3. COMPENSATION AND BILLING

In consideration of services rendered and product items supplied hereunder, CITY shall pay to SUPPLIER all sums due and owing as determined by the per item rates set as set forth in attached "Exhibit A." CITY shall make payment to SUPPLIER as quantities are ordered following receipt of an invoice.

4. PERFORMANCE REQUIREMENTS

If any work performed or product items provided hereunder are not in conformity with

the requirements of this Agreement and other pertinent documents referenced in Section 2, CITY shall have the right to require SUPPLIER to perform/provide the work/product again in conformity with the requirements of the Agreement at no additional increase in the SUPPLIER's fee for service/products. There shall be no acceptance of inferior product substitutions. The CITY expects and requires quality products at all times. The CITY also shall have the right to require SUPPLIER to take all necessary steps to ensure future performance of the work in conformity with the requirements of the Agreement. In the event SUPPLIER fails to perform/provide the work/products again or fails to take necessary steps to ensure future performance of the work/products in conformity with the requirements of the Agreement, CITY shall have the right to terminate this Agreement for default.

5. ALTERATIONS OR VARIATIONS

No alterations or variations of the terms of this Agreement shall be valid unless made in writing and signed by both parties.

6. WARRANTY

The warranty period for all supplied wheeled containers provided by SUPPLIER shall be twelve (12) years from date of original purchase.

7. HOLD HARMLESS, INDEMNITY, AND DEFENSE

SUPPLIER shall indemnify, defend and hold the City, its officials, officers, employees, and agents 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 SUPPLIER relating to or arising out of the performance of services or the provision of product items under this Agreement, except to the extent such damages, losses, expenses, or liability are the result of CITY's sole negligence or willful misconduct. The obligations in this section shall survive the expiration or termination of this Agreement for any matters

accruing specified herein that arose or occurred during the term of this Agreement.

8. INDEPENDENT CONTRACTOR

It is expressly understood that SUPPLIER'S performance under this Agreement is as an independent supplier and not as an agent or employee of the CITY. SUPPLIER shall be solely responsible for and hold CITY harmless from all matters relating to payments of SUPPLIER's employees, including but not limited to payments of applicable compensation and benefits, and compliance with applicable Social Security, tax withholding, and all other regulations and legal requirements governing such employee matters. In the interpretation of this Agreement and the relations between SUPPLIER AND CITY, the parties intend and SUPPLIER shall be construed as being a supplier contracted to provide automated carts only. Neither SUPPLIER nor any of its employees or subcontract workers shall be held or deemed in any way to be an agent, employee, or official of the CITY. SUPPLIER shall indemnify and hold the CITY harmless from any liability resulting to the CITY if an employment relationship is found or determined to exist between CITY and SUPPLIER or any of SUPPLIER'S employees or subcontract employees.

9. LIQUIDATED DAMAGES

SUPPLIER's failure to perform its service obligations under this Agreement shall result in the assessment of liquidated damages at the rate of \$50.00 per day for each day of non-compliance/non-performance. The CITY shall provide the SUPPLIER with a two (2) day notice to correct any performance deficiency prior to imposing liquidated damages. In the event a repetitive discrepancy of service should occur, the City may impose a \$50.00 per occurrence fee as liquidated damages after the third occurrence and notification of said discrepancy. At the option of the CITY, the CITY may pursue actual damages or any other remedy permitted by law.

10. DEFAULT

Either party may terminate this Agreement upon fifteen (15) days prior written notice

to the other party of a material default, and a failure to cure the default within that time period. Termination shall not prohibit either party from pursuing any other legal remedies available as a result of the default or termination.

11. INSURANCE

Prior to commencement of the services under this Agreement, SUPPLIER shall take out and maintain, at its own expense, the following insurance during the term of this Agreement, 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.

a. Minimum Limits of Insurance. SUPPLIER shall maintain limits no less than:

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

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

(iii) Employer's Liability Insurance in an amount no less than \$1,000,000 per accident for bodily injury or disease.

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

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 SUPPLIER; and with respect to liability arising out of work or operations performed by or on behalf of the SUPPLIER including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided with two endorsement forms: 1) in the form of an additional insured endorsement to the Consultant's insurance, or as a separate owner's policy (CG 20 10 11 85 or its equivalent language) and 2) a CG 20 37 10 01 endorsement form or its equivalent language. A later edition of the CG 20 10 form along

with the CG 20 37 coverage form will give some protection to the entity for specific locations.

(ii) For any claims related to the services performed pursuant to this Agreement, the SUPPLIER'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 SUPPLIER'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) SUPPLIER grants to the CITY a waiver of any right to subrogation which any insurer of said SUPPLIER may acquire against the CITY by virtue of the payment of any loss under such insurance. SUPPLIER 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. The CITY may require the SUPPLIER 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. SUPPLIER 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 SUPPLIER's right to be paid any compensation under this Agreement. CITY's failure, at any time, to object to SUPPLIER'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 SUPPLIER fails to furnish and maintain the insurance required by this section, CITY may (but is not required to) purchase such insurance on behalf of SUPPLIER, and SUPPLIER shall pay the cost thereof to CITY upon demand, and CITY shall furnish SUPPLIER with any information needed to obtain

such insurance. Moreover, at its discretion, CITY may pay for such insurance with funds otherwise due SUPPLIER under this Agreement.

e. Subcontractors. If the SUPPLIER should subcontract all or any portion of the work or services to be performed in this Agreement, the SUPPLIER 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. 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 SUPPLIER to CITY under this Agreement.

12. ASSIGNMENT

This Agreement may not be assigned by SUPPLIER without prior written consent of CITY. The parties agree that assignment by SUPPLIER of any sums due and owing SUPPLIER under this Agreement shall not constitute an assignment of the Agreement.

13. SUBLETTING OF AGREEMENT

This Agreement shall not be sublet except with the written consent of the CITY. No such consent shall be construed as making CITY a party to such subcontract, or subjecting CITY to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve SUPPLIER of its liability and obligation under this Agreement, and all transactions with CITY must be through SUPPLIER.

14. SEVERABILITY

In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

15. EXTENSION AND MODIFICATION

SUPPLIER and CITY may extend or otherwise modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the parties.

16. TERMINATION (Non-Default)

CITY may terminate its Agreement with SUPPLIER even if there is no default by providing SUPPLIER with a thirty (30) day advance written Notice of Termination. In the event of such termination, SUPPLIER shall be paid for all services rendered to date in accordance with this Agreement.

17. NOTICES TO PARTIES

All notices to be given by the Parties to this Agreement shall be in writing and served by depositing same in the United States Mail.

Notices to CITY shall be addressed to:

City of Clovis
Attn: Ivette Rodriguez, Solid Waste Manager
Public Utilities Department
155 N. Sunnyside Avenue
Clovis, CA 93611

Notices to SUPPLIER shall be addressed to:

—

Either CITY or SUPPLIER may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

18. ENTIRE AGREEMENT

This Agreement, together with the other Agreement Documents described in Section 2 of this Agreement, constitutes the entire agreement between CITY and SUPPLIER concerning the subject matter hereof. There are no representations, either oral or written, between CITY and SUPPLIER other than those contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first hereinabove written.

CITY OF CLOVIS:

Company Name:

By: _____
Luke Serpa, City Manager

By: _____

Print Name: _____

Print Title: _____

Date

Date

Exhibit A

<u>Bid Item Specification</u>	<u>Height</u>	<u>Width</u>	<u>Depth</u>	<u>Load Rating</u>	<u>Wheel Diameter</u>	<u>Unit Cost</u>
Item #1 96-Gallon <u>Grey</u> Refuse Cart	43.25"	29.75"	35.25"	335 lbs	10"	\$57.74
Item #2 96-Gallon <u>Blue</u> Recycle Cart	43.25"	29.75"	35.25"	335 lbs	10"	\$57.74
Item #3 96-Gallon <u>Green</u> Organic Waste Cart	43.25"	29.75"	35.25"	335 lbs	10"	\$57.74
Item #4 48-Gallon <u>Grey</u> Refuse Cart	37.50"	23.50"	28.75"	168 lbs	10"	\$46.10



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: September 13, 2021

SUBJECT: Consider Approval – Res. 21-___, A resolution amending Plan Check, Inspection Services, Encroachment Permits and Community Investment Program Rates.

Staff: Sean Smith, Supervising Civil Engineer

Recommendation: Approve

ATTACHMENTS: 1. Res. 21-___, Amending Plan Check, Inspection Services, Encroachment Permits and Community Investment Program Rates
2. Correspondence from Stakeholders

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the City Council to approve Res. 21-___, amending Plan Check, Inspection Services, Encroachment Permits and Community Investment Program Rates.

EXECUTIVE SUMMARY

Engineering Division hourly rates need to be adjusted from \$115 to \$119 per hour to follow increases in the Consumer Price Index for All Urban Consumers (CPI-U) in order to maintain a functional level of service to the development community and operation of the Community Investment Program, together with offsetting increases in operational costs. The revised rates could take effect 60 days after approval on September 13, 2021. Staff is proposing to begin implementing the new rates on November 15, 2021.

BACKGROUND

The Engineering Division last updated the hourly rates in 2018 by Resolution 18-61. The cost of employee benefits has been increasing and is expected to continue to rise for the foreseeable future. Staff is recommending an hourly rate of \$119 to follow the overall CPI-U increases since 2018. According to the US Bureau of Labor Statistics, the CPI “is a measure of the average change over time in the prices paid by urban consumers for a market basket of consumer goods and services.” CPI is generally used to indicate the changes in costs for

total services, where in comparison the Construction Cost Index (CCI) is generally used to indicate the changes in costs of materials.

Hourly Billing Rate

In accordance with the Clovis Municipal Code, the Council establishes, by resolution, a schedule of fees for inspection, staking, and other services to be rendered by the City in connection with work performed by Engineering staff. The \$115 per hour billing rate was last updated in April 2018 by Resolution 18-61. Going forward, staff will review the hourly rate and adjust according to the CPI as part of the annual, or biannual review of the Development Impact Fees.

Stakeholder Outreach

The COVID-19 pandemic has continued to effect the look and number of public meetings that can be held by City staff. An email was provided to a group of over 130 stakeholders describing the proposed increase and all were offered the ability to meet in person or virtually. The stakeholders included the Building Industry Association (BIA), Fresno Metropolitan Flood Control District (FMFCD), the Clovis Unified School District, and several local residential and non-residential developers. The BIA was provided with a virtual meeting at their request. None of the contacted stakeholders have provided opposition to the hourly rate increase. The BIA originally provided an email to Engineering staff in May 2021 stating no opposition to the proposed increases, but staff elected to wait to present the item to Council until the 2021 Planning Division Fee Schedule revisions were ready.

FISCAL IMPACT

Engineering Department revenue increases will offset increased staff costs and allow City staff to maintain the current level of plan check and inspection services. The increase in the hourly rate will cover the increased costs of CIP staff.

REASON FOR RECOMMENDATION

Staff is recommending an increase in the hourly billing rate to \$119 per hour to cover the cost of staff services provided on CIP and development projects.

ACTIONS FOLLOWING APPROVAL

1. Staff will notify the development community and implement the new rates after approval of the resolution on November 15, 2021.

Prepared by: Sean Smith, Supervising Civil Engineer

Reviewed by: City Manager *JS*

RESOLUTION 21-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS AMENDING PLAN CHECK, INSPECTION SERVICES, ENCROACHMENT PERMITS AND COMMUNITY INVESTMENT PROGRAM RATES

WHEREAS, Chapter 2 of Title 7 of the Clovis Municipal Code provides rules and regulations for excavations and other work in City streets, for issuance of permits and fees therefor, and provides for a schedule of fees for engineering, inspection, staking and other services rendered by the City in connection with such work performed thereunder; and

WHEREAS, the Clovis Municipal Code, provides that fees be fixed by resolution; and

WHEREAS, the City Council of the City of Clovis desires to revise fees associated with services rendered by the City.

NOW, THEREFORE, IT IS RESOLVED AND ORDERED AS FOLLOWS:

That the City Council of the City of Clovis hereby adopts the following revisions to the fee schedule for services hereinafter set forth:

HOURLY RATE

The hourly rate for Engineering services rendered shall be set at \$119 per hour.

WITH RESPECT TO INITIAL SUBMITTAL FEES:

Initial plan review fees shall include four (4) submittals of the plans and preparation of all standard agreements (as indicated below). All additional submittals and preparation of non-standard agreements shall be subject to additional review fees per hour or fractions thereof at the Hourly Rate. Overtime fees will be 1.5 times the Hourly Rate per hour or fractions thereof with a two-hour minimum.

ENCROACHMENT PERMIT FEES:

1. The administrative charge for processing an application for an encroachment permit shall be based on 1 hour.
2. A minimum inspection fee of 3 hours at the hourly rate, or a fee calculated using the following inspection fees, whichever is greater, shall be applied to the proposed facilities to be installed within the City right-of-way. The fee shall be paid prior to issuance of a permit for the installation or construction of any of the items installed in the City right-of-way.

INSPECTION FEES:

See Exhibit A

HOURLY CHARGES FOR REINSPECTION/RETEST AND OVERTIME:

Inspector	Based on the Hourly Rate
Inspector (overtime)	1.5 times the Hourly Rate, two hour minimum
Other City Staff	Based on the Hourly Rate

COMMUNITY INVESTMENT PROGRAM FEES:

Staff charges to the Community Investment Program will be billed at the established Hourly Rate.

SUBDIVISION PLAN CHECKING, TESTING, AND INSPECTION FEES:

Each person submitting a parcel map or a subdivision map to the City shall pay to the City, prior to submission of final subdivision or parcel map for approval, a fee for the checking of improvement plans associated with conditions of approval, testing, and inspecting all proposed improvements within the public right-of-way as follows:

- On the first \$10,000.00 of the estimated cost of improvements: 7%
- On the next \$490,000.00 of the estimated cost of improvements: 3.75%
- On the estimated cost of improvements in excess of the \$500,000: 2%

Said fees established by Section shall be based upon final cost estimates approved by the City Engineer and shall include all improvements as required under the conditions of approval for the entitlement, adjustment in or refund of such fees shall be made once fees have been paid; except when an entitlement is withdrawn or a reversion to acreage map is recorded, the unexpended portion of the required fee may be refunded upon written request made by the payer of said fees to the City Engineer.

OTHER ENTITLEMENT PLAN CHECK FEES

Each person submitting an entitlement other than a parcel map or a subdivision map to the City shall pay to the City, prior to submission of improvement plans for approval, a fee at the Hourly Rate based on 10 hours plus 11 hours per gross acre of development for the checking of all proposed improvement plans associated with conditions of approval within the public right-of-way. For entitlements with minimal conditioned work, the fee shall be based on 4 hours at the Hourly Rate.

INITIAL SUBMITTAL FEES:

The initial submittal of all tract map and parcel map reviews shall include a non-refundable payment for services to be rendered as follows:

- For each initial submittal of parcel maps with minimal off-site improvements: 1.5 hours
- For each initial submittal of parcel maps with significant off-site improvements: 12 hours
- For each initial submittal of tract maps: 30 hours

The initial submittal of all entitlements other than tract map and parcel map reviews shall include a non-refundable payment for services to be rendered as follows:

- For each initial submittal: either 20 hours or 10 hours plus 11 hours per gross acres, whichever is less.
- For each initial submittal of entitlements with minimal conditioned work: 4 hours

Said fees for this section shall be considered part of the fees calculated in Paragraphs 2 or 3 above. This initial payment shall be credited against the total plan check and/or inspection fee for the project with the balance due paid prior to final map or improvement plan approval.

The above said plan review fee shall include four (4) submittals of the plans and preparation of all standard agreements (as indicated below). All additional submittals and preparation of non-standard agreements shall be subject to additional review fees of per hour or fractions thereof based on the Hourly Rate. Overtime fees will be 1.5 times the Hourly Rate per hour or fractions thereof with a two-hour minimum.

Standard Agreements shall consist of the following:

- Subdivision and Parcel Map Agreement (a draft and one revision)
- Landscape Maintenance District Covenants

Non-Standard Agreements consist of the following:

- Deferment Agreements (includes fees and improvements)
- Perpetual Maintenance Agreements
- Escrow Instructions
- Special Research Requests
- Reciprocal Access/Maintenance Agreements
- Solid Waste and/or Temporary Turnaround Covenants
- Deeds, Easements and Irrevocable Offers of Dedication
- Right of Entry
- Partial Reconveyances
- Temporary Basin Maintenance Covenants
- Legal Descriptions for Street and Utility Deeds

BE IT FURTHER RESOLVED that the provisions of this Resolution shall not in any way affect provisions for fees or charges in any other Resolution or Ordinance of the City of Clovis.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on September 13, 2021 by the following vote, to wit.

AYES:
NOES:
ABSENT:
ABSTAIN:

DATED: September 13, 2021

Mayor

City Clerk

INSPECTION FEES 2021-2022					
Fee description	Quantity	Unit	Unit Price	Total Fee	Time Factor [mins]
<u>STREET WORK</u>					
PERMIT PROCESSING FEE *	0	LS	\$198.50	\$0.00	90
DEVELOPER APPLICATION FEE	0	LS	\$119.00	\$0.00	60
MINIMUM INSPECTION FEE	0	EA	\$357.00	\$0.00	180
RE-INSPECTION FEE (per occurrence)	0	EA	\$178.50	\$0.00	90
WORKING IN R-O-W WITHOUT PERMIT	0	DAY	\$500.00	\$0.00	
VALLEY GUTTER	0	LF	\$2.40	\$0.00	1.20
CURB / CURB AND GUTTER	0	LF	\$1.20	\$0.00	0.60
SIDEWALK	0	SF	\$0.60	\$0.00	0.30
MISC CONCRETE	0	SF	\$0.60	\$0.00	0.30
DRIVE APPROACH	0	SF	\$0.60	\$0.00	0.30
A/C PAVEMENT / TRENCH REPAIR	0	SY	\$1.80	\$0.00	0.90
TRAFFIC MARKING / SIGNING	0	EA	\$119.00	\$0.00	60
STREET LIGHTS	0	EA	\$29.75	\$0.00	15
TRAFFIC CONTROL / LANE CLOSURE	0	EA	\$238.00	\$0.00	120
TRAFFIC CONTROL / DETOUR	0	EA	\$595.00	\$0.00	300
<u>SEWER FACILITIES</u>					
SEWER LATERAL	0	EA	\$37.70	\$0.00	19
SEWER MAIN	0	LF	\$2.40	\$0.00	1.20
MANHOLE	0	EA	\$77.00	\$0.00	40
<u>WATER FACILITIES</u>					
WATER TIE-IN, 1"-3"	0	EA	\$172.50	\$0.00	
WATER TIE-IN, 4"-6"	0	EA	\$345.00	\$0.00	
WATER TIE-IN, 8" AND LARGER	0	EA	\$690.00	\$0.00	
WATER SERVICE HOT TAP	0	EA	\$79.00	\$0.00	40
WATER MAIN / SERVICE LINE	0	LF	\$2.40	\$0.00	1.20
WATER METER	0	EA	\$0.00		
FIRE HYDRANT	0	EA	\$79.00	\$0.00	40
BLOW-OFF	0	EA	\$79.00	\$0.00	40
<u>DRAINAGE FACILITIES</u>					
STORM DRAIN MAIN	0	LF	\$2.40	\$0.00	1.20
MANHOLE	0	EA	\$79.00	\$0.00	40
SIDEWALK DRAINS	0	EA	\$79.00	\$0.00	40
DRAIN INLETS	0	EA	\$79.00	\$0.00	40
<u>LANDSCAPE FACILITIES</u>					
PUBLIC LANDSCAPE	0	SF	\$0.10	\$0.00	0.05
PUBLIC IRRIGATION (per each component)	0	EA	\$59.50	\$0.00	30
WELO INSPECTION	0	EA	\$119.00	\$0.00	60
SUB TOTAL OF FEES				\$0.00	
FIBER UTILITY PROCESSING FEE (1-3 hrs.)	0	HR	\$119.00	\$0.00	
<i>Credit</i>			\$0.00	\$0.00	
<i>Processing Fee Waiver</i>	0		\$147.00	\$0.00	75
TOTAL FEES				\$0.00	

NOTE:

* includes a \$20 Energov Fee

Sean Smith

From: Mike <mikep@biafm.org>
Sent: Friday, August 13, 2021 1:18 PM
To: Sean Smith
Subject: [External] Increase to Hourly Rate

Sean: This is to confirm our conversation at the July meeting of the Clovis/BIA Committee that the BIA does not oppose the hourly rate increase from the current rate of \$115.00 per hour to the proposed rate of \$119.00 per hour.

Mike Prandini
President & CEO
BIA of Fresno/Madera Counties
420 Bullard, Ste. 105
Clovis, CA 93612

Ph: 559-226-5900
Cell: 559-779-5838
Email: mikep@biafm.org

Look for NAHB Member Discounts at www.nahb.org/ma



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning & Development Services

DATE: September 13, 2021

SUBJECT: Consider Approval - Res. 21-___, A request to approve the 2021 City of Clovis Planning Division fee schedule.

Staff: George González, Senior Planner

Recommendation: Approve

ATTACHMENTS:

1. Draft Resolution and Planning Fee Schedule
2. Existing vs Proposed vs Primary Comparable
3. Building Industry Association (BIA) Letter Dated August 30, 2021
4. Notice of Categorical Exemption

CONFLICT OF INTEREST

None.

RECOMMENDATION

Staff recommends that the City Council approve the 2021 City of Clovis Planning Division Fee Schedule per **Attachment 1A**.

EXECUTIVE SUMMARY

The City of Clovis Planning Division has completed an analysis of the current cost of providing permit and entitlement processing services (fee study) and is proposing an update to the Planning Division Fee Schedule to reflect the findings. The fee study utilized the fee calculation methodology developed by the City and used consistently since approximately 2002. This methodology applies direct and indirect costs associated with the processing of each permit type to a time estimate which accounts for each step in the permitting process. Staff is recommending that the fee schedule be modified to reflect the current cost of providing services for all permit and entitlement types. The Building Industry Association (BIA), while not objecting to the fee calculations, has requested that fee increases for several permit types be implemented in two annual phases versus all at once. The BIA's comment letter is included as **Attachment 3**.

BACKGROUND

The current Planning Division Fee Schedule was adopted by the City Council on June 22, 2009. In performing its analysis of current costs, staff utilized the FY19-20 hourly rate for specific job titles within the City Departments of Planning, Engineering, Administration, Fire, Police, and Public Utilities. The fully burdened hourly rates include direct and indirect costs associated with the total compensation amount for personnel that is responsible for the review and processing of planning entitlements. The indirect costs include employee benefits and overhead costs.

In the course of completing the fee study, the procedural workflow for each planning entitlement was updated to reflect the step-by-step actions that are currently required in the processing of each application. The update to the workflow was an important component of the fee analysis as it was previously completed more than 12 years ago and had become out-of-date. Since 2009, changes in State law pertaining to CEQA, land use planning, zoning regulations, and development requirements have also increased the time required to perform entitlement reviews. Time estimates assumed average projects, based on staff's experience.

Overall, the analysis shows that fee increases ranging from 6% to 139% would need to occur across the various entitlements to fully recover the actual cost of providing services. The 6% increase is associated with a Minor Deviation (MD), which is a staff-level entitlement approval that does not require a public notice or hearing. The 139% increase is associated with a CEQA Categorical Exemption, which also requires a document filing with the County Clerk's Office.

A few examples of the most common types of entitlements are listed below, along with the percentage of fee increases that are necessary to fully recover current costs.

- Conditional Use Permit (PC Hearing Only): 40% Increase
- Tentative Tract Map (PC Hearing Only): 36% Increase
- General Plan Amendment: 52% Increase
- Rezone/Prezone (Single-Family): 137% Increase
- Site Plan Review (Commercial): 35% Increase
- Variance (Non-Residential): 56% Increase

Recommended New Fee Categories

The recommended 2021 Planning Fee Schedule Update also includes recommended fees for new entitlement types and procedural workflows. The following new fee categories and amounts are proposed:

- SOI Expansion (Developer Proposed): \$22,700 (Same as Annexation Fee)
- Re-Distribution Fee (Within Comment Period): \$119
- Re-Distribution Fee (After Comment Period): \$350
- Multifamily Residential Design Review (1-4 Units): \$4,125
- Multifamily Residential Design Review (5+ Units): \$5,725
- Multifamily Design Review Amendments: ½ Establish Fee

The establishment of the Sphere of Influence (SOI) expansion fee is recommended to recover costs associated with property owner or developer-based applications to expand the sphere of influence, similar to the existing fee for developer-based annexations. The fee categories for multifamily residential design review are included to address the new residential design review process which is now required by the City’s municipal code. The re-distribution fees are recommended to recover costs associated with redistributing projects for review when changes in the project description occur after a project has already been distributed.

Comparison of Recommended Fees with Surrounding Jurisdictions

To determine how the recommended fee schedule compared to planning-related fees in other cities, staff collected fee schedules from Fresno, Modesto, Merced, Redding, Turlock, Roseville, and Visalia. While the differences in fee structures between cities makes an “apples-to-apples” comparison difficult, staff generally found that each of the recommended fees are within the range of the comparator cities; usually not the highest or lowest. Current fees in the City of Fresno (last updated in August of 2020) were evaluated in more detail, as Fresno is generally viewed as Clovis’ primary comparator by the development community. The results of that evaluation are included within **Attachment 2**.

As a summary of the comparison with the City of Fresno planning entitlement fees, staff outlined a hypothetical project below showing specific entitlement types and their associated fees and the total cost.

<u>Planning Entitlement Type</u>	<u>City of Fresno</u>	<u>City of Clovis</u>
1. General Plan Amendment (40 Acres):	\$20,049	\$15,225
2. Rezone (40 Acres):	Included in GPA Fee	\$15,250
3. Planned Development Permit (PDP):	\$5,595	\$13,625
4. Tentative Tract Map (100-lot SFR):	\$35,417	\$18,975
5. CEQA – Mitigated Negative Declaration:	\$10,686	\$5,000
6. Scanning Fee:	\$140	\$0
Total:	\$71,887	\$68,075

Building Industry Association (BIA) Comments

On June 24, 2021, staff provided the BIA with the proposed 2021 fee schedule update for their review and comment. On August 30, 2021, staff received a comment letter (**Attachment 3**) recommending that fee increases in the following categories be implemented in two phases, half now and half in one year:

- Site Plan Review – All Types
- Tentative Tract Maps – Planning Commission
- Tentative Tract Maps – Planning Commission & City Council
- Variance – All Types
- Rezoning – All Types

The request to implement fee increases using a phased approach represents a viable alternative the City Council may choose to implement. The City can establish fees which equal up to 100% of the actual cost of providing the service, but there is no prohibition on setting fees at less than 100% of costs. In this instance, staff is not recommending a phased approach because the fees have not been adjusted for more than 12 years and the City has not been collecting fees sufficient to cover permit and entitlement processing services for several years. Phasing in the fees will further delay the collection of fees which fully cover current costs. The full fee amounts are comparable with the City of Fresno, Clovis' primary comparator.

California Environmental Quality Act (CEQA)

The City has determined that the Project is exempt from CEQA pursuant to Public Resources Code Section 15061(b)(3) which provides that CEQA applies only to projects that have the potential for causing a significant effect on the environment. A Notice of Exemption has been completed during the preliminary review and is kept for public review with the project file during the processing of the project application (**Attachment 4**). Staff will file the notice with the County Clerk if the project is approved.

The City published notice of this public hearing in The Business Journal on Wednesday, September 1, 2021 and Friday, September 10, 2021.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

The last time the Planning Fee Schedule was updated and approved by Council was more than 12 years ago. An updated fee study analyzing the current cost of providing services was completed, utilizing the methodology the City has implemented with each fee adjustment since at least 2002. The proposed fee schedule will assist Planning and Development Services in recovering the actual cost of providing services, and avoid the continued loss of entitlement processing revenues experienced in past years. While the phased approach requested by the BIA is a viable alternative, staff is not recommending such an approach because it would further extend the period for which fees collection will fail to cover actual cost. Moving forward, staff will review future fee studies on a regular basis to ensure the City is collecting fees sufficient to cover the current cost of providing entitlement processing services. Staff therefore recommends that the City Council approve the 2021 City of Clovis Planning Division fee schedule per **Attachment 1A**.

ACTIONS FOLLOWING APPROVAL

If approved by the City Council, the updated fee schedule will go into effect 60 days after the approval date.

Prepared by: George González, Senior Planner

Reviewed by: City Manager GH

RESOLUTION 21-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING THE 2021 CITY OF CLOVIS PLANNING DIVISION FEE SCHEDULE AND FINDING THE PROJECT IS EXEMPT FROM CEQA PURSUANT TO PUBLIC RESOURCE CODE SECTION 15061 (B)(3)

WHEREAS, the City of Clovis Planning Division is proposing an update to the 2009 Planning Division Fee Schedule utilizing the fee calculation methodology developed by the City and used consistently since approximately 2002. This methodology applies direct and indirect costs associated with the processing of each permit type to a time estimate which accounts for each step in the permitting process; and

WHEREAS, the City published a Notice of the City Council Public Hearing for September 13, 2021, to consider the 2021 City of Clovis Planning Division fee schedule in the Business Journal ten days prior to said hearing; and

WHEREAS, on September 13, 2021, the City Council considered testimony and information received at the public hearing and the oral and written reports from City staff, as well as other documents contained in the record of proceedings relating to the 2021 City of Clovis Planning Division fee schedule, which are maintained at the offices of the City of Clovis Department of Planning and Development Services; and

WHEREAS, the City Council has reviewed and considered the staff report and all written materials submitted in connection with the request and hearing and considering the testimony presented during the public hearing; and

WHEREAS, the proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and, based upon the Public Resources Code Section 15061 (b)(3), there is no substantial evidence that the project will have a significant effect on the environment, therefore, is exempt from CEQA.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis Council approves the 2021 City of Clovis Planning Division fee schedule per **Attachment A**.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on September 13, 2021 by the following vote, to wit.

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

DATED:

Mayor

City Clerk



City of Clovis Planning Division

FEE SCHEDULE

AGENDA ITEM NO. 8.

The following are the fees to be paid when filing an application with the City of Clovis Planning Division. The fee must accompany the application. Once an application is accepted, refunds and/or withdrawals shall be processed in accordance with Development Code Section 9.50.060.

Effective Date: Month ~~xx~~, 2021

ENTITLEMENT	FEE
ABANDONMENT	
Abandonment (Summary)	\$1,025
Abandonment of Right-of-Way	\$1,625
AMENDMENTS	
General Plan Amendment	\$13,025 + \$55/Acre
Ordinance Amendment	\$6,000
ANNEXATION/ REORGANIZATION Does not include LAFCo Fees	
Sphere of Influence Expansion	\$22,700 + \$119/Acre
Annexation/ Reorganization	\$22,700 + \$119/Acre
Agricultural Preserve Annexation (In addition to Annexation Fee)	\$7,200 + \$119/Acre
APPEALS	
Appeal requiring a City Council Hearing	\$1,625
Appeal requiring a Planning Commission Hearing	\$3,075
ENVIRONMENTAL ASSESSMENT	
Not part of any other application (The normal cost of environmental assessments, except EIRs is included in the various application fees)	
EIR or EA by Consultant hired by the City	Cost + 15% (10,000 Initial Deposit)
Categorical Exemption	\$1,075
Negative Declaration	\$4,075
Mitigated Negative Declaration	\$5,000
NEPA Compliance	Actual Cost
HOME OCCUPATION PERMIT	
Small Home Occupation Permit	\$119
Large Home Occupation Permit	\$250
MISCELANEOUS	
Adult Oriented Business Permit	\$7,750
Rear Yard Encroachment Permit	\$220
Staff Research & Document Preparation (Deferment Agreements, Zoning Confirmations, etc)	\$119/hr (1 Hr. Min.)
Determination of Use	\$4,525
Redistribution Fee (Within the commenting period)	\$119
Redistribution Fee (After the commenting period)	\$350
Sidewalk Permit (Contact the Economic Development Department for more information)	\$70
RESIDENTIAL SITE PLAN REVIEW	
Residential Site Plan Review, Single Family Residential, Subdivision	\$4,600 + 60/ Building Permit
Residential Site Plan Review, Single Family Residential Amendments, Individual Lot	\$875
SIGN REVIEW	
Sign Review	\$325 + \$20/Sign
Sign Review (Subdivision)	\$650 + \$20/Sign
Sign Review Amendment	1/2 base fee

SITE PLAN REVIEW		
Site Plan Review, Non-Residential	\$5,725	+ AGENDA ITEM NO. 8.
Site Plan Review, Non-Residential (Requiring Planning Commission hearing)	\$9,675	+ \$119/Acre
Site Plan Review, 1-4 Multifamily Units	\$4,125	+ \$55/Unit
Site Plan Review, Multifamily Residential 5+ Units	\$5,725	+ \$55/Unit
Site Plan Review, Multifamily Residential (Requiring Planning Commission hearing)	\$9,675	+ \$55/Unit
Site Plan Review, Amendment	1/2 Established Fee	
Site Plan Review, Exterior Amendment/ Amendments to Conditions	\$1,350	
MULTIFAMILY DESIGN REVIEW (Objective Standards)		
Multifamily Residential Design Review (1-4 Multifamily Units)	\$4,125	+ \$55/Unit
Multifamily Residential Design Review (5+ Multifamily Units)	\$5,725	+ \$55/Unit
Multifamily Design Review Amendment	1/2 Established Fee	
SUBDIVISIONS		
Lot Line Adjustment- Minor (Involves one lot line)	\$1,100	
Lot Line Adjustment- Major (Involves multiple lot lines)	\$1,550	
Tentative Parcel Maps	\$6,850	
Final Parcel Maps	\$2,150	+ \$55/Lot or Unit
Tentative Tract Map, Planning Commission	\$11,075	+ \$55/Lot or Unit
Tentative Tract Map, Planning Commission & City Council	\$13,475	+ \$55/Lot or Unit
Final Tract Map	\$3,100	+ \$30/Lot or Unit
Tentative Tract Map- Amendment/ Amendment to Conditions	1/2 Base Fee	
Refiling of an Expired Tentative Tract Map (Request can incorporate no changes to the approved map and must be filed within 6 months of expiration)	1/2 Established Fee	
USE PERMITS		
Administrative Use Permit	\$1,650	
Conditional Use Permit	\$7,675	
Conditional Use Permit, requiring City Council Hearing	\$9,375	
Office & Business Campus PUD	\$10,125	+ \$35/Lot or Unit
Planned Development Permit (Residential and Non-Residential)	\$10,125	+ \$35/Lot or Unit
Conditional Use Permit, Amendment	\$5,925	
Conditional Use Permit, Extension	\$2,500	
Temporary Use Permit	\$475	
VARIANCE		
Single Family Residential	\$4,950	
All Other Variances	\$7,550	
Minor Deviation	\$825	
Minor Adjustment- Signs	\$1,000	
ZONING		
Single Family Rezone/ Prezone	\$13,050	+ \$55/Acre
Rezone/ Prezone other than Single Family & PCC	\$13,050	+ \$55/Acre
Planned Commercial Center (PCC) Rezone/ Prezone	\$14,800	+ \$55/Acre
Planned Commercial Center (PCC) Rezone, Amendments/ Amendments to Conditions	1/2 Base Fee	
Mixed Use Zone	\$14,800	+ \$55/Acre
Master Plan Community Overlay District	\$17,900	+ \$55/Acre
Master Plan Community Overlay District Amendments- Minor Amendment	\$1,350	
Master Plan Community Overlay District Amendments- Major Amendment	1/2 Base Fee	

Planning and Development Services
 Planning Division
 1033 Fifth Street, Clovis CA
 559-324-2340

<https://cityofclovis.com/planning-and-development/planning/applications-and-fees/>

**CLOVIS PLANNING FEE SCHEDULE COMPARISON
EXISTING VS. PROPOSED VS. PRIMARY COMPARABLE**

AGENDA ITEM NO. 8.

Application:	Current Fee:	Proposed Fee	Primary Comparable (Fresno)
<u>ABANDONMENT OF RIGHT-OF-WAY</u>	\$2,025	\$1,625	Non-Applicable (Public Works)
<u>ABANDONMENT (Summary)</u>	\$550	\$1,025	Non-Applicable (Public Works)
<u>ACCESSORY UNIT (Second Residential Unit)</u>	\$1,575	(Removed)	\$648
<u>ADMINISTRATIVE USE PERMIT</u>	\$875	\$1,650	Non-Applicable
<u>ADULT ORIENTED BUSINESS PERMIT</u>	\$5,825	\$7,750	\$11,610
<u>ANNEXATION/REORGANIZATION</u>	\$20,550 + \$75/Acre	\$ 22,700 + 119/ acre	\$12,309 (inhabited)
Agricultural Preserve Annexation (In addition to Annexation Fee)	\$6,175	\$ 7200 + 119/acre	Non-Applicable
<u>APPEALS</u>			
Appeal requiring a City Council hearing	\$1,125	\$1,625	\$30 for resident; \$500 for applicant
Appeal requiring a Planning Commission Hearing	\$2,400	\$3,075	\$30 for resident; \$500 for applicant
<u>CONCURRENT PROCESSING WITH GENERAL PLAN AMENDMENTS</u>	5% of all associated fees (min. \$250)	(Removed)	
<u>CONDITIONAL USE PERMIT</u>	\$5,500	\$7,675	\$11,610
Conditional Use Permits / City Council Hearing	\$6,075	\$9,375	Non-Applicable
Extension	\$3,825	\$2,500	Non-Applicable
Amendment	\$3,825	\$5,925	\$5,092
Office & Business Campus PUD	\$6,075 + \$15 / Lot or Unit	\$ 10,125 + 35/ lot or unit	Non-Applicable
Planned Development Permit (PDP)	\$6,075 + \$15 per unit	\$ 10,125 + 35/ lot or unit	\$9,325
<u>DETERMINATION OF USE</u>	\$2,375	\$4,525	\$187
<u>EIR or EA by Consultant hired by the City</u>	Cost + 15%	Cost + 15% (\$10,000 Initial Deposit)	Cost + \$20,000 Deposit
<u>ENVIRONMENTAL ASSESSMENT</u>			
Categorical Exemption	\$450	\$1,075	\$560
Negative Declaration	\$2,800	\$4,075	\$5,968
Mitigated Negative Declaration	\$3,500 (plus consultant fees)	\$5,000	\$10,631
NEPA Compliance	Actual costs	Actual costs	Non-Applicable
<u>GENERAL PLAN AMENDMENT</u>	Non-Refundable \$500 Initial Filing Fee + Actual costs (\$8,075 minimum)	\$13,025 + \$55/acre	\$18,184 (standalone) \$20,049 (with Rezone Combo)
<u>HOME OCCUPATION PERMIT</u>			
Small Home Occupation Permit	\$95	\$119.00	\$30
Large Home Occupation Permit	\$237	\$250.00	\$30
<u>ORDINANCE AMENDMENT</u>	\$3,975	\$6,000	\$13,242
<u>REAR YARD ENCROACHMENT</u>	\$200	\$220	\$187
<u>RESIDENTIAL SITE PLAN REVIEW</u>			
Residential Site Plan Review, Single Family Residential, Subdivision	\$4,250 + \$50/Building Permit Requesting Modification	\$ 4,600 + 60/ permit	\$30/lot
Residential Site Plan Review, Single Family Residential, Individual Lot	\$775	\$875	\$30/lot

<u>SIDEWALK MERCHANDISE/USE PERMIT</u>			
(Old Town)	\$60	\$70	Non-Applicable
<u>SIGN REVIEW</u>			
Sign Review	\$250 + \$10 / Sign	\$ 325 + 20/ Sign	\$261
Sign Review (Subdivision)	\$475 + \$10/Sign	\$ 650 + 20/ Sign	\$261
Sign Review Amendment	1/2 established fee	1/2 base fee	\$261
<u>SITE PLAN REVIEW</u>			
Site Plan Review, 1-4 Units	\$2,100 + \$35 / Unit	\$ 4,125 + 55/ Unit	\$10,575
Site Plan Review, Multi-Family Residential 5+ Units	\$4,250 + \$35/Dwelling Unit	\$ 5,725 + 55/ Unit	\$10,575
Site Plan Review, Nonresidential	\$4,250 + \$110/ Acre	\$ 5,725 + 119/Acre	\$10,575
Site Plan Review, Multi-Family Residential/PRDs, requiring PC Hearing	\$6,075+\$35/Dwelling Unit	\$ 9,675 + 55/ Unit	\$10,575
Site Plan Review, Nonresidential, requiring PC Hearing	\$6,075 + \$110 / Acre	\$ 9,675 + 119/ Acre	\$10,575
Site Plan Review, Amendment	1/2 established fee	1/2 established fee	\$6,714
Site Plan Review, Exterior Amendments, Amendments to Conditions	\$775	\$1,350	\$2,648
<u>STAFF RESEARCH & DOCUMENT PREPARATION</u>			
(Deferment Agreements, Zoning Confirmations, etc.)	\$95 /hr (1 hr min)	\$119 /hr (1 hr min)	187/ hr (1 hour min)
<u>SUBDIVISIONS</u>			
Lot Line Adjustment (Minor – Involves one lot line)	\$775	\$1,100	Non-Applicable (Public Works)
(Major)	\$1,325	\$ 1,550	Non-Applicable (Public Works)
Tentative Parcel Maps	\$3,025	\$6,850	\$5,595
Final Parcel Map	\$1,300 +\$40/Parcel	\$ 2,150 + 55/ unit	\$3,826 (4 parcels or less) \$5,134 (5 parcels or more)
Tentative Tract Maps / Planning Commission	\$8,150 + \$35 /Lot or Unit	\$ 11,075 + 55/ unit	\$19,769 base + \$7,460 per 50 lots
Tentative Tract Maps / Planning Commission & City Council	\$8,150 + \$35 /Lot or Unit	\$ 13,475 + 55/ unit	Non-Applicable, unless appealed: \$500
Final Tract Map	\$2,750 + \$20 /Lot or Unit	\$ 3,100 + 30/ unit	PW: \$6,228 base + \$1,827 per 50 lots
Tentative Tract Maps-Minor Amendments / Amendments to Conditions	1/2 base fee	1/2 base fee	\$3,730
Refiling of an Expired Tentative Tract map (Request can incorporate no changes to the approved map and must be filed within 6 months of expiration)	1/2 established fee	1/2 established fee	Non-Applicable (new map fee)
<u>TEMPORARY USE PERMIT</u>			
	\$200	\$475	\$280
<u>VARIANCE</u>			
Single Family Residential	\$2,775	\$4,950	\$3,730
All Other Variances	\$4,850	\$7,550	\$9,959
Minor Deviation	\$775	\$825	\$250
Minor Adjustment, Signs	\$775	\$1,000	Non-Applicable (new sign permit)
<u>ZONING</u>			
Single Family Rezone / Prezone	\$5,500 + \$35/ Acre	\$ 13,050 + 55/ acre	\$11,190
Rezones / Prezones other than Single Family and P-C-C	\$5,500 + \$50/ Acre	\$ 13,050 + 55/ acre	\$11,190
P-C-C Rezone / Prezone	\$7,275 + \$75/ Acre	\$ 14,800 + 55/ acre	\$11,190

P-C-C Rezone, Minor Amendments/Amendments to Conditions	1/2 base fee	1/2 base fee	\$11,190
Mixed Use Zone	\$7,275 + \$75/Acre	\$ 14,800 + 55/ acre	\$11,190
Master Plan Community Overlay District	\$12,075 + \$75 /Acre	\$17,900 + 55/ acre	N/A
<i>Master Plan Community Overlay District Amendments</i>			
Minor Amendment.....\$775	\$775	\$1,350	
Major Amendment.....1/2 base fee	1/2 base fee	1/2 base fee	
Added Application:			
	Current Fee:	Updated Fee:	
Sphere of Influence Expansion	N/A	\$ 22,700 + 119/ acre	Non-Applicable
Re-Distribution Fee (within commenting period)	N/A	\$ 119	
Re-Distribution Fee (after commenting period)	N/A	\$ 350	
Multifamily Residential Site Plan Review (1-4 units)	N/A	\$4,125 + 55/unit	\$10,575 (Development Permit)
Multifamily Residential Site Plan Review (5+ units)	N/A	\$5,725 + \$55/unit	\$10,575 (Development Permit)
Multifamily Design Review Amendment	N/A	1/2 established fee	\$6,714
			Additional costs for applications:
			Traffic Review
			Fire Review
			Parks Review
			Scanning Fee
			Filing Fee



Building Industry Association
of Fresno/Madera Counties, Inc.

August 30, 2021

George Gonzales, Senior Planner
City of Clovis
1033 Fifth
Clovis, CA 93612

Dear George:

The Building Industry Association of Fresno/Madera Counties (BIA) has reviewed the proposed adjustments to the City of Clovis Planning Fee Schedule. The BIA has the following comments on the fee adjustments:

Site Plan Review – All

One-half of the proposed increase now and the balance in one year

Subdivisions

One-half of the proposed increase now and the balance in one year for the following:

Tentative Parcel Maps

Tentative Tract Maps – Planning Commission

Tentative Tract Maps – Planning Commission & City Council

Variance – All

One-half of the proposed increase now and the balance in one year

Zoning – All

One-half of the proposed increase now and the balance in one year

The BIA does not oppose the balance of the fee increases.

Thank you for including us in the review process.

Sincerely,

Michael Prandini
President and CEO



CITY of CLOVIS

PLANNING & DEVELOPMENT

1033 FIFTH STREET • CLOVIS,
CA 93612

AGENDA ITEM NO. 8.

For County Clerk Stamp

NOTICE OF EXEMPTION 2021 City of Clovis Planning Division Fee Schedule

The City of Clovis has determined that the project described below will not have a significant effect on the environment and shall be exempt from the provisions of CEQA. The project listed is exempt pursuant to CEQA Guidelines, Section 15061(b)(3).

Exemption Filed With: Fresno County Clerk, 2221 Kern Street, Fresno, California.

Lead Agency: City of Clovis, 1033 5th Street, Clovis, California.

Project Title: 2021 City of Clovis Planning Division Fee Schedule

Project Location – General: City of Clovis, Fresno County, California.

Project Location – Specific: N/A

Project Description: Consider Approval - Res. 21-___, A request to approve the 2021 City of Clovis Planning Division fee schedule.

Public Agency Approving and Implementing Project: City of Clovis

Exempt Status: Exempt, CEQA, Section 15061(b)(3).

Finding: The project listed is exempt pursuant to CEQA Guidelines, Section 15061(b)(3), due to the fact the proposed 2021 City of Clovis Planning Division fee schedule is not proposing any development within the Clovis City limits. This item will not have a significant effect on the environment.

Lead Agency Contact Person: George González, MPA, Senior Planner

Telephone Number: (559) 324-2383

Signature: _____
George González, MPA, Senior Planner
Planning Division

Date: August 30, 2021

City Manager 559.324.2060 • Community Services 559.324.2095 • Engineering 559.324.2350
Finance 559.324.2130 • Fire 559.324.2200 • General Services 559.324.2060 • Personnel/Risk Management 559.324.2725
Planning & Development Services 559.324.2340 • Police 559.324.2400 • Public Utilities 559.324.2600 • TTY -711

www.cityofclovis.com

ATTACHMENT 4