



CITY *of* CLOVIS

AGENDA • CITY COUNCIL MEETING

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

September 2, 2025

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; and you may view the meeting which is webcast and accessed at www.clovisca.gov/agendas.

Written Comments

- Members of the public are encouraged to submit written comments at: www.clovisca.gov/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.



SCAN ME

CAMPAIGN CONTRIBUTION PROHIBITIONS AND MANDATORY DISCLOSURE – Pursuant to Government Code section 84308, a Councilmember shall not accept, solicit, or direct a campaign contribution of more than \$500 from any party or their agent, or from any participant or their agent, while a proceeding involving a license, permit, contract, or other entitlement for use is pending before the City or for 12 months after a final decision is rendered in that proceeding. Any Councilmember who has received a campaign contribution of more than \$500 within the preceding 12 months from a party or their agent, or from a participant or their agent, must disclose that fact on the record of the proceeding and shall not make, participate in making, or in any way attempt to use their official position to influence the decision.

Pursuant to Government Code section 84308, subdivision (e), any party to a covered proceeding before the City Council is required to disclose on the record of the proceeding any campaign contribution, including aggregated contributions, of more than \$500 made within the preceding 12 months by the party or their agent to any Councilmember. The disclosure shall be made as required by Government Code Section 84308, subdivision (e)(1) and California Code of Regulations, Title 2, section 18438.8. No party or their agent, and no participant or their agent, shall make a campaign contribution of more than \$500 to any Councilmember during the covered proceeding or for 12 months after a final decision is made in that proceeding. The foregoing statements do not constitute legal advice, and parties and participants are urged to consult with their own legal counsel regarding the applicable requirements of the law.

CALL TO ORDER

FLAG SALUTE - Councilmember Bessinger

ROLL CALL

PRESENTATIONS/PROCLAMATIONS

1. Presentation of Certificates Recognizing Students for Participating in the American Legion State Programs.

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

2. Consider Approval – Appointments of City of Clovis Youth Commission.

Staff: Chad McCollum, Director of Economic Development, Housing and Communications and Briana Parra, City Clerk

Recommendation: Approve

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 3 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.

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.

3. Administration - Approval - Minutes from the August 18, 2025, Council Meeting.
4. General Services – Approval – Res. 25-____, Approving the Amended Joint Powers Agreement of the Central San Joaquin Valley Risk Management Authority (CSJVRMA).
5. General Services – Approval - Claim Rejection of the General Liability Claim on behalf of Jose Araiza, Gabriela Araiza, Damien Araiza, and Christian Araiza.
6. General Services – Approval - Claim Rejection of the General Liability Claim on behalf of Jerrold Robertson.
7. Planning and Development Services – Approval – Final Acceptance for Final Map for Tract 6277, located at the northeast area of Locan Avenue and Teague Avenue (Tarlton Fresno, LLC).
8. Planning and Development Services - Approval – Res. 25-____, Final Map Tract 6403 located on southeast corner of Gettysburg Avenue and Armstrong Avenue (Gleneagles Homes, a California Corporation).
9. Planning and Development Services - Approval – Res. 25-____, Annexation of Proposed Tract 6403 located on southeast corner of Gettysburg Avenue and Armstrong Avenue to the Landscape Maintenance District No. 1 of the City of Clovis. (Gleneagles Homes, a California Corporation).
10. Public Utilities – Approval – Terminate Emergency Authorization for the City Manager to Approve and Sign a Contract for Emergency Water Main Repairs in an Amount Not to Exceed \$250,000, Pursuant to Public Contract Code Section 22050.

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

11. Consider Adoption - **Ord. 25-11**, Amending Chapter 5.35 to Title 5 of the Clovis Municipal Code relating to Tobacco Retailers. (Vote: 3-1-1 with Councilmember Bessinger voting no and Councilmember Ashbeck absent)

Staff: Briana Parra, City Clerk

Recommendation: Adopt

12. Consider Approval – Res. 25-____, Amending the City's Master Administrative Fee Schedule pertaining to changes in labor costs and other increases.

Staff: Paul Armendariz, Assistant City Manager

Recommendation: Approve

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.

13. Government Code Section 54956.9(d)(1)
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Case Name: In Re: National Prescription Opiate Litigation, U.S. District Court, No. Dist. of Ohio, E. Div.; MDL No. 2804
14. Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Andrew Haussler, Paul Armendariz, Amy Hance, Bethany Berube, Scott Cross
Employee Organizations: Clovis Public Works Employee Association and Transit Employees Bargaining Unit

RECONVENE INTO OPEN SESSION AND REPORT FROM CLOSED SESSION

ADJOURNMENT

FUTURE MEETINGS

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

Sept. 8, 2025 (Mon.)
Sept. 15, 2025 (Mon.)
Oct. 6, 2025 (Mon.)
Oct. 13, 2025 (Mon.)
Oct. 20, 2025 (Mon.)



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council
 FROM: Administration
 DATE: September 2, 2025
 SUBJECT: Consider Approval – Appointments of City of Clovis Youth Commission.

Staff: Chad McCollum, Director of Economic Development, Housing and Communications and Briana Parra, City Clerk

Recommendation: Approve

ATTACHMENTS: None.

RECOMMENDATION

It is recommended that the Mayor, subject to approval by the City Council, consider the appointment of the following individuals to the City of Clovis Youth Commission. The appointment is for one term, which is currently scheduled to run from September 2025 through May 2026.

Seniors

- Avereet Samra
- Chaheti Mathur
- Grace Yang
- Guramanat Sohi
- Joelle Moore
- Luz Hernandez-Lopez
- Nicole Ndole Remez
- Noah Anderson

Juniors

- Alian Marriaga
- Amaan Gill
- Ellie Hammond
- Jasmine Parmer
- Madeleine Menz
- Maggie McCollum
- Micah Gurman

Sophomores

- Abigail Nevin
- Ayanna Rana
- Courtlin Pulliam
- Evan Allgood
- Peter Sauer
- Roshan Takhar

EXECUTIVE SUMMARY

On October 2, 2023, the Clovis City Council unanimously voted to establish a Youth Commission aimed at strengthening youth voices within the City of Clovis. In collaboration with community partners, including Clovis Unified School District and local media, staff worked to share this opportunity with the public, resulting in an impressive 34 eligible applications. From May 6th to June 20, 2025, high school sophomores, juniors, and seniors residing in the City of Clovis were invited to apply. Qualified applicants underwent a two-step interview process, with the first round conducted in person by a panel of City staff, followed by a second interview with current Commissioners entering their senior year. During the interviews, panelists engaged with each

applicant to understand their interest and goals for the Commission. In accordance with the bylaws, a total of 21 members—11 returning, who accepted invitations to continue and 10 newly appointed—were selected to join the Youth Commission, pending City Council confirmation.

BACKGROUND

The City of Clovis Youth Commission was established by unanimous decision of the Clovis City Council in October 2023 with the goal of engaging youth voices in civic matters. The Commission aims to promote civic engagement among Clovis youth and foster a sense of ownership and responsibility in shaping the City's future. The City of Clovis Youth Commission operates from September through May each year, with Commissioners selected during the summer leading into the new school year. The first meeting for the 2025-2026 term will be held on September 17, 2025.

On April 30, 2025, the City of Clovis Youth Commission unanimously approved its amended bylaws and structure, further outlining the roles and responsibilities of its members.

The Youth Commissioners are tasked with meeting monthly to set and accomplish goals outlined by the Youth Commission, City Council, and City staff. Additionally, they represent Clovis youth at designated city events, plan and execute a project benefiting the youth of Clovis, and present their progress annually to the Clovis City Council.

Applicants for the Clovis Youth Commission must reside within the City of Clovis and be in their sophomore, junior, or senior year of high school. They may serve on the Commission for up to three years. The selection process includes applying, interviewing, and being chosen by a panel consisting of City staff and Youth Commissioners. The Commission is composed of up to 21 members.

We were fortunate to receive many talented applicants this year, and while not everyone could be selected, we want to encourage those students who were not chosen to remain involved by attending our monthly Youth Commission meetings. These meetings are open to all, and we value the input of all Clovis youth. We encourage those who were not selected to participate as much as possible and to share their concerns and ideas with the Youth Commissioners.

FISCAL IMPACT

The costs associated with the Youth Commission are expected to be nominal. These costs are included within the current 2025/2026 budget without requiring additional allocations.

REASON FOR RECOMMENDATION

Students listed in this staff report have been found qualified by staff to participate in the City of Clovis Youth Commission.

ACTIONS FOLLOWING APPROVAL

Staff will continue planning for the upcoming meetings of the City of Clovis Youth Commission.

CONFLICT OF INTEREST

None.

Prepared by: Chad McCollum, Director of Economic Development, Housing and Communications and Briana Parra, City Clerk

Reviewed by: City Manager *AM*

CLOVIS CITY COUNCIL MEETING

August 18, 2025

6:00 P.M.

Council Chamber

Meeting called to order by Mayor Mouanoutoua at **6:00**
Flag Salute led by Councilmember Basgall

Mayor Mouanoutoua requested a moment of silence for former Superintendent Terry Bradley and former Clovis Unified School Trustee Ralph Lockwood.

Roll Call: Present: Councilmembers Basgall, Bessinger, Mayor Pro Tem Pearce
Mayor Mouanoutoua
Absent: Councilmember Ashbeck

PUBLIC COMMENTS – 6:02

John Adams, resident, spoke about issues related to trash totes on collection day.

Steven Trevino, resident, recognized and honored former Clovis Unified School District Trustee Lockwood.

Dr. Jeni-Ann Kren, resident, expressed concerns regarding trash totes on collection day.

CONSENT CALENDAR – 6:09

Upon call, there was no public comment.

Motion by Councilmember Bessinger, seconded by Mayor Pro Tem Pearce, that the items on the Consent Calendar be approved 4-0-1, with Councilmember Ashbeck absent.

1. Administration - Approval - Minutes from the August 11, 2025, Council Meeting.
2. Administration - Authorize the City Manager to execute the FY 2025-26 Agreement up to an amount of \$50,000, between the City of Clovis and the Economic Development Corporation Serving Fresno County.
3. Administration – Receive and File – Economic Development Corporation Serving Fresno County Quarterly Report, Q4 April to June 2025.
4. Finance – Receive and File – Investment Report for the Month of February 2025.
5. Finance – Receive and File – Treasurer’s Report for the Month of February 2025.
6. Finance – Receive and File – Investment Report for the Month of March 2025.
7. Finance – Receive and File – Treasurer’s Report for the Month of March 2025.
8. General Service – Approval – **Res. 25-87**, Authorizing the City Manager to Execute an Agreement for Older Americans Act Funding for Title III C-1 Nutrition Services Through the Fresno-Madera Area Agency on Aging (FMAAA); and Approval - **Res. 25-88**, Amending the FY 2025-2026 General Services Department Budget to Reflect \$50,250.00 in Grant

Funding for the Clovis Senior Activity Center Awarded by the Fresno-Madera Area Agency on Aging.

9. General Services – Approval – **Res. 25-89**, Renewing Medical Plan Options for Eligible Retirees and Restating the Eligibility Requirements for Participation in the Plan.
10. General Services – Ratification of the City Manager’s Approval of the Second Contract Amendment for Urban Transportation Associates, Inc. (UTA), to Extend the Original Contract for Transit Automated Passenger Counters (APC), for an amount not to exceed \$75,000.
11. Planning and Development Services – Approval – Waive the City’s formal purchasing process and approve a Consultant Agreement between the City of Clovis and Ascent Environmental, Inc., to assist with implementing the Housing Programs outlined in the Housing Element in the amount of \$200,000; and Authorize the City Manager to sign the agreement.
12. Police - Approval - **Res. 25-90**, Authorizing the Police Chief to execute the 2025-2026 Department of Alcoholic Beverage Control Alcohol Policing Partnership Grant Agreement and amend the Police Department budget to reflect the award of \$78,423.

PUBLIC HEARINGS – 6:10

6:10 ITEM 13 - Consider various actions Related to Tobacco Retailer Violations and Hearing Officer Authority.

Upon call, there was no public comment.

ITEM 13a – Consider Introduction – **Ord. 25-XX**, Amending Chapter 5.28 to Title 5 of the Clovis Municipal Code relating to Appeals.

The ordinance was amending Chapter 5.28 was withdrawn by staff and not considered.

ITEM 13b - Consider Introduction – **Ord. 25-11**, Amending Chapter 5.35 to Title 5 of the Clovis Municipal Code relating to Tobacco Retailers.

Motion for approval by Mayor Pro Tem Pearce seconded by Councilmember Basgall. Motion carried by 3-1-1, with Councilmember Bessinger voting no and Councilmember Ashbeck absent.

ADMINISTRATIVE ITEMS 6:33

6:33 ITEM 14 - Workshop – Planning 101 session on the City’s annexation process and planning entitlement procedures.

Steven Trevino, resident, addressed annexation and fees.

John Adams, resident, addressed development and trails.

Kay Errotabere, resident, spoke regarding pocket parks.

Tara Wink, resident, commented on annexation and sidewalks.

Dr. Jeni-Ann Kren, resident, spoke on Bullard streets and sidewalk issues.

CITY MANAGER COMMENTS – 7:45

City Manager Haussler highlighted upcoming community events, including the Clovis Mobile Rec event at Century Park, a low-cost microchip and vaccine clinic for pets, a senior center fundraiser, and announced the groundbreaking ceremony for the Fresno County Regional Clovis Branch Library scheduled for August 27, 2025, at 11:00 a.m.

COUNCIL COMMENTS – 7:46

There was no formal Council direction for staff.

ADJOURNMENT

Mayor Mouanoutoua adjourned the meeting of the Council to September 2, 2025.

Meeting adjourned: **7:50** p.m.

Mayor

City Clerk



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: September 2, 2025

SUBJECT: General Services – Approval – Res. 25-____, Approving the Amended Joint Powers Agreement of the Central San Joaquin Valley Risk Management Authority (CSJVRMA).

ATTACHMENTS: 1. Res. 25-____, Approving the Amended Joint Powers Agreement of the Central San Joaquin Valley Risk Management Authority .
2. Amended CSJVRMA Joint Powers Agreement

RECOMMENDATION

For City Council to approve the Resolution approving the Amended Joint Powers Agreement of the Central San Joaquin Valley Risk Management Authority as amended July 1, 2025.

EXECUTIVE SUMMARY

The Central San Joaquin Valley Risk Management Authority (CSJVRMA) is a governmental Joint Powers Authority (JPA) established to provide self-insurance, insurance, excess insurance, and other group-purchased coverage for its member cities. The City participates in the CSJVRMA for risk pooling and risk management services tailored to public entity exposures, including general liability, automobile liability, and property coverage. The CSJVRMA Executive Committee has identified the need to update the JPA Agreement to reflect current practices, legal requirements, and operational needs. The JPA Agreement was last updated in 1994. The Amended Agreement requires written resolutions to be approved and signed by at least 2/3 of the respective city councils of the 53 member cities. Staff recommends approval of the Amended Agreement.

BACKGROUND

The Central San Joaquin Valley Risk Management Authority (CSJVRMA) is a governmental Joint Powers Authority (JPA), established in 1979 to provide self-insurance, insurance, excess insurance, and other group-purchased coverage for its member cities. The City of Clovis has been a member of the CSJVRMA since 1988. Since joining, the City has participated in several risk-sharing programs through the CSJVRMA, including liability, property, and auto damage coverage.

The CSJVRMA annually reviews, revises, and approves goals for the JPA during its Executive Committee retreat. One of the current goals is to review the governing documents to ensure they reflect CSJVRMA's current practices, legal requirements, and operational needs. At the 2025 retreat, the responsibility for conducting the initial review of these documents was delegated to the Administrative and Financial Services Subcommittee. The Subcommittee met, evaluated the documents, and submitted recommendations to the Executive Committee for action.

In regard to the Joint Powers Agreement last updated in 1994, the Subcommittee reviewed the existing document, considered recommendations from CSJVRMA staff, and proposed additional revisions based on member experience and the intended functions of the CSJVRMA. Key recommended updates include:

- Clearer definitions of key terms;
- Broadened language to allow for the creation of or participation in a captive agency for investment purposes, should the CSJVRMA choose to pursue such options;
- New language to comply with Government Code Section 6509, which prevents local public entities from exercising powers inconsistent with their own charter, ordinance, or resolution simply by joining a JPA; and
- Clarification of member city responsibilities.

The Amended Joint Powers Agreement was approved by the CSJVRMA Executive Committee on June 26, 2025. To take effect, the Amended Agreement must be approved by resolutions of at least two-thirds of the 53-member city governing bodies.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

Council approval is required for the Amended Joint Powers Agreement, as the agreement has not been updated since 1994 and is in need of necessary revisions.

ACTIONS FOLLOWING APPROVAL

Staff will forward the resolution, if approved, to the CSJVRMA, along with the signed Amended Joint Powers Agreement.

CONFLICT OF INTEREST

None.

Prepared by: Lori Shively, Deputy General Services Director

Reviewed by: City Manager AK

RESOLUTION 25-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING AMENDED JOINT POWERS AGREEMENT OF THE CENTRAL SAN
JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY (CSJVRMA)**

WHEREAS, the Central San Joaquin Valley Risk Management Authority (CSJVRMA) is a California Joint Powers Authority created and operated pursuant to California Government Code 6500 et. seq. for the purpose of pooling funds to provide coverage for indemnification and defense and to purchase excess insurance for certain civil claims involving general liability, workers' compensation and property damage; and

WHEREAS, the City of Clovis is authorized pursuant to California Government Code 990.8 to enter into a Joint Powers Agreement for the purposes described above; and

WHEREAS, the City of Clovis is a member of the CSJVRMA; and

WHEREAS, the Joint Powers Agreement which was created establishing the CSJVRMA allows for amendment to the agreement upon approval by the City Council of two thirds of the members of the CSJVRMA; and

WHEREAS, the CSJVRMA desires to amend the Joint Powers Agreement as set forth in the Agreement dated July 1, 1994, and as amended July 1, 2025, a copy of which is attached hereto as **Attachment A** and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Clovis approves the Central San Joaquin Valley Risk Management Authority Joint Powers Agreement, dated July 1, 1994, as amended and restated on July 1, 2025, and in the form attached hereto.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Manager is authorized and directed to execute such agreement, including any corrections or clerical changes to the form of agreement attached hereto as may be requested by the CSJVRMA and approved by no less than 2/3 of the members of the CSJVRMA.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on September 2, 2025, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN

DATED: September 2, 2025

Mayor

City Clerk

CENTRAL SAN JOAQUIN VALLEY
RISK MANAGEMENT AUTHORITY
JOINT POWERS AGREEMENT
AS AMENDED JULY 1, 2025

Attachment A

CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

JOINT POWERS AGREEMENT
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AMENDED JOINT EXERCISE OF POWERS AGREEMENT
FOR INSURANCE AND RISK MANAGEMENT PURPOSES

THIS AMENDED AGREEMENT, dated for convenience this 1st day of July 2025, made and entered into by, between, and among those **Member Cities** which become parties to this Agreement by action of their governing boards adopting a resolution agreeing to participate in the joint powers entity created by the terms and conditions of this Agreement;

RECITALS:

WHEREAS, California Government Code Section 6500, et. seq. provides that two or more public agencies may, by agreement, exercise any power common to the contracting parties; and

WHEREAS, California Government Code Sections 990 and 990.4 provide that a local entity may self-insure, purchase **insurance** through an authorized insurer, purchase **insurance** through a surplus line **broker**, or any combination thereof; and

WHEREAS, California Government Code Section 990.8 provides that two or more local public entities, by a joint powers agreement, may provide **insurance** for any authorized purpose by any one or more of the methods specified in Section 990.4; and

WHEREAS, Article XVI, Section 6, of the California Constitution provides that **insurance** pooling arrangements under joint exercise of powers agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, each of the cities which are parties to this Agreement desires to join together with other cities in order to collectively self-insure or pool their losses and to jointly purchase **insurance** and administrative services in connection with **Joint Protection Programs** for said cities; and

WHEREAS, the Tulare-Kings Municipal Risk Management Authority, a public entity, was created by an initial Agreement dated April 1, 1979, among various cities within the Counties of Tulare and Kings; and

WHEREAS, the name of the organization was changed to the Central San Joaquin Valley Risk Management Authority on July 1, 1981; and

WHEREAS, the initial Agreement was amended on January 1, 1985 and July 1, 1994 by a two-thirds vote of the **Member Cities'** city councils; and

WHEREAS, said **Member Cities** have determined that it is again appropriate and in the public interest to make certain technical corrections and additions to this Agreement which will provide clarification and will permit the governing body to meet a minimum of two times a year to conduct that business which only the governing body may act upon; and

WHEREAS, it is therefore necessary to amend said Joint Powers Agreement; and

WHEREAS, said Agreement provides that amendments to the Agreement may be made by a vote of two-thirds (2/3rds) of the **Member Cities** by resolution of the City Councils of said Cities:

NOW, THEREFORE, for and in consideration of the execution of this Agreement by two-thirds (2/3rds) of the **Member Cities**, each of the **Member Cities** which are parties hereto does hereby adopt this amended Agreement, dated July 1, 2025, which concurrently supersedes that certain Agreement creating the **Authority**, dated April 1, 1979, and all amendments thereto.

ARTICLE I DEFINITIONS

The following words, when typed in bold print within the provisions of this Agreement, shall have the following definitions:

"Administrator" shall mean that person or group appointed by the Executive Committee and given responsibility for the management, administration, and operation of the **Authority**.

"Agreement" shall mean the Joint Powers Agreement creating the Central San Joaquin Valley Risk Management Authority.

"Authority" shall mean the Central San Joaquin Valley Risk Management Authority, aka the RMA.

"Board of Directors" or **"Board"** shall mean the governing body of the **Authority**.

"Broker" shall mean the **insurance broker** hired by the **Executive Committee** to acquire **insurance** coverage.

"Claims" shall mean demands made against the **Authority** arising out of occurrences which are claimed to be within one of the **Authority's Joint Protection Programs** as developed by the **Board**.

"Deposit Premium" shall mean the annual dollar amount determined by the Board of Directors payable by each Member City for the purpose of self-insurance coverage, excess insurance premiums, and administrative costs, charged for the purpose of carrying out the powers of the Authority.

"Executive Committee" shall mean the elected officers and the representatives appointed by each region to represent that region.

"Fiscal Year" shall mean the period July 1 to June 30 of each year.

"Insurance" shall mean any commercial insurance coverage.

"Insurance Premium" shall mean those funds charged for the payment of group purchased **insurance**.

"Joint Protection Programs" shall mean any program to provide risk sharing or **insurance** coverage under this Agreement and shall include a determination as to the amount of initial **Insurance Premiums** and/or **Deposit Premiums**, a precise allocation plan and formula, and a determination of the amount and type, if any, of excess **insurance** to be purchased. Included within the term **Joint Protection Program** is the identification of exposures to accidental loss, the reduction or limitation of losses to **Member City** properties and from injuries to persons or property caused by the operations of **Member**

Cities and the funding of those risks, together with any other functions appropriate or necessary to the functioning of the **Joint Protection Program**.

"Master Plan Document" shall mean the document, formally adopted by the Executive Committee, setting forth the operations, policies, and provisions of a self-insured or pooled coverage program, which shall include, but not be limited to, the following:

1. The scope of the program;
2. The procedures to be followed;
3. Who may participate;
4. Any limits or restrictions;
5. How **Deposit Premiums** are determined;
6. How refunds, if any, are determined;
7. Commitments required by participants; and
8. How the document may be amended.

"Member City" shall mean a city which is an incorporated municipality organized with a council, City Manager/Administrator form of government, which has been approved for participation in the **Authority** by the **Executive Committee** in accordance with applicable provisions of the Agreement and the Bylaws and has signed the Agreement.

"Operating Fund" shall mean the fund established by the **Authority** for the purpose of paying just demands submitted to the **Authority**.

"Representative" shall mean the person, designated in writing by the **Member City** to represent and act for and on behalf of the **Member City** regarding any matter before the **Authority's Board** or **Executive Committee**. The **Representative** must be either: (a) the City Manager/Administrator or (b) a person designated by the City Manager/Administrator who holds a management/organizational position with the **Member City** and whose responsibilities include all or part of the **Member City's** risk management functions (i.e., finance, human resources, claims/losses, insurance, and safety/risk control).

"Self-Insurance" shall mean the process whereby the **Authority** maintains sufficient reserves to pay all **claims** and associated expenses of a risk exposure without purchasing **insurance** to cover the risk or a portion of the risk.

ARTICLE II PURPOSES

The purpose of this Agreement is to provide joint powers common to each **Member City** for **insurance** purposes; to pool self-insured claims and losses, to purchase or participate in excess pooling or excess insurance coverage, and to provide related administrative services including risk management, consulting, actuarial services, claims adjusting and legal defense services; to implement risk management principles; and to provide for the future inclusion of additional incorporated municipalities desiring to become parties to the Agreement.

ARTICLE III CREATION OF JOINT POWERS AUTHORITY

Pursuant to Section 6500, et. seq. of the California Government Code, the Authority is a public entity separate and apart from the parties to this Agreement. Pursuant to Government Code Section 6508.1, the debts, liabilities, and obligations of this joint powers authority shall not constitute debts, liabilities, or obligations of any party to this Agreement.

It is the express understanding of all parties that the **Authority** created originally on or about April 1, 1979, is the same **Authority** continued under this Agreement, even though some powers and procedures may be changed by this Agreement.

The **Authority**, its **Board**, officers, membership, and staff shall be governed by this Agreement, the Bylaws, **Master Plan Documents**, Memoranda of Coverage, and other documents duly adopted by the **Authority**.

ARTICLE IV PARTIES TO AGREEMENT

Each city which has applied to and been accepted as a member of the **Authority** is a party to the Joint Exercise of Powers Agreement. Each party to the Agreement shall be bound by this Agreement when two-thirds (2/3rds) of the city councils of the **Member Cities** have adopted this amended Agreement. A party to this Agreement certifies that it intends to and does contract with the **Authority** and with all other **Member Cities** which have signed this Agreement and, in addition, with each city which may hereafter be added as a party to and may sign this Agreement. Each city which has or may hereafter sign this Agreement also certifies that the deletion of any city from the **Authority** by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this Agreement nor each **Member City's** intent to contract as described above with the then remaining **Member Cities**.

Each city which is a member of the **Authority** at the time this amended Agreement is adopted by two-thirds (2/3rds) of the **Member Cities**, certifies that it intends to and does hereby contract with the **Authority** and with all other current **Member Cities**, and in addition, with each city which may hereafter be added as a party to and may sign this Agreement.

ARTICLE V MEMBERSHIP

A. ELIGIBILITY

To be a member of this **Authority**, a city must be an incorporated municipality which is characterized by having professional management as typified by a bona fide Council Manager/Administrator form of government and must be approved for participation in the **Authority** in the manner provided by the Bylaws.

B. NEW MEMBERS

Eligible incorporated municipalities may become a party to this Agreement pursuant to the Bylaws of the **Authority**.

ARTICLE VI
TERM OF AGREEMENT

This Agreement, as amended, shall become effective when approved by two thirds (2/3rds) of the respective City Councils of the **Member Cities**. When effective, this Agreement, as may be amended from time to time, shall continue thereafter until terminated as herein provided. This Agreement shall become effective as to any new **Member City** in accordance with the Bylaws and **Master Plan Documents** of the **Authority**.

ARTICLE VII
POWERS OF THE **AUTHORITY**

Pursuant to and to the extent required by Government Code section 6509, the Authority shall be restricted in the exercise of its powers in the same manner as the City of Ripon is restricted in the exercise of its powers. In the event the City of Ripon shall cease to be a Member of the Authority, then the Authority shall be restricted in the exercise of its powers in the same manner as the City of Madera.

The **Authority** is hereby authorized to do all acts necessary or appropriate for the exercise of said powers, including, but not limited to any or all of the following:

1. Make and enter into contracts;
2. Incur debts, liabilities, and obligations, but no debt, liability, or obligation of the **Authority** is a debt, liability, or obligation of a **Member City** except as otherwise provided;
3. Assess **Member Cities** as deemed appropriate by the **Executive Committee**;
4. Acquire, hold, or dispose of real and personal property;
5. Receive contributions and donations of property, funds, services, and other forms of assistance from any source;
6. Sue and be sued in its own name;
7. Employ agents and employees;
8. Acquire, construct, manage, and maintain buildings;
9. Lease real or personal property, including property of a **Member City**; and

10. to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement or otherwise authorized by law.

This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

ARTICLE VIII BOARD OF DIRECTORS

A. STRUCTURE

The **Authority** shall be governed by a **Board** composed of one **Representative** from each **Member City**, each serving in an individual capacity as a member of the **Board**. Each **Member City** shall appoint one **Representative**. Appointments shall be limited to the City Manager/Administrator of each **Member City** or his/her authorized delegate. Each **Member City** shall also appoint one alternate **Representative**. The alternate **Representative** may attend and may participate in any meeting of the **Board**. When the regular **Representative** for whom he/she is an alternate is absent from the meeting, the alternate **Representative** may vote. Each **Representative** serves at the pleasure of the **Member City** being represented. Each **Representative** has one vote as the member of the **Board**. **Representatives** are not entitled to compensation. However, the **Executive Committee** may authorize reimbursement for expense incurred by a **Representative** in connection with his/her duties for the **Authority**.

B. MEETINGS OF THE **BOARD**

The **Board** shall hold at least two meetings each year. The **Executive Committee** shall determine the date upon which and the hour and place at which each regular meeting is to be held.

The President may call for a special meeting of the **Board** in compliance with open meeting laws in the State of California or a majority of the **Representatives** may call for a special meeting by filing a written request with the Secretary. The President must then set a date, time, and place for the meeting to be held within 30 days and must make provision for notice of the special meeting being given.

Each meeting of the **Board**, and each meeting of the **Executive Committee**, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950 et. seq. of the Government Code).

The **Authority** shall have minutes of regular and special meetings kept. As soon as possible after each meeting, copies of the minutes shall be forwarded to each **Member City**.

A majority of the members of the **Board** is a quorum for the transaction of business. However, less than a quorum may adjourn from time to time. A vote of the majority of a

quorum at a meeting is sufficient to take action, unless otherwise specified.

C. POWERS OF THE **BOARD OF DIRECTORS**

The **Board** shall provide policy direction for the **Executive Committee**, the officers, and the **Administrator**. The **Board** may delegate any and all of its authority to the **Executive Committee** except the following:

1. Amendments to the Bylaws, which requires at least a two-thirds (2/3rds) vote of the **Board**;
2. creation of any new **Joint Protection Program**;
3. termination of a any **Joint Protection Program**;
4. expulsion of a **Member City**;
5. adoption of an operating budget for the **Authority**;
6. Amendments to the **Authority's** Conflict of Interest Code; and
7. Authorization for the issuance, modification, or defeasance of bonds.

ARTICLE IX BYLAWS AND REGULATIONS

The **Board** shall adopt Bylaws and general regulations not inconsistent with State law and this Agreement.

ARTICLE X EXECUTIVE COMMITTEE

The **Board** shall establish an **Executive Committee** and delegate functions not otherwise reserved to the entire **Board**. The **Executive Committee** shall be appointed, have the powers, and hold meetings as set forth in the Bylaws.

ARTICLE XI OFFICERS

The officers of the **Authority** shall consist of an elected President, First Vice President, and Second Vice President, and an appointed **Administrator**, Secretary, and Treasurer. Other offices may be created by the Bylaws, **Master Plan Documents**, or the **Administrator**, subject to the approval of the **Board** or the **Executive Committee**, as applicable. All offices shall be filled and have the powers and responsibilities as prescribed in the Bylaws or **Master Plan Documents**.

The functions of auditor/controller of the **Authority** shall be performed by the **Authority's** officers or employees. The Treasurer and auditor/controller have the powers, duties, and responsibilities specified in Government Code Section 6505.6 The **Authority** shall purchase a bond which includes coverage for the duties performed by the Treasurer and the

auditor/controller.

ARTICLE XII JOINT PROTECTION PROGRAMS

The **Executive Committee** may at any time, and from time to time, offer to the **Board** for adoption such **Joint Protection Programs** as may be deemed desirable. All **Member Cities** shall participate in those mandatory **Joint Protection Programs** as set forth in the Bylaws. All other **Joint Protection Programs** shall be optional. The **Board** shall establish the amount of **Deposit Premium**, determine the amount of loss reserve contribution, provide for the handling of **claims**, and otherwise establish the policies and procedures necessary to provide a particular **Joint Protection Program** for **Member Cities**.

Each **Joint Protection Program** shall remain separate and distinct from every other **Joint Protection Program** and the liability and obligations of each program, and its participating **Member Cities** shall not be a liability or obligation of another program or participating **Member City** of another program. A **Member City's** participation in one program shall not obligate it or its funds on deposit with the **Authority**, to the debts, obligations, or liabilities of any other program. Separate accounting shall be maintained for each **Joint Protection Program**.

ARTICLE XIII RESERVE FUNDS

The **Authority** may establish a fund for the purpose of paying the losses and establishing a reserve to cover the retained portion of losses that may be insured against by the **Authority** or the **Member Cities**. The funds shall be invested in compliance with the **Authority's** Investment Policy and relevant state laws.

Refunds shall be made in accordance with the **Master Plan Document** for each program.

ARTICLE XIV OPERATING FUND

The **Authority** shall establish an **Operating Fund**. The **Operating Fund** is for the purpose of paying **insurance premiums, broker's fees, adjusting fees, consultant and legal fees, and such other items as are appropriate**. Just demands for payment shall be made by warrants in compliance with the adopted budget. The warrants shall be paid as directed by the **Executive Committee**. The **Board** may establish such other funds as it considers appropriate which shall be maintained and invested in the same manner as the **Operating Fund**.

ARTICLE XV

BUDGET

The **Board** shall adopt a budget annually.

ARTICLE XVI FUNDING AND PROCEDURES FOR CALCULATING ANNUAL CONTRIBUTIONS

The provisions for funding and calculating annual contributions shall be as set forth in the Bylaws and the **Master Plan Documents** for each program.

ARTICLE XVII RESPONSIBILITIES OF **AUTHORITY**

The **Authority** may perform or have performed the following functions in discharging its responsibilities under this Agreement:

1. assist **Member Cities** in developing their risk management programs ;
2. participate in risk management advisory committees formed by **Member Cities**;
3. provide loss prevention, safety, and security services;
4. provide all program services as required by program **Master Plan Documents** ;
5. provide loss analysis control by use of statistical analysis, data processing, and record and file keeping services. The purpose of this information is to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;
6. conduct risk management audits to review the participation of each **Member City** in the program; and
7. perform other functions as required by the **Board** for the purpose of accomplishing the goals of this Agreement.

ARTICLE XVIII RESPONSIBILITIES OF **MEMBER CITIES**

The **Member Cities** have the following responsibilities:

1. pay all financial obligations to the **Authority** within the time prescribed;
2. appoint an individual to be responsible for coordinating the risk management activities of his/her **Member City** with the **Authority**;
3. conduct its operations in a manner which enhances safety and loss control consistent with recommendations by **Authority** staff;
4. carry out the duties and responsibilities as assigned or mandated by the Board of Directors and/or the Executive Committee which may include, but are not limited

to, adherence to and/or adoption of policies and procedures, support of initiatives deemed necessary for the proper functioning of the **Authority**, and timely execution of tasks deemed necessary for the operation and governance of the **Authority**;

- 5.
- 6.
7. report to the risk manager during the development stages the addition of new programs or the significant reduction or expansion of existing programs;
8. permit and assist the **Authority** in conducting on-site safety and loss control inspections and/or safety or risk management audits as required by the **Board**;
- 9.
10. submit underwriting information requested by the **Authority** on a timely basis;
11. provide accurate statistical data concerning the **Member City** to the **Authority** when requested;
12. cooperate fully with the **Authority** in determining the cause of losses and in the settlement of losses;
13. cooperate to the fullest extent with the **Authority's** Litigation Manager on matters of **claims** and the conduct of defense of **claims**; and
14. comply with risk management requirements established under the authority of this Agreement.

ARTICLE XIX WITHDRAWAL

Any **Member City**, at their sole discretion, may voluntarily withdraw from membership in the **Authority** only at the end of any **fiscal year** by notifying the **Authority** in writing six (6) months prior to the end of any **fiscal year**, or at any other time which is agreed to by the **Board**, unless otherwise prohibited in the **Master Plan Document** of any program. A notice of withdrawal shall be final and irreversible upon its receipt by the **Authority** unless the **Board** authorizes it to be rescinded by the **Member City**.

ARTICLE XX INVOLUNTARY TERMINATION

A **Member City** may be removed from this Agreement by a two-thirds (2/3rds) vote of the **Board** for non-compliance with any provision of the governing documents. Such involuntary termination shall proceed in accordance with the provisions set forth in the Bylaws.

ARTICLE XXI CONTINUED LIABILITY

Upon any withdrawal or involuntary termination of a **Member City**, the said **Member City** shall continue to be responsible for any unpaid **insurance premiums**, **deposit premiums**, surcharges, administration costs, and **claims** and for any debts and assessments in accordance with the

provisions of this Agreement, the Bylaws, Resolutions, and the **Master Plan Documents of Joint Protection Programs** in which the **Member City** has participated.

ARTICLE XXII REFUNDS UPON WITHDRAWAL OR INVOLUNTARY TERMINATION

In the event a **Member City** withdraws from the **Authority** or its membership is involuntarily terminated, said **Member City** shall thereafter be entitled to receive its unobligated share of monies held by the **Authority**, less any and all amounts owed the **Authority** whether contingent or not, by the said withdrawing or terminated **Member City**. The remainder of any funds held by the **Authority** for the withdrawing or terminating **Member City** subject to any retention amount as provided below, shall be the unobligated share and shall be refunded to the **Member City** and shall be accepted in full settlement and satisfaction against any **claims** the **Member City** may have against the **Authority**. The **Authority** shall require that sufficient funds are retained on deposit with the **Authority** to completely pay any and all unpaid **insurance premiums, deposit premiums**, surcharges, administration costs, or **claims**, including any amounts for unreported **claims** and maturity of **claims** against said withdrawing or terminating **Member City**, and the amount to be retained on deposit shall be determined by the **Authority**. Any and all rights, entitlements, benefits, and obligations after withdrawal or termination shall be subject to ongoing obligations and responsibilities agreed to by a **Member City** by agreeing to participate in any pooled **Joint Protection Programs**.

ARTICLE XXIII TERMINATION OF **AUTHORITY**

The **Authority** may be terminated at any time if two-thirds (2/3rds) of the respective city councils of the then-**Member Cities** adopt a resolution requesting termination of the **Authority**; provided, however, that this Joint Powers Agreement and the **Authority** shall continue to exist for the purpose of disposing of all **claims**, concluding any pending litigations, for the liquidation and distribution of assets, and for all other functions necessary to conclude the affairs of the **Authority**. The **Board** shall take whatever action is necessary or appropriate to cause these ongoing responsibilities to be discharged and to effectively close out the affairs of the **Authority**. Upon completion of the liquidation and dissolution of the **Authority**, the **Authority** shall pay to each city which was a member of the **Authority** at the time of termination its pro rata share based on a city's contribution to the **Authority**, as determined by an independent Certified Public Accountant which has audited the financial records of the **Authority**, of the remaining assets of the **Authority** and shall pay to each **Member City** all monies held by the **Authority** in the reserve funds of that **Member City**.

ARTICLE XXIV AUDIT

The **Authority** shall obtain an annual certified audit of its accounts and financial records

which shall be made by a Certified Public Accountant and shall conform to generally accepted auditing standards.

ARTICLE XXV
ARBITRATION

Any controversy between the parties hereto arising out of this Agreement shall be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure.

ARTICLE XXVI
BINDING EFFECT OF BYLAWS, **MASTER PLAN DOCUMENTS**,
AND MEMORANDA OF COVERAGE

Each party to this Agreement by the execution hereof agrees to be bound by and to comply with all of the terms and conditions of this Agreement, the Bylaws, the **Master Plan Documents**, Memoranda of Coverage, and any resolution adopted by the **Authority**, the **Board of Directors**, or the **Executive Committee** as they now exist or may hereafter be adopted or amended.

ARTICLE XXVII
ENFORCEMENT

The **Authority** is hereby granted authority to enforce this Agreement. In the event action is instituted by the **Authority** to enforce any term of this Agreement, the Bylaws, or the **Master Plan Document** of any program against any **Member City**, the prevailing party shall be entitled to reasonable attorney fees and costs incurred because of said action, in addition to other appropriate relief.

ARTICLE XXVIII
AMENDMENTS

This Agreement may be amended by written resolution approved and signed by two-thirds (2/3rds) of the respective city councils of the **Member Cities** that are parties to this Agreement. Upon signature of any amendment by two-thirds (2/3rds) of the **Member Cities**, any **Member City** failing or refusing to abide by such amendment may be involuntarily terminated as a party to this Agreement as provided herein.

ARTICLE XXIX
NOTICES

Notices under this Agreement shall be sufficient if delivered to the office of the Clerk or Secretary of the respective jurisdictions.

ARTICLE XXX

COUNTERPARTS

This **Agreement** may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

Dated: _____

MEMBER CITY

BY: _____

CENTRAL SAN JOAQUIN VALLEY
RISK MANAGEMENT AUTHORITY
JOINT POWERS AGREEMENT
AS AMENDED JULY 1, ~~2025~~1994

CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

JOINT POWERS AGREEMENT
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AMENDED JOINT EXERCISE OF POWERS AGREEMENT
FOR INSURANCE AND RISK MANAGEMENT PURPOSES

THIS AMENDED AGREEMENT, dated for convenience this 1st day of ~~July, 2025~~1994, made and entered into by, between, and among those **Member Cities** which become parties to this Agreement by action of their governing boards adopting a resolution agreeing to participate in the joint powers entity created by the terms and conditions of this Agreement;

RECITALS:

WHEREAS, California Government Code Section 6500, et. seq. provides that two or more public agencies may, by agreement, exercise any power common to the contracting parties; and

WHEREAS, California Government Code Sections 990 and 990.4 provide that a local entity may self-insure, purchase **insurance** through an authorized insurer, purchase **insurance** through a surplus line **broker**, or any combination thereof; and

WHEREAS, California Government Code Section 990.8 provides that two or more local public entities, by a joint powers agreement, may provide **insurance** for any authorized purpose by any one or more of the methods specified in Section 990.4; and

WHEREAS, Article XVI, Section 6, of the California Constitution provides that **insurance** pooling arrangements under joint exercise of powers agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, each of the cities which are parties to this Agreement desires to join together with other cities in order to collectively self-insure or pool their losses and to jointly purchase **insurance** and administrative services in connection with **Joint Protection Programs** for said cities; and

WHEREAS, the Tulare-Kings Municipal Risk Management Authority, a public entity, was created by an initial Agreement dated April 1, 1979, among various cities within the Counties of Tulare and Kings; and

WHEREAS, the name of the organization was changed to the Central San Joaquin Valley Risk Management Authority on July 1, 1981; and

WHEREAS, the initial Agreement was amended on January 1, 1985 and July 1, 1994 by a two-thirds vote of the **Member Cities'** city councils; and

WHEREAS, said **Member Cities** have determined that it is again appropriate and in the public interest to make certain technical corrections and additions to this Agreement which will provide clarification and will permit the governing body to meet a minimum of two times a year to conduct that business which only the governing body may act upon; and

WHEREAS, it is therefore necessary to amend said Joint Powers Agreement; and

WHEREAS, said Agreement provides that amendments to the Agreement may be made by a vote of two-thirds (2/3rds) of the **Member Cities** by resolution of the City Councils of said Cities:

NOW, THEREFORE, for and in consideration of the execution of this Agreement by two-thirds (2/3rds) of the **Member Cities**, each of the **Member Cities** which are parties hereto does hereby adopt this amended Agreement, dated July 1, ~~2025~~¹⁹⁹⁴, which concurrently supersedes that certain Agreement creating the **Authority**, dated April 1, 1979, and all amendments thereto.

ARTICLE I
DEFINITIONS

The following words, when typed in bold print within the provisions of this Agreement, shall have the following definitions:

"Administrator" shall mean that person or group appointed by the Executive Committee and given responsibility for the management, administration, and operation of the **Authority**.

"Agreement" shall mean the Joint Powers Agreement creating the Central San Joaquin Valley Risk Management Authority.

"Authority" shall mean the Central San Joaquin Valley Risk Management Authority, aka the RMA.

"Board of Directors" or **"Board"** shall mean the governing body of the **Authority**.

"Broker" shall mean the insurance broker hired by the Executive Committee to acquire insurance coverage.

"Claims" shall mean demands made against the **Authority** arising out of occurrences which are claimed to be within one of the **Authority's Joint Protection Programs** as developed by the **Board**.

"Deposit Premium" shall mean the annual dollar amount determined by the Board of Directors payable by each Member City for the purpose of self-insurance coverage, excess insurance premiums, and administrative costs, charged for the purpose of carrying out the powers of the Authority, ~~those funds charged for the purpose of self-insured coverage.~~

"Executive Committee" shall mean the elected officers and the representatives appointed by each region to represent that region.

"Fiscal Year" shall mean the period July 1 to June 30 of each year.

"Insurance" shall mean any commercial insurance coverage.

"Insurance Premium" shall mean those funds charged for the payment of group purchased insurance.

"Joint Protection Programs" shall mean any program to provide risk sharing or insurance coverage under this Agreement and shall include a determination as to the amount of initial **Insurance Premiums** and/or **Deposit Premiums**, a precise allocation plan and formula, and a determination of the amount and type, if any, of excess **insurance** to be purchased. Included within the term **Joint Protection Program** is the identification of exposures to accidental loss, the reduction or limitation of losses to **Member City** properties and from injuries to persons or property caused by the operations of **Member Cities** and the funding

of those risks, together with any other functions appropriate or necessary to the functioning of the **Joint Protection Program**.

"**Master Plan Document**" shall mean the document, formally adopted by the Executive Committee participating Member Cities, containing the provisions setting forth the operations, policies, and provisions of a self-insured or pooled coverage program, which shall include, but not be limited to, the following:

1. The scope of the program;
2. The procedures to be followed;
3. Who may participate;
4. Any limits or restrictions;
5. How **Deposit Premiums** are determined;
6. How refunds, if any, are determined;
7. Commitments required by participants; and
8. How the document may be amended.

"**Member City**" shall mean a city which is an incorporated municipality organized with a council, City Manager/Administrator form of government, which has been approved for participation in the **Authority** by the **Executive Committee** in accordance with applicable provisions of the Agreement and the Bylaws, and has signed the Agreement.

"**Operating Fund**" shall mean the fund established by the **Authority** for the purpose of paying just demands submitted to the **Authority**.

"**Representative**" shall mean the person, ~~normally the City Manager/Administrator of the Member City, who has been~~ designated in writing by the **Member City** to represent and act for and on behalf of the **Member City** regarding any matter before the **Authority's Board** or **Executive Committee**. The Representative must be either: (a) the City Manager/Administrator or (b) a person designated by the City Manager/Administrator who holds a management/organizational position with the Member City and whose responsibilities include all or part of the Member City's risk management functions (i.e., finance, human resources, claims/losses, insurance, and safety/risk control).

"**Self-Insurance**" shall mean the process whereby the **Authority** maintains sufficient reserves to pay all **claims** and associated expenses of a risk ~~exposure area~~ without purchasing **insurance** to cover the risk or a portion of the risk.

ARTICLE II PURPOSES

The purpose of this Agreement is to provide joint powers common to each **Member City** for **insurance** purposes; to pool self-insured claims and losses, to purchase or participate in excess pooling or excess insurance coverage, and to provide related administrative services including risk management, consulting, actuarial services, claims adjusting and legal defense services; and share risks; to implement risk management principles; and to provide for the future inclusion of additional incorporated municipalities desiring to become parties to the Agreement.

ARTICLE III CREATION OF JOINT POWERS AUTHORITY

- ~~A.~~ Pursuant to Section 6500, et. seq. of the California Government Code, the Authority is a public entity separate and apart from the parties to this Agreement. Pursuant to Government Code Section 6508.1, the debts, liabilities, and obligations of this joint powers authority shall not constitute debts, liabilities, or obligations of any party to this Agreement.
- ~~B.~~ It is the express understanding of all parties that the **Authority** created originally on or about April 1, 1979, is the same **Authority** continued under this Agreement, even though some powers and procedures may be changed by this Agreement.
- ~~C.~~ The **Authority**, its **Board**, officers, membership, and staff shall be governed by this Agreement, the Bylaws, **Master Plan Documents**, Memoranda of Coverage, and other documents duly adopted by the **Authority**.

ARTICLE IV PARTIES TO AGREEMENT

- ~~A.~~ Each city which has applied to and been accepted as a member of the **Authority** is a party to the Joint Exercise of Powers Agreement. ~~Each party to the Agreement shall be bound by this Agreement when two-thirds (2/3rds) of the city councils of the **Member Cities** have adopted this amended Agreement.~~ A party to this Agreement certifies that it intends to and does contract with the **Authority** and with all other **Member Cities** which have signed this Agreement and, in addition, with each city which may hereafter be added as a party to and may sign this Agreement. ~~Each city which has or may hereafter sign this Agreement also certifies that the deletion of any city from the **Authority** by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this Agreement nor each **Member City's** intent to contract as described above with the then remaining **Member Cities**.~~
- ~~B.~~ Each city which is a member of the **Authority** at the time this amended Agreement is adopted by two-thirds (2/3rds) of the **Member Cities**, certifies that it intends to and does hereby contract with the **Authority** and with all other current **Member Cities**, and in addition, with each city which may hereafter be added as a party to and may sign this Agreement.

ARTICLE V MEMBERSHIP

A. ELIGIBILITY

To be a member of this **Authority**, a city must be an incorporated municipality which is characterized by having professional management as typified by a bona fide Council Manager/Administrator form of government and must be approved for participation in the **Authority** in the manner provided by the Bylaws.

B. NEW MEMBERS

Eligible incorporated municipalities may become a party to this Agreement pursuant to the Bylaws of the **Authority**.

ARTICLE VI
TERM OF AGREEMENT

This Agreement, as amended, shall become effective when approved by two thirds (2/3rds) of the respective City Councils of the **Member Cities**. ~~When effective, this Agreement, as may be amended from time to time, shall continue thereafter until terminated as herein provided.~~ This Agreement shall become effective as to any new **Member City** in accordance with the Bylaws and **Master Plan Documents** of the **Authority**.

ARTICLE VII
POWERS OF THE **AUTHORITY**

~~A. The **Authority** shall have all of the powers common to **Member Cities** and all additional powers set forth in Section 6500, et. seq. and Section 989, et. seq. of the Government Code and other applicable law. The **Authority** shall have all of the rights, immunities, privileges, and defenses afforded each **Member City** and peculiar to the particular **Member City** being sued or against which there has been a claim.~~

Pursuant to and to the extent required by Government Code section 6509, the Authority shall be restricted in the exercise of its powers in the same manner as the City of Ripon is restricted in the exercise of its powers. In the event the City of Ripon shall cease to be a Member of the Authority, then the Authority shall be restricted in the exercise of its powers in the same manner as the City of Madera.

The **Authority** is hereby authorized to do all acts necessary or appropriate for the exercise of said powers, including, but not limited to any or all of the following:

1. ~~to~~ Make and enter into contracts;
2. ~~to~~ Incur debts, liabilities, and obligations, but no debt, liability, or obligation of the **Authority** is a debt, liability, or obligation of a **Member City** ~~which is a part of this Agreement~~ except as otherwise provided;

3. ~~to~~ Assess Member Cities ~~as deemed appropriate for good cause as determined by~~ the Executive Committee;
4. ~~to~~ Acquire, hold, or dispose of real and personal property;
5. ~~to~~ Receive contributions and donations of property, funds, services, and other forms of assistance from any sources;
6. ~~to~~ Sue and be sued in its own name;
7. ~~to~~ Employ agents and employees;
8. ~~to~~ Acquire, construct, manage, and maintain buildings;
9. ~~to~~ Lease real or personal property, including ~~property that~~ of a Member City; and
10. to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement or otherwise authorized by law.

~~B. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.~~ This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

ARTICLE VIII BOARD OF DIRECTORS

A. STRUCTURE

The Authority shall be governed by a Board composed of one Representative from each Member City, each serving in an individual capacity as a member of the Board. Each Member City shall appoint one Representative. Appointments shall be limited to the City Manager/Administrator of each Member City or his/her authorized delegate. Each Member City shall also appoint one alternate Representative. The alternate Representative may attend and may participate in any meeting of the Board. When the regular Representative for whom he/she is an alternate is absent from the meeting, the alternate Representative may vote. Each Representative serves at the pleasure of the Member City being represented. Each Representative has one vote as the member of the Board. Representatives are not entitled to compensation. However, the Executive Committee may authorize reimbursement for expense incurred by a Representative in connection with his/her duties for the Authority.

B. MEETINGS OF THE BOARD

The Board shall hold at least two meetings each year. The Executive Committee shall ~~determine~~ ~~fix by resolution~~ the date upon which and the hour and place at which each regular meeting is to be held.

Commented [JW1]: Meetings will continue to be adopted by the EC, but in a less formal manner than by resolution.

The President may call for a special meeting of the Board in compliance with open meeting laws in the State of California or a majority of the Representatives may call for a special meeting by filing a written request with the Secretary. The President must then set a date, time, and place for the meeting to be held within 30 days and must make provision for

notice of the special meeting being given.

Each meeting of the **Board**, and each meeting of the **Executive Committee**, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950 et. seq. of the Government Code).

The **Authority** shall have minutes of regular and special meetings kept. ~~As soon as possible after each meeting, copies of the minutes shall be forwarded to each Member City.~~

A majority of the members of the **Board** is a quorum for the transaction of business. ~~However, less than a quorum may adjourn from time to time. A vote of the majority of a quorum at a meeting is sufficient to take action, unless otherwise specified.~~

C. POWERS OF THE BOARD OF DIRECTORS

The **Board** shall provide policy direction for the **Executive Committee**, the officers, and the **Administrator**. ~~The Board may delegate any and all of its authority to the Executive Committee except the following:~~

1. ~~Amendments to~~ ~~change~~ the Bylaws, which requires at least a two-thirds (2/3rds) vote of the **Board**;
2. ~~creation of~~ any new **Joint Protection Program**;
3. ~~termination of~~ ~~a~~ any **Joint Protection Program**;
4. ~~expulsion of~~ a **Member City**;
5. ~~adoption of~~ an operating budget for the **Authority**;
6. ~~change or revise~~ ~~Amendments to~~ the **Authority's** Conflict of Interest Code; and
7. ~~Authorization for~~ the issuance, modification, or defeasance of bonds.

ARTICLE IX BYLAWS AND REGULATIONS

The **Board** shall adopt Bylaws and general regulations not inconsistent with State law and this Agreement.

ARTICLE X EXECUTIVE COMMITTEE

The **Board** shall establish an **Executive Committee** and delegate functions not otherwise reserved to the entire **Board**. ~~The Executive Committee shall be appointed, have the powers, and hold meetings as set forth in the Bylaws.~~

ARTICLE XI OFFICERS

The officers of the **Authority** shall consist of an elected President, First Vice President, and Second Vice President, and an appointed **Administrator**, Secretary, and Treasurer. ~~Other offices may be created by the Bylaws, Master Plan Documents, or the Administrator, subject to the approval of the Board or the Executive Committee, as applicable.~~ All offices shall be filled and have the powers and responsibilities as prescribed in the Bylaws or **Master Plan Documents**.

~~The president shall appoint someone other than the treasurer to perform the functions of auditor/controller of the Authority. shall be performed by the Authority's contracted administration firm officers or employees or in-house staff, or the president may assume these functions as a collateral duty of the presidency. The auditor/controller must be a member of the Board.~~ The **Treasurer** and auditor/controller have the powers, duties, and responsibilities specified in Government Code Section 6505.6. ~~The Board shall require the treasurer and auditor/controller to file with the Authority an official bond in the amount to be fixed by the Board. The Authority shall pay the cost of bond premiums required by this section. The Authority shall purchase a bond which includes coverage for the duties performed by the Treasurer and the auditor/controller.~~

Commented [JR2]: Staff conformed this section to reflect current practices/align with 6505.6.

ARTICLE XII JOINT PROTECTION PROGRAMS

- ~~A.~~ The **Executive Committee** may at any time, and from time to time, offer to the **Board** for adoption such **Joint Protection Programs** as may be deemed desirable. ~~All Member Cities shall participate in those mandatory Joint Protection Programs as set forth in the Bylaws.~~ All other **Joint Protection Programs** shall be optional. ~~The Board shall establish the amount of Deposit Premium, determine the amount of loss reserve contribution, provide for the handling of claims, and otherwise establish the policies and procedures necessary to provide a particular Joint Protection Program for Member Cities.~~
- ~~B.~~ Each **Joint Protection Program** shall remain separate and distinct from every other **Joint Protection Program** and the liability and obligations of each program, and its participating **Member Cities** shall not be a liability or obligation of another program or participating **Member City** of another program. ~~A Member City's participation in one program shall not obligate it or its funds on deposit with the Authority, to the debts, obligations, or liabilities of any other program.~~ Separate accounting shall be maintained for each **Joint Protection Program**.

ARTICLE XIII RESERVE FUNDS

The **Authority** may establish a fund for the purpose of paying the losses and establishing a reserve

to cover the retained portion of losses that may be insured against by the **Authority** or the **Member Cities**. ~~The funds treasurer shall be invested and reinvest the funds~~ in compliance with the **Authority's** Investment Policy and relevant State laws, ~~and in the same manner as if they were Member City funds.~~

Commented [JR3]: This change is to allow for the potential formation of a captive entity, and investment under other state laws.

Refunds shall be made in accordance with the Master Plan Document for each program.

Commented [JR4]: The MPD will be amended to provide for flexibility in the payment of refunds. Recall board action to ratify decisions of executive committee in withholding refund amounts.

ARTICLE XIV OPERATING FUND

The **Authority** shall establish an **Operating Fund**. The **Operating Fund** is for the purpose of paying **insurance premiums, broker's fees**, adjusting fees, consultant and legal fees, and such other items as are appropriate. ~~Just demands for payment shall be made by warrants in compliance with the adopted budget.~~ The warrants shall be paid as directed by the **Executive Committee**. ~~The Board~~ may establish such other funds as it considers appropriate which shall be maintained and invested in the same manner as the **Operating Fund**.

ARTICLE XV BUDGET

The **Board** shall adopt a budget annually.

ARTICLE XVI FUNDING AND PROCEDURES FOR CALCULATING ANNUAL CONTRIBUTIONS

The provisions for funding and calculating annual contributions shall be as set forth in the Bylaws and the **Master Plan Documents** for each program.

ARTICLE XVII RESPONSIBILITIES OF **AUTHORITY**

The **Authority** may perform or have performed the following functions in discharging its responsibilities under this Agreement:

1. assist **Member Cities** in developing their risk management programs ;
2. participate in risk management advisory committees formed by **Member Cities**;
3. provide loss prevention, safety, and security services;
4. provide all program services as required by program **Master Plan Documents** ;
5. provide loss analysis control by use of statistical analysis, data processing, and

- record and file keeping services. The purpose of this information is to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;
6. conduct risk management audits to review the participation of each **Member City** in the program; and
 7. perform other functions as required by the **Board** for the purpose of accomplishing the goals of this Agreement.

ARTICLE XVIII RESPONSIBILITIES OF **MEMBER CITIES**

The **Member Cities** have the following responsibilities:

1. pay all financial obligations to the **Authority** within the time prescribed;
2. appoint an individual to be responsible for coordinating the risk management activities of his/her **Member City** with the **Authority**;
3. conduct its operations in a manner which enhances safety and loss control consistent with recommendations by **Authority** staff;
4. adopt a risk management program; carry out the duties and responsibilities as assigned or mandated by the Board of Directors and/or the Executive Committee which may include, but are not limited to, adherence to and/or adoption of policies and procedures, support of initiatives deemed necessary for the proper functioning of the **Authority**, and timely execution of tasks deemed necessary for the operation and governance of the **Authority**;
5. establish a risk management advisory committee to work with the risk manager of the **Authority**;
6. maintain an active safety committee;
7. report to the risk manager during the development stages the addition of new programs or the significant reduction or expansion of existing programs;
8. permit and assist the **Authority** in conducting on-site safety and loss control inspections and/or safety or risk management audits as required by the **Board**;
9. submit DE3-DPs to the **Authority** concurrent with the submission dates established by the State of California;
10. submit underwriting information requested by the **Authority** on a timely basis;
11. provide accurate statistical data concerning the **Member City** to the **Authority** when requested;
12. cooperate fully with the **Authority** in determining the cause of losses and in the settlement of losses;
13. cooperate to the fullest extent with the **Authority's** Litigation Manager on matters of **claims** and the conduct of defense of **claims**; and
14. comply with risk management requirements established under the authority of this Agreement.

Commented [JW5]: This will be included in the program master plan document

ARTICLE XIX

WITHDRAWAL

Any **Member City**, at their sole discretion, may voluntarily withdraw from membership in the **Authority** only at the end of any **fiscal year** by notifying the **Authority** in writing six (6) months prior to the end of any **fiscal year**, or at any other time which is agreed to by the **Board**, unless otherwise prohibited in the **Master Plan Document** of any program. ~~A~~ A notice of withdrawal shall be final and irreversible upon its receipt by the **Authority** unless the **Board** authorizes it to be rescinded by the **Member City**.

ARTICLE XX
INVOLUNTARY TERMINATION

A **Member City** may be removed from this Agreement by a two-thirds (2/3rds) vote of the **Board** for non-compliance with ~~any~~ any provision of the governing documents. ~~Such~~ Such involuntary termination shall proceed in accordance with the provisions set forth in the Bylaws.

ARTICLE XXI
CONTINUED LIABILITY

Upon any withdrawal or involuntary termination of a **Member City**, the said **Member City** shall continue to be responsible for any unpaid **insurance premiums**, **deposit premiums**, surcharges, administration costs, and **claims** and for any debts and assessments in accordance with the provisions of this Agreement, the Bylaws, Resolutions, and the **Master Plan Documents of Joint Protection Programs** in which the **Member City** has participated.

ARTICLE XXII
REFUNDS UPON WITHDRAWAL OR INVOLUNTARY TERMINATION

~~A.~~ In the event a **Member City** withdraws from the **Authority** or its membership is involuntarily terminated, said **Member City** shall thereafter be entitled to receive its unobligated share of monies held by the **Authority**, less any and all amounts owed the **Authority** whether contingent or not, by the said withdrawing or terminated **Member City**. ~~The~~ The remainder of any funds held by the **Authority** for the withdrawing or terminating **Member City** subject to any retention amount as provided below, shall be the unobligated share and shall be refunded to the **Member City** and shall be accepted in full settlement and satisfaction against any **claims** the **Member City** may have against the **Authority**. ~~The~~ The **Authority** shall require that sufficient funds are retained on deposit with the **Authority** to completely pay any and all unpaid **insurance premiums**, **deposit premiums**, surcharges, administration costs, or **claims**, including any amounts for unreported **claims** and maturity of **claims** against said withdrawing or terminating **Member City**, and the amount to be retained on deposit shall be determined by the **Authority**. ~~Any~~ Any and all rights, entitlements, benefits, and obligations after withdrawal or termination shall be subject to ongoing obligations and responsibilities agreed to by a **Member City** by agreeing to

participate in any pooled **Joint Protection Programs**.

ARTICLE XXIII
TERMINATION OF **AUTHORITY**

The **Authority** may be terminated at any time if two-thirds (2/3rds) of the respective city councils of the then-**Member Cities** adopt a resolution requesting termination of the **Authority**; provided, however, that this Joint Powers Agreement and the **Authority** shall continue to exist for the purpose of disposing of all **claims**, concluding any pending litigations, for the liquidation and distribution of assets, and for all other functions necessary to conclude the affairs of the **Authority**.
~~The Board shall take whatever action is necessary or appropriate to cause these ongoing responsibilities to be discharged and to effectively close out the affairs of the Authority.~~ Upon completion of the liquidation and dissolution of the **Authority**, the **Authority** shall pay to each city which was a member of the **Authority** at the time of termination its pro rata share based on a city's contribution to the **Authority**, as determined by an independent Certified Public Accountant which has audited the financial records of the **Authority**, of the remaining assets of the **Authority** and shall pay to each **Member City** all monies held by the **Authority** in the reserve funds of that **Member City**.

ARTICLE XXIV
AUDIT

~~A.~~ The **Authority** shall obtain an annual certified audit of its accounts and financial records which shall be made by a Certified Public Accountant and shall conform to generally accepted auditing standards.

ARTICLE XXV
ARBITRATION

Any controversy between the parties hereto arising out of this Agreement shall be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure.

ARTICLE XXVI
BINDING EFFECT OF BYLAWS, **MASTER PLAN DOCUMENTS**,
AND MEMORANDA OF COVERAGE

Each party to this Agreement by the execution hereof agrees to be bound by and to comply with all of the terms and conditions of this Agreement, the Bylaws, the **Master Plan Documents**, Memoranda of Coverage, and any resolution adopted by the **Authority**, the **Board of Directors**, or the **Executive Committee** as they now exist or may hereafter be adopted or amended.

ARTICLE XXVII
ENFORCEMENT

The **Authority** is hereby granted authority to enforce this Agreement. In the event action is instituted by the **Authority** to enforce any term of this Agreement, the Bylaws, or the **Master Plan Document** of any program against any **Member City**, the prevailing party shall be entitled to reasonable attorney fees and costs incurred because of said action, in addition to other appropriate relief.

ARTICLE XXVIII
AMENDMENTS

This Agreement may be amended by written resolution approved and signed by two-thirds (2/3rds) of the respective city councils of the **Member Cities** that are parties to this Agreement. Upon signature of any amendment by two-thirds (2/3rds) of the **Member Cities**, any **Member City** failing or refusing to abide by such amendment may be involuntarily terminated as a party to this Agreement as provided herein.

ARTICLE XXIX
NOTICES

Notices under this Agreement shall be sufficient if delivered to the office of the Clerk or Secretary of the respective jurisdictions.

ARTICLE XXX
COUNTERPARTS

This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

Dated: _____

MEMBER CITY

BY: _____



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: September 2, 2025

SUBJECT: General Services – Approval - Claim Rejection of the General Liability Claim on behalf of Jose Araiza, Gabriela Araiza, Damien Araiza, and Christian Araiza.

ATTACHMENTS: None.

RECOMMENDATION

Reject the General Liability Claim filed on behalf of Jose Araiza, Gabriela Araiza, Damien Araiza, and Christian Araiza.

EXECUTIVE SUMMARY

On behalf of Jose Araiza, Gabriela Araiza, Damien Araiza, and Christian Araiza (claimants), the City received claims on July 31, 2025, alleging the Clovis Police Department acted negligently while engaged in a high-speed vehicle pursuit that occurred on March 29, 2025, which caused major injuries and property damage. It is recommended that the City reject the claim, send notice of rejection, and refer the matter to the City's third-party administrator for liability claims for further investigation and handling.

BACKGROUND

On July 31, 2025, the City of Clovis received General Liability Claims on behalf of Jose Araiza, Gabriela Araiza, Damien Araiza, and Christian Araiza, by Fowler, Helsel, Vogt, Esq., located in Fresno, CA. The claims were considered legally sufficient and timely. The claims allege that officers negligently pursued a vehicle near the intersection of Temperance Avenue and Belmont Avenue, and caused a multi-vehicle collision, which resulted in multiple injuries and property damages.

The claimants seeks damages for injuries, and loss. The claim has been filed as a "civil unlimited case".

FISCAL IMPACT

Rejection of the claim does not result in any fiscal impact.

REASON FOR RECOMMENDATION

It is recommended that the claims be rejected. The City's liability is disputed, and although the claims are legally sufficient, the amount of the alleged damages sustained by the claimants may also be disputed. Rejecting the claims and sending notice of rejections in accordance with the Government Claims Act will commence the time in which claimants may file a lawsuit against the City based on the claims.

ACTIONS FOLLOWING APPROVAL

A rejection notice letter will be sent to the claimants informing them that the claims have been rejected.

CONFLICT OF INTEREST

None.

Prepared by: Charles W. Johnson, Senior Management Analyst

Reviewed by: City Manager AK



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: September 2, 2025

SUBJECT: General Services – Approval - Claim Rejection of the General Liability Claim on behalf of Jerrold Robertson.

ATTACHMENTS: None.

RECOMMENDATION

Reject the General Liability Claim filed on behalf of Jerrold Robertson.

EXECUTIVE SUMMARY

On behalf of Jerrold Robertson (claimant), the City received a revised claim on July 30, 2025, alleging the City of Clovis failed to maintain a sidewalk, which caused him to trip and fall. Mr. Robertson is seeking compensation in an amount that exceeds the limits for a limited civil case. It is recommended that the City reject the claim at this time, send notice of rejection, and refer the matter to the City's third-party administrator for liability claims for further investigation and handling.

BACKGROUND

On May 19, 2025, Mr. Jerrold Robertson allegedly fell and injured himself on N. DeWolf Avenue between Fairmont Avenue and San Gabriel, across from 4948 N. DeWolf Avenue due to a raised, and uneven sidewalk. Mr. Robertson further alleges the defective sidewalk caused a dangerous and hazardous condition to public property.

On July 30, 2025, a revised General Liability Claim was submitted to the City of Clovis on behalf of Mr. Robertson. The revised claim was considered legally sufficient and timely. Mr. Robertson seeks damages for emotional distress, medical bills, and wage loss. The claim has been filed as a "civil unlimited case".

FISCAL IMPACT

Rejection of the claim does not result in any fiscal impact.

REASON FOR RECOMMENDATION

It is recommended that the claim be rejected. The City's liability is disputed, and although the claim is legally sufficient, the amount of the alleged damage sustained by the claimant may also

be disputed. Rejecting the claim and sending notice of rejection in accordance with the Government Claims Act will commence the time in which claimant may file a lawsuit against the City based on the claim.

ACTIONS FOLLOWING APPROVAL

A rejection notice will be sent to the claimant informing him that the claim has been rejected.

CONFLICT OF INTEREST

None.

Prepared by: Charles W. Johnson, Senior Management Analyst

Reviewed by: City Manager AH



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: September 2, 2025

SUBJECT: Planning and Development Services – Approval – Final Acceptance for Final Map for Tract 6277, located at the northeast area of Locan Avenue and Teague Avenue (Tarlton Fresno, LLC).

ATTACHMENTS: 1. Vicinity Map

RECOMMENDATION

For the City Council to:

1. Accept the public improvements for Tract 6277, and authorize recording the Notice of Completion; and
2. Authorize the release of the Performance Surety immediately and then release of the Labor and Materials Surety ninety (90) days after the recordation of the Notice of Completion, (provided no lien has been filed) and release of Public Improvements Maintenance Surety upon the expiration of the one-year warranty period and provided any defective work has been repaired to the City's satisfaction.

EXECUTIVE SUMMARY

The owner, Tarlton Fresno, LLC, has requested final acceptance of the public improvements constructed or installed in conjunction with this tract. The public improvements include all those shown on the subdivision improvement plans approved by the City Engineer. The construction or installation of the public improvements is complete. The owner has requested final acceptance. Staff is recommending approval of their request.

All landscaping, including sidewalks along the side yards of lots have been constructed. The construction or installation of the public improvements is complete with the exception to the sidewalk fronting the homes yet to be built. The remaining sidewalk will be constructed under separate permits as the homes are built. The owner has requested final acceptance. Staff is recommending approval of their request.

BACKGROUND

City inspection staff, including those of the various affected departments, has certified that all the public improvements requested for acceptance have been constructed or installed in accordance with the approved plans, specifications and standards, and to the satisfaction of the City Engineer. The developer has furnished the required Maintenance Surety to guarantee the accepted public improvements for a period of one year from the date of Council acceptance.

FISCAL IMPACT

The cost for periodic routine maintenance, as well as repairs needed as the improvements deteriorate with age and usage, will be incorporated to the annual maintenance budget of the Public Utilities Department as these costs are identified.

REASON FOR RECOMMENDATION

The Subdivision Map Act requires that once construction of the required improvements have been completed in compliance with all codes, plans, and specifications, and all other required documents have been completed and submitted, final acceptance is required, and the appropriate sureties are released.

ACTIONS FOLLOWING APPROVAL

Record the Notice of Completion and release the Performance, Labor and Materials, and Maintenance Sureties as appropriate.

CONFLICT OF INTEREST

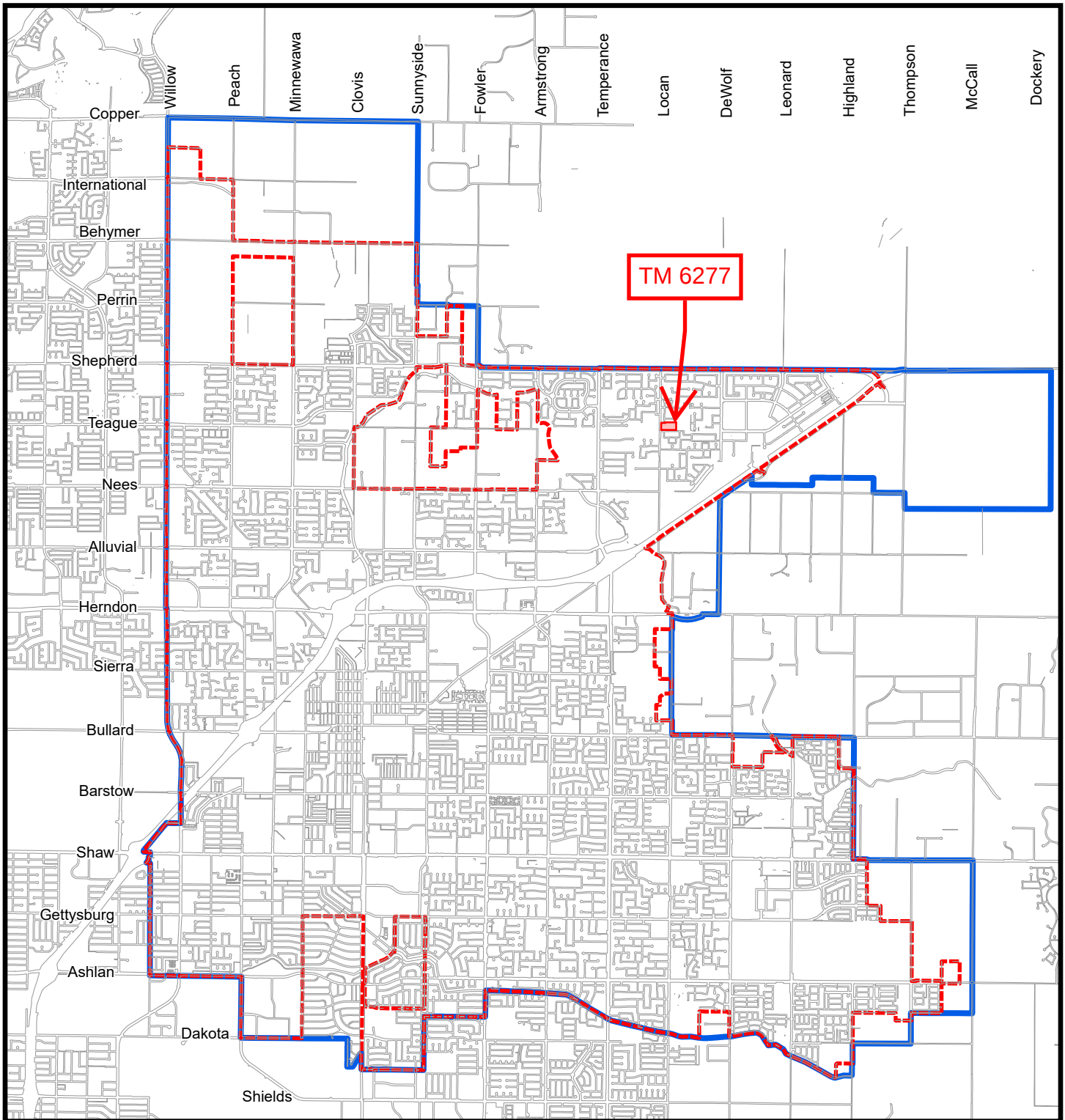
Mayor Pro Tem Pearce owns real property within 1,000 feet of the project site.

Prepared by: Christopher Kelly, Civil Engineer

Reviewed by: City Manager AK

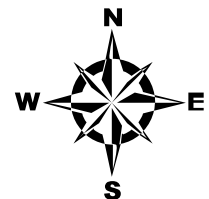
VICINITY MAP

TM 6277



Legend

- City Limits
- Sphere of Influence



Attachment 1



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: September 2, 2025

SUBJECT: Planning and Development Services - Approval – Res. 25-____, Final Map Tract 6403 located on southeast corner of Gettysburg Avenue and Armstrong Avenue (Gleneagles Homes, a California Corporation).

ATTACHMENTS: 1. Res. 25-____
2. Vicinity Map
3. Final Map Copy

RECOMMENDATION

For the City Council to approve Res. 25-____, which will:

1. Accept the offer of dedication of public utility easements within Tract 6403; and
2. Authorize the recording of the final map.

EXECUTIVE SUMMARY

The owner, Gleneagles Homes, a California Corporation, 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 located on southeast corner of Gettysburg Avenue and Armstrong Avenue. It contains approximately 5 acres and consists of 15 residential units, zoned R-1.

BACKGROUND

The owner, Gleneagles Homes, a California Corporation, acting as the subdivider, has submitted a final map that has been deemed technically correct. 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 all the required improvements in compliance with the conditions of approval, and they are adequately secured.

FISCAL IMPACT

The subdivider will be installing curb, gutter, sidewalk, 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 power and PG&E will provide maintenance. The subdivider will be installing privately owned curb, gutter, sidewalk, fire hydrants, street paving, and landscaping, which will be maintained by the private Homeowners Association (HOA). For the private on-site streetlights, the HOA will pay for power and PG&E will provide 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.

CONFLICT OF INTEREST

Councilmember Lynne Ashbeck owns real property within 1,000 feet of the project site.

Prepared by: Ruben Amavizca, Engineer II

Reviewed by: City Manager AA

RESOLUTION 25-__**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING FINAL
SUBDIVISION MAP FOR TRACT NO. 6403**

WHEREAS, a final map has been presented to the City Council of the City of Clovis for Tract 6403, 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 of Clovis as follows:

1. The final map of Tract 6403, consisting of two (2) sheets, a copy of which is on file with the City Clerk, and the same is hereby approved.
2. The subdivision improvement plans for said tract are being processed by City staff for approval.
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 \$1,673,187.45.
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 \$1,673,000.00 for guaranteeing specific performance of said agreement and fifty percent (50%) of the remaining improvements or the sum of \$837,000.00 for payment of labor and materials furnished by contractors, subcontractors, laborers 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 \$167,300.00 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 September 2, 2025, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN

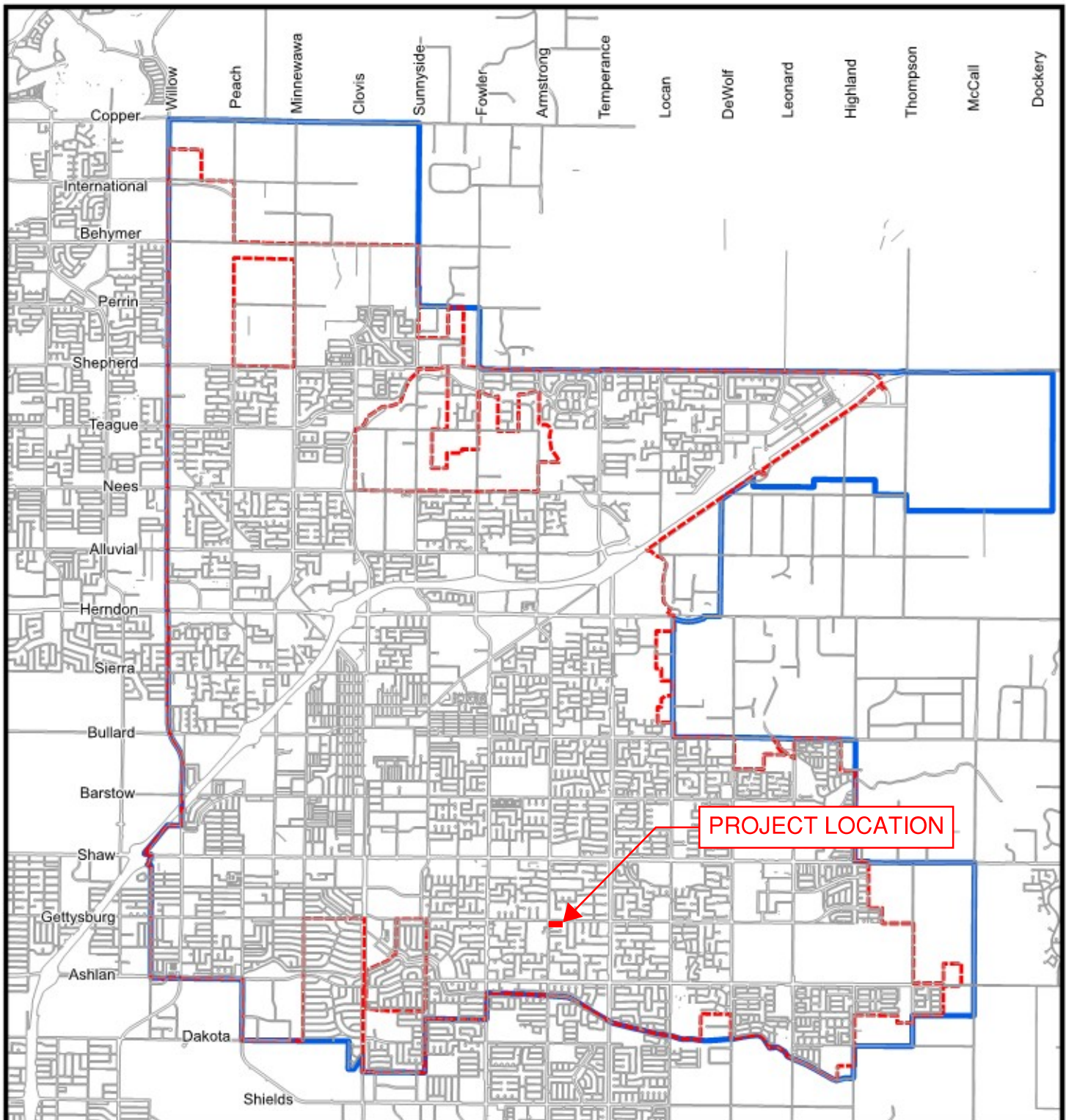
DATED:

Mayor

City Clerk

VICINITY MAP

TM 6403 - Gleneagles Homes, a California Corporation



Legend

- City Limits
- Sphere of Influence



Attachment 2

SUBDIVISION MAP OF

TRACT NO. 6403

IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA,
SURVEYED AND PLATTED IN AUGUST, 2022 BY HARBOUR & ASSOCIATES
CONSISTING OF 2 SHEETS
SHEET 1 OF 2

OWNER'S STATEMENT

THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND WITHIN THIS SUBDIVISION, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND OFFER FOR DEDICATION FOR PUBLIC USE THE PARCELS AND EASEMENTS SPECIFIED ON SAID MAP AS INTENDED FOR PUBLIC USE FOR THE PURPOSES SPECIFIED THEREIN.

GLENEAGLES HOMES, A CALIFORNIA CORPORATION

Gary L. McDonald
GARY L. McDONALD, SECRETARY

NOTARY ACKNOWLEDGEMENTS

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 8-16-2025, 2025, BEFORE ME Wanda Adams Neff, NOTARY PUBLIC, PERSONALLY APPEARED GARY L. McDONALD, 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 IT THEY EXECUTED THE SAME IN HIS/HER/ITS/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY S/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, I WITNESS MY HAND.

NAME Wanda Adams Neff SIGNATURE [Signature]

MY COMMISSION EXPIRES 2-9-28 COUNTY OF FRESNO

COMMISSION NUMBER 24371661

LEGAL DESCRIPTION

THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT TOWNSHIP PLATS.

EXCEPTING THEREFROM ANY PORTION THEREOF LYING SOUTH OF THE NORTH LINE OF TRACT NO. 5147 ACCORDING TO THE MAP THEREOF FILED FOR RECORD NOVEMBER 4, 2016 IN BOOK 86 OF PLATS, AT PAGES 44 AND 45, FRESNO COUNTY RECORDS.

ALSO EXCEPTING THEREFROM ANY PORTION THEREOF LYING EAST OF THE WEST LINE OF TRACT NO. 3981, ASHLEY ESTATES II, ACCORDING TO THE MAP THEREOF FILED FOR RECORD JULY 28, 1989 IN BOOK 49 OF PLATS, AT PAGES 3 AND 4, FRESNO COUNTY RECORDS.

AND ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF CLOVIS BY GRANT DEED RECORDED JUNE 26, 1998 AS DOCUMENT NO. 98089798, FRESNO COUNTY RECORDS.

THIS LAND IS SUBJECT TO THE FOLLOWING:

1. SAID LAND LIES WITHIN THE FRESNO METROPOLITAN FLOOD CONTROL DISTRICT AND IS SUBJECT TO DRAINAGE FEES AND/OR REQUIREMENTS TO CONSTRUCT PLANNED LOCAL DRAINAGE FACILITIES, AS DISCLOSED BY INSTRUMENT ENTITLED "RESOLUTION NO. 1816 - THE BOARD OF DIRECTORS OF THE FRESNO METROPOLITAN FLOOD CONTROL DISTRICT", RECORDED JULY 31, 1995 AS SERIES NUMBER 65092128, O.R.F.C.

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 GLENEAGLES HOMES, ON AUGUST 1, 2022. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE ONE YEAR AFTER 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.



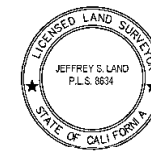
[Signature] 8-5-25
AARON D. SPRAY, PLS 9484 DATE

CITY ENGINEER'S STATEMENT

I, THAD AVERY, CITY ENGINEER OF THE CITY OF CLOVIS, HEREBY STATE THAT I HAVE CAREFULLY EXAMINED THIS MAP, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND 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.



THAD AVERY, R.C.E. 62251 DATE
CITY ENGINEER



CITY SURVEYOR'S STATEMENT

I, JEFFREY S. LAND, CITY SURVEYOR OF THE CITY OF CLOVIS, HEREBY STATE THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT, PURSUANT TO THE PROVISIONS OF THE SUBDIVISION MAP ACT.

JEFFREY S. LAND, P.L.S. 8634 DATE
CITY SURVEYOR

CITY CLERK'S STATEMENT

I, BRIANA PARA, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF CLOVIS, BY RESOLUTION ADOPTED _____, 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.

DATED _____
BRIANA PARA, CITY CLERK

RECORDER'S CERTIFICATE

DOCUMENT NO. _____ FEE PAID \$ _____
FILED THIS _____ DAY OF _____, 20____, AT _____ M. IN VOLUME _____
OF PLATS, AT PAGE(S) _____, FRESNO COUNTY RECORDS, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

PAUL A. DICTOS, CPA
FRESNO COUNTY ASSESSOR-RECORDER

BY: _____
DEPUTY



Harbour & Associates
Civil Engineers
389 Clovis Avenue, Suite 300 • Clovis, California 93612
(559) 325-7876 • Fax (559) 325-7699

W.O. #21-052

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

PUE, OUTLOTS A, B & C PUBLIC UTILITY EASEMENT NOW OFFERED FOR DEDICATION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

△ PUBLIC STREET AND UTILITY PURPOSES.

OUTLOT SCHEDULE:

- OUTLOT A: FOR PRIVATE STREET AND PUBLIC UTILITY PURPOSES.
OUTLOT B: FOR PRIVATE PEDESTRIAN, PRIVATE LANDSCAPING AND PUBLIC UTILITY PURPOSES.
OUTLOT C: FOR PRIVATE LANDSCAPING AND PUBLIC UTILITY PURPOSES.
OUTLOT D: FOR STORM DRAINAGE PURPOSES.

BASIS OF BEARINGS:

THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 21 EAST, M.D.B.&M., WAS TAKEN TO BE NORTH 00°12'40" WEST, AS SHOWN ON THE MAP OF TRACT NO. 6147 RECORDED IN VOLUME 86 OF PLATS AT PAGES 44 AND 45, FRESNO COUNTY RECORDS.

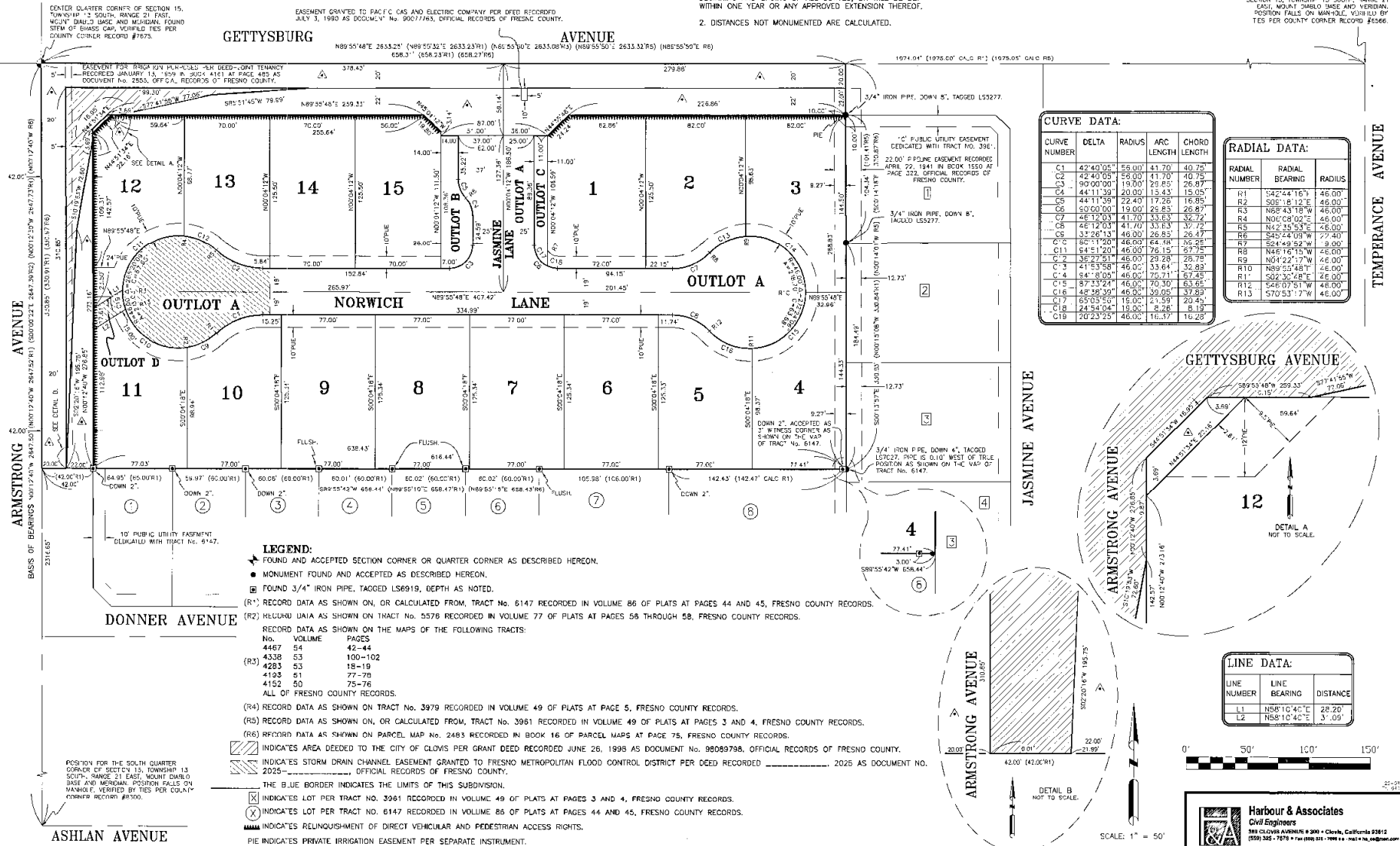
NOTES:

1. 3/4" X 30" IRON PIPE, DOWN 0.5', TAGGED PLS 9484 SET AT ALL LOT CORNERS, BLOCK CORNERS AND BEGINNING AND ENDING OF ALL CURVES, OR WILL BE SET WITHIN ONE YEAR OR ANY APPROVED EXTENSION THEREOF.
2. DISTANCES NOT MONUMENTED ARE CALCULATED.

TRACT NO. 6403

IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA
SURVEYED AND PLATTED IN AUGUST, 2022 BY HARBOUR & ASSOCIATES
CONSISTING OF 2 SHEETS
SHEET 2 OF 2

POSITION FOR THE EAST QUARTER CORNER OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 21 EAST, MOUNT SHILO MEE AND VENDOR POSITION FALLS ON MOUNT SHILO, VERIFIED BY TIES PER COUNTY CORNER RECORD #5566.



TEMPERANCE AVENUE

JASMINE AVENUE

GETTYSBURG AVENUE

DONNER AVENUE

ASHLAN AVENUE

Harbour & Associates
Civil Engineers
380 CLOVIS AVENUE # 200 • Clovis, California 93612
(559) 325-7878 • Fax (559) 325-7898 • e-mail: h&a@h-a.com



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: September 2, 2025

SUBJECT: Planning and Development Services - Approval – Res. 25-____, Annexation of Proposed Tract 6403 located on southeast corner of Gettysburg Avenue and Armstrong Avenue to the Landscape Maintenance District No. 1 of the City of Clovis. (Gleneagles Homes, a California Corporation).

ATTACHMENTS: 1. Res. 25-____

RECOMMENDATION

For the City Council to approve Res. 25-____, which will annex proposed Tract 6403, located on the southeast corner of Gettysburg Avenue and Armstrong Avenue to the Landscape Maintenance District (LMD) No. 1 of the City of Clovis.

EXECUTIVE SUMMARY

The owner, Gleneagles Homes, a California Corporation, acting as the subdivider, has requested to be annexed to LMD No. 1 of the City of Clovis as set forth by the Conditions of Approval for Tentative Tract 6403.

BACKGROUND

Gleneagles Homes, a California Corporation, the developer of Tract 6403, 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

	Tract 6403	Year to Date
LMD Landscaping added:	0.071 acres	0.071 acres
Resource needs added:	0.007 persons	0.007 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 6403 shall become a part of City of Clovis LMD No. 1 and will be assessed next year for maintenance costs.

CONFLICT OF INTEREST

Councilmember Lynne Ashbeck owns real property within 1,000 feet of the project site.

Prepared by: Ruben Amavizca, Engineer II

Reviewed by: City Manager AA

RESOLUTION 25-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
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. 6403, 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, that the City of Clovis 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 September 2, 2025, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN

DATED:

Mayor

City Clerk

ATTACHMENT A

Legal Description

LOTS 1 THROUGH 15, INCLUSIVE, OF TRACT MAP 6403, RECORDED IN VOLUME _____, PAGES _____ THROUGH _____ OF PLATS, FRESNO COUNTY RECORDS.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: September 2, 2025

SUBJECT: Public Utilities – Approval – Terminate Emergency Authorization for the City Manager to Approve and Sign a Contract for Emergency Water Main Repairs in an Amount Not to Exceed \$250,000, Pursuant to Public Contract Code Section 22050.

ATTACHMENTS: 1. Vicinity Map

RECOMMENDATION

For the City Council to terminate the Emergency Authorization for the City Manager to approve and sign a contract for the emergency repair of a 42" transmission water main in an amount not to exceed \$250,000, in accordance with the emergency contracting authorization exception to the formal public project bidding requirements pursuant to Public Contract Code section 22050.

EXECUTIVE SUMMARY

Staff is recommending that Council terminate the emergency authorization for the City Manager to approve and sign a contract for the emergency repair of a 42" transmission water main in an amount not to exceed \$250,000. This authorization process is an exception to the formal public project bidding requirements pursuant to Public Contract Code section 22050.

On May 19, 2025, Council approved Res. 25-52, determining that emergency repairs to public facilities were necessary without formal public project bidding as authorized by Public Contract Code sections 22035 and 22050 and authorizing the City Manager to approve and sign a contract for the emergency repairs in an amount not to exceed \$250,000. Additionally, Public Contract Code section 22050, subd. (c) requires the City Council to review this emergency action authorization at subsequent Council meetings to determine if there is a need to continue the emergency action authorization or to terminate the action.

Since receiving emergency authorization, staff has worked with the contractor – Walsh Montgomery Construction – to excavate and expose the area and cut the steel casing around the pipe to gain access to the location of the leak. Staff then worked with a consulting engineer and the pipe manufacturer to design the repair for the pipeline. Subsequently, staff ordered the pipe repair segment from the pipe manufacturer for \$19,510. Finally, staff contracted with Walsh Montgomery Construction to complete the pipeline repair, perform all testing of the waterline,

backfill and compact the soil, and restore all disturbed surface improvements. The contract for repair work was prepared and signed by the City Manager, as authorized by the Council in Res. 25-52. The Emergency repair work began on June 30, 2025 and was completed on August 1, 2025.

BACKGROUND

A 42" transmission waterline was installed in Locan Avenue between Bullard and Nees Avenues in 2007 by a CIP project, including a segment that traverses under SR 168. The pipeline is located within a 60-inch steel casing as it crosses under SR168. This waterline is the primary supply of water from the Surface Water Treatment Plant to the northeastern portion of the City and is a critical piece of infrastructure.

City staff was notified by the County of Fresno that water was surfacing along Tollhouse Avenue near the location where the waterline crosses under SR 168. Exploratory work identified that the water was coming from a leak in a segment of the 42" pipe inside a 60" steel casing. Subsequently, the waterline was shut down and staff immediately began work to expose and repair the broken section.

Without this critical piece of the City's water infrastructure, the City's ability to reliably supply water and maintain water pressure to the thousands of customers in the northeastern portion of the City would have been compromised during the peak water demand in the summer months. In addition, the large pipe diameter and the specialized pipe material added complexity to the repair and there was concern that material lead times may have delayed restoring the pipe to operation. Therefore, staff made this request while urgently working on the emergency repair plan.

This emergency situation and the need to have this water transmission line in operation to meet peak summer water demands on the City's water system did not allow sufficient time for City staff to prepare the necessary project bid documents, advertise for project bids, and proceed with the normal bidding process and contract award for a public works project estimated to exceed \$75,000. It was critical for this segment of water transmission line to be repaired and in operation for the water system to meet the water demands during the hotter summer months.

Repair work was completed by Walsh Montgomery Construction. The initial bid estimate from WMC was for \$109,839.00. During the course of work, the contractor was required to bring in additional soil for backfill purposes and had to re-establish the brick and mortar plug on the existing casing, which resulted in an additional pay request of \$3,032.29. The total cost of the repair for Walsh Montgomery Construction was \$112,871.29.

The total cost of the emergency repair is summarized as follows:

Acoustic Leak Detection:	\$3,185.00
Exposing Pipe Leak:	\$33,100.00
Repair Piece Acquisition:	\$21,261.03
Repair, Backfill, Paving:	<u>\$112,871.29</u>
Total Cost:	\$170,417.32

FISCAL IMPACT

This work was funded by the Water Enterprise account. Funds are available for this emergency work.

REASON FOR RECOMMENDATION

This was a critical piece of infrastructure that required emergency repair. This was needed to reliably supply water and maintain pressure for the health and safety of water customers and for the preservation of property in the northeast area of the City during the peak water demand in the summer months. Sufficient funds are available for the costs of the repairs, which totaled \$170,417.32 – less than the authorized amount of \$250,000.

ACTIONS FOLLOWING APPROVAL

No further action following approval.

CONFLICT OF INTEREST

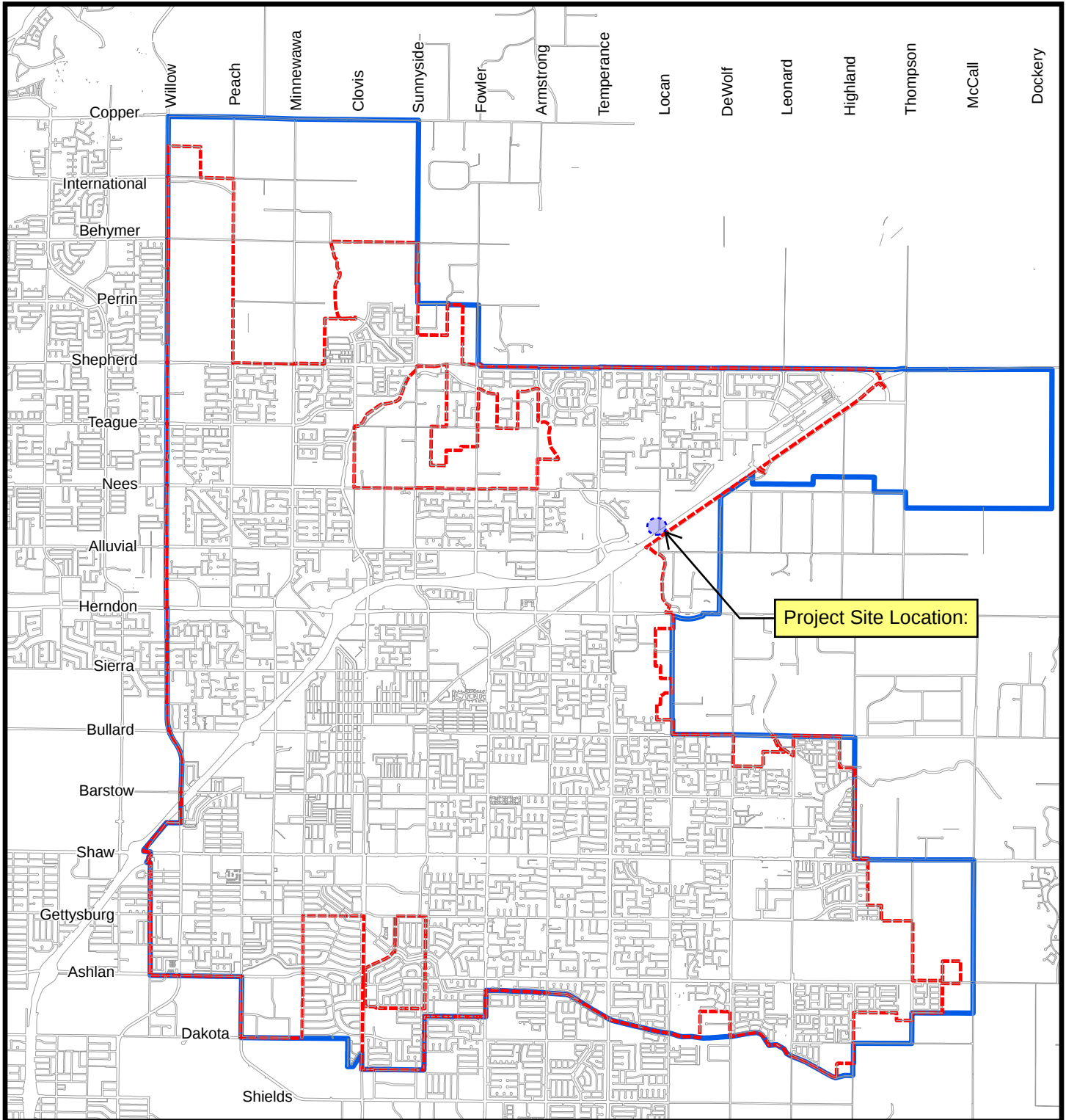
None.

Prepared by: Nicholas Torstensen, Assistant Public Utilities Director

Reviewed by: City Manager AT

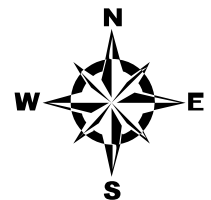
VICINITY MAP

42" Transimission Water Main Repair



ATTACHMENT 1

 CITY LIMITS SPHERE OF INFLUENCE





CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: September 2, 2025

SUBJECT: Consider Adoption - **Ord. 25-11**, Amending Chapter 5.35 to Title 5 of the Clovis Municipal Code relating to Tobacco Retailers. (Vote: 3-1-1 with Councilmember Bessinger voting no and Councilmember Ashbeck absent)

Staff: Briana Parra, City Clerk

Recommendation: Adopt

ATTACHMENTS: None.

This item is on the regular agenda because at introduction it was approved with a less than 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: September 2, 2025

SUBJECT: Consider Approval – Res. 25-____, Amending the City's Master Administrative Fee Schedule pertaining to changes in labor costs and other increases.

Staff: Paul Armendariz, Assistant City Manager

Recommendation: Approve

ATTACHMENTS: 1. Res. 25-____
2. Master Fee Schedule with Proposed Changes

RECOMMENDATION

For the City Council to approve a resolution approving amendments to the City's Master Administrative Fee Schedule to allow for changes in labor costs and other increases.

EXECUTIVE SUMMARY

The current administrative fee schedule was comprehensively updated in 2023 and made effective January 1, 2024. Staff reviews the fees annually to address changes in labor costs and regulations that may require changes to some of the fees. Staff is recommending fee changes or clean-up actions (**Attachment 2**) to achieve actual cost recovery from the Public Utilities, Police, General Services, and Fire Departments that would be made effective January 1, 2026.

BACKGROUND

The current administrative fee schedule was last updated in December 2023. Staff has reviewed the fee schedule to ensure inflationary adjustments are made for cost recovery purposes and adjust to the changing needs of the community. In the past, some fees were not assessed for a significant length of time; this effort is to keep fees in line with the cost of the service being provided on an annual basis. Staff is recommending fee changes to achieve actual cost recovery from the Public Utilities, Police Department, General Services, and Fire Department. (**See Attachment 2**).

Public Utilities Department Proposed Fee Changes

Park Facility Reservation Fees (Page 1 of Fee Schedule)

- Increase the cost to reserve Picnic sites with 4 or fewer tables from \$41 to \$62 for half day and from \$82 to \$124 for full day.
- Increase the cost to reserve Picnic sites with 5 or more tables from \$53 to \$80 for half day and from \$106 to \$160 for full day.

Park staff labor costs have increased, and the Park Reservation Fee reflects the cost of providing services to prepare and clean the sites for reservations.

Hydrant Water Metered (Page 1 of Fee Schedule)

- Increase the cost for the Monthly Rental (subject to rate increase per CMC 6.5.103) - from \$37.12 to \$46.56.
- Per 1,000 gallons up to 11,500 (subject to rate increase per CMC 6.5.103) – from \$1.03 to \$1.12.
- Per 1,000 gallons over 11,500 gallons (subject to rate increase per CMC 6.5.103) – from \$1.40 to \$1.52.
- Lost or stolen meter – from \$850 to \$1,770.

The City is in the process of upgrading its water system with Advanced Metering Infrastructure (AMI) meters. Accordingly, the increased cost for a lost or stolen hydrant meter reflects the actual expense incurred by the City to replace an AMI unit.

Police Department Proposed Fee Change

Other Fees (Page 3 of Fee Schedule)

- Tobacco Retailers License Application Process & Background Fee (per CMC 5.35.05) – \$400.
- Tobacco Retailers License Fee (Annual) (per CMC 5.35.05) - \$1,000.

The Tobacco Retailers License Application and Fee was added in accordance with Ordinance 24-06, which establishes requirements and regulations for tobacco retailers.

General Services Department

Trolley Fee Schedule (Page 1 of Fee Schedule)

Clovis Transit vehicles are no longer available to rent due to the City's participation with federal funding; therefore, the fee schedule for trolley and bus rental needs to be removed from the Master Fee Schedule in its entirety.

Senior Services Section – 735 Third Street (Page 2 of Fee Schedule)

- Event Table Sponsorship - \$75.00 to \$500.00
- Facility Rental Deposit - \$125.00 - \$750.00

Community Center Section – 850 Fourth Street (Page 2 of Fee Schedule)

- Banquet Hall Rental - \$750.00 for the first 5 hours; \$100.00 each additional hour.
- Banquet Hall Rental (non-profit rate) - \$100.00 per hour.
- Classroom Rental - \$375.00 for the first 5 hours; \$50.00 each additional hour.

- Classroom Rental (non-profit rate) - \$50.00 per hour.
- Senior Center Classes - \$1.00 - \$50.00 per day per activity.
- Senior Center Classes - Free - \$65.00 per 8-week session.

The building at 850 Fourth Street was the previous senior center. Once the operation moved to the new senior center facility on Third Street, the fees for rental were removed from the schedule. The Fourth Street building has been repurposed as a Community Center and is once again available for rent and therefore its fees must be added back to the fee schedule. Fees have been set to cover staff and other costs associated with use of the building.

Recreation Section (Page 2 & 3 Fee Schedule)

- Youth Program Fees - Fee Range: Free to \$100.00 per program.
- Youth Leagues and Tournaments - Fee Range: \$85.00 to \$175.00.
- Recreation Facility Reservations (north portion of building) - Fee Range: \$50.00 to \$150.00.
- Recreation Facility Reservations (south portion of building) - Fee Range: \$50.00 to \$150.00.
- Dance Room Reservations - \$25 Per Hour.
- Softball/baseball Field at Clovis Rotary Park: Clovis Resident - \$25 per field.
- Softball/baseball field at Clovis Rotary Park: Non-Clovis Resident - \$35 per field.
- Field Lighting - \$15 per field.
- Snack bar rental (In conjunction with other park Facility Rental - \$100).

The Dance Room within the Recreation Center has been refurbished and is newly available for rent. Clovis Rotary Park has also been improved and can now be rented. Fees are adequate to cover the costs of the service being provided.

Fire Department Proposed Fee Changes

All fees in the Fire Department have been increased by 3% for inflation and in concurrence with the labor contracts. This adjustment is being made to match the increase in the cost of labor per contract.

FISCAL IMPACT

Adjusting the fees charged will help to recover the estimated costs associated with providing the service requested and reduce the impacts of providing these services on the City as a whole.

REASON FOR RECOMMENDATION

The fees in the updated master fee schedule accurately reflect the estimated cost to the City to provide these services, and adopting the updated Fee Schedule will provide for more accurate cost recovery for the current services provided.

ACTIONS FOLLOWING APPROVAL

If approved, staff will revise the Master Administrative Fee Schedule and advise customers of the adopted changes. The updated fees will become effective beginning on January 1, 2026.

CONFLICT OF INTEREST

None.

Prepared by: Paul Armendariz, Assistant City Manager

Reviewed by: City Manager AA

RESOLUTION 25-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING AMENDMENTS TO THE MASTER ADMINISTRATIVE FEE SCHEDULE**

WHEREAS, on September 2, 2025, the City Council conducted a duly noticed public hearing to consider amendments to the City's Master Administrative Fee Schedule; and

WHEREAS, the Council has determined that:

1. The Clovis Public Utilities Department, General Services Department, Police Department, and Fire Department have reviewed the respective fees and conducted fee analyses to evaluate the administrative costs to provide requested services; and
2. The fees set forth in the Master Administrative Fee Schedule attached hereto reflect the estimated costs to the City of providing the services and activities, and the fees to be charged are necessary for the City to raise revenue to help recover and offset the estimated costs associated with providing the services and activities.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis approves and adopts the amended Master Administrative Fee Schedule attached hereto (**Attachment A**), and all fees set forth in said Fee Schedule shall be effective beginning on January 1, 2026.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on _____, 2025 by the following vote, to wit.

AYES:
NOES:
ABSENT:
ABSTAIN:

DATED:

Mayor

City Clerk

MASTER ADMINISTRATIVE FEE SCHEDULE

Effective Date: January 1, 2026

AGENDA ITEM NO. 12.

Description		Fee
Standard Photocopying for Black and White (per page – standard 8 ½ x 11)		\$.10
Standard Photocopying for Color (per page– standard 8 ½ x 11)		\$.15
Large Format Map		\$90.00
Standard Specifications (per set)		\$20.00
Research Fee (1/2 hr. minimum)		\$45.00/hr
Facility Use Permit		(minimum) \$100.00
Lobbyist Registration (annual)		\$25.00
Amendment to Lobbyist Registration		\$10.00
Annual Financial Report		\$45.00
Annual Budget		\$80.00
Copy of Clovis Municipal Code (full copy)		\$200.00
Copy of Clovis Municipal Code Supplements		\$20.00
Video Copy		\$25.00
Reproduction of Photographs		\$40.00
Administrative Charge pertaining to Administrative Citations		\$50.00
Park Facility Reservation Fees		
	Half day rate	Full day rate
Picnic sites with 4 or fewer tables	\$ 62.00	\$ 124.00
Picnic sites with 5 or more tables	\$ 80.00	\$ 160.00
Hydrant Water Metered		
Monthly Rental (subject to rate increase per CMC 6.5.103)		\$ 40.56
Per 1,000 gallons up to 11,500 (subject to rate increase per CMC 6.5.103)		\$ 1.12
Per 1,000 gallons over 11,500 gallons (subject to rate increase per CMC 6.5.103)		\$ 1.52
Late Return Charge - Per day		\$15.00
Lost or stolen meter		\$ 1,770.00
General Services Department		
Community Services Division		
Transit Section		
Stageline Service		
General Public (age 6-64) (per one-way trip)		Free
Seniors age 65 and over with I.D. (per one-way trip)		Free
Persons with disability with proof of disability (per one-way trip)		Free
Attendant to assist a person with a disability (one attendant per disabled person)		Free
Children under age 6 with fare paying adult (up to 4 children)		Free
Roundup Service (Disabled residents of Clovis)		
Disabled Passenger Trip		Free
Transit Center Meeting Room (785 3 rd Street) per hour		\$125.00
Senior Services Section – 735 Third Street		
Main Hall Rental	\$1500.00 for first 5 hours; \$150.00 each additional hour	
Main Hall Rental (non-profit rate.)	\$150.00 per hour	
Yoga/Classrooms A and B	\$625.00 for first five hours; \$100.00 each additional hour	
Yoga/Classrooms A and B (non-profit rate)	\$100.00 per hour	
Classrooms A and B	\$400.00 for first five hours; \$75.00 each additional hour	
Classrooms A and B (non-profit rate)	\$75.00 per hour	

MASTER ADMINISTRATIVE FEE SCHEDULE

Effective Date: January 1, 2026

AGENDA ITEM NO. 12.

Billiards Room	\$400.00 for first five hours; \$75.00 each additional hour
Billiards Room (non-profit rate)	\$75.00 per hour
Yoga Room	\$375.00 for first five hours; \$75.00 each additional hour
Yoga Room (non-profit rate)	\$75.00 per hour
Art Room	\$350.00 for first five hours; \$75.00 each additional hour
Art Room (non-profit rate)	\$75.00 per hour
Classroom A or B	\$200.00 for first five hours; \$50.00 each additional hour
Classroom A or B (non-profit rate)	\$50.00 per hour
Meeting Room A or B	\$25.00 per hour, no five-hour minimum, no non-profit rate
Non-Clovis Resident Senior Center Membership Fee	\$25.00 annually
Senior Center Classes	\$1.00 - \$50.00 per day per activity
Senior Center Class Registration	Free - \$65.00 per 8-week session
Ceramic Firing Fee (one class)	\$15.00 per month
Ceramic Firing Fee (two or more classes)	\$20.00 per month
Senior Trips and Tours	\$5.00 administrative fee plus actual activity cost
Notary Public Service	\$5.00
Event Table Sponsorship	\$75.00 to \$ 500.00
Facility Rental Deposit	\$125.00 - \$750.00
Community Center Section – 850 Fourth Street	
Banquet Hall Rental	\$750.00 for first 5 hours; \$100.00 each additional hour
Banquet Hall Rental (non-profit rate)	\$100.00 per hour
Classroom Rental	\$375.00 for first 5 hours; \$50.00 each additional hour
Classroom Rental (non-profit rate)	\$50.00 per hour
Senior Center Classes	\$1.00 - \$50.00 per day per activity
Senior Center Class Registration	Free - \$65.00 per 8-week session
Recreation Section	
Batting Range Fees	\$2.00 - \$5.00 for 25 pitches, exclusive of special promotions
Youth Program Fees	Fee Range: Free to \$100.00 per program
Youth Leagues and Tournaments	Fee Range: \$85.00 to \$175.00
Adult Program Fees	Fee Range: \$5.00 to \$150.00 per program
Adult Leagues and Tournaments	Fee Range: \$50.00 to \$500.00
Special Events and Camps	Fee Range: Free to \$250.00 per event/camp
Recreation Facility Reservations (north portion of building)	Fee Range: \$50.00 to \$150.00
Recreation Facility Reservations (south portion of building)	Fee Range: \$50.00 to \$150.00
Dance Room Reservations	\$25 Per Hour
Sponsorship Banners	\$150.00 to \$2,000.00
Softball/baseball/soccer field at Bicentennial Park: Clovis Resident	\$25.00 per hour per field
Softball/baseball/soccer field at Bicentennial Park: Non-Clovis Resident	\$35.00 per hour per field
Field lighting	\$15.00 per hour
Snack bar rental (in conjunction with other park facility rental)	\$100.00
Softball/baseball field at Clovis Rotary Park: Clovis Resident	\$25 per field
Softball/baseball field at Clovis Rotary Park: Non-Clovis Resident	\$35 per field
Field Lighting	\$15 per field
Snack bar rental (In conjunction with other park Facility Rental)	\$100

MASTER ADMINISTRATIVE FEE SCHEDULE

Effective Date: January 1, 2026

AGENDA ITEM NO. 12.

Police Department Fees	
Entertainment Permit Fees	
Application Fee (first time only)	\$700.00
Annual Permits	
Heavy Use	\$1,400.00 per year
Medium Use	\$700.00 per year
Light Use	\$350.00 per year
Single Event Permit	\$350.00
Appeal Fees	
Heavy Use (per appeal)	\$350.00
Medium Use (per appeal)	\$175.00
Light Use (per appeal)	\$85.00
Other Fees	
Copy of Police Report/C-CAD Calls	\$7.00
Fingerprinting (Clovis residents or works in Clovis only), per card	\$15.00
ABC License Review.	\$280.00
ABC Permit - Special Event Alcohol Permit: Profit	\$50.00
ABC Permit - Special Event Alcohol Permit: Profit > 1 Day	\$50.00
ABC Permit - Special Event Alcohol Permit: Non-Profit	No Charge
Local Background Check	\$55.00
Tobacco Retailers License Application Process & Background Fee	\$400.00
Tobacco Retailers License Fee (Annual)	\$1,000.00
Audio/Video Dispatch Recording (with case # and time of call)	\$55.00
Audio/ Video Dispatch Recording (with name only) single camera view and time increment	\$95.00
Audio / Video Dispatch Recording (involving staff time up to 1.5 hrs)	\$350.00
Audio / Video Dispatch Recording (involving staff time of 1.5 hrs+)	\$600.00
Card Room Permit (includes fingerprinting)	\$360.00
Card Room Permit Renewal (includes fingerprinting)	\$320.00
Production of Records - CD's, DVD's	\$75.00
Reproduction of Photographs (Digital)	\$55.00
Report - Discovery (Reports or Audio or Video)	\$240.00
Second-Hand Dealer License	\$60.00
Vehicle Impound Release	\$280.00
Per Tow Administration Fee	\$60.00
Gun Storage - Clovis Resident	\$80.00 First Gun \$40.00 Each Additional Gun
Gun Storage - Non-Clovis Resident	\$100.00 First Gun \$40.00 Each Additional Gun
Massage Therapist Permit Application Fee	\$350.00
Shopping Cart Pick Up Fee	\$35.00
Shopping Cart Daily Storage Fee	\$7.00
Water Tower Parking Lot Rodeo Camping Fee (5 Days)	\$150.00
Block Party Permit	No Charge
Local Citation Sign-Off	No Charge
Sex Offender, Narcotic, Gang & Arson Registration	No Charge
False Alarms	
False Alarms, first 2 alarms	No Charge
False Alarms, 3 – 5 alarms	\$250.00 each
False Alarms, 6 or more	\$500.00 each

MASTER ADMINISTRATIVE FEE SCHEDULE

Effective Date: January 1, 2026

AGENDA ITEM NO. 12.

Animal Services Fees			
Dog License (Unaltered)			
One year			\$35.00
2years			\$70.00
3 years			\$105.00
Replacement Tag			\$2.00
Dog and Vietnamese pot bellied pig License (Spayed or neutered or owned by Senior Citizen)			
One year			\$5.00
2 years			\$10.00
3 years			\$15.00
Impound Fees			
Type	1st Time	2nd Time	3rd & Subsequent
Altered dog with license	Free*	\$50.00*	\$90.00*
Unaltered dog with license	\$50.00* & \$35 State	\$70.00* & \$50 State	\$140.00* & \$100 State
Altered dog – no license	\$50.00*	\$85.00*	\$120.00*
Unaltered dog – no license	\$50.00* & \$35 State	\$85.00* & \$50 State	\$140.00* & \$100 State
Altered Cat	Free *	\$40.00*	\$60.00*
Unaltered Cat	\$50.00* & \$35 State	\$70.00*& \$50 State	\$140.00* & \$100 State
Other animals	Free*	\$30.00*	\$55.00*
Animal returned to owner by Field Officer	\$90.00*	\$90.00*	\$90.00*
<i>*plus \$20.00 per day for boarding</i>			
Other Animal Shelter Fees			
Cat trap			\$80.00 deposit + \$25.00 Fee
Skunk trap			\$100.00 deposit + \$25.00 Fee
Large Animal Trap Deposit			\$300.00 deposit + \$25.00 Fee
Owner surrendered altered dog			\$30.00
Owner surrendered unaltered dog			\$40.00
Owner surrendered altered cat			\$15.00
Owner surrendered unaltered cat			\$20.00
Owner surrendered litter			\$35.00
Owner surrendered Pocket Pets (hamster, mice guinea pig, etc)			\$7.00
Dog/cat euthanasia			\$140.00
Dead animal disposal (under 10 pounds)			\$15.00
Dead animal disposal (over 10 pounds)			\$30.00
Pick-up fee (surrender fee separate)			\$90.00
Dog Adoption			\$200.00
Transfer Dog License			\$7.00
Dog License Late Fee			\$15.00
Cat Adoption			\$100.00
Daily Boarding Fee During Impoundment			\$20.00
Quarantined Animals – Daily board at shelter			\$35.00
After Hour Service			\$70.00
Microchip Implant			\$25.00
Dangerous and Vicious Animal Registration			\$150.00
Spay and Neuter Deposit			\$100.00
Obedience Training Deposit			\$100.00

MASTER ADMINISTRATIVE FEE SCHEDULE
Effective Date: January 1, 2026

AGENDA ITEM NO. 12.

Fire Department Fees		
	Front Counter Fees	Rate
	Fire Investigation Report and Photos (62000-46310)	\$202.00
	Construction Permits (62000-46001)	Rate
	Underground – Per Connection to Main	\$606.00
	Overhead (Up to 20 heads)	\$202.00
	Overhead (21 – 50 heads)	\$403.00
	Overhead (each additional 50 heads after 51+)	\$403.00
	Fire Pump	\$606.00
	Fire Standpipes (per standpipe)	\$504.00
	Fire Alarm (Base Fee for 25 devise)	\$403.00
	Fire Alarm (Per Device over 25)	\$2.00
	Fire Sprinkler System Alarms	\$202.00
	5yr Sprinkler System Certification (Compliant)	\$-
	5yr Sprinkler System Certification (non-Compliant)	\$504.00
	Fire Suppression Hood System/Clean Agent System	\$504.00
	LP Gas	\$303.00
	Above Ground Tank Installation	\$403.00
	Electronic Gate	\$403.00
	Plan Review Re-submittal (Ea. Additional 1 hour)	\$101.00
	Re- Inspection Fee (Ea. Additional 1 hour)	\$101.00
	Expedited Plan Review (per hour)	\$202.00
	Penalty Fee for Work Started Without a Permit	\$808.00
	Operational Permits	Rate
	<i>Fireworks, Special Events, Tents & Canopies, Beer Gardens, Pumpkin Patches, and Christmas Tree Lots.</i>	
	Fireworks Booth (62000-42602)	\$403.00
	Fireworks Shoot/Display (Permit, 1 Prevention Unit; 3-hour minimum) (62000-42602)	\$742.00
	Events, Tents & Canopies, Seasonal Permit (Permit, 1 hour of plan review, 1 inspection) (62000-42604)	\$202.00
	Annual Occupancy Fire and Life Safety Inspections (3rd Visit Non-Compliant)	Rate
	<i>Annual Inspection - (Occupancy type: B, F, M, S) Factory/Industrial, Retail, Business/Office, except for combustible dust producing operations and repair garages. (62000-46040)</i>	
	Up to 5,000 sq. ft.	\$618.00
	5,001 - 40,000 sq. ft.	\$667.00
	40,001 sq. ft. and above	\$1,195.00
	Annual Occupancy Fire and Life Safety Inspections (3rd Visit Non-Compliant)	Rate
	<i>Annual Inspection - (Occupancy type: A, E) Assembly (Theatre, Churches, Auditorium, Restaurant), Excessive Hazardous Material - Welding, Open - flame, High Hazard Storage. (62000-46040)</i>	
	Up to 5,000 sq. ft.	\$459.00
	5,001 - 20,000 sq. ft.	\$907.00
	20,001 sq. ft. and above	\$1,484.00
	Annual Occupancy Fire and Life Safety Inspections (Schools 1st Visit)	Rate
	<i>Annual Inspection - (Occupancy type: E) Education (Schools). (62000-46040)</i>	
	20,000 sq. ft. or less	\$249.00
	20,001 - 70,000 sq. ft.	\$470.00
	70,001 – 180,000 sq. ft.	\$907.00
	180,001 sq. ft. and above	\$1,484.00

MASTER ADMINISTRATIVE FEE SCHEDULE

Effective Date: January 1, 2026

AGENDA ITEM NO. 12.

Annual Occupancy Fire and Life Safety Inspection (3rd Visit Non-Compliant)	Rate
<i>Annual Inspection - (Occupancy type: H) Excessive Hazardous Material - Welding, Open - flame, High Hazard Storage. (62000-46040)</i>	
Up to 5,000 sq. ft.	\$370.00
5,001+.	\$865.00
Annual Occupancy Fire and Life Safety Inspections (1st Visit)	Rate
<i>Annual Inspection - (Occupancy type: I) Hospitals, nursing homes with medical care, prisons and mental facilities. (62000-46040)</i>	
Hospitals	\$4,987.00
R2.1 Occupancies	\$537.00
Fire Clearances, 850, Licensed Facilities	\$288.00
Annual Occupancy Fire and Life Safety Inspections (1st Visit)	Rate
<i>Annual Inspection / each per year - Occupancy type R-1 (Hotels/Motels) (62000-46040)</i>	
3 – 19 units	\$370.00
20 – 49 units	\$537.00
50 + units	\$701.00
Annual Occupancy Fire and Life Safety Inspections (1st Visit)	Rate
<i>Annual Inspection / each per year - Occupancy type R-2 (Apartments) (62000-46041)</i>	
3 - 7 units or less	\$151.00
8 –19 units	\$202.00
20 - 29 units	\$252.00
30+ units	\$403.00
Residential Care Facilities Pre-Inspection (62000-46041)	Rate
6 or less clients	\$504.00
7 - 8 clients	\$808.00
Large Family Day Care Facilities Pre-Inspection (62000-46041)	Rate
9-14 clients	\$504.00
Fire Suppression Hood System – Existing (3rd Visit of Non-Compliance) (62000-46040)	Rate
Non-Compliant	\$303.00
False Alarm Response	Rate
<i>Each address point is allotted 3 false alarm calls in a 6-month period, any call over 3 will be charged to the property owner. (62000-46339)</i>	
Prevention (1 Unit) – Per Call	\$202.00
Suppression (1 unit – Engine, Truck or BC) – Per Call	\$394.00
Emergency Response Fees	Rate
Engine (Per hour on-scene (1 Firefighter, 1 Engineer, 1 Captain) (62000-46339)	\$273.00
Battalion Chief – Per hour (62000-46339)	\$82.00
Administrative Fee – Each Emergency Response (62000-46339)	\$101.00
Firefighter Standby Fee (62000-46337)	\$622.00

MASTER ADMINISTRATIVE FEE SCHEDULE

Effective Date: January 1, 2026

AGENDA ITEM NO. 12.

Description	Fee
Standard Photocopying for Black and White (per page – standard 8 ½ x 11)	\$.10
Standard Photocopying for Color (per page– standard 8 ½ x 11)	\$.15
Large Format Map	\$90.00
Standard Specifications (per set)	\$20.00
Research Fee (1/2 hr. minimum)	\$45.00/hr
Facility Use Permit	(minimum) \$100.00
Lobbyist Registration (annual)	\$25.00
Amendment to Lobbyist Registration	\$10.00
Annual Financial Report	\$45.00
Annual Budget	\$80.00
Copy of Clovis Municipal Code (full copy)	\$200.00
Copy of Clovis Municipal Code Supplements	\$20.00
Video Copy	\$25.00
Reproduction of Photographs	\$40.00
Administrative Charge pertaining to Administrative Citations	\$50.00
Park Facility Reservation Fees	Half day rate Full day rate
Picnic sites with 4 or fewer tables	\$41.00 <u>62.00</u> \$82.00 <u>124.00</u>
Picnic sites with 5 or more tables	\$53.00 <u>80.00</u> \$106.00 <u>160.00</u>
Hydrant Water Metered	
Monthly Rental (subject to rate increase per CMC 6.5.103)	\$37.12 <u>40.56</u>
Per 1,000 gallons up to 11,500 (subject to rate increase per CMC 6.5.103)	\$1.03 <u>1.12</u>
Per 1,000 gallons over 11,500 gallons (subject to rate increase per CMC 6.5.103)	\$1.40 <u>1.52</u>
Late Return Charge - Per day	\$15.00
Lost or stolen meter	\$850.00 <u>1,770.00</u>
General Services Department	
Community Services Division	
Transit Section	
Stageline Service	
General Public (age 6-64) (per one-way trip)	Free
Seniors age 65 and over with I.D. (per one-way trip)	Free
Persons with disability with proof of disability (per one-way trip)	Free
Attendant to assist a person with a disability (one attendant per disabled person)	Free
Children under age 6 with fare paying adult (up to 4 children)	Free
Roundup Service (Disabled residents of Clovis)	
Disabled Passenger Trip	Free
Transit Center Meeting Room (785 3 rd Street) per hour	\$125.00
Senior Services Section – 735 Third Street	
Main Hall Rental	\$1500.00 for first 5 hours; \$150.00 each additional hour
Main Hall Rental (non-profit rate.)	\$150.00 per hour
Yoga/Classrooms A and B	\$625.00 for first five hours; \$100.00 each additional hour
Yoga/Classrooms A and B (non-profit rate)	\$100.00 per hour
Classrooms A and B	\$400.00 for first five hours; \$75.00 each additional hour

MASTER ADMINISTRATIVE FEE SCHEDULE

AGENDA ITEM NO. 12.

Effective Date: January 1, 2026

Classrooms A and B (non-profit rate)	\$75.00 per hour
Billiards Room	\$400.00 for first five hours; \$75.00 each additional hour
Billiards Room (non-profit rate)	\$75.00 per hour
Yoga Room	\$375.00 for first five hours; \$75.00 each additional hour
Yoga Room (non-profit rate)	\$75.00 per hour
Art Room	\$350.00 for first five hours; \$75.00 each additional hour
Art Room (non-profit rate)	\$75.00 per hour
Classroom A or B	\$200.00 for first five hours; \$50.00 each additional hour
Classroom A or B (non-profit rate)	\$50.00 per hour
Meeting Room A or B	\$25.00 per hour, no five-hour minimum, no non-profit rate
Non-Clovis Resident Senior Center Membership Fee	\$25.00 annually
Senior Center Classes	\$1.00 - \$50.00 per day per activity
Senior Center Class Registration	Free - \$65.00 per 8-week session
Ceramic Firing Fee (one class)	\$15.00 per month
Ceramic Firing Fee (two or more classes)	\$20.00 per month
Senior Trips and Tours	\$5.00 administrative fee plus actual activity cost
Notary Public Service	\$5.00
Event Table Sponsorship	\$75.00 to \$150.00 <u>500.00</u>
<u>Facility Rental Deposit</u>	<u>\$125.00 - \$750.00</u>
<u>Community Center Section – 850 Fourth Street</u>	
<u>Banquet Hall Rental</u>	<u>\$750.00 for first 5 hours; \$100.00 each additional hour</u>
<u>Banquet Hall Rental (non-profit rate)</u>	<u>\$100.00 per hour</u>
<u>Classroom Rental</u>	<u>\$375.00 for first 5 hours; \$50.00 each additional hour</u>
<u>Classroom Rental (non-profit rate)</u>	<u>\$50.00 per hour</u>
<u>Senior Center Classes</u>	<u>\$1.00 - \$50.00 per day per activity</u>
<u>Senior Center Class Registration</u>	<u>Free - \$65.00 per 8-week session</u>
<u>Recreation Section</u>	
Batting Range Fees	\$2.00 - \$5.00 for 25 pitches, exclusive of special promotions
Youth Program Fees	Fee Range: Free to \$90 <u>100.00</u> per program
Youth Leagues and Tournaments...	Fee Range: \$85.00 to \$150 <u>175.00</u>
Adult Program Fees	Fee Range: \$5.00 to \$150.00 per program
Adult Leagues and Tournaments	Fee Range: \$50.00 to \$500.00
Special Events and Camps...	Fee Range: Free to \$250.00 per event/camp
Recreation Facility Reservations (north portion of building)	Fee Range: \$50.00 to \$100 <u>150.00</u>
Recreation Facility Reservations (south portion of building)	Fee Range: \$50.00 to \$100 <u>150.00</u>
<u>Dance Room Reservations</u>	<u>\$25 Per Hour</u>
Sponsorship Banners...	\$150.00 to \$2,000.00
Softball/baseball/soccer field at Bicentennial Park: Clovis Resident	\$25.00 per hour per field
Softball/baseball/soccer field at Bicentennial Park: Non-Clovis Resident	\$35.00 per hour per field
Field lighting	\$15.00 per hour
Snack bar rental (in conjunction with other park facility rental)	\$100.00
<u>Softball/baseball field at Clovis Rotary Park: Clovis Resident</u>	<u>\$25 per field</u>
<u>Softball/baseball field at Clovis Rotary Park: Non-Clovis Resident</u>	<u>\$35 per field</u>
<u>Field Lighting</u>	<u>\$15 per field</u>
<u>Snack bar rental (In conjunction with other park Facility Rental)</u>	<u>\$100</u>

MASTER ADMINISTRATIVE FEE SCHEDULE

AGENDA ITEM NO. 12.

Effective Date: January 1, 2026

Police Department Fees	
Entertainment Permit Fees	
Application Fee (first time only)	\$700.00
Annual Permits	
Heavy Use	\$1,400.00 per year
Medium Use	\$700.00 per year
Light Use	\$350.00 per year
Single Event Permit	\$350.00
Appeal Fees	
Heavy Use (per appeal)	\$350.00
Medium Use (per appeal)	\$175.00
Light Use (per appeal)	\$85.00
Other Fees	
Copy of Police Report/C-CAD Calls	\$7.00
Fingerprinting (Clovis residents or works in Clovis only), per card	\$15.00
ABC License Review.	\$280.00
ABC Permit - Special Event Alcohol Permit: Profit	\$50.00
ABC Permit - Special Event Alcohol Permit: Profit > 1 Day	\$50.00
ABC Permit - Special Event Alcohol Permit: Non-Profit	No Charge
Local Background Check	\$55.00
Tobacco Retailers License Application Process & Background Fee	\$400.00
Tobacco Retailers License Fee (Annual)	\$1,000.00
Audio/Video Dispatch Recording (with case # and time of call)	\$55.00
Audio/ Video Dispatch Recording (with name only) single camera view and time increment	\$95.00
Audio / Video Dispatch Recording (involving staff time up to 1.5 hrs)	\$350.00
Audio / Video Dispatch Recording (involving staff time of 1.5 hrs+)	\$600.00
Card Room Permit (includes fingerprinting)	\$360.00
Card Room Permit Renewal (includes fingerprinting)	\$320.00
Production of Records - CD's, DVD's	\$75.00
Reproduction of Photographs (Digital)	\$55.00
Report - Discovery (Reports or Audio or Video)	\$240.00
Second-Hand Dealer License	\$60.00
Vehicle Impound Release	\$280.00
Per Tow Administration Fee	\$60.00
Gun Storage - Clovis Resident	\$80.00 First Gun \$40.00 Each Additional Gun
Gun Storage - Non-Clovis Resident \$55.00	\$100.00 First Gun \$40.00 Each Additional Gun
Massage Therapist Permit Application Fee	\$350.00
Shopping Cart Pick Up Fee	\$35.00
Shopping Cart Daily Storage Fee	\$7.00
Water Tower Parking Lot Rodeo Camping Fee (5 Days)	\$150.00
Block Party Permit	No Charge
Local Citation Sign-Off	No Charge
Sex Offender, Narcotic, Gang & Arson Registration	No Charge
False Alarms	
False Alarms, first 2 alarms	No Charge

MASTER ADMINISTRATIVE FEE SCHEDULE

AGENDA ITEM NO. 12.

Effective Date: January 1, 2026

	False Alarms, 3 – 5 alarms	\$250.00 each	
	False Alarms, 6 or more	\$500.00 each	
	Animal Services Fees		
	Dog License (Unaltered)		
	One year	\$35.00	
	2years	\$70.00	
	3 years	\$105.00	
	Replacement Tag	\$2.00	
	Dog and Vietnamese pot bellied pig License (Spayed or neutered or owned by Senior Citizen)		
	One year	\$5.00	
	2 years	\$10.00	
	3 years	\$15.00	
Impound Fees			
Type	1st Time	2nd Time	3rd & Subsequent
Altered dog with license	Free*	\$50.00*	\$90.00*
Unaltered dog with license	\$50.00* & \$35 State	\$70.00* & \$50 State	\$140.00* & \$100 State
Altered dog – no license	\$50.00*	\$85.00*	\$120.00*
Unaltered dog – no license	\$50.00* & \$35 State	\$85.00* & \$50 State	\$140.00* & \$100 State
Altered Cat	Free *	\$40.00*	\$60.00*
Unaltered Cat	\$50.00* & \$35 State	\$70.00*& \$50 State	\$140.00* & \$100 State
Other animals	Free*	\$30.00*	\$55.00*
Animal returned to owner by Field Officer	\$90.00*	\$90.00*	\$90.00*
<i>*plus \$20.00 per day for boarding</i>			
Other Animal Shelter Fees			
	Cat trap	\$80.00 deposit + \$25.00 Fee	
	Skunk trap	\$100.00 deposit + \$25.00 Fee	
	Large Animal Trap Deposit	\$300.00 deposit + \$25.00 Fee	
	Owner surrendered altered dog	\$30.00	
	Owner surrendered unaltered dog	\$40.00	
	Owner surrendered altered cat	\$15.00	
	Owner surrendered unaltered cat	\$20.00	
	Owner surrendered litter	\$35.00	
	Owner surrendered Pocket Pets (hamster, mice guinea pig, etc)	\$7.00	
	Dog/cat euthanasia	\$140.00	
	Dead animal disposal (under 10 pounds)	\$15.00	
	Dead animal disposal (over 10 pounds)	\$30.00	
	Pick-up fee (surrender fee separate)	\$90.00	
	Dog Adoption	\$200.00	
	Transfer Dog License	\$7.00	
	Dog License Late Fee	\$15.00	
	Cat Adoption	\$100.00	
	Daily Boarding Fee During Impoundment	\$20.00	
	Quarantined Animals – Daily board at shelter	\$35.00	
	After Hour Service	\$70.00	
	Microchip Implant	\$25.00	
	Dangerous and Vicious Animal Registration	\$150.00	

MASTER ADMINISTRATIVE FEE SCHEDULE

AGENDA ITEM NO. 12.

Effective Date: January 1, 2026

Spay and Neuter Deposit	\$100.00
Obedience Training Deposit	\$100.00
Fire Department Fees	
Front Counter Fees	Rate
Fire Investigation Report and Photos (62000-46310)	<u>\$202.00</u> \$196
Construction Permits (62000-46001)	Rate
Underground – Per Connection to Main	<u>\$606.00</u> \$588
Overhead (Up to 20 heads)	<u>\$202.00</u> \$196
Overhead (21 – 50 heads)	<u>\$403.00</u> \$391
Overhead (each additional 50 heads after 51+)	<u>\$403.00</u> \$391
Fire Pump	<u>\$606.00</u> \$588
Fire Standpipes (per standpipe)	<u>\$504.00</u> \$489
Fire Alarm (Base Fee for 25 devise)	<u>\$403.00</u> \$391
Fire Alarm (Per Device over 25)	<u>\$2.00</u> \$2
Fire Sprinkler System Alarms	<u>\$202.00</u> \$196
5yr Sprinkler System Certification (Compliant)	<u>\$-</u> \$0
5yr Sprinkler System Certification (non-Compliant)	<u>\$504.00</u> \$489
Fire Suppression Hood System/Clean Agent System	<u>\$504.00</u> \$489
LP Gas	<u>\$303.00</u> \$294
Above Ground Tank Installation	<u>\$403.00</u> \$391
Electronic Gate	<u>\$403.00</u> \$391
Plan Review Re-submittal (Ea. Additional 1 hour)	<u>\$101.00</u> \$98
Re- Inspection Fee (Ea. Additional 1 hour)	<u>\$101.00</u> \$98
Expedited Plan Review (per hour)	<u>\$202.00</u> \$196
Penalty Fee for Work Started Without a Permit	<u>\$808.00</u> \$784
Operational Permits	Rate
<i>Fireworks, Special Events, Tents & Canopies, Beer Gardens, Pumpkin Patches, and Christmas Tree Lots.</i>	
Fireworks Booth (62000-42602)	<u>\$403.00</u> \$391
Fireworks Shoot/Display (Permit, 1 Prevention Unit; 3-hour minimum) (62000-42602)	<u>\$742.00</u> \$720
Events, Tents & Canopies, Seasonal Permit (Permit, 1 hour of plan review, 1 inspection) (62000-42604)	<u>\$202.00</u> \$196
Annual Occupancy Fire and Life Safety Inspections (3rd Visit Non-Compliant)	Rate
<i>Annual Inspection - (Occupancy type: B, F, M, S) Factory/Industrial, Retail, Business/Office, except for combustibile dust producing operations and repair garages. (62000-46040)</i>	
Up to 5,000 sq. ft.	<u>\$618.00</u> \$600
5,001 - 40,000 sq. ft.	<u>\$667.00</u> \$648
40,001 sq. ft. and above	<u>\$1,195.00</u> \$1,160
Annual Occupancy Fire and Life Safety Inspections (3rd Visit Non-Compliant)	Rate
<i>Annual Inspection - (Occupancy type: A, E) Assembly (Theatre, Churches, Auditorium, Restaurant), Excessive Hazardous Material - Welding, Open - flame, High Hazard Storage. (62000-46040)</i>	
Up to 5,000 sq. ft.	<u>\$459.00</u> \$446
5,001 - 20,000 sq. ft.	<u>\$907.00</u> \$881
20,001 sq. ft. and above	<u>\$1,484.00</u> \$1,441
Annual Occupancy Fire and Life Safety Inspections (Schools 1st Visit)	Rate
<i>Annual Inspection - (Occupancy type: E) Education (Schools). (62000-46040)</i>	
20,000 sq. ft. or less	<u>\$249.00</u> \$242

MASTER ADMINISTRATIVE FEE SCHEDULE

AGENDA ITEM NO. 12.

Effective Date: January 1, 2026

20,001 - 70,000 sq. ft.	<u>\$470.00</u> \$456
70,001 – 180,000 sq. ft.	<u>\$907.00</u> \$881
180,001 sq. ft. and above	<u>\$1,484.00</u> <u>\$1,441</u>
Annual Occupancy Fire and Life Safety Inspection (3rd Visit Non-Compliant)	Rate
<i>Annual Inspection - (Occupancy type: H) Excessive Hazardous Material - Welding, Open - flame, High Hazard Storage. (62000-46040)</i>	
Up to 5,000 sq. ft.	<u>\$370.00</u> \$359
5,001+.	<u>\$865.00</u> \$840
Annual Occupancy Fire and Life Safety Inspections (1st Visit)	Rate
<i>Annual Inspection - (Occupancy type: I) Hospitals, nursing homes with medical care, prisons and mental facilities. (62000-46040)</i>	
Hospitals	<u>\$4,987.00</u> <u>\$4,842</u>
R2.1 Occupancies	<u>\$537.00</u> \$521
Fire Clearances, 850, Licensed Facilities	<u>\$288.00</u> \$280
Annual Occupancy Fire and Life Safety Inspections (1st Visit)	Rate
<i>Annual Inspection / each per year - Occupancy type R-1 (Hotels/Motels) (62000-46040)</i>	
3 – 19 units	<u>\$370.00</u> \$359
20 – 49 units	<u>\$537.00</u> \$521
50 + units	<u>\$701.00</u> \$681
Annual Occupancy Fire and Life Safety Inspections (1st Visit)	Rate
<i>Annual Inspection / each per year - Occupancy type R-2 (Apartments) (62000-46041)</i>	
3 - 7 units or less	<u>\$151.00</u> \$147
8 –19 units	<u>\$202.00</u> \$196
20 - 29 units	<u>\$252.00</u> \$245
30+ units	<u>\$403.00</u> \$391
Residential Care Facilities Pre-Inspection (62000-46041)	Rate
6 or less clients	<u>\$504.00</u> \$489
7 - 8 clients	<u>\$808.00</u> \$784
Large Family Day Care Facilities Pre-Inspection (62000-46041)	Rate
9-14 clients	<u>\$504.00</u> \$489
Fire Suppression Hood System – Existing (3rd Visit of Non-Compliance) (62000-46040)	Rate
Non-Compliant	<u>\$303.00</u> \$294
False Alarm Response	Rate
<i>Each address point is allotted 3 false alarm calls in a 6-month period, any call over 3 will be charged to the property owner. (62000-46339)</i>	
Prevention (1 Unit) – Per Call	<u>\$202.00</u> \$196
Suppression (1 unit – Engine, Truck or BC) – Per Call	<u>\$394.00</u> \$383
Emergency Response Fees	Rate
Engine (Per hour on-scene (1 Firefighter, 1 Engineer, 1 Captain) (62000-46339)	<u>\$273.00</u> \$265
Battalion Chief – Per hour (62000-46339)	<u>\$82.00</u> \$80
Administrative Fee – Each Emergency Response (62000-46339)	<u>\$101.00</u> \$98
Firefighter Standby Fee (62000-46337)	<u>\$622.00</u> \$604