



CITY of CLOVIS

Agenda • City Council Meeting

Council Chamber, 1033 Fifth Street, Clovis, CA 93612 (559) 324-2060

ClovisCa.gov

September 14, 2026

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 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 location listed above. Members of the public may observe and participate in City Council meetings through any of the following methods:

1. Attend In Person: Attend the meeting at the physical location listed above.
2. View the Meeting Online: View the meeting in a non-participatory capacity through the live webcast available at ClovisCA.gov/agendas or on the City's YouTube channel.
3. Participate Remotely: Members of the public may participate remotely through Webex. Click on the link below for information regarding registration, access, and participation instructions:

[Click Here To Register Through Webex](#)

In the event of a disruption that prevents the City from broadcasting the meeting or receiving remote public comment, the City will comply with applicable provisions of Gov. Code § 54953.4 and City policy governing remote participation and technological disruptions.

4. Written Comments: Members of the public may submit written comments through the online agenda portal at ClovisCA.gov/agendas. Please see the instructions below:

- Please submit written comments through the online agenda portal at ClovisCA.gov/agendas no later than 4:00 PM.
- Please submit a separate form for each agenda item.
- A copy of your written comment will be provided to the City Council and will identify the agenda item. If you wish to make a verbal comment, please see the instructions above.
- Written comments that do not identify an agenda item will be included under general public comment.
- Please Note: written comments received after 4:00 PM may not be provided to the City Council during the meeting. All written comments received before the close of the meeting will be included in the official record.

Campaign Contribution Prohibition 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 Basgall

Roll Call

Presentations/Proclamations

1. Presentation of Proclamation Recognizing U.S. Constitution Week.

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.

2. Administration - Approval - Minutes from the September 8, 2026, City Council Meeting.
3. Planning and Development Services – Approval – Final Acceptance and Authorization to Record the Notice of Completion for CIP 13-22 Leonard Avenue Bridge Replacement for a Final Contract Cost of \$1,726,436.48.

4. Planning and Development Services - Approval - Res. 26____, Annexation of Miscellaneous Properties to the Landscape Maintenance District No. 1.
5. Public Utilities - Approval - Bid Award for CIP 25-15, Reservoir 4 Tank Liner, to Cal Sierra Construction, Inc., in the amount of \$787,967.00; and Authorize the City Manager to Execute the Agreement on Behalf of the City.

Administrative Items

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

6. Consider Approval - Policy on the Timing of Off-Site Infrastructure Improvements for Entitlements to Maintain Public Safety.
Staff: Thad Avery, City Engineer
Recommendation: Approve

Council Items

7. Consider Approval - Change of Council Meeting Schedule.
Staff: Andrew Haussler, 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.

8. Government Code Section 54956.9(d)(4)
Conference with Legal Counsel – Anticipated Litigation
Deciding whether to initiate litigation
One potential case

Reconvene into Open Session and Report from Closed Session

Adjournment

Future Meetings

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

Sept. 21, 2026 (To be Canceled)
Oct. 5, 2026
Oct. 12, 2026

CITY of CLOVIS

Proclamation

Recognizing U.S. Constitution Week

WHEREAS, September 17, 2026, marks the two hundred and thirty-ninth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, The U.S. Constitution was adopted in a Constitutional Convention on the 17th of September, 1787, and thus became the supreme law of the United States of America in order to secure and guarantee the rights of all free citizens of the United States of America; and

WHEREAS, The U.S. Constitution stands today as the oldest written document, of its kind, in the history of all mankind, as a result of the efforts of, and at great cost to, the patriots that founded our great nation, the United States of America; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through 23rd as Constitution Week.

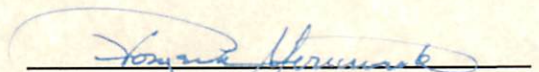
NOW, THEREFORE, BE IT RESOLVED, that the Clovis City Council, on behalf of the citizens of Clovis, does proclaim the week of September 17th through 23rd as

U.S. Constitution Week

AND urge all citizens to study the Constitution and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves, in humble respect for the patriots from our past that gave their all so that their fellow citizens, and those yet unborn in our nation, should remain free in perpetuity to enjoy the rights of Life, Liberty, and the Pursuit of Happiness.

IN WITNESS THEREOF, I hereunto set my hand and cause the official seal of the City of Clovis to be affixed this 14th day of September 2026.




Vong Mouanoutoua, Mayor



CITY *of* CLOVIS

City Council Meeting • Minutes

September 8, 2026

6:00 PM

Council Chamber

Call to Order

The meeting was called to order by Mayor Mouanoutoua at 6:00 PM.

Flag Salute

Flag Salute led by students from the American Legion State Program.

Present: Councilmember Basgall, Councilmember Bessinger, Mayor Pro Tem Pearce,
and Mayor Mouanoutoua

Absent: Councilmember Ashbeck

Presentations/Proclamations

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

Council Items

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

Upon call, there was no public comment.

Motion for approval by Mayor Pro Tem Pearce, seconded by Councilmember Bessinger. Motion carried 4-0-1, with Councilmember Ashbeck absent.

Public Comments

Upon call, there was no public comment.

Consent Calendar

Upon call, there was no public comment.

Motion by Councilmember Bessinger, seconded by Councilmember Basgall, that the items on the Consent Calendar be approved. Motion carried by 4-0-1, with Councilmember Ashbeck absent.

3. Minutes from the August 17, 2026, City Council Meeting.
4. Administration – Approval – Authorize the City Manager to execute the First Amendment to Real Property Lease Agreement with Pacific Gas and Electric Company for the Continued Use of the Clovis Fire Training Center.
5. Finance - Approval - Authorize the City Manager, or designee, to Enter into a Participating Agreement with U.S. Bank to Participate in the State of California CAL-Card Purchasing Card Program.

Preliminary - Subject to Approval

6. Finance - Approval - **Res. 26-88**, Measure C Extension Local Transportation Pass Through Revenues Certification and Claim Forms for 2026-27.
7. General Services - Approval - **Res. 26-89**, to Revise the Requested Amount for the Fresno County Transportation Authority (FCTA) and Fresno Council of Governments' FY 2026-2027 Measure C New Technology Reserve Grant Program for Advanced Transit Projects from a one (1) year project in the amount of \$84,473, to a five (5) year project in the amount of \$466,142; and Authorize the Deputy General Services Director to Execute Documents.
8. General Services- Approval of the Federal Transit Administration (FTA) Drug and Alcohol Policy for Clovis Transit and FTA Covered Safety-Sensitive Employees Update.
9. General Services – Approval – **Res. 26-90**, Authorizing the Deputy General Services Director to Execute of the Certifications and Assurances for the FY 2026-27 California State Transit Assistance State of Good Repair (SGR) Program.
10. General Services – Approval – **Res. 26-91**, Authorizing Amendments to the City's Classification and Compensation Plans to Adopt the Parks Maintenance Specialist Classification with a Salary Range of \$6,225 to \$7,567 per month.
11. General Services – Approval - Claim Rejection of the General Liability Claim on behalf of Vincent Espudo.
12. Police Department — Approval — **Res. 26-92**, Authorizing the Police Chief to execute the 2026-2027 Department of Alcoholic Beverage Control Alcohol Policing Partnership grant agreement; and amend the Police Department budget to reflect the award of \$79,000.00.
13. Public Utilities – Approval – Waive Formal Bidding Requirements and Authorize the Purchase of Two (2) Frontloading Refuse Trucks and Two (2) Side Loading Refuse Trucks from Coast Counties Peterbilt for the Total Amount of \$2,095,095.56, Including tax and Delivery.
14. Public Utilities – Approval – Waive Formal Bidding Requirements and Authorize the Purchase of a Case 521G XT Wheel Loader Tractor off the Sourcwell Cooperative Purchasing Contract from Sequoia Equipment Company in the Total Amount of \$222,074.09, including tax and freight.

Public Hearings

15. Consider Approval - **Res. 26-93**, AC2026-001, A Resolution of the City of Clovis making findings and a determination that the project is exempt from further environmental review under CEQA pursuant to CEQA Guidelines section 15183; and to authorize a Certificate of Tentative Cancellation for a ±1.16-acre portion of 12.5 acres under Land Conservation Contract No. 4826, for property located near the south side of E. Perrin Avenue, between N. Minnewawa Avenue and the N. Clovis Avenue alignment. Great Bigland, LP, property owner; Bonadelle Homes, Inc., applicant.

Upon call, there was no public comment.

Motion for approval by Councilmember Bessinger, seconded by Councilmember Basgall. Motion carried 4-0-1, with Councilmember Ashbeck absent.

16. Consider Approval – **Res. 26-94**, Adoption of the City of Clovis 2025-2026 Consolidated Annual Performance and Evaluation Report (CAPER) for expenditure of Community Development Block Grant Funds; and Authorize submittal to the U.S. Department of Housing and Urban Development.

Upon call, there was no public comment.

Preliminary - Subject to Approval

Motion for approval by Councilmember Basgall, seconded by Councilmember Bessinger. Motion carried 4-0-1, with Councilmember Ashbeck absent.

17. Consider Various Actions related to Annexation of Territory (Annexation #77) (MFRDR 2021-002 Southeast Corner Willow/Shepherd) to the City of Clovis Community Facilities District No. 2004-1 (Police and Fire Services).

- a. Consider Approval - **Res. 26-95**, A Resolution annexing territory (Annexation #77) (MFRDR 2021-002 Southeast Corner Willow/Shepherd) to the City of Clovis Community Facilities District No. 2004-1 (Police and Fire Services) and calling a special landowner election to annex territory (Annexation #77) to City of Clovis Community Facilities District No. 2004-1 (Police and Fire Services).

- b. Consider Approval - **Res. 26-96**, A Resolution of the City of Clovis declaring the results of a special landowner election and directing recording of the Notice of Special Tax Lien for City of Clovis Community Facilities District No. 2004-1 (Police and Fire Services).

Mayor Mouanoutoua opened the public hearing at 6:53 PM. Upon call, there was no public comment and the public hearing closed at 6:58 PM.

Motion by Councilmember Bessinger, seconded by Councilmember Basgall to adopt a resolution annexing territory Annexation #77 MFRDR 2021-002 Southeast Corner Willow/Shepherd to the City of Clovis Community Facilities District No. 2004-1 (Police and Fire Services). Motion carried 4-0-1, with Councilmember Ashbeck absent.

City Clerk Parra announced the results and completed the canvas stating the City received 1 yes ballot, representing 18 total votes, indicating passage.

Motion by Councilmember Bessinger, seconded by Councilmember Basgall to adopt a resolution declaring the results of a special landowner election and directing recording of the Notice of Special Tax Lien for Community Facilities District No. 2004-01 (Police and Fire Services). Motion carried 4-0-1, with Councilmember Ashbeck absent.

Council Comments

There was no formal Council direction for staff.

City Manager Comments

City Manager Haussler announced several upcoming events, including the Clovis Mobile Recreation Park Tour at Pinnacles Park, Wednesday, September 2, 2026; Special Planning Commission Meeting, Thursday, September 10, 2026; Red, White, and Blue Lighting Ceremony, Friday, September 11, 2026, the California 9/11 Memorial Remembrance Ceremony; and the Clovis Community Watch Meeting, Monday, September 14, 2026.

Closed Session

18. Government Code Section 54957.6

CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Andrew Haussler, Paul Armendariz, Amy Hance, Bethany Berube, and Scott Cross

Employee Organization: Transit Employees Bargaining Unit

Preliminary - Subject to Approval

Upon call, there was no public comment.

No Reportable Action

Reconvene into Open Session and Report from Closed Session

Adjournment

Mayor Mouanoutoua adjourned the meeting at 7:43 PM and the next regularly scheduled meeting is September 14, 2026.

Mayor

City Clerk



CITY of CLOVIS

Report to the City Council

To: City Council

From: Planning and Development Services Department

Date: September 14, 2026

Staff: Thad Avery, City Engineer

Subject: Planning and Development Services – Approval – Final Acceptance and Authorization to Record the Notice of Completion for CIP 13-22 Leonard Avenue Bridge Replacement for a Final Contract Cost of \$1,726,436.48.

Recommendation: Approve

Attachments: 1. CIP 13-22 Final Acceptance ATT 1 Vicinity Map

Recommendation:

For the City Council to Approve the Final Acceptance and Authorization to Record the Notice of Completion for CIP 13-22 Leonard Avenue Bridge Replacement for a Final Contract Cost of \$1,726,436.48.

Executive Summary:

This project consisted of replacing the existing two-lane Leonard Ave Bridge with an 8-foot by 14-foot reinforced concrete double-box culvert, constructing temporary roadway pavement, and canal embankments. The completed box culvert allows for the future widening of Leonard to its ultimate width. The construction involved all labor, materials, tools and equipment for clearing, grubbing, saw-cutting, excavation, earthwork, engineering fill, grading, backfilling, compaction, demolition of existing reinforced box culvert, headwalls, wing walls and all related improvements, removal of existing concrete inlet and drain pipe to the treatment plant, construction of reinforced concrete improvements such as double box culvert, deck sidewalks, curbs, gutters, barriers, parapets, wing walls, channel lining and pier/trash rider, installation of geotextile fabrics, rock slope protection, tubular handrailing, chain-link railing, steel casing, utility vaults and lids, access/safety ladders, construction of roadway asphalt concrete pavement, aggregate base, canal embankments, and installation of traffic striping and signage.

Background:

Bids were received on August 5, 2025, and the project was awarded by the City Council to the lowest responsible bidder, Dawson-Mauldin LLC, on August 11, 2025. The project was completed in accordance with the construction documents and the contractor has submitted a request for acceptance of the project.

Fiscal Impact:

Award	\$1,730,656.00
Cost increase/decrease resulting from differences between estimated quantities used for the award and actual quantities installed.	<\$36,659.70>
Contract Change Orders	\$32,440.18
Liquidated Damages	\$0.00
Final Contract Cost	\$1,726,436.48

The Contract Change Order provided for upgrading PG&E bridge deck conduits, south-west corner Fresno Irrigation District gate adjustment, north-west corner Fresno Irrigation District gate installation and new fence installation on the north-west corner.

Reason for Recommendation:

The Public Utilities Department, the City Engineer, the Engineering Inspector, and the Project Engineer agree that the work performed by the contractor is in accordance with the project plans and specifications and has been deemed acceptable. The contractor, Dawson-Mauldin LLC, has requested final acceptance from the City Council.

Actions Following Approval:

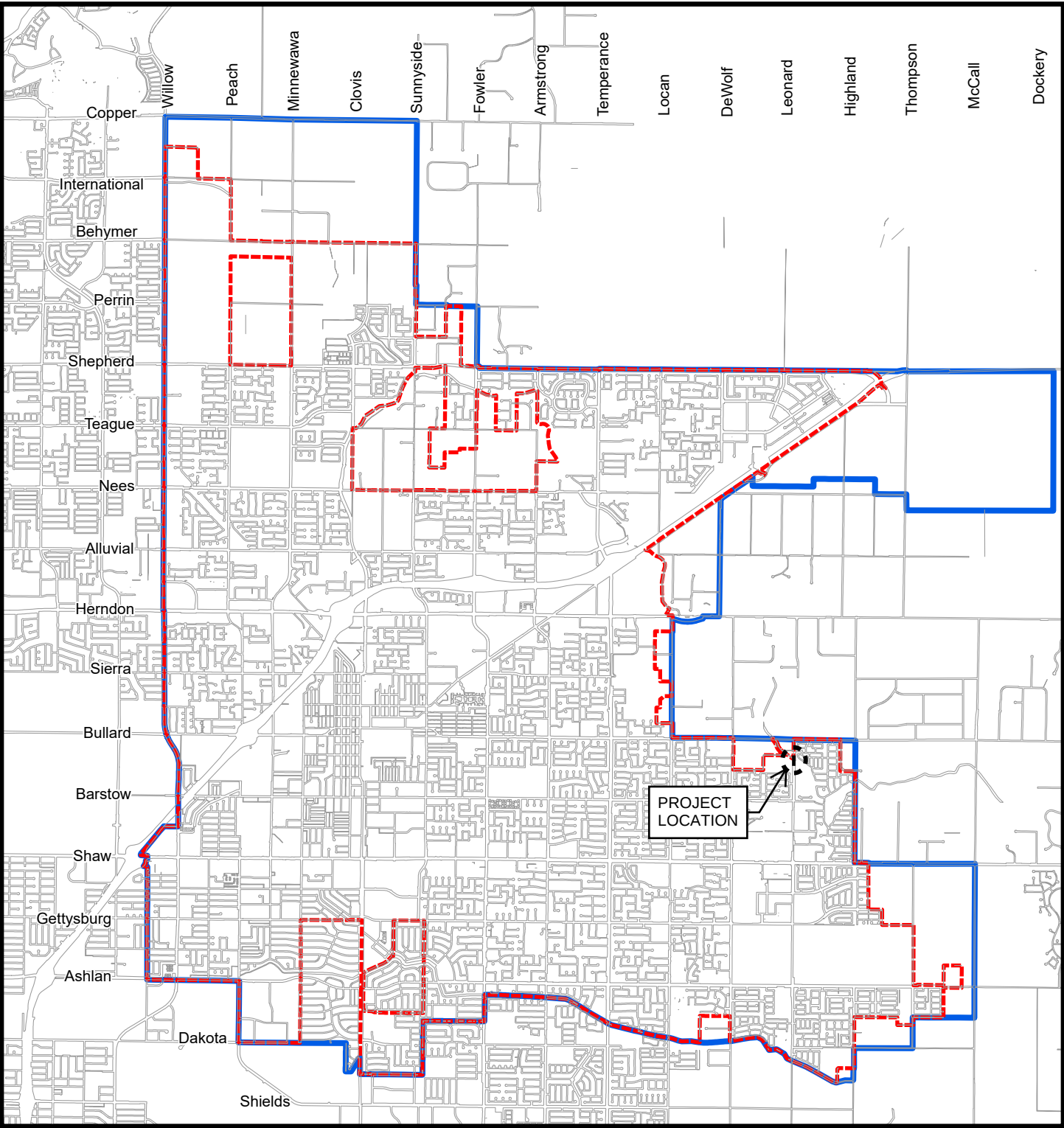
1. The Notice of Completion will be recorded; and
2. All remaining retention funds will be released no later than 35 calendar days following the recording of the notice of completion, provided no liens have been filed. Retention funds may be released within 60 days after the date of completion, provided no liens have been filed, with "completion" defined as the earlier of either (a) beneficial use and occupancy and cessation of labor, or (b) acceptance by the City Council per Public Contract Code Section 7107(c)(2).

Conflict of Interest:

None.

VICINITY MAP

CIP 13-22 Leonard Avenue Bridge Replacement



Attachment 1



- City Limits
- Sphere of Influence



Print Date: February 27, 2024

Nathaniel Stava



CITY of CLOVIS

Report to the City Council

To: City Council

From: Planning and Development Services Department

Date: September 14, 2026

Staff: Thad Avery, City Engineer

Subject: Planning and Development Services - Approval - Res. 26____, Annexation of Miscellaneous Properties to the Landscape Maintenance District No. 1.

Recommendation: Approve

Attachments: 1. Misc LMD Annexations ATT 1 Res. 26-____

Recommendation:

For the City Council to approve a resolution approving annexation of miscellaneous properties into City of Clovis Landscape Maintenance District (LMD) No. 1.

Executive Summary:

The developers / property owners of the properties listed in Attachment A of the proposed resolution have submitted executed landscape maintenance covenants, copies of which are on file with the City Clerk, indicating consent to annexation of the subject property into the City of Clovis Landscape Maintenance District No. 1. This action will annex each of these properties into the Landscape Maintenance District so that they can be assessed for maintenance costs within their respective areas.

Background:

Council formed the original district on July 15, 1985, for the purpose of funding the maintenance of landscaped areas and parks. These properties are being brought to the Council as a group rather than separately, in an effort to conserve staff resources and Council's time. Under the provisions of the Landscaping and Lighting Act of 1972, if all the owners of property proposed for annexation provide written consent to annexation, then noticing, hearing, and filing of an Engineer's Report is not required.

Fiscal Impact:

This project will add any landscaped areas and will incrementally increase maintenance revenue through annual assessments from the annexed properties. The current year-to-date status of landscape maintenance district facilities is as follows:

	<u>Various LMD's Under Consideration</u>	<u>Year to Date</u>
LMD Landscaping added:	0.000 acres	0.000 acres
Resource needs added:	0.000 person	0.000 person

The resource needs estimate is based on 1 person per 10 acres of landscaped area.

Reason for Recommendation:

The property owners for the miscellaneous properties have requested or consented to annexation into the City of Clovis LMD No. 1.

Actions Following Approval:

The miscellaneous properties shall become a part of the City of Clovis LMD No. 1 and will be assessed next year for maintenance costs.

Conflict of Interest:

None.

RESOLUTION 26-__

**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 developments 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 approves the following:

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 14, 2026, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN

DATED: September 14, 2026

Mayor

City Clerk

Miscellaneous properties to be added to the Landscape Maintenance District No. 1 of the City of Clovis:

Project Number	Address	Developer/Owner
BD-CMBR-26-00830	2396 Menlo Ave	Seung Young Kim and Chun Sun Kim
BD-CMBR-26-00979	3724 Duke Ave	Sylvia A. Gomez, A Single Woman
BD-CMBR-26-01376	3724 Philip Ave	Ralph Moreno And Herminia Moreno
BD-CMBR-26-01485	36 Santa Ana	Blair & Isbel Gregorovich
SPR 2025-038	335 Woodworth Avenue	Seth Hunt
BD-CMBR-26-01742	548 W Scott Ave	Dylan M. Stewart
BD-CMBR-26-01808	221 Woodworth Ave	Clay C. Harmon
BD-CMBR-26-01541	861 Brookside Dr	Jaime J Ponce, Lydia Ponce
BD-CMBR-26-01902	418 Dennis Dr	Ronald A. Hashimoto, And Cynthia S. Hashimoto
BD-CMBR-26-02034	3025 Fowler Ave	Martin Garza And Katherine Tabarez, Husband and Wife, Joint Tenants
BD-CMBN-25-03494	460 Clovis Ave	KTT Properties LLC
BD-CMBR-26-00333	856 Oxford Ave	Jordan C Lee, A Married Man
BD-CMBR-25-04304	324 Sierra Ave	Henry Gatewood, A Married Man, As His Sole and Separate Property
SPR 2022-009	SPR 2022-009	United Health Centers of San Joaquin Valley
BD-CMBR-26-01699	217 Seventh St	Daniel J. Fidler
BD-CMBR-26-01103	312 N Phillip Ave	Jam Development, LLC
BD-CMBR-26-00165	1547 Bullard Ave	Nordic Investments LLC
BD-CMBR-26-01519	195 W Shaw Ave, Suite 101B	195 West Shaw Avenue, LLC
BD-CMBR-26-00636	116 Malio Dr	MNFO EL Paso LLC, A Texas Limited Liability Company
BD-CMBR-26-00971	604 Ellery Ave	Eknoian Investment Ra Group, LLC, A California Limited Liability Company
PM 2024-002	West Area of N. Clovis & Palo Alto Avenues	Blue Estoril Holdings LLC, A California Limited Liability Company, And Mouton Quattro Pikes Peak LLC, A California Limited Liability Company
SPR 2025-010	759 W. International	Clovis Hills Community Church Of Clovis, California, A California Corporation



CITY of CLOVIS

Report to the City Council

To: City Council

From: Public Utilities Department

Date: September 14, 2026

Staff: Sarai Yanovsky, Principal Utilities Engineer

Subject: Public Utilities - Approval - Bid Award for CIP 25-15, Reservoir 4 Tank Liner, to Cal Sierra Construction, Inc., in the amount of \$787,967.00; and Authorize the City Manager to Execute the Agreement on Behalf of the City.

Recommendation: Approve

Attachments:

1. CIP 25-15 Reservoir 4 Tank Liner ATT 1 Vicinity Map
2. CIP 25-15 Reservoir 4 Tank Liner ATT 2 Draft Agreement

Recommendation:

For the City Council to award an agreement for CIP 25-15 Reservoir 4 Tank Liner to Cal Sierra Construction, Inc., in the amount of \$787,967.00; and authorize the City Manager to enter into an agreement on behalf of the City.

Executive Summary:

Staff is recommending that City Council approve awarding the project agreement and authorize the City Manager to execute the agreement with Cal Sierra Construction, Inc., in the amount of \$787,967.00. Cal Sierra Construction, Inc., was the lowest responsible bidder from the bid opening that took place on August 25, 2026.

This project involves surface preparation, repairs, and application of protective coating to all internal surfaces of the reservoir structure, including but not limited to the reservoir walls, all metal attachments, appurtenance, structural components, and accessories.

Background:

The following is a summary of bids received on August 25, 2026:

BIDDER	BASE BID
Cal Sierra Construction, Inc.	\$787,967.00
BCS	\$800,854.20

National Coating and Lining	\$870,844.00
Eurostyle Management	\$1,015,900.00
Resource Development Company	\$1,105,800.00
Advanced Industrial Services, Inc.	\$1,131,400.00
Viking Industrial Painting, LLC	\$1,256,400.00
Capital Industrial Coatings	\$1,451,655.00
Spiess Construction Company	\$1,490,020.00
ENGINEER'S ESTIMATE	\$896,250.00

All bids were examined and found to be in order, except for minor clerical errors contained in two bids that were corrected using the “rules of construction” included in the bid instructions for determining the total bid amounts by using the total of the bid items, and using the listed price in written words over a different price in figures if there is a discrepancy between words and figures to establish the appropriate base bids for comparison.

The two minor clerical errors are described as follows. The bid proposal submitted by the apparently responsive low bidder – Cal Sierra Construction, Inc. – incorrectly added the total of all bid items as \$723,572.00. Resolving the arithmetic error in accordance with the bid instructions resulted in a \$64,395.00 increase to the listed base bid total amount, but the resulting \$787,967.00 was still the lowest bid. The bid proposal submitted by National Coating and Lining had a discrepancy between words and figures for bid item 3. Resolving the discrepancy in accordance with the bid instructions resulted in a \$120,000.00 increase to the listed base bid total amount submitted by National Coating and Lining, and changed their initial bid order upon bid opening from second lowest to third lowest. After applying the same “rules of construction” in the bid instructions to correct the clerical errors in both bids, the lowest responsible bidder is Cal Sierra Construction, Inc. Staff has validated the lowest bidder's contractor's license status and bid bond.

National Coating and Lining, the third-lowest bidder, submitted a bid protest on August 27, 2026. The protest contended that the lowest bid submitted by Cal Sierra Construction, Inc., was not a responsive bid and the agreement should be awarded to the lowest responsive and responsible bidder. While National Coating and Lining's bid protest failed to comply with the Bid Protest Procedures as required by the City's Standard Specifications and may be rejected as invalid without review, City staff and the City Attorney's office have nevertheless reviewed and considered each of the four points raised in National Coating and Lining's bid protest documentation. Cal Sierra Construction, Inc., submitted a formal response to the protest on Monday afternoon, August 31, 2026.

Upon review of the bid packages, bid protest, and supporting documentation, staff determined that the bid from Cal Sierra Construction, Inc., complies with the requirements of the construction specifications and is the lowest responsive bid. City staff and the City Attorney's office have determined each point raised in the bid protest lacks merit and does not prevent the City from determining the bid from Cal Sierra Construction, Inc., is the lowest responsive bid.

Therefore, staff recommends that the City Council reject the bid protest submitted by National

Coating and Lining and approve the award of this agreement to Cal Sierra Construction, Inc.

Fiscal Impact:

This project was budgeted for in the 2026-2027 Water Enterprise Budget.

Reason for Recommendation:

This project was budgeted for the 2026-2027 budget year. There are sufficient funds available for the anticipated cost of this agreement, and Cal Sierra Construction, Inc., has been determined to be the lowest responsive bidder.

Actions Following Approval:

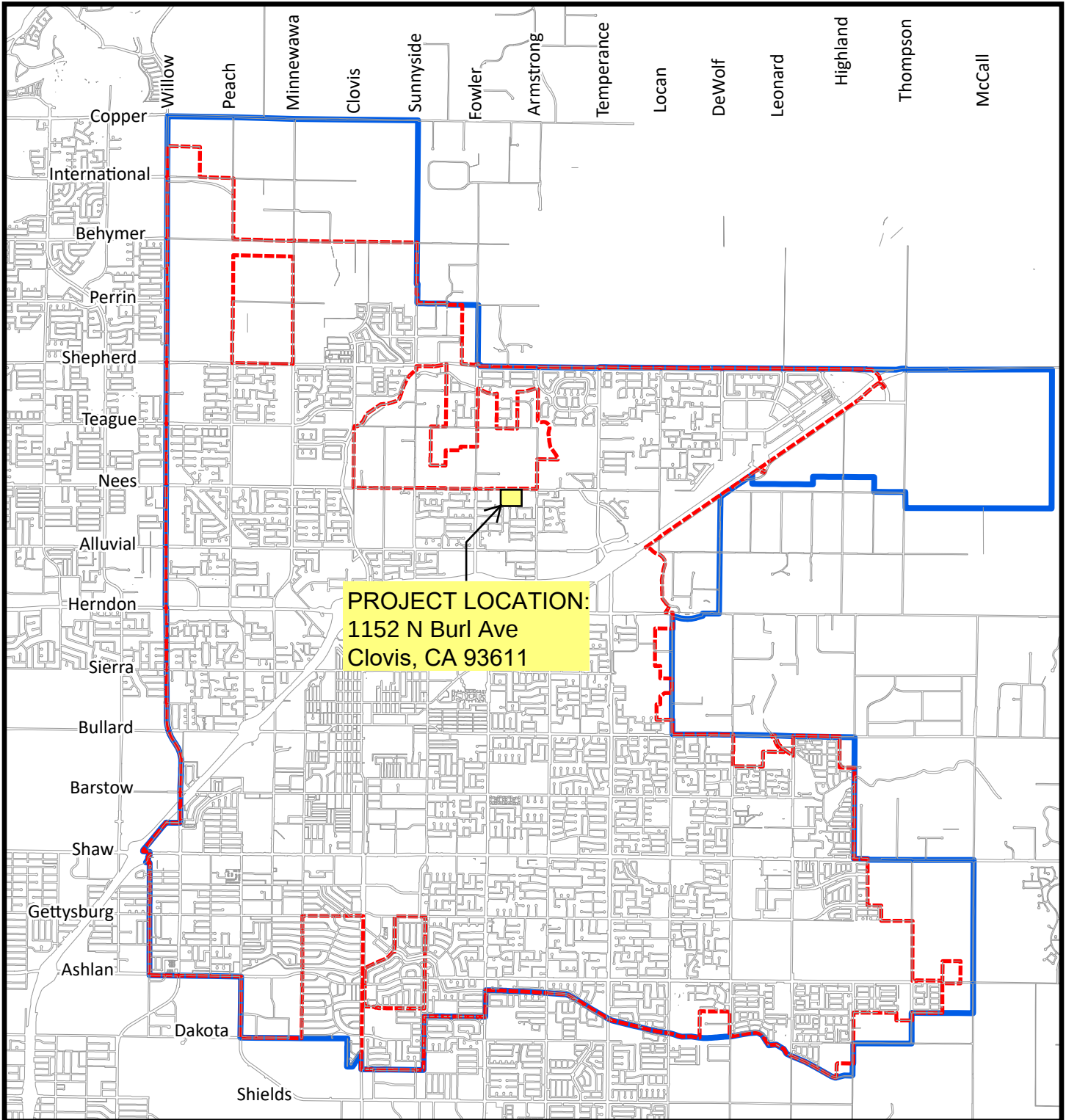
The agreement will be prepared and executed, subject to the contractor providing performance security that is satisfactory to the City and construction will begin approximately two (2) weeks after the agreement is executed and be completed in sixty (60) working days thereafter.

Conflict of Interest:

None.

VICINITY MAP

CIP 25-15 Reservoir 4 Tank Liner

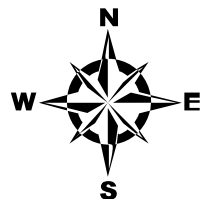


PROJECT LOCATION:
1152 N Burl Ave
Clovis, CA 93611



Legend

- City Limits
- Sphere of Influence



Print Date: September 8, 2026

Eric Oliver

AGREEMENT

This agreement made at the City of Clovis, California, by and between Cal Sierra Construction, Inc., hereinafter called the Contractor, and the City of Clovis, hereinafter called the Owner.

WITNESSETH: That the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor agrees to furnish all labor and materials, including tools, implements and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, materialmen, subcontractors, artisans, machinists, teamsters, draymen and laborers required for the Reservoir 4 Tank Liner ("Project") as described in the Scope of Work in the Contract Documents.

ARTICLE 2. RELATIONSHIP OF PARTIES. Contractor, its subcontractors, and their respective officers, associates, agents, volunteers and employees acting to perform the services under this Agreement shall act as independent contractors and not as officers, employees, or agents of the Owner for any purpose. Contractor is engaged in an independently established trade, occupation, or business to perform the services required by this Agreement and is hereby retained to perform work that is outside the usual course of Owner's business. Contractor is free from the control and direction of Owner in connection with the manner of performance of the work. Nothing contained in this Agreement shall be deemed to create any contractual relationship between Owner and Contractor's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Contractor's employees or subcontractors, any claim or right of action against Owner. Contractor shall have no authority, express or implied, to bind Owner to any obligation whatsoever.

ARTICLE 3. CONTRACT; CONTRACT DOCUMENTS. The Contract, which may also be referred to as the Contract Documents, consists of those documents related to the Project as specified in the Owner's Standard Specifications §1-9. If there is a conflict between the Contract Documents, it shall be resolved pursuant to Standard Specifications §4-2.

ARTICLE 4. PAYMENT. The Owner agrees to pay the Contractor the following sum for satisfactory performance of the Work:

Seven hundred eighty-seven nine hundred and sixty-seven
dollars (\$787,967.00)

This price may be based, in part or in whole, upon the estimated quantities of materials to be used as set forth in the Contractor's Bid Proposal; and upon completion of the Project, the final contract price shall be revised, if necessary, to reflect the true quantities used at the stated unit price thereof as contained in the Contractor's Bid Proposal hereto attached.

ARTICLE 5. PROGRESS OF THE WORK. The Contractor shall begin the Work, and shall complete the Work, as required by the Contract Documents, including but not limited to Specifications Section 96-04.

ARTICLE 6. TERMINATION. Owner may terminate or suspend this Agreement as permitted in the Contract Documents.

ARTICLE 7. INDEMNITY AND INSURANCE. Contractor shall indemnify and hold harmless and covered as additional insured Owner and its officers, officials, employees, and agents as

required below and in the Contract Documents, and shall provide insurance as follows:

A. Insurance Requirements For Contractors

With construction risks, Contractor shall, at its sole cost and expense, procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

B. Minimum Scope of Insurance

In addition to the requirements of the Standard Specifications and other contract documents, coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

In addition to the requirements of the Standard Specifications and other contract documents, Contractor shall maintain limits no less than:

1. General Liability: \$3,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Owner, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded

to the Owner, its officers, officials, employees, agents or volunteers.

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Owner, its officers, officials, employees, agents or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to the Owner.
6. During the course of the Contract, the Contractor is responsible for all damages, theft, or other losses in regards to materials, supplies or equipment to be used in the work.

F. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to the City.

G. Verification of Coverage

Contractor shall furnish the Owner with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the Owner before work commences. The Contractor's insurer shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

H. Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

ARTICLE 8. BONDS. The Contractor shall forthwith furnish in triplicate, a faithful performance bond on the Owner's form in an amount equal to 100% of the contract price and a labor and materials bond in an amount equal to 100% of the contract price, both bonds to be written by a surety company acceptable to the Owner and in the form prescribed by law.

ARTICLE 9. WARRANTY. Contractor warrants and guarantees the Work as detailed in the Contract Documents, including but not limited to Specification sections 3-5, 5-23, 6-10, 7-23, and 96-30.

ARTICLE 10. WARRANTY. Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within twenty-four (24) months after date on which this contract is accepted by the Owner, the undersigned agrees to reimburse the Owner, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the Owner, to replace any such materials and

to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

The Owner shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the Owner. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the Owner shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

ARTICLE 11. ENTIRE AGREEMENT. The Contract constitutes the entire agreement between the parties relating to the Project, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE 12. EXECUTION OF OTHER DOCUMENTS. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

ARTICLE 13. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

ARTICLE 14. BINDING EFFECT. Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

ARTICLE 15. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM. If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Fresno, subject to transfer of venue under applicable State law.

ARTICLE 16. AMENDMENTS. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the City Council.

ARTICLE 17. ASSIGNMENT OF CONTRACT. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond, and the Owner.

ARTICLE 18. WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

IN WITNESS WHEREOF, they have executed this Agreement the _____ day of _____, 2026.

Cal Sierra Construction, Inc. ("CONTRACTOR")

CITY OF CLOVIS

By _____
Marco Lucich, President

By _____
Andrew Haussler, City Manager

By _____
Briana Parra, City Clerk

DRAFT



CITY of CLOVIS

Report to the City Council

To: City Council
From: Planning and Development Services Department
Date: September 14, 2026
Staff: Thad Avery, City Engineer
Subject: Consider Approval - Policy on the Timing of Off-Site Infrastructure Improvements for Entitlements to Maintain Public Safety.

Recommendation: Approve

Attachments:

1. Off-site Improvements Policy ATT 1 Policy on Timing
2. Off-site Improvements Policy ATT 2 BIAFM Letter of Support

Recommendation:

For the City Council to approve the proposed policy on the timing of off-site infrastructure improvements for entitlements to maintain public safety.

Executive Summary:

This staff report presents for City Council consideration a proposed policy establishing a clear, consistent, and enforceable framework for the timing of off-site infrastructure improvements required as a condition of development entitlements in the City of Clovis. The policy is designed to maintain the highest level of public safety — including police and fire response capability — as development occurs in Clovis's growth areas and traffic volumes increase.

The proposed policy formalizes the direction provided by City Council at the April 13, 2026, meeting, where staff presented multiple options for addressing the timing of off-site improvements and Council directed staff to return with a formal policy. The policy incorporates elements from two options to establishing Development Agreements for off-site improvements — while also integrating a "good faith" standard and permit suspension authority to ensure enforceability.

Staff recommends City Council approve the proposed policy on the timing of off-site infrastructure improvements for entitlements to maintain public safety.

Background:

As developments continue along the urban / rural fringes of Clovis, there has been a growing need to revisit and address the timing of off-site infrastructure improvements to maintain public safety. In December 2024, the City of Clovis conducted a workshop with the County of Fresno to address how the City and County can collaborate on planning, development, and street improvements as Clovis

grows outward. The goal of the workshop was to frame and explore innovative ways to imagine how Clovis ensures safer roads as the City expands into county areas.

At the beginning of 2026, City staff sought feedback from the industry on the subject of how to time off-site improvements for development. Two industry-wide meetings were held on January 13, 2026, and February 5, 2026, where feedback was gathered along with feedback sent to staff in email correspondence. Two formal letters were sent to staff on the subject, from the Building Industry Association and Lennar Homes. Staff worked with the industry to provide City Council with options on how to modify the City process to address the concerns that have been raised.

To provide a systematic and consistent process to appropriately time the major off-site improvements required for development, all options start with providing a nexus for improvement timing. The nexus for street improvement timing is proposed to be included in a phasing component added to the traffic study for the development. The phasing would be tied to the number of units that trigger each specific need.

At the April 13, 2026, City Council meeting, staff presented the following five options for modifying the City's process:

1. Limit the number of permits allowed by a development prior to specific improvements being completed as outlined as needed in the studies.
2. Limit the number of permits but correlate units that trigger improvements to the completion of a full phase (final map). With the intention of not including permit limitations mid-map completion and instead not allowing the approval of the next phase until improvements are completed.
3. Establish a separate off-site improvement development agreement near the tentative map approval. Have the agreement operate independently of subsequent developer agreements. The agreement would identify timing and how many units would be supported by each improvement.
4. Establish a schedule for improvements with a developer prior to a project and if the developer is not meeting the schedule in good faith, then the City can halt permit issuance.
5. Maintain the current City policy of requiring the completion of off-site infrastructure prior to full tract final acceptance.

Staff recommended either options 2 or 3. After Council and public input, City Council gave staff direction to create a policy based on option 4 with the capability of using option 3 and return to Council with a formal policy to approve.

After the April 13, 2026, council meeting, staff prepared a draft policy and had the following interaction with the industry:

- June 12, 2026 – Staff shared a draft policy with the industry.
- June 25, 2026 – Staff held a virtual meeting with the industry to receive feedback. Minimal feedback was received, so staff set a deadline of July 31, 2026, for submittal of additional feedback by email.
- July 30, 2026 – Building Industry Association of Fresno/Madera (BIAFM) submitted a letter of comments on the draft policy to staff.
- August 19, 2026 – Staff held a virtual meeting with BIAFM to discuss modifications that had been made to the draft policy to address the comments in their letter. One comment of concern was made in the meeting related to the updated draft policy.
- August 21, 2026 – Staff shared a final draft of the policy to BIAFM with the modification

addressing their additional comments.

The policy, created with feedback from the industry, provides a systematic and consistent process to appropriately time the major off-site improvements required for development. The attached proposed policy contains eight sections addressing the full life cycle of off-site improvement timing, from technical study requirements through policy review, with the following as the main sections of the policy. The policy establishes the traffic study and other supplemental studies as the nexus for improvement timing in the Technical Study Requirement section. The Development Agreement section outlines what will be required and the timelines to be met in the subdivision or development agreement. The good faith that the developer will be held to is outlined in the Good Faith Standard section. The permit suspension authority that is given to the City Engineer when good faith is not met is outlined in the Permit Suspension Authority section.

Fiscal Impact:

Estimated to not impact the overall cost of a project for the City. The BIAFM has concerns of reimbursement timing which can be addressed within the development agreement consistent with current code and policies.

Reason for Recommendation:

To provide a systematic and consistent process to appropriately time off-site infrastructure for entitlements to maintain public safety.

Actions Following Approval:

Follow the approved policy by incorporating the phasing element requirement into all new studies scopes for all entitlements and include the phasing in the development agreement language.

Conflict of Interest:

None.



CITY *of* CLOVIS

1033 FIFTH STREET • CLOVIS, CA 93612

PLANNING AND DEVELOPMENT SERVICES

POLICY: TIMING OF OFF-SITE INFRASTRUCTURE IMPROVEMENTS FOR ENTITLEMENTS

Section 1 — Purpose and Intent

The purpose of this policy is to establish a clear, consistent, and enforceable framework for the timing of off-site infrastructure improvements required as a condition of development entitlements in the City of Clovis. This policy is intended to maintain the highest level of public safety — including police and fire response capability — as development occurs in Clovis's growth areas and traffic volumes increase. This policy is also intended to promote transparency and collaboration between the City and the development community, and to ensure that infrastructure is built in a coordinated and efficient manner.

Section 2 — Applicability

This policy applies to all entitlements within the City of Clovis. While the primary focus is on street improvements, traffic signals, and traffic control measures, the policy shall also be applied to water, sewer, and other utility improvements as determined by the City Engineer.

Section 3 — Technical Study Requirements

3.1 All entitlements are required to prepare a traffic study by a qualified traffic engineer in accordance with the City of Clovis Transportation Impact Analysis (TIA) guidelines as determined by the City Engineer. The traffic study shall include a **phasing element** that identifies:

- The number of dwelling units (DUs) or percentage of project that can be supported before each specific off-site improvement must be completed;
- The specific improvements required at each phase threshold;
- Interim improvement measures that may be implemented to maintain public safety, infrastructure integrity, or traffic flow during construction phases.

3.2 The traffic study shall be coordinated with the Clovis Fire Department (CFD) and Clovis Police Department (CPD) to ensure that access and emergency response time requirements are incorporated into the phasing analysis.

3.3 The City Engineer may also require supplemental studies for water, sewer, other utility improvements, or a safety response time as part of the entitlement process. A phasing element may also be required depending on the size and impact of the project.

Section 4 – Development Agreement

4.1 Prior to approval of a final map or issuance of the first building permit, the City and the developer shall execute a **Development Agreement for Off-Site Improvements** (the "Development Agreement"). For residential tracts there is the option of including the timing language in the tract Subdivision Agreement instead of creating a separate Development Agreement.

4.2 Unless the City and developer enter into a Subdivision Agreement for a residential tract that addresses the following requirements, a Development Agreement between the City and developer as addressed above shall include the following:

- A schedule of all required off-site improvements, tied to unit count thresholds established by any technical study;
- Identification of the party responsible for each improvement;
- Provisions for coordination with third-party utilities and agencies (PG&E, FID, Fresno County, etc.);
- A definition of "good faith" progress, including acceptable causes of delay if public safety is not affected;
- The consequences of failing to meet the schedule, including suspending building permit issuance.
- Improvement security in accordance with Section 9.112.040 of the Clovis Municipal Code.

4.3 The Development Agreement shall identify any multi-jurisdictional improvements and the process for addressing them.

Section 5 – Good Faith Standard

5.1 The determination of whether a developer is making good faith progress is solely within the discretion of the City Engineer, in consultation with the City Manager and City Attorney as the City Engineer deems necessary.

5.2 A developer shall be deemed to be making "good faith" progress toward completion of a required improvement if the City Engineer determines all of the following:

- The developer is actively pursuing completion of the improvement and is not a substantial cause of the unreasonable delay; and

- Delay is primarily attributable to a third party or third parties (e.g., utility company, right-of-way acquisition, regulatory approval, material supplier), force of nature, or unforeseen difficulties and the developer is actively working to resolve the delay; and
- The developer has notified the City Engineer of the delay and provided a revised schedule for completion.

5.3 When completion of a required improvement is delayed, which impacts public safety (e.g., police or fire response times) the delay must be immediately addressed as provided in Section 6 below.

Section 6 – Permit Suspension Authority

- 6.1 If the City Engineer determines that a developer is not meeting the improvement schedule in good faith or if there is a public safety issue the development has amplified or created, the City Engineer shall issue a **Notice of Non-Compliance** to the developer.
- 6.2 If the developer does not cure the non-compliance within five (5) business days of the Notice, the City Engineer may suspend the issuance of building permits for the project of applicable phase for which the offsite improvements are conditioned until the developer demonstrates compliance or submits a remediation plan acceptable to the City Engineer.
- 6.3 The developer may appeal a permit suspension to the City Manager within three (3) business days of the suspension, but any appeal shall not relieve the developer from curing any non-compliance or pursuing a remediation plan, and the suspension shall not be stayed pending any appeal. The City Manager shall notify the developer of the decision on the appeal within five (5) calendar days.
- 6.4 The developer may appeal the decision of the City Manager within three (3) business days to the City Council. The appeal will be placed on the agenda of the next reasonably available council meeting.

Section 7 – Interim Improvements

- 7.1 Where a permanent improvement cannot be constructed immediately due to phasing, funding, or third-party constraints, the City Engineer may require the developer to construct **interim improvements** to maintain public safety, infrastructure integrity, or traffic flow.
- 7.2 Interim improvements shall be identified in the traffic study or other technical study(ies) and incorporated into the Development Agreement or may be agreed upon as part of a remediation plan (Section 6.2) in response to a Notice of Non-Compliance.

Section 8 – Policy Review

This policy shall be reviewed by the City Engineer and Planning and Development Services Director to assess its effectiveness and make recommendations to the City Council for any policy modifications.



September 1, 2026

Honorable Mayor and Members of the City Council
City of Clovis
1033 Fifth Street
Clovis, CA 93612

VIA EMAIL

RE: Letter of Support — Off-Site Infrastructure Improvement Timing Policy

Honorable Mayor and Councilmembers:

On behalf of the Building Industry Association of Fresno and Madera Counties, I write in support of the proposed policy governing the timing of off-site infrastructure improvements associated with entitlements, and I respectfully urge the Council's adoption.

BIAFM submitted formal comments on the draft policy on July 30, 2026, identifying several areas where we believed additional clarity would improve implementation. On August 19, 2026, the members of the BIA met with City staff to work through those concerns directly. We want to recognize City Engineer Thad Avery and Renee Mathis for the professionalism and good faith they brought to that conversation. Staff listened, asked hard questions, and returned with revisions that meaningfully address the substance of what our members raised.

That process reflects the working relationship our two organizations have built over many years. Clovis has long distinguished itself by engaging the development community early rather than after the fact, and this policy is a product of that approach. Predictable, clearly articulated standards for when off-site improvements must be constructed benefit the City, the building industry, and ultimately Clovis residents who depend on housing being delivered on a workable timeline.

BIAFM supports the policy as presented. As with any new policy, implementation will reveal questions that no amount of advance drafting can anticipate.

Thank you for your consideration, and for the City's continued partnership.

Respectfully,

Darren C. Rose

Darren Rose

President & CEO

Building Industry Association of Fresno & Madera Counties

cc: Thad Avery, City Engineer

Renee Mathis, Planning and Development Services

BIAFM Clovis Liaison Committee



CITY *of* CLOVIS

Report to the City Council

To: City Council
From: Administration
Date: September 14, 2026
Staff: Andrew Haussler, City Manager
Subject: Consider Approval - Change of Council Meeting Schedule.
Recommendation: Approve
Attachments: None

Recommendation:

For the City Council to approve the cancellation of the regular Council meeting scheduled for Monday, September 21, 2026.

Executive Summary:

There is a need to change the schedule of meetings for the City Council in September. Staff is recommending that City Council approve the cancellation for the meeting of Monday, September 21, 2026.

Background:

Staff was able to consolidate the agenda items to the first and second Council meetings in September. Therefore, staff is recommending Council consider canceling the meeting of September 21, 2026, due to the limited number of items on the agenda. Given adequate notice, staff will be able to amend the timing of actions coming forward so that operations will not be affected by the cancellations.

Fiscal Impact:

None.

Reason for Recommendation:

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

Actions Following Approval:

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

Conflict of Interest:

None.