



CITY of CLOVIS

AGENDA • CITY COUNCIL MEETING

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

June 20, 2022

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.
- In order for everyone to be heard, please limit your comments to 5 minutes or less, or 10 minutes per topic

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 Proclamation Recognizing Tarpey Elementary Student Council for receiving the Civic Learning Award of Excellence.
2. Presentation – Update on Activity at Clovis Culinary Center.
3. Presentation – Update on Activity from Fresno/Clovis Convention and Visitors Bureau.

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.

- [4.](#) Administration - Approval - Minutes from the June 13, 2022, Council Meeting.
- [5.](#) Administration - Adopt - Ord. 22-05, An ordinance amending section 3.3.403 of the Clovis Municipal Code pertaining to the increase of the Transient Occupancy Tax rate. (Vote: 5-0)
- [6.](#) Administration – Approval – Award the Affordable Housing Rehabilitation Programs – Inspection and Construction Management Services contracts to Habitat for Humanity Greater Fresno Area and Self-Help Enterprises; and Authorize the City Manager to execute the contract on behalf of the City.
- [7.](#) General Services – Approval – Res. 22-____, Approval of a Memorandum of Understanding between the City of Clovis and the Clovis Police Officers' Association.
- [8.](#) General Services - Approval – Res. 22-____, Adopting the FY2022- 2023 Consolidated Transportation Service Agency (CTSA) Operations and Program Budget for Roundup Transit Services.
- [9.](#) General Services – Approval – Res. 22-____, Authorizing Amendments to the Planning Technician I, Planning Technician II, Assistant Planner, and Associate Planner Classifications in the Planning and Development Services Department.
- [10.](#) General Services – Approval – Res. 22-____, Authorizing Amendments to the Information Technology Technician, Information Technology Specialist, Senior Information Technology Specialist, Information Technology Analyst, and Senior Information Technology Analyst Classifications in the Information Technology Division.
- [11.](#) Planning and Development Services – Receive and File – Annual Department Newsletter.
- [12.](#) Planning and Development Services - Approval – Res. 22-____, Final Map Tract 6377, located at the southeast area of Leonard Avenue and Shaw Avenue (DYP 6377, LP).
- [13.](#) Planning and Development Services - Approval – Res. 22-____, Annexation of Proposed Tract 6377, located at the Southeast area of Leonard Avenue and Shaw Avenue to the Landscape Maintenance District No. 1 of the City of Clovis (DYP 6377, LP).
- [14.](#) Planning and Development Services – Approval – Consultant List from which Professional Consultants shall be selected for the FY 2022-2023.
- [15.](#) Planning and Development Services – Approval – Waive Formal Bidding Requirements and Authorize the Purchase of new Surveying Equipment from California Surveying and Drafting Supply.
- [16.](#) Police – Approval – Purchase of Unmanned Aerial Vehicle DJI-M30T (Drone) in Accordance with Clovis Police Department Military Equipment Use Policy 706.
- [17.](#) Public Utilities – Approval – Final Acceptance for CIP 21-09, SWTP 2.5 MG Water Storage Reservoir Coating Project.

18. Public Utilities – Approval – Award Non-Exclusive Franchise Agreements for Hauling of Construction and Demolition Debris, and Update the City’s Approved Hauler List.

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.

19. Consider Introduction – Ord. 22-____, R2008-007A3, A request to amend the Loma Vista Community Centers North and South Master Plan to remove the planned local street identified as Marengo Avenue within Planning Area 1 and Planning Area 2 and to adjust the underlying R-3 Zone District to reflect the modified circulation layout. AP Multifamily, LP, property owner; Wathen Castanos Homes, applicant; Precision Civil Engineering, representative. **(To be continued to the July 5, 2022 council meeting)**

Staff: Dave Merchen, City Planner

Recommendation: Continue

20. Consider Approval – Res. 22-____, Approving various actions required to conduct the November 8, 2022, General Municipal Election:

a. Calling and giving notice of the November 8, 2022, General Municipal Election for the purpose of electing three (3) members of the City Council for the terms of four (4) years through November 2026; and

b. Requesting to Consolidate the General Municipal Election with the Statewide General Election; and authorizing the Fresno County Elections Division to conduct the November 2022 Election; and

c. Establishing Conditions for the filing of Candidates’ Statements.

Staff: Karey Cha, City Clerk

Recommendation: Approve

21. Consider approval of various items associated with various fees under the Planning and Development Services Department:

a. Consider Approval – Res. 22-____, A resolution revising the Master Development Fee Schedule and Providing a Description of Fees to be Requested for County Adoption; and

b. Consider Approval – Res. 22-____, A resolution amending Plan Check, Inspection Services, Encroachment Permits and Community Investment Program Rates; and

c. Consider Approval – Res. 22-____, A request to approve the 2022 City of Clovis Planning Division Fee Schedule.

Staff: Dave Merchen, City Planner / Sean Smith, Supervising Civil Engineer

Recommendation: Approve

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

- 22. Receive and File – Update on the State Water Board’s Emergency Resolution to Reduce Water Demand and Improve Water Conservation.

Staff: Paul Armendariz, Assistant Public Utilities Director
Recommendation: Receive and File

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.

- 23. Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
Agency Designated Representatives: John Holt, Andrew Haussler, Jeffrey Blanks, Shonna Halterman, Lori Shively, Scott G. Cross, Mary Lerner, John Binaski, Curt Fleming.
Employee Organization: Clovis Police Officers Association, Clovis Firefighters Association, Clovis Employees Association, Clovis Public Works Employees Association, Clovis Public Safety Employees Association, Clovis Professional and Technical Employees Association, Clovis Transit Employees Bargaining Unit, Confidential Technical and Financial Professionals, and Unrepresented Employee: Management Employees

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:

- July 5, 2022 (Tue.)
- July 11, 2022 (Mon.) (To Be Cancelled)
- July 18, 2022 (Mon.)
- Aug. 1, 2022 (Mon.)
- Aug. 2 (Mon.) - Sep. 5 (Mon.) Summer Recess

CITY *of* CLOVIS
PROCLAMATION

**Recognizing Tarpey Elementary School
 Student Council**

WHEREAS, The Tarpey Elementary School Student Council provides an opportunity for students to develop leadership skills, partner with local community organizations, and serve the school and local community through various projects throughout the year; and

WHEREAS, On campus, students are involved in the governance of the school through developing rules/policy videos, coordinating red ribbon week, character counts week, and anti-bullying week activities; and

WHEREAS, In tribute to 9/11, The Student Council assembled and distributed gift baskets to the Clovis Police Department and to Fire Station 2, and created and delivered thank you cards and gifts to the 144th Air Force Fighter Wing/Air National Guard; and

WHEREAS, During the pandemic, The Student Council organized a sock drive for the community to “kick away germs,” and they recorded weekly motivational messages to send out during weekly announcements; and

WHEREAS, Other activities include a Thanksgiving food drive for the Tarpey Community and Poverello House, and participating in newspaper sales on Kids’ Day; and

WHEREAS, The Tarpey Student Council Club gained statewide recognition and was recently honored with the 2022 Civic Learning Award of Excellence; and

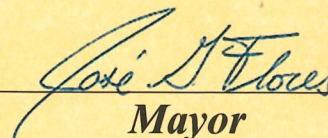
WHEREAS, They are the only elementary school in the State to win the honor.

NOW, THEREFORE, BE IT PROCLAIMED, that the Clovis City Council, does hereby recognize and commend the

Tarpey Elementary School Student Council

for their initiative, passion, and drive in civic engagement to make a difference.

IN WITNESS THEREFORE, I hereunto set my hand and cause the official seal of the City of Clovis to be affixed the 20th day of June, 2022.



Mayor

CLOVIS CITY COUNCIL MEETING

June 13, 2022

6:00 P.M.

Council Chamber

Meeting called to order by Mayor Flores at 6:03
Flag Salute led by Councilmember Ashbeck

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

PUBLIC COMMENTS – 6:04

Marcus Alvarez, resident, commented on the indoor firing range near his neighborhood and mentioned that the business has been out of compliance for several years. He added that residents who are consistently cited should be fined to discourage misconduct. He also complimented the Police Department on their efforts to follow-up on calls for services. Lastly, he commented that the community including the City and the school district should use more resources to educate and prevent public/mass shooting incidents.

CONSENT CALENDAR – 6:11

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

1. Administration - Approved – Minutes from the June 6, 2022, Council Meeting.
2. Finance – Received and Filed – Investment Report for the Month of February 2022.
3. Finance – Received and Filed – Treasurer’s Report for the Month of February 2022.
4. Finance – Received and Filed – Investment Report for the Month of March 2022.
5. Finance – Received and Filed – Treasurer’s Report for the Month of March 2022.
6. Planning and Development Services – Approved – **Res. 22-52**, Final Map Tract 6339, located at the northwest corner of North Locan Avenue and Teague Avenue (Granville Homes, Inc.).
7. Planning and Development Services – Approved – **Res. 22-53**, Annexation of Proposed Tract 6339, located at the northwest corner of North Locan Avenue and Teague Avenue to the Landscape Maintenance District No. 1 of the City of Clovis (Granville Homes, Inc.).

PUBLIC HEARINGS – 6:12

6:12 – ITEM 8 - APPROVED INTRODUCTION – **ORD. 22-05**, AN ORDINANCE AMENDING SECTION 3.3.403 OF THE CLOVIS MUNICIPAL CODE PERTAINING TO THE INCREASE OF THE TRANSIENT OCCUPANCY TAX RATE.

Motion for approval by Councilmember Ashbeck, seconded by Councilmember Whalen.
Motion carried by unanimous vote.

6:14 – ITEM 9 - REVIEWED AND APPROVED - **RES. 22-54**, 2022-2023 CITY OF CLOVIS ANNUAL BUDGET, FIVE YEAR CAPITAL IMPROVEMENT PROGRAM, AND INFORMATION REGARDING THE CLOVIS SUCCESSOR AGENCY.

- a) Finance Department (Jay Schengel)
- b) City Council/City Attorney/City Manager/City Clerk (Andrew Haussler/Karey Cha/Jesse Velez)
- c) Police Department (Curt Fleming)
- d) Fire Department (John Binaski)
- e) Public Utilities Department (Scott Redelfs)
- f) Planning and Development Services/Community Investment Program (Renee Mathis)
- g) General Services (Shonna Halterman)
- h) Community and Economic Development/Successor Agency (Andrew Haussler)

Motion for approval by Councilmember Ashbeck, seconded by Councilmember Mouanoutoua. Motion carried by unanimous vote.

CITY MANAGER COMMENTS – 8:22

COUNCIL COMMENTS – 8:22

CLOSED SESSION – 8:30

8:30 – ITEM 10. GOVERNMENT CODE SECTION 54957.6 CONFERENCE WITH LABOR NEGOTIATORS AGENCY DESIGNATED REPRESENTATIVES: JOHN HOLT, ANDREW HAUSSLER, JEFFREY BLANKS, SHONNA HALTERMAN, LORI SHIVELY, SCOTT G. CROSS, MARY LERNER, JOHN BINASKI, CURT FLEMING.EMPLOYEE ORGANIZATION: CLOVIS POLICE OFFICERS ASSOCIATION, CLOVIS FIREFIGHTERS ASSOCIATION, CLOVIS EMPLOYEES ASSOCIATION, CLOVIS PUBLIC WORKS EMPLOYEES ASSOCIATION, CLOVIS PUBLIC SAFETY EMPLOYEES ASSOCIATION, CLOVIS PROFESSIONAL AND TECHNICAL EMPLOYEES ASSOCIATION, CLOVIS TRANSIT EMPLOYEES BARGAINING UNIT, CLOVIS TECHNICAL AND FINANCIAL PROFESSIONALS ASSOCIATION, AND UNREPRESENTED EMPLOYEE: MANAGEMENT EMPLOYEES

Mayor Flores adjourned the meeting of the Council to June 20, 2022

Meeting adjourned: 9:35 p.m.

Mayor

City Clerk



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: June 20, 2022

SUBJECT: Administration - Adopt - Ord. 22-05, An ordinance amending section 3.3.403 of the Clovis Municipal Code pertaining to the increase of the Transient Occupancy Tax rate. (Vote: 5-0)

ATTACHMENTS: None.

This item was approved for introduction on June 13, 2022, with a unanimous vote.

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



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: June 20, 2022

SUBJECT: Administration – Approval – Award the Affordable Housing Rehabilitation Programs – Inspection and Construction Management Services contracts to Habitat for Humanity Greater Fresno Area and Self-Help Enterprises; and Authorize the City Manager to execute the contract on behalf of the City.

ATTACHMENTS: 1. Draft Professional Services Agreement – Habitat for Humanity Greater Fresno Area
2. Draft Professional Services Agreement – Self-Help Enterprises

CONFLICT OF INTEREST

None.

RECOMMENDATION

Approve award and execution of professional services agreements for the City's Affordable Housing Rehabilitation Programs – Inspection and Construction Management Services to Habitat for Humanity Greater Fresno Area and Self-Help Enterprises.

EXECUTIVE SUMMARY

The City is a recipient of Federal Community Development Block Grant (CDBG) and State of California CalHome Program funds for the implementation of housing rehabilitation programs for lower income households. The awarding of the two contracts will authorize Habitat for Humanity Greater Fresno Area (Habitat) and Self-Help Enterprises (SHE) to assist the City in implementing both the Owner-Occupied Housing Rehabilitation Program and the First-Time Homebuyer Program with Rehabilitation.

BACKGROUND

The City receives an annual entitlement of CDBG funds, a portion of which is utilized on an annual basis for owner-occupied housing rehabilitation. Additionally, the City was successful in obtaining grant funds from the State of California through the CalHome Program for the Owner-Occupied Home Rehabilitation and First Time Homebuyer Mortgage Assistance with Rehabilitation Programs.

The available funding for the programs is as follows:

Program	Funding Source	
	CalHome	CDBG
Minor Housing Rehabilitation		\$125,000
Major Housing Rehabilitation	\$4,449,375	-
FTHB with Housing Rehabilitation	\$550,625	

CalHome program funding is available from now until May 2024 for expenditures. CDBG program funding is renewed every year through the City’s entitlement application to HUD.

City staff will administer the marketing, application intake, review and qualification, approval, and close-out of each rehabilitation activity for both programs. Staff relies on the professional services of our local partners to administer inspections and construction management services for the same activities.

To that end, the City published a Request for Qualifications (RFQ) on April 13, 2022 to solicit qualified consultants to perform housing inspection and construction management services for the CDBG and CalHome funded housing rehabilitation programs. Three proposals were received, one of which lacked the relevant knowledge and experience required. Upon review by City staff, the remaining two proposals were selected for recommendation of award.

One successful proposal was from Habitat for Humanity Greater Fresno Area. Habitat has served the Fresno County area since 1985, and has been a valuable partner to the City of Clovis for many years. Most recently, Habitat assisted the City in the implementation of CDBG funded rehabilitation programs similar to those identified in the RFQ. The oversight of these tasks makes Habitat uniquely qualified to perform the selected services.

The second successful proposal was from Self-Help Enterprises, who has served the Central Valley for over the last 50 years. SHE has partnered with the City of Clovis to provide housing construction, inspections, oversight and other services similar to those identified in the RFQ. Additionally, SHE administers state and federal program funding for other jurisdictions within the Fresno County area. The oversight of these tasks makes SHE uniquely qualified to perform the selected services.

City staff recommends City Council approve the selection of both Habitat and SHE for the provision of inspection and construction management for the City’s Affordable Housing Rehabilitation Programs, as follows:

Habitat for Humanity:

- First Time Homebuyer with Rehabilitation – approximately 5 units
- Major Housing Rehabilitation – approximately 15 units

Self-Help Enterprises:

- Minor Housing Rehabilitation – approximately 20 units
- Major Housing Rehabilitation – approximately 35 units

Additional housing units may be allocated to either or both professional services agreements, with City Manager approval, contingent on satisfactory implementation of the services, funding availability and expenditure deadlines being met.

City Council approval of the selection and awards will allow the programs to be implemented shortly after contracts execution.

FISCAL IMPACT

There is no fiscal impact related to the consultant selections as funds have already been awarded to the City.

REASON FOR RECOMMENDATION

The consultants have been selected based on their knowledge and experience as provided in their responses to the Request for Qualifications. The City will utilize the consultant services to implement the construction inspection and construction management phases of the housing rehabilitation activities.

ACTIONS FOLLOWING APPROVAL

Staff will finalize and execute the Professional Services Agreements with the selected consultants and commence implementation of the housing rehabilitation programs.

Prepared by: Claudia Cazares, Affordable Housing Management Analyst

Reviewed by: City Manager *AH*

DRAFT

PROFESSIONAL SERVICES AGREEMENT FOR AFFORDABLE HOUSING INSPECTION AND CONSTRUCTION MANAGEMENT SERVICES

This Inspection and Construction Management Services Agreement (“Agreement”) is entered into this _____ day of _____, 2022, between the City of Clovis, a California general law city (“City”) and Habitat for Humanity Fresno, Inc., Habitat for Humanity Greater Fresno Area, a California corporation (“Consultant”) with respect to the following recitals, which are a substantive part of this Agreement.

RECITALS

- A. WHEREAS, City is the recipient of a CalHome Program grant from the State of California, Department of Housing and Community Development (“HCD”), a portion of which provides for the repair of health and safety deficiencies in the owner-occupied homes of low and very low income homeowners and for the repair as may be needed in the implementation of the First Time Homebuyer Program (“Grant”); and
- B. WHEREAS, City desires to contract with Consultant for inspection and construction management services (“Services”) for the rehabilitation of eligible homes within City, to include assisting City in the processing First Time Homebuyer Program Loans with housing rehabilitation services, in accordance with the terms of the Grant; and
- C. WHEREAS, Consultant is engaged in the business of furnishing such Services and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services; and
- D. WHEREAS, City desires to retain Consultant, and Consultant desires to provide 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 provide Services for the repair of housing within City in accordance with the terms and conditions stated herein, with the terms and conditions of the Request for Qualifications published April 13, 2022, the terms and conditions of the Grant, and the terms and conditions of any other specifically referenced attachments hereto. The detailed “Scope of Work” to be completed by Consultant, attached hereto as **Exhibit A**

– Scope of Work - Owner Occupied Rehabilitation Services and Exhibit B – Scope of Work - First Time Homebuyer Program with Housing Rehabilitation Services.

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 17 herein, whichever is earlier.
3. Payment for Services. City shall pay Consultant in the amounts, and in accordance with the terms, set forth in **Exhibit C – Activity Delivery Fee Budget** for the Services performed pursuant to this Agreement. Upon Consultant's compliance with all terms for payment specified in **Exhibit C**, City shall tender payment to Consultant within thirty (30) days thereof.
4. Independent Contractor Status. Consultant and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents, or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Consultant's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees or subcontractors, any claim or right of action against City.
5. Standard of Care. Consultant expressly represents it is qualified in the field for which Services are being provided under this Agreement and that to the extent Consultant utilizes subcontractors, such subcontractors are, and will be, qualified in their fields. Consultant 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. Licenses. Consultant expressly represents that both Consultant and its subcontractors, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Consultant expressly represents that any construction manager(s) assigned by it, and any subcontractors used by it, to perform under this Agreement will at all times be licensed as a General Contractor by the State of California and hold a City Business License pursuant to Clovis Municipal Code, Chapter 3.1.
7. Identity of Subcontractors and Sub-Consultants. Consultant shall, before commencing any work under this Agreement, provide to City in writing: (a) the identity of all subcontractors and sub-consultants (collectively referred to as "subcontractors"), if any, Consultant intends to utilize in Consultant's performance of this Agreement; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Consultant shall only employ subcontractors pre-approved by City, and in no event shall Consultant replace an approved subcontractor without the advance written permission of

City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Consultant shall be liable to City for the performance of Consultant's subcontractors.

8. Subcontractor Provisions. Consultant shall include in its written agreements with its subcontractors, if any, provisions that: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Consultant owes to City; (b) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement.

9. 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.

10. Record Keeping; Reports. Consultant shall keep complete records with respect to all matters covered under this Agreement. Consultant shall be responsible and shall require its subcontractors to keep similar records. Consultant shall provide a complete copy of all records and reports to City at City's request and upon termination of this Agreement. To the extent provided by law, City shall be given free reasonable access to the records of Consultant and its subcontractors for inspection and audit purposes until the expiration of four (4) years after the furnishing of services under this Agreement.

11. Ownership and Inspection of Documents. All data, tests, reports, analyses, documents, records, conclusions, opinions, recommendations, and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs or other electronic devices ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of City. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

12. Confidentiality. All Work Product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees, and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors to be bound to these confidentiality provisions.

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

14. 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 City or a member of any City Board or Commission.

15. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Consultant, or any successors in interest, in the event of a default or breach by City for any amount which may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.

16. City's 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.

17. 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 thirty (30) 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 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. 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 City, without additional compensation, all data, documents, procedures, records, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process. Following the termination of this Agreement for any reason whatsoever, City shall have the right to utilize such information and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by Consultant. Consultant may not refuse to provide such writings or materials for any reason whatsoever.

18. Insurance. Consultant, and any and all subcontractors used by Consultant, shall satisfy the insurance requirements approved by City's Risk Manager and City Attorney, and as attached hereto as **Exhibit D – Insurance Requirements**.

19. Indemnity and Defense. Consultant hereby agrees to indemnify, defend, and hold City, and City 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. Consultant's duty to defend and indemnify City shall exist even if the alleged injuries or damages sustained by the claimant are the result in part of City's active or passive negligence, but the duty to defend and indemnify City shall not extend to injuries or damages that are the result of City's sole negligence or willful misconduct.

Consultant's duty to defend shall immediately arise when a claim is asserted and/or a lawsuit is initiated against City arising out of or occurring 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 and regardless of whether others may owe City a duty of defense and/or indemnity. Consultant and City agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement.

20. 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 by 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 to 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. Personal delivery to the party to whom it is directed. Service shall be deemed the date of delivery.

b. Delivery 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 (e.g. 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.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

CITY CONTACT:

Claudia Cazares, Management Analyst
Affordable Housing Programs
1033 Fifth St.
Clovis, CA 93612
(559) 324-2094
claudiac@cityofclovis.com

CONSULTANT CONTACT:

Ashley Hedemann, Interim CEO
4991 E. McKinley Ave., Suite 123
Fresno, CA 93727
(559) 237-4102 x100
ashley@habitatfresno.org

Each party is responsible for notifying the other party of any changes to the contact information above.

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

CITY OF CLOVIS

HABITAT FOR HUMANITY FRESNO,
INC., HABITAT FOR HUMANITY
GREATER FRESNO AREA

By: _____
John Holt, City Manager

By: _____
Ashley Hedemann, Interim CEO

Date: _____

Date: _____

ATTEST:

By: _____
Karey Cha, City Clerk

By: _____
Steven Jones, Board President

Date: _____

APPROVED AS TO FORM:

By: _____
Scott G. Cross, City Attorney

EXHIBIT A

SCOPE OF WORK - OWNER OCCUPIED HOUSING REHABILITATION SERVICES

A. Program Information

The Owner-Occupied Home Rehabilitation Loan Program, described herein, is designed to provide financial assistance to eligible owner-occupied households to correct health and safety issues in the home by providing loans of up to seventy-five thousand dollars (\$75,000.00) as provided through the CalHome Program. City staff will market the program, administer application intake, review applications, underwrite loans, oversee work done by consultant in Section B below, manage and close out files and provide all needed documentation to HCD for funding reimbursements and approvals.

The Home Rehabilitation loans will carry the following terms:

- Maximum loan amount of seventy-five thousand dollars (\$75,000.00)
- Deferred Payment with a thirty (30) year term
- Zero percent (0%) interest
- Loans for mobile home replacement will decline at ten percent (10%) per year after the first ten (10) years of the loan term, with the loan being forgiven at the end of the twenty (20) year term, if the mobile home is still occupied by the Applicant.

B. Consultant's General Duties and Responsibilities

Consultant will administer Services in accordance with the requirements of this Agreement, in compliance with the terms of the Grant, and in accordance with the reasonable care of a professional inspector in the circumstances of this project **for fifteen (15) eligible homes**, as assigned by City. Expenditures for these Services shall be completed by February 15, 2024, in order to meet HCD timelines.

City may assign additional homes to be included in this Scope of Work, as may be mutually agreed to by both the Consultant and the City, in an amendment to this Agreement.

All services Consultant performs under this Agreement shall be conducted in a manner consistent with the terms of this Agreement and with the level of care and skill ordinarily exercised by inspectors on similar projects in California with similar complexity and with similar agreements, who are specially qualified to provide the services City requires. Consultant shall conduct all services in conformance to, and

in compliance with, all applicable federal, state, and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, the Americans with Disabilities Act (“ADA”), the California Public Contract Code, the California Labor Code, the California Civil Code, and the California Government Code.

C. Consultant’s Specific Duties and Responsibilities

Specifically, Consultant shall be responsible for the following:

1. Within seven (7) days of notification from City staff (i.e. Housing Program Manager) to an eligible homeowner/Applicant with preliminary program approval for home repair, the Consultant’s construction manager shall schedule an initial inspection of the home with the homeowner/Applicant, and shall notify City staff of the inspection appointment.
2. Consultant’s construction manager will conduct the initial inspection of the home, prepare a scope of work based on the most critical repair needs (including applicability of all required permits) for the repair of the unit, and submit the scope of work write-up to City for review and approval. The scope of work and photographs of the deficiencies shall be provided in a report format to City staff within seven (7) days of the initial inspection of the unit. The maximum allowable project costs per home is seventy-five thousand dollars (\$75,000.00), inclusive of eligible activity delivery fees. The construction manager will notify City if the repairs required or requested are ineligible.
3. The construction manager will obtain written approval of the scope of work write-up and request a copy of the Rehabilitation Contract between City and the Applicant. Subsequently, the construction manager will assist homeowners with obtaining bids from contractors licensed by the State of California to complete the approved repairs and provide qualifying bids to Applicant for their contractor selection.
4. After the construction contract between the Applicant and Contractor is fully executed and filed, work can begin. The construction manager issues notice to proceed to Contractor and ensures that work is progressing on schedule and that it is being performed in accordance with the requirements of the construction contract. The construction manager shall be responsible for obtaining any required design services and/or building permits.
5. The construction manager shall conduct an inspection each time the contractor submits a request for change order, or as may be required by the work to be performed. Change order requests shall require pre-approval of both the construction manager and City staff. The construction manager shall conduct an interim inspection when requested by City staff or a contractor completing the repairs.

6. Once a final invoice has been received from the contractor, the construction manager shall conduct a final inspection of the unit and prepare a punch list of outstanding and/or uncompleted items, if applicable. If a list of outstanding items is prepared, the inspector shall conduct a subsequent inspection to ensure that all items on the list have been completed.
7. The construction manager shall obtain a signed statement of final inspection and homeowner satisfaction from the homeowner upon final completion of the project. The construction manager will submit a final invoice to City for payment.
8. The construction manager shall provide all warranty information in written format to the homeowner.
9. The construction manager shall submit to City staff the homeowner's statement of satisfaction, a verification of completion, any original documents, pictures, and correspondence for file completion and reporting.
10. Consultant shall provide monthly and annual reporting to City in a City approved format.

D. Staffing

Consultant shall provide sufficient staffing to timely perform its duties and responsibilities under this Agreement, including coordination of the work to optimize efficiency and minimize conflict and interference between the various contractors on-site, and, if applicable, City's own forces. All of the Consultant's personnel shall be qualified to perform the services they provide for the project(s). City may, upon fifteen (15) days written notice, cause Consultant to remove a person from the project(s) if he/she has failed to perform to City's satisfaction. Consultant shall provide a construction manager with authority to commit resources of Consultant to monitor, manage, and administer all aspects of this Agreement to help achieve the completion of all construction.

E. Quality Review and Inspections

The Consultant shall establish and implement a comprehensive program to monitor the quality of the construction, as part of the Consultant's supervision of all contractors, subcontractors, and their work. The purpose of the program shall be to assist in guarding City against work by a contractor or subcontractor that does not conform to the requirement of the prime contract documents.

F. Warranty Inspections and Repairs

Consultant shall assist City in resolving any warranty related requests.

EXHIBIT B SCOPE OF WORK - FIRST TIME HOMEBUYER PROGRAM WITH HOUSING REHABILITATION SERVICES

A. Program Information

The First Time Homebuyer Program, described herein, is designed to provide financial assistance to eligible applicants in purchasing eligible homes, located within the Program's eligible area. The Program provides this assistance in the form of a low-interest, deferred payment, and "silent" second loans as "gap" financing toward the purchase price and closing costs of affordable housing units that will be occupied by the homebuyers as their primary residence.

The Mortgage Assistance Program loans will carry the following terms:

- Loan in the amount(s) of one hundred thousand dollars (\$100,000.00)
- Deferred Payment with a thirty (30) year term
- Three percent (3%) simple interest, with declining rates if continued Applicant occupancy
- Loans due upon sale or transfer of property, when the property ceases to be Applicant-occupied, or upon the CalHome Program Loan maturity date

"Eligible homes" may include homes as identified by the Consultant to be sold to eligible homebuyers after repairing any health and safety needs. For these homes, and/or applicants, City will utilize the services of the Consultant as described in Section C below.

"Eligible homes" may also include homes that are in need health and safety repairs. For these homes, and/or applicants, City will utilize the services of the Consultant as described in Section D below.

B. Consultant's General Duties and Responsibilities

Consultant will administer Services in accordance with the requirements of this Agreement, in compliance with the terms of the Grant, and in accordance with the reasonable care of a professional inspector in the circumstances of this project, **for a maximum of five (5) eligible homes only**, as assigned by City. Expenditures for these services shall be completed by February 15, 2024 to meet HCD timelines.

All services Consultant performs under this Agreement shall be conducted in a manner consistent with the terms of this Agreement and with the level of care and

skill ordinarily exercised by inspectors on similar projects in California with similar complexity and with similar agreements, who are specially qualified to provide the services City requires. Consultant shall conduct all services in conformance to, and compliance with, all applicable federal, state, and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, the Americans with Disabilities Act (“ADA”), the California Public Contract Code, the California Labor Code, the California Civil Code, and the California Government Code.

C. Consultant’s Specific Duties and Responsibilities – Home and Homebuyer Selections

City may elect to expand the work identified in this Exhibit B to include Consultant selection of eligible homes and/or eligible homebuyers.

Consultant’s additional responsibilities may include:

1. Identifying eligible homes, and/or eligible homebuyers for participation in the CalHome Program First Time Homebuyer Program.
2. Purchasing homes for repair and sale to eligible homebuyers.
3. Securing rehabilitation and/or mortgage assistance financing to expand this program. Working with City to establish finance mechanisms for this program, as it may be authorized by HCD.
4. Administrating escrow and title processes for the purchase of eligible homes and their subsequent resale to low-income eligible homebuyers.
5. The maximum allowable expenditure per home is one hundred thousand dollars (\$100,000.00), inclusive of mortgage assistance provided, rehabilitation costs and eligible activity delivery fees
6. Ensuring all selected homebuyers attend the City-approved Homebuyer Class.
7. Other tasks, to be mutually agreed upon by City and Consultant, to administer this program.

D. Consultant’s Specific Duties and Responsibilities – Housing Inspection and Construction Management

Consultant shall be responsible for the following:

1. Within seven (7) days of notification from City staff (i.e. Housing Program Manager) of an eligible applicant with preliminary program approval for home repair, the Consultant’s construction manager shall schedule an initial inspection of the home with the homeowner/Applicant, and shall notify City staff of the inspection appointment.

2. The Consultant's construction manager will conduct the initial inspection of the home, and prepare a scope of work based on the most critical repair needs (including applicability of all required permits) for the repair of the unit, and submit the scope of work write-up to City for review and approval. The scope of work and photographs of the deficiencies shall be provided in a report format to City staff within seven (7) days of the initial inspection of the unit. The maximum allowable expenditure per home is one hundred thousand dollars (\$100,000.00), inclusive of mortgage assistance provided, rehabilitation costs and eligible activity delivery fees. The construction manager will notify City if the repairs required or requested are ineligible.
3. The construction manager will obtain written approval of the scope of work write-up and request a copy of the Rehabilitation Contract between City and the Applicant. Subsequently the construction manager will assist homeowners in obtaining bids from contractors licensed by the State of California to complete the approved repairs and provide qualifying bids to Applicant for their contractor selection.
4. After the construction contract between the Applicant and Contractor is fully executed and filed, work can begin. The construction manager issues notice to proceed to Contractor and ensures that work is progressing on schedule and that it is being performed in accordance with the requirements of the construction contract. The construction manager shall be responsible for obtaining any required design services and/or building permits.
5. The construction manager shall conduct an inspection each time the contractor submits a request for change order, or as may be required by the work to be performed. Change order requests shall require pre-approval of both the construction manager and City staff. The construction manager shall conduct an interim inspection when requested by City staff or a contractor completing the repairs.
6. Once a final invoice has been received from the contractor, the construction manager shall conduct a final inspection of the unit and prepare a punch list of outstanding and/or uncompleted items, if applicable. If a list of outstanding items is prepared, the inspector shall conduct a subsequent inspection to ensure that all items on the list have been completed.
7. The construction manager shall obtain a signed statement of final inspection and homeowner satisfaction from the homeowner upon final completion of the project. The construction manager will submit a final invoice to City for payment.
8. The construction manager shall provide all warranty information in written format to the homeowner.
9. The construction manager shall submit to City staff the homeowner's statement of satisfaction, a verification of completion, any original documents, pictures, and correspondence for file completion and reporting. Consultant shall

provide sufficient information as required by HCD to assist City in submitting Borrower Summary and Activity Delivery Fee form.

10. Consultant shall provide monthly and annual reporting to City in a City approved format.

E. Staffing

Consultant shall provide sufficient staffing to timely perform its duties and responsibilities under this Agreement, including coordination of the work to optimize efficiency and minimize conflict and interference between the various contractors on-site, and, if applicable, City's own forces. All of the Consultant's personnel shall be qualified to perform the services they provide for the project(s). City may, upon fifteen (15) days written notice, cause Consultant to remove a person from the project(s) if he/she has failed to perform to City's satisfaction. Consultant shall provide a construction manager with authority to commit resources of Consultant to monitor, manage, and administer all aspects of this Agreement to help achieve the completion of all construction.

F. Quality Review and Inspections

Consultant shall establish and implement a comprehensive program to monitor the quality of the construction, as part of Consultant's supervision of all contractors, subcontractors, and their work. The purpose of the program shall be to assist in guarding City against work by a contractor or subcontractor that does not conform to the requirement of the prime contract documents.

G. Warranty Inspections and Repairs

Consultant shall assist City in resolving any warranty related requests.

EXHIBIT C ACTIVITY DELIVERY FEES SAMPLE

Activity Category	Description/Hours	Estimated Cost
CONSULTANT		
Contract Management	10 hours	\$1,500.00
Initial Home Inspection	5 hours	\$750.00
Work Write Up	5 hours	\$750.00
Project Bidding	5 hours	\$750.00
Contractor Selection/Start Work	5 hours	\$750.00
Construction Inspection & Closeout	10 hours	\$1,500.00
SUBTOTAL		\$6,000.00
CITY**		
Appraisal	if needed	\$500.00
Document Preparation/ Underwriting/Contract Management		\$875.00
Homebuyer Counseling	for FTHB	\$125.00
SUBTOTAL		\$1,500.00
TOTAL PER HOME		\$7,500.00

**City fees may be funded from alternate funding source, as may be agreed to in advance, in writing by City, if additional funds are needed for construction inspection.

EXHIBIT D

INSURANCE REQUIREMENTS

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

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

(i) General Liability Insurance (including operations, products and completed operations coverages) in an amount not less than two million dollars (\$2,000,000.00) 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.

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

(iii) Automobile Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per accident for bodily injury and property damage.

(iv) 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 City, its officers, officials, employees, agents, and volunteers.

If Consultant maintains higher limits than the minimums shown above, 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) City, its officers, officials, employees, agents, and volunteers are to be covered as insureds 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 to City, and City officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by 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 City shall receive written notice at least thirty (30) days prior to the cancellation, non-renewal, or material modification of the coverages required herein.

(iv) Consultant grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against 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 City has received a waiver of subrogation endorsement from the insurer.

(v) Any deductibles or self-insured retentions must be declared to and approved by City's Risk Services. 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, where Consultant shall pay the cost thereof to City upon demand, and City shall furnish Consultant with any information needed to obtain such insurance. Moreover, at its discretion, City may pay for such insurance with funds otherwise due Consultant under this Agreement.

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

DRAFT

PROFESSIONAL SERVICES AGREEMENT FOR AFFORDABLE HOUSING INSPECTION AND CONSTRUCTION MANAGEMENT SERVICES

This Inspection and Construction Management Services Agreement (“Agreement”) is entered into this _____ day of _____, 2022, between the City of Clovis, a California general law city (“City”) and Self-Help Enterprises, a California non-profit corporation (“Consultant”) with respect to the following recitals, which are a substantive part of this Agreement.

RECITALS

A. WHEREAS, City is the recipient of a CalHome Program grant from the State of California, Department of Housing and Community Development (“HCD”), and of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD), both sources providing funds for the repair of health and safety deficiencies in the owner-occupied homes of low and very low income homeowners (“Grants”); and

B. WHEREAS, City desires to contract with Consultant for inspection and construction management services (“Services”) for the rehabilitation of eligible homes within City, including the replacement of substandard mobile homes, in accordance with the terms of the Grants; and

C. WHEREAS, Consultant is engaged in the business of furnishing such Services and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services; and

D. WHEREAS, City desires to retain Consultant, and Consultant desires to provide 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 provide Services for the repair of housing within City in accordance with the terms and conditions stated herein, with the terms and conditions of the Request for Qualifications published April 13, 2022, the terms and conditions of the Grants, and the terms and conditions of any other specifically referenced attachments

hereto. The detailed “Scope of Work” to be completed by Consultant, is attached hereto as **Exhibit A – Scope of Work - Owner Occupied Rehabilitation Services.**

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 17 herein, whichever is earlier.

3. Payment for Services. City shall pay Consultant in the amounts, and in accordance with the terms, set forth in **Exhibit B – Activity Delivery Fee Budget** for the Services performed pursuant to this Agreement. Upon Consultant’s compliance with all terms for payment specified in **Exhibit B**, City shall tender payment to Consultant within thirty (30) days thereof.

4. Independent Contractor Status. Consultant and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents, or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Consultant’s employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant’s employees or subcontractors, any claim or right of action against City.

5. Standard of Care. Consultant expressly represents it is qualified in the field for which Services are being provided under this Agreement and that to the extent Consultant utilizes subcontractors, such subcontractors are, and will be, qualified in their fields. Consultant 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. Licenses. Consultant expressly represents that both Consultant and its subcontractors, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Consultant expressly represents that any construction manager(s) assigned by it, and any subcontractors used by it, to perform under this Agreement will at all times be licensed as a General Contractor by the State of California and hold a City Business License pursuant to Clovis Municipal Code, Chapter 3.1.

7. Identity of Subcontractors and Sub-Consultants. Consultant shall, before commencing any work under this Agreement, provide to City in writing: (a) the identity of all subcontractors and sub-consultants (collectively referred to as “subcontractors”), if any, Consultant intends to utilize in Consultant’s performance of this Agreement; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Consultant shall only employ subcontractors pre-approved by City, and in no event shall Consultant replace an approved subcontractor without the advance written permission of

City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Consultant shall be liable to City for the performance of Consultant's subcontractors.

8. Subcontractor Provisions. Consultant shall include in its written agreements with its subcontractors, if any, provisions that: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Consultant owes to City; (b) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement.

9. 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.

10. Record Keeping; Reports. Consultant shall keep complete records with respect to all matters covered under this Agreement. Consultant shall be responsible and shall require its subcontractors to keep similar records. Consultant shall provide a complete copy of all records and reports to City at City's request and upon termination of this Agreement. To the extent provided by law, City shall be given free reasonable access to the records of Consultant and its subcontractors for inspection and audit purposes until the expiration of four (4) years after the furnishing of services under this Agreement.

11. Ownership and Inspection of Documents. All data, tests, reports, analyses, documents, records, conclusions, opinions, recommendations, and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs or other electronic devices ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of City. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

12. Confidentiality. All Work Product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees, and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors to be bound to these confidentiality provisions.

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

14. 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 City or a member of any City Board or Commission.

15. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Consultant, or any successors in interest, in the event of a default or breach by City for any amount which may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.

16. City's 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.

17. 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 thirty (30) 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 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. 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 City, without additional compensation, all data, documents, procedures, records, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process. Following the termination of this Agreement for any reason whatsoever, City shall have the right to utilize such information and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by Consultant. Consultant may not refuse to provide such writings or materials for any reason whatsoever.

18. Insurance. Consultant, and any and all subcontractors used by Consultant, shall satisfy the insurance requirements approved by City's Risk Manager and City Attorney, and as attached hereto as **Exhibit C – Insurance Requirements**.

19. Indemnity and Defense. Consultant hereby agrees to indemnify, defend, and hold City, and City 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. Consultant's duty to defend and indemnify City shall exist even if the alleged injuries or damages sustained by the claimant are the result in part of City's active or passive negligence, but the duty to defend and indemnify City shall not extend to injuries or damages that are the result of City's sole negligence or willful misconduct.

Consultant's duty to defend shall immediately arise when a claim is asserted and/or a lawsuit is initiated against City arising out of or occurring 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 and regardless of whether others may owe City a duty of defense and/or indemnity. Consultant and City agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement.

20. 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 by 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 to 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. Personal delivery to the party to whom it is directed. Service shall be deemed the date of delivery.

b. Delivery 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 (e.g. 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.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

CITY CONTACT:

Claudia Cazares, Management Analyst
Affordable Housing Programs
1033 Fifth St.
Clovis, CA 93612
(559) 324-2094
claudiac@cityofclovis.com

CONSULTANT CONTACT:

Self-Help Enterprises
Susan Long, Program Director
8445 W. Elowin Court
Visalia, CA 93290
(559) 802-1630
susanl@selfhelpenterprises.org

Each party is responsible for notifying the other party of any changes to the contact information above.

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

CITY OF CLOVIS

SELF-HELP ENTERPRISES

By: _____
John Holt, City Manager

By: _____
Thomas Collishaw, President/CEO

Date: _____

Date: _____

ATTEST:

By: _____
Karey Cha, City Clerk

APPROVED AS TO FORM:

By: _____
Scott G. Cross, City Attorney

EXHIBIT A SCOPE OF WORK - OWNER OCCUPIED HOUSING REHABILITATION SERVICES

A. Program Information

The Owner-Occupied Home Rehabilitation Loan Program, described herein, is designed to provide financial assistance to eligible owner-occupied households to correct health and safety issues in the home, and is comprised of three separate but related activities: 1) Major Housing Rehabilitation, 2) Substandard Mobile Home Replacement, and 3) Minor Housing Rehabilitation.

1. The Major Housing Rehabilitation Program and the Substandard Mobile Home Replacement Program are funded with CalHome Program funds and have the following Terms:

- Maximum loan amount of seventy-five thousand dollars (\$75,000.00)
- Deferred Payment with a thirty (30) year term
- Zero percent (0%) interest
- Loans for mobile home replacement will decline at ten percent (10%) per year after the first ten (10) years of the loan term, with the loan being forgiven at the end of the twenty (20) year term, if the mobile home is still occupied by the Applicant.

2. The Minor Housing Rehabilitation Program is funded with CDBG funds and has the following Terms:

- Maximum grant amount of six thousand dollars (\$6,000.00)
- Provided as a grant to the homeowner

City staff will market the program, administer application intake, review applications, underwrite loans, oversee work done by consultant in Section B below, manage and close out files and provide all needed documentation to HCD for funding reimbursements and approvals.

B. Consultant's General Duties and Responsibilities

Consultant will administer Services in accordance with the requirements of this Agreement, in compliance with the terms of the Grants, and in accordance with the reasonable care of a professional inspector in the circumstances of this project **for thirty-five (35) eligible homes**, as assigned by City. Expenditures for these Services shall be completed by February 15, 2024, in order to meet HCD timelines.

City may assign additional homes to be included in this Scope of Work, as may be mutually agreed to by both the Consultant and the City, in an amendment to this Agreement.

All services Consultant performs under this Agreement shall be conducted in a manner consistent with the terms of this Agreement and with the level of care and skill ordinarily exercised by inspectors on similar projects in California with similar complexity and with similar agreements, who are specially qualified to provide the services City requires. Consultant shall conduct all services in conformance to, and in compliance with, all applicable federal, state, and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, the Americans with Disabilities Act ("ADA"), the California Public Contract Code, the California Labor Code, the California Civil Code, and the California Government Code.

C. Consultant's Specific Duties and Responsibilities

Specifically, Consultant shall be responsible for the following:

1. Within seven (7) days of notification from City staff (i.e., Housing Program Manager) to an eligible homeowner/Applicant with preliminary program approval for home repair, the Consultant's construction manager shall schedule an initial inspection of the home with the homeowner/Applicant and shall notify City staff of the inspection appointment.
2. Consultant's construction manager will conduct the initial inspection of the home, prepare a scope of work based on the most critical repair needs (including applicability of all required permits) for the repair of the unit, and submit the scope of work write-up to City for review and approval. The scope of work and photographs of the deficiencies shall be provided in a report format to City staff within seven (7) days of the initial inspection of the unit. The maximum allowable project costs per home is seventy-five thousand dollars (\$75,000.00), inclusive of eligible activity delivery fees. The construction manager will notify City if the repairs required or requested are ineligible.
3. The construction manager will obtain written approval of the scope of work write-up and request a copy of the Rehabilitation Contract between City and the Applicant. Subsequently, the construction manager will assist homeowners with obtaining bids from contractors licensed by the State of California to complete the approved repairs and provide qualifying bids to Applicant for their contractor selection.
4. After the construction contract between the Applicant and Contractor is fully executed and filed, work can begin. The construction manager issues notice to proceed to Contractor and ensures that work is progressing on schedule and that it is being performed in accordance with the requirements of the construction contract.

The construction manager shall be responsible for obtaining any required design services and/or building permits.

5. The construction manager shall conduct an inspection each time the contractor submits a request for change order, or as may be required by the work to be performed. Change order requests shall require pre-approval of both the construction manager and City staff. The construction manager shall conduct an interim inspection when requested by City staff or a contractor completing the repairs.

6. Once a final invoice has been received from the contractor, the construction manager shall conduct a final inspection of the unit and prepare a punch list of outstanding and/or uncompleted items, if applicable. If a list of outstanding items is prepared, the inspector shall conduct a subsequent inspection to ensure that all items on the list have been completed.

7. The construction manager shall obtain a signed statement of final inspection and homeowner satisfaction from the homeowner upon final completion of the project. The construction manager will submit a final invoice to City for payment.

8. The construction manager shall provide all warranty information in written format to the homeowner.

9. The construction manager shall submit to City staff the homeowner's statement of satisfaction, a verification of completion, any original documents, pictures, and correspondence for file completion and reporting.

10. Consultant shall provide monthly and annual reporting to City in a City approved format.

D. Staffing

Consultant shall provide sufficient staffing to timely perform its duties and responsibilities under this Agreement, including coordination of the work to optimize efficiency and minimize conflict and interference between the various contractors on-site, and, if applicable, City's own forces. All of the Consultant's personnel shall be qualified to perform the services they provide for the project(s). City may, upon fifteen (15) days written notice, cause Consultant to remove a person from the project(s) if he/she has failed to perform to City's satisfaction. Consultant shall provide a construction manager with authority to commit resources of Consultant to monitor, manage, and administer all aspects of this Agreement to help achieve the completion of all construction.

E. Quality Review and Inspections

The Consultant shall establish and implement a comprehensive program to monitor the quality of the construction, as part of the Consultant's supervision of all contractors, subcontractors, and their work. The purpose of the program shall be to

assist in guarding City against work by a contractor or subcontractor that does not conform to the requirement of the prime contract documents.

F. Warranty Inspections and Repairs

Consultant shall assist City in resolving any warranty related requests.

EXHIBIT B ACTIVITY DELIVERY FEES

SAMPLE

Activity Category	Description/Hours	Estimated Cost
CONSULTANT		
Contract Management	10 hours	\$1,500.00
Initial Home Inspection	5 hours	\$750.00
Work Write Up	5 hours	\$750.00
Project Bidding	5 hours	\$750.00
Contractor Selection/Start Work	5 hours	\$750.00
Construction Inspection & Closeout	10 hours	\$1,500.00
SUBTOTAL		\$6,000.00
CITY**		
Appraisal	if needed	\$500.00
Document Preparation/ Underwriting/Contract Management		\$875.00
Homebuyer Counseling	for FTHB	\$125.00
SUBTOTAL		\$1,500.00
TOTAL PER HOME		\$7,500.00

**City fees may be funded from alternate funding source, as may be agreed to in advance, in writing by City, if additional funds are needed for construction inspection.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

(i) General Liability Insurance (including operations, products and completed operations coverages) in an amount not less than two million dollars (\$2,000,000.00) 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.

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

(iii) Automobile Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per accident for bodily injury and property damage.

(iv) 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 City, its officers, officials, employees, agents, and volunteers.

If Consultant maintains higher limits than the minimums shown above, 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) City, its officers, officials, employees, agents, and volunteers are to be covered as insureds 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 to City, and City officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by 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 City shall receive written notice at least thirty (30) days prior to the cancellation, non-renewal, or material modification of the coverages required herein.

(iv) Consultant grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against 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 City has received a waiver of subrogation endorsement from the insurer.

(v) Any deductibles or self-insured retentions must be declared to and approved by City's Risk Services. 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, where Consultant shall pay the cost thereof to City upon demand, and City shall furnish Consultant with any information needed to obtain such insurance. Moreover, at its discretion, City may pay for such insurance with funds otherwise due Consultant under this Agreement.

e. Subcontractors. If Consultant should subcontract all or any portion of the work to be performed in this Agreement, 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. 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: General Services

DATE: June 20, 2022

SUBJECT: General Services – Approval – Res. 22-____, Approval of a Memorandum of Understanding between the City of Clovis and the Clovis Police Officers’ Association.

ATTACHMENTS: 1. Res. 22-____, and MOU

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve a resolution authorizing a successor Memorandum of Understanding (MOU) between the City of Clovis and the Clovis Police Officers’ Association (CPOA) Bargaining Unit, for the term of July 1, 2022 through June 30, 2025.

EXECUTIVE SUMMARY

City negotiators have recently concluded the meet and confer process with representatives of the CPOA bargaining unit for a successor MOU. Council authorization is required to implement the proposed amendments to the CPOA MOU.

BACKGROUND

The 2019-2022 MOU between the City and CPOA expires June 30, 2022. The City’s negotiating team and CPOA representatives have recently concluded negotiations for a successor MOU. A summary of the changes in the proposed MOU is below.

- Salary increases as follows:
 - FY 2022-23: 5.0% wage increase
 - FY 2023-24: 3.0% wage increase
 - FY 2024-25: 3.0% wage increase.
- In addition to the wage increase above, the following positions will receive equity increases as follows:
 - Police Officer: 6.06%
 - Police Corporal: 5.50%
 - Police Sergeant: 2.51%

- Increased uniform/boot pay from \$1,200 to \$1,500.
- Increased professional development incentive of 2.5% to 5.0% and 7.5% to 9.0% in exchange for the elimination of tuition reimbursement for a Master's Degree.
- Added a 3.0% shift differential for graveyard shift.
- Updated policies related to court pay and time off for court appearances.
- Updated policies related to extra board and shift schedules.
- Added new language for reinstatement of officers who separated from the City.
- Allowing CPOA president to schedule 200 hours of CPOA time bank for CPOA business.
- Side letter for COVID Premium Pay up to \$4,000 per employees who worked during the City emergency order.
- Side letter for hiring incentive of new and lateral police officers.

The CPOA membership ratified the terms of the proposed MOU on or about June 17, 2022.

FISCAL IMPACT

The proposed amendments to the CPOA MOU will result in approximate increased costs for salary, incentives, and COVID premium pay of approximately \$4.5 million over the next three (3) years, which will be budgeted during the term of the agreement.

REASON FOR RECOMMENDATION

The proposed 2022-2025 MOU between the City and CPOA maintains reasonable wages and working conditions related to the labor market for employees in the CPOA bargaining unit. Prior to its implementation, the proposed MOU must be approved by City Council resolution. The proposed amendments are within the financial parameters authorized by City Council and will preserve the City's ability to attract and retain qualified personnel.

ACTIONS FOLLOWING APPROVAL

City staff and CPOA representatives will sign the proposed 2022-2025 MOU and any side letter agreements. Staff will implement the modifications within the new MOU.

Prepared by: Shonna Halterman, General Services Director

Reviewed by: City Manager *JH*

RESOLUTION 22-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CLOVIS AND THE CLOVIS POLICE OFFICERS' ASSOCIATION BARGAINING UNIT

WHEREAS, a Memorandum of Understanding exists between the City of Clovis and the Clovis Police Officers' Association (the Parties); and,

WHEREAS, the Memorandum of Understanding expires on June 30, 2022; and,

WHEREAS, an agreement has been reached between the Parties for a successor Memorandum of Understanding; and,

WHEREAS, the proposed CPOA Memorandum of Understanding 2022-2025 and side letters are attached as Attachment A.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Clovis hereby adopts the Memorandum of Understanding between the City of Clovis and the Clovis Police Officer's Association Bargaining Unit for the term of July 1, 2022 through June 30, 2025.

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on June 20, 2022, by the following vote to wit:

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

DATED: June 20, 2022

Mayor

City Clerk

Memorandum of Understanding Between and For the

CITY OF CLOVIS

and the

CLOVIS POLICE OFFICERS' ASSOCIATION

July 1, 2022 through June 30, 2025

Attachment 1A-1

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1. INTRODUCTION

The representatives of the City of Clovis (City), and the representatives of the Clovis Police Officers' Association (Association), having met and conferred in good faith, have mutually agreed to recommend to the City Council of the City of Clovis and to the general membership of the Police Unit that the following Memorandum of Understanding (MOU) be adopted and that the wages, hours, and other terms and conditions of employment in this exclusive agreement be implemented.

2. EMPLOYEE RIGHTS

Employees of the City of Clovis shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations within the scope of representation. Employees of the City of Clovis shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City of Clovis.

3. CITY RIGHTS

- A. The City retains the right, subject to and in accordance with applicable laws, and the provisions of this MOU, (1) to direct employees in the performance of their duties; (2) to hire, promote, transfer, assign, and discipline employees; (3) to dismiss employees because of lack of work or in accordance with personnel rules and regulations; (4) to determine the mission of its divisions and departments, and its budget, organization, number of employees, and the numbers, types, classifications, descriptions, and grades of positions or employees assigned to an organizational unit, work project shift, or tour of duty, and the methods and technology of performing its work; and (5) to take whatever action may be appropriate to carry out its mission in situations of emergency.
- B. In addition, the City specifically retains the rights, subject to the provisions of this MOU, to take whatever actions and set whatever policies it deems appropriate.
- C. This Section will not operate to deny any individual employee rights guaranteed by applicable law, including the Meyers – Milias - Brown Act (Government Code Sections 3500 *et seq*) and the Public Safety Officers Procedural Bill of Rights Act (Government Code Sections 3300 *et seq*).

4. NONDISCRIMINATION

The City and the Association agree not to discriminate against any employees in accordance with applicable laws.

5. UNIT RECOGNITION

- A. Acknowledgment: The City agrees to acknowledge the Clovis Police Officers' Association as the only recognized employee organization representing the non-management employees itemized in Section 9.

- B. Dues Deduction: Payment of dues or fees shall be by payroll deduction, after the City receives written authorization from the Association to make these deductions. The City will deduct the appropriate dues or fees as established and as may be changed from time to time by the Association, from the employee's pay and will remit such dues or fees to the Association. Payroll deductions for new members authorizing dues deduction will become effective the first day of the pay period immediately following the City's receipt of, at minimum, a 10-day advance notice from the Association. Failure to provide the City with, at minimum, 10-days advance notice may result in dues deductions beginning the second pay period following receipt of the notice. Payroll deductions will cease or be modified upon receipt of written certification from the Association that the employee has revoked or modified the deduction authorization for dues or fees. Revocations or modifications of authorizations will become effective the first day of the pay period immediately following the City's receipt of, at minimum, a 10-day advance notice from the Association. Failure to provide the City with, at minimum, 10-days advance notice may result in cessation of dues deductions beginning the second pay period following receipt of the notice. The Association agrees to maintain files containing authorization for dues deduction on behalf of employees, and to promptly provide proof of same, upon request of the City should a dispute over employee dues deduction arise.

In accordance with Government Code 1157.12, the Association agrees to hold the City harmless from all claims, demands, suits or other forms of liability that may arise against City for or on account of any deduction made from the wages of such employees pursuant to this MOU.

- C. The City will provide Association members with release time and access to City facilities consistent with the Meyers-Milias-Brown Act and other applicable law.

6. ASSOCIATION ACCESS

The City and the Association agree on procedures for administering Assembly Bill 119 (AB 119) Union Access for the Association's represented employees that are newly hired and for existing employees and wish to agree to the following:

- A. The Association waives all the provisions in AB 119 that make it mandatory for the City to provide personal information of peace officers within 30 days of hire and provide personal information of peace officers every 120 days to the union. The Association also waives the City's obligation to notify the bargaining unit within 10 days of a new hire orientation. Further, the Association waives its right to union access or attendance during the new hire orientation process. The City will agree to allow the Association not less than two hours of time during the Police Department new hire training program to meet with the newly hired Association employees. The Association representative will be allowed to meet with the new employee(s) while on duty without loss of compensation.
- B. The Association acknowledges that Government Code 6254.3 and Evidence Code 1043 are both applicable and prevailing sections of the law which modifies and contradicts the language of AB 119 as it pertains to the Association members and future members. The Association agrees that the language of Government Code section 6254.3 and Evidence Code 1043 will be the controlling language. Government Code section 6254.3, subsection (c) and Evidence Code 1043 provide the following:
- C. Government Code section 6254.3, subsection (c) Upon written request of any employee, a public agency shall not disclose the employee's home address, home telephone number, personal cellular telephone number, personal email address, or birth date. . ."
- D. Evidence Code §1043 is specific to peace or custodial officer personnel records and provides that when peace or custodial officer personnel records are sought, a Pitchess motion must be filed with the appropriate court or administrative body. Personnel records of peace officers are defined in Penal Code §832.8 and include, "personal data, including marital status, family members, educational and employment history, home addresses, or similar information, and, any other information the disclosure of which would constitute an unwarranted invasion of personal privacy."

7. EMPLOYEE REPRESENTATIVE

- A. The City recognizes that the Association may appoint an individual to handle grievances pertaining to this MOU.
- B. The employee representative's duties shall be as follows: (1) to investigate and discuss a grievance with an employee of the Unit; and (2) if, after such a discussion, there is a valid reason for the grievance to be filed, the employee representative may assist the employee in presenting the grievance at the appropriate step of the procedure.

- C. The employee representative shall conduct the above-described duties, whenever possible, during "non-working" hours. The employee representative shall only be allowed to conduct said duties during working hours if (1) it doesn't interfere with another employee's performance, (2) it is impractical to conduct during non-working hours, and (3) the employee representative receives no compensation by the City for such time spent. Consistent with the foregoing, the City and Association shall attempt to schedule grievance meetings at mutually agreed times.

8. MAINTENANCE OF OPERATIONS

- A. It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. Therefore, the Association and each employee represented hereby agrees that during the course of this MOU, and for a period of time not to exceed ninety (90) days following the termination of this MOU, the Association or any person acting in its behalf, or each employee in a classification represented by the Association shall not cause, authorize, engage in, or sanction a work stoppage, slowdown, refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or picketing, other than informational picketing, against the City or the individual or concerted failure to report for duty or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another labor organization or bargaining unit to engage in such activity in an attempt to induce a change in wages, hours and other terms and conditions of employment.
- B. An employee shall not be entitled to any wages or City paid benefits whatsoever provided that the City Council determines to its satisfaction that the employee is, or has, engaged in any activity prohibited by subsection A of this Section. The City may take other action which it deems appropriate.
- C. Provided that the City Council determines to its satisfaction, that subsection A of this Section has been violated by the Association, the City may take such remedial action as it deems appropriate.
- D. The Association recognizes the duty and obligation of its representatives and members to comply with the provisions of this MOU and to make every effort toward inducing all employees in this Unit fully and faithfully to perform their duties.

9. UNIT DESCRIPTION

This Unit shall consist of all full-time regular or probationary employees of the City of Clovis' Police Department which are specifically enumerated below:

A. Sworn Unit Members

Police Sergeant
Police Corporal
Police Officer
Police Recruit

B. New classifications approved by the City Council and determined to be appropriately placed within this Unit shall become part of this Unit and covered by the terms of this MOU upon such determination. The City will notify the Association of any such determination.

10. SALARY SCHEDULES AND MERIT STEP INCREASES

A. Fiscal Year 2022-2023 - The following wage adjustments shall become effective on the first day of the first payroll period following CPOA ratification and City Council approval of this MOU.

- All positions shall receive a 5.0% wage increase.
- Police Officer shall receive a 6.06% equity adjustment for a total increase of 11.06%.
- Police Corporal shall receive a 5.50% compaction adjustment for a total increase of 10.50%.
- Police Sergeant shall receive a 2.51% equity adjustment for a total increase of 7.51%.

B. Fiscal Year 2023-2024 - Effective July 1, 2023, all positions shall receive a 3.0% wage increase.

C. Fiscal Year 2024-2025 - Effective July 1, 2024, all positions shall receive a 3.0% wage increase.

D. Merit Step Increase. The City agrees to maintain its current five (5) step merit increase salary plan during the term of this MOU.

E. Motor Officers' Premium Pay. Sworn members who are assigned to and work Motorcycle Traffic Enforcement shall receive Three Hundred Fifty Dollars (\$350.00) per month in addition to his/her base salary for each month (or portion thereof) that the Police Officer is so assigned.

F. Field Training Officers (FTO) and Trainers.

1) The Field Training Officer (FTO) assignment is a year-round assignment. The FTO assignment will generally be for two-year periods. Police Officers assigned to the position of Field Training Officer (FTO) shall receive a 6% salary premium for the duration of the assignment. The 6% salary premium shall discontinue when the employee is no longer assigned to be an FTO.

The FTO assignment is at the discretion of the Chief of Police. The Chief of Police or authorized designee of the Chief has the ability to discontinue the assignment of an FTO for cause. Any appeal will go directly to the Chief of Police who will make the final decision regarding any appeal. The Chief of Police or authorized designee shall determine how many and which Police Officers will be selected to be a FTO. The Police Chief or authorized designee shall also determine the scheduling of FTO shifts.

Those selected will be required to sign up on designated FTO shifts. Initially all FTO's will sign up based on Officer Seniority. Once the FTO program is established, FTO's will sign up based on seniority within the unit.

The FTO premium does not apply to Police Sergeants and Police Corporals.

2) Officers who are called upon to serve as Field Training Officers (FTO's) will receive a 7.5% premium for time worked as an FTO for two consecutive hours or more. This premium will not be applied to Police Corporals.

- G. Acting Shift Supervisor. Police Corporals are required to exercise direction and control over subordinates, and those job functions are within a Corporal's normal job duties. However, Corporals shall receive premium pay of 5% for time worked as a Shift Supervisor for two consecutive hours or more.
- H. Bilingual Premium Pay. Association employees who possess non-English language skills that have been identified by the City as beneficial to the Police Department's mission shall receive One Hundred Fifty Dollars (\$150.00) per month in addition to base salary. The City shall determine which non-English languages qualify for the premium pay and the standards of proficiency that an employee must possess in order to receive the premium pay.
- I. Explosive Ordinance Device (EOD) Team Pay. Sworn members who are selected for the EOD team shall serve in that capacity as probationary EOD team members until they complete the necessary training to obtain an EOD training certificate. Sworn officers shall not receive extra compensation during their probationary status on the EOD team. Upon the City's receipt of a copy of an EOD certificate or other document indicating that the probationary EOD team member has successfully completed Hazardous Devices School (Federal Bureau of Investigations/Department of Homeland

Security), the City shall pay the EOD team member an additional Three Hundred Fifty Dollars (\$350.00) per month in addition to the team member's base salary (or pro rata amount if the officer serves less than one month) for each month the Officer is assigned to the EOD team. This additional Three Hundred Fifty Dollars (\$350.00) per month is paid in lieu of the City paying for additional term life insurance in the amount of \$225,000.00.

- J. On-Call Compensation. Employees in the Investigations Unit that are assigned by the Chief or the Chief's designee to be on-call shall receive compensation for the period of time that they are on-call. During the on-call period the employee must be available by telephone and able to report to work within sixty minutes of notification. Employees assigned to be on-call will receive 10 hours of straight time for each week they are assigned to be on-call. The 10 hours of on-call time shall not have any cash value but may be taken as time off with supervisor approval. When an employee is on-call for less than a week they shall be compensated on a pro-rata basis. On-call time shall be credited as earned.
- K. Special Assignments. All sworn officers who are selected to work in the following special assignments shall receive an additional Two Hundred Fifty Dollars (\$250.00) per month in addition to their base salary (or pro rata amount of \$250.00 if the officer serves less than one month) for each month the officer is assigned to these positions: Investigations, Narcotics, Gangs, or Planning and Neighborhood Services.

11. OVERTIME COMPENSATION

- A. Employees subject to this MOU will be compensated with overtime for hours actually worked in excess of their normal shift. All overtime worked must be reported by the employee to a supervisor within twenty-four (24) hours of the overtime worked.
- B. Employees, at their option, may choose either compensatory time off or monetary pay for extraboard duty, after shift enforcement, extending shifts, shift cleanup, court, call backs, presenting training and call outs. The method of compensation may be CTO or Pay, at the sole discretion of the Chief for special events, attending training, special enforcement, or other overtime not outlined above.
- C. The rate of compensation shall be at one and one-half times the rate of regular pay-for all overtime activities.
- D. Any employee called back to work while off duty off shall be compensated a minimum of four (4) hours at the overtime rate. Call-back which occurs in

conjunction with and in continuum of the regularly scheduled shift hours shall be compensated according to Section 10-A.

- E. Upon providing a minimum of 14 days' notice, unless mutually agreed otherwise, the city may require an employee to adjust or "flex" their normally scheduled work hours within a work week to accommodate preplanned activities such as training, meetings, special enforcement details and special events which would otherwise generate overtime.
- F. If time is being flexed to accommodate attending training as a student, meetings or other non enforcement related activities the time flexed shall be calculated at straight time. If time is being flexed to accommodate an enforcement related detail or planned special event the time flexed shall be calculated at time and a half.
- G. All sworn officers who are assigned to a position of Canine Handler on a regular, full-time basis shall be compensated for canine maintenance at one and one-half times the applicable rate which is the overtime rate of pay for a police officer recruit step 1 (one) for 30 minutes per day, seven days a week, whenever the police service dog is kenneled at the handler's residence. Canine maintenance will include feeding, watering, cleaning of kennels, cleaning canine patrol vehicles, grooming and/or bathing the canine, light exercise, training and other related miscellaneous duties.

Canine Handlers will also be compensated for hours actually worked when the handler is required to spend more than 30 minutes on an emergency or other non-routine canine maintenance duty (i.e., emergency veterinary visits). The officer will be paid at their regular rate of pay for non-routine canine maintenance.

Canine Handlers will not be compensated for canine maintenance when the police service dog is kenneled at a location other than the canine handler's residence.

12. CTO BUY-BACK

- A. Effective upon adoption of this agreement, notwithstanding anything in this agreement to the contrary, no employee shall be allowed to accumulate over 240 hours of CTO. Any CTO earned above the maximum will be paid to the employee.
- B. The time at which the employee shall be granted CTO shall be at the sole discretion of the Chief of Police. The predominant factor to be considered is the City's needs.

- C. Employees shall have the following options concerning cash-out of CTO hours:
- 1) Once each contract year each bargaining unit member may, upon notice to the City of at least one payroll period, receive pay only for a block of 200 hours of the employee's CTO, providing that the employee has at least 200 hours of CTO accumulated at the time of request; **or**,
 - 2) Twice each contract year each bargaining unit member may, upon notice to the City of at least one payroll period, receive pay only for a block of 100 hours of the employee's CTO, providing that the employee has at least 100 hours of CTO accumulated at the time of request; **or**,
 - 3) Four (4) times each contract year each bargaining unit member may, upon notice to the City of at least one payroll period, receive pay only for a block of up to 50 hours of the employee's CTO, providing that the employee has CTO accumulated at the time of request.

13. COMPENSATION FOR COURT APPEARANCES

- A. For the purpose of this MOU, the term courts shall include a legally required appearance at an activity of any judicial proceeding arising from the course and scope of employment with the City of Clovis.
- B. Required appearances at court occurring on an employees' regular day off shall be compensated at a minimum of four (4) hours of overtime rate. Employees required to stand by for court on either, a regular day off, or on a regular work day when assigned to work a "graveyard" shift or "swing shift", in case they may be required to appear in Court, shall be compensated with one hour of straight time in total for any a.m. hours. Those assigned to work a "graveyard shift" shall also receive one hour of straight time in total for any p.m. hours. Court standby time will apply unless the employee is require to appear in court. For the purposes of this section, the following definitions apply: day off is defined as a regularly scheduled day off or a previously approved absence. A graveyard shift is defined as a work schedule which typically begins before midnight and ends approximately between 0400 and 0800 the following morning. A "Swing shift" is defined as a work schedule that starts between 1200 and 1700 hours
- C. Required appearances at courts which occur on an employees' scheduled work day shall be compensated as follows: if the appearance is required more than four (4) hours in advance of the employees' shift the employee shall be compensated a minimum of four (4) hours at the time and one-half

rate. Court overtime earned under this Section is not contingent on the employee's regular schedule in a 28 day period.

- D. Required appearances at courts which occur on an employees' scheduled work day and the appearance is less than four (4) hours in advance of the employees' shift shall be compensated based upon the forty (40) hour work week.
- E. Vacation/Time Off approved during the bi-annual Vacation/Time off shift rotation sign-ups will be the only time employees will be able to decline subpoenas and the court liaison will be responsible for making the necessary notifications to the District Attorney's Office/Courts. For any time off submitted outside the scheduled vacation/time off submission process, the employees will be responsible for making any necessary arrangements with the District Attorney's Office/Courts. Please refer to Policy section 348, specifically 348.2.1 Service of Subpoena.
- F. Required appearances for telephone or video subpoenas shall be compensated at a minimum of one (1) hour at the overtime rate, if the appearance is required more than one (1) hour in advance of the employees shift or scheduled on an employee's day off. Employees shall not be eligible for compensation for more than one telephone appearance in one day.
- G. Overtime minimums shall not be paid more than once in the case of multiple court appearances on the same day with overlapping times.
- H. If an employee is required to use their personal vehicle for out of town court appearances, the employee shall be compensated at the prevailing mileage rate as established by the City. Mileage shall be computed starting and ending from the Police Department.
- I. The City shall not compensate with overtime or reimburse mileage or expenses for court appearances occurring as the result of an employees' employment with another employer.

14. EMPLOYEE'S SICK LEAVE

- A. Each employee will receive eight (8) hour's sick or accident allowance for each full month of employment, up to a total of ninety-six (96) hour's allowance per calendar year. Such allowance is cumulative from year to year without limit.
- B. Benefits shall be payable commencing the first day of absence due to the employee's sickness or accident.

- C. Sickness or accident benefit payments, including workers' compensation payments, for any work week shall not exceed an employee's normal straight time weekly earnings.
- D. Sick leave benefits are payable only for an employee's regularly scheduled work days on which he or she is off as a result of the employee's illness or accident, or illness or accident occurring to an immediate family member as defined in Section 28(9) of the MOU. Additionally, 48 hours of sick time may be used for the care of a grandchild.
- E. The employee may be required, at the discretion of the City Manager or the City Manager's authorized representative, to furnish a doctor's certificate or other satisfactory proof of illness or accident after two (2) days of absence. If the employee is suspected of abusing the sick leave privileges, said requirement may be imposed after any length of absence. The City Manager or the City Manager's authorized representative may terminate or withhold said benefits if the employee fails to furnish satisfactory and non-falsified proof of illness or accident.
- F. Sick Leave Incentive. A sick leave incentive plan is established as follows:
- 1) To be eligible for sick leave incentive pay, an employee must have three hundred twenty (320) hours accumulated sick leave at the time payment is made.
 - 2) Employees may elect to receive a sick leave incentive payment in cash or have an equal number of hours added to their annual vacation accrual. Employees may also elect to have an amount equivalent to their sick leave incentive deducted from their paychecks and deposited in their deferred compensation account. Sick leave incentive payments/conversion shall be made once per year on the first paycheck following November 16. For the purposes of computing sick leave incentive pay hereunder, sick leave shall be computed from December 1 of the preceding year through November 30 of the year in which incentive is to be paid. Employees must notify the Finance Department by November 15 if they wish to receive the sick leave incentive benefit as vacation accrual, deferred compensation, or sick leave accrual. If no such notice is received, employees shall automatically receive the sick leave incentive in cash.

The hours available under the sick leave incentive program shall be based on the following schedule:

The amount of sick leave available for cash out is reduced by one hour for every full hour of sick leave used during the year. An employee is eligible to cash out a maximum of 48 hours as a result of no sick leave usage during

the year and a minimum of 8 hours for forty hours of sick leave used during the year.

The remaining portion of unused sick leave hours shall continue to accumulate.

- G. Employees who retire from the City on the regular PERS service retirement benefit may elect to receive a lump sum cash-out up to 25% of their accrued sick leave balance as calculated at the time of retirement. This benefit is not applicable to employees who leave City service under any other conditions, including employees who retire under PERS disability retirements or regular service retirement pending PERS disability retirements. Appropriate federal/state tax withholding will be made at the time of cash-out. Employees wishing to participate in this benefit shall notify the Personnel Division of their intentions within thirty (30) days of their retirement date by completing a Sick Leave Cash-Out Benefit form.
- H. Unused sick leave hours will be cashed-out as noted above. The sick leave hours that remain after the cash-out will be certified to PERS for the benefit known as "Credit for Unused Sick Leave."

15. HEALTH, LIFE, AND DENTAL INSURANCE COMPENSATION

- A. The City and the Association agree that the City's Health Benefits Committee (HBC) shall be the exclusive representative body for the purposes of all mandatory meet and confer issues that are related to the City's health benefit plan (medical, dental, and pharmacy, vision, and life insurance coverages) inclusively.
- B. The HBC shall be convened by the City at least once each quarter to review the City's health benefit plan. The HBC shall include a member and an alternate from each of the represented City bargaining units. The represented members shall determine their own voting and conflict resolving procedures so that they can present (whenever possible) a single proposal for all their represented employees. Sufficient management staff will represent the City on the HBC as determined by the City. The City or HBC may also request to convene at other times to meet and confer as provided for in this agreement.

If any bargaining unit represented by the HBC is not in agreement with the position of the HBC as demonstrated by a negative vote of their respective affiliation membership, such bargaining unit and their designated representative(s) will meet and confer with the City to impasse prior to the implementation of any meet and confer proposals made in accordance with this agreement.

- C. The City's health benefit plan structure shall be determined through the meet and confer process between the HBC and the City. The City's health benefit plan structure is defined as the type and level of benefits. The benefits provided under this section shall be at the minimum type and level of benefits that is no less than the minimum benefit offered by any of the program providers as listed on the 1995 Health Program Benefits Sheet distributed on February 1, 1995, provided that the benefit is competitively available in the local market. The City will select the health benefit plan vendors and set the health benefit plan rates. The City will meet and confer with the HBC regarding the impacts of vendor selection, rates, rate structure, and other plan change impacts.

- D. The employee contribution rate will remain at 10% of the total cost of the lowest cost plan as determined by the City for the various employees, employee/family, and other tier groups as proposed. Increases or decreases in the year to year premium will be shared in the same 10% employee, 90% employer ratio for the term of this MOU unless otherwise changed through the meet and confer process with the HBC.

- E. Employees who waive City medical, prescription, dental and vision coverages will receive a waiver incentive of \$420.00 per month.

- F. Employees who waive medical and prescription drug coverages will receive a waiver incentive based on the following employee coverage tiers:
 - Employee Only \$362.00
 - Employee + Child(ren) \$322.00
 - Employee + Spouse \$309.00
 - Employee + Spouse + Child(ren) \$265.00

Employees who choose to discontinue health coverages through the City shall continue to receive City-provided life insurance coverage and employee assistance program (E.A.P.) benefits. To be eligible for this incentive, employees must: (1) notify the City's Personnel Division of their decision to discontinue health coverage during the City's annual health insurance open enrollment period; (2) verify in writing that they have group medical coverage from another source; and (3) verify to the City that discontinuance of health coverage does not constitute a violation of any court order or other legal obligation to which the employee may be subject. In the event that an employee who has opted-out of the City's health coverage subsequently loses his/her alternate medical coverage due to a life changing event as defined by the Consolidated Omnibus Budget Reconciliation Act (COBRA), the employee may re-enroll in the City's health coverage program. It shall be the responsibility of the employee to notify the City's Personnel Division of such a life changing event within 30 days of the event.

Any changes in ACA regulations that affect cash-in-lieu benefits will require a reopener on the cash-in-lieu benefit.

16. HEALTH MAINTENANCE AND PHYSICAL FITNESS

A. Introduction

Improved physical fitness should increase employees' health and longevity, boost energy levels, reduce the use of sick leave and medical services, and generally benefit all parties concerned. Accordingly, the City and the Association agree to develop programs to promote "employee wellness," and ensure employee physical fitness, during the course of employment with the City of Clovis. The City and the Association agree that it is the intent of the Health Maintenance and Physical Fitness Program to promote employee health and wellness and that every sworn employee covered by this MOU should maintain at least the minimum physical standards described herein.

B. Employee Wellness Program

1. The City and the Association will jointly and periodically sponsor "health fairs" to provide employees with information on healthy life styles, and to offer voluntary tests for health issues such as glaucoma, vision, hearing, body fat, blood pressure, cholesterol breakdown, colon bleeding, heart rate recovery, flexibility, etc.
2. The City and the Association shall work cooperatively, through a Joint Committee, to develop an ongoing program for "employee wellness" and health maintenance.
3. The City will designate a "Wellness Coordinator" whose responsibilities will include monitoring employee health, offering health-related assistance whenever requested, and developing ongoing programs which make information on health care readily accessible.
4. Possible elements to be included in a health maintenance program, on a purely voluntary basis, may include noontime walking classes, aerobic classes, healthy eating seminars, weight control groups, morning stretch classes, smoking cessation classes, stress management seminars, and stress and relaxation classes.

C. Health Maintenance and Physical Fitness

1. Subjects for Testing

The physical fitness testing will cover four areas:

1. Cardiovascular
2. Strength
3. Flexibility
4. Body Composition

2. Test Procedure and Scoring

a. The parties agree that beginning in contract years 2014-2016, the test used shall be the Fitness Testing and Health Promotion Program, as presented by Pinnacle Training Systems and follow the Cooper Standard as developed by the Cooper Institute.

b. If this testing format should ever be unavailable or be determined inappropriate, the testing shall follow guidelines as established in the paragraph above, or shall be modified as determined necessary the mutual consent of the City and CPOA.

3. No Smoking Policy

a. Introduction

The City recognizes the need of many of its employees to work in an environment free of tobacco smoke. The City also respects the rights of employees who choose to smoke to make personal decisions without interference with the rights of other workers.

b. Ban on Workplace Smoking

Employees who want to smoke during off-duty hours, in non-work locations, may choose to do so. The City thinks it is important for the health and fitness of all employees, however, to maintain a smoke-free environment. The City maintains a hiring policy which disqualifies smokers from eligibility for employment. Current employees who were hired prior to July 1, 1989, may smoke during their off-duty hours, at non-work locations. At any City facility or work area including lounges, City vehicles and rest areas in City facilities, smoking is banned. Failure to observe this policy may lead to disciplinary action, up to and including dismissal.

4. Sanctions

The purpose of Clovis' physical fitness program is to promote better health and improve performance, not to punish. Accordingly, employees will be offered assistance and given ample opportunity to achieve minimum health and fitness standards. Employees hired after July 1, 1990, will be required to maintain a minimal level of health proficiencies throughout their employment.

Employees Hired After July 1, 1990

Step One - An officer or employee, hired after July 1, 1990, who fails to satisfy minimum health and fitness requirements (pursuant to the physical testing standards established by Clovis' Joint Committee) is in violation of his or her contract. Consequently, that employee will be retested within 45 days.

Step Two - Employees who fail to pass the retest shall not be eligible for promotion, transfer, special assignment, or pay increases.

Step Three - Employees who fail to meet minimum health and fitness standards at the next scheduled physical fitness test shall be subject to the sanctions described in Step Two and shall lose their seniority for the purposes of shift selection and vacation selection.

Step Four - Employees who fail to meet minimum health and fitness standards at subsequent physical fitness test(s) shall be subject to the sanctions described in Step Two and Step Three, and shall have their salary reduced by one pay step. Continued failure to meet the standards at subsequent physical fitness tests shall result in further step reductions in addition to the sanctions described in Step Two and Step Three.

Upon meeting the minimum health and fitness standards, a sanctioned employee shall have all sanctions removed. In addition, a sanctioned employee who has had his/her salary step reduced as a consequence of failing to meet the physical fitness standards, and who subsequently meets the standards by passing the fitness test, shall have their salary restored to the salary step prior to the reduction.

Any decision concerning sanctions is subject to review by the Police Chief and the City's Personnel Division.

An employee shall be considered to have maintained the minimum level of health proficiency (to have "passed") by completing the minimum performance standard for age and gender in the cardiorespiratory performance portion of the test.

5. Employees Hired Prior to July 1, 1990

- a. Any officer or employee who fails to meet minimum health and fitness standards will be retested within 45 days. Individuals who, after retesting, still have not met minimum health and fitness requirements may be recommended for sanctions as defined in this Section.

b. The only sanctions which may be applied to Clovis Officers or employees hired prior to July 1, 1990, who fail to meet minimum health and physical fitness standards are non-eligibility for promotion, transfer, assignment to Investigations, Youth Services, Planning and Neighborhood Services, Motors, Canine Assignments, and merit wage increases (Officers will be eligible for any "across-the-board" increases granted to all unit members).

c. Any decision concerning sanctions is subject to review by the Police Chief and the City's Personnel Division.

6. Exemplary Physical Fitness

a. The purpose of this section is to encourage employees to achieve exemplary physical fitness or to improve their performance on the physical fitness testing from previous years. In order to accomplish this, employees will receive compensation for achieving increasing levels of exemplary performance on the areas of the test.

b. An employee will not receive compensation only for achieving passing Performance in the cardiorespiratory portion of the test. This is considered the minimum standard and must be achieved before any other compensation for exemplary fitness will be received.

Exemplary performance will be established as follows:

a. The employee must have passed the cardiorespiratory portion of the test on the first attempt.

b. The employee must have completed all evaluated/scored portions of the test (currently eight) with exceptions as noted below.

1. An employee may choose not to participate in one testing category (other than cardio respiratory) based upon an existing injury and still be eligible for exemplary physical fitness.

c. For each category of the test evaluated in a very poor, poor, fair, good, excellent, and superior format a numerical score shall be established as follows:

1. Very poor – 0 pts.
2. Poor – 1 pt.
3. Fair – 2 pts.
4. Good – 3 pts.
5. Excellent – 4 pts.
6. Superior – 5 pts.

d. A raw total shall be established by adding the total of all the tests and an average then created by dividing by number of tests, truncated to the nearest tenth.

e. Modifications to Raw Total. Prior to determining the average score, an employee's raw total fitness score may be modified as follows:

1. Employees whose body fat percentage is in the "good" or "excellent" category may increase their raw total by one (1).
2. Employees who participate in the blood screening component of the test may increase their raw total by one (1).

f. Fitness workshops. Employees who participate in a fitness workshop may increase their raw total by one (1) for each workshop attended to a maximum score adjustment of two (2).

1. The city will provide a minimum of two (2) health/fitness workshops during the course of each fiscal year.
2. The content and format of each workshop shall be at the discretion of the city, but each shall be no longer than eight hours and must occur entirely within one calendar day.
3. Each individual workshop will be offered twice, once during the week and once on weekends to accommodate shift schedules.
4. Participation in a workshop is voluntary and overtime compensation will not be given.
5. If the city is unable to provide the required workshops, then all officers will receive the appropriate score modification as if they had attended the cancelled workshops.

g. Exemplary performance will be ranked as follows based upon the average score from the fitness tests:

1. Tier 1: 1.6 to 2.5
2. Tier 2: 2.6 to 3.5
3. Tier 3: 3.6 to 4.5
4. Tier 4: 4.6+

h. Exemplary Fitness Compensation. Officers will receive compensation for exemplary fitness based upon their tier ranking as follows:

1. Tier 1: No incentive provided.

2. Tier 2: 10 hours "Fit time" or \$200
3. Tier 3: 10 hours "Fit time" and \$500
4. Tier 4: 10 hours "Fit time" and \$1000

Fitness compensation will be paid annually on the first paycheck following July 5.

i. Fit Time hours must be taken consecutively. Fit Time hours must be *used within twelve months of receipt or the hours will be deleted*. Request for use of Fit Time hours may be made up to 24 hours in advance and are subject to review and approval by the employee's supervisor.

j. The maximum combined Exemplary Fitness Compensation incentive available to CPOA members may not exceed the greater of \$65,000, or the amount budgeted by the City for such compensation. The above listed amount of \$65,000 is based on the police department staffing level of 100 officers. For each actively staffed sworn position beyond 100, the maximum combined incentive shall increase by 1%. If, in any fiscal year, employee performance results in compensation exceeding this amount, all fitness incentive amounts shall be reduced by an equal percentage until the combined compensation is below the greater of \$65,000, or the amount budgeted by the City for fitness incentive compensation.

k. Any changes to the testing format and / or guidelines for exemplary physical fitness compensation shall require the mutual agreement of the City and CPOA.

l. If the Fitness Testing and Health Promotion Program should ever become suspended, employees who have tested and received at least the Tier 2 fitness incentive compensation in the most recent test shall receive the Tier 2 fitness incentive compensation until such time that a new fitness test is implemented and new test results are achieved.

17. UNIFORMS

- A. The City shall provide each sworn employee in this Unit with an annual uniform allowance of One Thousand Five Hundred Dollars (\$1,500.00). Such uniform allowance shall be paid annually on the first paycheck following July 5. The allowance will be prorated in accordance with the starting or ending date of employment with the City. Each sworn employee shall purchase and maintain a Class A uniform. The Class A uniform consists of a standard Class B uniform with long sleeve shirt, tie with gold colored tie bar, gold colored name plate, polished shoes/boots and hat. Changes to the Class A uniform will be determined by the Department Uniform Committee comprised of three CPOA representatives and a member of the Department Management team designated by the Chief of

Police. The City shall also continue its past practice regarding providing extra safety equipment for assignments to motorcycles. Specifically, for such officer, the City shall repair or replace, as needed, helmets, boots, leather jackets, gloves, and safety glasses.

- B. If the City or the Department elects to make any change in uniforms, said change will be implemented at the beginning of a fiscal year.

18. RETIREMENT

- A. For the purpose of this MOU, references to "PEPRA" shall mean the regulations resulting from the Public Employees' Pension and Retirement Act as enacted in 2013.
- B. Sworn Personnel Classified as PERS "Classic Employees" Pursuant to PEPRA
1. PERS contributions shall be comprised of three parts: employee contributions, employee cost-sharing contributions and City contributions. Employees shall continue to pay, via payroll deduction, the amount prescribed by the rate established for each employee's contribution into the PERS fund for the benefit known as "3% at 50." In addition to payment of employee contributions, each employee shall also pay an additional 8% into PERS as an employee cost-sharing contribution. The City shall pay to PERS, as its employer contribution, the difference between the Total PERS rate and the sum of the employee contribution rate and the additional 8.0% total employee cost-sharing contribution, in order to continue to fund the benefit known as "3% at 50."
 2. During the term of this agreement the City shall continue to make the employer contribution for each eligible employee for the PERS Classic safety retirement benefit known as "3% at 50". Employees shall continue to pay, via payroll deduction, the amount prescribed by the rate established for each employee's contribution into the PERS fund for this benefit.
 3. The City shall continue the "Single Highest Year" benefit and the "Credit For Unused Sick Leave" Benefit (Government Code Section 20965) during the term of this contract. The employee shall continue to pay, via payroll deduction, the amount prescribed by the rate established for each employee's contribution into the PERS fund for this benefit.
 4. The City shall continue to pay the cost of Option 21548, the Pre-retirement Optional Settlement 2 Death Benefit.
- C. Sworn Personnel Classified as PERS "New Employees" Pursuant to PEPRA

1. PERS contributions shall be comprised of three parts: employee contributions, employee cost-sharing contributions and City contributions. Employees shall continue to pay, via payroll deduction, the amount prescribed by the rate established for each employee's contribution into the PERS fund for the benefit known as "2.7% at 57." In addition to payment of employee contributions each employee shall also pay an additional 8% into PERS as an employee cost-sharing contribution. The City shall pay to PERS, as its employer contribution, the difference between the Total PERS rate and the sum of the employee contribution rate and the additional 8.0% employee cost sharing contribution, in order to continue to fund the benefit known as "2.7% at 57."
 2. During the term of this agreement the City shall continue to make the employer contribution for each eligible employee for the PERS New Member safety retirement benefit known as "2.7% at 57". Employees shall continue to pay, via payroll deduction, the amount prescribed by the rate established for each employee's contribution into the PERS fund for this benefit.
 3. The City shall continue the "PERS Three Year Highest Compensation" benefit and the "Credit For Unused Sick Leave" Benefit during the term of this contract. The employee shall continue to pay, via payroll deduction, the amount prescribed by the rate established for each employee's contribution into the PERS fund for this benefit.
 4. The City shall continue to pay the cost of Option 21548, the Pre-retirement Optional Settlement 2 Death Benefit.
- D. The City shall maintain the PERS Level 4 Survivors Benefit for all unit members during the term of this agreement.
- E. The City has adopted a resolution intended to permit employee pension contributions to be made on a pre-tax basis whenever possible, as long as no additional cost to the City is involved.
- F. Subject to review by the Public Employees Retirement System (PERS) the following elements of special compensation are reported to PERS for calculation of final compensation for retirement purposes for PERS Classic Employees Holiday Pay, Uniform Pay, Motor Pay, Bilingual Pay, Field Training Officer Pay, Acting Shift Supervisor Pay, Explosive Ordinance Device Team Pay, Sherman Block Supervisory Leadership Institute Certification, Master Instructor Development Program Certification and Education Incentive Pay. Items excluded by PEPRRA for employees classified as New Employees will not be reported.

- G. Unit members hired after January 1, 2013 and who are considered “New” employees under PEPRA regulations may elect to participate in a deferred compensation program that includes a City matching contribution once they have completed their initial probationary period. However, all unit employees may participate in the deferred compensation program without the City matching contribution at any time during employment. The deferred contribution program is subject to IRS Section 457 program rules. Enrollment in the program shall become effective in the pay period following the submittal of an enrollment request. The provisions of the deferred compensation program are as follows:

City’s Matching Contribution/Payment	Maximum City Payment
(City/“New” PEPRA Employee)	
1:1	3% of monthly base salary

Employees who are considered “Classic” employees with CalPERS are not eligible for the match.

19. WORK WEEK

- A. Sworn Employees: Pursuant to section 7(k) of the FLSA, the City has adopted the 28 day work period for its sworn police employees effective July 1, 2016. The work period shall begin at 0700 hours on Sunday and end at 0700 hours the following Sunday.
- B. No employee will be regularly scheduled to have any split days off during the work period.
- C. Police Corporals and Police Sergeants
 - 1. Seniority in class at the Clovis Police Department may be used as a criterion for permitting those persons in the classification of Police Corporal to have an opportunity to select to which Patrol Shift they wish to be assigned.
 - 2. Police Corporals and Police Sergeants will be permitted to select their shifts by seniority in class. Once said shifts are selected, there is no time limit upon how long a Corporal or Sergeant may remain on his or her selected shift.
 - 3. Notwithstanding the above, the Police Chief or his authorized representative may assign any Police Corporals or Police Sergeants to any Watch, at any time, when there exists a need or cause to make such

assignment. In these cases the person being reassigned shall be given the reasons for reassignment and at least 48 hours' notice of said reassignment except that shorter notice may be given in cases of emergent need.

D. Police Officers

1. Seniority in class at the Clovis Police Department will be used as a criterion for permitting those persons in the classification of Police Officer to have an opportunity to select to which Patrol Shift they wish to be assigned.
2. This policy applies to Police Officers assigned regular Patrol Watch assignments. It does not include: Police Officers assigned to special duties and/or assignments (such as Traffic, Walking Beat, any other special assignment), or Police Officers on probation and/or not possessing a POST Basic Certificate.
3. An attempt will be made to assign Police Officers to their preferred Watch, with the following restrictions:
 - i. Shift rotation shall continue to occur on Sunday in July and January in the first new 28 day period.
 - ii. The department will post patrol shift sign-up no later than ten (10) weeks prior to shift rotation. Officers will have a two (2) week period immediately following to select their shifts. The final shift schedule will be posted no later than six (6) weeks prior to shift rotation.
4. Shift Coverage For Scheduled Community Events - - Shift schedules designed to provide staffing for annual, recurring community events as determined by the Police Chief will be completed and posted by the department at least fourteen (14) days in advance of the event. These events shall include: Clovis Rodeo Week, Big Hat Day, the Clovis Christmas Parade and the week that the Clovis Unified School District's school year begins and July 4th. Exceptions may occur when events take place or information is received that necessitates changes in staffing levels within the 14 day period.

All employees available for event staffing will receive advanced notice of the sign-up posting for any event requiring overtime staffing.

Notwithstanding the above, the Police Chief or his authorized representative may assign any Police Officer to any Watch, at any time, when there exists a need or cause to make such assignment. In these cases, the Police Officer being reassigned shall be given the reasons for reassignment and at least 48 hours' notice of said reassignment except that shorter notice may be given in cases of emergent need.

20. OVERTIME AND EXTRA-DUTY BOARD

- A. The City of Clovis agrees that it will compensate the employees of the above-described Unit for overtime, by pay at one and one-half (1-1/2) times the regular rate of pay. An employee shall be compensated at said overtime rate whenever an employee is required to work in excess of their normal shift in the 28 day work period.
- B. The assignment of overtime will be in the City's sole discretion. However, the City shall endeavor to select among those employees who are qualified, those individuals who wish to work overtime, and when reasonably possible, to schedule such overtime work in advance. Whenever scheduling overtime work for Patrol duty, the City agrees to utilize the Extra-Duty Board procedure enumerated below whenever reasonably possible.
- C. Extra-Duty Board for Uniformed Patrol Division
1. All employees in the classification of Police Officer or Police Corporal will be allowed to sign up for Extra-Duty Board.
 2. A Police Officer or Police Corporal will not be allowed to work back-to-back shifts except in emergencies. (Extra-Duty Board will not restrict a Watch Commander from keeping a Police Officer on duty, i.e., extending shift, for a few hours if the City's needs required such duty.)
 3. Vacation days and days off are all times when a Police Officer or Police Corporal could sign up for Extra-Duty Board. (A Police Officer may not sign up to work during mandatory time off.)
 4. Officers eligible to work Extra-Duty Board must have a cellular phone with service through the vendor selected by the Department.
 5. When an Extra-Duty Board is needed, the Watch Commander will utilize the system that is in place and notify all eligible officers that an Extra-Duty Board is needed on a specific date and time. The first officer to respond to the call will be assigned the Extra-Duty Board. The supervisor utilizing the Extra-Duty Board will place the officer's name on a list indicating that the officer has received an Extra-Duty Board assignment for that month. Officers who have received an Extra-Duty Board assignment in a given month will not be eligible for another Extra-Duty Board assignment during that same month. However, officers who have been assigned an Extra-Duty Board will be eligible for additional Extra-Duty Board assignments if no other officers respond to subsequent call(s) for Extra-Duty Board assignments.

6. In the event that two eligible officers call to fill the open shift, the first officer to respond to the supervisor will receive the shift if both officers have already worked an overtime shift for that month.
7. The time in which to respond to a call for an Extra-Duty Board will be 15 minutes from the time the call is sent.
8. After an Extra-Duty Board is filled, the Watch Commander will notify all eligible officers that the Extra-Duty Board has been filled and by whom.
9. Once the initial 10 minutes has expired from the initial extra board alert and no officer has voluntarily signed up, the supervisor will then send a second alert stating "Second Request". Officers and Corporals who have already worked an extra board for that month are now eligible to work said extra board. In the event no Officer or Corporal responds to the Second Request" after 10 minutes, a Supervisor will send a third notification stating that the shift is "Open to all." At that time, a Police Sergeant may then volunteer to sign up for the shift.
10. Sergeants, Corporals, and Officers who receive a City cell phone should respond to all messages sent by City personnel within a reasonable period of time, except those related to Extra-Duty Board assignments. The only exception to this rule will be for general pages to all staff announcing extra boards as described in Section 19.C-6.
11. The Watch Commander Sergeant or Corporal can authorize Extra-Duty Board. Watch Commanders can utilize Extra-Duty Board in case of shift personnel illness and vacations. The Patrol Divisional Commander can authorize Extra-Duty Board assignments above, the minimum requirements as per Departmental/City needs.
12. For Extra-Duty Board, Police Officers and Police Corporals will be given a choice of pay at time and one-half or compensatory time at time and one-half. If a Police Officer or Police Corporal signs up to work on a holiday that falls on his day off, he will be paid time and one-half as any other day.
13. Police Officers and Police Corporals will be responsible for filling out a pay sheet, which must be approved by the Watch Commander.
14. The Extra-Duty Board will be utilized when a Watch Commander determines that he/she has less than adequate personnel on any given shift. The Division Commander or his/her designee shall have final authority in determining minimum staffing requirements. In administering this provision, the City shall consider officer safety.

15. The Chief of Police/Patrol Division Commander retains the right to order any Officer to work, per Departmental/City needs, regardless of whether or not an Officer is signed up on the Extra-Duty Board.

21. UNIVERSAL NOTIFICATION

- A. It is in the City's best interest to develop a means to contact all CPOA members in the case of events or circumstances occurring of such critical importance to the Department or to the security and safety of the community that it requires universal notification of sworn/non sworn personnel. At the Police Chief's discretion, CPOA members will be provided with a means of communication by which the Department can contact employees in case of such a need.
- B. CPOA members shall use reasonable diligence in establishing and maintaining contact with the Department and shall respond as requested within a reasonable amount of time to the Department's issuance of a universal notification.
- C. In the event of a universal notification, CPOA members shall respond through the Police Chief's Office or to his/her designated representative.

22. REST PERIODS AND MEAL BREAK

- A. Employees working "5/8" or "4/10" or "9/8" shifts will receive one (1) twenty (20) minute rest period and a forty (40) minute meal break without loss of pay. The timing of these rest periods and meal breaks shall be reasonably scheduled by the City in accordance with the requirements of the Department.
- B. Employees working a "3/12" work shift will receive one (1) 40 minute meal break and (2) twenty minute rest periods without loss of pay per work shift.

23. HOLIDAYS

- A. Employees shall receive 108 hours of paid leave in lieu of holidays annually for twelve months of service. Holiday time shall be credited in advance to all personnel on each subsequent July 1 during the term of this contract, and shall not be credited on a monthly basis.
- B. Not later than June 15th of each year, for the following fiscal year, employees provided with holiday time will provide the department written notice of their choice to cash-out up to 108 hours of current annual holiday

time at their straight time rate, and the number of hours they plan to use as time off. Hours chosen to be cashed-out will be cashed-out on November 30, or June 30, or a combination of the two dates. Once this choice has been made, it may not be changed by the employee, except in the case of unforeseen personal circumstances which must be approved by the Chief of Police. Hours designated to be used, but not actually used by the end of a fiscal year, may be carried over into the next fiscal year. However, in the next fiscal year the employee must designate for cash-out at least the same number of hours carried over. At no time would an employee accrue more than 108 holiday leave hours and 108 holiday cash-out hours. In recognition, and consistent with the PERS requirement to report compensation as earned, holiday time that is cashed out must be declared at the beginning of the fiscal year so that it can be reported to PERS at the rate of 4.5 hours per pay period over the course of the fiscal year if 108 hours are cashed out.

1. Unused Holiday Time without cash value that has been carried over from previous fiscal years may still be taken as time off only, provided it does not conflict with operational needs and/or create an overtime expense as determined by the Police Chief or designee.
- C. If an employee terminates employment with the City prior to June 30, any pro-rate holiday time cashed-out or used in excess of 9 hours per month will be deducted from his/her final paycheck. If an employee terminates employment prior to June 30, all unused holiday time earned that does not exceed 9 hours per month on a pro-rata basis will be cashed-out to the employee.
 - D. Every day appointed in writing by the President or the Governor for a public fast, thanksgiving or holiday on which both federal and state employees receive a paid holiday, provided that if it is not absolutely clear that the President or the Governor has appointed a national or statewide day for fast, thanksgiving or holiday, the City Council (pursuant to subdivision (n) of California Government Code Section 6700) shall make a final, binding and non-appealable decision as to whether City employees shall be granted a holiday.
 - E. If during the term of this agreement the City Council determines to add any additional City-wide paid holidays, the same shall be offered to this Association on the same terms and conditions.

24. MILITARY LEAVE

- A. Military leave shall be granted in accordance with the provisions of State law. All employees entitled to military leave shall give the City Manager

and/or the City Manager's authorized representative an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

- B. City employees will be paid their regular salary for the first 30 days of active duty within a fiscal year. Starting on the 31st day of active duty, employees will receive the difference between their military base pay and their City of Clovis pay. Military orders and wage statements will be required. See the Leave Guide for more details. CalPERS service credit will be determined in accordance with Government Code 20997 and CalPERS guidelines.
- C. The Association expressly reserves the right to challenge the legality of the City's policy on payment for military leave.

25. LEAVE OF ABSENCE WITHOUT PAY

- A. The City Manager may grant a permanent or probationary employee a leave of absence without pay or seniority for not to exceed three (3) months. Leaves of absence without pay may be extended at three (3) month intervals (up to a maximum of nine (9) month extension) upon the mutual agreement of the City, Association, and the employee involved. No such leave shall be granted except upon written request of the employee setting forth the reason for the request, and the approval will be in writing. Upon expiration of the regularly approved leave, or within a reasonable period of time after notice to return to duty, the employee may be reinstated in the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty shall be cause for discharge, in the discretion of the City Manager.
- B. The Department Head may grant a permanent or probationary employee a leave of absence without pay for not to exceed one (1) calendar week. Such leave shall be recorded on a Personnel Action form generated by the Police Department and approved by the City Manager.

26. BEREAVEMENT LEAVE

- A. An employee shall be entitled to forty (40) excused hours with pay in any one (1) calendar year to attend the funeral of any member of the employee's immediate family.
- B. For purposes of this Section, the term "immediate family" shall include the husband, wife, registered domestic partner, father/step, mother/step, brother/step, sister/step, child/step, grandparents, grandchildren,

mother/father in-laws, brother/sister in-laws and legal dependents of the employee or special circumstance deemed appropriate by the Chief of Police.

- C. The City will take all reasonable steps to accommodate an employee's work schedule so he/she may attend the funeral of an immediate family member.

27. JURY DUTY

Employees are encouraged to serve on jury duty. While so serving, they will still be paid by the City on the basis of a forty (40) hour week, at their normal rate of pay, on condition that any compensation (in excess of mileage expenses) received from the court be turned over to the City.

28. VACATION

- A. Employees in this Unit shall earn vacation credit on the following basis:

Years of Service	Accrual
1 through end of year 7	5 hours posted on each pay period to a maximum of 280 hours
8 through end of year 14	6 hours posted on each pay period to a maximum of 328 hours
15 through end of year 19	6.667 hours posted each pay period to a maximum of 360 hours
20 Years or more	8 hours posted on each pay period to a maximum of 360 hours

- B. The time at which the employee shall be granted a vacation is at the sole discretion of the Chief of Police or designee. The predominant factor to be considered is the City's needs.
- C. Vacations will be taken in accordance with Departmental seniority regardless of rank or job assignment.

29. DONATION OF LEAVE TIME

- A. A voluntary donation of vacation time or CTO time or personal leave time (i.e., floating holiday time) from one employee to another may be permitted for the purpose of providing a full-time employee with paid leave time for the care of themselves, or an immediate family member, who is suffering from a debilitating illness or injury as determined by a physician or other qualified health care provider. Employees may request a donation of vacation, CTO, or personal leave time from other employees under the following circumstances:

1. The employee requesting receipt of the donation of time must have less than eighty (80) cumulative hours accrued sick leave, vacation and /or CTO leave time at the time the request is made.

2. Donations of time shall be made in minimum donations of four (4) hour blocks of time.
3. Donation of leave time requests shall be processed through the Personnel/Risk Management Division and will be received for at least four weeks.
4. Donated hours shall be converted from the donor's hourly rate of pay to the recipient's rate of pay. All hours donated shall be converted to sick leave hours and credited to the recipient.
5. Donated hours are to be used by the employee when his/her sick leave is insufficient to maintain their pay and the reason for absence is consistent with the request for leave donation. The employee will not be required to use vacation, CTO or Holiday Time to maintain a paid status unless the donated hours have been exhausted. The employee may request a leave of absence without pay consistent with the applicable provision in the MOU to preserve paid leave balances. The granting of such a request is at the sole discretion of the City. An employee who is using donated hours to maintain their pay will not accrue sick time or vacation time.
6. Donations will be provided to the requesting employee in the order they are received for processing in any given period. As a result, all leave donations will be date stamped and numbered before processing. The donating employee will receive notice of the leave adjustment when processed.
7. If donations greater than the number of hours needed for the immediate pay period are received, they will be held by Personnel/Risk Management for the ensuing pay period(s) and processed at that time.
8. When the reason for requesting the donated hours no longer exists or if the donations received are greater than the amount of hours needed by the requesting employee, the hours donated but not used/processed will not be deducted from the donating employees leave balance except that donated hours will be used to ensure that employee requesting leave donations will be left with a cumulative balance of no less than 80 hours of vacation, CTO and sick leave to the extent that leave donations and normal accruals provide such a balance.
9. For the purposes of this Section, "immediate family" shall include the husband, wife, registered domestic partner, father/step, mother/step, brother/step, sister/step, child/step, grandparents, mother/father in-laws and legal dependents of the employee receiving the transfer of time.

10. Nothing in this section shall be construed to require donations of time to employees who request donations of leave time.
11. Employees wishing to donate vacation, CTO, or personal leave time to the receiving employee shall provide written authorization to the Personnel/Risk Management Division for the transfer of time. The written authorization shall indicate the donating employee's name, the number and type of hours to be donated, and the name of the receiving employee.

30. APPEALS AND GRIEVANCE PROCEDURES

RULES OF APPEAL TO PERSONNEL COMMISSION

SECTION 1. Right of Appeal – Grievances: Any bargaining unit employee in the competitive service shall have the right to submit a grievance to the Personnel Commission regarding the interpretation or alleged violation of the Personnel Ordinance or these Rules, except in instances where the right of appeal is specifically prohibited by the Personnel Ordinance or these Rules.

SECTION 1.2 Right of Appeal – Disciplinary Action: Any sworn employee shall have the right to appeal disciplinary action consistent with the Public Safety Officer Procedural Bill of Rights. Any non-sworn employee shall have the right to appeal disciplinary action (except where the disciplinary action is for five (5) days or less) consistent with the appeal process set forth in the Personnel Rules and Regulations.

SECTION 2. Method of Appeal: Appeal shall be in writing, subscribed by the appellant, and filed with the Personnel Officer, who shall, within five (5) days after receipt of the appeal, inform each member of the Personnel Board, the appointing power and such other persons or officers named or affected by the appeal of the filing of the appeal. The appeal shall be a written statement, addressed to the Personnel Board, explaining the matter appealed from the setting forth therein a statement of the action desired by the appellant, with his reasons therefor. The formality of a legal pleading is not required.

SECTION 3. Notice: Upon the filing of an appeal, the Personnel Officer shall set a date for hearing on the appeal not less than ten (10) days, or more than thirty (30) days from the date of filing. The Personnel Officer shall notify all interested parties of the date, time and place of the hearing at such places as the Personnel Board shall prescribe.

SECTION 4. Investigation: Upon the filing of an appeal, the Personnel Board may make such independent investigation of the matter as it may deem necessary. The result of such investigation shall be made a part of the record of the proceedings and the appellant shall have the right to have a reasonable time within which to

answer or to present evidence in opposition to the findings of this independent investigation.

SECTION 5. Hearing: The appellant shall appear personally, unless physically unable to do so, before the Personnel Board at the time and place of the hearings. He may be represented by any person or attorney as he may select and may at the hearing produce on his behalf relevant oral or documentary evidence. Appellant shall state his case first and, at the conclusion, opposition matter may then be presented. Rebuttal matter not repetitive may be allowed in the discretion of the Personnel Board. Cross-examination of witnesses shall be permitted. The conduct and decorum of the hearing shall be under the control of the Personnel Board by its Chairman, with due regard to the rights and privileges of the parties appearing before it. Hearings need not be conducted according to technical rules relating to evidence and witnesses. Hearings shall be open unless the appellant, in writing, requests a closed hearing.

SECTION 6. Findings and Recommendations: The Personnel Board shall, within ten (10) days after the conclusion of the hearing, certify its findings and decision in writing to the appellant and to the person, officer or body from whose action the appeal was taken. The person, officer or body from whose action the appeal was taken shall review the findings and recommendations of the Personnel Board and may then affirm, revoke or modify the action taken as, in its judgment, seems warranted, and the action taken shall be final. Any member of the Personnel Board may submit a minority or supplemental finding and recommendation. In case of suspension, discharge or demotion, the Personnel Board shall reinstate any employee to his former status if proof is made that the action was for political, religious or racial reasons.

The grievance mechanism is set forth in Personnel Rule XIII which reads as set forth below with the addition of the fact that a grievance shall be defined as a good faith complaint of one or a group of employees, or a dispute between the City and the Association involving the interpretation, application, or enforcement of the express terms of this MOU.

GRIEVANCE PROCEDURES

SECTION 1. Purpose of Rule:

- (a) To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
- (b) To afford employees individually or through qualified employee organizations a systematic means of obtaining further considerations of

problems after every reasonable effort has failed to resolve them through discussions.

- (c) To provide that grievances shall be settled as near as possible to the point of origin.
- (d) To provide that appeals shall be conducted as informally as possible.

SECTION 2. Matters Subject to Grievance Procedures: Any employee in the competitive service shall have the right to appeal, under this Rule, a decision affecting his employment over which his appointing power has partial or complete jurisdiction and for which appeal is not provided by other regulations or is not prohibited.

SECTION 3. Informal Grievance Procedures: An employee who has a problem or complaint shall first try to get it settled through discussion with his/her immediate supervisor within ten (10) days of the event being grieved, or within ten (10) days after the employee becomes aware of the event being grieved. Within ten (10) days after this discussion, if he/she does not believe the problem has been satisfactorily resolved, he/she shall have the right to discuss it with his supervisor's immediate superior, if any, in the administrative service. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the employee is not in agreement with the decision reached by discussion, he shall then have the right to file a formal appeal in writing within ten (10) calendar days after receiving the informal decision of his immediate superior. An informal appeal shall not be taken above the appointing power.

SECTION 4. Formal Grievance Procedure:

- (a) **First Level of Review:** The appeal shall be presented in writing to the employee's immediate supervisor, who shall render his decision and comments in writing and return them to the employee within fifteen (15) calendar days after receiving the appeal. If the employee does not agree with his supervisor's decision, or if no answer has been received within fifteen (15) calendar days, the employee may present the appeal in writing to his supervisor's immediate superior. Failure of the employee to take further action within ten (10) calendar days after receipt of the written decision of his supervisor, or within a total of twenty-five (25) calendar days if no decision is rendered, will constitute a dropping of the appeal.
- (b) **Further Level of Review as Appropriate:** The supervisor receiving the appeal shall review it, render his decision and comments in writing, and return them to the employee with fifteen (15) calendar days after receiving the appeal. If the employee does not agree with the decision, or if no answer has been received within fifteen (15) calendar days, he may present the appeal in writing to the department head. Failure of the employee to take further action within ten (10) calendar days after receipt of the decision,

or within a total of twenty-five (25) calendar days if not decision is rendered, will constitute a dropping of the appeal.

- (c) **Department Review:** The department head receiving the appeal of his designated representative, should discuss the grievance with the employee, his representative, if any, and with other appropriate persons. The department head shall render his decision and comments in writing, and return them to the employee within fifteen (15) calendar days after receiving the appeal. If the employee does not agree with the decision reached, or if no answer had been receive within fifteen (15) calendar days, he may present the appeal in writing to the appointing power. Failure of the employee to take further action within ten (10) calendar days after receipt of the decision, or within a total of twenty-five (25) calendar days if no decision is rendered, will constitute a dropping of the appeal.
- (d) **Appointing Power:** The appointing power receiving the appeal or his designated representative, should discuss the grievance with the employee, his representative, if any, and with other appropriate persons. The appointing power may designate a fact finding committee, officer not in the normal line of supervision, or Personnel Board to advise him concerning the appeal. The appointing power shall render a decision in writing to the employee within twenty (20) calendar days after receiving the appeal.

SECTION 5. Conduct of Grievance Procedure:

- (a) The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.
- (b) The employee may request the assistance of another person of his own choosing in preparing and presenting his appeal at any level of review.
- (c) The employee and his representative may be privileged to use a reasonable amount of work time as determined by the appropriate department head in conferring about and presenting the appeal.
- (d) Employee shall be assured freedom from reprisal for using the grievance procedures.

31. TUITION REIMBURSEMENT

The City shall reimburse employees in the Unit for the cost of tuition, required fees (such as a health fee), required textbooks or e-books, for job-related courses leading to a college degree. To be eligible for reimbursement, the course must be related to job duties or related to a position to which an employee might reasonably aspire.

The maximum reimbursement rate will be calculated September 1 of each year as the total of eight (8) semesters full-time undergraduate tuition, including required fees, at California State University Fresno. A total of \$2,000 for required textbooks or e-books will be added to the tuition fees noted above for a grand total maximum reimbursement. Expenses for courses which began prior to July 1, 2019 will not be included in the maximum lifetime allocation.

Reimbursement under this Section shall be made under the following conditions:

- A. Employees must have completed their initial probationary period with the City.
- B. By February 28 of each year, employees must submit a written request to participate in the Educational Incentive Program including an estimate of costs to be incurred during the following fiscal year.
- C. Course work must be for an accredited college or university degree program, and have the prior approval of the Department Head. Accreditation shall be through the U.S. Department of Education unless otherwise approved by the Department Head.
- D. An employee will be eligible for reimbursement of approved expenses for either an Associates, or Bachelor's degree. Employees approved by the department head for a Master's degree program prior to March 1, 2022 may utilize this tuition reimbursement for the completion of the approved Master's degree. Fees for any combination of these degrees may be reimbursed as long as they do not exceed the employee's maximum allocation for the Educational Incentive Program.
- E. Course work must be work-related and determined by the Department Head to be of benefit to the City. Required course work as part of an approved undergraduate or master's degree program is eligible for reimbursement.
- F. Reimbursement of approved course work and related expenses shall be contingent upon the attainment of a letter grade of "C" or better, or "Pass" in a course with Pass/Fail grading. Reimbursement shall be made after the employee submits expense receipts and proof of letter grade.
- G. Fees not required for enrollment such as parking, graduation related expenses, or travel will not be reimbursed.
- H. All courses for which reimbursement is sought shall be taken while off duty and not in paid status.

32. PROFESSIONAL DEVELOPMENT PROGRAM

- A. Purpose. The purpose of the City of Clovis Police Department Professional Development Program is to increase and maintain high levels of professionalism among Police Officers in order to attain a superior quality of Police service for the community and to better equip individual Police Officers for handling complex and difficult social and community problems characteristic of modern society. Thus, the program is intended more effectively to prepare both new recruits and experienced officers to cope with the changing role of the Police Officer in today's community through broadening his/her educational background and exposure. Commencing with the term of this agreement, progression through the steps of this program, as described in detail below, is graphically illustrated by the chart attached to this MOU.
- B. General Provisions. Upon receiving a degree and/or an appropriate level certificate issued by the California Commission on Peace Officers' Standards and Training (POST), a salary increase based on the attached schedule will be permanently added to the Officer's base pay. In order to receive the Educational Incentive, an officer must have satisfactorily completed appropriate course requirements with a grade average of "C" or better.
- C. Eligibility Requirements. To be eligible for participation in the program, Police Officers must have met the following requirements.
1. Each officer must have satisfactorily completed the entry-level probationary period and have attained regular status; provided, two (2) years of service shall be the maximum wait for eligibility. However, lateral officers with a minimum of 2 years of experience will be considered eligible upon satisfactory completion of the FTO program.
 2. Each Police Officer must be classified as Police Officer, Police Corporal or Police Sergeant.
 3. Each Police Officer who plans to participate in the program must advise the Personnel Officer, through the Chief of Police, on the appropriate forms.
 4. The Police Officer must have received a degree from an accredited college or university and have been in a program which leads to an Associate or Bachelor's degree in a subject area approved by the Police Chief and City Manager.
 5. Program Incentive. Upon completion of each degree level requirement and/or the required POST Certificate and submittal of the necessary forms,

the appropriate salary incentive will be added to the permanent base pay for the Officer as follows:

Educational Requirement	Increase
Associates Degree AND Intermediate POST Certificate, OR Advanced POST Certificate (no degree required) OR Bachelors Degree (no POST certificate required)	5.0%
Bachelors Degree AND Advanced POST Certificate	9.0%

6. The incentive pays specified above do not compound.

7. Responsibilities and Duties: Officer's Responsibilities: Each Officer participating in the program is responsible for informing the Chief of Police and the City Manager or the City Manager's authorized representative of his degrees and/or certificates from POST. Officers are responsible to handle all matters pertaining to the college or university and are required to have academic transcripts and records of achievement submitted through the Police Chief. Keeping in mind that the purpose of the program is to encourage the professional development of the Clovis Police Department, through attainment of higher education, each Officer participating in the program should commit himself to work as quickly as feasible toward completion of the requirements of the degree sought.

D. Sherman Block Supervisory Leadership Institute Certification. Sergeants who complete the Sherman Leadership Institute Certification shall receive \$100.00 per month added to their permanent base salary.

E. Master Instructor Development Program Certification. Sworn personnel who complete the Master Officer Certification shall receive \$100 per month added to their permanent base salary.

33. ASSOCIATION TIME BANK

A. Employees shall donate four (4) hours of vacation time each year to the Association Time Bank. The hours donated to the Time Bank shall be donated on January 1 of each year. These hours may be utilized by Clovis Police Officers Association (Association) members to attend to Association business and educational activities. The City Finance Department will maintain records of all hours donated annually to the Time Bank. Upon request, the City Finance Department will provide the Association with

quarterly information regarding the available balance in the Time Bank and hours utilized.

- B. The Association President shall authorize the use of Time Bank hours for the members of the Association. Hours utilized under this section shall be in minimum amounts of four (4) hour increments. For scheduled trainings, schools, etc., the Association President shall provide the Police Chief or his/her designate with a minimum of fourteen (14) days notice prior to requesting the use of Time Bank hours. The use of Time Bank hours shall be subject to the approval of the Police Chief or his/her designate.
- C. The Association agrees to indemnify and hold harmless the City of Clovis, its officers, employees and volunteers from any claims or liability arising from the use of the Time Bank, including any legal or other actions taken to protest the application of this provision. It is agreed that Association personnel utilizing Time Bank hours shall be representing the Association and not the City of Clovis during the time that Time Bank hours are being utilized. It is further understood that the use of Time Bank hours shall not constitute "time worked" for the purposes of computing overtime or any other payroll or employee benefit, including workers' compensation benefits.
- D. No one Association member, except the Association President, may use more than 500 hours. This condition shall be applicable during any January to January period. The parties agree that effective July 1, 2022, the Association President shall be released on a paid, part-time basis for purposes of conducting Police Officer Association business. The parties further agree that the Association President shall be paid through the utilization of the Association's time bank of leave hours.

The Association President will be allocated 100 hours per six month sign-up rotation to conduct association business. The President shall select dates during the six-month sign-up, in the first rotation group along with specialty units. Association business days will not count towards the Association President's scheduled vacation days or CTO days. Time off may be denied or rescheduled by department management based upon the immediate needs of the department. Additional time off for association business will be considered by the Association President's immediate supervisor.

34. TATTOOS, BODY PIERCING, ORNAMENTAL DENTAL ART AND BODY ART

- A. Tattoos, Ultra-Violet (UV) Tattoos, Brandings Ornamental Dental Art and Body Art: Department personnel shall not, while on duty, display any tattoos, UV tattoos (tattoos visible under UV lighting), brandings,

ornamental dental art or other body art. Visible tattoos, brandings and other body art shall be covered when wearing a uniform. Tattoos on the head, hands, neck and face are expressly prohibited.

- B. Body Piercing: Except for earrings worn by female employees, no body piercings with ornamentation shall be visible, to include the face, nose and tongue, while any member is on duty or representing the Department in any official capacity.
- C. Employees hired prior to July 1, 2008, with tattoos, branding and/or body art visible while in uniform will be allowed to wear an unmodified uniform. Employees will not be allowed to add any other visible tattoos, branding or body art after adoption of this agreement.
- D. Exception: Sworn officers working in an undercover assignment may be exempted from this policy by the Chief of Police.

35. SHIFT TRADES AND SUBSTITUTIONS

- A. Employees in the same classification may voluntarily trade shifts with the written approval of the Department with the understanding that the traded hours worked will not result in any additional overtime other than what would have been paid for scheduled hours without substitution.
- B. Employees in the same classification may voluntarily substitute for one another with the express written approval of the Department. Employees requesting the substitution will request a transfer of leave hours (holiday, vacation or CTO) from their balances to the employee who has voluntarily agreed to work the shift. The number of hours transferred will be equal to the number of hours scheduled for the shift. Any hours worked beyond the scheduled shift will be paid in accordance with Article 10.

36. SHIFT DIFFERENTIAL

Graveyard Shift – Officers not on probation and any Corporal or Sergeant working as a uniformed Officer assigned to a Watch 3 or Watch 6 shift (between the hours of 2030-0630 and 1800-0630) shall be paid, in addition to the basic compensation a three percent (3%) premium for all regularly scheduled hours on that shift [(i.e. maximum number of either ten (10) or twelve and one half (12.5) hours (depending on regular shift)].

The following terms and conditions also apply:

1. There shall be no shift premium paid when the employee is not actually working the Watch 3 or Watch 6 shift (e.g., employee is scheduled to work another shift or is off work on paid or unpaid time).

2. Any Officer (e.g. working Watch 1 ,2, or 4) who works overtime hours in the Watch 3 or Watch 6 shift shall not be eligible to receive shift premium.
3. Whenever employees regularly scheduled to a Watch 1, 2, or 4 shift are required to perform overtime work before or beyond the end of their regularly scheduled shift, they shall not receive premium for any overtime hours worked that occur outside of their normal assigned shift.
4. Any officer who is temporarily assigned to the Watch 3 or 6 shift or any Watch 3 or 6 Officer who is required to work an extra Watch 3 or 6 shift shall be paid the 3% shift premium. The shift differential will be used in determining cash payment, if any, for overtime hours worked.

37. REINSTATEMENT

- A. An employee who has separated from the City of Clovis in good standing from a position in which regular status was held, may, within one year of separation, request reinstatement to a vacant position within the bargaining unit.
- B. The employee requesting reinstatement must meet all qualifications of the position.
- C. Reinstatement is not guaranteed and is at the sole discretion of the Chief of Police.
- D. In the event an employee is reinstated within the one-year period, prior years of service with the City of Clovis will be counted toward vacation accrual.
- E. Officers who have been reinstated within the one year period will retain their department seniority to the day at which they separated employment.

38. SENIORITY

In the event two or more sworn employees are hired on the same date, seniority will be as follows:

1. A cadet or trainee sponsored by or currently employed with the City of Clovis.
 - a. The cadet or trainee who applied for the position at the earliest date and time will be considered most senior, with subsequent applications in order thereafter.
2. A Lateral Officer.

- a. The lateral officer who applied for the position at the earliest date and time will be considered most senior, with subsequent applications in order thereafter.
3. A Recruit Officer.
- a. The recruit who applied for the position at the earliest date and time will be considered most senior, with subsequent applications in order thereafter.

39. SOLE AGREEMENT

- A. The policies collected in this MOU constitute the entirety of the policies which are subject to the meet and confer obligation as agreed to by the parties. To the extent that any other agreement should be in conflict with these policies.
- B. If, during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of the MOU in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the City and the Association. Any such changes validly made shall become a part of this MOU and subject to its terms.
- C. The waiver of any breach or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.
- D. In the event that any of the policies contained in this MOU should be declared by a court of competent jurisdiction to be unenforceable or illegal, that policy or set of policies shall be declared void. However, this action shall in no way invalidate the remaining policies contained in this MOU. Should a policy within the MOU become void as outlined above, either the City or the Association may institute the meet and confer process in regard to instituting a substitute item.

40. FULL UNDERSTANDING, MODIFICATION AND WAIVER

- A. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any and all prior or existing Memoranda of Understanding, Understandings, and Agreements regarding the matters set forth herein, whether formal or informal, are hereby superseded and terminated in their entirety.
- B. Existing practices and / or benefits which have a direct effect on employee wages, hours and other terms and conditions of employment which are

not referenced in the Agreement shall continue without change unless modified or abolished by mutual agreement of the parties. The parties understand and agree that the provisions of mutual agreement shall not apply to issues of employment unless it can be shown that they affect wages, hours or other terms and conditions of employment. The parties also understand and agree that management trials, test cases, pilot projects or programs, individual or small group practices, or sporadic practices are not considered past practices.

C. Nothing in this Agreement shall preclude the parties from mutually agreeing to meet and confer on any subject within the scope of representation during the term of this Agreement.

41. TERM OF MEMORANDUM

The provisions of this MOU shall be effective for the period of July 1, 2022 through and inclusive of June 30, 2025. The provisions of this MOU shall not, however, take effect until ratified by both the City Council of the City of Clovis and the general membership of the bargaining unit.

The Association membership has ratified the contents of this MOU, by their affirmative vote, on or about June 17, 2022.

The Clovis City Council ratified the contents of this MOU, by their affirmative vote, on June 20, 2022.

* * * * *

For the City of Clovis

For the Clovis Police Officers' Association

By: _____
John Holt, City Manager

By: _____
Jordan Hunter, CPOA President

By: _____
Shonna Halterman, Lead City Negotiator

By: _____
Marcus Burks, CPOA Negotiator

By: _____
Lori Shively, City Negotiator

By: _____
Joshua Faith, CPOA Negotiator

By: _____

By: _____

Jorge Gomez, City Negotiator

Tony Silva, Attorney for CPOA

By: _____
Mary Lerner, Attorney for City

ATTEST: _____ Date: _____
Karey Cha, City Clerk

**Side Letter Agreement between the City of Clovis
and Clovis Police Officers Association (CPOA)**

COVID Premium Pay

As an acknowledgement for employees who worked during the City of Clovis declared COVID-19 emergency order from March 16, 2020 through March 14, 2022, the City will provide COVID Premium Pay as follows:

- A. For the time period from March 16, 2020 through March 15, 2021, Employees will receive up to \$2,000, prorated to be equivalent to their actual regular hours worked, not including overtime. Regular hours is defined as hours calculated on the employee’s timesheet in payroll codes: 3001, 3003, 3005, and 3159.
- B. For the time period from March 16, 2021 through March 14, 2022, Employees will receive up to \$2,000, prorated to be equivalent to their actual regular hours worked, not including overtime. Regular hours is defined as hours calculated on the employee’s timesheet in payroll codes: 3001, 3003, 3005, and 3159.

The COVID Premium Pay, as described A and B above, will be paid to only current employees, and payment will be made in one lump sum within 30 days following bargaining unit ratification and City Council approval of a new three-year MOU with a term of July 1, 2022 through June 30, 2025. “Current employee” is defined as an active employee of the City of Clovis on the day this side letter is approved by City Council.

Employees may voluntarily choose to divert some or all of the COVID Premium Pay funds into their Deferred Compensation 457 plan with the following requirements:

- The employee’s 457 plan contributions must be below the annual cap (including both City and employee contributions).
- No later than one full pay period prior to the COVID Premium Pay cash out, the employee must complete a form in Personnel changing the amount of deferred comp contribution.
- No later than the date of the COVID Premium Pay cash out, the employee must complete another form in Personnel returning their deductions to their prior level for following pay periods.

Any funds paid directly to employees will be subject to standard payroll deductions.

For the City of Clovis:

For CPOA:

Shonna Halterman, Lead City Negotiator

Jordan Hunter, CPOA President

Lori Shively, City Negotiator

Marcus Burks, CPOA Negotiator

Jorge Gomez, City Negotiator

Josh Faith, CPOA Negotiator

Mary Lerner, Attorney for City of Clovis

Tony Silva, Attorney for CPOA

Attest: _____
Karey Cha, City Clerk

Date: _____

Side Letter Agreement to the 202-2025 Memorandum of Understanding Between the City of Clovis and CPOA

The City of Clovis and the Clovis Police Officers Association mutually agree to this side letter. The agreements in this side letter will not be incorporated into the Memorandum of Understanding between the City of Clovis and CPOA (“MOU”), nor shall the contents of this Side Letter be used as an argument that any of the terms and conditions of employment of the 2022-2025 MOU have been changed.

Lateral Police Officers

During the term of the 2022-2025 MOU, a lateral police officer candidate who has a minimum of two (2) or more years of sworn law enforcement experience and who is hired by the City of Clovis following the standard application process, background and medical evaluations will receive the following bonuses provided the below criteria is also met:

- \$2,500 upon hire
- an additional \$2,500 after successful completion of FTO
- an additional \$2,500 upon successful completion of probation
- an additional \$2,500 upon successful completion of second full year of service.

A lateral officer is not eligible to receive any of the above bonuses in the event the lateral officer leaves or is separated from employment with the City for any reason prior to reaching the required milestone.

A former City of Clovis sworn Police Officer who is rehired following separation of employment with the City of Clovis will not be eligible for the bonus until five years have passed since the officer left employment with the City of Clovis.

Police Officer Recruits

During the term of the MOU, a police officer recruit who is hired by the City of Clovis following the standard application process, background and medical evaluations will receive the following bonuses provided the below criteria is also met:

- \$2,500 upon hire
- an additional \$2,500 after completing FTO
- an additional \$2,500 upon successful completion of probation as a police officer
- an additional \$2,500 upon successful completion of third full year of service.

A recruit whose first interaction with the City was as a police trainee and was promised certain bonuses at the time of appointment as a trainee, either by contract or other means, will not be entitled to the above bonuses. Additionally, a recruit is not eligible to receive any of the above bonuses in the event the recruit leaves or is separated from employment with the City for any reason prior to reaching the required milestone.

For the CITY:

For the ASSOCIATION:

John Holt, City Manager

Jordan Hunter, CPOA President

Date: _____

Date: _____

ATTEST: _____
Karey Cha, City Clerk

DATE: _____

Side Letter Agreement to the 2022-2025 Memorandum of Understanding Between the City of Clovis and CPOA

Lateral Police Officers

During the term of the 2022-2025 MOU between the City of Clovis and CPOA, lateral police officer candidates who have a minimum of five (5) or more years of sworn law enforcement experience will receive the following:

Received upon hire:

- 40 hours of sick leave
- 40 hours of no-cash-value compensation leave time
- Credit for time served at former agency(ies) toward Years of Service accrual for vacation time. Credited time is calculated per complete month at former employer. Per the CPOA MOU, vacation increases as per the following:

<u>Years of Service</u>	<u>Accrual</u>
1 through end of year 7	5 hours posted on each pay period to a maximum of 280 hours
8 through end of year 14	6 hours posted on each pay period to a maximum of 328 hours
15 through end of year 19	6.667 hours posted each pay period to a maximum of 360 hours
20 Years or more	8 hours posted on each pay period to a maximum of 360 hours

Received upon successful completion of the Field Training Program:

- 40 hours of sick leave
- 40 hours of no-cash-value compensation leave time

In the event a lateral officer leaves employment with the City for any reason prior to completing their probation period, the sick leave and compensation leave time provided above shall have no cash-out value.

A former City of Clovis sworn Police Officer who is rehired following separation of employment with the City of Clovis will not be eligible for the bonus until five years have passed since the officer left employment with the City of Clovis.

For the CITY:

For the ASSOCIATION:

John Holt, City Manager

Jordan Hunter, CPOA President

Date: _____

Date: _____

ATTEST: _____
Karey Cha, City Clerk

DATE: _____

CITY OF CLOVIS

CPOA - Monthly Salary Schedule - July 1, 2022

Revised 07/1/22

5% Wage Increase plus (6.06% Equity Police Officer, 5.50% Compaction Corporal, 2.51% Equity Sergeant)

Code	Position	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
4025	Police Officer (Trainee)	100	4,283	4,497	4,722	4,958	5,206
4050	Police Officer (Recruit)	250	6,491	6,816	7,157	7,515	7,891
4125	Police Officer (Base)	300	7,793	8,183	8,592	9,022	9,473
4175	Police Officer (5.0%) Ed Inc		8,183	8,592	9,022	9,473	9,947
	AP or AA-AS/IP	CDH 1121	390.00	409.00	430.00	451.00	474.00
	BA-BS	PP	195.00	204.50	215.00	225.50	237.00
4180	Police Officer (9.0%) Ed Inc		8,494	8,919	9,365	9,834	10,326
	AP or	CDH 1122	701.00	736.00	773.00	812.00	853.00
	BA-BS/AP	PP	350.50	368.00	386.50	406.00	426.50
4225	Police Corporal (Base)	350	8,752	9,190	9,650	10,133	10,640
4275	Police Corporal (5.0%) Ed Inc		9,190	9,650	10,133	10,640	11,172
	AP or AA-AS/IP	CDH 1121	438.00	460.00	483.00	507.00	532.00
	BA-BS	PP	219.00	230.00	241.50	253.50	266.00
4280	Police Corporal (9.0%) Ed Inc		9,540	10,017	10,519	11,045	11,598
	AP or	CDH 1122	788.00	827.00	869.00	912.00	958.00
	BA-BS/AP	PP	394.00	413.50	434.50	456.00	479.00
4325	Police Sergeant (Base)	400	9,817	10,308	10,823	11,364	11,932
4375	Police Sergeant (5.0%) Ed Inc		10,308	10,823	11,364	11,932	12,529
	AP or AA-AS/IP	CDH 1121	491.00	515.00	541.00	568.00	597.00
	BA-BS	PP	245.50	257.50	270.50	284.00	298.50
4380	Police Sergeant (9.0%) Ed Inc		10,701	11,236	11,797	12,387	13,006
	AP or	CDH 1122	884.00	928.00	974.00	1,023.00	1,074.00
	BA-BS/AP	PP	442.00	464.00	487.00	511.50	537.00

Attachment 1A-2

Code
 Trainees as
PERS MISC

CITY OF CLOVIS

CPOA - Monthly Salary Schedule - July 1, 2022

Revised 07/1/22

5% Wage Increase plus (6.06% Equity Police Officer, 5.50% Compaction Corporal, 2.51% Equity Sergeant)

Code	Position	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
4025	Police Officer (Trainee)	100	24.71	25.94	27.24	28.60	30.03
4050	Police Officer (Recruit)	250	37.45	39.32	41.29	43.36	45.53
4125	Police Officer (Base)	300	44.96	47.21	49.57	52.05	54.65
4175	Police Officer (5.0%) Ed Inc		47.21	49.57	52.05	54.65	57.39
	AP or AA-AS/IP						
	BA-BS						
4180	Police Officer (9.0%) Ed Inc		49.00	51.46	54.03	56.73	59.57
	AP or						
	BA-BS/AP						
4225	Police Corporal (Base)	350	50.49	53.02	55.67	58.46	61.38
4275	Police Corporal (5.0%) Ed Inc		53.02	55.67	58.46	61.38	64.45
	AP or AA-AS/IP						
	BA-BS						
4280	Police Corporal (9.0%) Ed Inc		55.04	57.79	60.69	63.72	66.91
	AP or						
	BA-BS/AP						
4325	Police Sergeant (Base)	400	56.64	59.47	62.44	65.56	68.84
4375	Police Sergeant (5.0%) Ed Inc		59.47	62.44	65.56	68.84	72.28
	AP or AA-AS/IP						
	BA-BS						
4380	Police Sergeant (9.0%) Ed Inc		61.74	64.82	68.06	71.46	75.03
	AP or						
	BA-BS/AP						

CITY OF CLOVIS

CPOA - Monthly Salary Schedule - July 1, 2023

Revised 07/1/22

3% Wage Increase

Code	Position	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
4025	Police Officer (Trainee)	100	4,411	4,632	4,864	5,107	5,362
4050	Police Officer (Recruit)	250	6,686	7,020	7,371	7,740	8,127
4125	Police Officer (Base)	300	8,027	8,428	8,849	9,291	9,756
4175	Police Officer (5.0%) Ed Inc		8,428	8,849	9,291	9,756	10,244
	AP or AA-AS/IP	CDH 1121	401.00	421.00	442.00	465.00	488.00
	BA-BS	PP	200.50	210.50	221.00	232.50	244.00
4180	Police Officer (9.0%) Ed Inc		8,749	9,187	9,645	10,127	10,634
	AP or	CDH 1122	722.00	759.00	796.00	836.00	878.00
	BA-BS/AP	PP	361.00	379.50	398.00	418.00	439.00
4225	Police Corporal (Base)	350	9,015	9,466	9,939	10,436	10,958
4275	Police Corporal (5.0%) Ed Inc		9,466	9,939	10,436	10,958	11,506
	AP or AA-AS/IP	CDH 1121	451.00	473.00	497.00	522.00	548.00
	BA-BS	PP	225.50	236.50	248.50	261.00	274.00
4280	Police Corporal (9.0%) Ed Inc		9,826	10,318	10,834	11,375	11,944
	AP or	CDH 1122	811.00	852.00	895.00	939.00	986.00
	BA-BS/AP	PP	405.50	426.00	447.50	469.50	493.00
4325	Police Sergeant (Base)	400	10,112	10,618	11,149	11,706	12,291
4375	Police Sergeant (5.0%) Ed Inc		10,618	11,149	11,706	12,291	12,906
	AP or AA-AS/IP	CDH 1121	506.00	531.00	557.00	585.00	615.00
	BA-BS	PP	253.00	265.50	278.50	292.50	307.50
4380	Police Sergeant (9.0%) Ed Inc		11,022	11,574	12,152	12,760	13,397
	AP or	CDH 1122	910.00	956.00	1,003.00	1,054.00	1,106.00
	BA-BS/AP	PP	455.00	478.00	501.50	527.00	553.00

CITY OF CLOVIS

CPOA - Monthly Salary Schedule - July 1, 2023

Revised 07/1/22

3% Wage Increase

Code	Position	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
4025	Police Officer (Trainee)	100	25.45	26.72	28.06	29.46	30.93
4050	Police Officer (Recruit)	250	38.57	40.50	42.53	44.65	46.89
4125	Police Officer (Base)	300	46.31	48.62	51.05	53.60	56.28
4175	Police Officer (5.0%) Ed Inc		48.62	51.05	53.60	56.28	59.10
	AP or AA-AS/IP						
	BA-BS						
4180	Police Officer (9.0%) Ed Inc		50.48	53.00	55.64	58.43	61.35
	AP or						
	BA-BS/AP						
4225	Police Corporal (Base)	350	52.01	54.61	57.34	60.21	63.22
4275	Police Corporal (5.0%) Ed Inc		54.61	57.34	60.21	63.22	66.38
	AP or AA-AS/IP						
	BA-BS						
4280	Police Corporal (9.0%) Ed Inc		56.69	59.53	62.50	65.63	68.91
	AP or						
	BA-BS/AP						
4325	Police Sergeant (Base)	400	58.34	61.26	64.32	67.53	70.91
4375	Police Sergeant (5.0%) Ed Inc		61.26	64.32	67.53	70.91	74.46
	AP or AA-AS/IP						
	BA-BS						
4380	Police Sergeant (9.0%) Ed Inc		63.59	66.77	70.11	73.62	77.29
	AP or						
	BA-BS/AP						

CITY OF CLOVIS

CPOA - Monthly Salary Schedule - July 1, 2024

Revised 07/1/22

3% Wage Increase

Code	Position	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
4025	Police Officer (Trainee)	100	4,543	4,770	5,009	5,259	5,522
4050	Police Officer (Recruit)	250	6,887	7,231	7,593	7,973	8,372
4125	Police Officer (Base)	300	8,268	8,681	9,115	9,571	10,050
4175	Police Officer (5.0%) Ed Inc		8,681	9,115	9,571	10,050	10,553
	AP or AA-AS/IP	CDH 1121	413.00	434.00	456.00	479.00	503.00
	BA-BS	PP	206.50	217.00	228.00	239.50	251.50
4180	Police Officer (9.0%) Ed Inc		9,012	9,462	9,935	10,432	10,955
	AP or	CDH 1122	744.00	781.00	820.00	861.00	905.00
	BA-BS/AP	PP	372.00	390.50	410.00	430.50	452.50
4225	Police Corporal (Base)	350	9,285	9,749	10,236	10,748	11,285
4275	Police Corporal (5.0%) Ed Inc		9,749	10,236	10,748	11,285	11,849
	AP or AA-AS/IP	CDH 1121	464.00	487.00	512.00	537.00	564.00
	BA-BS	PP	232.00	243.50	256.00	268.50	282.00
4280	Police Corporal (9.0%) Ed Inc		10,121	10,626	11,157	11,715	12,301
	AP or	CDH 1122	836.00	877.00	921.00	967.00	1,016.00
	BA-BS/AP	PP	418.00	438.50	460.50	483.50	508.00
4325	Police Sergeant (Base)	400	10,415	10,936	11,483	12,057	12,660
4375	Police Sergeant (5.0%) Ed Inc		10,936	11,483	12,057	12,660	13,293
	AP or AA-AS/IP	CDH 1121	521.00	547.00	574.00	603.00	633.00
	BA-BS	PP	260.50	273.50	287.00	301.50	316.50
4380	Police Sergeant (9.0%) Ed Inc		11,352	11,920	12,516	13,142	13,799
	AP or	CDH 1122	937.00	984.00	1,033.00	1,085.00	1,139.00
	BA-BS/AP	PP	468.50	492.00	516.50	542.50	569.50

CITY OF CLOVIS

CPOA - Monthly Salary Schedule - July 1, 2024

Revised 07/1/22

3% Wage Increase

Code	Position	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
4025	Police Officer (Trainee)	100	26.21	27.52	28.90	30.34	31.86
4050	Police Officer (Recruit)	250	39.73	41.72	43.81	46.00	48.30
4125	Police Officer (Base)	300	47.70	50.08	52.59	55.22	57.98
4175	Police Officer (5.0%) Ed Inc		50.08	52.59	55.22	57.98	60.88
	AP or AA-AS/IP						
	BA-BS						
4180	Police Officer (9.0%) Ed Inc		51.99	54.59	57.32	60.18	63.20
	AP or						
	BA-BS/AP						
4225	Police Corporal (Base)	350	53.57	56.24	59.05	62.01	65.11
4275	Police Corporal (5.0%) Ed Inc		56.24	59.05	62.01	65.11	68.36
	AP or AA-AS/IP						
	BA-BS						
4280	Police Corporal (9.0%) Ed Inc		58.39	61.30	64.37	67.59	70.97
	AP or						
	BA-BS/AP						
4325	Police Sergeant (Base)	400	60.09	63.09	66.25	69.56	73.04
4375	Police Sergeant (5.0%) Ed Inc		63.09	66.25	69.56	73.04	76.69
	AP or AA-AS/IP						
	BA-BS						
4380	Police Sergeant (9.0%) Ed Inc		65.49	68.77	72.21	75.82	79.61
	AP or						
	BA-BS/AP						



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: June 20, 2022

SUBJECT: General Services - Approval – Res. 22-____, Adopting the FY2022- 2023 Consolidated Transportation Service Agency (CTSA) Operations and Program Budget for Roundup Transit Services.

ATTACHMENTS: 1. Resolution 22-____
2. FY 2022-2023 CTSA OPB

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the City Council to approve a resolution adopting the FY2022-2023 Consolidated Transportation Service Agency (CTSA) Operations and Program Budget for Roundup Transit.

EXECUTIVE SUMMARY

The CTSA Operations and Program Budget (OPB) is a planning document required to maintain compliance with Public Utilities Code regulations to secure Transportation Development Act (TDA) funds for designated Consolidated Transportation Service Agencies. The document is revised annually as required.

BACKGROUND

The CTSA Operations and Program Budget (OPB) for the Clovis Urban Area, Fresno Metropolitan Area, Rural Fresno County, and the City of Clovis has been developed in cooperation with the Fresno Council of Governments (FCOG). The OPB is intended to serve the following purposes:

1. Provide a program of operations, including an implementation schedule for new or modified services, and a program budget for the Clovis CTSA coordinated and consolidated social service transportation services for the program year beginning July 1, 2022, through June 30, 2023.
2. Serve as a resource document for local elected officials, social service agencies, and citizens.

3. Demonstrate the CTSA's compliance with Section 99275.5 of the Public Utilities Code concerning Transportation Development Act (TDA) Local Transportation Fund (LTF) Article 4.5 claim evaluation criteria and required findings, and with the Fresno Council of Governments Assembly Bill 120 Action Plan.
4. Document efforts to improve coordination and consolidation of social services transportation services in order to meet state regulations.

Transportation Development Act (TDA) regulations require the Council to adopt the document by Resolution. The CTSA budget has been prepared in accordance with the City's proposed FY 2022-2023 budget. The Clovis section of the CTSA document is written to be a stand-alone document for specialized transportation for the elderly and disabled citizens of Clovis and is consistent with the Americans with Disabilities Act of 1995 (ADA) Paratransit Implementation Plan, 1196 and 1197 Updated Plan.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

As a designated CTSA, the City of Clovis is required to prepare the OPB annually to comply with Section 99275.5 of the Public Utilities Code concerning the Transportation Development Act (TDA) Local Transportation Funds (LTF) Article 4.5 claim criteria and required productivity findings.

ACTIONS FOLLOWING APPROVAL

Include Resolution 22-___ in the Clovis Section of the CTSA document and file document with the Fresno Council of Governments.

Prepared by: Amy Hance, General Services Manager

Reviewed by: City Manager *AH*

RESOLUTION 22-____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING THE ADOPTION OF THE CTSA’S OPERATIONS AND PROGRAM BUDGET
FOR CLOVIS TRANSIT ROUNDUP SERVICES

WHEREAS, the Fresno Council of Governments (FCOG) has separately designated the Clovis Transit Roundup Service as a Consolidated Transportation Services Agency (CTSA); and

WHEREAS, the document has been prepared in cooperation with Fresno Area Express, Clovis Transit, and the Fresno County Rural Transit Agency (FCRTA); and

WHEREAS, Clovis Transit has prepared, under contract, the FY 2022-2023 “Operations Program and Budget for the Clovis CTSA”; and

WHEREAS, the document has been prepared in conjunction with the annual performance evaluation process, the Short Range Transit Plans and Public Transit Budgets; and

WHEREAS, said document has been reviewed during the past forty-five (45) days.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis does hereby adopt the “Operations and Program Budget for the Clovis CTSA 2022-2023” as the basis for its continued responsibility as the designated CTSA for 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 June 20, 2022, by the following vote, to wit.

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

- DATED:

Mayor

City Clerk

**CONSOLIDATED TRANSPORTATION SERVICE AGENCY
OPERATIONS PROGRAM AND BUDGET
FOR FISCAL YEAR 2022 - 23
CLOVIS URBAN AREA**

Date: May 2022

SUBMITTED TO
THE FRESNO COUNCIL OF GOVERNMENTS

PREPARED BY
CITY OF CLOVIS
THE CLOVIS CONSOLIDATED TRANSPORTATION SERVICE AGENCY

155 N. Sunnyside Ave
Clovis, CA 93611
Phone: 559-324-2760

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OPERATIONS AND PROGRAM BUDGET OF THE CLOVIS URBAN CONSOLIDATED TRANSPORTATION SERVICE AGENCY

INTRODUCTION

The City of Clovis operates two types of public transit service. Clovis Stageline provides general public, fixed-route service within the City limits and into the northeast area of Fresno including CSUF. Clovis Roundup operates specialized demand-responsive service for elderly and disabled residents with scheduled trips within Clovis/ Fresno metropolitan area. The City of Clovis has designated Roundup services as the Consolidated Transportation Service Agency (CTSA) for the Clovis Transit service area.

INTRODUCTION

The Consolidated Transportation Service Agency (CTSA) Operations Program and Budget (OPB) for the Clovis Urban Area has been developed in cooperation with the Fresno Council of Governments (Fresno COG). The OPB is intended to:

1. Provide a program of operations, including an implementation schedule for new or modified services, and a program budget for CTSA coordinated and consolidated social service transportation services for the program year, July 1, 2022 through June 30, 2023.
2. Serve as a resource document for local elected officials, social service agencies, and citizens.
3. Demonstrate the CTSA's compliance with Section 99275.5 of the Public Utilities Code concerning Article 4.5 claim evaluation criteria and required findings, and with the Fresno COG Assembly Bill 120 Action Plan (adopted February 1982).
4. Document efforts to improve coordination and consolidation of social service transportation services in order to:
 - a. Demonstrate compliance with Chapter 1120 of the 1979 California Statutes by addressing and substantiating which of the coordination benefits specifically listing in the legislation should be pursued by the CTSA.
 - b. Create additional opportunities to utilize supplemental grant funding available from federal and state assistance programs to support social service transportation services by demonstrating that "coordination criteria" have been met.

Operational concerns for FY23 include:

- Continue close monitoring of operations during unprecedented shift in ridership due to coronavirus pandemic;
- Continue enhanced cleaning and safety initiatives to maintain sanitary environment inside vehicle for employees and passengers;
- Monitor demand for service to newly-expanded city areas to the northeast and southeast, including Harlan Ranch, Loma Vista, and Heritage Grove;
- Continue to monitor impacts of VMT and maximize any potential mitigation resulting from route changes;
- Continue to assess commercial driver shortage and make necessary adjustments to continue to meet service levels;
- Construction of transit hub at Landmark Square;
- Continue zero-emission pilot project;
- Conclude feasibility electrification study in collaboration with CalStart Inc. for ICT Compliance;
- Monitor legislative relief in response to coronavirus pandemic and plan for changes in efficiency metrics and potential impacts on funding;
- Continue coordination efforts with other transit agencies in the region including Fresno Area Express, Fresno County Rural Transit Agency, and Fresno Council of Governments.
- Continue on-going assessment regarding feasibility of federal funding and the potential short- and long-term impacts on operations and services to the community.

GOALS, OBJECTIVES, AND POLICIES FOR CONSOLIDATED TRANSPORTATION SERVICE AGENCIES (STATE AND REGIONAL MANDATES)

In 1985 the Clovis City Council adopted the following goals, objectives, and standards for Clovis Transit as part of the transit planning process. Annually the Council reviews and amends these standards as needed.

Chapter 1120 of the 1979 California Statutes and the Assembly Bill 120 Action Plan declare goals, objectives and policies which apply "generally" to CTSA services. These are as follows:

GOAL

Improve transportation service required by social service fund recipients by promoting the improved coordination and consolidation of transportation services.

Objectives Which May Apply

1. Centralized administration for the elimination of duplicated administrative requirements.
2. Identification and consolidation of all sources of funding for the provision of more effective and cost-efficient services.
3. Centralized dispatching for more efficient vehicle use.
4. Centralized maintenance for adequate, regular, and more cost-effective vehicle maintenance.
5. Adequate driver training programs for safer vehicle operation and lower insurance costs.
6. Combined purchasing for more effective cost savings.

Policies

1. Any centralized administration shall utilize, to the maximum extent possible, existing public and private administrative capabilities and expertise to achieve the system goals.
2. Existing sources of funding utilized prior to the Social Service Transportation Improvement Act (Assembly Bill 120) shall, to the maximum extent possible, be continued.
3. The consolidation of services shall, to the maximum extent possible, utilize existing agency operating and maintenance personnel and expertise.
4. The Fresno COG shall utilize its regulatory roll over Transportation Development Act (TDA) moneys by monitoring and evaluating the performance of the CTSA's through the TDA claim process, an annual financial audit, and annual productivity evaluation, a triennial performance audit, and the CTSA's compliance with the Action Plan.
5. The Fresno COG, as part of its ongoing transportation planning process, which includes review by various technical committees, shall review CTSA designates compliance with the Action Plan at least annually.
6. The Fresno COG shall review, through the Executive Order 12372 review process, the transportation services offered by social service agencies and their consistency with the Action Plan, and make appropriate comments and findings encouraging their participation with the CTSA, as part of the final Clearinghouse commentary.
7. The Fresno COG shall encourage members to evaluate their financial commitments to local social service projects (which either in full or part provide transportation services) and make appropriate recommendations for proper coordination with the CTSA in order to maximize the effective use of local transportation dollars.
8. Transportation Development Act/Local Transportation Fund (TDA/LTF) Article 4.5 moneys shall not be expended without a minimum dollar for dollar match with other available funds to the CTSA.

9. The CTSA shall be required to maintain, at a minimum, an overall farebox revenue to operating cost ratio of 10% for all CTSA transportation services. The 10% farebox recovery may also be provided for by CTSA contractual arrangements or donations. The funding formula would then be 45% TDA/LTF Article 4.5 moneys and 55% local match. *(This specific efficiency requirement was suspended by the California Legislature for FY19/20 – FY25/26 due to impacts of the coronavirus pandemic on public transit.)*

GOALS, OBJECTIVES, AND STANDARDS FOR THE CLOVIS CONSOLIDATED TRANSPORTATION SERVICE AGENCY (LOCAL MANDATES)

In 1985, the Clovis City Council adopted the following goals, objectives, and standards for Clovis Transit as part of the transit planning process. Annually the Council reviews and amends these standards as needed.

GOAL 1. SERVICE LEVELS: CLOVIS TRANSIT WILL PROVIDE PUBLIC TRANSPORTATION SERVICE TO A MAXIMUM NUMBER OF PEOPLE IN THE CLOVIS AREA.

Objective A.: To provide a transit system that meets the public transportation needs of the service area.

Standard 1: Clovis Transit's demand responsive service (Roundup) will operate seven (7) days a week excluding City observed holidays. Operational hours for demand responsive service in Clovis are 6:15 A.M. to 7:15 P.M. Monday through Friday. Saturday & Sunday hours are 7:00 A.M. to 3:30 P.M.

Standard 2: Clovis Transit's CTSA Roundup services shall implement "real time dispatching" for demand responsive service to improve overall operations and increase ridership.

Objective B: To provide CTSA Roundup transit services that adequately serves elderly and disabled residents.

Standard 1: Clovis Transit should maintain base fare levels for elderly and disabled riders, those qualifying for ADA paratransit service.

Standard 2: As per The Americans with Disabilities Act of 1990 (ADA) all new vehicles purchased must have ADA lifts. All vehicles met those regulations as of March 16, 1997.

Objective C: To secure a stable and sufficient local funding mechanism.

Standard 1: Clovis Transit should identify and coordinate funding mechanisms that will address all transportation funding needs in the Clovis Area.

Standard 2: Clovis Transit should identify short and long range needs and maximize revenue resources, utilizing all funding mechanisms including federal grants, State enabling legislation, and farebox revenue.

GOAL 2. SERVICE QUALITY: CLOVIS TRANSIT WILL PROVIDE A QUALITY SERVICE.

Objective A: To provide reliable public transit service.

Standard 1: Clovis Transit's CTSA Roundup Services should operate its demand response service within five (5) minutes before the scheduled pick up time and no more than fifteen (15) minutes after the scheduled pick up time. Drivers shall not wait for patrons for more than five (5) minutes after arrival at the designated pick up time. Passengers going to Fresno must be ready an hour before the appointment time and may wait 45 minutes to one hour for a ride back to Clovis.

Objective B: To provide clean, attractive and comfortable vehicles and facilities.

Standard 1: All CTSA Roundup vehicles returning to the yard after revenue service should be swept and dusted before being assigned for service the following day.

Standard 2: The exteriors of Clovis Transit vehicles should be cleaned at least once a week.

Standard 3: In winter, the heaters on Clovis Transit vehicles should work 100% of the time.

Standard 4: In summer, at least 95% of all vehicles on the street should have operable air-conditioners.

Objective C: To provide a safe system.

Standard 1: Clovis Transit vehicles should operate in excess of 150,000 miles between preventable accidents, and bus operators should be formally recognized for their safe driving.

Standard 2: Buses should be checked daily for proper operation and condition of lights, mirrors, radios, and fluids; detailed mechanical inspections should be completed every 3,000 miles/45 days. Operations, maintenance, and other employees will be provided safety training at the beginning of their employment and such training will be updated on a regularly scheduled basis.

Objective D: To record and respond to all public comments.

Standard 1: Clovis Transit should continue to track and evaluate all compliments, complaints, and inquiries from the public.

GOAL 3: SERVICE PRODUCTIVITY: CLOVIS TRANSIT WILL OPERATE AN EFFICIENT AND EFFECTIVE BUS SYSTEM.

Objective A: To establish and maintain system-wide productivity indicators.

Standard 1: Clovis Transit should achieve a 10% farebox recovery ratio for demand responsive (CTSA Roundup Service) and 20% for fixed route (Stageline Services). *(As of October 2020, the Clovis City Council made permanent an earlier fare suspension that was put into place under an Emergency Order by the City Manager. All productivity indicators will be continued to be measured to ensure efficient and adequate service.)*

Standard 2: Clovis Transit should record and report, at least monthly with quarterly reports forwarded to Clovis City Council, the following performance indicators.

- Total Monthly Ridership
- Total Monthly Revenue
- Total Monthly Expense
- Total Revenue Hours
- Passengers Per Revenue Mile
- Total Revenue Miles
- Total Non-Revenue Miles
- Average Weekday Ridership
- Farebox Ratio
- Total Road Calls
- Total Operating Expense Per Passenger
- Total Operating Expense Per Revenue Hour
- Total Operating Expense Per Revenue Mile
- Total Revenue Per Revenue Hour
- Total Revenue Per Revenue Mile
- Passengers Per Revenue Hour
- Equivalent Full Time Employees

GOAL 4 SYSTEM IMAGE: CLOVIS TRANSIT WILL STRIVE TO PROMOTE ITS SERVICE AND IMPROVE ITS IMAGE.

Objective A: To provide complete and accurate public transit information.

Standard 1: Current bus schedules and system information should be available to the public at all major public facilities and on the internet.

Standard 2: Telephone service information should be available to the public at all times during hours of operation.

Objective B: To provide for community involvement in transit system affairs.

Standard 1: Clovis Transit should become involved in and work with citizen groups, civic groups, and other area associations to communicate the services and benefits of Clovis Transit.

Standard 2: Clovis Transit should maintain a positive presence on the city's social media channels, disseminating useful information to passengers and the community on a regular schedule.

OVERVIEW

The "Assembly Bill 120 Action Plan for Fresno County" (February 1982) developed by the Fresno COG designated the City of Clovis as the CTSA for the Clovis Urbanized Area. The Clovis CTSA is coordinated by the Transit Supervisor and General Services Manager.

Clovis Roundup provides demand-responsive, curb-to-curb and door-to-door transportation service for disabled residents within the City's existing Sphere of Influence. Service is available Monday through Friday and limited weekend service within the Clovis area, and Monday through Friday to Fresno with limited service in accordance with the ADA $\frac{3}{4}$ mile rule on Saturday.

The program was originally funded with an Older Americans Act Grant but now is funded by City and TDA/Local Transportation Funds. The most significant social service provider in Clovis is the Clovis Senior Activity Center. Most social services in the area are provided by or through the Senior Center. Clovis Transit also works closely with Central Valley Regional Center, Clovis Unified School District, and various County departments. In FY 88, the Clovis City Council designated its Roundup service solely as a Consolidated Transportation Service Agency (CTSA) function. Local Measure "C" dollars are used to provide the necessary match of TDA/LTF Article 4.5 funds.

Roundup service operates within Clovis Monday through Friday, 6:15 A.M. to 7:15 P.M. and weekends from 7:30 A.M. to 3:00 P.M. Service to Fresno is available Monday through Friday, 7:00 A.M. to 5:00 P.M. and in a limited capacity on Saturday in accordance with the ADA $\frac{3}{4}$ mile rule. Reservations can be made from the day prior to the trip up to fourteen (14) days in advance.

In April of 2020, under an Emergency Order issued by the Clovis City Manager, the Clovis City Council approved the temporary suspension of fares during the COVID19 pandemic. The action was one of many intended to provide a safer environment on the buses by eliminating the need for cash or passes to be passed from person to person. Effective October, 2020, the city council approved a permanent zero-fare model for all Clovis Transit bus services. In fall of 2019, Clovis Transit had provided free rides for all passengers using grant funds to underwrite fares. This resulted in a 35% increase in ridership, and once the health crisis subsides, ridership levels are expected to rise again due to the free-fare model.

Marketing efforts in FY 21-22 included social media, bus advertising, newsletters, and community events. Clovis Transit uses Google Transit for passenger route-planning and is integrated with Fresno Area Express. Route information is listed in the City of Fresno FAX guide. Fresno Area Express adopted temporarily a fare-free model; however, has reinstated

fares at a discounted rate. FAX continues to explore the possibility of free fares. Passes and other rider programs have been eliminated by Clovis Transit. A website for Clovis Transit has been launched independent of the City's website. The site provides easy access to route and rider information and other alerts about the system.

During FY 21-22, utilizing California Emergency Management Agency Proposition 1B Transit Safety and Security Grants, cameras and security systems were purchased. Clovis Transit's allocation of these funds have now been completely expended. The project included:

- Purchase of security systems and cameras for the Transit building located in Landmark Square. The cameras will be installed inside the new building and on the exterior of the 7-acre project site, providing an enhanced level of safety for visitors and employees. Additionally, a building security system will provide a secure work site for employees assigned to the Transit building. The interior of the building will be accessible by authorized persons only. Several monitoring stations were also purchased to facilitate monitoring of traffic and pedestrians inside and outside the building along with the activity at the large bus shelter north of the transit building.

Other completed projects included:

- Construction of the DSS bus stop that will serve the new Fresno County Department of Social Services Clovis Campus offices. The 250' bus stop has three 20' bus stops and benches and has been designed to accommodate Clovis Transit, FAX, and FCRTA buses that will be stopping frequently at the service center.
- Replacement of camera systems at the City of Clovis' Operation and Maintenance Yard. The new cameras will provide enhanced security for employees and the bus fleet that is housed at the Yard.
- Replacement of the boiler systems in the Fleet Shop at the Maintenance Yard.

Additionally, Low Carbon Transit Operations Program (LCTOP) funds, Public Transportation Modernization, Improvement, and Enhancement Account (PTMISEA), and SB1 State of Good Repair funds were received and will be used for multi-year projects which include:

- Construction of a transit center and administrative offices.
- Purchase of Automated Passenger Counters and Automated Location Announcer systems.
- Planned replacement of heavy-duty vehicle lifts at fleet shop.
- The first phase of the route re-design project has begun which includes the design and distribution of a community needs survey. This project was delayed due to the pandemic but as health conditions have improved, work has begun again. The survey has been administered and was available in early fall of 2021. The survey targeted the underrepresented and disadvantaged community members, as well as the community at large. Results from the survey will be combined with comments received through the Fresno Council of Government's Unmet Needs Process, the City's ATP Results, and all results will be incorporated into any design and/or service change of the current routes.
- Rolling multiple year allocation of funds toward the purchase of a zero-emission bus.

A Measure C New Technology Grant was awarded in FY18-19 for a three-year zero-emission battery electric bus pilot project. This pilot project will help determine the costs required for infrastructure, charging, and operation of electric buses by a public transit agency. The 2018 mandate from the California Air Resources Board requiring the conversion to zero-emission transit buses for public transit operators by 2030 has made this project necessary to develop a plan to meet that requirement. The infrastructure phase is complete and the buses have been incorporated into service. Grant documentation was submitted for the closure of the grant; however, Clovis Transit continues to gather data from the vehicles and is sharing information about the project across the U.S.

In addition, as an effort to meet the California Air Resource Board requirement of all transit buses converting to zero-emission by 2030, the City of Clovis and CalStart Inc. partnered to conduct a feasibility study and generate an electrification master plan for Clovis Transit. This project is possible through Caltrans' Sustainable Communities Grant FY 20-21. The study is underway with CalStart gathering background information on Clovis Transit's operational data. Electric and hydrogen conversions will both be reviewed and analyzed to determine which conversion will be most beneficial for Clovis Transit. Once the feasibility study concludes and an electrification master plan is available, the plan will be presented to City Council in late 2022.

In March, 2020, the novel coronavirus (COVID19) spread throughout the globe causing a pandemic and a state of emergency in California and Clovis. A shelter-in-place order along with shuttering of all non-essential businesses resulted in a drastic reduction in ridership on fixed-route services and paratransit services in Clovis. A year after the initial stay-at-home order, schools and businesses opened with capacity restrictions. Ridership continued to struggle to recover riders. As more of the general public became vaccinated, the case rates were predicted to drop and conditions to improve. However, a COVID19 variant created a surge, increasing positive rates, and resulting in the reinstatement of a mask mandate in all public settings regardless of vaccination status. As of March 1, 2022, two years after the initial spread of the pandemic, the state government has removed the mask mandate for most public settings including most recently, public transit. Masks are not required to ride any Clovis Transit vehicle but will remain available free of charge to anyone needing one during their trip.

Ridership has not returned to the service levels prior to the pandemic but is improving each month. In the first days of the shut-down in March, 2020, Clovis Transit made a commitment to the community by ensuring all services would be available to those essential workers within Clovis and Fresno. For the last two years, Clovis Transit drivers have performed in an exceptional manner by maintaining a safe environment for passengers. Clovis Transit has great employees, however; we are short staffed. Driver shortage has been an issue in the past but was greatly exacerbated by the pandemic. The City as well as other public transit agencies have a challenging time recruiting commercial drivers. Clovis Transit has decided to purchase three ProMaster Minibuses which do not require a commercial license to operate. This will provide some staffing relief in the short-term and a greater degree of flexibility. These minibuses seat 7 passengers and 3 mobility devices and will be used for the paratransit service.

DESCRIPTION OF EXISTING PARATRANSIT SERVICES

A. CITY OF CLOVIS - ROUNDUP

1. Background

Roundup is a demand-responsive service providing door-to-door service. Service is available to qualified riders requesting transportation within the service area and provides essential service to many ambulatory and non-ambulatory passengers. Service is currently provided by radio dispatched, lift-equipped buses as well as wheelchair accessible minivans.

2. Service Area

Roundup, operated by the City of Clovis, provides door-to-door service on a demand-responsive basis to disabled residents within its existing boundaries, primarily along Shepherd Avenue to the north, Dakota Avenue to the south, Locan/DeWolf/Leonard Avenues to the east, and west to the City limits. Service for the residents of the Fresno County Island, Tarpey Village, is also provided with reimbursement from the County of Fresno. Zonal service is also operated within the City of Fresno as far north as Shepherd Avenue, south to Kings Canyon, west to West Avenue and south to Downtown Fresno.

3. Days and Hours of Operation

Currently, Roundup operates within Clovis' Sphere of Influence Monday through Friday from 6:15 A.M. to 7:15 P.M. and Saturday & Sunday service from 7:30 A.M. to 3:00 P.M. as demand requires. Service to Fresno operates Monday through Friday 7:00 A.M. to 5:00 P.M., and on Saturdays in accordance with the ADA $\frac{3}{4}$ mile rule.

4. Response Time

Service is provided on both an advance-reservation basis and a real-time, space-available basis. Passengers may make reservations up to fourteen (14) days in advance or the required one working day in advance. Service is offered on a first-called/first-served basis. Roundup policy requires the passenger to be ready at least one (1) hour before a scheduled Fresno appointment and 45 minutes for a Clovis appointment with pick-up within 5 minutes of designated time and no longer than 15 minutes after designated time for pick-up.

5. Eligibility/Accommodations

Service is available to those persons who have been ADA certified. To become certified, the applicant must complete an ADA application, have it signed by a medical professional and return it to the administrative offices located at 155 N. Sunnyside Ave. Applications are reviewed by the Transit Supervisor and any applications needing further review will be sent to the General Services Manager and/or Fresno Area Express for evaluation and determination using their qualified medical staff person.

In order to comply with ADA requirements for destination to origin service, the driver will provide assistance to passengers who require help to/from the door of their origin or destination. However, for safety purposes, drivers are required to stay in sight of the vehicle at all times and may travel no farther than 100 feet to provide assistance. Drivers will enter a foyer/lobby area to

collect a passenger but will not enter a private residence or individual room inside a building. Drivers will assist passengers using a wheelchair over one curb or step only. Case-by-case situations may require additional modifications to ensure that the origin-to-destination requirement is met.

6. Fares

All rides on Clovis Transit are free for the passenger. A passenger may be accompanied by one caregiver/attendant, and up to 3 guests.

7. Restriction on Trip Purpose and Capacity Constraints

Roundup does not restrict trips based on trip purpose. Dispatchers schedule as many trips as can be accommodated beyond pre-scheduled subscription trips (less than 50%) on a space-available basis.

Roundup policies do not restrict the number of trips provided to an individual nor is a waiting list maintained. Roundup's operational practices do not allow for substantial numbers of untimely pick-ups, trip denials, missed trips, or excessively long trips that would limit availability of service. In order to improve efficiency, a no-show policy is enforced. The No Show Policy states that any passengers who miss four or more trips in a month will be assessed and those passengers who no-show at least 3% of their monthly trips will receive a warning letter. Additional no-shows may lead to suspension from the Roundup service. See the policy for more details.

8. Automated Dispatching

Clovis Transit completed a successful implementation of new transit dispatching software in August 2014. The system automates all dispatching, routing, and scheduling functions as well as creates reports regarding ridership, fares, and operating costs. Drivers use a tablet for their manifest and trip reporting. The software has also allowed for the ability to revise the no-show policy to be a percentage of the planned trips instead of a quantity of trips per month. Additionally, trips can be booked through the city's web-based app, Go Clovis.

9. Vehicle Fleet

Roundup operates with seventeen (17) lift-equipped mid-size buses and six (4) wheelchair accessible mini-vans.

Vehicle Profile -- Roundup Fleet

Year	Model	Number	Lift/Ramp Equipped
2007	Glaval Cutaway	1	Yes
2008	Glaval Cutaway	6	Yes
2011	Braun Activan	2	Yes
2012	Arboc Low-Floor	6	Yes
2013	Braun Activan	2	Yes
2018	Dodge Caravan	2	Yes
2019	Champion Low-Floor	3	Yes
Total		21	

10. Ridership

Year	Inter-city Trips to Fresno	Trips within Clovis	Total
FY 17-18	22,303	29,758	52,061
FY 18-19	21,961	30,991	52,952
FY 19-20	20,222	30,162	50,384
FY 20-21	11,540	21,861	33,401
Estimated FY 21-22	16,000	28,000	44,000
Projected FY 22-23	18,000	30,000	48,000

CLOVIS ROUNDUP ANNUAL PRODUCTIVITY TRENDS FY2019-2023

Fiscal Year

Percentage Change

INDICATOR	2018-2019	2019-2020	2020-2021	ESTIMATED 2021-2022	PROJECTED 2022-2023	2018- 19/ 2019- 20	2019-20/ 2020-21	2020-21/ 2021-22	2021-22/ 2022-23
Total Passengers	52,952	50,384	33,489	44,000	48,000	-4.8	-33.5	31.4	9.1
Vehicle Hours	31,313	28,448	22,166	26,000	29,000	-9.1	-22.1	17.3	11.5
Vehicle Miles	377,173	346,021	229,783	288,000	317,000	-8.2	-33.6	25.3	10.1
Operating Costs	\$3,407,650	\$3,316,107	\$3,229,665	\$3,430,000	\$3,700,000	-2.7	-2.6	6.2	7.9
Fares*	\$340,765	\$76,485	\$0	\$0	\$0	-77.6	-100.0	0.0	0.0
Employees	19	19	19	19	19	0.0	0.0	0.0	0.0
Passengers/Hour	1.69	1.77	1.51	1.69	1.66	4.7	-14.7	11.9	-1.8
Passengers/Mile	0.14	0.15	0.15	0.15	0.15	7.1	0.0	0.0	0.0
Cost/Vehicle Hour	\$108.83	\$116.57	\$145.70	\$131.92	\$127.59	7.1	25.0	-9.5	-3.3
Cost/Vehicle Mile	\$9.03	\$9.58	\$14.06	\$11.91	\$12.85	6.1	46.8	-15.3	7.9
Vehicle Hours/Employee	1,648	1,497	1,166	1,370	1,530	-9.2	-22.1	17.5	11.7
Operation Subsidy/Passenger	\$57.92	\$64.30	\$96.44	\$78.00	\$77.00	9.9	33.3	-23.6	-1.3
Farebox Ratio**	10%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Farebox Ratio w/out Measure C	2.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

*FY19 fares include \$256,607 in Measure C funds
 *FY20 fares were suspended in April, 2020 under an EO issued by Clovis City Manager; fare box ratio was suspended by thru end of FY21/22
 *FY21 fares were permanently eliminated in October, 2020 by the Clovis City Council
 *FY21 Farebox Ratio to be waived until FY 2026 - AB149

ROUNDUP TRANSIT ESTIMATED CTSA BUDGET FISCAL YEAR 2021-2022

	FARES/MISC.	TDA ARTICLE 4	TDA ARTICLE 4.5	STA FUNDS	MEASURE C	TOTAL EXPENDITURES
OPERATING EXPENSES - PERSONNEL						
Personnel (Salaries and Overtime)		167,700	259,000	488,000		914,700
Extra Help		550,000				550,000
Benefit Package		630,900				630,900
OPERATING EXPENSES - SERVICES, MATERIALS, & SUPPLIES						
Vehicle Charges		25,100			501,000	526,100
Admin/Misc./COVID19 Supplies		77,800				77,800
Communicatations		60,000				60,000
Marketing and Promotion		14,000				14,000
General Services/Admin Charges		596,200				596,200
Training and Membership Dues		4,000				4,000
Travel and Meeting Expenses		7,000				7,000
Insurance		78,700				78,700
CAPITAL EXPENSES/GRANTS						0
TOTALS	0	2,211,400	259,000	488,000	501,000	3,459,400

ROUNDUP TRANSIT PROJECTED CTSA BUDGET FISCAL YEAR 2022-2023

	FARES/MISC.	TDA ARTICLE 4	TDA ARTICLE 4.5	STA FUNDS	MEASURE C	TOTAL EXPENDITURES
OPERATING EXPENSES - PERSONNEL						
Personnel (Salaries and Overtime)			259,000	730,800		989,800
Extra Help				747,500		747,500
Benefit Package		656,800				656,800
OPERATING EXPENSES - SERVICES, MATERIALS, & SUPPLIES						
Vehicle Charges		52,400			520,000	572,400
Admin/Misc./COVID19 Supplies		92,800				92,800
Communications		60,000				60,000
Marketing and Promotion		16,000				16,000
General Services/Admin Charges		550,400				550,400
Training and Membership Dues		4,500				4,500
Travel and Meeting Expenses		9,000				9,000
Insurance		108,600				108,600
CAPITAL EXPENSES/GRANTS						
STA Purchase of 3 Transit Vans				322,000		322,000
TOTALS	0	1,550,500	259,000	*1,800,300	520,000	4,129,800

*NOTE: THESE FUNDS WERE ROLLED OVER FROM A PRIOR YEAR.

FOLLOW-UP ACTIONS ON THE TRIENNIAL PERFORMANCE AUDIT FISCAL YEARS FY 2018/19 – FY 2020/21

The latest Triennial Performance Audit of the City of Clovis Transit System was completed by Moore and Associates in November 2021. With two exceptions, Moore & Associates, Inc. finds the City of Clovis to be in compliance with the requirements of the Transportation Development Act. In addition, the entity generally functions in an efficient, effective, and economical manner.

FUNCTIONAL REVIEW, FINDINGS AND RECOMMENDATIONS

Triennial Functional Review

1. General Management and Organization

The City's transit program is operated in-house. The General Services Manager monitors on-time performance regularly and prepares a monthly report inclusive of collisions/road calls, no-shows, complaint calls, and ridership. The program is structured and staffed appropriately with respect to management, but could use more staff. The internal organization structure is appropriate, effective, and efficient.

2. Service Planning

The only service change occurring during the audit period was the transition to Zero Fares, which was made permanent in October 2020. The most recent Short Range Transit Plan (SRTP) for the Fresno-Clovis Metropolitan Area was adopted in June 2021. The SRTP provided a post-COVID plan for transit development in the region.

3. Scheduling, Dispatch, and Operations

Full-time drivers and dispatchers are represented by the Clovis Transit Employees Bargaining Unit (TEBU) through the Operating Engineers Local 3, which represents public utilities. All drivers are cross-utilized between Stageline and Round Up. There are 17 full-time drivers and three utility workers (bus washers). The City maintains an extra "floater" driver assignment each day. Higher-capacity buses are assigned to the higher-demand routes. On weekends, the City attempts to balance miles by using vehicles used the least during the week.

4. Personnel Management and Training

Recruitment is ongoing. The City employs four full-time in-house trainers who cover the entire training process. New recruits must have a year of driving experience. Regardless of experience, all drivers receive the same training curriculum following initial hire. Driver turnover tends to occur within part-time positions. There is little to no turnover among full-time drivers.

5. Administration

The General Services Manager is responsible for annual budgeting. The transit budget goes to City Council for approval and is wrapped into the overall city budget. The General Services Manager also handles grants. In addition to TDA claims, the City receives state and local PTMISEA, LCTOP, and Measure C funds.

6. Marketing and Public Information

Marketing is handled in-house. The City hired a public affairs manager to coordinate all of the City's social media and communications. Recent bus shelter purchases reflect a decision to obtain shelters with poster kiosks to support display advertising. The City promoted its free-fare program as well as did extensive marketing during the peak of the COVID pandemic. The City also conducted a rider survey regarding route redesign.

7. Fleet Maintenance

All maintenance is conducted in-house. While staffing is a concern it has not affected pullout. Body damage is likely to be sent out; the City does not have its own paint shop. Anything beyond basic fabrication is sent out, as is some transmission work. The number of bays and lifts is sufficient to support the current transit fleet. Much of the work on the buses is done during the nightshift. A schedule is in place for vehicle replacement.

Triennial Audit Findings

Based on discussions with City of Clovis staff, analysis of program performance, and an audit of program compliance and function, the audit team presents two compliance findings:

1. In FY 2018/19, FY 2019/20, and FY 2020/21, TDA fiscal audits were not submitted within the extended timeframe.
2. The City did not demonstrate use of the TDA definition for reporting full-time equivalent (FTE) employees.

The audit team has identified no functional findings.

Triennial Audit Recommendations

1. **In FY 2018/19, FY 2019/20, and FY 2020/21, TDA fiscal audits were not submitted within the extended timeframe.**

Recommendation: Work with TDA auditors to ensure the TDA fiscal audit can be completed no later than March 31 following the end of the fiscal year.

Recommended Action: If completion of the City's audited financials is impacting the TDA auditor's ability to prepare the TDA audit, work with the City auditors to ensure they are aware of the transit-specific TDA audit deadline. If the issue is with the TDA auditors, work with them and Fresno COG to ensure appropriate deadlines have been built into the auditor's contract.

Timeline: Ongoing.

2. The City did not demonstrate use of the TDA definition for reporting full-time equivalent (FTE) employees.

Recommendation: Ensure the TDA definition of full-time equivalent (FTE) employees is used for reporting to the State Controller.

Recommended Action: Document all actual hours worked related to transit. For administrative staff dedicated to transit, hours may be estimated, but still need to be factored into the calculation (e.g., a position that is 0.5 FTE would equal 1,040 hours). Hours should be allocated between fixed route (general operations) and demand-response (specialized services) based on either actual work performed or a formula based on vehicle service hours by mode. Ensure the individual(s) completing the reports are aware of how to calculate this data using the TDA definition.

Timeline: FY 2021/22.

**CLOVIS STAGELINE/ROUNDUP:
2021 PRODUCTIVITY EVALUATION COMMITTEE RECOMMENDATIONS**

A. Comply, where feasible, with the FY15 through FY18 Triennial Performance Audit Recommendations.

This is ongoing.

B. Continue to monitor effectiveness of Stageline service, optimize routing, and seek ways to increase ridership to maintain the State-mandated 20% farebox ratio without continued reliance on Measure C farebox subsidy. (The farebox ratio has been suspended through FY 2026/2027 due to COVID-19 impacts on ridership)

Although the farebox ratio was not achieved directly from ridership contributions, the Clovis City Council allocated Measure "C" funds be utilized on the Local Transportation Fund Claim to meet the State mandated 20% ratio. Clovis Transit adopted a zero-fare model in October 2020, and will continue to use Measure C to meet farebox ratios when reinstated.

C. Continue to improve CTSA potential through increased coordination and consolidation with local social service transportation providers to reduce its reliance on Measure C farebox subsidy.

Currently, Clovis Transit is working with CVRC by transporting clients and providing assistance in the transitional training of special needs riders who are able to travel on either demand responsive or fixed-route service. This on-going coordination with local social service agencies to improve independent living skills of special riders will continue. Additional coordination occurs with Clovis Unified School District to assist special needs classes in travel training and education regarding transportation available to the disabled.

D. Continue to coordinate with FAX to consolidate services for maximum efficiency and effectiveness.

This is ongoing. Coordination occurs for Clovis Transit to accommodate transfers from Handy Ride to Round Up. Most recently, Clovis, Fresno County Rural Transit and FAX are working together on a county-wide farebox system.

E. Implement responsibilities under the Americans with Disabilities Act of 1990.

Full compliance has been obtained.

F. Address responsibilities under the Clean Air Act of 1990, the San Joaquin Valley Unified Air Pollution Control District Clean Air Plan, the Council of Fresno County Governments Transportation Control Measures Plan and Congestion Management Plan (CMP).

This is ongoing. When operationally feasible, Clovis Transit will purchase low emission vehicles to help reduce emissions. Clovis Transit did obtain full California Air Resources Board compliance in regard to the December 31, 2010 deadline for reduced emissions.

G. Coordinate with the Fresno County Department of Social Services to plan and implement transportation strategies focused on addressing the State mandates Welfare to Work - CalWorks Program.

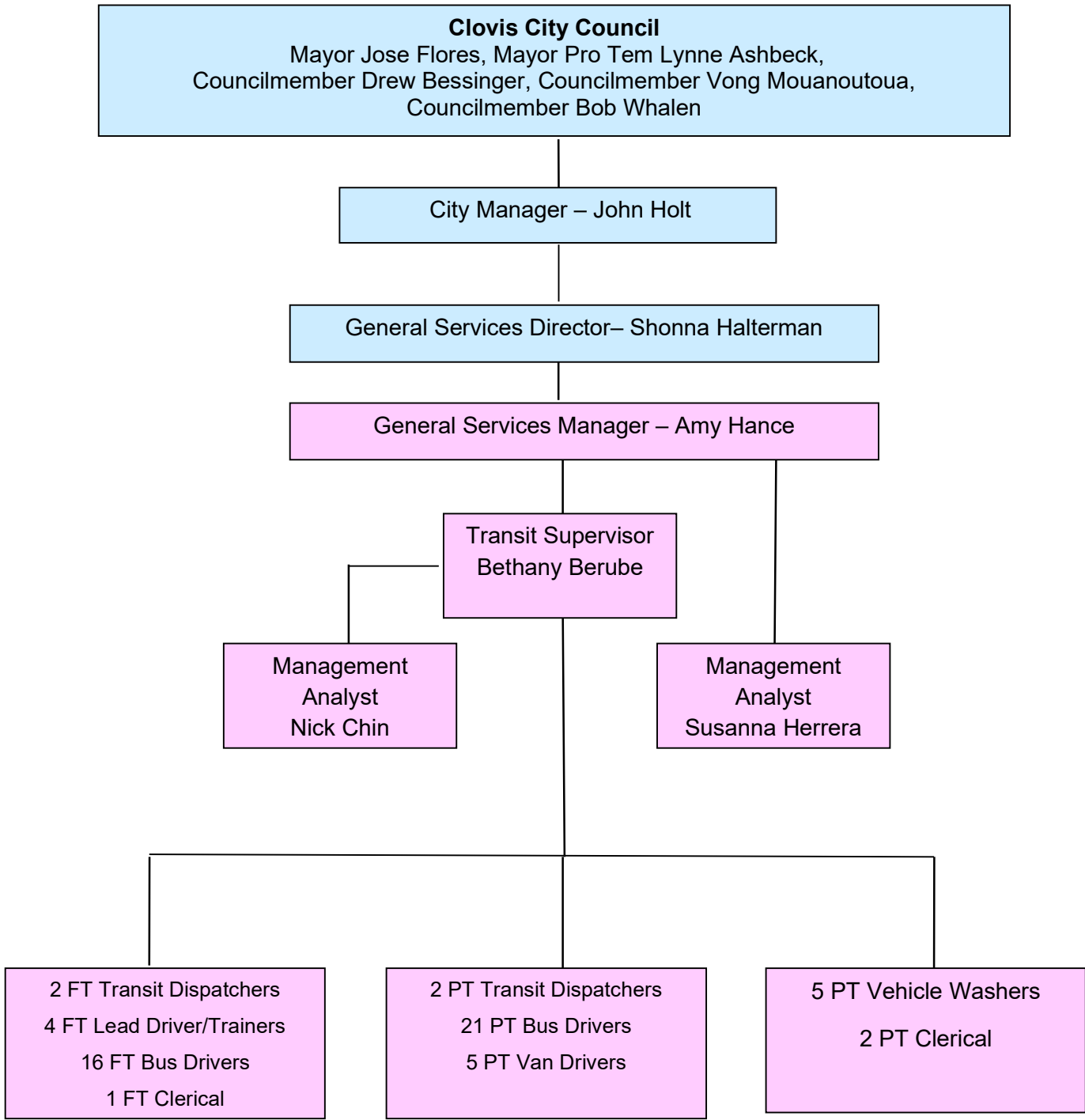
Coordination with Human Services is ongoing including coordinating with bus pass purchases. A number of students in the program attend the Clovis Adult School, Institute of Technology, and Clovis Community College – Herndon Campus, which are served every 30 minutes.

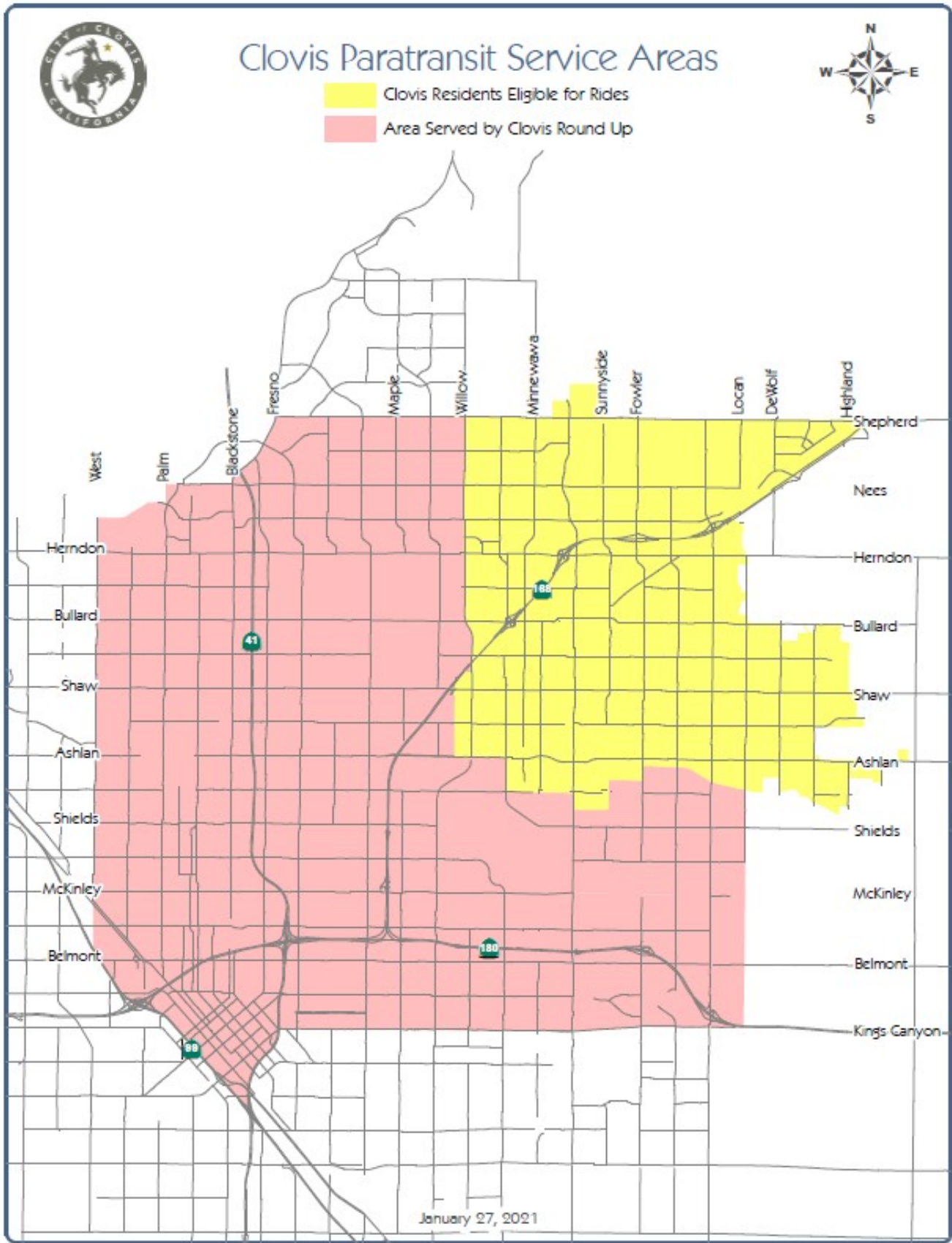
H. Prepare and adopt updated Short Range Transit Plans/Operation Program and Budget to reflect the inclusion of Measure C funded programs.

Measure C funds and LTF funds that are fully allocated to transit as of July 2014 will be analyzed for cost effective service enhancements. All funding is utilized to efficiently support current service levels.

**AMERICANS WITH DISABILITIES ACT OF 1990
ADA PARATRANSIT PLAN**

As of 1996, the City of Clovis has been in full compliance with the ADA. Clovis Transit's entire fleet is lift-equipped. ADA reports have been completed until 1996 and letters of compliance completed for each year thereafter.





RESOLUTION 22-___

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING THE ADOPTION OF THE CTSA’S OPERATIONS AND PROGRAM BUDGET
FOR CLOVIS TRANSIT ROUNDUP SERVICES**

WHEREAS, the Fresno Council of Governments (FCOG) has separately designated the Clovis Transit Roundup Service as a Consolidated Transportation Services Agency (CTSA); and

WHEREAS, the document has been prepared in cooperation with Fresno Area Express, Clovis Transit, and the Fresno County Rural Transit Agency (FCRTA); and

WHEREAS, Clovis Transit has prepared, under contract, the FY 2022-2023 “Operations Program and Budget for the Clovis CTSA”; and

WHEREAS, the document has been prepared in conjunction with the annual performance evaluation process, the Short Range Transit Plans and Public Transit Budgets; and

WHEREAS, said document has been reviewed during the past forty-five (45) days.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis does hereby adopt the “Operations and Program Budget for the Clovis CTSA 2022-2023” as the basis for its continued responsibility as the designated CTSA for 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 June 20, 2022, 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: General Services

DATE: June 20, 2022

SUBJECT: General Services – Approval – Res. 22-____, Authorizing Amendments to the Planning Technician I, Planning Technician II, Assistant Planner, and Associate Planner Classifications in the Planning and Development Services Department.

ATTACHMENTS: 1. Resolution 22-____ Classification Plan

CONFLICT OF INTEREST

None.

RECOMMENDATION

For City Council to approve a resolution authorizing amendments to the Planning Technician I, Planning Technician II, Assistant Planner, and Associate Planner Classifications in the Planning and Development Services Department.

EXECUTIVE SUMMARY

The Planning Technician I, Planning Technician II, Assistant Planner, and Associate Planner Classifications in the Planning and Development Services Department require revisions to update the specifications related current job duties, education and experience for the positions. In addition, revisions allow employees who meet the qualifications and milestones within the job descriptions to promote from Planning Technician I to Planning Technician II or to allow promotion from Assistant Planner to Associate Planner.

BACKGROUND

It has been determined that the planning series positions of Planning Technician I, Planning Technician II, Assistant Planner, and Associate Planner require updates to current practices, needs and regulations, education, and experience for the positions. The revisions also allow for employees in the Planning Technician I classification to promote to Planning Technician II if they meet the requirements of the Planning Technician II classification, the requirements for experience, years of service with the City, and good performance listed within the job classification.

Similarly, the revisions allow for employees in the Assistant Planner classification to promote to Associate Planner if they meet the requirements of the Associate Planner classification, the requirements for experience, years of service with the City, and good performance listed within the job classification.

The revisions have been reviewed and approved by the Clovis Professional and Technical bargaining unit. Revisions to these classifications are included in Attachment A.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

All the classifications listed will be revised to update the job duties, education, and experience required for the classifications and to specify the requirement to promote between certain classifications.

ACTIONS FOLLOWING APPROVAL

The City's Classification Plan will be updated to include the revised classifications.

Prepared by: Shonna Halterman, General Services Director

Reviewed by: City Manager *AH*

RESOLUTION 22-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AMENDMENTS TO THE CITY’S CLASSIFICATION PLAN FOR THE PLANNING TECHNICIAN I, PLANNING TECHNICIAN II, ASSISTANT PLANNER, AND ASSOCIATE PLANNER CLASSIFICATIONS IN THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

WHEREAS, it has been determined that amendments to the classifications of Planning Technician I and Planning Technician II are needed to update the job duties, education and experience sections and to allow employees who meet the requirements listed to promote from Planning Technician I to Planning Technician II; and

WHEREAS, amendments to the classifications of Assistant Planner and Associate Planner are needed to update the job duties, education and experience sections and to allow employees who meet the requirements listed to promote from Assistant Planner to Associate Planner; and

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

NOW THEREFORE, BE IT RESOLVED that the City of Clovis shall modify City’s Classification Plan to include the revised Planning Technician I, Planning Technician II, Assistant Planner, and Associate Planner specifications in Attachment A.

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on June 20, 2022, by the following vote to wit:

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

DATED: June 20, 2022

Mayor

City Clerk

Yellow Highlight = Verbiage Update
Strike Out = Delete Verbiage

City of Clovis PLANNING TECHNICIAN I

DEFINITION

Under general supervision, to learn and perform a variety of ~~drafting~~ **planning tasks**; ~~including~~ **provide information on the general plan, zoning, and other planning related policies and procedures to the public**; **perform limited drafting and graphic arts tasks**, checking of architectural site plans, ~~maintaining City maps and explaining simple zoning functions to the public~~; and to perform related work as required.

CLASS CHARACTERISTICS

Positions in this entry-level class receive training to perform routine ~~drafting and planning and customer service job functions~~ duties. Positions **Incumbents** in this class perform work which is highly structured, which seldom varies, and which is performed in accordance with established instructions. Incumbents receive thorough instructions when tasks are initially assigned and after training are expected to perform duties without constant supervision. Work is reviewed periodically while in progress and upon completion. Incumbents are expected to refer most variations in work to the supervisor for instructions.

EXAMPLES OF DUTIES

In-person and remote customer interaction; ~~Prepares maps, charts and other graphic art materials~~ **answer questions and provide information to the public**; **provide basic property information and interpret the development code**; **evaluate home occupation permits and business occupancies** for the ~~Planning Department~~ **business license issuance**; **receive and process applications for the less complex, routine applications**; **evaluate a variety of applications and proposals for completeness**; ~~maintains official zoning records and maps~~ **checks planning records to identify maps which require updating**; **checks planning records to identify changes which are recorded in assessor's parcel books**; ~~updates annexation maps~~ **appropriate logs of applications received, processed, and approved**; **assist in preparation of reports to the Planning Commission and other bodies from time to time**; **provide code enforcement support**; **perform field investigations and collect data as necessary**; **drafts exhibit maps for hearing notices**; **draws graphics for presentation at meetings**; ~~files department maps and prints~~; ~~researches and finds names of property owners~~; ~~assists the public by answering simple zoning questions relating to the City's land use ordinances~~; ~~operates a computer terminal to research, enter and edit routine data or to prepare graphic representations~~; ~~requisitions supplies~~ **update and maintain statistical records**; **perform a variety of routine clerical work including, filing, copying, and checking**

and recording information on various records; take notes and prepare minutes; update the division's webpage; operate City vehicles; and performs related work as required.

TYPICAL QUALIFICATIONS

LICENSE REQUIRED

License:

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

EDUCATION AND EXPERIENCE

Education:

- ~~Completion of the twelfth grade with coursework in drafting or graphic arts.~~
- High school diploma or equivalent.
- ~~Possession of 15 units beyond high school in drafting, art graphics or architectural drafting may be substituted for the required experience.~~

Education Desirable:

- Graduation from an accredited college or university with an Associate's Degree in Architecture, Civil Engineering, Communication, Drafting, Environmental Studies, Geographical Information Systems, Geography, Graphic Art, Graphic Design, Land Use, Public Administration, or a closely related field, and may be substituted for the required work experience.

Experience:

- A minimum of one (1) year of experience with drafting, architecture or graphic art with a city or county land use agency or a planning, engineering, environmental, or a closely related organization performing relevant activities including land use and zoning research, architecture, graphic art, design review, or related job functions.
- Incumbents in the Planning Technician I classification may be promoted to the Planning Technician II classification upon the following qualifications:
- Meet the minimum qualifications for the position;
- Completion of two (2) years as a Planning Technician I with the City of Clovis;
- Recommendation of the appointing authority;
- A minimum of an exceeds standards rating on the most current performance evaluation.

QUALIFICATIONS

Knowledge of:

- Land use planning and zoning concepts;
- Planning and zoning federal, state, and local laws, policies, procedures, ordinances, and codes;
- ~~Architectural design.~~
- Principles of effective customer service;
- Data collection, research, and analysis methods;
- ~~Nomenclature, symbols, methods, practices, techniques, and instruments used in drafting and arts representations;~~

- Computer terminal operating methods;
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases;
- Record keeping methods;
- Proper English usage, spelling, grammar, and punctuation;
- Basic math;
- Maintain up to date logs, records, and files;
- Filing systems and procedures;
- Appropriate safety precautions and procedures.

Ability to:

- ~~Perform various drafting assignments with neatness and accuracy;~~
- Provide staff support for assigned land use functions;
- Read, understand, interpret, and explain planning and zoning laws and ordinances;
- Analyze architectural site plans and drawings;
- Prepare graphic arts presentations;
- Effectively meet and interact with developers, contractors, the public, and employees;
- Understand pertinent procedures and functions quickly and apply them without immediate supervision;
- ~~Operate a computer terminal accurately and efficiently;~~
- Operate a computer and associated software;
- Maintain simple accurate records;
- Read, understand, and apply moderately difficult materials;
- Understand and carry out oral and written instructions;
- Communicate clearly and concisely, both orally and in writing;
- Establish and maintain effective working relationships with those contacted in the course of work;
- Operate a vehicle observing legal and defensive driving practices;

SUPPLEMENTAL INFORMATION

PHYSICAL DEMANDS AND WORKING CONDITIONS

- Environment: Job functions are performed in an office, outdoor, and driving environments; regularly exposed to outdoor cold and hot temperatures, and inclement weather conditions; extensive public contact; and moderate to loud noise levels.
- Strength: Moderate work-lifting, carrying and/or pushing 50 pounds with frequent lifting and/or carrying of objects weighing up to 25 pounds.
- Vision: Good color perception with the ability to view all colors on computer software, site plans, sketches, drawings, illustrations, etc.

City of Clovis PLANNING TECHNICIAN II

DEFINITION

Under supervision, to perform a wide range of ~~sub-professional~~ repetitive technical planning work and information to the public; and to perform related work as required.

CLASS CHARACTERISTICS

Positions in this class perform repetitive ~~sub-professional~~ technical planning work. Incumbents are expected to have sufficient knowledge to respond knowledgeably to a wide range of routine public inquiries. ~~Positions~~ Incumbents in this class perform work that is highly structured, seldom varies, and is performed in accordance with established instructions. Incumbents receive thorough instructions when tasks are initially assigned and after training are expected to perform duties without constant supervision. Work is reviewed periodically while in progress and upon completion. Incumbents are expected to refer most variations in work to the supervisor for instructions.

EXAMPLES OF DUTIES

~~In-person and remote customer interaction;~~ confers with the public concerning site plan review standards; checks applications for completion and prepares receipts for fees; routes planning applications to departments for review; checks planning applications for compliance with zoning requirements; reviews comments from other departments regarding planning application concerns; prepares statements of conditions for site plan review ~~and~~ applications for review and approval; receives and verifies zoning violation complaints; contacts owners to discuss violations; prepares notices for compliance with zoning requirements; ~~makes~~ perform inspections, as assigned, to collect data relevant to conformance with zoning ordinances; prepares reports of violation for review and approval; reviews invoices for accuracy and payment, reports on departmental records, and prepares invoices for authorization and payment; supports professional planners with staff reports and presentation materials for public hearings; performs geographical information system tasks, drafting, and graphic art duties for the Planning Technician series; operates City vehicles; and performs related work as required.

TYPICAL QUALIFICATIONS

LICENSE REQUIRED

License:

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

EDUCATION AND EXPERIENCE

Education:

- ~~Completion of sixty (60) college units from an accredited college or university with major coursework in Drafting, Graphic Design, or Geographical Information Systems;~~

- Graduation from an accredited college or university with an Associate's Degree in Architecture, Civil Engineering, Communication, Drafting, Environmental Studies, Geographical Information Systems, Geography, Graphic Art, Graphic Design, Land Use, Public Administration, or a closely related field.

Or

- A High School Diploma or equivalent and two (2) years of experience with a city or county land use agency or a planning, engineering, environmental, or a closely related organization performing relevant activities including land use and zoning research, architecture, graphic art, design review, or related job functions.

Education Desirable:

- ~~Possession of a Bachelor Degree or higher in Planning, Geography, or a closely related field may be substituted for the required experience.~~
- Graduation from an accredited college or university with a Bachelor's Degree in Architecture, Civil Engineering, Communication, Environmental Studies, Geography, Graphic Art, Graphic Design, Land Use, Public Administration, or a closely related field.

Experience:

- ~~A minimum of one (1) year of architectural, drafting, engineering, or graphic design work experience.~~
- A minimum of one (1) year of experience with a city or county land use agency or a planning, engineering, environmental, or a closely related organization performing relevant activities including land use and zoning research, architecture, graphic art, design review, or related job functions.
- Incumbents in the Planning Technician I classification may be promoted to the Planning Technician II classification upon the following qualifications:
 - Meet the minimum qualifications for the position;
 - Completion of two (2) years as a Planning Technician I with the City of Clovis;
 - Recommendation of the appointing authority;
 - A minimum of an exceeds standards rating on the most current performance evaluation.

QUALIFICATIONS

Knowledge of:

- Land use planning and zoning concepts;
- Planning and zoning federal, state, and local laws, policies, procedures, ordinances, and codes;
- ~~Architectural design;~~
- Basic principles of zoning;
- California Subdivision Map Act;
- Principles of effective customer service;
- Data collection, research, and analysis methods;
- ~~Computer terminal operating methods;~~

- ~~Computer programs including Excel, MS Word, PowerPoint, AutoCAD, CorelDRAW, Illustrator, Revit, and Geographical Information Systems;~~
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases;
- Accurate Record keeping methods;
- Proper English usage, spelling, grammar, and punctuation;
- Basic math;
- Maintain up to date logs, records, and files;
- Filing systems and procedures;
- Appropriate safety precautions and procedures.

Ability to:

- Provide staff support for assigned land use functions;
- Read, understand, interpret, and explain planning and zoning laws and ordinances;
- Analyze architectural site plans and drawings;
- Prepare graphic art presentations;
- Sketch, draw, or illustrate;
- Effectively meet and interact with developers, contractors, the public, and employees;
- Understand pertinent procedures and functions quickly and apply them without immediate supervision;
- ~~Operate a computer terminal and standard office equipment;~~
- Operate a computer and associated software;
- Maintain accurate records;
- Read, understand, and apply moderate difficult materials;
- Understand and carry out oral and written instructions;
- Communicate clearly and concisely, both orally and in writing;
- Establish and maintain effective working relationships with those contacted in the course of work;
- Operate a vehicle observing legal and defensive driving practices.

SUPPLEMENTAL INFORMATION

PHYSICAL DEMANDS AND WORKING CONDITIONS

- Environment: Job functions are performed in an office, outdoor, and driving environments; regularly exposed to outdoor cold and hot temperatures, and inclement weather conditions; extensive public contact; and moderate to loud noise levels.
- Strength: ~~Medium~~ Moderate work-lifting, carrying and/or pushing 50 pounds with frequent lifting and/or carrying of objects weighing up to 25 pounds;
- Vision: Good color perception with the ability to view all colors on computer software, site plans, sketches, drawings, illustrations, etc.

**City of Clovis
ASSISTANT PLANNER**

DEFINITION

Under general supervision, to perform varied professional planning work; to provide public information and guidance in planning matters, and to conduct review of development proposals; and perform related work as required.

CLASS CHARACTERISTICS

Positions in this class perform journey-level professional planning work. ~~The Assistant Planner~~ This class is distinguished from ~~positions in the next higher class~~ the Associate Planner by the assignment of smaller projects with short-term deadlines. Assignments in this class are more likely to be repetitive in nature; however, they and require the ability to understand situations at hand and to make insightful decisions on items. ~~The Assistant Planner~~ Incumbents receives instructions when tasks are assigned and the work is reviewed by the Associate Planners higher level classifications and/or the City Planner supervisor. Persons filling this position Incumbents are expected to refer to their supervisor for instruction on matters that do not follow a clear established pattern.

EXAMPLES OF DUTIES

Performs duties in planning, zoning, and development; reviews building permits for residential, commercial, industrial, and other construction, approving or denying permits in accordance with zoning regulations, site plan approvals, and other legal requirements; performs field inspections of new construction for conformance with codes and Planning Division requirements and conducts code enforcement; provides information assistance at the public counter, by telephone, and by mail concerning to owners, developers, and the public in-person and by remote customer interaction with interpretation and information on zoning development standards, state planning law, California Environmental Quality Act, Subdivision Map Act, and City development criteria; reviews and processes business license applications to assure conformance with planning and other regulations, performs preliminary reviews, and prepares environmental assessments; compiles research data and conducts investigations; tabulates statistical and other data concerning urban land use, population, housing, business, industry, economic characteristics, and development; assembles information and drafts staff reports and studies; prepares maps, charts, and graphs to interpret various phases of planning studies; processes plans submitted for building permits; reviews requests for zone change, conditional use permits, variances, and subdivision maps; assists in the preparation of planning and zoning regulations; provides design and architectural review of projects, schedules planning applications for hearings, and makes presentations information to the Planning Commission; facilitates inner-departmental review of projects; verifies legal descriptions; meets with applicants to review site plan review comments; prepares correspondence and performs related work as required; and maintains and organizes material for the Computerized Land Use Information System; operate City vehicles; and performs related work as required.

TYPICAL QUALIFICATIONS

LICENSE REQUIRED

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

EDUCATION AND EXPERIENCE

~~Any combination of education and experience equal to:~~

Education:

- Graduation from an accredited college or university with ~~major work~~ a Bachelor's Degree in Planning, Public Administration, ~~Urban~~ Geography, Architectural Design, Environmental Studies, or a closely related field.

Education Desirable:

- ~~A Master's Degree in one of the above fields is desirable and may be substituted for the one (1) year experience requirement.~~
- Graduation from an accredited college or university with a Master's Degree in Planning, Public Administration, Geography, Architectural Design, Environmental Studies, or a closely related field, and may be substituted for the required work experience.

And

Experience:

- A minimum of one (1) year of full-time professional planning experience.
- Incumbents in the Assistant Planner classification may be promoted to the Associate Planner classification upon the following qualifications:
- Meet the minimum qualifications for the position;
- Completion of two (2) years as an Assistant Planner with the City of Clovis;
- Recommendation of the appointing authority;
- A minimum of an exceeds standards rating on the most current performance evaluation.

QUALIFICATIONS

Knowledge of:

- ~~Basic~~ Principles and practices of planning and zoning;
- ~~Local, State, and Federal regulations pertaining to the planning process;~~
- Planning and zoning federal, state, and local laws, policies, procedures, ordinances, regulations, and codes;
- ~~Architectural design theory;~~
- ~~Engineering drawing and graphic illustration;~~
- Principles of effective customer service;
- Plant materials and landscaping concepts;
- Research methods as applied to the collection, tabulation, and analysis of statistics

affecting planning;

- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases;
- Record keeping methods;
- Proper English usage, spelling, grammar, and punctuation;
- Basic math;
- Appropriate safety precautions and procedures.

Ability to:

- Collect, tabulate, and compute planning statistics;
- Organize and conduct various planning research studies;
- Assist in the preparation of comprehensive reports;
- ~~Render architectural concepts and design alternatives;~~
- Establish priorities;
- Read, understand, interpret, and explain planning and zoning laws and ordinances;
- ~~Maintain a professional demeanor in potentially hostile or uncomfortable situations;~~
- Effectively meet and interact with developers, contractors, the public, and employees;
- Deal tactfully and courteously with developers, contractors, the public, and employees;
- Understand pertinent procedures and functions quickly and apply them without immediate supervision;
- ~~Utilize various computers and programs for report writing, statistical analysis, and design;~~
- Operate a computer and associated software;
- Maintain accurate records;
- Read, understand, and apply moderately difficult materials;
- ~~Accept and follow instructions;~~
- Understand and carry out oral and written instructions;
- ~~Effectively communicate in writing and orally;~~
- Communicate clearly and concisely, both orally and in writing;
- ~~Work effectively with other staff members and the public.~~
- Establish and maintain effective working relationships with those contacted in the course of work;
- Operate a vehicle observing legal and defensive driving practices.

SUPPLEMENTAL INFORMATION

PHYSICAL DEMANDS AND WORKING CONDITIONS

- Environment: Job functions are performed in an office, outdoor, and driving environments; regularly exposed to outdoor cold and hot temperatures, and inclement weather conditions; extensive public contact; and moderate to loud noise levels.
- Strength: ~~Medium~~ Moderate work-lifting, carrying and/or pushing 50 pounds with frequent lifting and/or carrying of objects weighing up to 25 pounds;
- Vision: Good color perception; with the ability to view all colors on computer software, site plans, sketches, drawings, illustrations, etc.
- Working conditions: ~~Will be~~ Required to attend occasional evening meetings.

City of Clovis ASSOCIATE PLANNER

DEFINITION

Under general supervision, to perform a wide range of complex professional-level planning tasks emphasizing advanced planning projects; to serve as a lead planner on specific projects, instructing and reviewing **the** work of assigned staff; and to perform related work as required.

CLASS CHARACTERISTICS

Positions in this class perform ~~the more complex~~ **technical** professional-level ~~and technical duties~~ **job functions** of the Planning Department. Most assignments are large, long-term projects which require advanced planning and research skills and organizational abilities to complete. Positions **Incumbents** in this class have considerable independence in selecting work methods from a variety of standard methods or procedures. Instructions given by the supervisor generally do not provide all of the information needed to complete the assignment. Incumbents are expected to resolve most problems confronted through the application of judgment and precedent, referring to the supervisor those which involve the establishment of new procedures or which involve solutions which are inconsistent with departmental procedures and policies.

EXAMPLES OF DUTIES

Performs complex planning work; develops comprehensive plans and programs for utilization of land and physical facilities of the City; compiles and analyzes data on economic, social, environmental, and physical factors affecting land use; prepares reports for Planning Commission, redevelopment agencies, federal and state grant agencies and other agencies and commissions, and makes recommendations concerning research data; prepares maps, charts, and graphs; administers consultant contracts; reviews and revises **the division's** staff reports ~~of other planners~~; reviews and evaluates tract and parcel maps and prepares written evaluations; assesses environmental impacts and prepares environmental impact reports; prepares official population estimates and projections, housing statistics, and economic studies; acts as technical advisor to other personnel as required; prepares and administers revisions to **the** planning and zoning regulations; analyzes and recommends action on applications for zone changes, zone variances, and conditional use permits; participates in the administration and enforcement of zoning and planning regulations; conducts market studies; designs and writes departmental forms; conducts research in the analysis of progress relative to the City's General Plan; writes public hearing notices; interprets local zoning and land use ordinances; designs and draws graphs, charts, layouts, and renderings of information; draws maps; takes photographs; drafts correspondence advising Planning Commission of actions; acts as staff advisor to citizen planning groups; attends meetings and represents the department; develops and conducts workshops; attends meetings and training sessions; **responsible to** assigns, and delegates, work ~~to and~~ checks and corrects **the** work in progress ~~and upon completion of~~ subordinates; reports to **the** supervisor

problems encountered in the assigned work and progress in completing work assignments; participates fully in the work of subordinate staff; performs the more difficult technical complex work job functions of the staff division; provides information to and consults with the public; operates City vehicles; and performs related work as required.

TYPICAL QUALIFICATIONS

LICENSE REQUIRED

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

EDUCATION AND EXPERIENCE

Education:

- Graduation from an accredited college or university with ~~major work~~ a Bachelor's Degree in Planning, Public Administration, Urban Geography, Architectural Design, Environmental Studies, or a closely related field.

Education Desirable:

- ~~A Master's Degree in one of the above fields is desirable.~~
- Graduation from an accredited college or university with a Master's Degree in Planning, Public Administration, Geography, Architectural Design, Environmental Studies, or a closely related field.

Experience:

- A minimum of two (2) full years of full-time professional planning experience as an Assistant Planner or a comparable position.
- Incumbents in the Assistant Planner classification may be promoted to the Associate Planner classification upon the following qualifications:
- Meet the minimum qualifications for the position;
- Completion of two (2) years as an Assistant Planner with the City of Clovis;
- Recommendation of the appointing authority;
- A minimum of an exceeds standards rating on the most current performance evaluation.

QUALIFICATIONS

Knowledge of:

- Principles and practices of planning and zoning;
- ~~Regulations covering planning and zoning;~~
- Planning and zoning federal, state, and local laws, policies, procedures, ordinances, regulations, and codes;
- ~~Engineering drawing and topographic mapping;~~
- Principles of effective customer service;
- Research methods as applied to the collection, tabulation, and analysis of statistics affecting planning;
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases;
- Basic Record keeping methods;

- Proper English usage, spelling, grammar, and punctuation;
- Basic math;
- Basic Principles of supervision and training;
- Effective leadership methods;
- Appropriate safety precautions and procedures.

Ability to:

- Collect, tabulate, and compute planning statistics;
- Organize and conduct various planning research studies;
- Establish priorities;
- Read, understand, interpret, and explain planning and zoning laws and ordinances;
- Effectively meet and interact with developers, contractors, the public, and employees;
- Deal tactfully and courteously with developers, contractors, the public, and employees;
- Understand pertinent procedures and functions quickly and apply them without immediate supervision;
- Operate a computer and associated software;
- Maintain accurate records;
- Read, understand, and apply difficult materials;
- Understand and carry out oral and written instructions;
- ~~Effectively communicate in writing and orally;~~
- Communicate clearly and concisely, both orally and in writing;
- ~~Establish and maintain effective working relationships with others;~~
- Establish and maintain effective working relationships with those contacted in the course of work;
- Assign, check, correct, and participate fully in the work of subordinates;
- ~~Operate a motor vehicle observing legal and defensive driving practices;~~
- Operate a vehicle observing legal and defensive driving practices.

SUPPLEMENTAL INFORMATION

PHYSICAL DEMANDS AND WORKING CONDITIONS

- Environment: Job functions are performed in an office, outdoor, and driving environments; regularly exposed to outdoor cold and hot temperatures, and inclement weather conditions; extensive public contact; and moderate to loud noise levels.
- Strength: ~~Medium~~ Moderate work-lifting, carrying and/or pushing 50 pounds with frequent lifting and/or carrying of objects weighing up to 25 pounds;
- Vision: Good color perception; with the ability to view all colors on computer software, site plans, sketches, drawings, illustrations, etc.
- Working conditions: ~~Incumbent is~~ Required to attend periodic occasional evening meetings; and ~~Incumbent~~ is required to travel within and out of the City to attend meetings;



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services

DATE: June 20, 2022

SUBJECT: General Services – Approval – Res. 22-____, Authorizing Amendments to the Information Technology Technician, Information Technology Specialist, Senior Information Technology Specialist, Information Technology Analyst, and Senior Information Technology Analyst Classifications in the Information Technology Division.

ATTACHMENTS: 1. Resolution 22-____ Classification Plan

CONFLICT OF INTEREST

None.

RECOMMENDATION

For City Council to approve a resolution authorizing amendments to the Information Technology Technician, Information Technology Specialist, Senior Information Technology Specialist, Information Technology Analyst, and Senior Information Technology Analyst classifications in the Information Technology Division.

EXECUTIVE SUMMARY

The Information Technology Technician job classification requires revision to update the specifications related to modern technology equipment and practices for this classification. The Information Technology Specialist, Senior Information Technology Specialist, Information Technology Analyst, and Senior Information Technology Analyst classifications require updates to coincide with the technology requirements of the positions, but also to allow employees to promote from the lower classification into the senior classification.

BACKGROUND

Everchanging technology requires updates of the job descriptions within the Information Technology division. The Information Technology Technician classification requires updating to coincide with modern equipment and practices and eliminates technology no longer used. The Information Technology Specialist classification and Senior Information Technology Specialist classifications are updated and revised to allow an employee to promote from Information Technology Specialist into the Senior Information Technology Specialist position if the employee meets the requirements of the senior position, and meets the requirements for experience, years

of service with the City, and good performance. The Information Technology Analyst classification and Senior Information Technology Analyst classifications are updated and revised to allow an employee to promote from Information Technology Analyst into the Senior Information Technology Analyst position if the employee meets the requirements of the senior position, and meets the requirements for experience, years of service with the City, and good performance.

The revisions have been reviewed and approved by the Confidential Technical and Financial Professionals bargaining unit. Revisions to these classifications are included in Attachment A.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

All the positions listed will be revised in order to update the job duties, education, and experience required for today's technology. In addition, all positions listed, with the exception of Information Technology Technician, are revised to allow for employees to promote to the senior level position.

ACTIONS FOLLOWING APPROVAL

The City's Classification Plan will be updated to include the revised classifications.

Prepared by: Shonna Halterman, General Services Director

Reviewed by: City Manager *AH*

RESOLUTION 22-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AMENDMENTS TO THE CITY’S CLASSIFICATION PLAN FOR THE INFORMATION TECHNOLOGY TECHNICIAN, INFORMATION TECHNOLOGY SPECIALIST, SENIOR INFORMATION TECHNOLOGY SPECIALIST, INFORMATION TECHNOLOGY ANALYST, AND SENIOR INFORMATION TECHNOLOGY ANALYST CLASSIFICATIONS IN THE INFORMATION TECHNOLOGY DIVISION

WHEREAS, it has been determined that amendments to the classification, and updates to the education and experience sections of the Information Technology Technician classification are necessary to update the position for modern technology and practices; and

WHEREAS, amendments to the classifications of Information Technology Specialist and Senior Information Technology Specialist are needed to update the education and experience sections and to allow employees who meet the requirements listed to promote to senior; and

WHEREAS, amendments to the classifications of Information Technology Analyst and Senior Information Technology Analyst are needed to update the education and experience sections and to allow employees who meet the requirements listed to promote to senior; and

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

NOW THEREFORE, BE IT RESOLVED that the City of Clovis shall modify the City’s Classification Plan to include the revised Information Technology Technician, Information Technology Specialist, Senior Information Technology Specialist, Information Technology Analyst, and Senior Information Technology Analyst specifications in Attachment A.

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on June 20, 2022, by the following vote to wit:

- AYES:
NOES:
ABSENT:
ABSTAIN:

DATED: June 20, 2022

Mayor

City Clerk

City of Clovis INFORMATION TECHNOLOGY TECHNICIAN

DEFINITION

Under supervision, performs work involving entry-level technical skills in the operation of information technology support. Installs, configures, troubleshoots, and maintains computer and telephone hardware, software, and data/voice communications peripheral equipment including printers and copiers; provides technical assistance to users; and performs specialized graphics design and administrative functions associated with information technology; and performs related work as required.

CLASS CHARACTERISTICS

Incumbents in this classification perform entry-level technical support work associated with installing, maintaining, and troubleshooting computers, printers, copiers telephones and other data/voice communications peripheral equipment. In addition, incumbents provide graphics design support to all city departments as well as administrative support to the Information Technology Division. This classification is distinguished from the Information Technology Specialist classification in that the latter has advanced technical responsibilities related to network, operating systems, applications and web administration; technical and functional direction of technical staff; and its role in providing advanced technical support in a specialized area of responsibility. Incumbents receive thorough instructions when tasks are initially assigned and after training are expected to perform duties without constant supervision. Work is reviewed periodically while in progress and upon completion. Incumbents are expected to refer most variations in work to the supervisor for instructions.

EXAMPLES OF DUTIES

Provides technical support for phone and computer systems; installs, configures and maintains computer equipment; loads, tunes, configures, and upgrades fixed and mobile technology systems; troubleshoots, diagnoses and resolves computer problems; prepares and maintains inventory of hardware and software; maintains a record of work activities including installation, repair, maintenance, replacement, and testing of computer and telephone hardware and software; maintains system documentation; maintains current and accurate files; performs complex computer graphics design tasks including website design and marketing material; provides administrative support to the division; assists in maintaining and administering local area networks; provides support for Internet services; performs system upgrades; monitors system performance; performs preventative maintenance of equipment; follows schedule of system activity and processes application and service requests; operate city vehicles; and performs related work as required.

TYPICAL QUALIFICATIONS

LICENSE REQUIRED

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

EDUCATION AND EXPERIENCE

Any combination of education or experience equivalent to:

Education:

- Completion of two (2) years (60 semester units) of college level coursework in the area of computer science, information systems, or a closely related field.

Experience:

- Two (2) years of work experience providing technical phone and computer system support, ~~graphics design~~, and office support.

QUALIFICATIONS

Knowledge of:

- Principles and practices of computer ~~and telephone~~ support services, computer hardware and software applications, including word-processing, spreadsheet, email, and associated security and backup procedures;
- Computer application software, such as Microsoft Office, Exchange, and Internet Explorer;
- Personal computer diagnostic hardware utilities and testing equipment;
- Principles of data communications protocols and hardware;
- ~~Graphics Design~~;
- Proper English usage, spelling, grammar, and punctuation.

Ability to:

- Quickly become proficient in the use of new computer software and hardware;
- Communicate effectively orally and in writing;
- Obtain and maintain security clearance sufficient to access all necessary computer systems;
- Operate a vehicle observing legal and defensive driving practices;
- Lift and move heavy objects;
- Work flexible hours to accomplish system tasks;
- Communicate clearly and easily with users and vendors of varying levels of technical expertise;
- Establish and maintain effective working relationships with those contacted in the course of the work;
- Perform administrative and technical projects with minimal guidance;
- Keep up to date with technology;
- Independently diagnose and resolve telephone and computer problems.

SUPPLEMENTAL INFORMATION

PHYSICAL DEMANDS AND WORKING CONDITIONS

- ~~Work is primarily sedentary, performed in an office setting with frequent interruptions, multiple priorities and deadlines, inquiries, and peak workloads.~~
- ~~Work involves occasional lifting, carrying, and/or pushing of objects weighing up to 25 pounds.~~
 - Strength: Light work-lifting, caring and/or pushing 25 pounds maximum with frequent lifting and/or carrying of objects weighing up to 25 pounds;

- Positions in this class may be designated as confidential under Meyers-Millas Brown Act.

City of Clovis INFORMATION TECHNOLOGY SPECIALIST

DEFINITION

Under general supervision, performs work involving journey-level technical skills in the operation of personal systems and peripheral equipment. Program, operate, and maintain personal computers and peripherals; program, adapt, apply, and train others on existing hardware and software to meet the needs of the organization; produce a wide variety of documents and work products; and performs related work as required.

CLASS CHARACTERISTICS

Incumbents in this classification perform journey-level technical work and the primary aspects of the position are characterized by the responsibility to operate, troubleshoot, and repair computer and network systems. Incumbents are also responsible for training others in the use of computers in a technical capacity. Incumbents must be able to analyze and adapt current hardware and software to suit changing needs. Incumbents interact with specific users and serve as a trainer of other personnel in use of the personal computer, the network, and related programs and peripherals. In addition, incumbents maintain software and hardware inventory as well as system and software documentation. Incumbents receive instruction when tasks are assigned and have some latitude in selecting work methods. Work is reviewed while in progress and upon completion for final results. Incumbents are expected to resolve most problems confronted through the application of judgment and precedent, referring to the supervisor only those which involve the establishment of new procedures or which involve solutions which are inconsistent with departmental procedures and policies. Incumbents are expected to refer most variations in work to the supervisor for instructions.

EXAMPLES OF DUTIES

Exhibit proficiency in the use of the City's standard database, word-processing, and spreadsheet, desktop publishing and graphics applications; setup, troubleshoot and repair network, personal computers, and peripherals; trains staff in all phases of computer operation and program applications; manipulates data and information to ensure proper equipment and software operation; installs and maintains software and hardware; establishes and maintains system software and hardware standards; maintains telephone hardware, software, and data/voice communication equipment; determines priorities of requested work to ensure completion in appropriate order; advises users of appropriate applications of computers and programs; recommends and orders computer supplies and/or maintenance of equipment; perform system backups and restoration of files; perform security patching and upgrades on operation systems and software systems; maintain tape library and backup logs; maintains software library and licenses; purges files; maintains an up-to-date index of subject matter; operates City vehicles; lends technical support to clerical staff; and performs related duties as assigned.

TYPICAL QUALIFICATIONS

LICENSE REQUIRED

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

EDUCATION AND EXPERIENCE

Any combination of education and experience equivalent to:

Education:

- Completion of two (2) years (60 semester units) of college level coursework in the area of computer science, information systems, or a closely related field.

Experience:

- ~~Two (2)~~ Three (3) years of work experience in the operation of personal computer systems and peripheral equipment in an enterprise environment.
- Incumbents in the Information Technology Specialist classification may be promoted to the Senior Information Technology Specialist classification upon meeting all the following qualifications:
 - Minimum of step 4 of Information Technology Specialist classification;
 - Meet minimum requirements for the Senior Information Technology Specialist;
 - Successful completion of the probationary period, one (1) year;
 - Successful passing of the written exam with a minimum score of 70%;
 - If written exam is not passed, there is a waiting period of 180 days before eligible to retest.
 - A minimum of exceeds standards on the most current performance evaluation;
 - Minimum of six (6) months after annual performance evaluation;
 - Recommendation of the approving authority.
 - Incumbent to notify Personnel to request testing.

Certifications Desirable:

- Comptia A+;
- ~~Comptia Network+;~~
- ~~VCA-DCV;~~
- ~~MCITP.~~
- MCA.

QUALIFICATIONS

Knowledge of:

- Advanced computer applications such as the Microsoft Office Professional Suite;
- Current Microsoft Office ~~P~~ products and related software applications;
- Fundamentals of computer operation;
- Local and Wide Area Network concepts, terminology and operating systems;
- Math and statistics;
- Operation of peripheral equipment including printers and scanners;
- Principles of using HTML and web-based scripting tools;

- Principles of Voice Communications including Voice over Internet Protocol (VoIP), cabling and unified communications;
- Project Management techniques and concepts;
- Proper English usage, spelling, grammar, and punctuation;
- Training methods and procedures;
- Use of personal computers in a networked environment;
- Windows- based servers and systems including Active Directory, Group Policy, and PowerShell scripting.

Ability to:

- Administer and deploy service packs for servers, desktop, and software applications and systems;
- Clearly articulate instructions to non-technical users;
- Create and maintain procedures manuals for the position;
- Establish and maintain effective relationships with those contacted in the course of work;
- Import and export data between applications;
- Maintain Intranet site(s), applications, and web-based forms;
- Maintain the confidentiality of privileged information;
- Operate a vehicle, observing legal and defensive driving practices;
- Proofread and detect errors;
- Provide advanced technical support in specialized area of responsibilities;
- Quickly become proficient in the use of new computer software and hardware;
- Read and apply written procedures;
- Setup troubleshoot, and operate computers, various peripheral equipment, a variety of software packages and programs;
- Store and retrieve information;
- Train others in the use of computers and computer applications;
- Troubleshoot Network connectivity issues;
- Understand and carry out oral and written directions.

SUPPLEMENTAL INFORMATION

PHYSICAL DEMANDS AND WORKING CONDITIONS

- Strength: Light work-lifting, caring and/pushing 25 pounds maximum with frequent lifting and/or carrying of objects weighing up to 25 pounds;
- Positions in this class may be designated as confidential under Meyers-Millas Brown Act.

City of Clovis
SENIOR INFORMATION TECHNOLOGY SPECIALIST

DEFINITION

Under general supervision, performs work involving advanced journey-level technical support services in installing, operating, and maintaining the City's technology systems, in one or more of the following core areas: network administration, database administration, geographic systems administration, communications infrastructure, department specific systems support, and desktop applications. Configure, deploy, monitor, and train others on existing systems to meet the needs of the organization; produce a wide variety of end-user documentation, training material and other work products; and perform related work as required.

CLASS CHARACTERISTICS

Incumbents in this classification perform advanced journey-level technical work and assist in the maintenance of the City's network infrastructure; assist with analyzing software and hardware needs; make recommendations for improvements; assist with advanced technical problems; develop and document standard procedures for operating system, software and hardware system installations. Incumbents interact with users and serve as a trainer of other personnel in use of the personal computer, the network and related programs and peripherals. Incumbents receive minimal instruction when tasks are assigned and have some latitude in selecting work methods. Work is reviewed upon completion for final results. Incumbents are expected to resolve most problems confronted through the application of judgment and precedent. Incumbents are expected to refer most variations in work to the supervisor for instructions. This class differs from the Information Technology Specialist in the level of responsibility, complexity of duties assigned and in the independence of actions taken.

EXAMPLES OF DUTIES

Configure, deploy and monitor personal computers, mobile devices and other peripheral devices; setup, troubleshoot and repair edge network equipment (wired and wireless); automate software and operating system installations; evaluate and recommend computer software and hardware standards; train staff in all phases of computer operation and program applications; maintain telephone hardware, software, and data/voice communication equipment; determine priorities of requested work to ensure completion in appropriate order; advise users of appropriate applications of computers and programs; recommend and order computer supplies and the maintenance of equipment; maintain disaster recovery and backup systems, software library and licenses; purge files; operate city vehicles; and perform related duties as assigned.

TYPICAL QUALIFICATIONS**LICENSE REQUIRED**

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

EDUCATION AND EXPERIENCE

Education:

- Completion of two (2) years (60 semester units) of college level coursework in the area of computer science, information systems, or a closely related field.
- Four (4) year degree is desired

AND

Experience:

- ~~Two (2) years~~ Three (3) years of work experience in the operation and maintenance of personal computer systems and peripheral equipment in an enterprise environment.

Certifications Desirable:

- Comptia Network+;
- Cisco CCT;
- MCA;
- VCTA;
- ArcGIS Desktop Associate.

QUALIFICATIONS

Knowledge of:

- Fundamentals of information technology, including personal computers, hardware, software and related peripheral equipment;
- Fundamentals of geographic information systems;
- Active Directory concepts and terminology;
- Current Microsoft Office products and related software applications;
- Installation, repair, and maintenance of a variety of desktop hardware and software;
- Local and Wide Area Network concepts, terminology and operating systems;
- Storage Area Networking (SAN) and Network Attached Storage concepts and terminology;
- Server Virtualization concepts and terminology;
- Database querying and administration concepts and terminology;
- Principles of using HTML and web-based scripting tools;
- Principles of Voice Communications including Voice over Internet Protocol (VoIP), cabling and unified communications;
- Project management techniques and concepts;
- Proper English usage, spelling, grammar, and punctuation;
- Training methods and procedures;
- Use of personal computers in a networked environment;
- Windows based servers and systems including Active Directory, Group Policy, and PowerShell scripting.

Ability to:

- Provide advanced technical support in specialized area of responsibilities;
- Adapt to evolving technology to solve problems;
- Deploy service packs for servers, desktop, and software applications and systems;
- Analyze functional network and/or application requirements and specifications;
- Clearly articulate instructions to non-technical users;
- Create and maintain procedures manuals for the position;
- Establish and maintain effective relationships with those contacted in the course of work;
- Import and export data between applications;
- Maintain Intranet site(s), applications, and web-based forms;
- Maintain the confidentiality of privileged information;
- Operate a vehicle, observing legal and defensive driving practices;
- Proofread and detect errors;
- Read and apply written procedures;
- Understand and carry out oral and written directions.

SUPPLEMENTAL INFORMATION**PHYSICAL DEMANDS AND WORKING CONDITIONS**

- Strength: Light work-lifting, caring and/pushing 25 pounds maximum with frequent lifting and/or carrying of objects weighing up to 25 pounds;
- Positions in this class may be designated as confidential under Meyers-Millas Brown Act.

City of Clovis INFORMATION TECHNOLOGY ANALYST

DEFINITION

Under general supervision assists in the development and maintenance of City's data processing and computer programming functions; to perform complex data processing, screen and program creation and modification, and to perform related work as required.

CLASS CHARACTERISTICS

~~This classification is a confidential position. Incumbent assists in the development and maintenance of City data processing and computer programming functions. Incumbent operates computers to program, modify, and customize the City's finance and human resources system. Provides technical support to all City departments in system use and reporting.~~ The Information Technology Analyst provides analytical and technical support services to city staff in designing, programming and administering the City's information technology systems, including network administration, relational and spatial database administration, geographic systems administration, virtual infrastructure administration, communication systems and other department specific applications and systems. Incumbent has some independence in selecting work methods or procedures. Instructions given by the supervisor generally do not provide all of the information needed to complete an assignment. Incumbent is expected to resolve most problems confronted through the application of technical knowledge, judgment, and precedent; referring to the supervisor only those problems which involve the establishment of new procedures or which involve solutions which are inconsistent with departmental procedures and policies.

EXAMPLES OF DUTIES

~~Using personal computers and the City's commercial finance and human resources software creates screens, writes programs, creates reports, and performs data entry; performs data analysis, and creates and sets up systems for data tracing and reporting; conducts research and analysis on system related issues; writes technical reports; recommends system and software purchases and upgrades; assists in the development of software specifications; performs technical analysis to assure efficiency in systems operations; operates personal and micro computers, and other data processing equipment; prepares documentation and systems training manuals; may supervise subordinates or serve as a project leader; assists in the implementation of computer systems;~~

Provide systems support for the City's communications and network infrastructure; develop, design, test and implement computer applications and systems; analyze, evaluate and recommend enhancement to city-wide and department related systems development; prepare technical and administrative reports; manage projects in one or more of the following core areas: database administration, geographic systems administration, department specific systems support, server virtualization and desktop applications; assist in the coordination of information systems activities with other departments and divisions; plan, install, configure, test and troubleshoot servers, electronic mail, intranet/internet access, anti-malware and other systems security infrastructure; operate city vehicles; and performs related work as required. This class

differs from the Senior Information Technology Analyst in that the latter may provide lead direction and may be assigned to more complex projects.

TYPICAL QUALIFICATIONS

LICENSE REQUIRED

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

EDUCATION AND EXPERIENCE

Education:

- ~~Completion of a two-year college degree with a major course work in computer science, business, and information systems or related field;~~
- ~~Four (4) year degree is desired;~~
- Bachelor's Degree from an accredited college or university with major coursework in Information Technology, Computer Science, Business Administration, Geographic Information Systems or closely related field.

AND

Experience:

- ~~Two (2) years of experience with 95/NT based IBM compatible P.C. systems and software, such as MS Excel, Word, Access, and d-base;~~
- Three (3) years ~~of experience involving computer training or programming,~~ of information technology experience, preferably administering Windows servers, Cisco networks, Virtualization or Geographic Information Systems.
- Incumbents in the Information Technology Analyst classification may be promoted to the Senior Information Technology Analyst classification upon meeting all the following qualifications:
 - Minimum of step 4 of the Information Technology Analyst classification;
 - Meet minimum requirements for the Senior Information Technology Analyst;
 - Successful completion of the probationary period, one (1) year;
 - Successful passing of the written exam with a minimum score of 70%;
 - If written exam is not passed, there is a waiting period of 180 days before eligible to retest;
 - A minimum of exceeds standards on the most current performance evaluation;
 - Minimum of six (6) months after annual performance evaluation;
 - Recommendation of the appointing authority.
 - Incumbent to notify Personnel to request testing.

Certifications Desirable:

- Comptia Server+;
- Cisco CCT;
- MCSA;
- VCA DCV.

QUALIFICATIONS

Knowledge of:

- ~~Mini and personal computer hardware and software capabilities and configurations;~~
- ~~Data base program use and programming;~~
- ~~Trouble shooting techniques for P.C. and mini based computer software systems;~~
- ~~Computer programming concepts;~~
- ~~Principles and practice of data processing;~~
- ~~Modern office methods and procedures;~~
- ~~System hardware and software analysis and development of computer applications.~~
- Principles and practices of website design, configuration, security and maintenance;
- Principles and practices of software and application development standards;
- Relational and spatial databases including system architecture, applications and operations;
- Converged data, voice, video network architectures, configurations, protocols and inter-connectivity requirements including wireless infrastructure protocols and associated access control technologies;
- Microsoft Server and VMWare Virtualization technologies;
- Firewalls, Outlook/Exchange server, routers and switches, storage area networks and cloud-based applications including SharePoint;
- Federal and state laws governing information systems functions;
- Local government applications and systems including Public Safety Computer Aided Dispatching, municipal finance applications, records management and geographic mapping systems;
- Principles of systems security.

Ability to:

- ~~Operate computerized equipment;~~
- ~~Trouble shoot P.C. and mini based computer software systems;~~
- ~~Prepare technical written reports and presentations related to the City's data processing function;~~
- ~~Communicate effectively with individuals and groups;~~
- ~~Develop and maintain effective working relationships.~~
- ~~Plan and coordinate the work of subordinates.~~
- Provide advanced technical support in multiple areas of responsibility;
- Analyze complex computer system hardware and/or software requirements;
- Analyze data communications, networks, hardware and software problems and determine feasible solutions;
- Administer and deploy servers, software application and systems;
- Communicate effectively orally and in writing;
- Develop and implement operational policies and procedures;
- Establish and maintain effective working relationships with co-workers, representatives of user departments, outside agencies and the public;
- Maintain the confidentiality of privileged information;
- Operate a vehicle observing legal and defensive driving practices;
- Prepare clear, accurate, and concise reports and records.

SUPPLEMENTAL INFORMATION
PHYSICAL DEMANDS AND WORKING CONDITIONS

- **Strength:** Light work - lifting, carrying and/or pushing 25 pounds maximum with frequent lifting and/or carrying of objects weighing less than 25 pounds;
- ~~Work is primarily sedentary.~~
- Positions in this class may be designated as confidential under Meyers-Millas Brown Act.

City of Clovis SENIOR INFORMATION TECHNOLOGY ANALYST

DEFINITION

Under general supervision provides a wide range of professional, technical support services to City staff in designing, installing, operating, and maintaining the City's complex information technology systems, including network administration, database administration, geographic systems administration, communications infrastructure, strategic system technical support, and desktop applications, and perform related duties as required.

CLASS CHARACTERISTICS

The Senior Information Technology Analyst provides a wide range of professional, advanced technical support services to City staff in designing, installing, operating, and maintaining the City's complex information technology systems, including network administration, database administration, geographic systems administration, virtual infrastructure administration, communications infrastructure, network storage systems, strategic system technical support, and desktop applications. Instructions given by the supervisor generally do not provide all of the information needed to complete an assignment. Incumbents are expected to resolve most problems confronted through the application of technical knowledge, judgment, and precedent; referring to the supervisor only those problems which involve the establishment of new procedures or which involve solutions which are inconsistent with departmental procedures and policies. The incumbent has some independence in selecting work methods or procedures.

EXAMPLES OF DUTIES

~~Ability to Analyze problems, information requirements, and needs, develop logical solutions,; read and comprehend technical information,; and document technical information in writing; analyzes, designs, implements, and maintains websites, web-based applications (Internet and Intranet) for the City and associated City Departments and other agencies; assists in the maintenance of the City's fiber optic network and infrastructure; assists with analyzing software and hardware needs; makes recommendations for acquisition, improvements, and enhancements; assists with technical problems, design issues, and verifying, isolating, and documenting the existence of software errors; develops and documents standard procedures for vendor supplied software; familiarity with infrastructure components, specifically, server and storage platforms, network, data centers, and application middleware; installs and supports wireless communication applications; maintains, monitors, and secures the City's technology systems consistent with the needs/direction of the City; leads and coordinates information systems activities with other departments, divisions, and with outside agencies; maintains, designs, analyzes, and monitors the integrity of databases and provides production support to ensure usable, accurate, accessible, and secure data; maintains logs related to installation configurations, inventory, cabling, and equipment maintenance; monitors network traffic, usage, and performance; plans, installs, configures, tests, maintains, updates, and troubleshoots Mobile Data Computers (MDCs); plans, installs, configures tests, maintains, updates, and troubleshoots software systems~~

~~and applications, including servers, workstations, and peripherals; provides individual and small group training in the use of standard or system-wide applications; responsible for functions associated with the efficient design, implementation, and maintenance of databases; reviews systems design; integration of systems, including database servers and makes recommendations regarding enhancements and/or improvements; serves as network administrator responsible for documentation, back-up and restoration, security, virus protection, performance monitoring, and user access rights; serves as systems administrator, including Windows Servers, SQL Server, electronic mail, Internet/Intranet access, computer workstations, operating, and system software; supports strategic systems such as Public Safety applications, financial management, geographic information systems (GIS) and document management, and provides technical assistance to users; troubleshoots problems related to all local and wide area network systems, servers, firewalls, and data and voice communications equipment; undertakes special projects at the direction of the Information Technology Manager (or designee); works closely with vendors for support and purchase of information technology system hardware and software; works with various departmental staff throughout the City to analyze, recommend, and implement solutions to business function requirements.~~

Be the team lead in providing systems support for the City's most complex information technology issues; develop, design test and implement the City's communications and network infrastructure; develop, design, test and implement server-based applications and systems; analyze, evaluate and recommend enhancements to city-wide and department related systems; prepare technical and administrative reports; manage projects in one or more of the following core areas: database administration, geographic systems administration, department specific systems support, server virtualization, website administration, software and application development; assist in the coordination of information systems activities with other departments, division and partner agencies; plans, installs configures, tests and troubleshoots servers, electronic mail, intranet/internet access, anti-malware and other system security infrastructure; operate city vehicles; and performs related work as required. Incumbents in this class may provide lead direction to other team members but do not possess supervisory responsibilities

TYPICAL QUALIFICATIONS

LICENSE REQUIRED

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

EDUCATION AND EXPERIENCE

~~Any combination of training and experience that provides the required knowledge, skills, and abilities is required.~~

Education:

- ~~Typical education would include a~~ Bachelor's Degree from an accredited college or university with major course work in Computer Science, Information Technology, Applied Technology, Business Administration, or a closely related field.

AND

Experience:

- ~~Typical experience would include two (2)~~ Four (4) years of progressively responsible information technology experience, preferably administering Windows Servers, Cisco networks, Virtualization, Network Storage Systems or Geographic Information Systems.

Certifications Desirable:

- CCNA;
- MCSA;
- VCP5-DCV;
- ESRI Certified Enterprise Administration Associate.

QUALIFICATIONS

Knowledge of:

- Converged data, voice, video network architectures, configurations, protocols, and inter-connectivity requirements including wireless infrastructure protocols and associated access control technologies;
- Databases including SQL Server, Oracle, DB2, operating systems including Microsoft Server and VMWare, firewalls, Outlook/Exchange server, routers and switches, storage area networks and Internet/Intranet applications including SharePoint;
- Federal and state laws governing information systems functions;
- Local and wide area networks and data communication systems, including cabling, servers, workstations and peripherals, interface cards, routers, switches, and firewalls;
- Local government applications and systems including Public Safety Computer Aided Dispatching, municipal finance applications, records management, and geographic mapping systems;
- Network protocols, operating systems, Internet, Intranet, basic web creation techniques, and remote access systems;
- Personal computer troubleshooting techniques, PC hardware and software installation, component-level PC maintenance, Windows operating systems, and application software;
- Principles of systems security;
- Relational database system design techniques.

Ability to:

- Analyze complex computer system hardware and/or software requirements;
- Analyze data communications, networks, hardware and software problems and determine feasible solutions;
- Communicate effectively orally and in writing;
- Develop and implement operational policies and procedures;
- Establish and maintain effective working relationships with co-workers, representatives of user departments, outside agencies, and the public;
- Maintain the confidentiality of privileged information;
- Operate a vehicle observing legal and defensive driving practices;
- Prepare clear, accurate, and concise reports and records.

SUPPLEMENTAL INFORMATION
PHYSICAL DEMANDS AND WORKING CONDITIONS

- Strength: Light work-lifting, caring and/pushing 25 pounds maximum with frequent lifting and/or carrying of objects weighing up to 25 pounds;
- Positions in this class may be designated as confidential under Meyers-Millas Brown Act.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: June 20, 2022

SUBJECT: Planning and Development Services – Receive and File – Annual Department Newsletter.

ATTACHMENTS: 1. Newsletter



THE REVIEW

WHAT IS YOUR "WHY"?

BY RENEE MATHIS, DIRECTOR

Our "WHY" in Planning and Development Services is clear, concise, and direct... Implement the General Plan ensuring Clovis remains a city of choice to live, work, & play through well-respected, service-oriented professionalism!



We have over 60 professional, technical, and administrative staff working hard all year long on our "WHY."

Planning staff are always first to provide information to the public on all things land development related. Planners are responsible for assuring a well-balanced community that meets all our General Plan goals, while being environmentally sound. Once again, Planning staff logged many hours developing guidance documents on Vehicle Miles-Traveled this past year, as well as kicked off large master development plan projects covering all corners of the city.

Building staff continues to raise the bar on excellence when it comes to plan checks, permit issuance, public safety checks, and inspections. While they never lose focus on ensuring development standards, design guidelines and accessibility requirements are all met.

(continued on page 2)

Newsletter Highlights

MEET THE FRONT COUNTER

NEW FACES OF THE DEPARTMENT

ENGINEERING AT A GLANCE

GRANT FUNDING FOR THE FUTURE

DAD AKA "DOUG" JOKES



LOMA VISTA
A CLOVIS COMMUNITY



(continued from page 1...)

With the help of our Building staff, many large projects such as the expansion efforts at Clovis Community Medical Center, Fresno Wildlife and Rehabilitation Center, local hotels, and Butterfly Gardens are well on their way to occupancy.

Engineering staff are called upon to be specialists across many disciplines. Because of their broad experience and expertise, they are a support unit for the entire City providing assistance in areas such as permitting, private development plan check approval, capital investment design, inspection, and don't forget securing and processing millions of dollars in grant funds on capital projects. Engineering delivered many complex projects this year such as final design for the widening of Shaw Avenue, construction of Fire Station 6, civil plan approval of The Well Church, and overcoming many, many challenges presented at Landmark Square.

Our administrative staff are highly valuable keeping the Planning and Developing Services Department team running smoothly. This group of talented staff provides support in areas of workflow, geographic information systems, contracts, and overall office administration. The demands pressed upon our administrative staff are high and never ending. If you have not met our newest Principal Office Assistant, Catreena (Cat), be sure to stop by and introduce yourself.

I am grateful, thankful, and lucky to have the opportunity to lead such an amazing group of diverse professional, technical and administrative staff in the Planning and Development Services Department. I truly appreciate your WHY, it makes all the difference. **Thank you!**

Cheers,

Meet Our Front Counter



Pictured left to right: Eric Garcia, Planning Technician, Trish Densmore, Engineering Technician and Nicole Ducas, Building Permit Technician

Eric, Trish, and Nicole are the first faces you meet in the Planning and Development Services lobby. They cover a very busy front counter taking in plan checks, issuing permits, and answering zoning questions - really all things planning related. On a monthly basis our front counter issues more than 300 applications/permits, processes over 500 plan reviews, and answers more than 900 calls.

Certified for Business

BY: DOUG STAWARSKI - BUILDING OFFICIAL

The Building Division team has always been a highly credentialed and certified group. Technical certifications display a commitment to the profession, a diverse knowledge of codes, and a high level of self-initiative. Currently, the City of Clovis Building Division holds 159 certifications, which demonstrate its commitment to excellence not only in the industry but to the City they serve.

During the past year, the Building Division team saw several of their peers become building officials for neighboring jurisdictions. When these people left the city they took with them over 80 technical certifications. But the staff of the Building Division were not to be outdone or left behind, and they always rise to the challenge.

During the past year, they have earned an additional 30 certifications.

Amongst those who have displayed this commitment to excellence are:

- Nicole Ducas earned her Residential Plans Examiner Certificate.
- Joe Whitfield earned his Residential Mechanical Inspector and Combination Inspector Certificates.
- Jesse Newton earned ten certificates as inspector and plans examiner, such as Commercial Electrical Inspector and Fire Plans Examiner. Jesse also earned his Master Code Professional certificate, which is the highest level of certification available.
- Brad Fowler really rose to the challenge, earning sixteen technical certifications. Amongst them are: California Combination Inspector, Commercial Combination Inspector, Electrical Plans Examiner, and perhaps his most prestigious certificate for the year is the Combination Plans Examiner Certificate, as there are only 36 individuals in the state who hold that title.

New Faces to the Building Division

Donnie Newton



Donnie joined the Building Inspection team in February 2022 from Coconino County, Arizona, where he worked as a building inspector for the past three years. He holds ten International Code Council (ICC) certificates as a residential building inspector, commercial building inspector, and plans examiner. When he is not inspecting, Donnie is an avid reader and enjoys golf, gaming and riding his motorcycle.

Dan Lesmerises



Dan returned to the Building Division back in November 2021 after 13½ year hiatus. Dan began working for the City in September 2002 as a Building Inspector but in 2008, when the economy went south he transferred over to the Engineering Inspection Team where he has worked up until last November. Outside of all the work he does here at the City, Dan is also adjunct faculty at Fresno City College where he has taught framing and construction classes since 2004. Dan holds three ICC residential inspector and plans examiner certificates. When he is not inspecting, Dan enjoys traveling with his wife Linda, and hanging out with his two grandsons who are ages 11 and 14.

Julie Culter



Julie Culter joined the Building Division in May 2022 as a Permit Technician. In her spare time she enjoys traveling to the beach and hanging out with her family.

Dad aka "Doug" Jokes

- Yesterday I stopped by Barnes and Noble and bought a dictionary for my office. When I got back from the store, I opened the dictionary to find that every single page was BLANK! There were no words for how frustrated I felt!
- My email password was hacked again! This will be the sixth time I've had to rename my dog!
- I used to believe in reincarnation, but that was in another life!
- What do you call a pony with a sore throat? A little horse.
- I burned 2000 calories during my lunch break today... I left my frozen pizza in the oven way too long!
- What did the concertina player name his two daughters?
Anna One, Anna Two
- The building inspectors were all addicted to the Hokey Pokey! Thankfully, they have all turned themselves around!
- My wife said, "You weren't even listening to me, were you?" And I thought, that's a pretty weird way to start a conversation!
- And remember... if at first you don't succeed, skydiving is probably not for you!
- But don't worry, if you do jump out of an airplane and your parachute does not open, you will have the rest of your life to fix it!

New Faces to the Engineering Division

Capital Improvement Program (CIP)

Phil Ginther | Engineer II



Phil Ginther is an Engineer II and joined the CIP team in June 2021. Phil holds a degree in Civil Engineering from Fresno State. He has 20 years of professional experience in municipal improvements and has completed hundreds of projects throughout the valley. He has a strong background in roundabout design.

Jorge Aguilera | Engineer I



Jorge Aguilera is an Engineer I and joined the CIP team in June 2021. He is a graduate of Fresno State with a degree in Civil Engineering. Prior to joining the City he had been in the private sector for the majority of his career (about 8 1/2 years). The majority of his work has been in development and subdivisions. When not working Jorge enjoys playing sports, mainly soccer, and going to the movies.

Steven Gonzales | Engineer II



Steven Gonzales is an Engineer II and is the newest addition to the CIP team. He joined the team back in March 2022. He is a proud graduate of Fresno State (GO DOGS!) and came to the City with five years of experience in land development. He is passionate about improving the Central Valley through civil engineering. Outside of work Steven enjoys reading, going on runs, and playing with his dog.

Development Review Unit (DRU)

Jeff Brown | Engineer II



Jeff Brown joined Engineering's Development Review Unit in October 2021 as an Engineer I and was recently promoted to an Engineer II. He is a proud graduate of Fresno State. In his free time, he enjoys going skiing, and spending time with his wife and 2 dogs.

Engineering Team

Jeff Land | City Surveyor



Jeff Land joined the Engineering Division in April 2022 as the City Surveyor. He is a graduate of Fresno State and brings to the City 24 years of surveying experience. He also possesses his Professional Land Surveyor's license. Jeff is married with two kids who keep him so busy that he hasn't had time to really dive into any hobbies lately!

Transportation Grant Funding Received in 2021

BY: RYAN BURNETT - ENGINEERING PROGRAM SUPERVISOR

This past fiscal year we successfully applied for and received over \$5 million dollars in state and federal grants for transportation related improvements and maintenance. These funds were through Surface Transportation Block Grant (STBG), Congestion Mitigation and Air Quality (CMAQ), Highway Safety Improvement Program (HSIP), and the Active Transportation Program (ATP).

The STBG program is aimed at funding projects that emphasize system preservation through new construction, reconstruction, rehabilitation, resurfacing, restoration, preservation, or operational improvements. For this program, staff submitted a total of seven street rehabilitation projects for funding consideration. We were awarded four projects. These projects are scheduled to be constructed within the next several years.

STBG Project Location	Federal Funds Received	Total Project Cost
Armstrong Avenue Rehabilitation, Tollhouse to Sierra	\$611,408.00	\$873,440.00
Bullard Avenue Rehabilitation, Armstrong to Temperance	\$536,828.00	\$767,040.00
Temperance Ave. Rehabilitation, Herndon to SR 168	\$607,173.00	\$867,390.00
Willow Ave. Rehabilitation, Shaw to Barstow	\$659,687.00	\$942,410.00
Totals	\$2,415,096.00	\$3,450,280.00

The CMAQ program funds projects that will contribute to the attainment or maintenance of the national ambient air quality standards. For CMAQ funding consideration, staff submitted four applications. The City was awarded two of the projects for the installation of adaptive signal control technology on Shaw and Herndon Avenues. This technology automatically and dynamically adjusts the signal timing parameters to optimize corridor performance based on real-time traffic demand.

CMAQ Project Location	Federal Funds Received	Total Project Cost
Herndon Avenue Adaptive Signalization- Clovis to Temperance	\$412,160.00	\$588,800.00
Shaw Avenue Adaptive Signalization- Cole to DeWolf	\$421,120.00	\$601,600.00
Totals	\$833,280.00	\$1,190,400.00

The HSIP program provides funding for eligible improvements on a competitive basis that reduce fatalities and serious injuries on public roads. Staff received funding for adaptive signal control technology projects on Shaw and Herndon Avenues, which will complement the CMAQ projects above.

HSIP Project Location	Federal Funds Received	Total Project Cost
Clovis Adaptive Traffic Signal Project- Shaw, Willow to Clovis and Herndon, Helm to DeWitt	\$802,400.00	\$802,400.00

ATP provides funding for projects that encourage the use of active modes of transportation including biking and walking. Both state and federal funds are used in this program. Staff was successful in obtaining funding for a sidewalk project in a neighborhood south of Barstow Avenue, west of Clovis Avenue, which has no sidewalks. The project provides pedestrians a safe path of travel through the neighborhood and to the nearby Sierra Vista Elementary.

ATP Project Location	State and Federal Funds Received	Total Project Cost
Sierra Vista Elementary Area Sidewalk Improvements	\$997,000.00	\$997,000.00

Submitting applications for grant funding requires teamwork! A big thank you to all the staff that contributed to the applications. A special thanks to the GIS staff for their hard work with the exhibits and mapping.

CIP YEAR IN REVIEW

BY: THAD AVERY - SUPERVISING CIVIL ENGINEER

The latest trend in the City Capital Improvement Program (CIP) are projects large enough to take at least a year or more to construct. This past year we have been in construction on Landmark Square and Fire Station 6, in April 2022 we started the Shaw Avenue Widening project from Leonard to DeWolf and construction will be starting in the near future on Loma Vista Park as well as the Fire Station 2 Replacement. All of these projects are multimillion dollar projects that have been in design longer than construction due to their complexity. The Engineering team has done an exceptional job with acquiring property, coordinating with utility companies, and adjusting design based on the ever-changing developments around or within the projects.

While these are the most notable projects in the past year that everyone is interested in hearing about, the CIP section also continues to deliver the maintenance projects for our city roads and utilities. These projects include sewer replacements, well site upgrades, sidewalk improvements, and the many road improvement projects throughout the city. These are the projects that keep most of the citizens in the city happy when completed.

If there is one constant in the Development Review Unit (DRU), it's change. During the past fiscal year we have seen changes in staffing, in State laws affecting entitlements, and in our processes to improve our efficiency in returning reviews on time. All in all, the staff of the DRU is very adept at evolving to meet the ever-changing needs that we are faced with and serving the community.

Many new state laws went into place, some of which have changed our methods of processing entitlements. Significant changes to our process include the new accommodations for Solid Waste services that would improve our recycling and reduce our dependency on the landfill. Others have altered the way we evaluate traffic impacts to consider VMT together with LOS, while still others have attempted to provide a more streamlined process for residential projects. Simultaneously, our unit continues to work towards a fully digital review and approval process which causes us to constantly evaluate our processes. The digital method is anticipated to be completed within a year, which will allow us to improve our efficiencies and our record-keeping systems.

Through all the changes, DRU will continue to operate with a goal of providing a premier service experience for all our customers, whether they are local residents, developers, consulting professionals, or other agencies. The team's ability to deal with these evolving demands and staff changes is very impressive and a quality that continues to impress me as their supervisor. This characteristic will serve them well individually as they pursue advancement within their professional career, and it creates a great working environment full of teamwork. For Fiscal Year 2020-2021, the DRU team processed over 130 reviews and over 200 entitlement applications for conditions. Way to go DRU Crew!

DRU: Constantly Evolving

BY: SEAN SMITH - SUPERVISING CIVIL ENGINEER

CM Year in Review

BY: TRAVIS SAETHER - CONSTRUCTION MANAGER

Well, what can I say? Things have been a bit crazy in the world of Construction Management during this post pandemic era that we find ourselves in. Capital projects are at an unrivaled volume with three major building projects, the Shaw Avenue Widening project and the annual slurry project all currently underway, as well as a sundry of miscellaneous projects. Did I forget to mention that we have also kicked off the summer paving season and are working towards the widening of Nees Avenue in conjunction with the Well Church project? Like I said, we have no shortage of work. And that's just the capital side of our unit. The housing market is still on fire and development is roaring back to life with a healthy slate of tracts kicking off. Our city is growing and improving rapidly.

On a personnel note, we have managed to commandeer another inspector from our friends across the Willow divide. This addition will help our team out tremendously! If you haven't had the pleasure of meeting our newest team member Rami Abunamous, please stop by in the morning and say hi to him and the team back here in the CM corner. We always enjoy friendly faces, even if they are Planners and Engineers. Also, I want to say congratulations to Trish Densmore for her promotion to Engineering Technician. She is really stepping up to help all of us out with the miscellaneous tasks that CM keeps throwing at her and we appreciate it. Dan decided to head out and over to our friends in the Building Division. We wish him the best! In his stead, Navjot has stepped up and taken on the reigns of the Encroachment Department and is doing an amicable job.

Keep up the good work, CM. I think that encapsulates the main talking points for this year. We've made it a pleasure once again. Thank you!

Planning Division Debrief BY: DAVE MERCHEN - CITY PLANNER

Over the last 12 months, the Planning Division has accepted approximately 260 applications for permits and development approvals. Some simple approvals were completed within a day or two, while a small group of larger projects may take up to a couple of years to make their way through the process. In addition to the routine development applications that come in each week, the Planning Division has initiated work on an update to the Clovis General Plan and the Sixth Cycle Housing Element, implemented new state housing laws, and worked with owners and developers to commence work on several master plans and large subdivision projects requiring environmental impact reports. A few key highlights are summarized below:

Heritage Development Company - Specific Plan – Work began on an environmental impact report in January 2022 for a nearly 900-acre specific plan within Heritage Grove, proposed by the Heritage Development Company. Adoption of the specific plan and associated approvals will pave the way for a phased annexation program to move forward. The 900-acre project boundary is located north of Shepherd and east of Willow Avenues, and will ultimately accommodate approximately 8,500 dwelling units, 640,000 square feet of retail, and 790,000 square feet of other commercial uses. Public hearings are estimated to occur beginning in the spring of 2023.

The Avenue Mixed Use Project was approved in March 2022 for a mixed use project at the “Enzo’s Table” site at the southeast corner of Shepherd and Willow Avenues. Approximately 250 apartments in several two and three story buildings will be developed, along with 32,000 square feet of retail and office development. Construction is expected to commence later this year. The Enzo’s Table market will be temporarily relocated to The Row across the street during construction while its new permanent home is being built as part of the new mixed use project.



Food Truck Gathering sites have been gaining in popularity in Clovis, as demonstrated by a handful of approvals for food truck sites over the last several months. In addition to stand-alone operations, food truck gathering sites have been incorporated into sites where the primary uses are churches, local breweries, the CHSU campus, and even the layout of the City’s Loma Vista Village Green. Unpermitted food truck operations and gatherings in Clovis continue to outpace permitted activity, and staff continues to work with the industry on compliance with the City’s food truck ordinance.

Dutch Bros received approval for 2 new stores in Clovis, one at Willow and Alluvial Avenues and the other at Shaw and Helm Avenues. Permits for the tenant improvements at Willow and Alluvial are under review, while construction plans for the Shaw location have not yet been submitted.



The Home Place Master Plan, from Wathen-Castanos Homes, is in the final phase of review before being scheduled for consideration by the Planning Commission and City Council this summer. Located just east of Clovis East High School within Loma Vista, the 300-acre master plan will accommodate approximately 1,300 dwelling units at varying densities, a 5-acre neighborhood commercial site, and a 25 acre parcel that will be retained by the McFarlane family to function as a living museum honoring Clovis’ agricultural history. The master plan area will also need to be annexed into the City limits before development can occur.

General Plan & Housing Element Update

The General Plan establishes a comprehensive framework through which the City manages its growth and development to ensure it efficiently and effectively provides public facilities and services. Every city and county must have a general plan, and at a minimum, each general plan must address eight mandatory elements including land use, open space, circulation, conservation, housing, noise, safety, and environmental justice. With the exception of the housing element, which must be updated every 8 years, general plans can be updated whenever desired by the local agency, typically every 10-20 years.

The current Clovis General Plan was last updated in 2014. Although the Plan is not even 10 years old, several factors have combined to create growing interest in an update, including but not limited to: the enactment of new state housing and transportation laws, trends toward increased housing densities, environmental and other land use constraints identified within designated urban growth centers, and increased frequency in requests for annexation and sphere of influence amendments.

In early May 2022, the City Council directed staff to proceed with a two-phased approach to a general plan update. The first phase is referred to as the "General Plan Update Review and Audit" and includes an in-depth review of the existing 2014 General Plan. The analysis and report produced as part of the first phase will inform decision-makers, stakeholders, and the public of the options available for a general plan update and to help define the contents of a request for proposal (RFP) for Phase 2 of the general plan update. DeNovo Planning Group has been retained by the City to assist with this work, which should be complete by the end of 2022. Phase 2 could include an update to one or more individual elements or could be undertaken as a comprehensive update. A comprehensive update to the general plan update could take between 2 and 3 years to complete from the time work begins.

Housing elements are intended to ensure that all local governments adequately plan to meet the housing needs of everyone in the community. While the housing element is part of the general plan, it is subject to many detailed requirements found in state law that do not apply to the other topics. Due to these unique requirements, along with the mandatory 8 year update requirement, housing elements are typically prepared separately from any other general plan update. The current Clovis Housing Element was adopted in 2016 and the next update is due at the end of 2023. This means that Planning Division staff are working on the housing element update at the same time as the phased update to the rest of the general plan, occupying a significant portion of staff's capacity for the next couple of years. Associate Planner Lily Cha is the lead project manager working on the housing element, with Ascent Environmental retained as the City's consultant for this project.

New Face to Planning

Eric Garcia



Eric Garcia joined the Planning Division in February 2022 as a Planning Technician. He is a graduate of Fresno State and came to the City after working for Tehama County Air Pollution Control District. He jumped at the opportunity of coming to work for the City of Clovis so he could return to his roots and help the community in which he was raised in. Outside of work, he enjoys working on his health and staying in shape. The gym is his second home. When not at the gym, Eric enjoys drawing!

Exceptional Core Value Winners '21-'22



Nicole Ducas - Quarter 1

"The Core Values Program has been such a great tool to promote appreciation and gratitude within PDS. Sometimes we all get so busy that we forget to stop and take a minute to recognize the fantastic work and service everyone here provides. To hear all the nominations then be recognized by your fellow peers as a Core Values Winner is a great feeling and reassures me that I am working alongside some excellent people!"

Brad Fowler - Quarter 2

"It was nice to be recognized as someone that emulates the values that we strive for here in the Planning and Development Services Department. I do try. The core values program is great and is successful in getting us all to stop for a minute and commend our work family for their efforts. I think one of the good things about working here is that we, for the most part, don't need to make that much of a change in our collective effort to embody the core values. That is something I personally do not take for granted. I love you all for it. By the way, I'll nominate anyone willing to babysit my kids so I can finally use the restaurant certificate I got. Hey, what do say? They really are nice fun kids. Don't expect them to clean up though."



Joe Whitfield - Quarter 3

"Being nominated by a co-worker was a great feeling and winning the Exceptional Core Values Award was truly an honor. Knowing that all the hard work, extra tasks, and, ultimately, the superior customer service we provide each day doesn't go unnoticed is a very satisfying feeling. This program is an excellent way to recognize co-workers who go above and beyond to provide the highest level of service not only to our citizens and community, but also to the entire PDS Department. Our PDS Department is full of people who perform exceptional core values daily, so the next time you notice a co-worker going the extra mile, take a minute and give them a nomination."



Tyler Brown - Quarter 4

"The CORE Values Program is a great way to recognize those who go the extra mile to help one another and let them know they are appreciated. The entirety of my adult career has been in a service industry from the military to medical field and now public servant. I do not go to work everyday looking for accolades or recognition. Selfless Service is a trait I learned in the Army. I find happiness when helping others. From the first day I started at the City of Clovis, it immediately felt like a family in Planning and Development Services. Being nominated and selected as a CORE Values winner is truly something to be proud of."



New Faces to Admin Services

AGENDA ITEM NO. 11.

Catreena "Cat" Stirton



Cat is a graduate of Fresno Pacific University where she studied Business Administration and Management. She enjoys spending time with her family and dog, Nike. In her spare time, she loves to work in her home woodshop... Yes, she does have her own set of power tools!

Louisa Radford



Louisa Radford joined the City of Clovis back in January 2022 as a clerical assistant within the Admin Services Division. She came to the City from the County of Fresno. In her free time, she enjoys spending time with her husband, daughters Hayley and Sya, and dog Biscuit.

Updates from Admin Services

BY: RYAN NELSON, ADMINISTRATIVE MANAGER

PDS Administrative Services is comprised of a team of people from different disciplines from Clerical to GIS to Business Workflow. Our job is to handle all the general office support to allow the three divisions to focus on their subject matter work. Like many, the Administrative Services arm of PDS has been very busy in the last year successfully navigating through the increased stress of COVID.

Clerical Team

The past year has seen a lot of change for our Clerical team! Both of our Principal Office Assistants (POAs) were successful in competing for promotions. Our more senior POA, Tatiana Partain, was promoted to Staff Analyst in September. With this promotion, she will be providing even more value to the department by focusing on higher-level project participation. Our other POA, Tyler Brown, was also successful in competing for a promotion to Business Workflow Specialist, where he will be assisting in the administration of EnerGov and PDS' other Information Systems. To replace Tyler in the POA position, Catreena (Cat) Stirton began in April and is already doing an excellent job!

GIS Team

Our Geographical Information Systems (GIS) Analyst, Michelle Maldonado, we nominated to represent all of Central California as a Board Member for the Urban and Regional Information Systems Association (URISA). Both Michelle and our GIS Technician, Jonas Chanh, celebrated their first year as members of the City of Clovis team! Together they are reevaluating and updating old processes to make the city more efficient. They are focusing on self-service web maps to get users more in touch with more data, and faster than before. Over the next year, they will be participating in California's Next Generation 911 project updating the City's systems.

Business Workflow Team

Chris Catalano joined the Planning and Development Services Business Workflow team last spring as a Specialist. He has celebrated his first anniversary with the City and was also promoted to Analyst. With Tyler Brown's promotion to the team, the two are currently working on updating our permitting & licensing system to a new release, then working toward launching an online non-residential application this Summer.

PDS Gives Back - 2021

Once again the Planning and Development Services Department came together to help the community during the holiday season. Hundreds of dollars in gift cards were donated to Big Brothers and Big Sisters of Central California, which were distributed during their holiday event. Their goal is to ensure all of the children they serve receive a gift during the holiday season and thanks to our generous staff, we helped them succeed! Great job PDS!





CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: June 20, 2022

SUBJECT: Planning and Development Services - Approval – Res. 22-____, Final Map Tract 6377, located at the southeast area of Leonard Avenue and Shaw Avenue (DYP 6377, LP).

ATTACHMENTS: 1. Res. 22-____
2. Vicinity Map
3. Copy of Final Map

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the City Council to approve Res. 22-____, which will:

1. Accept the offer of dedication of parcels and public utility easements within Tract 6377; and
2. Authorize the recording of the final map.

EXECUTIVE SUMMARY

The owner, DYP 6377, LP, acting as the subdivider, has submitted a final map. The improvement plans are being processed by City staff. The improvements to be installed include curb, gutter, sidewalk, streetlights, fire hydrants, street paving, sanitary sewer, water mains, and landscaping. The subject tract is at the southeast area of Leonard and Shaw Avenues. It contains approximately 3.60 acres and consists of 18 residential units, zoned R-1.

FISCAL IMPACT

The subdivider will be installing curb, gutter, sidewalk, fire hydrants, street paving, sanitary sewer, water mains, and landscaping, which will be perpetually maintained by the City of Clovis. For the streetlights, the City will pay for the power and PG&E will provide the maintenance.

REASON FOR RECOMMENDATION

The subdivision agreement has been executed by the subdivider and all development fees paid or deferred in accordance with the Municipal Code. The agreement provides for the developer

to complete a technically correct map and improvement plans, and to complete all the required improvements in compliance with the conditions of approval. The improvements are adequately secured.

ACTIONS FOLLOWING APPROVAL

The final map will be filed with the Fresno County Recorder's office for recording.

Prepared by: Jeff Brown, Engineer II

Reviewed by: City Manager AH

RESOLUTION 22-____**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING FINAL SUBDIVISION MAP FOR TRACT NO. 6377**

WHEREAS, a final map has been presented to the City Council of the City of Clovis for Tract 6377, by The City of Clovis, a Municipal Corporation; and

WHEREAS, said final tract conforms to the requirements of Chapter 2, Part 2, of Division 4 of the Business and Professions Code and to local ordinances.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clovis as follows:

1. The final map of Tract 6377, consisting of three (3) sheets, a copy of which is on file with the City Clerk, be and the same is hereby approved.
2. The subdivision improvement plans for said tract have been approved by City Staff.
3. The preliminary Engineer's Cost Estimate of development cost of said tract, a copy of which is on file with the City Clerk, be and the same is hereby approved and adopted as the estimated cost of improvements for said subdivision in the sum of \$735,000.00.
4. The offer and dedication for public use of the parcels and easements specified on said map are accepted by the City of Clovis and the City Clerk is authorized and directed to execute said subdivision map.
5. This Council finds that the proposed subdivision, together with the provisions for its design and improvement, are consistent with applicable general and specific plans of the City of Clovis.
6. Improvement Security, as provided hereunder and in said Subdivision Agreement, is fixed at one hundred percent (100%) of the remaining improvements to be constructed or the sum of \$735,000.00 for guaranteeing specific performance of said agreement and fifty percent (50%) of the remaining improvements or the sum of \$367,500.00 for payment of labor and materials furnished by contractors, subcontractors, labormen and materialmen in connection with the improvements required to be made or constructed by said subdivider in conformity with said subdivision map or said agreement.
7. Subdivider shall furnish a bond in the sum of \$73,500.00 being the amount determined by the City Council of the City as necessary for the guarantee and warranty of the work for a period of one year following the completion and acceptance of the tract against any defective work or labor done, or defective materials furnished. Said bond is required to be furnished prior to acceptance of the tract by the City Council.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on June 20, 2022, by the following vote, to wit.

AYES:
NOES:
ABSENT:
ABSTAIN:

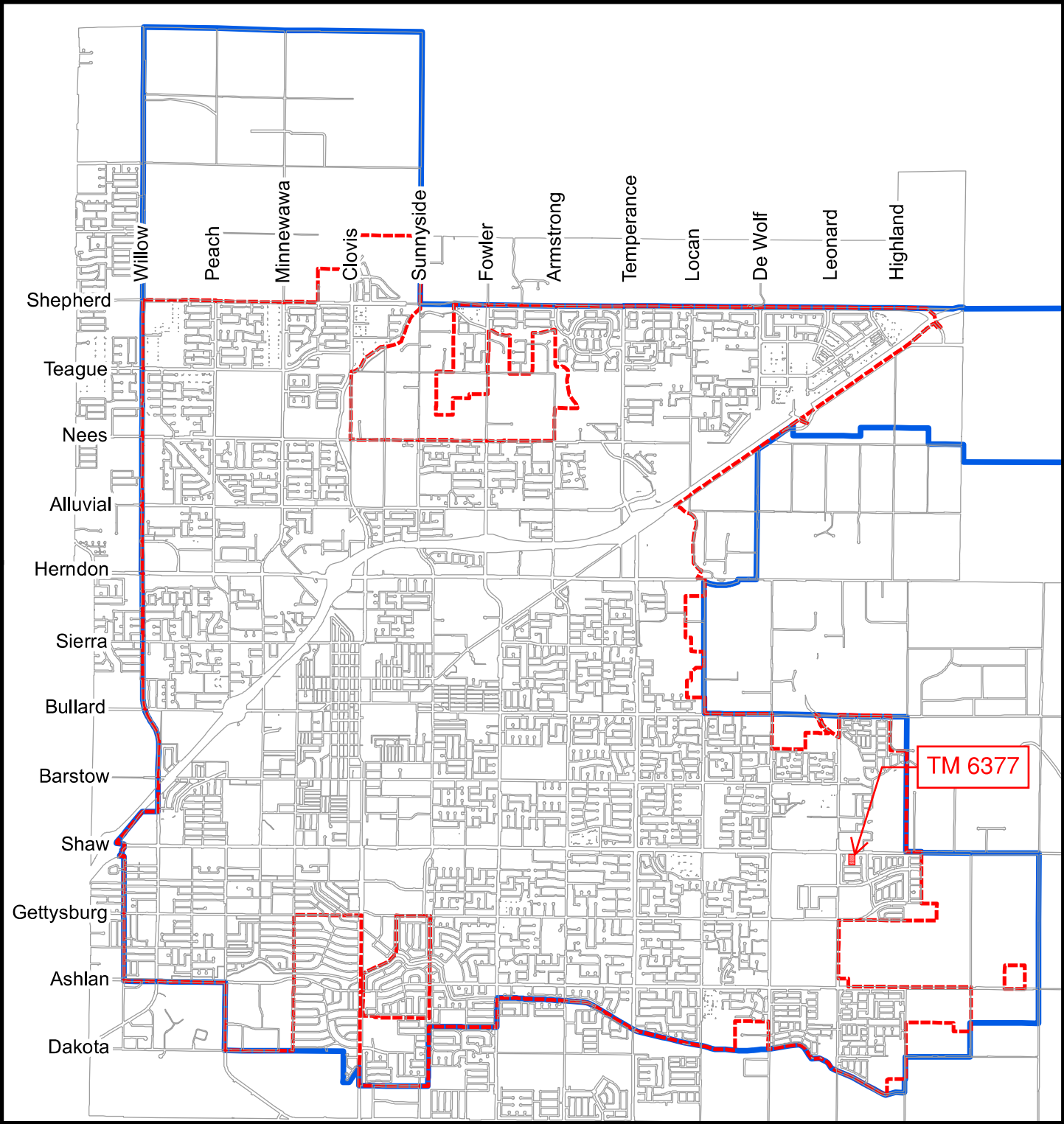
DATED:

Mayor

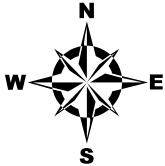
City Clerk

VICINITY MAP

TM 6377 (DYP 6377, LP)



Attachment 2



FINAL MAP OF TRACT NO. 6377

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, T.13S., R.21E.,
MOUNT DIABLO BASE AND MERIDIAN,
IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA.

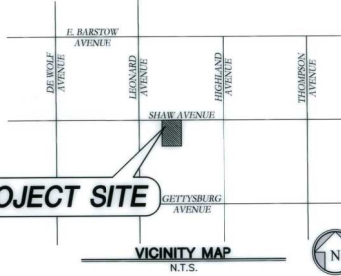
CONSISTING OF THREE (3) SHEETS.

FOR: **DE YOUNG PROPERTIES.**
677 W. PALMDON DRIVE #208
FRESNO, CA 93704

JANUARY 2022



601 POLLASKY AVE., STE. 301
CLOVIS, CA 93612 TEL: (559) 449-2400
WWW.QKINC.COM



OWNERS STATEMENT

WE HEREBY STATE THAT WE ARE THE LEGAL OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY SHOWN ON THIS SUBDIVISION MAP, AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY FOR THE MAKING AND FILING OF SAID SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINES HEREON, AND WE HEREBY OFFER FOR DEDICATION FOR PUBLIC USE ALL THE STREETS AND EASEMENTS SPECIFIED ON SAID MAP AS INTENDED FOR PUBLIC USE FOR PURPOSES SPECIFIED THEREIN.

DYP 6377, LP, A CALIFORNIA LIMITED PARTNERSHIP

BY: TEAM 5 PROPERTIES, INC. A CALIFORNIA CORPORATION, ITS GENERAL PARTNER

BY: [Signature]
CHRISTOPHER BRANDON DE YOUNG, EXECUTIVE VICE PRESIDENT

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Fresno

ON June 8, 2022 BEFORE ME, Lauren M. Cervillos, NOTARY PUBLIC, PERSONALLY APPEARED Christopher De Young, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE: [Signature]
LAUREN M. CERVILOS
PRINT NAME

MY COMMISSION EXPIRES Dec 12, 2024
MY COMMISSION NO. 22400009
PRINCIPAL PLACE OF BUSINESS Fresno COUNTY

BENEFICIARY'S STATEMENT

UNITED SECURITY BANK, AS BENEFICIARY UNDER DEED OF TRUST RECORDED MAY 25, 2022 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2022-0069706.

BY: [Signature] 6/8/22
NAME: Dennis R. Woods
TITLE: President/CEO

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Fresno

ON June 8, 2022 BEFORE ME, H. Dale Vidales, NOTARY PUBLIC, PERSONALLY APPEARED Dennis R. Woods WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE: [Signature]
H. DALE VIDALES
PRINT NAME

MY COMMISSION EXPIRES Sep 6, 2025
MY COMMISSION NO. 2374109
PRINCIPAL PLACE OF BUSINESS Fresno COUNTY

LEGAL DESCRIPTION

THE LAND REFERRED TO IS SITUATED IN THE COUNTY OF FRESNO, CITY OF CLOVIS, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE EASTERLY 320 FEET OF THE WESTERLY 733 FEET OF THE NORTHERLY 544.5 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 13 SOUTH, RANGE 21 EAST, MERIDIAN, CONTAINING 4.00 ACRES A LITTLE MORE OR LESS, EXCEPTING THEREFROM THE NORTHERLY 30 FEET THEREOF RESERVED FOR PUBLIC ROAD PURPOSES.

ALSO EXCEPTING THEREFROM THAT PORTION GRANTED TO THE COUNTY OF FRESNO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, RECORDED ON JULY 06, 1977 IN BOOK 6830 OF OFFICIAL RECORDS, PAGE 315 UNDER RECORDER'S SERIAL NUMBER 1977-68953, FRESNO COUNTY RECORDS.

THIS PROPERTY IS SUBJECT TO THE FOLLOWING:

- THE AFFECTS AND TERMS OF THAT DOCUMENT ENTITLED "RESOLUTION NO. 1816 - BOARD OF DIRECTORS OF THE FRESNO METROPOLITAN FLOOD CONTROL DISTRICT", RECORDED JULY 31, 1995 AS RECORDER'S SERIAL NUMBER 95092128, FRESNO COUNTY RECORDS.
- ANY EASEMENT FOR WATER COURSE OVER THAT PORTION OF SAID LAND LYING WITHIN THE BANKS OF THE MCFARLANE NO. 468 DITCH CREEK AND ANY CHANGES IN THE BOUNDARY LINES OF SAID LAND THAT HAVE OCCURRED OR MAY HEREAFTER OCCUR FROM NATURAL CAUSES.
- AN EASEMENT FOR DITCH AND RIGHT OF WAY PURPOSES IN FAVOR OF THE COUNTY OF FRESNO, PER DEED RECORDED MARCH 29, 1941 IN BOOK 2060 OF OFFICIAL RECORDS, PAGE 78.
NOTE: LOCATION OF EASEMENT PLOTTED BASED ON THE PHYSICAL LOCATION OF AN EXISTING DRAINAGE PIPE
- TERMS AND CONDITIONS ACCORDING TO THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO STATE OF CALIFORNIA ORDINANCE NO. 490-A-1615, RECORDED MARCH 18, 1977 IN BOOK 6759 OF OFFICIAL RECORDS, AT PAGE 808 OF OFFICIAL RECORDS OF FRESNO COUNTY.
- AN EASEMENT FOR PIPELINE AND INCIDENTAL PURPOSES IN FAVOR OF THE COUNTY OF FRESNO, PER DEED RECORDED JUNE 8, 1977 IN BOOK 6812 OF OFFICIAL RECORDS, PAGE 104 UNDER RECORDER'S SERIAL NUMBER 58809.
NOTE: DOES NOT AFFECT SUBJECT PROPERTY.
- AN EASEMENT FOR PIPELINE IN FAVOR OF THE COUNTY OF FRESNO, PER DEED RECORDED OCTOBER 25, 1977 IN BOOK 6801 OF OFFICIAL RECORDS, PAGE 282 UNDER RECORDER'S SERIAL NUMBER 114207.
- AN EASEMENT FOR PUBLIC STREET AND UTILITY PURPOSES IN FAVOR OF THE CITY OF CLOVIS, A MUNICIPAL CORPORATION, PER DEED RECORDED NOVEMBER 27, 2019 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2019-0143862.
NOTE: THIS WAS A GRANT DEED CONVEYING FEE TITLE, AND IS SHAW AVENUE SHOWN HEREON AS PREVIOUSLY DEDICATED RIGHT OF WAY.

SURVEYOR'S STATEMENT

THE SURVEY FOR THIS MAP WAS MADE BY ME OR UNDER MY DIRECTION AND IS TRUE AND COMPLETE AS SHOWN. THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DE YOUNG PROPERTIES - TEAM 5, IN JULY, 2021. I HEREBY STATE THAT ALL OF THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE ONE YEAR OF THE DATE THIS MAP IS RECORDED, OR ANY TIME EXTENSION APPROVED BY THE CITY ENGINEER. THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

[Signature] 6/8/2022
ANTONIO S. WESTERLUND, P.L.S. 9399 DATE



CITY ENGINEER'S STATEMENT

I, MICHAEL J. HARRISON, CITY ENGINEER OF THE CITY OF CLOVIS, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

[Signature] P.L.S. 8088 EXP. 3/31/2024 DATE
MICHAEL J. HARRISON CITY ENGINEER



CITY CLERK'S STATEMENT

I, KAREY CHA, DO HEREBY CERTIFY THAT THE COUNCIL OF THE CITY OF CLOVIS BY RESOLUTION ADOPTED ON 2022 APPROVED THE WITHIN MAP AND ACCEPTED SUBJECT TO IMPROVEMENT, ON BEHALF OF THE PUBLIC, ANY REAL PROPERTY AND EASEMENTS OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION. THIS ALSO INCLUDED APPROVAL OF WRITTEN NOTATIONS OF ALL ABANDONED EASEMENTS CONTAINED WITHIN THIS MAP.

BY: [Signature] DATE
KAREY CHA, CITY CLERK

RECORDER'S STATEMENT

DOCUMENT NUMBER: _____ FEE PAID: _____

FILED THIS _____ DAY OF _____, 20____, AT _____, CA.

IN VOLUME _____ OF PLATS AT PAGES _____ THRU _____, FRESNO COUNTY RECORDS.

AT THE REQUEST OF OK.

PAUL DICTOS, CPA
FRESNO COUNTY ASSESSOR-RECORDER

BY: _____ DEPUTY

E:\PROJECTS\2021\1210280\40401\FINAL MAP\210280-FULL.DWG 6/7/2022 3:00 PM

OVERALL BOUNDARY

FINAL MAP OF TRACT NO. 6377

BEING A PORTION OF NORTHEAST QUARTER OF SECTION 13, T.13S., R.21E., MOUNT DIABLO BASE AND MERIDIAN,
IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA.
CONSISTING OF THREE (3) SHEETS.

LEGEND

ALL DISTANCES SHOWN ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

- ◆ FOUND AND ACCEPTED SECTION CORNER AS NOTED.
- ⊕ FOUND AND ACCEPTED SECTION QUARTER CORNER AS NOTED.
- ⊙ FOUND AND ACCEPTED SECTION CENTER CORNER AS NOTED.
- FOUND MONUMENT AS NOTED.
- Ⓢ DENOTES PLOTTED EASEMENT PER EXCEPTIONS LISTED ON SHEET 1
- ▲ DENOTES PREVIOUSLY DEDICATED RIGHT OF WAY
- D.N. DOCUMENT NUMBER PER OFFICIAL RECORDS OF FRESNO COUNTY
- () RECORD DATA PER NOTED REFERENCE OR CALCULATED THEREFROM
- S.F.N.F. SEARCHED FOR, NOTHING FOUND
- F.C.R. FRESNO COUNTY RECORDS
- O.R.F.C. OFFICIAL RECORDS OF FRESNO COUNTY
- OR CORNER RECORD ON FILE WITH THE FRESNO COUNTY SURVEYOR
- XX PM YY BOOK XX OF PARCEL MAPS, PAGE YY, F.C.R.
- XX RS YY BOOK XX OF RECORD OF SURVEY, PAGE YY, F.C.R.
- XX PLATS YY-ZZ VOLUME XX OF PLATS, PAGES YY-ZZ, F.C.R.
- N.T.G. NOT TO SCALE
- SUBDIVISION BOUNDARY
- SECTION LINES
- CENTERLINE
- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- PROPOSED LOT LINE
- ADJACENT/UNDERLYING PARCEL LINES

REFERENCES

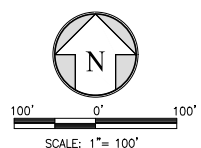
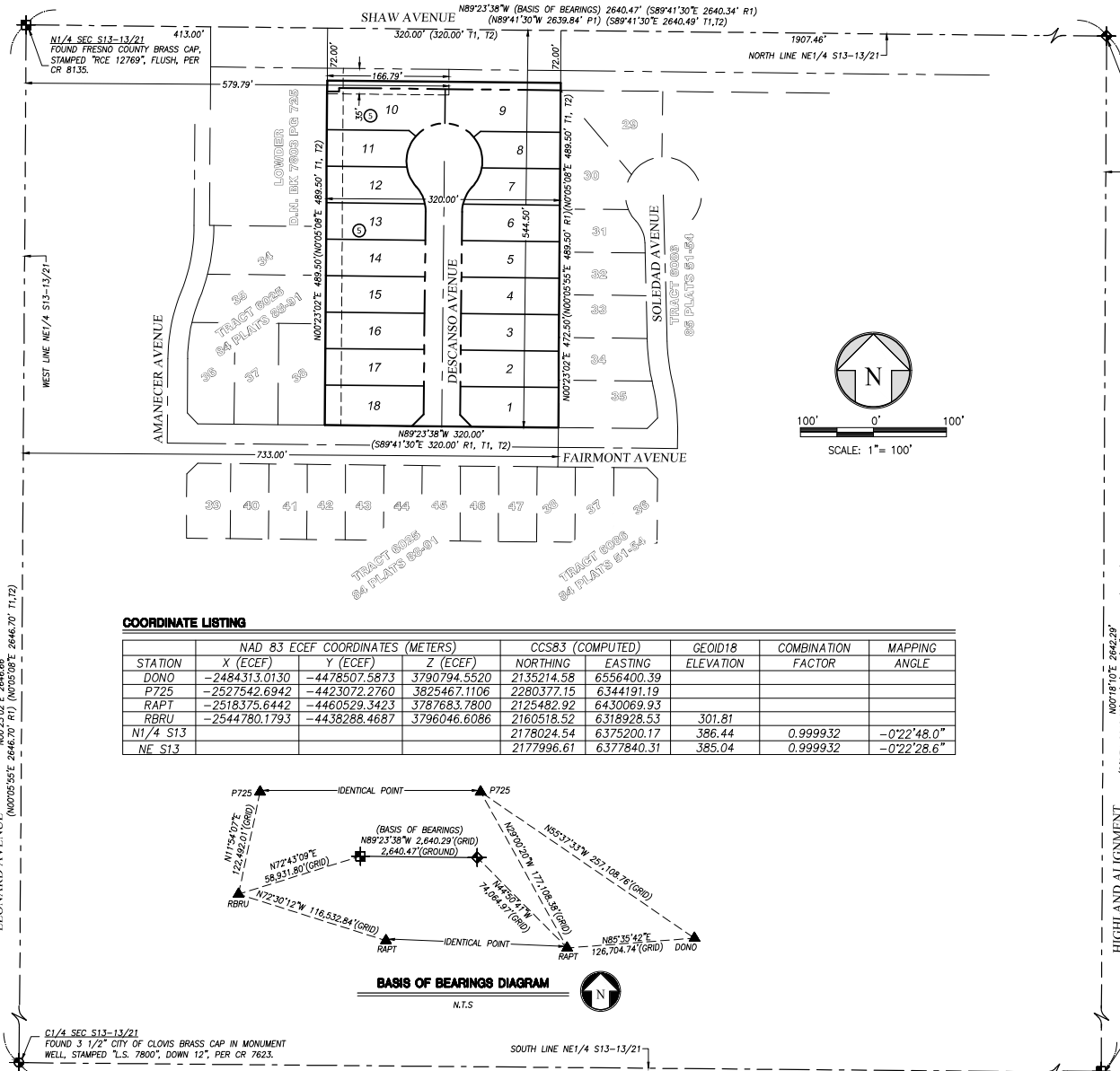
P1	PARCEL MAP NO. 1352	8 PM 69, F.C.R.
R1	RECORD OF SURVEY	36 RS 95, F.C.R.
T1	TRACT MAP NO. 6025	84 PLATS 88-91, F.C.R.
T2	TRACT MAP NO. 6086	85 PLATS 51-54, F.C.R.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS CCSS3(2017.S0), ZONE 4, SHOWN LOCALLY BY THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 13-13/21, M.D.B.&M., BEARING NORTH 89°23'38" WEST, AND IS BASED UPON GPS OBSERVATIONS FROM CSRN STATIONS DONO, P725, RAPT, AND RBUR, ALL HAVING PUBLISHED ACCURACIES OF LESS THAN 1 CM.

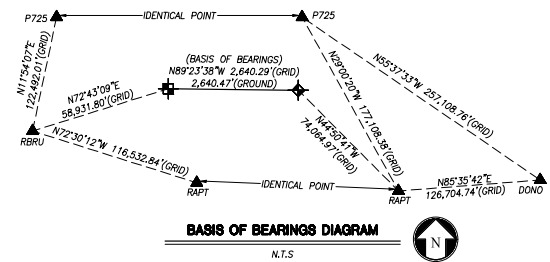
SURVEY NOTES

- UNLESS OTHERWISE NOTED, ALL DISTANCES SHOWN HEREON ARE GROUND DATA. GROUND DATA WAS OBTAINED BY DIVING GRID DATA BY THE PROJECT SPECIFIC COMBINATION FACTOR OF 0.999932, AT THE N 1/4 CORNER OF S13. GEIOD18 WAS USED TO OBTAIN ELEVATION DATA PERTAINING TO SCALE FACTORS.
- THE VALUES REFERENCED ABOVE AND SHOWN HEREON WERE COMPUTED USING A LEAST SQUARES ADJUSTMENT HOLDING FIXED THE NAD83 ECEF COORDINATES, AS PUBLISHED BY THE CSRC AND SHOWN HEREON OF THE FOLLOWING STATIONS:
HORIZONTAL CONSTRAINTS: DONO, P725, RAPT, RBUR
VERTICAL CONSTRAINTS: RBUR
- THE RESULTING HORIZONTAL POSITIONAL ACCURACY OF THE MONUMENTS MEASURED IN THIS SURVEY RANGE FROM 0.020" TO 0.023" AS EXPRESSED BY THE SEMI-MAJOR AXIS OF THE ERROR ELLIPSE AT THE 95% PERCENT CONFIDENCE REGION.
- CCS83 COORDINATES AND DATA ARE SHOWN ONLY FOR COMPLIANCE WITH THE PUBLIC RESOURCES CODE.
- NO FDCD ACCURACY IS CLAIMED FOR THIS SURVEY.
- ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET, UNLESS OTHERWISE NOTED.



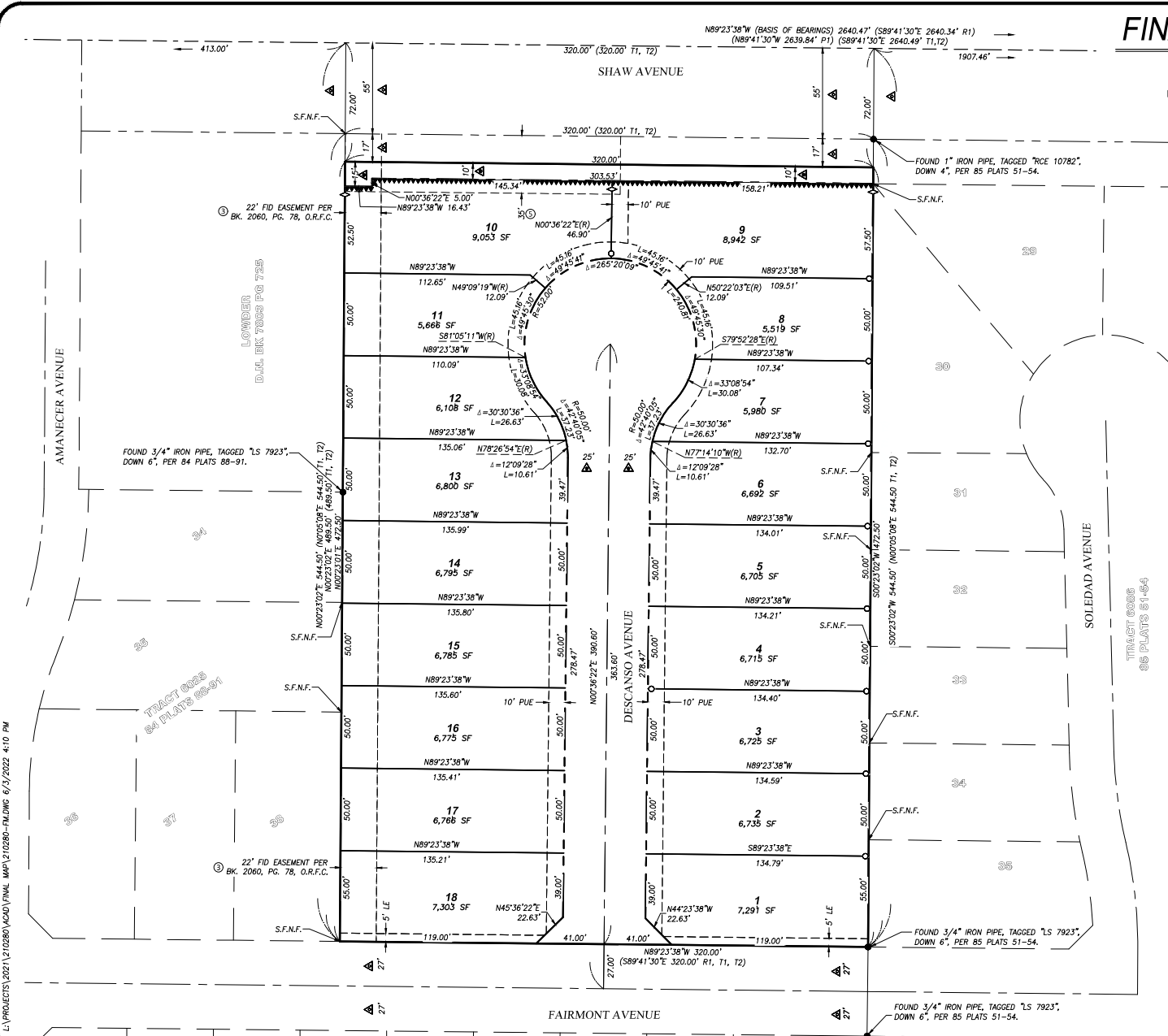
COORDINATE LISTING

STATION	NAD 83 ECEF COORDINATES (METERS)			CCS83 (COMPUTED)		GEIOD18 ELEVATION	COMBINATION FACTOR	MAPPING ANGLE
	X (ECEF)	Y (ECEF)	Z (ECEF)	NORTHING	EASTING			
DONO	-2484313.0130	-4478507.5873	3790794.5520	2135214.58	6556400.39			
P725	-2527542.6942	-4423072.2760	3825467.1106	2280377.15	6344191.19			
RAPT	-2518375.6442	-4460529.3423	3787683.7800	2125482.92	6430069.93			
RBUR	-2544780.1793	-4438288.4687	3796046.6086	2160518.52	6318928.53	301.81		
N1/4 S13				2178024.54	6375200.17	386.44	0.999932	-0°22'48.0"
NE S13				2177996.61	6377840.31	385.04	0.999932	-0°22'28.6"



FINAL MAP OF TRACT NO. 6377

BEING A PORTION OF NORTHEAST QUARTER OF SECTION 13, T.13S., R.21E., MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA. CONSISTING OF THREE (3) SHEETS.



- LEGEND**
- ALL DISTANCES SHOWN ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.
 - ◆ FOUND SECTION CORNER/QUARTER CORNER AS NOTED ON SHEET 2.
 - FOUND MONUMENT AS NOTED ON SHEET 3.
 - ◊ DENOTES PREVIOUSLY DEDICATED RIGHT OF WAY
 - △ SET 3/4" IRON PIPE, TAGGED "PLS 9399", AS WITNESS CORNERS, 5 FEET ALONG LOT LINE FROM TRUE CORNER POSITION
 - SET 3/4" IRON PIPE, TAGGED "PLS 9399", AS WITNESS CORNERS, 2 FEET ALONG LOT LINE FROM TRUE CORNER POSITION
 - D.N. DOCUMENT NUMBER PER OFFICIAL RECORDS OF FRESNO COUNTY
 - () RECORD DATA PER NOTED REFERENCE
 - M/XX MEASURED AND RECORD DATA PER REFERENCE AS SHOWN
 - CXX CALCULATED RECORD DATA PER REFERENCE AS SHOWN
 - N.T.S. NOT TO SCALE
 - S.F.N.F. SEARCHED FOR, NOTHING FOUND
 - F.C.R. FRESNO COUNTY RECORDS
 - PUE PUBLIC UTILITY EASEMENT
 - LE LANDSCAPE EASEMENT
 - ⑤ DENOTES PLOTTED EASEMENT PER EXCEPTIONS LISTED ON SHEET 1
 - SUBDIVISION BOUNDARY
 - SECTION LINES
 - CENTERLINE
 - EXISTING RIGHT OF WAY
 - PROPOSED RIGHT OF WAY
 - ADJACENT/UNDERLYING PARCEL LINES
 - INDICATES RELINQUISHMENT OF DIRECT ACCESS RIGHTS

- REFERENCES**
- P1 PARCEL MAP NO. 1352, P.M. 8-69, F.C.R.
 - R1 RECORD OF SURVEY, R.S. 36-95, F.C.R.
 - T1 TRACT MAP 6025, R.M. 88-91, F.C.R.
 - T2 TRACT MAP 6086, R.M. 51-54, F.C.R.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

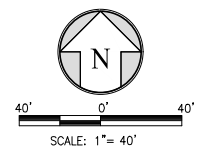
- PUE PUBLIC UTILITIES EASEMENT NOW OFFERED FOR DEDICATION
- LE LANDSCAPE EASEMENT NOW OFFERED FOR DEDICATION

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- △ AREA NOW OFFERED FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES

MONUMENT NOTE

3/4" IRON PIPE, TAGGED "PLS 9399" SET AT ALL LOT CORNERS, ANGLE POINTS, AND BEGINNING AND ENDING OF ALL CURVES, UNLESS OTHERWISE NOTED.





CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: June 20, 2022

SUBJECT: Planning and Development Services - Approval – Res. 22-____, Annexation of Proposed Tract 6377, located at the Southeast area of Leonard Avenue and Shaw Avenue to the Landscape Maintenance District No. 1 of the City of Clovis (DYP 6377, LP).

ATTACHMENTS: 1. Res. 22-____

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the City Council to approve Res. 22-____, which will annex proposed Tract 6377, located at the Southeast area of Leonard Avenue and Shaw Avenue to the Landscape Maintenance District (LMD) No. 1 of the City of Clovis.

EXECUTIVE SUMMARY

The owner, DYP 6377, LP, acting as the subdivider, has requested to be annexed to the LMD No. 1 of the City of Clovis as set forth by the Conditions of Approval for Tentative Tract 6377.

BACKGROUND

DYP 6377, LP, the developer of Tract 6377, has executed a covenant that this development be annexed to the City of Clovis, LMD No. 1. An executed copy can be provided on request. Council formed the original District on July 15, 1985, for the purpose of funding the maintenance of landscaped areas and parks.

Under the provisions of the Landscaping and Lighting Act of 1972 and in accordance with Article XIII C and Article XIII D of Proposition 218, all the owners of property proposed for annexation have provided a written request and consent to annexation and have executed a covenant (petition) indicating acceptance of the annual assessment.

FISCAL IMPACT

This project will add landscaping to the LMD No. 1 of the City of Clovis shown as follows:

	<u>Tract 6377</u>	<u>Year to Date</u>
LMD Landscaping added:	0.176 acres	8.318 acres
Resource needs added:	0.018 persons	0.832 persons

The resource needs estimate is based on 1 person per 10 acres of landscaped area.

REASON FOR RECOMMENDATION

The property owners for the subject tract have requested annexation into the City of Clovis LMD No. 1.

ACTIONS FOLLOWING APPROVAL

Tract 6377 shall become a part of City of Clovis LMD No. 1 and will be assessed next year for maintenance costs.

Prepared by: Jeff Brown, Engineer II

Reviewed by: City Manager AA

RESOLUTION 22-___

**RESOLUTION OF THE COUNCIL OF THE CITY OF CLOVIS, CALIFORNIA,
APPROVING ANNEXATION TO LANDSCAPING MAINTENANCE DISTRICT NO. 1
OF THE CITY OF CLOVIS**

WHEREAS, City of Clovis Landscape Maintenance District No. 1 ("District") was formed by Resolution No. 85-78, adopted July 15, 1985, pursuant to Part 2 of Division 15 of the Streets and Highways Code (Landscape and Lighting Act of 1972), herein the "Act"; and

WHEREAS, all of the owners of property proposed to be annexed to the District consisting of proposed Tract No. 6377, as described in Attachment A attached hereto and incorporated herein by reference, have consented to said annexation and such annexation may be ordered without notice and hearing or filing of engineer's report, or both.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. That the public interest and convenience require that certain property described in Attachment A attached hereto and by reference incorporated herein be annexed into Landscape Maintenance District No. 1 of the City of Clovis for the maintenance and servicing of landscaping facilities.
2. The City Clerk shall receive and file the maps showing the boundaries of the areas annexed as set forth in Attachment A which boundaries shall be used for assessment proceedings until and unless a change of organization is approved pursuant to the Act.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on June 20, 2022, by the following vote, to wit.

AYES:
NOES:
ABSENT:
ABSTAIN:

DATED:

Mayor

City Clerk

ATTACHMENT A

Legal Description

Lots 1 through 18, inclusive, of Tract Map 6377 recorded in Volume _____ of Plats at Pages _____ through _____, Fresno County Records.



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: June 20, 2022

SUBJECT: Planning and Development Services – Approval – Consultant List from which Professional Consultants shall be selected for the FY 2022-2023.

ATTACHMENTS: 1. Fiscal Year 2022-2023 Consultant Master List

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the City Council to approve the attached Consultant List for implementing the Community Investment Program to evaluate private development and public works projects for Fiscal Year 2022-2023, effective July 1, 2022.

BACKGROUND

In accordance with Clovis Municipal Code, Section 2.7.08, Paragraph C, the City Manager shall annually recommend to the City Council, for approval, a list of qualified professional consultants as selected by the City Engineer. These professional consultants shall be utilized to implement the City's Five-Year Community Investment Program to evaluate private development and public works projects and perform special studies. The list includes consultants expressing interest in performing work for the City and possessing the required qualifications.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

The updated attached list includes qualified professional consulting firms that have expressed a desire to be considered for City projects.

ACTIONS FOLLOWING APPROVAL

None.

Prepared by: Tatiana Partain, Staff Analyst
 Reviewed by: City Manager *AT*

CITY OF CLOVIS FY 2022-2023 CONSULTANT LIST

CONSULTANT	ADDRESS	CITY	ZIP
Achievement Engineering Corp.	5070 N 6th St., Suite 188	Fresno	93720
AECOM	1360 E Spruce Ave, Suite 101	Fresno	93720
Aegis Groundwater Consulting, LLC	1177 E Shaw Ave, Suite 101	Fresno	93710
Alan Mok Engineering	7415 N. Palm Ave, Suite 101	Fresno	93711
Alisto Engineering Group	1575 Treat Blvd., Suite 201	Walnut Creek	94598
Associated Transportation Engineers	100 N. Hope Avenue, Suite 4	Santa Barbara	93110
ATI Architects and Engineers	2510 Douglas Blvd.	Roseville	95661
Begur Consulting	6350 Greenfield Drive	Gilroy	95020
Berg & Associates	302 W. 5th St. Suite 210	San Pedro	90731
Biggs Cardosa Associates Inc.	5250 N. Palm Ave., Suite 211	Fresno	93704
Black and Veatch	8950 Cal Center Drive, Suite 238	Sacramento	95826
Blackburn Consulting	360 W. Bedford Ave., Suite 101	Fresno	93711
Blair, Church and Flynn	451 Clovis Avenue, Suite 200	Clovis	93612
Boyle Engineering Corporation	1360 E. Spruce Ave.	Fresno	93720
Broussard and Associates	389 Clovis Avenue	Clovis	93612
Brown & Caldwell	3480 Buskirk Avenue	Pleasant Hill	94523
Brown Buntin Associates	406 W School Ave	Visalia	93291
Bruce Hale Design	1201 N W Blakely Court	Seattle WA	98177
BSA Architects	350 Pacific Avenue, Suite 302	San Francisco	94111
BSK and Associates	567 W. Shaw Avenue, Suite B	Fresno	93704
California Associates Laboratories LLP	4124 W. Swift Avenue, Suite 107	Fresno	93722
California Utility Consultants	456 Clovis Ave Suite 6	Clovis	93612
Carollo Engineers	7580 N. Ingram Ave, Suite 112	Fresno	93711
CEI Engineering Assoc., Inc.	1044 E. Herndon Ave., Suite 108	Fresno	93720
CH&D Architects	2120 20th Street	Sacramento	95818
Cole & Russell Architects, Inc.	600 Vine Street, Suite 202	Cincinnati	45202
Cornerstone Structural Engineering Group	986 W. Alluvial Avenue, Suite 201	Fresno	93704
Cotton/Bridges/Associates	3840 Rosin Court, Suite 130	Sacramento	95834
CSG Consultants	21 Alisal St #108	Salinas	93901
Dale Rutherford Architecture	333 W. Shaw Avenue, Suite 102	Fresno	93704
Danielian Associates	Sixty Corporate Park	Irvine	92606

Derivi Construction Architecture	924 N. Yosemite Street	Stockton	95203
DeWees Design	58 Plaza Square, Studio A	Orange	92866
Dixon & Associates Land Surveying	620 Dewitt Ave Suite 101	Clovis	93612
DKS Associates	1956 Webster Street, Suite 300	Oakland	94612
Don Dommer Associates	1144 65th Street, Suite G	Oakland	94608
Donabedian Hannah Architecture	5070 N. Sixth St., Suite 103	Fresno	93710
Douglas "John" Johnson Land Surveying	4444 N. Dickenson	Fresno	93704
Electrical Power Systems	4049 N. Fresno Street	Fresno	93726
Engineering Designs	5155 N. First Street	Fresno	93710
Environmental Science Associates	8950 Cal Center Drive, Suite 300	Sacramento	95826
ESP (Espinosa) Surveying	2598 North Miami Ave	Fresno	93727
Fehr & Peers	2990 Lava Ridge Court #200	Roseville	95661
Geocon Consultants, Inc.	3160 Gold Valley Drive, Suite 800	Rancho Cordova	95742
Geo-Logic Associates	143 E. Spring Hill Drive	Grass Valley	95945
Harbour & Associates	389 Clovis Avenue, Suite 300	Clovis	93612
Harris Construction	5286 E. Home Avenue	Fresno	93727
HDR Engineering	2365 Iron Point Road #300	Folsom	95630
Hilliard Architects, Inc.	57 Post Street, Suite 512	San Francisco	94104
HLA Group, Landscape Architects & Planners	1990 Third Street, Suite 500	Sacramento	95814
HydroScience Engineers, Inc.	3353 Bradshaw Road, Suite 218	Sacramento	95827
Infrastructure Engineering Corporation	14271 Danielson Street	Poway	92064
Integrated Designs By Somam Inc	6011 N. Fresno Street, Suite 130	Fresno	93710
J. Dorbritz, A.I.A.	800 Frenwood Pacific	Topanga	90290
J.D. Walsh, Architecture & Urban Devel.	1945 Belding Drive	Palm Springs	92262
James Oakes	191 W. Shaw Avenue, Suite 101	Fresno	93704
JLB Traffic Engineering Inc	5928 E Kavaland	Fresno	93727
Johnson Architecture	942 E. Olive Ave.	Fresno	93728
Kenneth D. Schmidt & Associates	600 W. Shaw Avenue, Suite 250	Fresno	93704
Kitchell	2450 Venture Oaks Way, STE 500	Sacramento	95833
Kittelsohn & Associates	1455 Response Road, Suite 120	Sacramento	95815
Klassen Corporation	2021 Westwind Drive	Bakersfield	93301
Kleinfelder	5125 N. Gates Avenue, Suite 102	Fresno	93706
Krazan & Associates	215 W. Dakota Avenue	Clovis	93612
Lars Andersen & Associates	4694 W. Jacquelyn, Suite 119	Fresno	93722

Lee & Ro, Inc.	11171 Sun Center Drive, Suite 210	Rancho Cordova	95670
Lore Engineering, Inc.	620 Dewitt Ave Suite 101	Fresno	93612
Mark Thomas & Co Inc	7571 N Remington Ave, Suite 102	Fresno	93711
Marks Bloxom Architects	555 W. Shaw Ave Suite B7	Fresno	93704
McPheeters & Associates	1486 Tollhouse Rd.	Clovis	93611
Michael K. Nunley & Associates, Inc	8405 N Fresno St, Suite 120	Fresno	93720
Michael Sutherland & Associates	36691 Avenue 12	Madera	93638
Mid-Valley Engineering	5635 N. Figarden Drive, Suite 107	Fresno	93720
MIG	800 Hearst Avenue	Berkeley	94710
Miyamoto International, Inc.	1450 Halyard Drive, Suite One	West Sacramento	95691
Moore Twining Labs, Inc.	2527 Fresno St.	Fresno	93721
Morton & Pitalo Inc	75 Iron Point Circle #120	Folsom	95630
MWM Architects, Inc.	2333 Harrison Street	Oakland	94612
Nichols Consulting Engineers	1101 Pacific Avenue, Suite 300	Santa Cruz	95060
Nichols Consulting Engineers, Chtd.	8795 Folsom Blvd., Suite 250	Sacramento	95826
Nichols Consulting Engineers, Chtd.	501 Canal Blvd., Suite C	Richmond	94804
Ninyo & Moore	675 Hegenberger Road, Suite 220	Oakland	94621
Northstar Engineering Group	909 14th Street	Modesto	95354
NV5	1215 West Center Street, Suite 201	Manteca	95337
O'Dell Engineering	1165 Scenic Drive, Suite A	Modesto	95350
Peters Engineering	952 Pollasky Ave.	Clovis	93612
Precision Civil Engineering	1234 O Street	Fresno	93722
Provost and Pritchard, Inc.	2505 Alluvial Ave.	Clovis	93611
Quad-Knopf Engineering, Inc.	6051 North Fresno Street, Suite 20	Fresno	93710
R.W. Greenwood and Associates	2558 E. Olive Avenue	Fresno	93701
Rincon Consultants Inc	1530 Monterey St Suite D	San Luis Obispo	93401
RMA GeoScience	3897 N Ann Ave	Fresno	93727
Robert Boro & Associates	P.O. Box 4734	Fresno	93744
RRM Design Group	210 East F Street	Oakdale	95361
RRM Design Group	3765 S. Higuera Street, Suite 102	San Luis Obispo	93401
Safety Network	2310 Larkin	Fresno	93727
Salem Engineering Group	4729 W. Jacquelyn Avenue	Fresno	93722
Santina & Thompson	1355 Willow Way, Suite 280	Concord	94520
Sasaki Associates, Inc.	900 N. Point Street, Suite B300	San Francisco	94109

Schricker Engineering Group inc	2550 Walsh Ave Suite 120	Santa Clara	95051
SCS Engineers	3117 Fite Circle Suite 108	Sacramento	95827
See's Consulting & Technical (mail only)	P.O. Box 28246	Fresno	93729
Sigfried Engineering, Inc.	4045 Coronado Avenue	Stockton	95204
Technicon Engineering Services	4539 N. Brawley Avenue, # 108	Fresno	93722
The Beals Group	#2 N. Market Street	San Jose	95113
The Taylor Group Architects	10 River Park East, Suite 104	Fresno	93720
TJKM Transportation Consultants	4234 Hacienda Drive, Suite 101	Pleasanton	94588
Transportation Planning Group	222 N. Garden, Suite 100	Visalia	93291
Triad Architecture & Planning Assoc.	516 W. Shaw Ave., Suite 206	Fresno	93704
Tri-City Engineering	4630 W. Jennifer, Suite 101	Fresno	93722
Trinity Engineering Labs	1187 N Willow #105 PMB 20	Clovis	93611
Vanir	4540 Duckhorn Drive, Suite 300	Sacramento	95834
Vector Engineering	12438 Loma Rica Road, Suite C	Grass Valley	95945
Vermeltfoort Architects	8525 N Cedar #106	Fresno	93720
VRPA Technologies (DBE)	4630 W Jennifer	Fresno	93722
Wald, Ruhnke & Dost Architects, LLP	330 Fifth Street, Suite C	Clovis	93612
West Coast Land Surveying	3949 N. Condor Ct.	Sanger	93657
West Yost Assoc	2020 Research Park Dr #100	Davis	95618
Willdan Associates	2495 Natomas Park Drive, Suite 550	Sacramento	95833
Willdan Serving Public Agencies	2014 Tulare Street, Suite 515	Fresno	93721
Wilson & Associates	4221 W. Sierra Madre, Suite 201	Fresno	93722
WLC	10470 Foothill Blvd. Virginia Dart Tower	Rancho Cucamonga	91730
Wood Architects	5761 Stoddard Road	Modesto	95356
Yamabe and Horn Engineering, Inc.	2985 N. Burl Ave., Suite 101	Fresno	93727



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: June 20, 2022

SUBJECT: Planning and Development Services – Approval – Waive Formal Bidding Requirements and Authorize the Purchase of new Surveying Equipment from California Surveying and Drafting Supply.

ATTACHMENTS: None

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the City Council to waive the formal bidding requirements and authorize the City Manager to approve the purchase of new surveying equipment in the amount of \$82,507.54 from California Surveying and Drafting Supply.

EXECUTIVE SUMMARY

In April 2022 the City filled its vacancy of City Surveyor. This position was added to the Planning and Development Services budget for the Fiscal Year 2021-22, and prior to its addition, much of the work was contracted out. Therefore, the City does not currently own the equipment needed to perform the duties assigned with the role of City Surveyor.

BACKGROUND

In previous years, the City Engineer has acted as City Surveyor to a limited capacity. All fieldwork in regard to surveying was contracted out on an as-needed basis. The City determined it necessary to add a full-time Land Surveyor to the engineering team as part of the succession plan required for operation. With this comes the need for the equipment necessary to perform work associated with the position. California Surveying and Drafting Supply was selected after reviewing quotes from three (3) vendors of the equipment needed.

FISCAL IMPACT

The overall equipment and software costs will be \$82,507.54, including tax. This cost includes all physical equipment, the establishment of a software license, one-year access to the geographic data software, and a one-year warranty on all equipment.

REASON FOR RECOMMENDATION

California Surveying and Drafting Supply provided the lowest responsible quote for the equipment requested by the City Surveyor. There are sufficient funds available for the cost of this equipment.

ACTIONS FOLLOWING APPROVAL

A purchase order will be prepared and approved by the City Manager to move forward with the ordering of this equipment.

Prepared by: Tatiana Partain, Staff Analyst

Reviewed by: City Manager *AM*



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Police Department

DATE: June 20, 2022

SUBJECT: Police – Approval – Purchase of Unmanned Aerial Vehicle DJI-M30T (Drone) in Accordance with Clovis Police Department Military Equipment Use Policy 706.

ATTACHMENTS: 1. Policy 706 (Military Equipment Use Policy) of the Clovis Police Department Policy Manual
2. Quote for DJI-M30T
3. Photograph of DJI-M30T

CONFLICT OF INTEREST

None.

RECOMMENDATION

Staff recommends that the City Council approve the purchase of one (1) DJI-M30T Unmanned Aerial Vehicle (UAV) for public safety pursuant to Policy 706 of the Clovis Police Department Policy Manual.

EXECUTIVE SUMMARY

Staff recommends that the City Council approve purchase of one (1) DJI-M30T UAV for the use of public and officer safety. The application of the DJI-M30T equipped with optical, zoom, and/or thermal cameras allow the Department to monitor unfolding crime scenes more accurately and at a safer distance.

A quick and deployable camera drone allows pilots to have a better vantage point during times of chaotic situations where deploying ground personnel is too risky. Aerial vantage points from drones also allow post-accident scenes or crime scenes to be fully documented and reconstructed to help understand the timeline of events for each incident. The sole reliance on ground assets to respond to emergency events increases threats to the safety of the community and emergency personnel and decreases the efficiency and effectiveness of the emergency response.

A DJI-M30T UAV will act as a force multiplier and the cost of the UAV is a fraction of what manned helicopters require. In response to active shooters, improvised explosive devices,

and/or armed hostage situations, the UAV can observe threats from a safe vantage point, which allows officers on the scene to operate with greater safety. A DJI-M30T provides our Department with the tools necessary to respond appropriately to emergency situations when situational awareness is key.

BACKGROUND

Currently, the Department's most advanced UAV in its fleet is a DJI-M300. The DJI-M300 unit is equipped with the best camera system and has the most flight time. The DJI-M300 is a large UAV and takes a significant amount of time to deploy at around fifteen (15) minutes, therefore it's primarily used in our Drone First Responder (DFR) program.

A DJI-M30T is less than half the size of a DJI-M300 and is able to deploy within forty (40) seconds. A DJI-M30T has a flight time and camera system that is comparable to a DJI-M300, which will allow pilots to deploy it in the field, as well as utilizing it for the Department's DFR program.

With increasing police officer and public safety concerns, acquiring a DJI-M30T UAV will help the Department respond faster to incidents, map out crime scenes, scout search warrant locations before an operation begins, conduct missing person missions, and ensure the safety of all individuals involved in an operation. A DJI-M30T UAV is a necessary and cost-effective tool to improve the Department's response times and improve the Department's investigative capabilities.

Advexure Unmanned Systems is an approved Department UAV vendor that the Department primarily uses to purchase DJI-manufactured UAVs, and has provided approximately ninety (90) percent of the Department's current UAV fleet.

FISCAL IMPACT

The cost of a DJI-M30T is included in the Department's existing budget. Annual maintenance of the UAV is projected to be between \$500.00 - \$1,000.00.

REASON FOR RECOMMENDATION

Approval will allow the Department to increase officer and public safety while improving the Department's investigative capabilities and response time to priority calls for service.

ACTIONS FOLLOWING APPROVAL

The Department will purchase the DJI-M30T UAV from Advexure Unmanned Systems for the price listed in Attachment 2.

Prepared by: Josh Richards, Police Sergeant

Reviewed by: City Manager *AA*

Military Equipment

706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached, excluding unarmored all-terrain vehicles and dirt bikes.
- Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld ram designed to be operated by one person.
- Firearms and ammunition of fifty (.50) caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than fifty (.50) caliber, including firearms and accessories identified as assault weapons pursuant to Penal Code section 30510 and Penal Code section 30515, with exception of standard department issued firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools, including, but not limited to, grenades.
- Munitions containing tear gas or oleoresin capsicum (OC), excluding standard, Department-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and Long-Range Acoustic Devices (LRADs).
- Kinetic energy weapons and munitions, including, but not limited to, projectile launchers, bean bag rounds, and rubber bullets.

Military Equipment

- Any other equipment as determined by a governing body or a state agency to require additional oversight.

706.2 POLICY

It is the policy of the Clovis Police Department that members of this department comply with the provisions of Government Code § 7071.

706.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Clovis Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting.
 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

706.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying military equipment for the Department:

[See attachment: Military Equipment List.pdf](#)

706.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting this military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least thirty (30) days prior to any public hearing concerning the military equipment at issue (Government Code §

Military Equipment

7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to Title 10 of the United States Code section 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

706.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment maybe used by any other law enforcement agencies or members in this jurisdiction if such military equipment has been approved for use in accordance with this policy. Military equipment used by other law enforcement agencies that are providing mutual aid or assistance to this jurisdiction shall comply with their respective military use policies in rendering mutual aid or assistance.

706.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for Department use. The report shall include all information required by Government Code section 7072 for the preceding calendar year for each type of military equipment in department inventory.

706.8 COMMUNITY ENGAGEMENT

Within thirty (30) days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting,

Military Equipment

at which the Department should discuss the report and respond to public questions regarding Department funding, acquisition, or use of military equipment.

In accordance with Section 706.3(g) of this policy and Government Code section 7070(d)(7), members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment in this policy. The Department will monitor all complaints, concerns, and questions to ensure timely responses are completed. Complaints, concerns, or questions may be submitted by any of the following means:

1. Via email to: militaryequipmentquestions@cityofclovis.com
2. Via phone call to: (559) 324-2406
3. Via postal mail to: Clovis Police Department, Attn: Chief of Police, 1233 Fifth Street, Clovis, CA 93612

Attachments

Military Equipment List.pdf

Military Equipment

1. **Mobile Command Vehicle (MCV)** – A vehicle used as a mobile dispatch center and/or office that provides heated and cooled shelter, a source of electricity and lighting, access to Department computer systems, and a place for department members to meet at the scene of a critical incident, pre- planned event, natural disaster, or community event.

- a. Description quantity, capabilities, and purchase cost

The MCV is custom built by the Farber Company on a 2 axel Freightliner Chassis that had an initial cost of \$542,608 in 2006. The single unit (1) has a chassis motor which propels the vehicle and a generator which powers all internal electrical components and can provide external power to additional lights or equipment as necessary. The MCV has two full dispatch terminals, space for up to 7 additional workstations, and multiple divider doors that can break up the space into five separate rooms. The MCV has three dedicated cell phone lines and 5 sets of radios that can communicate with all surrounding agencies on both UHF and VHF frequencies.

- b. Purpose

To be used at the scene of any pre planned event, community event, critical event, or natural disaster where a portable office, dispatch center, heated or cooled shelter, supplemental power source and/or meeting location is needed.

- c. Authorized use

Only staff trained in the deployment and operation of the MCV may operate it. Only members that have a California Class B driver's license with air brake endorsement may drive the vehicle.

- d. Lifespan

The MCV has a 30-year lifespan on the chassis and vehicle. Upgrades on technology inside the vehicle will be on an as needed basis.

- e. Fiscal Impact

Annual maintenance cost is approximately \$1,500.00

- f. Training

The drivers shall receive training in the safe handling of the vehicle on a closed training course. Once the operator has shown competence in vehicle handling, the driver will drive the vehicle throughout the city with an experienced driver.

The driver shall also undergo California Department of Motor Vehicle commercial vehicle testing.

g. Legal and Procedural Rules

Use shall be in accordance with California State law regarding the operation of motor vehicles.

2. **Crisis Negotiation Team (CNT) Vehicle-** A vehicle used as a mobile office that provides shelter, access to the Police Department computer systems, and facilities on extended events.

a. Description, quantity, capabilities, and purchase cost

2007 General Motors 4500 Utilimaster (custom built) vehicle, cost: \$149,654, quantity: 1 The CNT vehicle can be utilized with SWAT/CNT callouts and for community events.

b. Purpose

To be utilized for critical incident callouts and community events.

c. Authorized Use

The CNT vehicle is used by officers and staff who have been properly trained in the safe handling of the vehicle. The driver of the vehicle shall have a valid California driver license.

d. Lifespan

The CNT vehicle has a 30-year lifespan on a chassis and vehicle.

e. Fiscal Impact

Annual maintenance, \$600.

f. Training

Once completing a closed training course, the operator will drive the vehicle throughout the city with an experienced driver.

g. Legal and Procedural Rules

Use shall be in accordance with California State law regarding the operation of motor vehicles.

3. **Unmanned Aircraft System (UAS):** An unmanned aircraft along with the associated equipment necessary to control it remotely.
- a. Description, quantity, capabilities, and purchase cost of current UAS:
- i. DJI MAVIC MINI, cost: \$500 each, quantity: 20. Miniature UAS that weighs approximately 249 grams and can record video and audio with approximately 30 minutes of flight time.
 - ii. DJI MAVIC 2 ENTERPRISE ADVANCED, cost: \$7,500, quantity: 2. UAS that has a color and thermal camera as well as audible speaker and light. Capable of video recording and weighs 909 grams without a payload, approx. 30 minutes of flight time.
 - iii. DJI MAVIC ENTERPRISE, cost: \$3,500, quantity: 1. UAS that has a color and thermal camera as well as audible speaker and light. Capable of video recording and weighs 899 grams without a payload, approx. 30 minutes of flight time.
 - iv. DJI MAVIC PRO, cost: \$1,500, quantity: 1. UAS that weighs approx. 1.5 pounds, 25-minute flight time and a single-color camera with recording capabilities.
 - v. DJI PHANTOM 4, cost: \$1,600, quantity: 1. UAS that weighs approx. 1380 grams, 28-minute flight time and a single-color camera with recording capabilities.
 - vi. DJI MATRICE 300 with HT20 camera, cost: \$25,000 each, quantity: 1. UAS that has 45 minutes of flight time, in all weather, has an IR camera, zoom camera and light. Has video recording capabilities.
 - vii. DJI MATRICE 210 with Z30 camera, cost: 10,500 each, quantity: 1. UAS that has 30 minutes of flight time without a payload, in all weather, has a zoom camera and light. Has video recording capabilities.
 - viii. SKY HERO LOKI 2, cost: 10,500 for a package of 2, quantity: 1. Ruggedized interior tactical UAS that has 16 minutes of flight time. It has a forward facing analog fixed day-night + IR camera allowing it to fly in total darkness. Unable to record video currently.

- ix. SKYDIO 2, cost: \$1,100, quantity: 1. UAS that weighs approx. 775 grams, 27 minutes of flight time. It has a zoom camera and 360-degree accident avoidance. It is unable to fly in darkness.

b. Purpose

To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:

- i. Major collision investigations.
- ii. Searching for missing persons.
- iii. Natural disaster management.
- iv. Crime scene photography.
- v. SWAT, tactical or other public safety and life preservation missions.
- vi. In response to specific requests from local, state, or federal fire authorities for fire response and/or prevention.

c. Authorized Use

Only assigned operators who have completed the required training shall be permitted to operate any UAS during approved missions.

d. Expected Life Span

All UAS equipment, 3-5 years.

e. Fiscal Impact

Annual maintenance and battery replacement cost is approximately \$10,000.

f. Training

All Department UAS operators are required to obtain a PART 107 license. In addition, each operator must attend a basic department training course and participate in ongoing quarterly training.

g. Legal and Procedural Rules

Use is established under FAA Regulations 14 CFR Part 107, COA, FAA waivers, and the City of Clovis UAS policy. It is the policy of Clovis Police Department to

utilize UAS only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

4. **40 MM Launchers and Rounds:** 40MM Launchers are utilized by department personnel as a less lethal tool to launch impact rounds.

- a. Description, quantity, capabilities, and purchase cost:
- i. DEFENSE TECHNOLOGY, 40MM SINGLE SHOT LAUNCHER, #1425, cost: \$1000, quantity: 2. The 40MM Single Launcher is a tactical single shot launcher that features an expandable ROGERS Super Stoc and an adjustable Integrated Front Grip (IFG) with light rail. It will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. It will launch a 40MM less lethal round up to 131 feet and is only authorized to be used by SWAT personnel.
 - ii. DEFENSE TECHNOLOGY, 40MM TACTICAL 4-SHOT LAUNCHER, #1440, cost: \$1975, quantity: 2. The 40mm Tactical 4-Shot Launcher is low-profile and lightweight, providing multi-shot capability in an easy to carry launcher. It features the Rogers Super Stoc™ expandable gun stock, an adjustable Picatinny mounted front grip, and a unique direct-drive system to advance the magazine cylinder. It will launch a 40MM less lethal round up to 131 feet and is only authorized to be used by SWAT personnel.
 - iii. DEFENSE TECHNOLOGY, 40MM EXACT IMPACT SPONGE, #6325, cost: \$18, quantity: 62. A less lethal 40mm lightweight plastic and foam projectile fired from a single or multi-round purpose built 40mm grenade launcher with a rifled barrel at 325 FPS. The 30-gram foam projectile delivers 120 ft/lbs. of energy on impact. The 40mm Exact Impact Sponge Round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 131 feet from the target.
 - iv. DEFENSE TECHNOLOGY, SPEDE-HEAT 40MM LONG-RANGE, CS, #6182, cost: \$30, quantity: 34. The SPEDE-HEAT CS Long-Range Munitions delivers one chemical canister of CS agent from a 40 mm launcher down range up to 150 yards. The Spede-Heat is a pyrotechnic round designed specifically for outdoor use in crowd control situations with a high-volume continuous burn that expels its payload in approximately 20-40 seconds from a single source. The Spede-Heat family may be used to conceal tactical movement or to route a crowd.

v. DEFENSE TECHNOLOGY, SPEDE-HEAT 40MM LONG-RANGE ROUND, SAF SMOKE, #6183, cost: \$27, quantity: 12. The Spede-Heat Saf-Smoke Long Range Munitions is designed to deliver one chemical canister of Saf-Smoke™ payload down range up to 150 yards. The Spede-Heat is a pyrotechnic round designed specifically for outdoor use in crowd control situations with a high-volume continuous burn that expels its payload in approximately 20-40 seconds from a single source. The Spede- Heat 40 mm is designed for outdoor and has a maximum effective range of 150 yards.

b. Purpose:

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

c. Authorized Use:

- i. Situations for use of the less lethal weapon systems may include, but are not limited to:
- ii. Self-destructive, dangerous and/or combative individuals. Riot/crowd control and civil unrest incidents.
- iii. Circumstances where a tactical advantage can be obtained. Potentially vicious animals.
- iv. Training exercises or approved demonstrations.
- v. By officers who have been trained in their proper use.

d. Lifespan:

- i. Defense Technology #1425- 25 years.
- ii. Defense Technology #1440- 15 years.
- iii. Model 6182 Defense Technology Spede-Heat 40 MM long-range, CS- 5 years.
- iv. Model 6183 Spede-Heat 40mm Long-range Round, Saf Smoke- 5 years.

e. Fiscal Impact:

Annual maintenance is approximately \$50 for each launcher.

f. Training:

Sworn members utilizing 40MM less lethal chemical agents or impact rounds are trained in their use by POST certified and/or Defense Technology less lethal and chemical agent instructors.

g. Legal and Procedural Rules:

The 40mm launchers are to be used only for official law enforcement purposes and pursuant to State and Federal law, including those regarding the use of force.

5. **Distraction Devices:** A device used to distract dangerous persons.a. Description, quantity, capabilities, and purchase cost:

Defense Technology, 7290-2 FLASH-BANG, cost: \$52, quantity: 39. A non-bursting, non-fragmenting multi-bang device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.

b. Purpose:

A distraction device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations. To produce atmospheric over-pressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.

c. Authorized Use:

Diversionary Devices shall only be used:

- i. In hostage and barricaded subject situations.
- ii. In high-risk warrant (search/arrest) services where there may be extreme hazards to officers.
- iii. During other high-risk situations where their use would enhance officer safety.
- iv. During training exercises or approved demonstrations.

v. By officers who have been trained in their proper use.

d. Lifespan:

Until used.

e. Fiscal Impact:

No annual maintenance.

f. Training:

Prior to use, officers must attend divisionary device training that is conducted by Post certified instructors and/or Defense Technology.

g. Legal and Procedural Rules:

Diversion devices are to be used only for official law enforcement purposes and pursuant to State and Federal law, including those regarding the use of force.

6. **Chemical Agent and Smoke Canisters:** Canisters that contain chemical agents that are released when deployed.

a. Description, quantity, capabilities, and purchase cost:

i. DEFENSE TECHNOLOGY, TRIPLE-CHASER SEPARATING CANISTER, CS, #1026, cost: \$47, quantity: 18. The Triple-Chaser CS consists of three separate canisters pressed together with separating charges between each. When deployed, the canisters separate and land approximately 20 feet apart allowing increased area coverage in a short period of time. This canister can be hand thrown or launched from a fired delivery system. The canister is 6.5 in. by 2.7 in. and holds an approximately 3.2 oz. of active agent payload. It has an approximate burn time of 20-30 seconds.

ii. DEFENSE TECHNOLOGY, RIOT CONTROL CONTINUOUS DISCHARGE GRENADE, CS, #1082, cost: \$27, quantity: 9. The Riot Control CS Grenade is designed specifically for outdoor use in crowd control situations with a high volume continuous burn that expels its payload in approximately 20-40 seconds through four gas ports located on the top of the canister. This grenade can be used to conceal tactical movement or to route a crowd. The

volume of smoke and agent is vast and obtrusive. This launchable grenade is 6.0 in. by 2.35 in. and holds approximately 2.7 oz. of active agent.

- iii. DEFENSE TECHNOLOGY, FLAMELESS EXPULSION CS GRENADE, #2042, cost: \$48, quantity: 8. The CS Flameless Expulsion Grenade is a compact, non-pyrotechnic, chemical agent device that provides safe expulsion without risk of fire. It is safe to use inside of a residence. Unlike pyrotechnical grenades, this device's contents are expelled upon actuation of a CO2 cartridge that will affect a confined area of approximately 1500 square feet. This grenade is 7.5 in. by 1.65 in. and delivers approximately .16 oz. of active agent during its 3-second discharge time.
- iv. DEFENSE TECHNOLOGY, MAXIMUM HC SMOKE MILITARY-STYLE CANISTER, #1083, cost: \$38, quantity: 18. The Military-Style Maximum Smoke Grenade comes from the Defense Technology #3 smoke grenade. It is a slow burning, high volume, continuous discharge grenade designed for outdoor use in crowd management situations. Emits grey-white smoke only for approximately 1.5 to 2 minutes.
- v. DEFENSE TECHNOLOGY, POCKET TACTICAL BLUE SMOKE GRENADE, #1017B, cost: \$39, quantity: 3. The Pocket Tactical Blue Smoke Grenade is a small, lightweight device. Though it is slightly over four inches in length, it produces a blue smoke cloud so fast it appears to be an enveloping screen produced by a full size tactical colored smoke grenade. It will burn approximately 20-40 seconds.
- vi. DEFENSE TECHNOLOGY, RIOT CONTROL CONTINUOUS DISCHARGE CS GRENADE, #1080, cost \$41, quantity: 8- The Riot Control OC Grenade is designed specifically for outdoor use in crowd control situations with a high-volume continuous burn that expels its payload in approximately 20-40 seconds through four gas ports located on the top of the canister. This grenade can be used to conceal tactical movement or to route a crowd. The volume of smoke and agent is vast and obtrusive. This launchable grenade is 6.0 in. by 2.35 in. and holds approximately 0.88 oz. of active agent.
- vii. DEFENSE TECHNOLOGY, OC VAPOR AEROSOL GRENADE, #1056, cost: \$49, quantity: 12. The Defense Technology OC Vapor Aerosol Grenade is for law enforcement and corrections use to deliver a high concentration of Oleoresin Capsicum (OC) in a powerful mist. The grenade is designed for indoor use in confined areas and once deployed, inflames the mucous membranes and exposed skin resulting in an intense burning sensation. The incapacitating effect of the OC Vapor on the subject is dramatic with minimal decontamination needed. Removing the subject from the affected area to fresh air will resolve respiratory effects within minutes. The OC Vapor Aerosol Grenade is ideal for cell extractions or barricade situations

where the use of pyrotechnic, powder or liquid devices is not practical or desired.

- viii. DEFENSE 1.3% MK-46V STREAM OC AEROSOL #43046, cost: \$495, quantity: 1. The MK-46 features a trigger handle, is intended for use in crowd management and will deliver 26 short bursts of OC at an effective range of 25-30 ft. This 1.3% MC OC aerosol product utilizes a stream delivery method providing a target-specific, strong concentrated stream for greater standoff.
- ix. DEFENSE TECHNOLOGY, SPEDE-HEAT CS, #1072, cost: \$40, quantity: 72. The Spede-Heat CS Grenade is a high volume, continuous burn it expels its payload in approximately 20-40 seconds. The payload is discharged through four gas ports on top of the canister, three on the side and one on the bottom. This launchable grenade is 6.12 in. by 2.62 in. and holds approximately 2.9 oz. of active agent. It is delivered in a burn safe for safety.
- x. DEFENSE TECHNOLOGY, SPEDE-HEAT POCKET TACTICAL CS, # 1072 cost: \$30, quantity: 62. Pocket Tactical Grenade, CS. The Pocket Tactical CS Grenade is a quick burning, reduced volume, continuous discharge grenade. Pelletized chemical agent is discharged through one (1) gas port located on the bottom of the canister. The Pocket Tactical Grenade is a small, lightweight, easily carried device that provides a medium volume of chemical agent. The 0.9 oz. of active agent will burn approximately 20-40 seconds. It is delivered in a tomahawk burn safe for safety.
- xi. DEFENSE TECHNOLOGY, RUBBER BALL STINGERS CS, cost \$ 30, quantity: 13: The Stinger Grenade is most widely used as a crowd management tool by Law Enforcement and Corrections. The Stinger Grenade has an initial 1.5 second delay that initiates fuze assembly separation, followed by another .5 second delay before the blast which is sufficient to project the rubber balls and chemical agent in a 50-foot radius.
- xii. DEFENSE TECHNOLOGY, STINGERS OC, cost \$ 30, quantity: 8: The Stinger OC Grenade is a maximum effect device that delivers four stimuli for psychological and physiological effects: rubber pellets, light, sound, and OC. The Stinger Grenade is most widely used as a crowd management tool by Law Enforcement and Corrections. The Stinger Grenade has an initial 1.5 second delay that initiates fuze assembly separation, followed by another .5 second delay before the blast which is sufficient to project the rubber balls and chemical agent in a 50-foot radius.

b. Purpose:

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to:

Self-destructive, dangerous and/or combative individuals. Riot/crowd control and civil unrest incidents.

Circumstances where a tactical advantage can be obtained. Potentially vicious animals.

c. Authorized Use:

Only officers who have been trained in proper use in the use of chemical agents are authorized to use chemical agents.

d. Lifespan:

5 years from manufacturing date.

e. Fiscal Impact:

No annual maintenance.

f. Training:

Sworn members utilizing chemical agent canisters are certified by POST and/or Defense Technology less lethal and chemical agent instructors.

g. Legal and Procedural Rules:

Chemical agents will only be used for official law enforcement purposes and pursuant to State and Federal law.

7. **Armored Vehicles: Wheeled armored personnel vehicle utilized for law enforcement purposes.**

a. Description, quantity, capabilities, and purchase cost

- i. MRAP, cost: \$0, quantity: 1. The MRAP is a United States Army specialized armored vehicle manufactured of common commercial and military parts. It seats 10-12 personnel with open floor plan that allows for rescue of down personnel. It stops various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor.

- ii. Lenco Bearcat, G3, cost: \$431,133.42, quantity 1. The Lenco Bearcat, G3, is an armored vehicle that seats 10-12 personnel with open floor plan that allows for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of a shield and personal body armor.

b. Purpose

To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.

c. Authorized Use

The use of armored vehicles shall only be authorized by a watch commander or SWAT commander, based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training.

d. Lifespan

Estimated 15-25 years.

e. Fiscal Impact

Annual maintenance of approximately \$5,000.

f. Training

All drivers/operators shall attend formalized instruction and be trained in vehicle operations and practical driving. MRAP drivers are required to possess a valid Class B California driver license. The Bearcat may be driven by any Clovis Police Officer trained in the operation of the Bearcat.

g. Legal and Procedural Rules

The department will only use the MRAP and Bearcat for official law enforcement purposes, and pursuant to State and Federal law.

8. **Explosive Breaching Tools:** Tools that are used to conduct an explosive breach.

a. Description, quantity, capabilities, and purchase cost

- i. Detonating Cord, cost: \$1 per foot, quantity: 90 feet. The detonating

cord is a thin, flexible plastic tube usually filled with pentaerythritol tetranitrate (PETN, pentrite). With the PETN exploding at a rate of approximately 6400 m/s, any common length of detonation cord appears to explode instantaneously. It is a high-speed fuse which explodes, rather than burns, and is suitable for detonating high explosives. Detonating cord is the primary explosive used to defeat doors, walls, windows, and other barricades for SWAT Operators to safely make entry into a specific location, or create distraction, with no risk to the person inside of the room being breached.

- ii. Blasting Cap, cost: \$12, quantity: 9. A blasting cap is a small sensitive primary explosive device generally used to detonate a larger, more powerful, and less sensitive secondary explosive such as TNT, dynamite, or plastic explosive. Blasting caps come in a variety of types, including non-electric caps, electric caps, and fuse caps.
- iii. Nonel, cost: \$429.00 per case, Quantity: 10 total. Nonel is a zero-delay shock tube that contains a reactive explosive compound that provides a safe distance from the explosive initiator to the explosive charge that is placed on the target that is going to be breached.
- iv. Remington 870 Express Breaching Shotgun, cost: \$500, quantity: 2. This weapon allows for breachers to safely utilize shotgun breaching rounds to destroy deadbolts, locks, and hinges. The stand-off that is attached to the end of the barrel allows for positive placement of the gun into the correct position and vents gases to prevent overpressure. This weapon can also defeat windows and sliding glass doors with a flash bang round. A less lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS).
- v. Royal Arms Tesar-2 Back Cap 425 Grain Copper Frangible Breaching Round, cost: \$5 per round, quantity: 50. The round is fired from a breaching shotgun and is used to destroy deadbolts, locks, and hinges.
- vi. Royal Arms Tesar-4 Yellow Cap 750 Grain Copper Frangible Breaching Round, cost: \$5 per round, quantity: 45. The round is fired from a breaching shotgun and is used to destroy deadbolts, locks, and hinges.

- vii. Royal Arms HP C, cost: \$6 per round, quantity: 20. The round is fired from a breaching shotgun and is used to cut rebar, penetrate security glass, car doors, and can penetrate engine blocks.
- viii. Royal Arms FTR-P1 12 Gauge Frangible Polyshot Training Rounds 48, cost: \$2.50 per round, quantity 48. The round is fired from a breaching shotgun and used as a training tool to show how to effectively use and deploy a breaching shotgun.

b. Purpose

To safely force entry into a structure.

c. Authorized Use

Explosive breaching may only occur after authorization by the Incident Commander or SWAT Commander in the field, and during training exercises.

d. Lifespan

Breaching Shotgun- 25 years, Blasting Caps- 10 years, Detonating cord- 10 years,

Royal Arms Tesar-2 black cap 425 grain copper breaching round- 5 years,

Tesar-4 yellow cap 750 grain copper frangible breaching round- 5 years, Royal Arms HP cutter 12-gauge hollow point rebar cutter breaching round- 5 years

e. Fiscal Impact

Annual maintenance is approximately \$500.

f. Training

All officers who use explosive breaching tools shall attend 40 hours of explosive breaching instruction and must additionally receive quarterly training for explosive operations.

g. Legal and Procedural Rules

Breaching tools will only be used for official law enforcement purposes, and pursuant to State and Federal law.

9. **Less Lethal Shotgun:** Less Lethal Shotguns are used to deploy the less lethal 12-gauge Defense Technology Beanbag Round.

a. Description, quantity, capabilities, and purchase cost

- i. REMINGTON 870 LESS LETHAL SHOTGUN, cost: \$946, quantity: 19. The Remington 870 Less Lethal Shotgun is used to deploy the less lethal 12-gauge Defense Technology Beanbag Round up to 75 feet. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of De-escalation.
- ii. DEFENSE TECHNOLOGY DRAG STABILIZED 12 GAUGE BEAN BAG ROUND: cost: \$5, quantity: 500. A less lethal 2.4 -inch translucent 12-gauge shotgun round in a tear shaped bag filled with 40 grams of lead shot at a velocity of 270 feet per second (FPS). Bean bag rounds are discharged from a dedicated 12-gauge shotgun that is distinguishable by an orange butt stock and fore grip. This design utilizes four stabilizing tails and utilizes smokeless powder as a propellant. This round provides accurate and effective performance when fired from the approved distance of not fewer than five (5) feet. The maximum effective range of this munition is up to 75 feet from the target. The Bean Bag round is very accurate. However, effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts.

b. Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

c. Authorized Use

Only Officers who have been instructed on and demonstrated proficient use of this force option are allowed to deploy and utilize it.

Situations for use of the less lethal weapon systems may include, but are not limited to:

- i. Self-destructive, dangerous and/or combative individuals.
- ii. Riot/crowd control and civil unrest incidents.
- iii. Circumstances where a tactical advantage can be obtained.
- iv. Potentially vicious animals.

v. Training exercises or approved demonstrations.

d. Lifespan

Remington 870 Less-lethal shotgun- 25 years, Defense Technology Bean Bag rounds- No expiration.

e. Fiscal Impact

Annual maintenance is approximately \$5.00 per shotgun.

f. Training

All officers are trained in the use of the 12 gauge less lethal shotgun as a less lethal option through in-service training.

g. Legal and Procedural Rules

Less lethal shotguns are to be used only for official law enforcement purposes, and pursuant to State and Federal law.

10. **Robot:** A remotely controlled, unmanned machine that operates on the ground, which is utilized to enhance the safety of the community and officers.

a. Description, quantity, capabilities, and purchase cost

ICOR Caliber T5, Cost: \$120,000, Quantity: 1, Capabilities: It is a compact, two-man portable system that shares the same core design of a large robot. Able to climb stairs and provide disruption capabilities. The T5 is best suited to assist EOD and SWAT teams in inspecting and retrieving of suspicious devices from narrow passages of buses, trains, and places. It's turreted claw/disruptor arm integrates the remote handling capabilities of a disruptor. Able to lift to 45 pounds with arm retracted and 18 pounds with arm extended. Capable of dragging 200+ pounds.

b. Purpose

To be used to remotely obtain visual and audio intelligence, remotely bring any medium weight items to a safe location, disrupt suspicious packages, X-ray,

search buildings/indoor or outdoor areas, provide phones or other items to people during Crisis Negotiations.

c. Authorized Use

Only approved operators who have completed the required training are authorized to use this equipment. These personnel are restricted to EOD team members only and the use is authorized by the Bomb Squad Commander and requested by the Incident Commander incidents.

d. Expected Lifespan

8-10 Years

e. Fiscal Impact

Maintenance and battery replacement at about \$1,200 annually.

f. Training

Only EOD team members who have attended HDS six-week certification course or who have completed other necessary training as approved by the Bomb Commander.

g. Legal and Procedural Rules

The robot is to be used only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

I. Maintenance of Military Use Supply Levels

When stocks of military equipment such as less lethal rounds, gas canisters, UAS batteries, etc. have reached significantly low levels or have been exhausted, the Department may order an amount sufficient to replenish the supply up to the above listed amounts without city council approval to maintain essential availability for the Department's needs. Clovis Police Department may also acquire additional stock of items listed here from other law enforcement agencies or CalOES in the event of an emergency when approved by the Chief of Police or designee.



Advexure Unmanned Systems

2288 Westwood Blvd, Ste 100
Los Angeles, CA 90064 USA

Tax ID: 47-4174938 | CAGE: 8FF59

www.advexure.com | (855) 625-2055

PUBLIC SAFETY UAS | TRAINING | CONSULTING | SERVICE

BILLING

Clovis Police Department
Josh Richards
1233 Fifth Street
Clovis, California 93612
PHONE: 559-332-2594
EMAIL: jamesm@ci.clovis.ca.us

SHIPPING

Clovis Police Department
Josh Richards
1233 Fifth Street
Clovis, California 93612

SALES QUOTE

QUOTE #	52932
ISSUED	6/3/2022
EXPIRES	30 Days
TERMS	Net 30

QTY	SKU	ITEM / DESCRIPTION	UNIT PRICE	AMOUNT
1	DJI-M30TCB	DJI Matrice 30T Combo w/ Care Enterprise (Basic) Includes: (1) Matrice 30T Aircraft, (1) DJI RC Plus Remote Controller, (2) TB30 Flight Batteries, (1) BS30 Battery Station, (3) Pairs of 1671 Propellers, (1) USB-C Cable, (1) USB-C to USB-C Cable, (1) Carrying Case, (1) Screws and Tools Also Includes: (3) Month Subscription to DJI FlightHub 2 and (1) Standard Maintenance Service	13,999.00	13,999.00T
4	DJI-M30TB30	DJI Matrice 30 TB30 Intelligent Flight Battery	329.00	1,316.00T
1	CZI-LP12	CZZN LP12 Spotlight & Speaker for Matrice 30 Spotlight Included at No-Cost Due to Tether Cancellation	1,995.00 -1,995.00	1,995.00T -1,995.00
	ADV-ELPS	ADVEXURE FLEET SERVICES Advexure Enterprise Lifetime Premium Support COMPLIMENTARY: As one of the longest serving and most reputable UAV/drone dealers and distributors in North America, Advexure's enterprise solutions division commits itself to seven days a week, 365 days a year dedicated enterprise level support available near 24 hours a day by phone, email and live chat.	0.00	0.00
		FREE Standard Shipping	0.00	0.00T
		AVAILABILITY: In Stock, ships within 24-48 hours of PO receipt.		

YOUR ADVEXURE POINT OF CONTACT

Travis Waibel, Public Safety Solutions
Email: twaibel@advexure.com | Direct: (424) 317-4451

Subtotal	\$15,315.00
Sales Tax (7.975%)	\$1,221.37
TOTAL	\$16,536.37

WE LOOK FORWARD TO SERVING YOU

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CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: June 20, 2022

SUBJECT: Public Utilities – Approval – Final Acceptance for CIP 21-09, SWTP 2.5 MG Water Storage Reservoir Coating Project.

ATTACHMENTS: 1. Vicinity Map

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the City Council to accept the work performed as complete and authorize recording of the notice of completion.

EXECUTIVE SUMMARY

Staff is recommending that Council accept the work performed by Unified Field Services Corporation and authorize the recording of the notice of completion.

This project was awarded on September 13, 2021 as a maintenance project to re-coat the interior of the existing 2.5 million gallon water storage reservoir (tank) at the Clovis Surface Water Treatment Plant (SWTP). The work consisted of the surface preparation, repairs, and application of protective coating to all internal surfaces of the tank.

BACKGROUND

On September 13, 2021, City Council approved the bid award for CIP 21-09, SWTP 2.5 MG Water Storage Reservoir Coating Project, and authorized the City Manager to execute the contract on behalf of the City with Unified Field Services Corporation in the amount of \$676,270.00. The bid award included added alternate bid item A2 for Exterior Surface Preparation and Coatings Work, which more specifically addressed the painting and repair of the lowest 8 feet of the exterior of the water storage tank. During design, this area of the tank was found to need repairs and recoating.

During the course of the construction, it was determined that additional urgent structural repairs and recoating work was needed. On November 1, 2021, City Council approved three contract

change orders in the total amount of \$284,101.00. The work addressed in the change orders included the replacement of roof rafters in the tank that were severely corroded, adding dehumidification, and providing surface preparation, and coating the entire exterior of the tank. The project experienced one additional change order for \$9,143.00 for repairs made to the cathodic protection system of the water tank.

The project was completed in accordance with the construction documents and the contractor has submitted a request for acceptance of the project.

FISCAL IMPACT

1. Award	\$ 676,270.00
2. Cost increases/decreases resulting from differences between estimated quantities used for award and actual quantities installed	\$ -
3. Contract Change Orders	\$ 293,244.00
4. Liquidated Damages Assessed	\$ -
Final Contract Cost	\$ 969,514.00

The fiscal year 2021-2022 Water Enterprise budget includes sufficient funds for all the project costs, including the project contract change orders.

REASON FOR RECOMMENDATION

The Public Utilities Department, the City Engineer, the engineering inspector, and the project engineer agree that the work performed by the contractor is in accordance with the project plans and specifications and has been deemed acceptable. The contractor, Unified Field Services Corporation, has requested final acceptance from City Council.

ACTIONS FOLLOWING APPROVAL

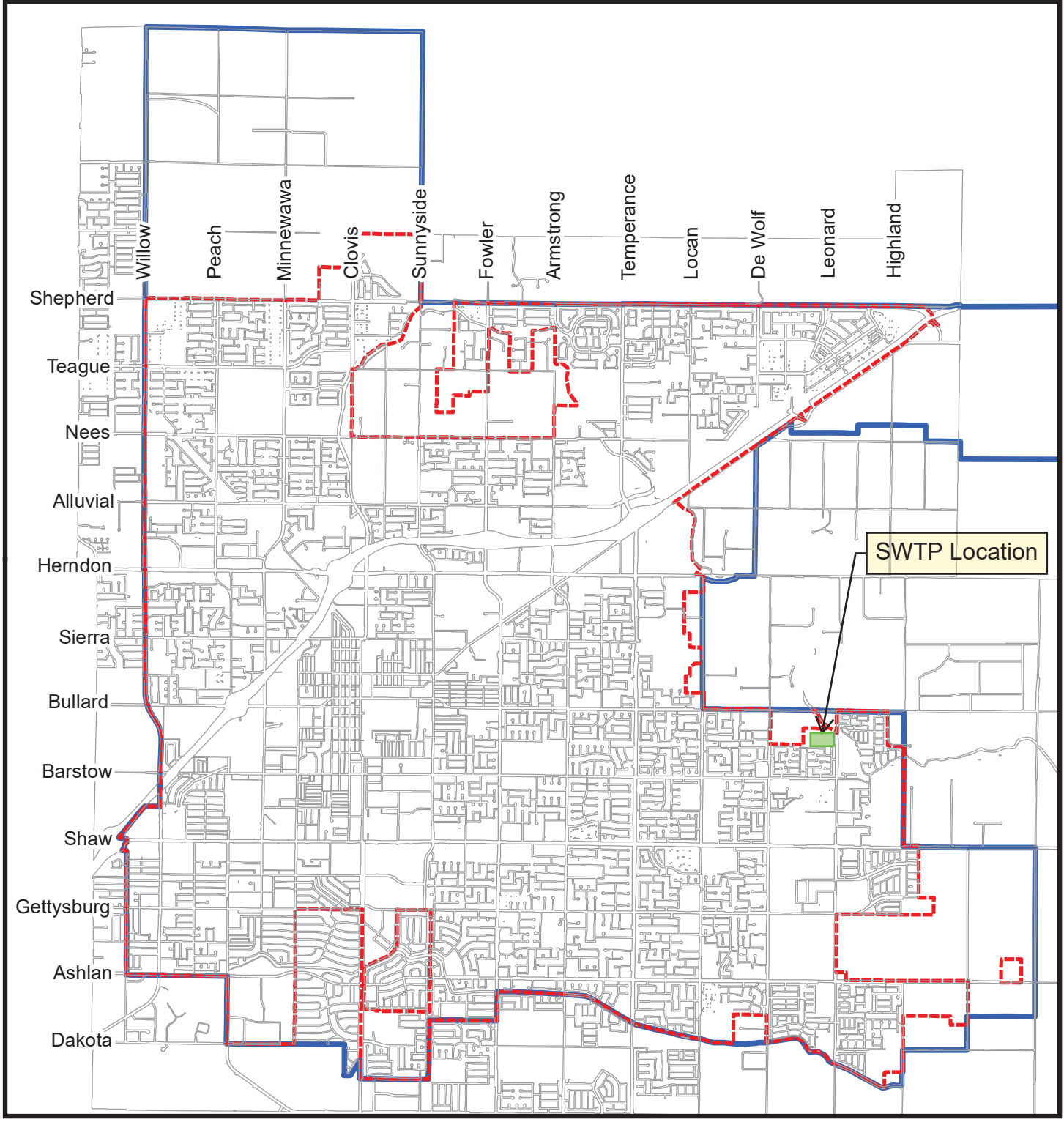
1. The notice of completion will be recorded; and
2. All remaining retention funds will be released 35 calendar days following recordation of the notice of acceptance, provided no liens have been filed. Retention funds may be released within 60 days after the date of completion, provided no liens have been filed, with "completion" defined as the earlier of either: (a) beneficial use and occupancy and cessation of labor; or (b) acceptance by the City Council per Public Contract Code Section 7107(c)(2).

Prepared by: Kevin Tuttle, Civil Engineer

Reviewed by: City Manager *AH*

VICINITY MAP

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



ATTACHMENT 1





CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: June 20, 2022

SUBJECT: Public Utilities – Approval – Award Non-Exclusive Franchise Agreements for Hauling of Construction and Demolition Debris, and Update the City’s Approved Hauler List.

ATTACHMENTS: 1. Approved Hauler List

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the City Council to award non-exclusive construction and demolition (C&D) hauling franchise agreements for two (2) years to the following haulers: Accurate Cleaning Systems; Clovis Recycling, Inc.; F-N-F Roll-Off Service; HD Matthews Demolition & Excavation; Hinojosa Cleanup Service (HCS); and Kochergen Farms Composting, Inc. (Green Valley Recycling).

EXECUTIVE SUMMARY

On May 6, 2013, Council adopted Ordinance 13-12, pertaining to the recycling and diversion of construction and demolition (C&D) debris. One of the requirements of this ordinance is that all entities hauling C&D debris in Clovis must apply for and be awarded a non-exclusive C&D hauling franchise agreement. This year, we received six applications, all of which are renewing their current agreements that are set to expire on June 30, 2022. Staff is recommending that all applicants be awarded two-year, non-exclusive C&D hauling franchise agreements and be added to the City’s updated list of approved haulers, which goes into effect on July 1st, 2022.

BACKGROUND

AB 939 – the California Waste Management Act of 1989 (Public Resources Code §§ 40000 et seq.) – along with the California Green Building Standards Code (CCR, Title 24, Part 11) – also known as CALGreen – require the City of Clovis to prepare, adopt, and implement source reduction and recycling plans to reach landfill diversion goals. The City has achieved the State’s diversion goals, but AB 939 also requires the City to annually report to the State the quantities of waste that are disposed of in landfills and the quantities of waste that are diverted through recycling programs. CALGreen further instructs local jurisdictions to require contractors to

develop and maintain a waste management plan and to divert a minimum of 65 percent of waste material.

Debris from construction, demolition, and renovation of buildings is the largest waste stream from Clovis that is not hauled by the City or the City's direct contractors. Prior to the adoption of Ordinance 13-12, the hauling of this waste was unregulated and the City had no means to track and report the quantities of this waste that were recycled or disposed of in landfills. The ordinance established non-exclusive C&D hauling franchises for haulers wishing to haul C&D debris generated within the City. The ordinance also prohibits non-franchised haulers from transporting C&D debris generated in Clovis. Lastly, the ordinance requires the franchised haulers to report to the City the quantities of this material that they recycle and dispose of in landfills and to pay the AB 939 surcharges associated with any C&D debris they dispose of in landfills.

The ordinance established a fee of \$1,000 for each two-year, non-exclusive franchise. The fee is based on the estimated costs for the staff time that will be spent to process each application and to review the quarterly reporting from each hauler. The ordinance was prepared with input from the Building Industry Association (BIA) and from local waste haulers.

FISCAL IMPACT

There is no significant fiscal impact to the City associated with the award of these agreements. The application fee for the two-year, non-exclusive franchise agreement to haul C&D debris is based on the estimated costs for staff time to process the applications and to review and process the quarterly reports from each hauler.

REASON FOR RECOMMENDATION

Haulers must be franchised to haul C&D debris in Clovis. All applicants recommended for approval have met all the requirements for the non-exclusive franchise.

ACTIONS FOLLOWING APPROVAL

Originals of the franchise agreements will be forwarded to the City Manager for signature. Staff will notify the haulers that they have been awarded the non-exclusive franchise agreements. Staff will provide the Building Official with the list of the approved C&D haulers. Staff will monitor the franchised haulers' reports for compliance with Ordinance 13-12.

Prepared by: Kristen Freberg, Management Analyst

Reviewed by: City Manager AK

APPROVED CONSTRUCTION AND DEMOLITION DEBRIS (C&D) HAULERS

Approval valid through 7-01-2023

Allied Waste Services of Fresno
5501 N. Golden State Boulevard
Fresno, CA 93722
(559) 275-1551
www.republicservices.com

Nick's Trucking, Inc.
7420 N. Van Ness Boulevard
Fresno, CA 93711
(559) 281-2267

Industrial Waste & Salvage
3457 S. Cedar Avenue
Fresno, CA 93725
(559) 233-1159
www.cagliaenvironmental.com

North Cal Hauling Company
5716 Folsom Boulevard, PMB 285
Sacramento, CA 95819
(916) 381-9033
www.northcalhauling.com

Kroeker, Inc.
4627 S. Chestnut Avenue
Fresno, CA 93725
(559) 237-3764
www.kroekerinc.com

Waste Management
4333 E. Jefferson Avenue
Fresno, CA 93725
(559) 834-4070
www.wm.com

Mid Valley Disposal
2721 S. Elm Avenue, Fresno, CA 93706
15300 W. Jensen Avenue, Kerman, CA 93630
(559) 237-9425
www.midvalleydisposal.com

Legacy Construction Debris Service
1968 N. Gateway Boulevard, Ste. 103
Fresno, CA 93727
(559) 251-1605

Mini Dumpsters of Fresno, LLC
500 S. Teilman Avenue
Fresno, CA 93721
(559) 696-6626
www.minidumpstersoffresno.com

True Clean Construction Cleanup, Inc.
2505 E. Oakdale Avenue
Tulare, CA 93274
(559) 936-7557

Approval valid through 7-01-2024

Clovis Recycling, Inc.
1059 Hoblitt Avenue
Clovis, CA 93612
(559) 325-2128
www.cnwenterprises.com

Hinojosa Cleanup Service (HCS)
777 Minnewawa Avenue, Suite 2
Clovis, CA 93612
(559) 647-2602
www.hcsrolloff.com

F-N-F Roll-Off Service
P.O. Box 11807
Fresno, CA 93775
(559) 318-0644
www.fnfrolloffservices.com

Kochergen Farms Composting, Inc.
dba Green Valley Recycling
P.O. Box 11006
Fresno, CA 93771
(559) 498-0900
www.kochergenfarmscomposting.com

HD Matthews Demolition & Excavation
P.O. Box 12483
Fresno, CA 93778
(559) 275-3366

Accurate Cleaning Systems
802 Industrial Drive, Suite 200
Hollister, CA 95023
(831) 636-9767



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: June 20, 2022

SUBJECT: Consider Introduction – Ord. 22-____, R2008-007A3, A request to amend the Loma Vista Community Centers North and South Master Plan to remove the planned local street identified as Marengo Avenue within Planning Area 1 and Planning Area 2 and to adjust the underlying R-3 Zone District to reflect the modified circulation layout. AP Multifamily, LP, property owner; Wathen Castanos Homes, applicant; Precision Civil Engineering, representative. **(To be continued to the July 5, 2022 council meeting)**

Staff: Dave Merchen, City Planner
Recommendation: Continue

ATTACHMENTS: 1. Draft Ordinance 22-____
 2. Master Plan Location and Planning Areas Map

CONFLICT OF INTEREST

None.

RECOMMENDATION

Staff and the Planning Commission recommend that the City Council introduce an ordinance approving amendments to the Loma Vista Community Centers North and South Master Plan.

EXECUTIVE SUMMARY

Wathen Castanos Homes (applicant) is requesting an amendment to the Loma Vista Community Centers North and South Master Plan (Master Plan) to eliminate a 700-foot-long section of a planned local street and to extend the existing R-3 Zone District to reflect the modified circulation layout (see Figure 1). The amendment is intended to prepare the subject parcel for a future residential project on the site, which is currently bisected by the planned street alignment. Amendments to the Master Plan are accomplished through the rezoning process. The Planning Commission considered this project at its May 26, 2022, meeting at which time the Commission voted to recommended approval 3-0-2, with Commissioner Bedstead and Chair Hinkle absent.

FIGURE 1 – PROJECT LOCATION



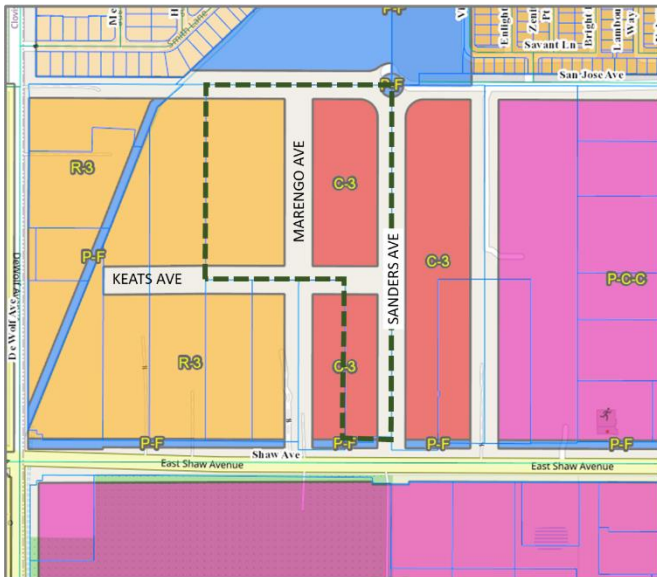
BACKGROUND

- General Plan Designation: H (High Density Residential) & MU-V (Mixed Use Village)
- Existing Zoning: R-3 and C-3
- Lot Size: 12.4 (approximately)
- Current Land Use: Vacant
- Adjacent Planned Land Uses:
 - North: Park (Public Facilities)
 - South: Mixed Use Village (Planned Commercial Center)
 - East: Mixed Use Village (Planned Commercial Center)
 - West: High Density Residential
- Previous Entitlements: No previous entitlements on the subject property

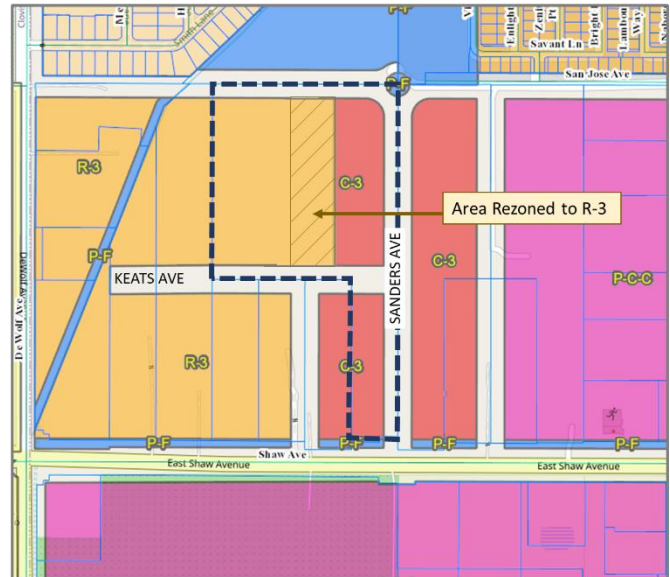
PROPOSAL AND ANALYSIS

The project proposes amendments to the Loma Vista Community Centers North and South Master Plan that would modify the circulation layout to eliminate a 700-foot-long section of a planned local street alignment (Marengo Avenue). The proposed amendments would also extend the existing R-3 (Medium Density Multifamily Residential) Zone District on the site to encompass the area where the street was planned. A narrow sliver of C-3 (Commercial-Central Trading) zoning would also be changed to R-3 to accommodate a future residential project. After evaluating multiple designs, the applicant has determined that the proposed changes are necessary to allow a feasible residential project to move forward. The proposed changes are consistent with the General Plan and Loma Vista Specific Plan and, therefore, a general plan amendment is not required for this project.

EXISTING ZONING & STREET LAYOUT



PROPOSED ZONING & STREET LAYOUT



Loma Vista Community Centers North and South Master Plan (Master Plan)

The Loma Vista Community Centers North and South Master Plan was adopted by the City Council through a rezoning approval in April of 2009. The Master Plan covers most of the area between Leonard Avenue on the east, DeWolf Avenue and the Jefferson Canal on the west, and Barstow and Gettysburg Avenues on the north and south (See Attachment 2). Properties north of Shaw Avenue are within Community Center North, and properties south of Shaw are within Community Center South. The Master Plan includes various design elements for the nearly 275 acre area including public open space, circulation, landscaping, architecture, housing products, and land use development standards. Land uses include high and very high residential densities, mixed use community center uses, commercial, and public facilities. The overall maximum residential density of the Master Plan is approximately 15 dwelling units per acre.

The Community Centers North and South are envisioned to be dynamic pedestrian-oriented districts with a complimentary mix of uses. The design and orientation of development will focus

on pedestrians, with amenities such as outdoor dining, public art, and enhanced sidewalks. Key features include ample open spaces such as community parks, pocket parks, plazas and paseos. Streets will be calmed to allow for convenient and safe pedestrian linkages. Community Center North, where the subject property sits, includes a designated mixed-use “Main Street” along the Sanders Avenue alignment. Internal trails will combine with the Jefferson Trail open space corridor to provide pedestrian linkages throughout. The Community Centers will be connected by a vehicular and pedestrian underpass at Shaw Avenue.

The proposed amendments are intended to support the development of a higher density residential project (up to 25 units per acre) consistent with the intent of the Master Plan, while retaining its key design features. Brief highlights of these features and their relationship to the proposed project are outlined as follows:

- *Street Circulation:* The street layout and design in the Master Plan are unique to its boundaries and are intended to enhance connectivity for pedestrians, bicycles, and cars alike. Marengo Avenue, a portion of which would be eliminated by the amendments, is identified as an “urban street” with a right-of-way of 60’. This type of local street is primarily intended to provide direct access to the properties along its alignment. It is not intended to gather traffic from adjacent streets like a collector or arterial street. If it is eliminated, greater emphasis would be placed on the Sander’s Avenue “Main Street”. Engineering staff has reviewed this change and found that no substantive impacts would occur from a traffic movement or congestion perspective.
- *Main Street:* A designated mixed-use “Main Street” along the Sanders Avenue alignment is envisioned, containing residential, retail, restaurants, and office space. Land uses will be integrated physically and functionally, by placing complementary uses adjacent to each other or above and below each other vertically. A portion of the Sanders-Main Street alignment sits along the eastern one-third of the subject parcel and will not be disrupted by the proposed Maser Plan amendments. While a narrow sliver of C-3 commercial zoning would be replaced by R-3 residential zoning, this change would help accommodate a higher density residential project which is also envisioned as part of the Main Street environment.
- *Main Street Undercrossing of Shaw Avenue:* The north end of Sanders-Main Street will be connected to the south end by a grade-separated crossing under Shaw Avenue. Vehicles traveling on Shaw will not be able to turn directly onto Sanders-Main Street because Sanders will be below grade at the intersection. Therefore, drivers will make use of a frontage road and the streets on either side of Sanders, including Marengo Avenue, to access Main Street. The portion of Marengo necessary to make this connection is not affected by the proposed amendments and will be retained to ensure the functionality of the Sanders-Main Street undercrossing.
- *Trails:* Trail alignments are planned along the Sanders-Main Street alignment, connecting the park space at the north end of the Master Plan with the Loma Vista Market Place just south of Shaw Avenue and the Loma Vista Village Green beyond. No trail alignments will be affected by the elimination of Marengo Avenue.

- *Gateways*: Six enhanced community gateways are featured within the Master Plan at intersections along DeWolf and Leonard Avenues. Gateways are characterized by intensified landscape and hardscape treatment at a comfortable pedestrian scale. These unique entrances are intended to establish a sense of place and arrival. The subject property does not have frontage along DeWolf or Leonard Avenues and no gateway locations will be affected by the elimination of Marengo Avenue.
- *Residential Development Standards*: Design and development standards for both single and multi-family development are included in the Master Plan, and the City's adopted residential objective standards will continue to apply. The project does not propose changes to any development standards.

Amendments to the Master Plan

The Master Plan adopted by the Council in 2009 establishes provisions for subsequent amendments, including minor amendments, which can be approved administratively by staff, and major amendments, which require approval through the rezoning process. The amendments contemplated through the project currently under consideration fall under the major amendment category. In the staff analysis included with the original adoption of the Master Plan, staff noted "that as the project moves through development, there are going to be details that will require changes to the Master Plan Document." Thus far, at least five major amendments have been approved to facilitate development within the Master Plan boundaries, as summarized below. The Master Plan amendments currently under consideration are similar in nature and scale to the previously approved amendments.

- In 2015, an application by Wilson Development was approved to modify the Master Plan by adding nearly 2 acres to Community Center North, modifying the trail standards to accommodate a 26' wide paseo, modifying the street section to allow for back-on development on San Jose Avenue, allowing and establishing standards for private street sections specific to Planning Area 3, and modifying development standards for single family residential lots within Planning Area 3.
- In 2017, an application by Westgate Construction was approved to amend the development standards of Planning Area 4 to allow drive-up and drive-through restaurants for approximately 16 acres of property on the north side of Shaw Avenue, between De Wolf and Leonard Avenues.
- In 2017, an application by Wilson Development was approved to amend the Master Plan to modify the Circulation Plan and Planning Areas #7, #8 and #9, and create two new Planning Areas within the Loma Vista Community Center South with accompanying reclassifications to the R-3 and R-4 zone Districts.
- In 2017, an application initiated by the City of Clovis was approved to amend the circulation features of the Master Plan south of Shaw Avenue to eliminate curvilinear streets in favor of a conventional rectangular grid.

- In 2018, an application by Wilson Development was approved to amend the Master Plan to modify the development standards (setbacks/parking) of Planning #8A.

Review and Comments from Agencies

The project was distributed to all City Divisions as well as outside agencies, including Cal Trans, Clovis Unified School District, Fresno Irrigation District, Fresno Metropolitan Flood Control District, AT&T, PG&E, San Joaquin Valley Air Pollution Control District, and the State Department of Fish and Wildlife. No comments were received relative to the proposed amendments to the Master Plan.

Public Comments

No public comments or inquiries have been received regarding this Project as of the publication of the staff report.

Public notice of this project was published in The Business Journal on June 8, 2022.

Planning Commission Consideration

The Planning Commission considered the proposed project at its May 26, 2022, meeting at which time the Commission recommended approval 3-0-2, with Commissioner Bedstead and Chair Hinkle absent. No public testimony was offered, and the Commission did not have any questions relative to the project.

California Environmental Quality Act (CEQA)

The City has determined that no additional environmental review is required for this Project pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15183. CEQA Guidelines Section 15183 mandates that projects with the development density established by existing zoning, community plan, or general plan policies for which an environmental impact report (EIR) was certified shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site.

The proposed amendments to the Master Plan have been determined to be consistent with the Loma Vista Specific Plan and the Environmental Impact Report (EIR) certified for the Loma Vista Specific Plan in February 2003. No changes to the Specific Plan are required. The EIR accounted for approximately 1,375,407 square feet of commercial development and more than 3,000 dwelling units within the community centers of the Loma Vista Urban Center. The minor changes proposed in conjunction with the Project would not result in changes to the conclusions reached in the EIR, and no impacts peculiar to the Project have been identified.

REASON FOR RECOMMENDATION

The proposed amendments to the Loma Vista Community Centers North and South Master Plan will facilitate the development of a residential project consistent with the intent of the Master Plan. The Project is consistent with the General Plan and Loma Vista Specific Plan. Key design features of the Master Plan will be retained with the proposed amendments, allowing a future project to move forward in conformance with the adopted design and development criteria. No negative effects have been identified as resulting from the proposal.

ACTIONS FOLLOWING APPROVAL

If the proposed Master Plan amendments are approved, the applicant intends to proceed with developing final project design documents based on the configuration of the parcel without Marengo Avenue.

Prepared by: Dave Merchen, City Planner

Reviewed by: City Manager *DM*

ORDINANCE 22-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS AMENDING AND CHANGING THE OFFICIAL ZONE MAP OF THE CITY OF CLOVIS IN ACCORDANCE WITH SECTION 9.08.020 AND 9.86.010 OF THE CLOVIS MUNICIPAL CODE TO AMEND THE LOMA VISTA COMMUNITY CENTERS NORTH AND SOUTH MASTER PLAN TO MODIFY THE STREET LAYOUT AND ZONE DISTRICT BOUNDARIES IN PLANNING AREAS 1 AND 2 AND FINDING THAT NO FURTHER ENVIRONMENTAL REVIEW IS REQUIRED PURSUANT TO SECTION 15183 OF THE CEQA GUIDELINES

LEGAL DESCRIPTION:

See Attachment A.

WHEREAS, Wathen Castanos Homes has submitted an application (R2008-07A3) to amend the Loma Vista Community Centers North and South Master Plan (Master Plan) to remove the planned local street identified as Marengo Avenue within Planning Area 1 and Planning Area 2 and to adjust the underlying R-3 (Medium Density-Multifamily Residential) Zone District to reflect the modified circulation layout; and

WHEREAS, the proposed amendments to the Master Plan will facilitate development as envisioned within the Master Plan by preparing the site for a future residential development project; and

WHEREAS, the Planning Commission held a duly noticed hearing on May 26, 2022, to consider the project, at which time interested persons were given the opportunity to comment on the project; and

WHEREAS, the Planning Commission voted and recommended that the City Council approve Rezone R2008-007A3; and

WHEREAS, the Planning Commission's recommendations were forwarded to the City Council for consideration; and

WHEREAS, the City published notice of the public hearing in the Fresno Business Journal on June 8, 2022, mailed public notices to property owners within 600 feet of the Property ten (10) days prior to the City Council hearing, and otherwise posted notice of the public hearing according to applicable law; and

WHEREAS, the City Council considered the CEQA analysis outlined in the staff report and elsewhere in the Administrative Record which determined that no additional environmental review is required for this Project pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15183; and

WHEREAS, a duly noticed hearing was held on June 20, 2022, and

WHEREAS, the City Council has had an opportunity to review and consider the entire Administrative Record relating to the Project, which is on file with the Department, and reviewed and considered those portions of the Administrative Record determined to be necessary to make an informed decision, including, but not necessarily limited to, the staff report, the written materials submitted with the request, and the verbal and written testimony and other evidence presented during the public hearing.

NOW, THEREFORE, BASED UPON THE ENTIRE RECORD OF THE PROCEEDINGS, THE CITY COUNCIL FINDS AS FOLLOWS:

1. The proposed Project is consistent with the goals, policies, and actions of the General Plan and the Loma Vista Specific Plan.
2. The proposed Project would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.
3. The Property is physically suitable (including absence of physical constraints, access, compatibility with adjoining land uses, and provision of utilities) for the requested amendments.
4. The City Council finds that no additional environmental review is required for the Project pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15183.
5. The basis for the findings is detailed in the June 20, 2022 staff report, which is hereby incorporated by reference, the entire Administrative Record, as well as the evidence and comments presented during the public hearing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLOVIS DOES ORDAIN AS FOLLOWS:

Section 1 The Official Map of the City is amended in accordance with Section 9.08.020 and Chapter 9.86 of the Clovis Municipal Code by rezoning certain land in the City of Clovis, County of Fresno, State of California, to wit:

LEGAL DESCRIPTION:

See the attached Attachment A.

From the C-3 (Central Trading) and Unclassified Zone Districts to the R-3 (Medium Density-Multiple Family) Zone District.

Section 2 This Ordinance shall go into effect and be in full force from and after thirty (30) days after its final passage and adoption.

APPROVED: June 20, 2022

Mayor

City Clerk

* * * * *

The foregoing Ordinance was introduced and read at a regular meeting of the City Council held on June 20, 2022 and was adopted at a regular meeting of said Council held on July 5, 2022, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: July 5, 2022

City Clerk

**ATTACHMENT A
LEGAL DESCRIPTION**

The land referred to herein is situated in the City of Clovis, County of Fresno, State of California and described as follows:

That portion of Parcel 4 of Parcel Map No. 3033 per the Parcel Map recorded May 20, 1976 in Book 20 of Parcel Maps, at Page 52, Fresno County Records, more particularly described as follows:

Commencing at the Northwest corner of said Parcel 4;

Thence along the North line of said Parcel 4, North 89°44'05" East for a distance of 300.00 feet to the True Point of Beginning;

Thence continuing along the North line of said Parcel 4, North 89°44'05" East for a distance of 160.00 feet;

Thence leaving the North line of said Parcel 4, South 00°27'59" East for a distance of 661.10 feet to the North line of Parcel 3 of said Parcel Map;

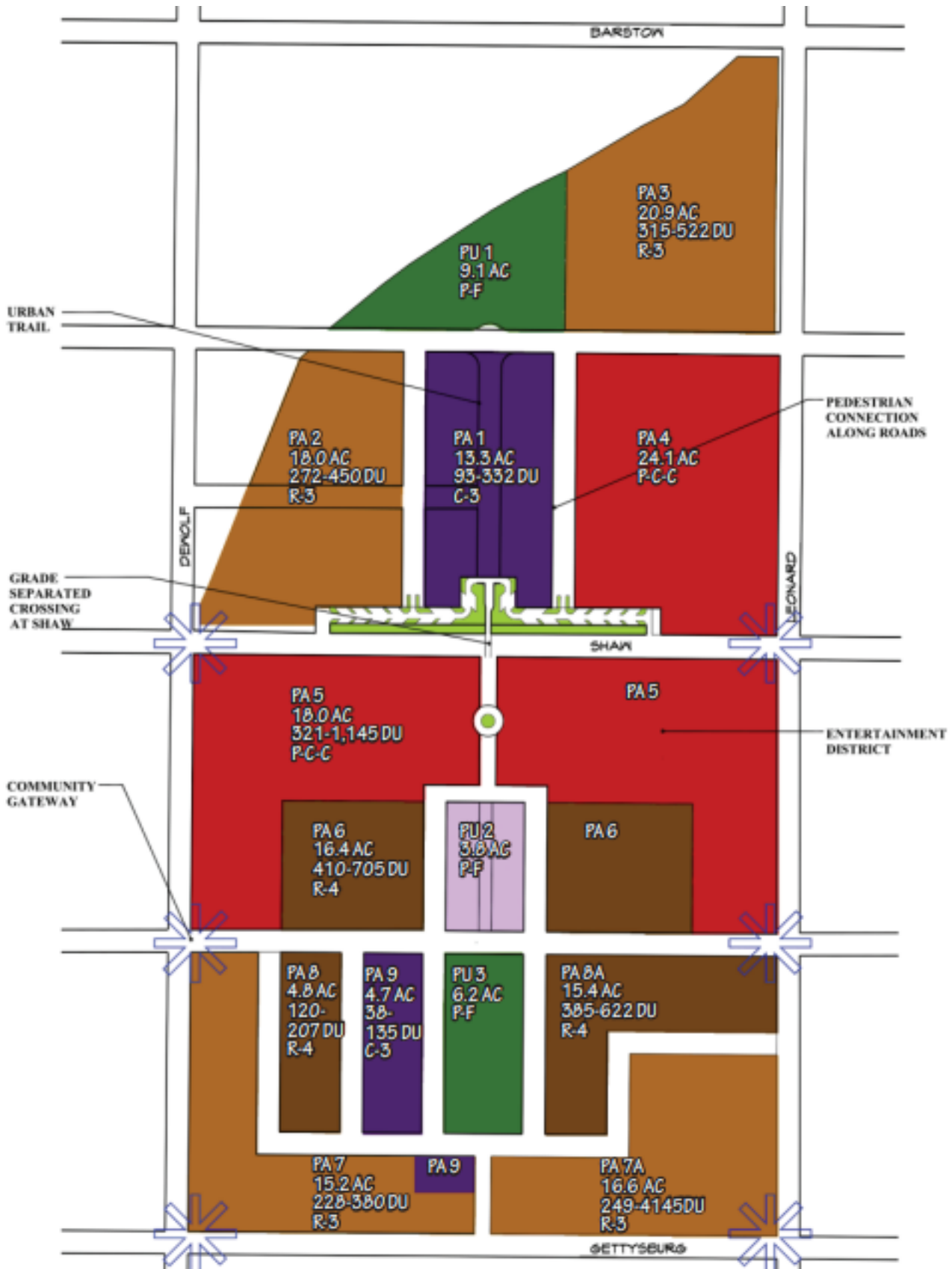
Thence along the North line of Parcel 2 and Parcel 3 of said Parcel Map, South 89°42'56" West for a distance of 160.00 feet;

Thence leaving the North line of said Parcel 2, North 00°27'59" West for a distance of 661.25 feet to the True Point of Beginning.

Containing an approximate area of 2.43 acres, more or less.

Loma Vista Community Centers North and South Master Plan

Location & Planning Areas





CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: June 20, 2022

SUBJECT: Consider Approval – Res. 22-____, Approving various actions required to conduct the November 8, 2022, General Municipal Election:

- a. Calling and giving notice of the November 8, 2022, General Municipal Election for the purpose of electing three (3) members of the City Council for the terms of four (4) years through November 2026; and
- b. Requesting to Consolidate the General Municipal Election with the Statewide General Election; and authorizing the Fresno County Elections Division to conduct the November 2022 Election; and
- c. Establishing Conditions for the filing of Candidates' Statements.

Staff: Karey Cha, City Clerk

Recommendation: Approve

ATTACHMENTS: 1. Res. 22-____

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the City Council to approve Res. 22-____, approving various actions required to conduct the November 2022 General Municipal Election for the purpose of electing three (3) members of the City Council for the terms of four (4) years through November 2026.

EXECUTIVE SUMMARY

On November 8, 2022, an election will be held in the City of Clovis for three (3) City Council seats. The Elections Code requires several things to occur for a successful municipal election. Approval of staff's recommendations and the attached resolution will call and notice the election; request the General Municipal Election be consolidated with the Statewide General Election to be held on the same day and to authorize the Fresno County Elections Division to conduct the election; and establish conditions for filing candidate statements.

Following the enactment of Senate Bill (SB) 415 in 2016, the City Council approved an ordinance in 2017 that changed the regular municipal election dates from March of odd years to November of even years beginning 2022 to comply with SB 415. This upcoming November 2022 election will be the City's first "on-cycle" election to be consolidated with the Statewide General Election, and the standard City Council four (4) year term will commence with the November 2022 Election.

BACKGROUND

1. Calling and Giving Notice of the Election; Nomination Period

Pursuant to Elections Code section 12101, the 2022 General Municipal Election must be called prior to the opening of the nomination period. The Notice of Election that lists the time and date of the election and the offices to be filled must be published no sooner than July 4, 2022, and no later than July 18, 2022.

The nomination period for the November Election on November 8, 2022, opens on July 18, 2022, and closes on August 12, 2022. However, if an incumbent does not seek re-election, the nomination period is extended five (5) days. Therefore, if Councilmembers Bessinger and Whalen, or Mayor Flores do not file by August 12, 2022, for re-election, the nomination period would be extended five (5) days to August 17, 2022.

2. Requesting to Consolidate the General Municipal Election with the Statewide General Election

Pursuant to SB 415, a city is prohibited from holding a general municipal election on any date other than the statewide election date to prevent a voter turnout of below average. Pursuant to Elections Code section 10403, subdivision (a), the City requests to consolidate its General Municipal Election with the Statewide General Election on November 8, 2022.

3. Authorizing the Fresno County Elections Division to Conduct the Election

The Fresno County Elections Division is the Registrar of Voters in Fresno County and is well versed and capable of conducting the election. Staff recommends Council authorize the Fresno County Elections Division to conduct the municipal election as authorized by Elections Code section 10002. The Fresno County Elections Division conducted the municipal elections in 2009, 2017, 2019, and 2021 without incident, while the elections of 2011, 2013, and 2015 were cancelled as only the incumbents had been nominated.

City acknowledges that the Election will be conducted by the Fresno County Elections Division in accordance with Elections Code section 10418. And pursuant to Elections Code section 10002, the City is required to reimburse the County of Fresno in full for the Election services performed upon the County's presentation of a bill to City.

4. Establishing Conditions for Filing Candidate Statements

Elections Code section 13307 provides that Council must establish the conditions for filing candidate statements prior to the City's filing for the November 2022 Election. These conditions include setting a word-limit of two hundred (200) words per statement and requiring candidates to make a pre-payment to the County at the time the candidate files the nomination papers, which includes the cost of printing, handling, and translating the candidate's statement to required foreign languages. These conditions will help limit the size of the sample ballot pamphlet and reduce the cost that the City will have to repay the County for.

FISCAL IMPACT

The City incurs a cost every other year to conduct an election. The estimated cost to conduct the regularly scheduled election will be budgeted and accounted for in the 2022-23 budget. Staff is estimating the total cost for the November Election to be no more than one hundred thousand dollars (\$100,000.00). While it is possible that additional costs may be incurred with the general Transient Occupancy Tax measure to be placed on the November Election ballot, staff will return to Council with a budget amendment request.

REASON FOR RECOMMENDATION

To conduct the 2022 General Municipal Election, the City Clerk's Office must act in accordance with provisions of the elections law relating to general law cities in the State of California.

ACTIONS FOLLOWING APPROVAL

After Council approves the resolution, the City Clerk will cooperate with and provide the necessary materials to the Fresno County Elections Division to conduct the General Municipal Election in accordance with state law.

Prepared by: Karey Cha, City Clerk

Reviewed by: City Manager *JA*

RESOLUTION 22-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD IN THE CITY OF CLOVIS ON TUESDAY, NOVEMBER 8, 2022, FOR THE ELECTION OF CERTAIN OFFICERS; REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO TO CONSOLIDATE AND CANVASS THE ELECTION; AUTHORIZING THE COUNTY CLERK/REGISTRAR OF VOTERS OF FRESNO COUNTY TO RENDER SPECIFIED SERVICES TO THE CITY OF CLOVIS RELATING TO THE CONDUCT OF THE GENERAL MUNICIPAL ELECTION AND APPROPRIATING FUNDS TO PAY FOR SAID SERVICES; AND ESTABLISHING REGULATIONS FOR CANDIDATES PERTAINING TO CANDIDATE STATEMENTS

WHEREAS, the next Statewide General Election will take place on Tuesday, November 8, 2022; and

WHEREAS, the City of Clovis will hold a General Municipal Election on Tuesday, November 8, 2022, for the election of three (3) City Council Members, each for a full four (4) year term; and

WHEREAS, the City of Clovis desires the Board of Supervisors of the County of Fresno to consolidate the City's General Municipal Election with the Statewide General Election, pursuant to Part 3, Division 10 of the Elections Code (commencing with Section 10400) to be held on the same date and that, within the City of Clovis, the precincts, vote center locations, ballot drop box locations, and election officers of the two (2) elections be the same; the County Clerk/Registrar of Voters canvass the returns of the General Municipal Election; and the election be held in all respects as if there were only one (1) election; and

WHEREAS, it is the desire of the Clovis City Council to adopt a Resolution requesting the Board of Supervisors of the County of Fresno to render specified services to the City of Clovis relating to the conduct of a General Municipal Election pursuant to California Elections Code section 10002; and

WHEREAS, Elections Code section 10002 requires the City of Clovis to reimburse the County of Fresno in full for the services performed upon presentation of a bill to the City of Clovis; and

WHEREAS, the Clovis City Council has determined that each candidate for elective office who submits a statement to be sent to the voters with the sample ballot shall be charged a sum not greater than the actual prorated cost of printing, handling, and translating the candidate's statement as a result of providing this service.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLOVIS, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. A General Municipal Election is called and ordered for the City of Clovis to be held on Tuesday, November 8, 2022, for the purpose of the election of three (3) members of the City Council to be elected at-large, each for a full four (4) year term.

SECTION 2. Pursuant to the requirements of Elections Code section 10403, the Board of Supervisors of the County of Fresno is hereby requested to consent and agree to the consolidation of the General Municipal Election and the Statewide General Election on Tuesday, November 8, 2022.

SECTION 3. In accordance with Elections Code section 10403, the City of Clovis acknowledges that the consolidated election will be held and conducted in accordance with the provisions of law regulating the Statewide General Election pursuant to Elections Code section 10418.

SECTION 4. The Board of Supervisors of the County of Fresno is requested to direct the County Clerk/Registrar of Voters to take any and all steps necessary for and related to the holding of the consolidated election in a manner consistent with law, including, without limitation: the provision of all election materials and equipment; publication of notices; the hiring, training and supervision of election officers and other election personnel; the printing and distribution of ballot materials; the translation of ballot materials; the collection of submitted ballots; the tallying and canvassing of votes; and the certification of election results.

SECTION 5. A sum be appropriated and set aside from the appropriate funds of the City of Clovis to reimburse the County of Fresno in full for the services to be performed as herein requested and that said sum be paid to the County of Fresno upon demand and presentation of a bill to the City of Clovis.

SECTION 6. The candidate shall, if he or she elects to submit an election statement of no more than two hundred (200) words to be included with the sample ballot and sent to the registered voters, pay all costs associated with said election statement; Pursuant to Elections Code section 13307, the candidate is required to make an estimated pre-payment to the County at the time the candidate files the nomination papers.

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on June 20, 2022, by the following vote, to wit:

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

Dated: June 20, 2022

Mayor

City Clerk



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: June 20, 2022

SUBJECT: Consider approval of various items associated with various fees under the Planning and Development Services Department:

a. Consider Approval – Res. 22-____, A resolution revising the Master Development Fee Schedule and Providing a Description of Fees to be Requested for County Adoption; and

b. Consider Approval – Res. 22-____, A resolution amending Plan Check, Inspection Services, Encroachment Permits and Community Investment Program Rates; and

c. Consider Approval – Res. 22-____, A request to approve the 2022 City of Clovis Planning Division Fee Schedule.

Staff: Dave Merchen, City Planner / Sean Smith, Supervising Civil Engineer

Recommendation: Approve

ATTACHMENTS:

1. Res. 22-____, Revising Master Development Fee Schedule
2. Res. 22-____, Amending Plan Check, Inspection Services, Encroachment Permits and Community Investment Program Rates
3. Res. 22-____, Approving the 2022 City of Clovis Planning Division Fee Schedule
4. Correspondence from Stakeholders

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the City Council to approve Res. 22-____, revising the Master Development Fee Schedule and providing a description of fees to be requested for County Adoption.

For the City Council to approve Res. 22-____, amending Plan Check, Inspection Services, Encroachment Permits and Community Investment Program Rates.

For the City Council to approve Res. 22-____, approving the 2022 City of Clovis Planning Division fee schedule.

EXECUTIVE SUMMARY

Staff is recommending updates to the following fee programs:

1. Development Impact Fees (DIF's)
2. Engineering Division hourly rates and inspection fees
3. Planning Division fees

Development Impact Fees (DIF's)

Staff performed a comprehensive evaluation of the costs and infrastructure that comprise the DIF's, including obtaining updated cost estimate updates from our sewer and water Master Plan consultants. This evaluation resulted in the determination of the rates as indicated by the Full Implementation option (**Attachment 1A and 1B**). For residential and non-residential development, the full implementation would result in an increase in overall fees that ranges from 27% to 40%, depending on location and land use of the proposed project. For example, for a single-family residential home built in Heritage Grove (15.5 units per acre) the DIF would increase from \$25,429 to \$32,903 for a total increase of \$7,474 or 29% increase. For a home that sells for \$375,000 the Full Implementation option would represent a 2% increase to the selling price ($\$7,474 / \$375,000 = 2\%$).

In meetings with stakeholders and the Master Plan consultants, staff recognizes that the cost outlook for some facilities and construction elements are uncertain with the large fluctuations we have seen in recent months. Based on the uncertainty in those fee categories and the potential that costs may come down in the coming months, staff is proposing a Phased Implementation option (**Attachments 1C and 1D**) as an alternative for consideration and is recommending Council approval. The Phased implementation option implements 50% of the fee increases for sewer, water, and street fees immediately (60 days after approval in accordance with statute) with a full re-evaluation of these categories at the next fee update to see where prices are at that time and make the appropriate adjustments. If the Phased Implementation option is approved, staff will perform a comprehensive evaluation for the next fiscal year update to validate the proposed rates and for consideration by Council.

Under the Phased Implementation alternative, 50% of the increases for sewer, water, and streets is being deferred for a year pending future confirmation of the amount of the increase through a reevaluation of construction costs. Under this alternative, the immediate increases would range from 17% to 28%, depending on location and land use of the proposed project. For example, for a single-family residential home built in Heritage Grove (15.5 units per acre) the DIF would increase from \$25,429 to \$30,181 for a total increase of \$4,753 or 18.7% increase. For a home that sells for \$375,000 the Phased Implementation option would represent a 1.3% increase to the selling price ($\$4,753 / \$375,000 = 1.3\%$).

Engineering Division Hourly Rates

Engineering Division hourly rates need to be adjusted from \$119 to \$140 in order to offset increases in operational costs and maintain a functional level of service to the development community and operation of the Community Investment Program. Staff is proposing to begin implementing the new rates on August 29, 2022.

Planning Division Fee Schedule

The Planning Division fee schedule was last updated by Resolution 21-103, which took effect November 15, 2021. The operational costs have increased for the Planning Division similar to the costs for the Engineering Division. A 2.94% across-the-board increase is recommended, based on the 5-year average change in the consumer price index (CPI). This methodology was used because it accounts for the changes in costs that have occurred since the comprehensive fee analysis was completed last year while avoiding the “spiking effect” that would have occurred if only the most recent year’s CPI was utilized. The revised fee schedule will provide the funding necessary for the Planning Division to maintain a functional level of service to the public.

BACKGROUNDMaster Development Fee Schedule

The municipal code provides for an annual update of the DIF program either through a comprehensive review of the fee rates or through an adjustment based on the average CCI between the Los Angeles and San Francisco areas for the twelve (12) month period ending the prior December. The average of the two cities for December 2020 to December 2021 was an increase of 7.5%, which has an overall impact to the fees of approximately 9.9%.

Frequent adjustments are needed in order to attempt to keep pace with construction cost increases and fully fund the infrastructure associated with growth. The CCI provides a measurement of construction cost fluctuations and serves as a reasonable basis for adjusting the fees between a comprehensive review and in-depth cost reevaluations.

In its review this year, staff performed an in-depth review. The analysis studied current construction costs, re-evaluated the remaining planned City infrastructure, updated the trust fund balances, and reviewed market trends. The review also included updated estimates from the City’s sewer and water master plan consultants. Currently, certain costs are being affected by supply chain slowdowns, lack of availability of materials, and labor issues, just to name a few. Staff has prepared two alternative updates to the rates in recognition of the uncertainty of the land and construction costs and where they will be in the coming months.

The Full Implementation alternative reflects current (as of January 2022) infrastructure costs as determined by the studies. In recognition of the uncertainty of whether these “current” costs are the new norm, or whether the current costs represent a peak and will ultimately come down in the coming year, staff has provided a Phased Implementation alternative which would implement 50% of the increase shown in staff’s study now and defer the remaining 50% increase until next year pending a new evaluation of construction cost levels at that time. This 50% phase-in approach would apply only to the rates for the Sewer, Water, and Street fee categories. These are the categories which stakeholders, the consultants, and staff felt the cost outlook was less

stable and less predictable. Staff is recommending that Council consider approval of the Phased Implementation alternative for FY 2022-2023. Staff would then reevaluate construction and land costs in as part of the next regular fee update to confirm whether the second increment of the increase should be implemented at the full amount or an adjusted amount.

Overall Results

For residential and non-residential development, the full implementation would result in an increase in overall fees that ranges from 27% to 40%, depending on location and land use of the proposed project. Attachment 1A contains the revised rates and Attachment 1B contains a summary of estimated fee obligations for several theoretical projects under the Full Implementation alternative.

Under the Phased Implementation alternative, 50% of the increases for sewer, water, and streets is being deferred for a year pending future confirmation of the amount of the increase through a reevaluation of construction costs. Under this alternative, the immediate increases would range from 17% to 28%, depending on location and land use of the proposed project. Attachment 1C contains the initial, or first phase, rates and Attachment 1D contains a summary of estimated fee obligations for the same theoretical projects but under the first phase of the Phased Implementation alternative.

Stakeholder Outreach

The COVID-19 pandemic has continued to affect the look and number of public meetings. While staff has made itself fully available for meetings and open discussion regarding the fees, participation has been limited as the various companies and entities have varying comfort with meeting in person. An email was provided to over 130 stakeholders describing the proposed increases and providing information pertaining to the cost evaluations and fee rate methodologies. All stakeholders were invited to meet through a series of five (5) bi-weekly meetings from March to May with in-person and virtual attendance options. 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 Full Implementation option was first discussed at the earliest meeting in March. The Phased Implementation option was developed and presented at the last meeting in April and was further discussed at the last and only meeting in May. Staff has included the written comments that have been received as Attachment 4. Other notable comments made at the meetings included, but are not limited to:

1. Discussion of the use and application of CCI for fee updates.
2. General description of the impacts already felt throughout the industry and concerns over the impacts that a large increase might have in today's market.
3. General description of the impact of increasing interest rates for new loans.
4. Alternatives for reimbursements in order to incentivize a greater cost control for reimbursable items.

Mitigation Fee Act (Government Code, Sections 66000 – 66024)

Section 66001 of the government code requires that the City shall do all of the following at the time that it establishes, increases or imposes a fee as a condition of approval of a development project:

1. Identify the purpose of the fee.
2. Identify the use to which the fee is to be put (identify the public facilities to be constructed).
3. Determine how there is a reasonable relationship (nexus) between the fees and the type of development project on which the fee is imposed.
4. Determine how there is a reasonable relationship (nexus) between the need for the public facility and the type of development project on which the fee is imposed.

Items 1 and 2 are clearly identified in the municipal code. Items 3 and 4 are met through multiple actions taken by the City Council such as:

1. The General Plan
2. Specific Plans
3. Master Plans for Sewer, Water, Recycled Water, etc.
4. The method by which fee rates are established which evaluates the cost of improvements identified in the various adopted plans and distributes that cost among the developable properties within the respective service areas in rough proportion to their impact on, or need for, the public facilities.

County Developments

The Memorandum of Understanding between the City of Clovis and the County of Fresno (MOU) includes a provision for county developments within the Clovis Sphere of Influence. The agreement states the following:

“CITY development fees shall be charged for any discretionary development applications to be approved by the COUNTY within the CITY’s sphere of influence. To establish or amend CITY development fees, CITY shall conduct a public hearing and notify property owners in accordance with State Law. At the conclusion of that hearing, CITY shall adopt a resolution describing the type, amount, and purpose of CITY fees to be requested for COUNTY adoption.”

“CITY shall transmit the adopted resolution to the COUNTY for its adoption of the fees. CITY shall include a draft ordinance for COUNTY’s adoption with appropriate supporting documentation or findings by the CITY demonstrating that the fees comply with Section 66000 of the Government Code and other applicable State Law requirements.”

The resolution under consideration includes a statement of finding that the fees are in compliance with the Government Code and describes the type, amount and purpose of the fees by reference to the Master Development Fee Schedule and the Municipal Code. This resolution and a draft ordinance will be transmitted to the County of Fresno for adoption upon approval by council.

State Assembly Bill (AB) 602

AB 602 took effect on January 1, 2022, affecting the adoption of development impact fees and their associated nexus studies. This new law imposes new rules for agencies who are imposing impact fees on new development, such as the need to post information related to its impact fees on its website, defining the process for adopting impact fees through a publicly noticed and public meeting, the need for large jurisdictions to adopt a capital improvement plan, and the need to update impact fee studies at least every eight years, all of which the City has been compliant with for some time.

AB 602 contains a requirement that new nexus studies adopted after July 1, 2022, will need to comply with Government Code Section 66001(a). New nexus studies that impose impact fees on housing development projects will also need to be based on the square footage of the proposing housing units or make a three-part finding that justifies the alternative basis for the fee. The Clovis DIF's currently apply impact fees on housing development projects on a per unit and gross acreage basis, but there is no need to make changes or the required findings at this time since there are no new fees proposed, no new nexus studies or revisions, and this action is occurring prior to July 1, 2022.

Plan Check, Inspection Services, Encroachment Permits and Community Investment Program Rates

The Engineering Division last updated the hourly rates in 2021. This adjustment was simply based on the CPI. The cost of operations, including employee benefits, has been increasing and is expected to continue to rise for the foreseeable future. Staff is recommending an hourly rate of \$140 to offset increases in operational costs and maintain a functional level of service to the development community and operation of the Community Investment Program. The proposed hourly rate is based on a recent evaluation of the specific cost for staff in the Planning and Development Services Department to operate, including salary, benefits, support services, and overhead.

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. Going forward, staff will continue to review the hourly rate and adjust accordingly as part of the annual, or biannual review of the Development Impact Fees. The new rates will take effect 60 days following the approval of the resolution by Council.

Stakeholder Outreach

An email was provided to a group of over 130 stakeholders describing the proposed increase in the hourly rate on June 7, 2022. The stakeholders were the same as the Development Impact Fees, which 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. No comments had been received as of the completion of this staff report.

Planning Division fee schedule

A comprehensive fee analysis and update to the Planning Division Fee Schedule was presented to the Council for adoption in September of 2021. The 2021 fee update included significant increases for most fee categories because the fees had not been updated since 2009. In its discussions with both stakeholders and the Council, Staff outlined its intent to proceed with routine or annual updates in the future to avoid the large increases seen in 2021. To the extent feasible, an analysis of the fees will be conducted annually as part of the budget preparation process and any recommended updates will be presented before the end of each fiscal year (June 30th).

Based on the evaluation completed this spring, Staff is recommending an update to the 2021 Planning Division Fee Schedule utilizing the Consumer Price Index (CPI) for All Urban Consumers. The CPI was identified as the most applicable index for an adjustment to the Planning fees, which are based primarily on personnel costs. The recommended methodology utilizes the average of the last five (5) years of the CPI percentage changes to arrive at a total increase of 2.94%. While it is relatively common to use the single year change in CPI to make these routine annual adjustments, a five-year average is recommended for the 2022 update because the change in most recent year CPI is over 7%, reflecting the high rate of inflation and related factors affecting the entire country is currently experiencing. Fee updates should avoid “spiking” factors that may not be sustained over time. An annual adjustment of over 7% would exceed actual and anticipated changes in processing costs.

Three entitlement types are excepted from this increase: Small Home Occupation Permits, Staff Research & Document Preparation, and the Redistribution Fee for applications during the commenting period. These three entitlements are proposed to be increased from the current hourly rate of \$119 per hour to \$140 per hour as proposed by the Engineering Division. The “per acre, per building permit, per sign, per unit, and per lot” fees are also not being proposed to change. Staff is proposing to include two new entitlement types and procedural workflows to the 2022 Planning Fee Schedule Update:

1. Tentative Parcel Maps under SB-9 (The California Home Act) requirements
2. Final Parcel Maps under SB-9 (The California Home Act) requirements

These new fee categories are necessary to properly implement the provisions of SB-9 allowing streamlined lot splits. The fees are based on the City’s “standard” parcel map fees, with changes to reflect the specific requirements of SB-9. The most significant difference is that SB-9 prohibits public notice and public hearing processes, and costs related to those procedures

have been removed. The new rates within Planning Division Fee schedule will take effect 60 days following the approval of the resolution by Council.

Stakeholder Outreach

An email was provided to a group of over 130 stakeholders describing the proposed changes to the Planning Division Fee Schedule on June 7, 2022. The stakeholders were the same as the Development Impact Fees, which 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. No comments had been received as of the completion of this staff report.

California Environmental Quality Act

The proposed fee adjustments have 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, all are exempt from CEQA.

FISCAL IMPACT

In general, the adjustments to the Development Impact Fee rates will provide funding commensurate with current land acquisition and construction costs for the public facilities needed to serve new development. With the 50% implementation alternative, there is potential that there could be a shortfall in revenue for the sewer, water, and street fee categories if it is later found that the current high costs of construction and right-of-way are sustained over the next year. If costs do not come down, the estimated revenue forgone would be around \$3,600,000.

Engineering Department Plan Check, Inspection Services, Encroachment Permits, and Community Investment Program 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.

Planning Division revenue increases will offset increased staff costs and allow City staff to maintain the current level of service for entitlement applications.

REASON FOR RECOMMENDATION

The Municipal Code requires annual review and adjustment of the development fees based on actual land acquisition and construction costs or the percentage increase or decrease in the Engineering News Record Index for the California Cities for the twelve (12) month period ending the prior December. Staff is recommending an adjustment to the Development Impact Fee rates based on the Phased Implementation option in light of the current market conditions. Staff will perform a comprehensive evaluation of construction and land costs in order to confirm whether the second increment of the increase should be implemented at the full amount or an adjusted amount for the next fiscal year.

Staff is recommending an increase in the hourly billing rate to \$140 per hour to cover the cost of staff services provided on Plan Checks, Inspection Services, Encroachment Permits, and Community Investment Program projects.

Staff is recommending a revision to the Planning Division fee schedule to cover the cost of staff services provided on entitlement applications. The recommended adjustments are consistent with the discussion presented to stakeholders and the Council in 2021, during which Staff outlined its intent to proceed with routine or annual adjustments to the fees.

ACTIONS FOLLOWING APPROVAL

1. Staff will notify the development community and implement the new fee rates for the Development Impact Fees 60 days after approval of the resolution.
2. Staff will proceed with getting the fees adopted by the Fresno County Board of Supervisors.
3. Staff will notify the development community and implement the new rates for Plan Check, Inspection Services, Encroachment Permits, and the Community Investment Program 60 days after approval of the resolution.
4. Staff will notify the development community and implement the new rates for the Planning Fee Schedule 60 days after approval of the resolution.

Prepared by: Sean Smith, Supervising Civil Engineering/George González, Senior Planner/
Dave Merchen, City Planner

Reviewed by: City Manager 

RESOLUTION 22-____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS REVISING THE MASTER DEVELOPMENT FEE SCHEDULE AND PROVIDING A DESCRIPTION OF FEES TO BE REQUESTED FOR COUNTY ADOPTION**

WHEREAS, the State of California has enacted Section 66000 et seq. of the Government Code which allows for the collection of development impact fees; and

WHEREAS, the Clovis Municipal Code relating to Development Fees indicates that the fees shall be reviewed and adjusted as warranted annually by the percentage increase or decrease in the Engineering News Record Index for the California Cities for the twelve (12) month period preceding December, or by variation of the actual construction costs; and the fees shall be fixed by the City Council by resolution, and shall be included in the Master Development Fee Schedule; and

WHEREAS, the fees shall be fixed by the City Council by resolution, and shall be included in the Master Development Fee Schedule; and

WHEREAS, a new fee study has been performed by staff to establish new fee rates based on current actual construction costs; and

WHEREAS, the current actual construction costs for sewer, water, and streets have spiked sharply in the preceding year and these costs may be reflective of a cost spike and may come down as supply issues settle in the coming months; and

WHEREAS, the City Council recognizes the impact that costs that may be artificially inflated have on development projects in general; and

WHEREAS, the City Council wishes to implement the updated costs in a phased manner to allow time to monitor the construction market; and

WHEREAS, the first amendment to the memorandum of understanding between the County of Fresno and the City of Clovis (MOU) requires that the City adopt a resolution describing the type, amount, and purpose of City fees to be requested for County adoption, and

WHEREAS, the MOU further requires the City make findings demonstrating that the fees comply with Section 66000 of the Government Code and other applicable State law.

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

The Master Development Fee Schedule for charges therein provided and attached as Exhibit A and representing 50% of the full rate increases for sewer, water, and streets as determined by staff's study, is hereby approved and shall be effective after 60 days following approval. The development impact fee rates for sewer, water, and streets shall be updated next year based on a new construction cost analysis.

1. The provision of this Resolution shall not in any way affect provisions of any Resolution or Ordinance of the City for fees not provided in the Master Development Fee Schedule.
2. This Resolution will not be effective prior to 60 days following and will continue in force until amended by the City Council.
3. The types, amounts, and purposes of the fees to be adopted by the County of Fresno are indicated on the Master Development Fee Schedule (Attachment ___) and in the Clovis Municipal Code and the City Council of the City of Clovis does hereby find that the fees are in compliance with applicable state laws including Section 66000 of the Government Code.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on June 20, 2022, by the following vote, to wit.

AYES:
NOES:
ABSENT:
ABSTAIN:

DATED: June 20, 2022

Mayor

City Clerk

**CITY OF CLOVIS
MASTER DEVELOPMENT FEE SCHEDULE
FULL IMPLEMENTATION**

AGENDA ITEM NO. 21.

Water Major Facilities			
	(Units per Acre)		
Residential	2.0 or less	\$11,882	per unit
Residential	2.1 to 2.5	\$11,882	per unit
Residential	2.6 to 3.0	\$11,882	per unit
Residential	3.1 to 3.5	\$11,882	per unit
Residential	3.6 to 4.0	\$11,882	per unit
Residential	4.1 to 4.5	\$11,882	per unit
Residential	4.6 to 5.0	\$10,086	per unit
Residential	5.1 to 5.5	\$8,290	per unit
Residential	5.6 to 6.0	\$8,102	per unit
Residential	6.1 to 6.5	\$7,914	per unit
Residential	6.6 to 7.0	\$7,726	per unit
Residential	7.1 to 7.5	\$7,538	per unit
Residential	7.6 to 8.0	\$7,350	per unit
Residential	8.1 to 8.5	\$7,162	per unit
Residential	8.6 to 9.0	\$6,974	per unit
Residential	9.1 to 9.5	\$6,786	per unit
Residential	9.6 to 10.0	\$6,598	per unit
Residential	10.1 to 10.5	\$6,410	per unit
Residential	10.6 to 11.0	\$6,218	per unit
Residential	11.1 to 11.5	\$6,143	per unit
Residential	11.6 to 12.0	\$6,068	per unit
Residential	12.1 to 12.5	\$5,993	per unit
Residential	12.6 to 13.0	\$5,918	per unit
Residential	13.1 to 13.5	\$5,843	per unit
Residential	13.6 to 14.0	\$5,768	per unit
Residential	14.1 to 14.5	\$5,693	per unit
Residential	14.6 to 15.0	\$5,618	per unit
Residential	15.1 to 15.5	\$5,543	5543
Residential	15.6 to 16.0	\$5,468	per unit
Residential	16.1 to 16.5	\$5,393	per unit
Residential	16.6 to 17.0	\$5,318	per unit
Residential	17.1 to 17.5	\$5,243	per unit
Residential	17.6 to 18.0	\$5,168	per unit
Residential	18.1 to 18.5	\$5,093	per unit
Residential	18.6 to 19.0	\$5,018	per unit
Residential	19.1 to 19.5	\$4,943	per unit
Residential	19.6 to 20.0	\$4,870	per unit
Commercial Retail		\$5.94	per bldg sf
Professional Office		\$5.94	per bldg sf
Industrial		\$1.59	per bldg sf
Schools		\$12,435	per gross acre
Public Facilities		\$3.22	per bldg sf
Assisted Living		\$5.64	per bldg sf

Water			
Water oversize			
All Areas except RT Ph 1,2		\$3,312	per gross acre
RT Park Phase 1, 2		\$358	per gross acre
Water front footage			
All Areas except RT Ph 1,2		\$41.05	per linear foot
RT Park Phase 1, 2		\$0	
Non-Potable Water System		\$3,690	per gross acre

Water Service			
Water meter:			
3/4"		\$341	each
1"		\$424	each
1 1/2" (residential only)		\$712	each
2" (residential only)		\$906	each
1 1/2" (landscape)		\$912	each
2" (landscape)		\$1,039	each
3" (landscape)		\$1,470	each
4" (landscape)		\$2,425	each
6" (landscape)		\$4,382	each
1 1/2" (MFR & Non-res)		\$1,227	each
2" (MFR & Non-res)		\$1,391	each
3" (MFR & Non-res)		\$1,919	each
4" (MFR & Non-res)		\$2,993	each
6" (MFR & Non-res)		\$5,220	each
Transceiver Fee		\$145	each
Water service w/meter:			
3/4"		\$6,452	each
1"		\$6,536	each
1 1/2"		\$7,472	each
2"		\$8,107	each

Attachment A of Attachment 1

**CITY OF CLOVIS
MASTER DEVELOPMENT FEE SCHEDULE
FULL IMPLEMENTATION**

AGENDA ITEM NO. 21.

Sewer		
Sewer Major Facilities		
Single Family Residential	\$10,346	per unit
Multi-Family Residential	\$8,380	per unit
Commercial Retail	\$6.21	per bldg sf
Professional Office	\$5.28	per bldg sf
Industrial	\$2.90	per bldg sf
Assisted Living	\$10,346	per EDU
*Other	\$10,346	per EDU
All Projects in Core Area (Page 7)	\$0	
Sewer oversize		
All Areas except RT Ph 1,2	\$1,473	per gross acre
RT Park Phase 1, 2	\$0	
Sewer front footage		
All Areas except RT Ph 1,2	\$31.15	per linear foot
RT Park Phase 1, 2	\$0	
Sewer house branch connection		
4" lateral	\$136.00	per linear foot
6" lateral	\$138.00	per linear foot

*Other includes hospitals, churches, hotels, motels, schools

Parks		
Park Acquisition and Development:		
All Residential	\$5,354	per unit
Retail	\$0.68	per bldg. sf.
Office	\$1.48	per bldg. sf.
Industrial	\$0.48	per bldg. sf.
All projects in core area (Page 7)	\$0	

Refuse		
Community sanitation fee		
Single family lot	\$481	per unit
Multi-family, non-residential	\$396	per unit

Admin., Public Facilities, Misc.		
Undergrounding administration fee	1.50%	of UG fees
Street administration fee	1.50%	of street fees
Administration fee	1.50%	of fees
Fire Department Fee (Growth Areas)		
Outside Core Area	\$2,347	per unit
Core Area	\$0	
Police Department Fee		
Growth Areas	\$1,134	per unit
Core Area	\$0	
Special Area Annexation Fee		
	\$0	per gross acre
Loma Vista Community Centers		
Master Plan Zone District Program Fee	\$1,591	per net acre
Library Facilities Impact Fee****		
Single family lot	\$760	per unit
Multi-family, assisted living/group homes	\$621	per unit

Utility Undergrounding		
Utility Undergrounding fee		
Underground Area 1	\$8,692	per gross acre
RT Park Phase 1, 2	\$2,894	per gross acre
Underground Area 2	\$0	per gross acre
Underground Area 3	\$8,268	per gross acre
Underground Area 4	\$7,960	per gross acre
Underground Area 5	\$0	per gross acre

Neighborhood Park Deposit		
Neighborhood Park Deposit		
Street Area 4 (Loma Vista Specific Plan)	\$5,395	per unit

**CITY OF CLOVIS
MASTER DEVELOPMENT FEE SCHEDULE
FULL IMPLEMENTATION**

AGENDA ITEM NO. 21.

Street Fees

Area 1	Basis of Charge	Outside Travel Lane	Center Travel Lane	Traffic Signals	Bridges	Quadrant Intersections	Total
SFR - Rural (0 - 0.5)	per unit	\$8,622	\$2,044	\$802	\$68	\$74	\$11,610
SFR - Very Low Density (0.6 - 2)	per unit	\$8,621	\$2,044	\$801	\$69	\$74	\$11,609
SFR - Low Density (2.1 - 4)	per unit	\$8,621	\$2,044	\$801	\$69	\$74	\$11,609
SFR - Medium Density (4.1 - 7)	per unit	\$8,621	\$2,044	\$801	\$69	\$74	\$11,609
MFR - Medium High Density (7.1 - 15)	per unit	\$5,173	\$1,226	\$481	\$41	\$40	\$6,961
MFR - High (15.1 - 25)	per unit	\$5,173	\$1,226	\$481	\$41	\$40	\$6,961
MFR - Very High (25.1 - 43)	per unit	\$5,173	\$1,226	\$481	\$41	\$40	\$6,961
Retail	per 1000 bldg sf	\$13,607	\$3,226	\$1,264	\$108	\$105	\$18,310
Office, Public Facilities	per 1000 bldg sf	\$6,205	\$1,471	\$576	\$49	\$48	\$8,349
Industrial, Assisted Living	per 1000 bldg sf	\$1,669	\$396	\$155	\$13	\$13	\$2,246
Schools	per 1000 bldg sf	\$10,885	\$2,581	\$1,011	\$87	\$84	\$14,648
Churches	per 1000 bldg sf	\$6,205	\$1,471	\$576	\$49	\$48	\$8,349
Mini Storage	per gross acre	\$21,810	\$5,175	\$2,026	\$178	\$170	\$29,359

Area 1 RT Park Phase 1, 2	Basis of Charge	Outside Travel Lane	Center Travel Lane	Traffic Signals	Bridges	Quadrant Intersections	Total
Industrial	per 1000 bldg sf	\$1,400	\$225	\$129	\$0	\$13	\$1,767
Office	per 1000 bldg sf	\$5,205	\$835	\$481	\$0	\$48	\$6,569

Area 2	Basis of Charge	Outside Travel Lane	Center Travel Lane	Traffic Signals	Bridges	Quadrant Intersections	Total
SFR - Rural (0 - 0.5)	per unit	\$412	\$0	\$105	\$0	\$74	\$591
SFR - Very Low Density (0.6 - 2)	per unit	\$412	\$0	\$106	\$0	\$74	\$592
SFR - Low Density (2.1 - 4)	per unit	\$412	\$0	\$106	\$0	\$74	\$592
SFR - Medium Density (4.1 - 7)	per unit	\$412	\$0	\$106	\$0	\$74	\$592
MFR - Medium High Density (7.1 - 15)	per unit	\$248	\$0	\$63	\$0	\$40	\$351
MFR - High (15.1 - 25)	per unit	\$248	\$0	\$63	\$0	\$40	\$351
MFR - Very High (25.1 - 43)	per unit	\$248	\$0	\$63	\$0	\$40	\$351
Retail	per 1000 bldg sf	\$649	\$0	\$166	\$0	\$105	\$920
Office, Public Facilities	per 1000 bldg sf	\$296	\$0	\$76	\$0	\$48	\$420
Industrial, Assisted Living	per 1000 bldg sf	\$79	\$0	\$21	\$0	\$13	\$113
Schools	per 1000 bldg sf	\$520	\$0	\$133	\$0	\$84	\$737
Churches	per 1000 bldg sf	\$296	\$0	\$76	\$0	\$48	\$420
Mini Storage	per gross acre	\$1,040	\$0	\$270	\$0	\$170	\$1,480

**CITY OF CLOVIS
MASTER DEVELOPMENT FEE SCHEDULE
FULL IMPLEMENTATION**

AGENDA ITEM NO. 21.

Street Fees

Area 3	Basis of Charge	Outside Travel Lane	Center Travel Lane	Traffic Signals	Bridges	Quadrant Intersections	Total
SFR - Rural (0 - 0.5)	per unit	\$76	\$0	\$37	\$0	\$74	\$187
SFR - Very Low Density (0.6 - 2)	per unit	\$77	\$0	\$38	\$0	\$74	\$189
SFR - Low Density (2.1 - 4)	per unit	\$77	\$0	\$38	\$0	\$74	\$189
SFR - Medium Density (4.1 - 7)	per unit	\$77	\$0	\$38	\$0	\$74	\$189
MFR - Medium High Density (7.1 - 15)	per unit	\$47	\$0	\$23	\$0	\$40	\$110
MFR - High (15.1 - 25)	per unit	\$47	\$0	\$23	\$0	\$40	\$110
MFR - Very High (25.1 - 43)	per unit	\$47	\$0	\$23	\$0	\$40	\$110
Retail	per 1000 bldg sf	\$122	\$0	\$60	\$0	\$105	\$287
Office, Public Facilities	per 1000 bldg sf	\$55	\$0	\$27	\$0	\$48	\$130
Industrial, Assisted Living	per 1000 bldg sf	\$15	\$0	\$7	\$0	\$13	\$35
Schools	per 1000 bldg sf	\$99	\$0	\$48	\$0	\$84	\$231
Churches	per 1000 bldg sf	\$55	\$0	\$27	\$0	\$48	\$130
Mini Storage	per gross acre	\$200	\$0	\$100	\$0	\$170	\$470

Area 4	Basis of Charge	Outside Travel Lane	Center Travel Lane	Traffic Signals	Bridges	Quadrant Intersections	Total
SFR - Rural (0 - 0.5)	per unit	\$6,524	\$2,400	\$530	\$608	\$74	\$10,136
SFR - Very Low Density (0.6 - 2)	per unit	\$6,524	\$2,400	\$531	\$607	\$74	\$10,136
SFR - Low Density (2.1 - 4)	per unit	\$6,524	\$2,400	\$531	\$607	\$74	\$10,136
SFR - Medium Density (4.1 - 7)	per unit	\$6,524	\$2,400	\$531	\$607	\$74	\$10,136
MFR - Medium High Density (7.1 - 15)	per unit	\$3,914	\$1,440	\$318	\$364	\$40	\$6,076
MFR - High (15.1 - 25)	per unit	\$3,914	\$1,440	\$318	\$364	\$40	\$6,076
MFR - Very High (25.1 - 43)	per unit	\$3,914	\$1,440	\$318	\$364	\$40	\$6,076
Retail	per 1000 bldg sf	\$10,297	\$3,788	\$837	\$959	\$105	\$15,986
Office, Public Facilities	per 1000 bldg sf	\$4,695	\$1,727	\$382	\$437	\$48	\$7,289
Industrial, Assisted Living	per 1000 bldg sf	\$1,263	\$465	\$103	\$118	\$13	\$1,962
Schools	per 1000 bldg sf	\$8,237	\$3,030	\$670	\$767	\$84	\$12,788
Churches	per 1000 bldg sf	\$4,695	\$1,727	\$382	\$437	\$48	\$7,289
Mini Storage	per gross acre	\$16,505	\$6,077	\$1,346	\$1,542	\$170	\$25,640

Area 5	Basis of Charge	Outside Travel Lane	Center Travel Lane	Traffic Signals	Bridges	Quadrant Intersections	Total
SFR - Rural (0 - 0.5)	per unit	\$3,294	\$1,710	\$362	\$204	\$74	\$5,644
SFR - Very Low Density (0.6 - 2)	per unit	\$3,293	\$1,710	\$362	\$205	\$74	\$5,644
SFR - Low Density (2.1 - 4)	per unit	\$3,294	\$1,710	\$362	\$205	\$74	\$5,645
SFR - Medium Density (4.1 - 7)	per unit	\$3,293	\$1,710	\$362	\$205	\$74	\$5,644
MFR - Medium High Density (7.1 - 15)	per unit	\$1,976	\$1,026	\$217	\$123	\$40	\$3,382
MFR - High (15.1 - 25)	per unit	\$1,976	\$1,026	\$217	\$123	\$40	\$3,382
MFR - Very High (25.1 - 43)	per unit	\$1,976	\$1,026	\$217	\$123	\$40	\$3,382
Retail	per 1000 bldg sf	\$5,198	\$2,699	\$572	\$323	\$105	\$8,897
Office, Public Facilities	per 1000 bldg sf	\$2,370	\$1,231	\$261	\$147	\$48	\$4,057
Industrial	per 1000 bldg sf	\$638	\$331	\$70	\$40	\$13	\$1,092
Schools	per 1000 bldg sf	\$4,158	\$2,159	\$458	\$258	\$84	\$7,117
Churches	per 1000 bldg sf	\$2,370	\$1,231	\$261	\$147	\$48	\$4,057
Mini Storage	per gross acre	\$8,337	\$4,326	\$915	\$523	\$170	\$14,271

**CITY OF CLOVIS
MASTER DEVELOPMENT FEE SCHEDULE
FULL IMPLEMENTATION**

AGENDA ITEM NO. 21.

Sewer Oversize/Overdepth Reimbursement Rates	
<i>Sewer oversize mains</i>	
10"	\$9.00 per linear foot
12"	\$21.95 per linear foot
15"	\$47.95 per linear foot
18"	\$78.35 per linear foot
21"	\$117.45 per linear foot
<i>Sewer overdepth mains:</i>	
<u>8' to 12' in depth</u>	
8" main	\$8.60 per linear foot
10" main	\$11.05 per linear foot
12" main	\$10.90 per linear foot
15" main	\$14.75 per linear foot
18" main	\$17.05 per linear foot
21" main	\$20.45 per linear foot
<u>12' to 16' in depth</u>	
8" main	\$19.15 per linear foot
10" main	\$21.50 per linear foot
12" main	\$21.70 per linear foot
15" main	\$28.35 per linear foot
18" main	\$41.45 per linear foot
21" main	\$43.50 per linear foot
<u>Greater than 16' in depth</u>	
8" main	\$25.35 per linear foot
10" main	\$28.00 per linear foot
12" main	\$28.35 per linear foot
15" main	\$42.25 per linear foot
18" main	\$51.55 per linear foot
21" main	\$57.00 per linear foot

Water Oversize Reimbursement Rates	
<i>Water oversize mains:</i>	
12" main	\$45.45 per linear foot
14" main	\$75.30 per linear foot
16" main	\$114.05 per linear foot
18" main	\$148.00 per linear foot
20" main	\$177.80 per linear foot
24" main	\$293.60 per linear foot
<i>Water oversize valves:</i>	
12" valve	\$1,063.00 each
14" valve	\$3,185.00 each
16" valve	\$4,087.00 each
18" valve	\$4,717.00 each
20" valve	\$7,532.00 each
24" valve	\$10,020.00 each

WATER SUPPLY FEE

FY 2022-23

Land Use	Water Supply Fee *Outside FID (\$/gross acre)	Water Supply Fee Inside FID (\$/gross acre)
Rural Residential <i>(1 DU/2 AC)</i>	16,100	11,320
Very Low Density Residential <i>(0.6 – 2.0 DU/AC)</i>	16,100	11,320
Low Density Residential <i>(2.1 – 4.0 DU/AC)</i>	13,880	9,100
Medium Density Residential <i>(4.1 – 7.0 DU/AC)</i>	12,210	7,440
Medium High Density Residential <i>(7.1 – 15.0 DU/AC)</i>	18,320	13,540
High Density Residential <i>(15.1 – 25.0 DU/AC)</i>	26,090	21,310
Very High Density Residential <i>(25.1 – 43.0 DU/AC)</i>	40,520	35,740
Mixed Use Village	27,750	22,980
Mixed Use/Business Campus	27,750	22,980
Office	14,990	10,210
Industrial	5,550	780
Neighborhood Commercial	16,100	11,320
General Commercial	16,100	11,320
Open Space	8,330	3,550
Public Facilities	7,770	3,000
Parks	16,650	11,880
Schools	15,540	10,770

FULL IMPLEMENTATION

Single-Family Fee Calculation Scenarios
2022-2023 Proposed Fee rates

		4 DU/AC (SFR) - 40 acre development			6.5 DU/AC (SFR) - 40 acre development			7.5 DU/AC (SFR) - 40 acre development			14.5 DU/AC (SFR) - 40 acre development			15.5 DU/AC (SFR) - 40 acre development		
		Existing Fees	Proposed Fees	Difference	Existing Fees	Proposed Fees	Difference	Existing Fees	Proposed Fees	Difference	Existing Fees	Proposed Fees	Difference	Existing Fees	Proposed Fees	Difference
Area 1	Total	\$6,183,734	\$8,372,219	\$2,188,485	\$8,753,480	\$11,763,706	\$3,010,226	\$9,141,100	\$12,122,872	\$2,981,773	\$15,971,158	\$21,098,102	\$5,126,945	\$17,253,561	\$22,681,603	\$5,428,041
	Per Unit	\$38,648	\$52,326	\$13,678	\$33,667	\$45,245	\$11,578	\$30,470	\$40,410	\$9,939	\$27,536	\$36,376	\$8,840	\$27,828	\$36,583	\$8,755
	% Change			35.4%			34.4%			32.6%			32.1%			31.5%
Area 2	Total	\$4,937,476	\$6,583,058	\$1,645,581	\$6,728,311	\$8,856,320	\$2,128,009	\$7,739,182	\$10,110,127	\$2,370,946	\$13,260,783	\$17,206,795	\$3,946,012	\$14,356,264	\$18,521,930	\$4,165,666
	Per Unit	\$30,859	\$41,144	\$10,285	\$25,878	\$34,063	\$8,185	\$25,797	\$33,700	\$7,903	\$22,863	\$29,667	\$6,803	\$23,155	\$29,874	\$6,719
	% Change			33.3%			31.6%			30.6%			29.8%			29.0%
Area 3	Total	\$4,574,959	\$6,164,715	\$1,589,756	\$6,324,889	\$8,397,073	\$2,072,184	\$7,368,727	\$9,683,848	\$2,315,121	\$12,821,836	\$16,712,023	\$3,890,187	\$13,907,533	\$18,017,373	\$4,109,841
	Per Unit	\$28,593	\$38,529	\$9,936	\$24,327	\$32,296	\$7,970	\$24,562	\$32,279	\$7,717	\$22,107	\$28,814	\$6,707	\$22,432	\$29,060	\$6,629
	% Change			34.7%			32.8%			31.4%			30.3%			29.6%
Area 4	Total	\$6,241,792	\$8,115,789	\$1,873,997	\$8,829,808	\$11,357,767	\$2,527,959	\$9,202,507	\$11,836,176	\$2,633,668	\$16,062,975	\$20,559,888	\$4,496,914	\$17,349,722	\$22,107,458	\$4,757,735
	Per Unit	\$39,011	\$50,724	\$11,712	\$33,961	\$43,684	\$9,723	\$30,675	\$39,454	\$8,779	\$27,695	\$35,448	\$7,753	\$27,983	\$35,657	\$7,674
	% Change			30.0%			28.6%			28.6%			28.0%			27.4%
Area 5	Total	\$5,552,242	\$7,373,946	\$1,821,704	\$7,718,058	\$10,159,823	\$2,441,765	\$8,428,631	\$11,003,348	\$2,574,717	\$14,580,303	\$18,961,426	\$4,381,123	\$15,765,795	\$20,399,619	\$4,633,824
	Per Unit	\$34,702	\$46,087	\$11,386	\$29,685	\$39,076	\$9,391	\$28,095	\$36,678	\$8,582	\$25,138	\$32,692	\$7,554	\$25,429	\$32,903	\$7,474
	% Change			32.8%			31.6%			30.5%			30.0%			29.4%
Area 6	Total		\$8,489,796			\$12,175,065			\$12,298,894			\$21,767,779			\$23,421,801	
	Per Unit		\$53,061			\$46,827			\$40,996			\$37,531			\$37,777	
	% Change			NEW			NEW			NEW			NEW			NEW

Note: Water Supply Fee (Base Rate) will increase the development cost by \$191,000.00 for Areas 1 through 6, as well as for all 40 acre residential developments.

FULL IMPLEMENTATION

AGENDA ITEM NO. 21.

Multi-Family Fee Calculation Scenarios 2022-2023 Proposed Fee rates

		7.5 DU/AC (MFR) - 40 acre development			14.5 DU/AC (MFR) - 40 acre development			15.5 DU/AC (MFR) - 40 acre development			20 DU/AC (MFR) - 40 acre development		
		Existing Fees	Proposed Fees	Difference	Existing Fees	Proposed Fees	Difference	Existing Fees	Proposed Fees	Difference	Existing Fees	Proposed Fees	Difference
Area 1	Total	\$8,580,211	\$11,456,017	\$2,875,807	\$14,886,772	\$19,808,849	\$4,922,077	\$16,094,391	\$21,303,436	\$5,209,045	\$20,013,826	\$26,460,391	\$6,446,565
	Per Unit	\$28,601	\$38,187	\$9,586	\$25,667	\$34,153	\$8,486	\$25,959	\$34,360	\$8,402	\$25,017	\$33,075	\$8,058
	% Change	33.5%			33.1%			32.4%			32.2%		
Area 2	Total	\$7,178,293	\$9,443,272	\$2,264,980	\$12,176,398	\$15,917,542	\$3,741,145	\$13,197,093	\$17,143,763	\$3,946,669	\$16,275,378	\$21,093,071	\$4,817,693
	Per Unit	\$23,928	\$31,478	\$7,550	\$20,994	\$27,444	\$6,450	\$21,286	\$27,651	\$6,366	\$20,344	\$26,366	\$6,022
	% Change	31.6%			30.7%			29.9%			29.6%		
Area 3	Total	\$6,807,838	\$9,016,993	\$2,209,155	\$11,737,451	\$15,422,770	\$3,685,320	\$12,748,362	\$16,639,206	\$3,890,844	\$15,782,615	\$20,544,484	\$4,761,868
	Per Unit	\$22,693	\$30,057	\$7,364	\$20,237	\$26,591	\$6,354	\$20,562	\$26,837	\$6,276	\$19,728	\$25,681	\$5,952
	% Change	32.5%			31.4%			30.5%			30.2%		
Area 4	Total	\$8,641,618	\$11,169,321	\$2,527,702	\$14,978,589	\$19,270,635	\$4,292,046	\$16,190,552	\$20,729,291	\$4,538,739	\$20,129,536	\$25,724,557	\$5,595,021
	Per Unit	\$28,805	\$37,231	\$8,426	\$25,825	\$33,225	\$7,400	\$26,114	\$33,434	\$7,321	\$25,162	\$32,156	\$6,994
	% Change	29.3%			28.7%			28.0%			27.8%		
Area 5	Total	\$7,867,742	\$10,336,493	\$2,468,751	\$13,495,918	\$17,672,173	\$4,176,255	\$14,606,624	\$19,021,452	\$4,414,828	\$18,089,954	\$23,524,524	\$5,434,570
	Per Unit	\$26,226	\$34,455	\$8,229	\$23,269	\$30,469	\$7,200	\$23,559	\$30,680	\$7,121	\$22,612	\$29,406	\$6,793
	% Change	31.4%			30.9%			30.2%			30.0%		
Area 6	Total		\$11,632,039			\$20,478,526			\$22,043,634			\$27,517,940	
	Per Unit		\$38,773			\$35,308			\$35,554			\$34,397	
	% Change	NEW			NEW			NEW			NEW		

Note: Water Supply Fee (Base Rate) will increase the development cost by \$191,000.00 for Areas 1 through 6, as well as for all 40 acre residential developments.

FULL IMPLEMENTATION

Non-Residential Fee Calculation Scenarios
2022-2023 Proposed Fee rates

		Retail (1 acre site)			Industrial (1 acre site)			Office (1 acre site)		
		Existing Fees	Proposed Fees	Difference	Existing Fees	Proposed Fees	Difference	Existing Fees	Proposed Fees	Difference
Area 1	Total	\$244,332	\$340,487	\$96,155	\$107,793	\$150,183	\$42,391	\$179,744	\$250,024	\$70,280
	% Change			39.4%			39.3%			39.1%
Area 2	Total	\$137,203	\$186,713	\$49,510	\$88,069	\$121,891	\$33,822	\$130,897	\$179,911	\$49,014
	% Change			36.1%			38.4%			37.4%
Area 3 (Core)	Total	\$124,179	\$172,293	\$48,114	\$79,608	\$112,034	\$32,427	\$120,906	\$168,524	\$47,618
	% Change			38.7%			40.7%			39.4%
Area 4	Total	\$247,520	\$319,506	\$71,986	\$108,964	\$145,986	\$37,022	\$181,588	\$240,221	\$58,633
	% Change			29.1%			34.0%			32.3%
Area 5	Total	\$189,204	\$256,508	\$67,304	\$97,939	\$134,134	\$36,195	\$154,796	\$211,329	\$56,533
	% Change			35.6%			37.0%			36.5%
Area 6	Total		\$372,085			\$148,802			\$259,639	
	% Change			NEW			NEW			NEW

Note: Water Supply Fee (Base Rate) will increase the development cost by \$4,780.00 per Acre for Areas 1 through 6.

**CITY OF CLOVIS
MASTER DEVELOPMENT FEE SCHEDULE
PHASED IMPLEMENTATION**

AGENDA ITEM NO. 21.

Water Major Facilities			
(Units per Acre)			
Residential	2.0 or less	\$9,672	per unit
Residential	2.1 to 2.5	\$9,672	per unit
Residential	2.6 to 3.0	\$9,672	per unit
Residential	3.1 to 3.5	\$9,672	per unit
Residential	3.6 to 4.0	\$9,672	per unit
Residential	4.1 to 4.5	\$9,672	per unit
Residential	4.6 to 5.0	\$8,210	per unit
Residential	5.1 to 5.5	\$6,748	per unit
Residential	5.6 to 6.0	\$6,595	per unit
Residential	6.1 to 6.5	\$6,442	per unit
Residential	6.6 to 7.0	\$6,290	per unit
Residential	7.1 to 7.5	\$6,137	per unit
Residential	7.6 to 8.0	\$5,984	per unit
Residential	8.1 to 8.5	\$5,831	per unit
Residential	8.6 to 9.0	\$5,678	per unit
Residential	9.1 to 9.5	\$5,525	per unit
Residential	9.6 to 10.0	\$5,372	per unit
Residential	10.1 to 10.5	\$5,219	per unit
Residential	10.6 to 11.0	\$5,061	per unit
Residential	11.1 to 11.5	\$5,001	per unit
Residential	11.6 to 12.0	\$4,940	per unit
Residential	12.1 to 12.5	\$4,879	per unit
Residential	12.6 to 13.0	\$4,818	per unit
Residential	13.1 to 13.5	\$4,757	per unit
Residential	13.6 to 14.0	\$4,696	per unit
Residential	14.1 to 14.5	\$4,635	per unit
Residential	14.6 to 15.0	\$4,574	per unit
Residential	15.1 to 15.5	\$4,513	5543
Residential	15.6 to 16.0	\$4,452	per unit
Residential	16.1 to 16.5	\$4,392	per unit
Residential	16.6 to 17.0	\$4,330	per unit
Residential	17.1 to 17.5	\$4,269	per unit
Residential	17.6 to 18.0	\$4,208	per unit
Residential	18.1 to 18.5	\$4,148	per unit
Residential	18.6 to 19.0	\$4,087	per unit
Residential	19.1 to 19.5	\$4,026	per unit
Residential	19.6 to 20.0	\$3,965	per unit
Commercial Retail		\$4.84	per bldg sf
Professional Office		\$4.84	per bldg sf
Industrial		\$1.30	per bldg sf
Schools		\$10,122	per gross acre
Public Facilities		\$2.62	per bldg sf
Assisted Living		\$4.58	per bldg sf

Water			
Water oversize			
All Areas except RT Ph 1,2		\$2,388	per gross acre
RT Park Phase 1, 2		\$258	per gross acre
Water front footage			
All Areas except RT Ph 1,2		\$41.05	per linear foot
RT Park Phase 1, 2		\$0	
Non-Potable Water System		\$2,912	per gross acre

Water Service			
Water meter:			
3/4"		\$341	each
1"		\$424	each
1 1/2" (residential only)		\$712	each
2" (residential only)		\$906	each
1 1/2" (landscape)		\$912	each
2" (landscape)		\$1,039	each
3" (landscape)		\$1,470	each
4" (landscape)		\$2,425	each
6" (landscape)		\$4,382	each
1 1/2" (MFR & Non-res)		\$1,227	each
2" (MFR & Non-res)		\$1,391	each
3" (MFR & Non-res)		\$1,919	each
4" (MFR & Non-res)		\$2,993	each
6" (MFR & Non-res)		\$5,220	each
Transceiver Fee		\$145	each
Water service w/meter:			
3/4"		\$6,452	each
1"		\$6,536	each
1 1/2"		\$7,472	each
2"		\$8,107	each

Attachment C of Attachment 1

**CITY OF CLOVIS
MASTER DEVELOPMENT FEE SCHEDULE
PHASED IMPLEMENTATION**

AGENDA ITEM NO. 21.

Sewer		
Sewer Major Facilities		
Single Family Residential	\$9,228	per unit
Multi-Family Residential	\$7,475	per unit
Commercial Retail	\$5.54	per bldg sf
Professional Office	\$4.71	per bldg sf
Industrial	\$2.59	per bldg sf
Assisted Living	\$9,228	per EDU
*Other	\$9,228	per EDU
All Projects in Core Area (Page 7)	\$0	
Sewer oversize		
All Areas except RT Ph 1,2	\$1,254	per gross acre
RT Park Phase 1, 2	\$0	
Sewer front footage		
All Areas except RT Ph 1,2	\$31.15	per linear foot
RT Park Phase 1, 2	\$0	
Sewer house branch connection		
4" lateral	\$136.00	per linear foot
6" lateral	\$138.00	per linear foot

*Other includes hospitals, churches, hotels, motels, schools

Parks		
Park Acquisition and Development:		
All Residential	\$5,354	per unit
Retail	\$0.68	per bldg. sf.
Office	\$1.48	per bldg. sf.
Industrial	\$0.48	per bldg. sf.
All projects in core area (Page 7)	\$0	

Refuse		
Community sanitation fee		
Single family lot	\$481	per unit
Multi-family, non-residential	\$396	per unit

Admin., Public Facilities, Misc.		
Undergrounding administration fee	1.50%	of UG fees
Street administration fee	1.50%	of street fees
Administration fee	1.50%	of fees
Fire Department Fee (Growth Areas)		
Outside Core Area	\$2,347	per unit
Core Area	\$0	
Police Department Fee		
Growth Areas	\$1,134	per unit
Core Area	\$0	
Special Area Annexation Fee		
	\$0	per gross acre
Loma Vista Community Centers		
Master Plan Zone District Program Fee	\$1,591	per net acre
Library Facilities Impact Fee****		
Single family lot	\$760	per unit
Multi-family, assisted living/group homes	\$621	per unit

Utility Undergrounding		
Utility Undergrounding fee		
Underground Area 1	\$8,692	per gross acre
RT Park Phase 1, 2	\$2,894	per gross acre
Underground Area 2	\$0	per gross acre
Underground Area 3	\$8,268	per gross acre
Underground Area 4	\$7,960	per gross acre
Underground Area 5	\$0	per gross acre

Neighborhood Park Deposit		
Neighborhood Park Deposit		
Street Area 4 (Loma Vista Specific Plan)	\$5,395	per unit

**CITY OF CLOVIS
MASTER DEVELOPMENT FEE SCHEDULE
PHASED IMPLEMENTATION**

AGENDA ITEM NO. 21.

Street Fees

Area 1	Basis of Charge	Outside Travel Lane	Center Travel Lane	Traffic Signals	Bridges	Quadrant Intersections	Total
SFR - Rural (0 - 0.5)	per unit	\$7,047	\$1,969	\$780	\$68	\$71	\$9,935
SFR - Very Low Density (0.6 - 2)	per unit	\$7,047	\$1,969	\$779	\$69	\$71	\$9,935
SFR - Low Density (2.1 - 4)	per unit	\$7,047	\$1,969	\$779	\$69	\$68	\$9,932
SFR - Medium Density (4.1 - 7)	per unit	\$7,047	\$1,969	\$779	\$69	\$68	\$9,932
MFR - Medium High Density (7.1 - 15)	per unit	\$4,228	\$1,181	\$468	\$41	\$39	\$5,957
MFR - High (15.1 - 25)	per unit	\$4,228	\$1,181	\$468	\$41	\$39	\$5,957
MFR - Very High (25.1 - 43)	per unit	\$4,228	\$1,181	\$468	\$41	\$39	\$5,957
Retail	per 1000 bldg sf	\$11,123	\$3,108	\$1,230	\$108	\$101	\$15,669
Office, Public Facilities	per 1000 bldg sf	\$5,072	\$1,417	\$561	\$49	\$46	\$7,145
Industrial, Assisted Living	per 1000 bldg sf	\$1,365	\$381	\$152	\$13	\$12	\$1,922
Schools	per 1000 bldg sf	\$8,898	\$2,486	\$985	\$87	\$80	\$12,535
Churches	per 1000 bldg sf	\$5,072	\$1,417	\$561	\$49	\$46	\$7,145
Mini Storage	per gross acre	\$17,831	\$4,982	\$1,975	\$178	\$164	\$25,128

Area 1 RT Park Phase 1, 2	Basis of Charge	Outside Travel Lane	Center Travel Lane	Traffic Signals	Bridges	Quadrant Intersections	Total
Industrial	per 1000 bldg sf	\$1,131	\$220	\$129	\$0	\$12	\$1,492
Office	per 1000 bldg sf	\$4,206	\$814	\$481	\$0	\$46	\$5,547

Area 2	Basis of Charge	Outside Travel Lane	Center Travel Lane	Traffic Signals	Bridges	Quadrant Intersections	Total
SFR - Rural (0 - 0.5)	per unit	\$412	\$0	\$105	\$0	\$71	\$588
SFR - Very Low Density (0.6 - 2)	per unit	\$412	\$0	\$106	\$0	\$71	\$589
SFR - Low Density (2.1 - 4)	per unit	\$412	\$0	\$106	\$0	\$68	\$586
SFR - Medium Density (4.1 - 7)	per unit	\$412	\$0	\$106	\$0	\$68	\$586
MFR - Medium High Density (7.1 - 15)	per unit	\$248	\$0	\$63	\$0	\$39	\$350
MFR - High (15.1 - 25)	per unit	\$248	\$0	\$63	\$0	\$39	\$350
MFR - Very High (25.1 - 43)	per unit	\$248	\$0	\$63	\$0	\$39	\$350
Retail	per 1000 bldg sf	\$649	\$0	\$166	\$0	\$101	\$916
Office, Public Facilities	per 1000 bldg sf	\$296	\$0	\$76	\$0	\$46	\$418
Industrial, Assisted Living	per 1000 bldg sf	\$79	\$0	\$21	\$0	\$12	\$112
Schools	per 1000 bldg sf	\$520	\$0	\$133	\$0	\$80	\$733
Churches	per 1000 bldg sf	\$296	\$0	\$76	\$0	\$46	\$418
Mini Storage	per gross acre	\$1,040	\$0	\$270	\$0	\$164	\$1,474

**CITY OF CLOVIS
MASTER DEVELOPMENT FEE SCHEDULE
PHASED IMPLEMENTATION**

AGENDA ITEM NO. 21.

Street Fees

Area 3	Basis of Charge	Outside Travel Lane	Center Travel Lane	Traffic Signals	Bridges	Quadrant Intersections	Total
SFR - Rural (0 - 0.5)	per unit	\$76	\$0	\$37	\$0	\$71	\$184
SFR - Very Low Density (0.6 - 2)	per unit	\$77	\$0	\$38	\$0	\$71	\$186
SFR - Low Density (2.1 - 4)	per unit	\$77	\$0	\$38	\$0	\$68	\$183
SFR - Medium Density (4.1 - 7)	per unit	\$77	\$0	\$38	\$0	\$68	\$183
MFR - Medium High Density (7.1 - 15)	per unit	\$47	\$0	\$23	\$0	\$39	\$109
MFR - High (15.1 - 25)	per unit	\$47	\$0	\$23	\$0	\$39	\$109
MFR - Very High (25.1 - 43)	per unit	\$47	\$0	\$23	\$0	\$39	\$109
Retail	per 1000 bldg sf	\$122	\$0	\$60	\$0	\$101	\$283
Office, Public Facilities	per 1000 bldg sf	\$55	\$0	\$27	\$0	\$46	\$128
Industrial, Assisted Living	per 1000 bldg sf	\$15	\$0	\$7	\$0	\$12	\$34
Schools	per 1000 bldg sf	\$99	\$0	\$48	\$0	\$80	\$227
Churches	per 1000 bldg sf	\$55	\$0	\$27	\$0	\$46	\$128
Mini Storage	per gross acre	\$200	\$0	\$100	\$0	\$164	\$464

Area 4	Basis of Charge	Outside Travel Lane	Center Travel Lane	Traffic Signals	Bridges	Quadrant Intersections	Total
SFR - Rural (0 - 0.5)	per unit	\$5,773	\$2,376	\$507	\$563	\$71	\$9,289
SFR - Very Low Density (0.6 - 2)	per unit	\$5,773	\$2,376	\$507	\$562	\$71	\$9,288
SFR - Low Density (2.1 - 4)	per unit	\$5,773	\$2,376	\$507	\$562	\$68	\$9,285
SFR - Medium Density (4.1 - 7)	per unit	\$5,773	\$2,376	\$507	\$562	\$68	\$9,285
MFR - Medium High Density (7.1 - 15)	per unit	\$3,464	\$1,425	\$304	\$337	\$39	\$5,568
MFR - High (15.1 - 25)	per unit	\$3,464	\$1,425	\$304	\$337	\$39	\$5,568
MFR - Very High (25.1 - 43)	per unit	\$3,464	\$1,425	\$304	\$337	\$39	\$5,568
Retail	per 1000 bldg sf	\$9,112	\$3,749	\$798	\$887	\$101	\$14,646
Office, Public Facilities	per 1000 bldg sf	\$4,155	\$1,709	\$364	\$405	\$46	\$6,678
Industrial, Assisted Living	per 1000 bldg sf	\$1,118	\$460	\$98	\$110	\$12	\$1,797
Schools	per 1000 bldg sf	\$7,289	\$2,998	\$639	\$710	\$80	\$11,716
Churches	per 1000 bldg sf	\$4,155	\$1,709	\$364	\$405	\$46	\$6,678
Mini Storage	per gross acre	\$14,609	\$6,010	\$1,279	\$1,428	\$164	\$23,488

Area 5	Basis of Charge	Outside Travel Lane	Center Travel Lane	Traffic Signals	Bridges	Quadrant Intersections	Total
SFR - Rural (0 - 0.5)	per unit	\$2,790	\$1,564	\$336	\$203	\$71	\$4,963
SFR - Very Low Density (0.6 - 2)	per unit	\$2,790	\$1,564	\$336	\$203	\$71	\$4,963
SFR - Low Density (2.1 - 4)	per unit	\$2,790	\$1,564	\$336	\$204	\$68	\$4,961
SFR - Medium Density (4.1 - 7)	per unit	\$2,790	\$1,564	\$336	\$203	\$68	\$4,960
MFR - Medium High Density (7.1 - 15)	per unit	\$1,674	\$938	\$202	\$122	\$39	\$2,974
MFR - High (15.1 - 25)	per unit	\$1,674	\$938	\$202	\$122	\$39	\$2,974
MFR - Very High (25.1 - 43)	per unit	\$1,674	\$938	\$202	\$122	\$39	\$2,974
Retail	per 1000 bldg sf	\$4,404	\$2,468	\$532	\$321	\$101	\$7,825
Office, Public Facilities	per 1000 bldg sf	\$2,008	\$1,125	\$243	\$147	\$46	\$3,568
Industrial	per 1000 bldg sf	\$541	\$303	\$65	\$40	\$12	\$960
Schools	per 1000 bldg sf	\$3,523	\$1,974	\$426	\$257	\$80	\$6,259
Churches	per 1000 bldg sf	\$2,008	\$1,125	\$243	\$147	\$46	\$3,568
Mini Storage	per gross acre	\$7,062	\$3,958	\$850	\$515	\$164	\$12,548

**CITY OF CLOVIS
MASTER DEVELOPMENT FEE SCHEDULE
PHASED IMPLEMENTATION**

AGENDA ITEM NO. 21.

Sewer Oversize/Overdepth Reimbursement Rates	
Sewer oversize mains	
10"	\$9.00 per linear foot
12"	\$21.95 per linear foot
15"	\$47.95 per linear foot
18"	\$78.35 per linear foot
21"	\$117.45 per linear foot
Sewer overdepth mains:	
<u>8' to 12' in depth</u>	
8" main	\$8.60 per linear foot
10" main	\$11.05 per linear foot
12" main	\$10.90 per linear foot
15" main	\$14.75 per linear foot
18" main	\$17.05 per linear foot
21" main	\$20.45 per linear foot
<u>12' to 16' in depth</u>	
8" main	\$19.15 per linear foot
10" main	\$21.50 per linear foot
12" main	\$21.70 per linear foot
15" main	\$28.35 per linear foot
18" main	\$41.45 per linear foot
21" main	\$43.50 per linear foot
<u>Greater than 16' in depth</u>	
8" main	\$25.35 per linear foot
10" main	\$28.00 per linear foot
12" main	\$28.35 per linear foot
15" main	\$42.25 per linear foot
18" main	\$51.55 per linear foot
21" main	\$57.00 per linear foot

Water Oversize Reimbursement Rates	
Water oversize mains:	
12" main	\$45.45 per linear foot
14" main	\$75.30 per linear foot
16" main	\$114.05 per linear foot
18" main	\$148.00 per linear foot
20" main	\$177.80 per linear foot
24" main	\$293.60 per linear foot
Water oversize valves:	
12" valve	\$1,063.00 each
14" valve	\$3,185.00 each
16" valve	\$4,087.00 each
18" valve	\$4,717.00 each
20" valve	\$7,532.00 each
24" valve	\$10,020.00 each

WATER SUPPLY FEE

FY 2022-23

Land Use	Water Supply Fee *Outside FID (\$/gross acre)	Water Supply Fee Inside FID (\$/gross acre)
Rural Residential <i>(1 DU/2 AC)</i>	16,100	11,320
Very Low Density Residential <i>(0.6 – 2.0 DU/AC)</i>	16,100	11,320
Low Density Residential <i>(2.1 – 4.0 DU/AC)</i>	13,880	9,100
Medium Density Residential <i>(4.1 – 7.0 DU/AC)</i>	12,210	7,440
Medium High Density Residential <i>(7.1 – 15.0 DU/AC)</i>	18,320	13,540
High Density Residential <i>(15.1 – 25.0 DU/AC)</i>	26,090	21,310
Very High Density Residential <i>(25.1 – 43.0 DU/AC)</i>	40,520	35,740
Mixed Use Village	27,750	22,980
Mixed Use/Business Campus	27,750	22,980
Office	14,990	10,210
Industrial	5,550	780
Neighborhood Commercial	16,100	11,320
General Commercial	16,100	11,320
Open Space	8,330	3,550
Public Facilities	7,770	3,000
Parks	16,650	11,880
Schools	15,540	10,770

PHASED IMPLEMENTATION

Single-Family Fee Calculation Scenarios
 2022-2023 Proposed Fee rates (Phased Option)

		4 DU/AC (SFR) - 40 acre development			6.5 DU/AC (SFR) - 40 acre development			7.5 DU/AC (SFR) - 40 acre development			14.5 DU/AC (SFR) - 40 acre development			15.5 DU/AC (SFR) - 40 acre development		
		Existing Fees	Proposed Fees	Difference	Existing Fees	Proposed Fees	Difference	Existing Fees	Proposed Fees	Difference	Existing Fees	Proposed Fees	Difference	Existing Fees	Proposed Fees	Difference
Area 1	Total	\$6,183,734	\$7,481,150	\$1,297,416	\$8,753,480	\$10,559,368	\$1,805,888	\$9,141,100	\$10,971,649	\$1,830,550	\$15,971,158	\$19,147,435	\$3,176,277	\$17,253,561	\$20,619,407	\$3,365,846
	Per Unit	\$38,648	\$46,757	\$8,109	\$33,667	\$40,613	\$6,946	\$30,470	\$36,572	\$6,102	\$27,536	\$33,013	\$5,476	\$27,828	\$33,257	\$5,429
	% Change			21.0%			20.6%			20.0%			19.9%			19.5%
Area 2	Total	\$4,937,476	\$5,963,360	\$1,025,883	\$6,728,311	\$8,092,958	\$1,364,647	\$7,739,182	\$9,264,318	\$1,525,136	\$13,260,783	\$15,846,594	\$2,585,811	\$14,356,264	\$17,090,922	\$2,734,658
	Per Unit	\$30,859	\$37,271	\$6,412	\$25,878	\$31,127	\$5,249	\$25,797	\$30,881	\$5,084	\$22,863	\$27,322	\$4,458	\$23,155	\$27,566	\$4,411
	% Change			20.8%			20.3%			19.7%			19.5%			19.0%
Area 3	Total	\$4,574,959	\$5,545,017	\$970,058	\$6,324,889	\$7,633,711	\$1,308,822	\$7,368,727	\$8,838,038	\$1,469,311	\$12,821,836	\$15,351,822	\$2,529,986	\$13,907,533	\$16,586,365	\$2,678,833
	Per Unit	\$28,593	\$34,656	\$6,063	\$24,327	\$29,360	\$5,034	\$24,562	\$29,460	\$4,898	\$22,107	\$26,469	\$4,362	\$22,432	\$26,752	\$4,321
	% Change			21.2%			20.7%			19.9%			19.7%			19.3%
Area 4	Total	\$6,241,792	\$7,358,863	\$1,117,071	\$8,829,808	\$10,371,410	\$1,541,602	\$9,202,507	\$10,835,984	\$1,633,477	\$16,062,975	\$18,901,216	\$2,838,241	\$17,349,722	\$20,357,395	\$3,007,672
	Per Unit	\$39,011	\$45,993	\$6,982	\$33,961	\$39,890	\$5,929	\$30,675	\$36,120	\$5,445	\$27,695	\$32,588	\$4,894	\$27,983	\$32,835	\$4,851
	% Change			17.9%			17.5%			17.8%			17.7%			17.3%
Area 5	Total	\$5,552,242	\$6,644,140	\$1,091,899	\$7,718,058	\$9,217,538	\$1,499,480	\$8,428,631	\$10,033,607	\$1,604,976	\$14,580,303	\$17,361,623	\$2,781,320	\$15,765,795	\$18,712,486	\$2,946,691
	Per Unit	\$34,702	\$41,526	\$6,824	\$29,685	\$35,452	\$5,767	\$28,095	\$33,445	\$5,350	\$25,138	\$29,934	\$4,795	\$25,429	\$30,181	\$4,753
	% Change			19.7%			19.4%			19.0%			19.1%			18.7%
Area 6	Total		\$7,870,098			\$11,411,704			\$11,453,084			\$20,407,578			\$21,990,794	
	Per Unit		\$49,188			\$43,891			\$38,177			\$35,185			\$35,469	
	% Change			NEW			NEW			NEW			NEW			NEW

Note: Water Supply Fee (Base Rate) will increase the development cost by \$191,000.00 for Areas 1 through 6, as well as for all 40 acre residential developments.

Attachment D to Attachment 1

PHASED IMPLEMENTATION

Multi-Family Fee Calculation Scenarios 2022-2023 Proposed Fee rates

		7.5 DU/AC (MFR) - 40 acre development			14.5 DU/AC (MFR) - 40 acre development			15.5 DU/AC (MFR) - 40 acre development			20 DU/AC (MFR) - 40 acre development		
		Existing Fees	Proposed Fees	Difference	Existing Fees	Proposed Fees	Difference	Existing Fees	Proposed Fees	Difference	Existing Fees	Proposed Fees	Difference
Area 1	Total	\$8,580,211	\$10,369,653	\$1,789,442	\$14,886,772	\$17,983,575	\$3,096,802	\$16,094,391	\$19,375,281	\$3,280,890	\$20,013,826	\$24,096,192	\$4,082,366
	Per Unit	\$28,601	\$34,566	\$5,965	\$25,667	\$31,006	\$5,339	\$25,959	\$31,250	\$5,292	\$25,017	\$30,120	\$5,103
	% Change	20.9%			20.8%			20.4%			20.4%		
Area 2	Total	\$7,178,293	\$8,662,321	\$1,484,029	\$12,176,398	\$14,682,734	\$2,506,336	\$13,197,093	\$15,846,796	\$2,649,702	\$16,275,378	\$19,543,308	\$3,267,930
	Per Unit	\$23,928	\$28,874	\$4,947	\$20,994	\$25,315	\$4,321	\$21,286	\$25,559	\$4,274	\$20,344	\$24,429	\$4,085
	% Change	20.7%			20.6%			20.1%			20.1%		
Area 3	Total	\$6,807,838	\$8,236,042	\$1,428,204	\$11,737,451	\$14,187,962	\$2,450,511	\$12,748,362	\$15,342,239	\$2,593,877	\$15,782,615	\$18,994,721	\$3,212,105
	Per Unit	\$22,693	\$27,453	\$4,761	\$20,237	\$24,462	\$4,225	\$20,562	\$24,746	\$4,184	\$19,728	\$23,743	\$4,015
	% Change	21.0%			20.9%			20.3%			20.4%		
Area 4	Total	\$8,641,618	\$10,233,988	\$1,592,370	\$14,978,589	\$17,737,356	\$2,758,767	\$16,190,552	\$19,113,269	\$2,922,717	\$20,129,536	\$23,763,110	\$3,633,574
	Per Unit	\$28,805	\$34,113	\$5,308	\$25,825	\$30,582	\$4,757	\$26,114	\$30,828	\$4,714	\$25,162	\$29,704	\$4,542
	% Change	18.4%			18.4%			18.1%			18.1%		
Area 5	Total	\$7,867,742	\$9,431,610	\$1,563,869	\$13,495,918	\$16,197,764	\$2,701,846	\$14,606,624	\$17,468,360	\$2,861,736	\$18,089,954	\$21,644,277	\$3,554,323
	Per Unit	\$26,226	\$31,439	\$5,213	\$23,269	\$27,927	\$4,658	\$23,559	\$28,175	\$4,616	\$22,612	\$27,055	\$4,443
	% Change	19.9%			20.0%			19.6%			19.6%		
Area 6	Total		\$10,851,088			\$19,243,718			\$20,746,667			\$25,968,177	
	Per Unit		\$36,170			\$33,179			\$33,462			\$32,460	
	% Change	NEW			NEW			NEW			NEW		

Note: Water Supply Fee (Base Rate) will increase the development cost by \$191,000.00 for Areas 1 through 6, as well as for all 40 acre residential developments.

PHASED IMPLEMENTATION

Non-Residential Fee Calculation Scenarios
2022-2023 Proposed Fee rates

		Retail (1 acre site)			Industrial (1 acre site)			Office (1 acre site)		
		Existing Fees	Proposed Fees	Difference	Existing Fees	Proposed Fees	Difference	Existing Fees	Proposed Fees	Difference
Area 1	Total	\$244,332	\$299,483	\$55,151	\$107,793	\$135,883	\$28,090	\$179,744	\$222,567	\$42,823
	% Change			22.6%			26.1%			23.8%
Area 2	Total	\$137,203	\$169,027	\$31,824	\$88,069	\$111,875	\$23,806	\$130,897	\$163,083	\$32,186
	% Change			23.2%			27.0%			24.6%
Area 3 (Core)	Total	\$124,179	\$154,607	\$30,428	\$79,608	\$102,018	\$22,410	\$120,906	\$151,696	\$30,790
	% Change			24.5%			28.2%			25.5%
Area 4	Total	\$247,520	\$290,007	\$42,486	\$108,964	\$133,794	\$24,830	\$181,588	\$218,008	\$36,420
	% Change			17.2%			22.8%			20.1%
Area 5	Total	\$189,204	\$229,374	\$40,170	\$97,939	\$122,380	\$24,441	\$154,796	\$190,190	\$35,394
	% Change			21.2%			25.0%			22.9%
Area 6	Total		\$354,399			\$138,786			\$242,811	
	% Change			NEW			NEW			NEW

Note: Water Supply Fee (Base Rate) will increase the development cost by \$4,780.00 per Acre for Areas 1 through 6.

RESOLUTION 22-____**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 \$140 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 Attachment 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-refund able 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 June 20, 2022 by the following vote, to wit.

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

DATED: June 20, 2022

Mayor

City Clerk

INSPECTION FEES 2022-2023				
Fee description	Quantity	Unit	Unit Price	Total Fee
<u>STREET WORK</u>				
PERMIT PROCESSING FEE *	0	LS	\$230.00	\$0.00
DEVELOPER APPLICATION FEE	0	LS	\$140.00	\$0.00
MINIMUM INSPECTION FEE	0	EA	\$420.00	\$0.00
RE-INSPECTION FEE (per occurrence)	0	EA	\$210.00	\$0.00
WORKING IN R-O-W WITHOUT PERMIT	0	DAY	\$500.00	\$0.00
VALLEY GUTTER	0	LF	\$2.80	\$0.00
CURB / CURB AND GUTTER	0	LF	\$1.40	\$0.00
SIDEWALK	0	SF	\$0.70	\$0.00
MISC CONCRETE	0	SF	\$0.70	\$0.00
DRIVE APPROACH	0	SF	\$0.70	\$0.00
A/C PAVEMENT / TRENCH REPAIR	0	SY	\$2.10	\$0.00
TRAFFIC MARKING / SIGNING	0	EA	\$140.00	\$0.00
STREET LIGHTS	0	EA	\$35.00	\$0.00
TRAFFIC CONTROL / LANE CLOSURE	0	EA	\$280.00	\$0.00
TRAFFIC CONTROL / DETOUR	0	EA	\$700.00	\$0.00
<u>SEWER FACILITIES</u>				
SEWER LATERAL	0	EA	\$44.35	\$0.00
SEWER MAIN	0	LF	\$2.80	\$0.00
MANHOLE	0	EA	\$93.00	\$0.00
<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	\$93.00	\$0.00
WATER MAIN / SERVICE LINE	0	LF	\$2.80	\$0.00
WATER METER	0	EA	\$0.00	\$0.00
FIRE HYDRANT	0	EA	\$93.00	\$0.00
BLOW-OFF	0	EA	\$93.00	\$0.00
<u>DRAINAGE FACILITIES</u>				
STORM DRAIN MAIN	0	LF	\$2.80	\$0.00
MANHOLE	0	EA	\$93.00	\$0.00
SIDEWALK DRAINS	0	EA	\$93.00	\$0.00
DRAIN INLETS	0	EA	\$93.00	\$0.00
<u>LANDSCAPE FACILITIES</u>				
PUBLIC LANDSCAPE	0	SF	\$0.12	\$0.00
PUBLIC IRRIGATION (per each component)	0	EA	\$70.00	\$0.00
WELO INSPECTION	0	EA	\$140.00	\$0.00
SUB TOTAL OF FEES				\$0.00
FIBER UTILITY PROCESSING FEE (1-3 hrs.)	0	HR	\$140.00	\$0.00
<i>Credit</i>			\$0.00	\$0.00
<i>Processing Fee Waiver</i>	0		\$173.00	\$0.00
TOTAL FEES				\$0.00

NOTE:

* includes a \$20 Energov Fee

RESOLUTION 22-__**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING
THE 2022 CITY OF CLOVIS PLANNING DIVISION FEE SCHEDULE**

WHEREAS, the City of Clovis Planning Division is proposing an update to the 2021 Planning Division Fee Schedule; and

WHEREAS, the update to the Fee Schedule is based primarily on the Consumer Price Index (CPI) for All Urban Consumers, including utilizing the average of the last five (5) years of the Consumer Price Index (CPI) percentage changes to arrive at a total increase of 2.94%; and

WHEREAS, certain exceptions to the 2.94% increase are included where the fee is based on the hourly rate; and

WHEREAS, the hourly rate is proposed to increase from the current rate of \$119 to \$140; and

WHEREAS, the “per acre, per building permit, per sign, per unit, and per lot” fees are not being proposed to change; and

WHEREAS, new fee categories for SB-9 Tentative and Final Parcel Maps are included to accommodate the implementation of SB-9; and

WHEREAS, the City published a Notice of the City Council Public Hearing for June 20, 2022, to consider the 2022 City of Clovis Planning Division fee schedule in the Business Journal ten days prior to said hearing; and

WHEREAS, on June 20, 2022, 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 2022 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 2022 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 June 20, 2022 by the following vote, to wit.

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

Mayor

City Clerk



CITY of CLOVIS

City of Clovis Planning Division FEE SCHEDULE

AGENDA ITEM NO. 21.

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: August ____, 2022 (Adopted on June ____, 2022 by City Council Resolution 22-__)

ENTITLEMENT	FEE
ABANDONMENT	
Abandonment (Summary)	\$1,028
Abandonment of Right-of-Way	\$1,629
AMENDMENTS	
General Plan Amendment	\$13,063 + \$55/Acre
Ordinance Amendment	\$6,017
ANNEXATION/ REORGANIZATION Does not include LAFCo Fees	
Sphere of Influence Expansion	\$22,766 + \$119/Acre
Annexation/ Reorganization	\$22,766 + \$119/Acre
Agricultural Preserve Annexation (In addition to Annexation Fee)	\$7,221 + \$119/Acre
APPEALS	
Appeal requiring a City Council Hearing	\$1,629
Appeal requiring a Planning Commission Hearing	\$3,084
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	\$1,078
Negative Declaration	\$4,086
Mitigated Negative Declaration	\$5,014
NEPA Compliance	Actual Cost
HOME OCCUPATION PERMIT	
Small Home Occupation Permit	\$140
Large Home Occupation Permit	\$250
MISCELLANEOUS	
Adult Oriented Business Permit	\$7,772
Rear Yard Encroachment Permit	\$220
Staff Research & Document Preparation (Deferment Agreements, Zoning Confirmations, etc)	\$140/hr (1 Hr. Min.)
Determination of Use	\$4,538
Redistribution Fee (Within the commenting period)	\$140
Redistribution Fee (After the commenting period)	\$351
Sidewalk Permit (Contact the Economic Development Department for more information)	\$70
RESIDENTIAL SITE PLAN REVIEW	
Residential Site Plan Review, Single Family Residential, Subdivision	\$4,613 + 60/ Building Permit
Residential Site Plan Review, Single Family Residential Amendments, Individual Lot	\$877
SIGN REVIEW	
Sign Review	\$325 + \$20/Sign
Sign Review (Subdivision)	\$651 + \$20/Sign
Sign Review Amendment	1/2 base fee

SITE PLAN REVIEW		
Site Plan Review, Non-Residential	\$5,741	AGENDA ITEM NO. 21.
Site Plan Review, Non-Residential (Requiring Planning Commission hearing)	\$9,703	+ \$119/Acre
Site Plan Review, 1-4 Multifamily Units	\$4,137	+ \$55/Unit
Site Plan Review, Multifamily Residential 5+ Units	\$5,742	+ \$55/Unit
Site Plan Review, Multifamily Residential (Requiring Planning Commission hearing)	\$9,703	+ \$55/Unit
Site Plan Review, Amendment	1/2 Established Fee	
Site Plan Review, Exterior Amendment/ Amendments to Conditions	\$1,353	
MULTIFAMILY DESIGN REVIEW (Objective Standards)		
Multifamily Residential Design Review (1-4 Multifamily Units)	\$4,137	+ \$55/Unit
Multifamily Residential Design Review (5+ Multifamily Units)	\$5,741	+ \$55/Unit
Multifamily Design Review Amendment	1/2 Established Fee	
SUBDIVISIONS		
Lot Line Adjustment- Minor (Involves one lot line)	\$1,103	
Lot Line Adjustment- Major (Involves multiple lot lines)	\$1,554	
Tentative Parcel Maps	\$6,870	
SB9 - Tentative Parcel Maps	\$6,117	
Final Parcel Maps	\$2,156	+ \$55/Lot or Unit
SB9 - Final Parcel Maps	\$2,081	+ \$55/Lot or Unit
Tentative Tract Map, Planning Commission	\$11,107	+ \$55/Lot or Unit
Tentative Tract Map, Planning Commission & City Council	\$13,514	+ \$55/Lot or Unit
Final Tract Map	\$3,109	+ \$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	\$1,654	
Conditional Use Permit	\$7,697	
Conditional Use Permit, requiring City Council Hearing	\$9,402	
Office & Business Campus PUD	\$10,154	+ \$35/Lot or Unit
Planned Development Permit (Residential and Non-Residential)	\$10,154	+ \$35/Lot or Unit
Conditional Use Permit, Amendment	\$5,942	
Conditional Use Permit, Extension	\$2,507	
Temporary Use Permit	\$476	
VARIANCE		
Single Family Residential	\$4,964	
All Other Variances	\$7,572	
Minor Deviation	\$827	
Minor Adjustment- Signs	\$1,002	
ZONING		
Single Family Rezone/ Prezone	\$13,088	+ \$55/Acre
Rezone/ Prezone other than Single Family & PCC	\$13,088	+ \$55/Acre
Planned Commercial Center (PCC) Rezone/ Prezone	\$14,843	+ \$55/Acre
Planned Commercial Center (PCC) Rezone, Amendments/ Amendments to Conditions	1/2 Base Fee	
Mixed Use Zone	\$14,843	+ \$55/Acre
Master Plan Community Overlay District	\$17,952	+ \$55/Acre
Master Plan Community Overlay District Amendments- Minor Amendment	\$1,353	
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



Building Industry Association
of Fresno/Madera Counties, Inc.

June 13, 2022

Sean Smith
Supervising Civil Engineer
City of Clovis
1033 Fifth Street
Clovis, CA 93612

Subject: Proposed Increases in Development Impact Fees

Dear Mr. Smith:

On behalf of the Building Industry Association of Fresno/Madera Counties (BIA), we take this opportunity to thank you for including BIA members in discussions of the annual review of the City of Clovis' development impact fees. You are proposing increases in all the fees, except the Water Supply Fee, by more than 19% this year and by a similar amount next year plus a CCI adjustment. Once the second installment is implemented, that will raise fees by over 40%. That is unsustainable.

The BIA is opposed to the proposed upward adjustment in development impact fees at the present time by such a large percentage. During the discussion of the fee adjustments, you cited rapidly rising costs for materials, land, and a spike in the most recent CCI as justification for the extreme increases. The BIA believes an increase of 9.9%, which is the CCI from December 2020 to December 2021, would be appropriate at this time.

The BIA disagrees with the assumptions that you have used and will cooperate with you in analyzing the cost elements to determine what more reasonable cost estimates should be used. The increases in the elements you cite we believe are short lived anomalies that are caused by the disruption of manufacturing and distribution caused by the pandemic and other world factors. The BIA believes that these factors will abate in the coming months and will return to a normal economic condition. In addition, there are projects, such as Water Tanks, Sewage Treatment Plant and Fire Stations, that we believe are overestimated at this point in time.

For the City to increase the impact fees by 19% and a greater percentage next year would jeopardize the ability of builders to provide any semblance of an affordable home to any average home buyer. This would make housing in Clovis affordable only to those buyers with income more than twice the Fresno County median income level. For instance, currently some of the lowest priced homes are over \$375,000. The fee increase being proposed would add as much as \$10,000 to the cost of this home and would require an

Attachment 4

420 Bullard Avenue, Suite 105 • Clovis, California 93612
(559) 226-5900 • FAX (559) 324-8237 • www.biafm.org

Sean Smith, Supervising Civil Engineer
June 13, 2022
Page 2

income of about \$115, 000. That is quite a bit for even a two-wage earner family. The result is not in the best interests of the city, new homebuyers, or the homebuilders.

Considering the information presented above, we respectfully request that the city adjust the fees by the CCI-related increase of 9.9% and meet with BIA representatives with the goal of arriving at a mutually acceptable methodology to identify fair and reasonable cost estimates for projects that are supported by the development impact fees.

Sincerely,



Michael Prandini
President & Chief Executive Officer

c: Mike Harrison, City Engineer



May 10, 2022

City of Clovis Mayor, Councilmembers & Staff
1033 Fifth Street
Clovis, CA 93612

Re: 2022 Developer Impact Fee Increase

De Young Properties would like to submit the following comments regarding the upcoming proposed developer impact fee increase for 2022. First, we would like to commend Staff for their comprehensive research, analysis, and reporting. We would also like to thank Staff for their willingness to meet with and listen to the feedback of the development community. This particular fee increase will have a significant impact on new construction in the City of Clovis, and it is important to fully understand these impacts before the path forward is decided on.

Second, the real estate market conditions are becoming increasingly tenuous due to a major rise in home prices and, more recently, interest rates. In fact, first time buyer traffic and sales across our entire industry has dropped nearly 20% year over year because interest rates are nearing 6%. We have personally seen this affect at our most recent Pre-Grand Opening in late April where we lost almost half of all interested prospects due to the fact they no longer qualified because interest rates are rising so high so fast. Housing affordability has significantly eroded away, and we are very concerned increasing developer impact fees to the degree Staff has proposed could decimate the housing industry. Costs across the board have all been going up and in this changing market, builders will no longer be able to increase sales prices. In fact, it is estimated sales prices will recede. Considering City of Clovis developer impact fees are already some of the highest in the area, this make developing in Clovis all the more concerning.

Lastly, Staff has discussed with the development community a number of alternative routes to the full fee increase. De Young Properties would like to strongly recommend the City move forward with the "7.5% CCI" route and defer the rest of the increase to next year. The reason for this recommendation is because the rest of the increase is predominantly due to a sharp rise in the cost of specific materials, which we believe will eventually peak and then decrease. This deferment will allow Staff and the development community more time to monitor these costs and then act appropriately with next year's review of impact fees. To us, the volatility of these costs looks to be temporary, so we feel it would be prudent to take

additional time to monitor before taking action that could have a very negative impact on the housing market in the City of Clovis.

As always, we appreciate your time and attention.

Sincerely,

A handwritten signature in blue ink, appearing to read 'BDY', is written over a horizontal line.

Brandon De Young, Executive Vice President
De Young Properties
559-903-3361
cbd@deyoungproperties.com



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: June 20, 2022

SUBJECT: Receive and File – Update on the State Water Board’s Emergency Resolution to Reduce Water Demand and Improve Water Conservation.

Staff: Paul Armendariz, Assistant Public Utilities Director
Recommendation: Receive and File

ATTACHMENTS: 1. State Water Resources Control Board Resolution No. 2022-0018
 2. Emergency Regulation Frequently Asked Questions

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to receive and file an update on the State Water Resources Control Board (State Water Board) Emergency Resolution to reduce water demand and improve water conservation in response to the Governor’s declared statewide drought.

EXECUTIVE SUMMARY

On March 28, 2022, Governor Newsom issued an Executive Order regarding the statewide drought and asked urban water suppliers to increase water conservation. The Executive Order also included a request for the State Water Board to create emergency regulation text requiring urban water suppliers to implement Level 2 of their water shortage contingency plans (WSCP) and establish a ban on the irrigation of non-functional turf by entities in the commercial, industrial, and institutional (CII) sectors. On May 24, 2022, the State Water Board adopted an Emergency Resolution to Reduce Water Demand and Improve Water Conservation (Attachment 1) per the Governor’s Executive Order.

The City is already operating at Level 2 per the WSCP and has been since the 2015 drought in an effort to continue to conserve water. Level 2 consists of three (3) days per week outdoor watering during the months of April through October, and one (1) day per week from November through March. Staff will continue to enforce the City’s water waste and water conservation ordinance. Staff will also continue public outreach to inform and educate customers of the ongoing drought and of the multiple water conservation tools the City offers, such as rebates for

water-efficient appliances, list of acceptable drought-tolerant plants, and indoor and outdoor water use audits.

Per the State's regulation regarding the ban on irrigation of non-functional turf for CII customers, staff will communicate the State's irrigation restrictions through multiple outreach measures, such as social media and billing inserts and/or direct mailers. Information and education will continue through the duration of the regulation being in effect, which is expected to last for at least one year. The emergency regulation makes violations of the ban an infraction. Any entity that is already authorized to enforce infractions, such as a water supplier or local government, may choose to enforce violations of the regulation. At this time, staff does not propose to fine or penalize CII customers, but instead will communicate and educate on the State-required ban of non-functional turf and the importance of conserving water. City staff will also be decreasing irrigation use on City-owned and maintained non-functional turf areas, like streetside landscaping. Maintaining the health of trees is an important requirement in the State's regulation; therefore, staff will continue to irrigate City-owned trees and will be communicating this requirement to customers.

BACKGROUND

On April 21, May 10, July 8, and October 19, 2021, Governor Newsom issued proclamations that a state of emergency exists statewide due to severe drought conditions and directed state agencies to take immediate action to preserve critical water supplies, mitigate the effects of drought, and ensure the protection of health, safety, and the environment. On March 28, 2022, Governor Newsom signed an Executive Order directing the State Water Board to consider adopting emergency regulations to increase water conservation. On May 24, 2022, the State Water Board adopted an Emergency Resolution to Reduce Water Demand and Improve Water Conservation. The emergency regulation is expected to become effective mid-June and will remain in effect for one year, unless the State Water Board modifies, readopts, or ends it before then.

CII refers to commercial water users, industrial water users, and institutional water users, and includes homeowners' associations (HOAs), common interest developments, community service organizations, and other similar entities, but does not include the residences of these entities' members or separate interests. Non-functional turf means turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events. Non-functional turf does not include sports fields, school fields, and parks. Residential properties are not included in the ban on irrigation of non-functional turf.

FISCAL IMPACT

There is a potential for some loss in revenue and that amount will depend on the actual reduction in water use by residential and CII customers. However, the Water Enterprise Fund is expected to remain stable with sufficient drought reserves. If more restrictive or mandated conservation measures are imposed, staff will evaluate the need to implement the Council-adopted drought rates.

REASON FOR RECOMMENDATION

On March 28, 2022, Governor Newsom signed an Executive Order directing the State Water Board to consider adopting emergency regulations to increase water conservation. On May 24, 2022, the State Water Board adopted said emergency regulations.

ACTIONS FOLLOWING APPROVAL

Staff will continue to follow the State Water Board emergency regulations. Should further restrictions be needed, such as imposing drought rates or fines for non-compliance, staff will seek Council direction prior to implementing.

Prepared by: Paul Armendariz, Assistant Public Utilities Director

Reviewed by: City Manager JA

**STATE WATER RESOURCES CONTROL BOARD
RESOLUTION NO. 2022-0018**

TO ADOPT AN EMERGENCY REGULATION
TO REDUCE WATER DEMAND AND IMPROVE WATER CONSERVATION

WHEREAS:

1. On April 21, May 10, July 8, and October 19, 2021, Governor Newsom issued proclamations that a state of emergency exists statewide due to severe drought conditions and directed state agencies to take immediate action to preserve critical water supplies and mitigate the effects of drought and ensure the protection of health, safety, and the environment.
2. These proclamations urge Californians to reduce their water use.
3. On March 28, 2022, Governor Newsom signed an Executive Order directing the State Water Resources Control Board (State Water Board or Board) to consider adopting emergency regulations to increase water conservation. The Executive Order includes a request that the Board require urban water suppliers to implement Level 2 of their water shortage contingency plans, establish water shortage response actions for urban water suppliers that have not submitted water shortage contingency plans, taking into consideration model actions that the Department of Water Resources, and establish a ban on the irrigation of non-functional turf by entities in the commercial, industrial, and institutional sectors.
4. Many Californians and urban water suppliers have taken bold steps over the years to reduce water use; nevertheless, the severity of the current drought requires additional conservation actions from urban water suppliers, residents, and the commercial, industrial, and institutional sectors.
5. Water conservation is the easiest, most efficient, and most cost-effective way to quickly reduce water demand and extend limited water supplies through this summer and into the next year, providing flexibility for all California communities. Water saved is water available next year, giving water suppliers added flexibility to manage their systems effectively over time. The more water that is conserved now, the less likely it is that a community will experience dire shortages that may require water rationing or other emergency actions.
6. Most Californians use more water outdoors than indoors. In many areas, 50 percent or more of daily water use is for irrigation of lawns and outdoor landscaping irrigation. Outdoor water use is generally discretionary, and many irrigated landscapes would not suffer greatly from receiving a decreased amount of water.

7. The use of potable water to irrigate turf on commercial, industrial, or institutional properties that is not regularly used for human recreational purposes or for civic or community events can be reduced in commercial, industrial, and institutional areas to protect local water resources and enhance water resiliency.
8. Public information and awareness are critical to achieving conservation goals, and the Save Our Water campaign (SaveOurWater.com), run jointly by the Department of Water Resources (DWR) and the Association of California Water Agencies, is an excellent resource for conservation information and messaging that is integral to effective drought response.
9. SaveWater.CA.Gov is an online tool designed to help save water in communities. This website lets anyone easily report water waste from their phone, tablet, or computer by simply selecting the type of water waste they see, typing in the address where the waste is occurring, and clicking send. These reports are filed directly with the State Water Board and relevant local water supplier.
10. Enforcement against water waste is a key tool in conservation programs. When conservation becomes a social norm in a community, the need for enforcement is reduced or eliminated.
11. On March 28, 2022, the Governor suspended the environmental review required by the California Environmental Quality Act to allow State Water Board-adopted drought conservation emergency regulations and other actions to take place quickly to respond to emergency conditions.
12. Water Code section 1058.5 grants the State Water Board the authority to adopt emergency regulations in certain drought years in order to: “prevent the waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion, of water, to promote water recycling or water conservation, to require curtailment of diversions when water is not available under the diverter’s priority of right, or in furtherance of any of the foregoing, to require reporting of diversion or use or the preparation of monitoring reports.”
13. On May 13, 2022, the State Water Board issued public notice that it will consider the adoption of the regulation at the Board’s regularly scheduled May 24, 2022 public meeting, in accordance with applicable State laws and regulations. The State Water Board also distributed for public review and comment a Finding of Emergency that complies with State laws and regulations.
14. The emergency regulation exempts suppliers from enforcing connection moratoria, if their Level 2 demand management actions call for them, because new residential connections are critical to addressing the state’s housing supply shortage. However, the Board recognizes connections for other projects may not be appropriate given the shortage conditions and urges water suppliers to carefully evaluate new development projects for their water use impacts.

15. Disadvantaged communities may require assistance responding to Level 2 conservation requirements, including irrigation restrictions, temporary changes to rate structures, and prohibited water uses. State shortage contingency plans aimed at increasing water conservation, and state and local agencies should look for opportunities to provide assistance in promoting water conservation. This assistance should include but not be limited to translation of regulation text and dissemination of water conservation announcements into languages spoken by at least 10 percent of the people who reside in a water supplier's service area, such as in newspaper advertisements, bill inserts, website homepage, social media, and notices in public libraries.
16. The Board directs staff to consider the following in pursuing any enforcement of section 996, subdivision (e): before imposing monetary penalties, staff shall provide one or more warnings; monetary penalties must be based on an ability to pay determination, consider allowing a payment plan of at least 12 months, and shall not result in a tax lien; and Board enforcement shall not result in shutoff.
17. The Board encourages entities other than Board staff that consider any enforcement of this regulation to apply these same factors identified in resolved paragraph 16. Nothing in the regulation or in the enforcement provisions of the regulation precludes a local agency from exercising its authority to adopt more stringent conservation measures. Moreover, the Water Code does not impose a mandatory penalty for violations of the regulation adopted by this resolution, and local agencies retain their enforcement discretion in enforcing the regulation, to the extent authorized, and may develop their own progressive enforcement practices to encourage conservation.

THEREFORE BE IT RESOLVED THAT:

1. The State Water Board adopts California Code of Regulations, title 23, section 996, as appended to this resolution as an emergency regulation that applies to urban water suppliers, as defined by Water Code section 10617.
2. State Water Board staff shall submit the regulation to the Office of Administrative Law (OAL) for final approval.
3. If, during the approval process, State Water Board staff, the State Water Board, or OAL determines that minor corrections to the language of the regulation or supporting documentation are needed for clarity or consistency, the State Water Board Executive Director or designee may make such changes.

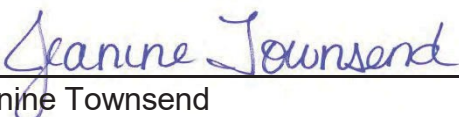
4. This regulation shall remain in effect for one year after filing with the Secretary of State unless the State Water Board determines that it is no longer necessary due to changed conditions or unless the State Water Board renews the regulation due to continued drought conditions, as described in Water Code section 1058.5.
5. The State Water Board directs State Water Board staff to work with the Department of Water Resources and the Save Our Water campaign to disseminate information regarding the emergency regulation.
6. The State Water Board directs staff to, by January 1, 2023, survey urban water suppliers on their experience protecting trees and tree cover during drought, with attention to disadvantaged communities. The survey shall inquire about challenges encountered, strategies used, costs, and successes in protecting trees.
7. Nothing in the regulation or in the enforcement provisions of the regulation precludes a local agency from exercising its authority to adopt more stringent conservation measures. Local agencies are encouraged to develop their own progressive enforcement practices to promote conservation.

CERTIFICATION

The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on May 24, 2022.

AYE: Chair E. Joaquin Esquivel
 Vice Chair Dorene D'Adamo
 Board Member Sean Maguire
 Board Member Laurel Firestone

 NAY: None
 ABSENT: Board Member Nichole Morgan
 ABSTAIN: None



 Jeanine Townsend
 Clerk to the Board

ADOPTED EMERGENCY REGULATION TEXT

Version: May 24, 2022

Title 23. Waters

Division 3. State Water Resources Control Board and Regional Water Quality Control Boards

Chapter 3.5. Urban Water Use Efficiency and Conservation

Article 2. Prevention of Drought Wasteful Water Uses

§ 996. Urban Drought Response Actions

(a) As used in this section:

(1) “Commercial, industrial and institutional” refers to commercial water users, industrial water users, and institutional water users as respectively defined in Water Code, section 10608.12, subdivisions (e), (i), and (j), and includes homeowners’ associations, common interest developments, community service organizations, and other similar entities but does not include the residences of these entities’ members or separate interests.

(2) “Common interest development” has the same meaning as in section 4100 of the Civil Code.

(3) “Community service organization or similar entity” has the same meaning as in section 4110 of the Civil Code.

(4) “Homeowners’ association” means an “association” as defined in section 4080 of the Civil Code.

(5) “Non-functional turf” means turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events. Non-functional turf does not include sports fields and turf that is regularly used for human recreational purposes or for civic or community events.

(6) “Plant factor” has the same meaning as in section 491.

(7) “Separate interest” has the same meaning as in section 4185 of the Civil Code.

(8) “Turf” has the same meaning as in section 491.

(9) “Urban water supplier” has the same meaning as Water Code section 10617.

(10) “Water shortage contingency plan” means the plan required by Water Code section 10632.

(b) Each urban water supplier shall submit to the Department of Water Resources a preliminary annual water supply and demand assessment consistent with section

10632.1 of the Water Code no later than June 1, 2022, and submit a final annual water supply and demand assessment to the Department of Water Resources no later than the deadline set by section 10632.1 of the Water Code.

- (c) (1) Each urban water supplier that has submitted a water shortage contingency plan to the Department of Water Resources shall implement by June 10, 2022, at a minimum, all demand reduction actions identified in the supplier's water shortage contingency plan adopted under Water Code 10632 for a shortage level of ten (10) to twenty (20) percent (Level 2).

(2) Notwithstanding subdivision (c)(1), urban water suppliers shall not be required to implement new residential connection moratoria pursuant to this section.

(3) Notwithstanding subdivision (c)(1), an urban water supplier may implement the actions identified in subdivision (d) in lieu of implementing the demand reduction actions identified in the supplier's water shortage contingency plan adopted under Water Code section 10632 for a shortage level of ten (10) to twenty (20) percent (Level 2), provided the supplier meets all of the following:

(i) The supplier's annual water supply and demand assessment submitted to the Department of Water Resources demonstrates an ability to maintain reliable supply until September 30, 2023.

(ii) The supplier does not rely on, for any part of its supply, the Colorado River, State Water Project, or Central Valley Project, and no more than ten (10) percent of its supply comes from critically overdrafted groundwater basins as designated by the Department of Water Resources.

(iii) The supplier's average number of gallons of water used per person per day by residential customers for the year 2020 is below 55 gallons, as reported to the Board in the Electronic Annual Report.

- (d) Each urban water supplier that has not submitted a water shortage contingency plan to the Department of Water Resources shall, by June 10, 2022, and continuing until the supplier has implemented all demand reduction actions identified in the supplier's water shortage contingency plan adopted under Water Code 10632 for a shortage level of ten (10) to twenty (20) percent (Level 2), implement at a minimum the following actions:

(1) Initiate a public information and outreach campaign for water conservation and promptly and effectively reach the supplier's customers, using efforts such as email, paper mail, bill inserts, customer app notifications, news articles, websites, community events, radio and television, billboards, and social media.

(2) Implement and enforce a rule or ordinance limiting landscape irrigation with potable water to no more than two (2) days per week and prohibiting landscape irrigation with potable water between the hours of 10:00 a.m. and 6:00 p.m.

(3) Implement and enforce a rule or ordinance banning, at a minimum, the water uses prohibited by section 995. Adoption of a rule or ordinance is not required if the supplier has authority to enforce, as infractions, the prohibitions in section 995 and takes enforcement against violations.

- (e) (1) To prevent the unreasonable use of water and to promote water conservation, the use of potable water is prohibited for the irrigation of non-functional turf at commercial, industrial, and institutional sites.
- (2) Notwithstanding subdivision (e)(1), the use of water is not prohibited by this section to the extent necessary to ensure the health of trees and other perennial non-turf plantings or to the extent necessary to address an immediate health and safety need.
- (3) Notwithstanding subdivision (e)(1), an urban water supplier may approve a request for continued irrigation of non-functional turf where the user certifies that the turf is a low water use plant with a plant factor of 0.3 or less, and demonstrates the actual use is less than 40% of reference evapotranspiration.
- (f) The taking of any action prohibited in subdivision (e) is an infraction punishable by a fine of up to five hundred dollars (\$500) for each day in which the violation occurs. The fine for the infraction is in addition to, and does not supersede or limit, any other remedies, civil or criminal.
- (g) A decision or order issued under this section by the Board, or an officer or employee of the Board, is subject to reconsideration under article 2 (commencing with section 1122) of chapter 4 of part 1 of division 2 of the Water Code.

Authority: Section 1058.5, Water Code.

References: Article X, Section 2, California Constitution; Sections 4080, 4100, 4110, and 4185, Civil Code; Section 8627.7, Government Code; Sections 102, 104, 105, 275, 350, 377, 491, 1122, 10608.12, 10617, 10632, and 10632.1, Water Code; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463; *Stanford Vina Ranch Irrigation Co. v. State of California* (2020) 50 Cal.App.5th 976.



Fact Sheet

Second Water Conservation Emergency Regulation of 2022

Frequently Asked Questions

Updated: June 6, 2022

General Information

1) Where can I find information on the State Water Board's second water conservation emergency regulation of 2022?

You can find updated documents and subscribe to the Water Conservation Regulations email list for announcements on the State Water Board's [Water Conservation Emergency Regulations webpage](#).

2) When will the emergency regulation be in effect?

The emergency regulation is expected to become effective on or about June 16, 2022. The official date will be posted on the [Water Conservation Emergency Regulations webpage](#).

3) How long will the emergency regulation be in effect?

Once the emergency regulation takes effect, it will remain in effect for one year, unless the State Water Board (Board) modifies it, readopts it, or ends it before then.

4) Where can I find the adopted emergency regulation?

The adopted regulation text is available on the Board's [Water Conservation Emergency Regulations webpage](#).

5) What is now required?

- Urban water suppliers must submit preliminary supply and demand assessments to the Department of Water Resources by June 1, 2022.
- Urban water suppliers must implement all conservation actions in their locally adopted plans meant to address at least a water shortage level of 10 to 20 percent (Level 2) by June 10, 2022.
- Owners and managers of commercial, industrial, and institutional properties must not use potable water for irrigating non-functional turf.

Non-Functional Turf

6) What is "turf"?

Turf means "a ground cover surface of mowed grass." This official definition of turf can be found in [section 491 of title 23 of the California Code of Regulations](#).



7) What is “non-functional turf”?

Non-functional turf is a ground cover surface of mowed grass that is ornamental and not otherwise used for human recreation purposes. Non-functional turf does not include school fields, sports fields, and areas regularly used for civic or community events.

8) Does the non-functional turf irrigation ban apply to residential properties?

No, residential properties may continue to irrigate turf, subject to local rules. The Board encourages people to reduce turf irrigation on their properties and to convert turf to [water-wise](#) plants, but those are not required by this regulation. For more information and practical tips for converting your landscape and making your yard more water-wise, visit [SaveOurWater.com](#).

9) Are there any exceptions to the non-functional turf irrigation ban?

The ban only applies to irrigation of non-functional turf in the commercial, industrial, and institutional sectors and only applies to irrigation with potable water. It does not apply to residential lawns or any turf that is regularly used for human recreational purposes, such as community spaces, or sports fields and other turf spaces used for recreation or events. The regulation does not ban the irrigation of trees or other non-turf plantings. There is an exemption process available for certain low water using turf species and irrigation approaches. To be exempt from the ban, an owner or manager must provide to their water supplier evidence that they have met two requirements: (1) the user must certify that the turf species needs low levels of water (a plant factor of 0.3 or less; “plant factor” is a factor used to estimate the amount of water needed by plants – see [section 491 of title 23 of the California Code of Regulations](#)) and (2) the user must demonstrate that the turf is irrigated in a way that uses low levels of water (less than 40 percent of reference evapotranspiration). For more information on plant factors and reference evapotranspiration, see the state’s [Model Water Efficient Landscape Ordinance](#).

10) May people use recycled water or greywater to irrigate turf?

Yes, however the Board encourages people to prioritize irrigation of trees and other plants due to the severity of the drought and the amount of water required for turf.

11) Does the regulation affect trees? Do urban trees need to be watered?

The regulation does not restrict the watering of trees, just turf. Although most mature trees often require little to no irrigation, some species do. The Board urges people to continue to water trees, even while reducing or stopping the irrigation of turf. Trees that are just getting established may need to be watered more frequently, including hand watering. Trees near or on non-functional turf could be impacted by some responses to the ban on turf irrigation, but the regulation allows continued irrigation of trees even if turf, such as turf under trees, will receive water. For more information about tree species and water needs, visit the [Save Our Trees section](#) within SaveOurWater.com.

12) Who will enforce the non-functional turf prohibition?

Water suppliers and local governments are expected to communicate the ban on irrigation of non-functional turf to their commercial, industrial, and institutional customers. The emergency regulation makes violations of the ban an infraction: any entity that is already authorized to enforce infractions, such as a water supplier or local government, may choose to enforce violations of the regulation.

In addition, anyone may report water waste, including irrigation of non-functional turf on a commercial, industrial, or institutional property, to the Board at SaveWater.CA.Gov. The Board may use its enforcement authority to respond to violations of the regulation.

13) What actions may a water supplier or local government (or any entity already authorized to enforce infractions) take to enforce violations of the regulation? What actions may the Board take?

Local or Board enforcement may include warning letters, conservation orders, and fines (up to \$500 per day). The Board also encourages agencies to provide additional assistance to disadvantaged communities and translate conservation announcements and materials into the languages spoken at properties in commercial, industrial, and institutional sectors.

14) Where can I report water waste violations?

You can report water waste violations online at SaveWater.CA.Gov. These reports are sent to local water suppliers and the Board. The website allows you to upload photos, which helps with enforcement decision-making.

Homeowners' Associations (HOAs) & HOA Residents**15) Does this regulation apply to HOAs?**

Yes, but only to non-functional turf on property the homeowners' association (HOA) owns, not residences. While an individual's property is considered residential, property owned and maintained by an HOA is considered the same as landscapes owned and maintained by commercial or institutional entities. This means that the regulation does not prevent homeowners from irrigating turf; it prohibits the irrigation of non-functional turf (with potable water) on property an HOA owns. However, the regulation does not ban the irrigation of turf used for recreation or community activities.

16) Who decides if turf is functional?

An HOA should review areas of turf that it maintains, consult with residents, and determine whether the turf is functional or not. Water suppliers may defer to HOAs' determinations that specific areas of turf are used for recreation or community events. However, water suppliers also retain the authority to enforce the irrigation ban if there is a documented violation.

17) Can my HOA stop me from conserving water?

No. Homeowners may remove their lawns and replace them with water-wise plants. If you install water-efficient landscaping during the drought, your HOA cannot prevent you from maintaining it or require you to remove it when there is no longer a drought state of emergency. Additionally, your HOA cannot impose a fine or assessment for reducing or eliminating the watering of vegetation or lawns during a drought state of emergency, nor can it prohibit, or include conditions that have the effect of prohibiting, the use of low water-using plants as a group or as a replacement of existing turf. For more information and practical tips for making your yard more water-wise, visit SaveOurWater.com.

18) Are apartment buildings considered part of the commercial, industrial, and institutional sectors?

Most apartment buildings are part of the residential sector and therefore not subject to the ban on irrigation of non-functional turf. However, apartment buildings may also include commercial facilities, such as ground floor businesses or other commercial operations on site, in the same manner as HOAs (see above). Apartment building owners and managers should check with their water supplier to see whether their building or complex may be considered, in part, commercial, industrial, or institutional and would therefore have some landscaped areas subject to the same rules (and exclusions) as similarly situated landscaped areas in HOAs.

Water Shortage Response Actions**19) Where are instructions for suppliers to submit preliminary annual supply and demand assessments?**

Annual supply and demand assessments should be submitted to the Department of Water Resources. Instructions for submitting this information can be found on the Department of Water Resources [website](#).

20) By when must urban water suppliers that have not yet implemented Level 2 water shortage response actions do so?

Per the regulation, urban water suppliers must implement Level 2 demand reduction actions by June 10, 2022.

21) What are Level 2 water shortage response actions?

For most urban water suppliers, water shortage responses have been adopted in the supplier's water shortage contingency plan and include actions intended to respond to a water shortage of 10 to 20 percent. Examples of Level 2 actions include rebate programs, drought rate structures, expanding information campaigns, and restrictions on outdoor irrigation days and times.

22) Are drought rate structures required?

Water suppliers are required to either implement drought pricing or enact a water waste ordinance (see Water Code sections 365-367). When implementing drought pricing,

water suppliers should design rates or surcharges to incentivize conservation by high-use customers. Information on conservation pricing is available on the [Board's website](#).

23) If a water supplier has adequate supply according to its supply and demand assessment, why is it required to implement Level 2 demand reduction actions?

The severity of this new normal makes it imperative that all Californians save water in every way possible. The drought emergency is statewide, and conservation is important to extend supplies so that more water is left for the future and for the environment. All water suppliers can support California's water resilience through additional conservation. See Question #27 for clarification on which water suppliers may take alternative compliance actions.

24) Are water suppliers required to implement all demand reduction actions in Level 2 of their plan?

Yes, water suppliers are required to implement all of their Level 2 demand reduction actions. However, they do not have to implement new residential connection moratoria if that is one of their Level 2 actions. See Question #27 for clarification on which water suppliers may take alternative compliance actions.

25) Are water suppliers required to implement Level 2 actions that do not reduce the demand for water?

Supply augmentation actions identified in Level 2 of a supplier's water shortage contingency plan are not required by this regulation; only Level 2 demand reduction actions are required.

26) What if an urban water supplier has not defined Level 2 water shortage response actions?

If an urban water supplier has not already complied with the preexisting requirement to submit a water shortage contingency plan to the Department of Water Resources, then, by July 10, 2022, they are required to implement the minimum demand reduction actions listed in the regulation: (1) a public information and outreach campaign, (2) a weekly irrigation schedule, and (3) bans on water uses as prohibited in the Board's January 2022 emergency regulation. For more details, see the [regulation](#) on the [Water Conservation Emergency Regulations webpage](#). These actions were adopted after considering suggestions from the Department of Water Resources and public comment.

27) Which suppliers may take alternative compliance actions?

Water suppliers may elect to implement the minimum actions required of suppliers that have not yet submitted water shortage contingency plans instead of all their Level 2 demand reduction actions if they meet the following criteria: (1) their annual water supply and demand assessment demonstrates an ability to maintain reliable supply until September 30, 2023; (2) they do not rely on, for any part of their supply, the Colorado River, State Water Project, or Central Valley Project, and no more than 10 percent of

their supply comes from critically overdrafted groundwater basins as designated by the Department of Water Resources; and (3) their average number of gallons of water used per person, per day by residential customers for the year 2020 is below 55 gallons, as reported to the Board in the Electronic Annual Report.

28) Does the regulation require urban water suppliers to implement Level 3 actions?

No, but Governor Newsom has encouraged all urban water suppliers to implement stronger actions that would respond to water shortages of up to 30 percent (Level 3 actions).

Other Information

29) Am I subject to both this new regulation *and* the one adopted in January 2022 that prohibits certain wasteful water-use practices?

Yes. [Both regulations](#) are currently in effect. (The earlier emergency regulation adopted in January 2022 will remain in effect until January 18, 2023, unless the Board acts to end, modify, or readopt it before then). This means that turf irrigation that is not prohibited must still be done in a manner that does not cause water to flow onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures.

30) How is the Board advancing drought resilience and water conservation for the long-term?

Among other ongoing activities related to water rights and water quality, the Board is working on regulations to [Make Conservation a California Way of Life](#), including [adopting long-term standards for the efficient use of water](#) and [water loss performance standards](#) for urban retail water suppliers. The [Safe and Affordable Funding for Equity and Resilience \(SAFER\) program](#) supports permanent and sustainable drinking water solutions that ensure all Californians have access to safe, affordable, and reliable drinking water. For information and updates on the Board's drought activities, visit the Board's [Drought website](#).