



CITY of CLOVIS

AGENDA • CITY COUNCIL MEETING

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

January 16, 2024

6:00 PM

Council Chamber

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

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

Written Comments

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

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



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

Verbal Comments

- If you wish to speak to the Council on an item by telephone, you should contact the City Clerk at (559) 324-2060 no later than 4:00 p.m. the day of the meeting.
- You will be asked to provide your name, phone number, and your email. You will be emailed instructions to log into Webex to participate in the meeting. Staff recommends participants log into the Webex at 5:30 p.m. the day of the meeting to perform an audio and mic check.
- All callers will be placed on mute, and at the appropriate time for your comment your microphone will be unmuted.
- In order for everyone to be heard, please limit your comments to 5 minutes or less, or 10 minutes per topic

Webex Participation

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

CALL TO ORDER

FLAG SALUTE - Councilmember Bessinger

ROLL CALL

PUBLIC COMMENTS - This is an opportunity for the members of the public to address the City Council on any matter within the City Council's jurisdiction that is not listed on the Agenda. In order for everyone to be heard, please limit your comments to 5 minutes or less, or 10 minutes per topic. Anyone wishing to be placed on the Agenda for a specific topic should contact the City Manager's office and submit correspondence at least 10 days before the desired date of appearance.

ORDINANCES AND RESOLUTIONS - With respect to the approval of resolutions and ordinances, the reading of the title shall be deemed a motion to waive a reading of the complete resolution or ordinance and unless there is a request by a Councilmember that the resolution or ordinance be read in full, further reading of the resolution or ordinance shall be deemed waived by unanimous consent of the Council.

CONSENT CALENDAR - Items considered routine in nature are to be placed upon the Consent Calendar. They will all be considered and voted upon in one vote as one item unless a Councilmember requests individual consideration. A Councilmember's vote in favor of the Consent Calendar is considered and recorded as a separate affirmative vote in favor of each action listed. Motions in favor of adoption of the Consent Calendar are deemed to include a motion to waive the reading of any ordinance or resolution on the Consent Calendar. For adoption of

ordinances, only those that have received a unanimous vote upon introduction are considered Consent items.

- [1.](#) Administration - Approval - Minutes from the January 8, 2024, Council Meeting.
- [2.](#) Administration - Approval - Authorize the City Manager, or designee, to execute a Permanent Local Housing Allocation Program funding agreement with Central California Housing Corporation (doing business as Affordable Housing Development Corporation (AHDC)), and Better Opportunities Builder, Inc. (BOB), in the amount of up to \$1,481,281, and any amendments thereto, for the development of a 51-unit affordable senior rental housing project at 135 Osmun Avenue.
- [3.](#) Finance – Receive and File – Investment Report for the Month of August 2023.
- [4.](#) Finance – Receive and File – Treasurer’s Report for the Month of August 2023.
- [5.](#) Finance – Receive and File – Status Report of Development Fee Funds for the fiscal year ended June 30, 2023.
- [6.](#) General Services – Approval - Res. 24-____, Adopting Amendments to the Deputy Police Chief Salary Schedule.
- [7.](#) General Services – Approval – Res. 24-____, Authorizing Amendments to the City’s Classification Plan by Revising the Police Officer Recruit/Lateral Classification in the Police Department.
- [8.](#) General Services – Approval – Res. 24-____, Authorizing Amendments to the City’s Classification Plan by Revising the Transit Dispatcher Classification in the General Services Department.
- [9.](#) General Services – Approval - Res. 24-____, Approving a Side Letter Agreement with Clovis Employees Association to Add a 401(a) Plan.
- [10.](#) General Services – Approval - Claim Rejection of the General Liability Claim on behalf of Maria Guadalupe Madrigal, Maria Isabel Madrigal, Miguel Madrigal, The Estate of Melchor Madrigal by Maria Isabel Madrigal, Eleazar Madrigal, and Jose Madrigal.

PUBLIC HEARINGS - A public hearing is an open consideration within a regular or special meeting of the City Council, for which special notice has been given and may be required. When a public hearing is continued, noticing of the adjourned item is required as per Government Code 54955.1.

- [11.](#) Consider items associated with approximately 155 acres of land located on the north side of Shepherd Avenue, between N. Sunnyside and N. Fowler Avenues. Great Bigland, LP., owner/ applicant; Harbour and Associates, representative. (Continued from the December 11, 2023, Council Meeting and to be continued to a date uncertain.)
 - a. Consider Approval - Res. 24-____, A Resolution of the Clovis City Council: (1) Certifying the Final Environmental Impact Report for the Shepherd North Project; (2) Adopting CEQA Findings of Fact and a Statement of Overriding Consideration; and (3) Adopting a Mitigation Monitoring and Reporting Program.
 - b. Consider Approval – Res. 24-____, A Resolution of the Clovis City Council approving a request to expand the City’s sphere of influence to include approximately 155 acres of land.
 - c. Consider Approval - Res. 24-____, GPA2021-006, A Resolution of the Clovis City Council approving a request to amend the circulation element of the General Plan to allow for the placement of a Shepherd Avenue access point on the north side of Shepherd Avenue, between N. Sunnyside and N. Fowler Avenues.

d. Consider Approval - Res. 24-____, GPA2021-005, A Resolution of the Clovis City Council approving a request to amend the land use element of the General Plan for the Development Area (approximately 77 acres) from the Rural Residential land use designation to the Medium-High Density Residential land use designation.

e. Consider Introduction - Ord. 24-____, R2021-009, An Ordinance of the Clovis City Council approving a request to prezone property within the Development Area (approximately 77 acres) of the Project site from the Fresno County AL20 Zone District to the Clovis R-1-PRD Zone District.

f. Consider Approval - Res. 24-____, TM6205, A Resolution of the Clovis City Council approving a request to approve a vesting tentative tract map for a 605-lot single-family planned residential development.

g. Consider Approval - Res. 24-____, PDP2021-004, A Resolution of the Clovis City Council approving a request to approve a planned development permit for a 605-lot single-family residential development.

h. Consider Approval - Res. 24-____, RO307, A Resolution of the Clovis City Council approving Application for the Annexation of the Territory known as the Shepherd-Sunnyside Northeast Reorganization for the Development Area (approximately 77 acres).

i. Consider Approval - Res. 24-____, A Resolution of the Clovis City Council approving an amendment to the 2017 Amended and Restated Memorandum of Understanding between the County of Fresno and City of Clovis regarding a Sphere of Influence Expansion to add approximately 155 acres and the Standards of Annexation to address the annexation of approximately 77 acres of property (Shepherd-Sunnyside Northeast Reorganization).

Staff: George González, Senior Planner

Recommendation: Continue to a date uncertain.

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

[12.](#) Consider Approval – Enter into a Cooperative Agreement and Agreement for the Exchange of Real Property (Clovis Regional Library Project) with the County of Fresno, and Authorize the Mayor to Execute the Agreement on Behalf of the City.

Staff: Thad Avery, City Engineer

Recommendation: Approve

[13.](#) Consider – A Request from the County of Fresno for the City of Clovis to Permanently Supply a Water Service Connection to County Service Area (CSA) 10A.

Staff: Paul Armendariz, Assistant Public Utilities Director, and Thad Avery, City Engineer

Recommendation: Deny

14. Receive and File – Report on the National Community Survey results.

Staff: Chad McCollum, Economic Development, Housing and Communications Director

Recommendation: Receive and File

CITY MANAGER COMMENTS

COUNCIL COMMENTS

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

15. Government Code Section 54956.9(d)(1)
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Case Name: Desiree Martinez v. City of Clovis, et al., Case No. F082914

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:

Feb. 5, 2024 (Mon.)
Feb. 12, 2024 (Mon.) (To be Cancelled)
Feb. 13, 2024 (Tue.) (Joint Meeting with CUSD)
Feb. 20, 2024 (Tue.)
Mar. 4, 2024 (Mon.)
Mar. 11, 2024 (Mon.)
Mar. 18, 2024 (Mon.)

CLOVIS CITY COUNCIL MEETING

January 8, 2024

6:00 P.M.

Council Chamber

Meeting called to order by Mayor Ashbeck at **6:02**
Flag Salute led by Councilmember Basgall

Roll Call: Present: Councilmembers Basgall, Bessinger, Mouanoutoua, Pearce
Mayor Ashbeck

PRESENTATION – 6:03

6:03 – ITEM 1 - PRESENTATION OF PROCLAMATION DECLARING JANUARY AS NATIONAL SLAVERY AND HUMAN TRAFFICKING PREVENTION MONTH.

6:19 – ITEM 2 - PRESENTATION - UPDATE ON THE CLOVIS SENIOR ACTIVITY CENTER.

PUBLIC COMMENTS – 6:24

Malcolm Gibson, resident, commented on affordable housing.

CONSENT CALENDAR – 6:30

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

3. Administration - Approved - Minutes from the December 11, 2023, Council Meeting.
4. Administration - Approved - **Res. 24-01**, Authorizing submittal of the Cottages at Magnolia Crossing development funding application to the Fresno Council of Governments, in the amount of \$1 million, as the City of Clovis application for REAP 2.0 Program Funds.
5. General Services – Approved - Claim Rejection of the General Liability Claim of Jerry Egger.
6. General Services – Approved – **Res. 24-02**, Authorizing Amendments to the Information Technology Technician, Information Technology Specialist, Senior Information Technology Specialist, Information Technology Analyst, and Senior Information Technology Analyst Classifications in the Information Technology Division.
7. Police - Approved – **Res. 24-03**, Authorizing the City Manager to Execute a Memorandum of Understanding and Grant Cooperative Agreement between the City of Fresno and the Fresno Police Department and amend the Police Department Budget to reflect the award of a \$6,068,700.00 grant.
8. General Services – Approved – **Res. 24-04**, Amending the City’s FY 2023-2024 Position Allocation Plan by adding five (5) Police Officer/Recruit positions and adding one (1) Public Safety Dispatcher position within the Police Department.
9. General Services – Approved – **Res. 24-05**, Authorizing Amendments to the Building Official Classification in the Planning and Development Services Department.

- 10. General Services - Approved – **Res. 24-06**, Authorizing Amendments to the City’s Classification and Compensation Plans to Revise the Housing Program Manager Classification with a Salary Range of \$9,381 to \$11,403 per month, and Approved – **Res. 24-07**, Amending the City’s FY 23-24 Position Allocation Plan.
- 11. General Services – Approved – **Res. 24-08**, Amending the City’s FY 2023-2024 Position Allocation Plan by adding one (1) Fire Inspector II position within the Fire Department.
- 12. General Services – Approved – **Res. 24-09**, Authorizing Amendments to the City’s Classification Plan by Revising the Deputy City Engineer Classification in the Planning and Development Services Department.
- 13. Planning and Development Services – Approved – Final Acceptance for CIP 19-11 Bullard Avenue Rehabilitation.
- 14. Planning and Development Services – Approved - Authorizing the City Manager or designee to execute two real property purchase agreements and associated documentation for sites associated with needed water infrastructure projects consistent with the Water Master Plan as follows: a. for approximately 3.3 acres located on Sunnyside Avenue, north of Shepherd Avenue (Partial acquisition of APN 556-040-23). Patrick Vincent Ricchiuti, as Trustee of the Patrick Vincent Ricchiuti Family Trust and Frances Ricchiuti, Successor Trustee of the Pat and Frances Ricchiuti Charitable Trust, Owners; and b. for approximately 1.7 acres located south of Behymer Avenue, east of Willow Avenue (Partial acquisition of APN 556-010-39). P.R. Farms, Incorporated, Owner.

ADMINISTRATIVE ITEMS – 6:30

6:30 ITEM 15 - ADOPTED – **ORD. 23-12**, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS AMENDING SECTIONS 5.22.02 AND 5.22.05 OF CHAPTER 5.22, OF TITLE 5 OF THE CLOVIS MUNICIPAL CODE PERTAINING TO DEFINITIONS AND REGULATIONS FOR DELIVERIES OF MEDICAL MARIJUANA WITHIN THE CITY. (VOTE: 3-1-1 WITH COUNCILMEMBER PEARCE VOTING NO AND COUNCILMEMBER BASGALL ABSENT.)

Councilmember Pearce noted that the vote to approve the introduction of the ordinance amendment from the December 11, 2023, City Council meeting was incorrect on the January 8, 2024, agenda. The January 8, 2024, agenda identified the vote as 4-0-1 with Councilmember Basgall absent. The correct vote is 3-1-1 with Councilmember Pearce voting no and Councilmember Basgall absent.

Motion for approval by Councilmember Mouanoutoua, seconded by Councilmember Bessinger. Motion carried 4-1 with Councilmember Pearce voting no.

6:33 ITEM 16 - APPROVED – REQUEST FOR STREET CLOSURE BY HOT RODS FRESNO TO HOLD A CAR SHOW ON APRIL 13.

Cora Shipley, BOOT President, shared concerns with a fourth Saturday event in the month of April.

Bill F., Hot Rods Fresno representative, commented in support of the event.

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

6:51 ITEM 17 - RECEIVED AND FILED - RESULTS OF THE KOSMONT COMPANIES ANALYSIS OF THE CITY OF CLOVIS DEVELOPMENT IMPACT FEE PROGRAM.

Jerry Cook, property owner, commented in support of CFDs in the northeast area and encouraged the City Council to act now.

Mike Prandini, BIA president, request for the City Council to direct staff to move forward with study and review the process. He also encouraged the City Council to hire a financial consultant to analyze and implement CFDs.

Arakel Arisian, encouraged the City Council to take action to start the work now.

Julie C., resident, commented in support of CFDs.

It was the consensus of the City Council to direct staff to continue working on the analysis of development impact fees and present options for the City Council to consider.

8:29 ITEM 18 - CONSIDER – A REQUEST FROM THE GENERAL PARTNERS, LOMA VISTA MARKETPLACE LOCATED AT THE SOUTHWEST CORNER OF SHAW AND LEONARD AVENUES REGARDING ACCESS TO THE SHOPPING CENTER DURING THE CONSTRUCTION WORK ON SHAW AVENUE.

William Dyke, General Partners President, spoke in support of keeping Shaw Avenue open during construction.

Dan Zack, General Partners urban planning consultant, presented additional options for the City Council to consider with the goal to keep Shaw Avenue open during construction.

Peter, Geneal Partners retail and finance consultant, shared concerns regarding financial impacts should Shaw Avenue be closed.

Phil Neufeld, General Partners representative, spoke in support of keeping Shaw Avenue open during construction.

Me-N-Eds Contractor, spoke in support of keeping Shaw Avenue open during construction.

Dustin Guthrie, Starbucks Store Manager, spoke in support of keeping Shaw Avenue open during construction.

Lupe Sandoval, Panda Express representative, spoke in support of keeping Shaw Avenue open during construction.

Mary Rosas, Starbucks Government Affairs representative, spoke in support of keeping Shaw Avenue open during construction.

It was the consensus of the City Council to direct staff to find a solution to keep Shaw Avenue open during construction and to move forward with plans for the undercrossing.

PUBLIC HEARINGS – 10:42

10:42 ITEM 19 - APPROVED - **RES. 24-10**, AWARDING OF PERMANENT LOCAL HOUSING ALLOCATION (PLHA) AFFORDABLE HOUSING FUNDS TO THE SUCCESSFUL APPLICANT, CENTRAL CALIFORNIA HOUSING CORPORATION (DBA AFFORDABLE HOUSING DEVELOPMENT CORPORATION (AHDC)), AND BETTER OPPORTUNITIES BUILDING, INC. (B.O.B.), IN THE AMOUNT OF UP TO \$1,481,281, FOR THE DEVELOPMENT OF AFFORDABLE SENIOR RENTAL HOUSING UNITS.

Michael, B.O.B. representative, spoke in support of the project.

Laurie Doyle, Fresno Housing Authority representative, spoke in support of the project.

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

CITY MANAGER COMMENTS – 10:51

COUNCIL COMMENTS – 10:52

CLOSED SESSION – 10:56

ITEM 20 - GOVERNMENT CODE SECTION 54956.9(D)(1) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION CASE NAME: DESIREE MARTINEZ V. CITY OF CLOVIS, ET AL., CASE NO. F082914

RECONVENE INTO OPEN SESSION AND REPORT FROM CLOSED SESSION – 11:14

No action was taken by the City Council during the closed session.

ADJOURNMENT

Mayor Ashbeck adjourned the meeting of the Council to January 16, 2024

Meeting adjourned: 11:15 p.m.

Mayor

City Clerk



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: January 16, 2024

SUBJECT: Administration - Approval - Authorize the City Manager, or designee, to execute a Permanent Local Housing Allocation Program funding agreement with Central California Housing Corporation (doing business as Affordable Housing Development Corporation (AHDC)), and Better Opportunities Builder, Inc. (BOB), in the amount of up to \$1,481,281, and any amendments thereto, for the development of a 51-unit affordable senior rental housing project at 135 Osmun Avenue.

ATTACHMENTS: 1. PLHA Development Agreement
2. Site Plan

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) within the preceding 12 months (Government Code 84308).

RECOMMENDATION

For the City Council to authorize the City Manager, or his designee, to execute an agreement with Central California Housing Corporation (dba Affordable Housing Development Corporation (AHDC)), and Better Opportunities Builder, Inc. (BOB), in the amount of up to \$1,481,281, and any amendments thereto, for the development of a 51-unit affordable senior rental housing project at 135 Osmun Avenue.

EXECUTIVE SUMMARY

The City of Clovis is the recipient of Permanent Local Housing Allocation (PLHA) entitlement funds from the State of California. City staff published a Request for Proposals in October 2023 for the allocation of PLHA funds and received two proposals. The proposal submitted by AHDC in partnership with BOB was selected for funding by the City Council at its January 8, 2024, meeting date. City staff requests City Council approval of the Development Agreement in substantial form as included in Attachment 1 - Development Agreement, in the amount of \$1,481,281, for the development of a 51-unit affordable senior rental housing project (50 income restricted affordable units and one on-site manager unit) at 135 Osmun Avenue.

BACKGROUND

The City of Clovis has received \$1,559,243 in PLHA funds through the State of California's Building Homes and Jobs Act of 2017 (SB 2). A total of \$77,962 of the PLHA funds (5% of the total) will be utilized by the City to pay for administrative expenses. The balance of \$1,481,281 will be included in the subject Development Agreement, the award of which was approved by Council action on January 8, 2024, for the 135 Osmun Project.

The development proposes construction of 51 units of affordable housing units restricted to those 62 years of age and over, to be located at 135 Osmun Avenue (see Attachment 2 – Site Plan).

Loan terms will be as follows:

- Loan Amount: \$1,481,281
- 55 year affordability term (income restricted for 55 years)
- 3% simple Interest
- Residual Receipts payments
- PLHA funds deposited into escrow for eligible PLHA expenses including property acquisition
- Property will revert to City ownership by 12-31-2027 (or earlier if required by State of California) if project owners are unsuccessful in obtaining other necessary Affordable Housing Financing for the development
- Allow for developers to form a limited partnership, or similar, for the future acquisition, development and management of the proposed project

The attached Development Agreement is in proposed final form. It was submitted to State PLHA program staff for review on January 12, 2024 (as is required by the State of California-PLHA Program). The requested City Council action includes authorization for the City Manager, or his designee, to approve any non-substantial changes to the attached agreement, as may be required by PLHA program staff in their review, and sign the agreement, provided the City Attorney approves of any changes to the Agreement. The executed Agreement subsequently needs to be submitted to the State by February 1, 2024, to obtain the awarded funding.

FISCAL IMPACT

A total of \$1,559,243 in PLHA funds are available in the 2023-2024 Budget.

REASON FOR RECOMMENDATION

Timely award and expenditure of PLHA funds is required by the State of California. The recommended action will help the City meet HCD's requirements for funding allocation and expenses and provide needed affordable senior restricted housing near the new senior center.

ACTIONS FOLLOWING APPROVAL

Execution of the Development Agreement is required before February 1, 2024.

Prepared by: Claudia Cazares, Management Analyst

Reviewed by: City Manager *AA*

**RECORDING REQUESTED BY AND WHEN
RECORDED, RETURN TO:**

City of Clovis
Attn: Housing Programs Manager
1033 Fifth Street
Clovis, California 93612

SPACE ABOVE THIS LINE PROVIDED FOR RECORDER'S USE

No recording or filing fee required. This document exempt from fees pursuant to California Government Code sections 6103 and 27383.

CITY OF CLOVIS

PERMANENT LOCAL HOUSING ALLOCATION PROGRAM AGREEMENT

BY AND BETWEEN

CITY OF CLOVIS, a municipal corporation,

and

Clovis 135 Osmun, LP, a California Limited Partnership

and

Better Opportunities Builder, Inc., a California non-profit public benefit corporation, its
Administrative General Partner, and
Central California Housing Corporation, a California corporation (dba Affordable Housing
Development Corporation), its Managing Partner

regarding

135 Osmun Senior Apartments
135 Osmun Avenue, Clovis, CA 93612

APNs: 492-080-74, 492-080-85, 492-080-86, and 492-080-08 (portion)

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 EXHIBIT A – PROPERTY DESCRIPTION

 EXHIBIT B – PROJECT DESCRIPTION AND SCHEDULE

 EXHIBIT C – BUDGET

 EXHIBIT D – EXEMPLAR DECLARATION OF RESTRICTIONS

 EXHIBIT E – EXEMPLAR PROMISSORY NOTE

 EXHIBIT F – EXEMPLAR DEED OF TRUST

PERMANENT LOCAL HOUSING ALLOCATION PROGRAM AGREEMENT

This Permanent Local Housing Allocation Program Agreement (“Agreement”) is entered into effective on January ____, 2024, by and between the City of Clovis, a municipal corporation (“CITY”) and Clovis 135 Osmun, LP, a California Limited Partnership, and Central California Housing Corporation, a California corporation (dba Affordable Housing Development Corporation, and referred to herein as “AHDC”), its Managing General Partner, and Better Opportunities Builder, Inc., a California non-profit public benefit corporation (“BOB”), its Administrative General Partner. Clovis 135 Osmun, LP, AHDC and BOB are collectively and singularly hereinafter referred to as “DEVELOPER”.

RECITALS

A. WHEREAS, the CITY has received a Permanent Local Housing Allocation Program (“PLHA Program”) grant from the State of California as authorized by applicable provisions of the Health and Safety Code (Section 50470, et seq.) which created the Building Homes and Jobs Trust Fund and the PLHA Program, and which is designed to provide a permanent source of funding to help cities and counties implement plans to increase the affordable housing stock.

B. WHEREAS, to advance the supply of affordable rental housing within the City of Clovis, the CITY desires, among other things, to provide PLHA Program funds for affordable housing development.

C. WHEREAS, the DEVELOPER desires to act as the owner/developer exercising effective project control as to the construction of a 51-unit rental housing apartment project of which all units will be preserved as low income units for households earning sixty percent (60%) or less of the Area Median Income as defined by the PLHA Program, and related on-site and off-site improvements (“Project”) as more particularly described in EXHIBIT “B” – Project Description and Schedule, attached hereto and incorporated herein.

D. WHEREAS, the Project will be constructed upon PLHA Program eligible real property located at 135 Osmun Avenue, Clovis, CA 93612, as more particularly described in EXHIBIT “A” – Property Description, attached hereto and incorporated herein, which Property is to be owned and controlled by DEVELOPER.

E. WHEREAS, to further its goal to increase the supply of affordable housing within the City of Clovis, the CITY desires to assist the DEVELOPER by providing a One Million Four Hundred Eighty One Thousand, Two Hundred Eighty One Dollar (\$1,481,281.00) residual receipts PLHA Program loan to the Project (“Loan”) at 3% interest, due and payable in full no later than at the 55-year maturity date, for eligible PLHA Project Property development costs, including property acquisition, upon the terms and conditions in this Agreement and any exhibits attached hereto and incorporated herein, as further identified in EXHIBIT “C” – Budget, attached hereto and incorporated herein, to be secured by the underlying Property and the affordable housing covenants attached

as EXHIBIT “D” – Exemplar Declaration of Restrictions, and Note, Exemplar Note attached as EXHIBIT “E” – Promissory Note loan, upon the terms and conditions in this Agreement.

F. WHEREAS, the CITY has determined that this Agreement is in the best interest of, and will materially contribute to, the Housing Element of the City’s General Plan. Further, the CITY has determined that the Project: (i) will have a positive influence in the neighborhood and surrounding environs, (ii) is in the vital and best interest of the CITY, and the health, safety, and welfare of CITY residents, (iii) will comply with applicable State and local laws and requirements, (iv) will increase, improve, and preserve the community’s supply of Very Low- to Low-Income Housing available at an affordable cost to Very Low- to Low-Income households, as defined hereunder, (v) planning and administrative expenses incurred in pursuit hereof are necessary for the production, improvement, or preservation of Very Low- to Low-Income Housing, and (vi) will comply with any and all owner participation rules and criteria applicable thereto.

G. WHEREAS, the CITY and DEVELOPER have determined that the Project’s PLHA Units constitute routine programmatic/grantee lender activities utilizing available and allocated program/grantee funding, outside the reach of the California Constitution Article XXXIV and enabling legislation.

H. WHEREAS, the CITY and DEVELOPER acknowledge and agree that the obligations and liabilities of the DEVELOPER hereunder shall be joint and several as to and between Clovis 135 Osmon, LP, AHDC and BOB unless and except to any extent expressly provided otherwise.

NOW, THEREFORE, IN CONSIDERATION of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledge, the parties agree as follows.

AGREEMENT

ARTICLE 1. DEFINITIONS

The following terms have the meaning and content set forth in this Article wherever used in this Agreement, attached exhibits or attachments that are incorporated into this Agreement by reference.

- 1.1 Acquisition means vesting of the Property in fee title to the DEVELOPER.
- 1.2 ADA means the Americans with Disabilities Act of 1990, as most recently amended.
- 1.3 Affirmatively Furthering Fair Housing (Affirmative Marketing) means a good faith effort to attract eligible persons of all racial, ethnic and gender groups, in the housing market area, to rent the Affordable Housing Units proposed for construction on the eligible Property.

1.4 Affordability Period means the minimum period of fifty-five (55) years commencing from the date DEVELOPER records a Notice of Completion for the Project.

1.5 Affordable Housing Units means the fifty (50) housing units of the fifty-one (51) Project housing units funded by the PLHA Program Loan which shall be available at a gross rent, including utility allowance, that does not exceed 60% of the applicable income eligibility level, and complies with the definition of Very Low- to Low- Income as outlined in the PLHA guidelines and Council-Approved PLHA Five-Year Plan, as amended. If other Project funding sources require lower levels of income, then the lower income levels shall apply. The remaining one (1) housing unit of the fifty-one (51) Project housing units shall be maintained as an on-site manager unit and shall not be required to be maintained as an Affordable Housing Unit in accordance with any income eligibility level.

1.6 Budget means the Budget for the development of the Project attached hereto as EXHIBIT "C" and incorporated herein by reference, as may be amended from time to time with the approval of the CITY's City Manager, or designee, provided any increase in PLHA Program funds for the Project shall require City Council approval.

1.7 Commencement of Construction means the time the DEVELOPER or the DEVELOPER's construction contractor begins substantial physical work on the Property, including, without limitation, site clearing, grading, delivery of materials, or any work beyond maintenance of the Property in its current condition, which shall take place in accordance with the Project Schedule.

1.8 Completion Date means the date the DEVELOPER has recorded a Notice of Completion for the Project.

1.9 City of Clovis PLHA Five Year Plan means that PLHA Five Year Plan approved by the Council on June 21, 2021, as may be amended from time to time.

1.10 Debt Service means payments made in a calendar year pursuant to the financing obtained for the acquisition, construction, operation and/or ownership of the Project, but excluding residual receipt payments made pursuant to the Note (defined below).

1.11 Declaration of Restrictions means the Declaration of Restrictions in substantially the form attached hereto as EXHIBIT "D", which shall contain the affordability covenants and income-level restrictions of this Agreement and the Project which shall run with the Property and which the DEVELOPER shall record or cause to be recorded against the Property no later than the date of Commencement of Construction.

1.12 Deed of Trust means that standard form Deed of Trust in substantially the form attached hereto as EXHIBIT "F" (including the security agreement) given by the DEVELOPER as Trustor, to the CITY as beneficiary, through escrow established by the DEVELOPER at its sole cost with Placer Title Company, or other Company as pre-approved by CITY, and recorded against the Property as security for the repayment of the Loan and Note, and approved as to form by the City Attorney, as well as any

amendments to, modification of and restatements of said Deed of Trust as approved by the City Manager and City Attorney, which Deed of Trust may be subordinated to Project Senior Lenders per the Budget attached as EXHIBIT "C" with the approval of the City Manager. The terms of any such Deed of Trust are hereby incorporated into this Agreement by this reference.

1.13 Eligible Costs means the PLHA eligible development costs funded by the Loan, consistent with the Project Budget attached as EXHIBIT "C", allowable under the PLHA Final Guidelines dated October 2019 and Council-approved PLHA Five Year Plan.

1.14 Event of Default shall have the meaning assigned to such term under Section 10.1 hereunder.

1.15 Funding Sources means the CITY's PLHA Funds, conventional permanent loan, DEVELOPER's contribution, and any other funds that may become available to the Project.

1.16 Hazardous Materials means any hazardous or toxic substances, materials, wastes, pollutants or contaminants which are defined, regulated or listed as "hazardous substances," "hazardous wastes," "hazardous materials," "pollutants," "contaminants" or "toxic substances" under federal or State environmental and health safety laws and regulations, including without limitation, petroleum and petroleum byproducts, flammable explosives, urea formaldehyde insulation, radioactive materials, asbestos and lead. Hazardous Materials do not include substances that are used or consumed in the normal course of developing, operating, or occupying a housing project, to the extent and degree that such substances are stored, used, and disposed of in the manner and in amounts that are consistent with normal practice and legal standards.

1.17 Household means persons related or unrelated, who are occupying the Affordable Housing Units within the Project.

1.18 Loan means the residual receipts Loan of PLHA Funds, in the total amount not to exceed One Million Four Hundred Eighty-One Thousand, Two Hundred Eighty-One Dollars (\$1,481,281.00), as more specifically described in the Budget and in the Note evidencing the Loan to be in substantially the form attached hereto as EXHIBIT "E". The Loan shall be payable in accordance with the terms of the Note and shall be secured by and subject to the Deed of Trust recorded against the Property.

1.19 Loan Documents collectively mean this Agreement, the Note, Deed of Trust, and Declaration of Restrictions for the Project and all related documents/instruments as they may be amended, modified, or restated from time to time along with all exhibits and attachments thereto, relative to the Loan.

1.20 Low or Lower-Income Household means households whose annual income does not exceed 60% of the area median income for Clovis, California as determined by HUD.

1.21 Note means that certain One Million Four Hundred Eighty-One Thousand, Two Hundred Eighty-One Dollar (\$1,481,281.00), PLHA Loan Promissory Note in favor of the CITY as promisee, evidencing the Loan and performance of the affordability and other covenants and restrictions set forth in this Agreement, secured by the Deed of Trust recorded against the Property as no worse than fourth (4th) position encumbrance upon the Property behind only the Senior Financing (defined below) for the Project as described in the Budget, naming the CITY as beneficiary and provided to the CITY no later than the date of the Project funding hereunder, including any amendments to, modifications of and restatements of said Note consented to in writing by the CITY. An exemplar of the Note is attached hereto as EXHIBIT “E,” and incorporated herein.

1.22 Notice of Completion shall mean that Notice of Completion under California Civil Code Section 8182. The Notice of Completion shall be recorded at the Fresno County Recorder’s Office with a conformed copy delivered to the CITY in the same manner as notice is to be provided pursuant to this Agreement.

1.23 Operating Expenses means actual, reasonable and customary costs, fees and expenses directly incurred, paid and attributable to the operation, maintenance and management of the completed Project in a calendar year, including, without limitation; painting, cleaning, repairs, alterations, landscaping, utilities, refuse removal, certifications, permits and licenses, sewer charges, real and personal property taxes, assessments, insurance, security, advertising and promotion, janitorial services, cleaning and building supplies, purchasing, repair, servicing and installation of appliances, equipment, fixtures and furnishings which are not paid from the capital replacement reserve, fees and expenses of property management and common area expenses, fees and expenses of accountants, attorneys, and other professionals, the cost of tenant services, repayment of any completion of operating loans including any and all deferred contractor’s fees per the Budget, made to the DEVELOPER, its successors or assignees, and other actual operating costs and capital costs which are incurred and paid by the Property, but which are not paid from reserve accounts.

1.24 PLHA means the Permanent Local Housing Allocation.

1.25 Project means the construction of fifty-one (51) rental units of which fifty (50) units shall be preserved and maintained as Affordable Housing Units, with one (1) unit for an on-site manager.

1.26 PLHA Guidelines means the State of California Housing and Community Development 2019 PLHA Final Guidelines.

1.27 Project Schedule means the schedule for commencement and completion of the Project included in EXHIBIT “B” attached hereto and incorporated herein.

1.28 Project Unit means the fifty-one (51) rental units to be constructed for the Project.

1.29 Property means the real property located at APNs: 492-080-74, 492-080-85, 492-080-86, and 492-080-08 (portion) as more specifically described in the Property Description attached hereto as EXHIBIT "A".

1.30 Rent means the total monthly payment a tenant pays for an Affordable Housing Unit including the following: use and occupancy of the Unit and land and associated facilities, including parking, provided by the DEVELOPER (other than parking services acquired by tenants on an optional basis), any separately charged fees or service charges assessed by the DEVELOPER which are required of all tenants (other than security deposits), the cost of an adequate level of service for utilities paid by the tenants (including garbage collection, sewer, water, common area electricity, but not telephone or internet service), any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than the DEVELOPER, and paid by the tenant. Rent does not include payments for any optional services provided by the Project.

1.31 Residual Receipts means Residual Receipts as defined in the Note.

1.32 Senior Financing means the financing for the Project provided by Senior Lenders as set forth in the Budget which shall be senior to the Loan.

1.33 Senior Lender means lenders providing the Senior Financing for the Project.

1.34 State of California means the State of California's Department of Housing and Community Development.

1.35 Very Low Income means, for the purpose of this Agreement, those whose annual income does not exceed 50% of the area median income for Fresno County, California as determined by HUD.

ARTICLE 2. TERMS OF THE LOAN

2.1 Loan of PLHA Funds. The CITY agrees to provide a loan of PLHA Funds to the DEVELOPER in an amount not to exceed One Million Four Hundred Eighty-One Thousand Two Hundred Eighty-One Dollars (\$1,481,281.00), all under the terms and conditions provided in this Agreement.

2.2 Loan Documents. The DEVELOPER shall execute and deliver the Loan Documents, including the Note to the CITY, and notarized Deed of Trust to Placer Title Company, or other Company as pre-approved by CITY, in recordable form, as provided for in this Agreement.

2.3 Term of Agreement. This Agreement is effective upon the date of execution and shall remain in force with respect to the Project for the duration of the Affordability Period unless earlier terminated as provided herein. This Agreement shall expire upon the end of the 55-year Affordability Period. It is understood and agreed upon, however, that if for any reason this Agreement should be terminated in whole or in part as provided

hereunder, without default, the CITY agrees to record a Notice of Cancellation regarding this Agreement upon the written request of the DEVELOPER.

2.4 Loan Repayment and Maturity. The Loan will accrue interest commencing on the date provided for in the Note and shall be due and payable in accordance with the Note in full not later than the maturity date provided in the Note.

2.5 Incorporation of Documents. The DEVELOPER's PLHA proposal, the approved minutes of the Clovis City Council meeting of January 16, 2024, approving this Agreement, the Loan Documents, PLHA Guidelines, City of Clovis PLHA Five Year Plan, and all exhibits, attachments, documents, and instruments referenced herein, as now in effect and as may be amended from time to time, constitute part of this Agreement and are incorporated herein by reference. All such documents have been provided or made available to the parties herewith or have been otherwise provided to/procured by the parties and reviewed or made available for review by each of them prior to execution hereof.

2.6 Covenants of DEVELOPER. The DEVELOPER for itself and its agents/assigns covenants and agrees to comply with all the terms and conditions of this Agreement and the requirements of the PLHA Guidelines, as amended.

2.7 Subordination. This Agreement, Declaration of Restrictions, and Deed of Trust may be subordinated to certain approved financing for the Project (in each case, a "Senior Lender") to no worse than fourth (4th) position, but only on condition that all of the following are satisfied: (a) all of the proceeds of the proposed Senior Financing, less any transaction costs, must be used to provide construction financing for the Project consistent with an approved Budget; (b) the subordination agreement must provide the CITY with adequate rights to cure any defaults by the DEVELOPER including providing the CITY or its successor with copies of any notices of default; (c) upon a determination by the City Manager that the conditions in this Section have been satisfied, the City Manager or his/her designee is authorized to execute the approved subordination agreement, inter-creditor agreements, standstill agreements, and/or other documents as may be reasonably requested by the Senior Lender to evidence subordination to the Project financing, without the necessity of any further action or approval provided that such agreements contain written provisions that are no more onerous and which are consistent with the customary standard requirements imposed by the financing source(s), on subordinate cash flow obligations under their then existing senior financing policies, and further provided that the City Attorney approves such document(s) as to form.

2.8 Reversion of Land. Property will revert to CITY ownership on December 31, 2027, or earlier if required by the State of California, if DEVELOPER is unsuccessful in obtaining other necessary Affordable Housing Financing for development of the project as of that date, and the project remain undeveloped.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF DEVELOPER

3.1 Existence and Qualification. Clovis 135 Osmun, LP, a California Limited Partnership, and AHDC represents and warrants to the CITY as of the date hereof, that AHDC is a duly organized California corporation in good standing with the State of California; and BOB represents and warrants to the CITY as of the date hereof, that BOB is a duly organized California non-profit public benefit corporation in good standing with the State of California; and the DEVELOPER has the requisite power, right, and legal authority to execute, deliver, and perform its obligations under the Agreement and has taken all actions necessary to authorize the execution, delivery, performance, and observance of its obligations under this Agreement. This Agreement, when executed and delivered by the DEVELOPER is enforceable against the DEVELOPER, jointly and severally against Clovis 135 Osmun, LP, AHDC and BOB in accordance with its respective terms, except as such enforceability may be limited by: (a) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, or other similar laws of general applicability affecting the enforcement of creditors' rights generally, and (b) the application of general principles of equity without the joinder of any other party.

3.2 No Litigation Material to Financial Condition. The DEVELOPER represents and warrants to the CITY as of the date hereof that, except as disclosed to and approved by the CITY in writing, no litigation or administrative proceeding before any court or governmental body or agency is now pending, nor, to the best of the DEVELOPER's knowledge, is any such litigation or proceeding now threatened, or anticipated against the DEVELOPER that, if adversely determined, would have a material adverse effect on the financial condition, business, or assets of the DEVELOPER or on the operation of the Project.

3.3 No Conflict of Interest. The DEVELOPER represents and warrants to the CITY as of the date hereof that no officer, agent, or employee of the CITY directly or indirectly owns or controls any interest in the DEVELOPER, and no person, directly or indirectly owning or controlling any interest in the DEVELOPER, is an official, officer, agent, or employee of the CITY.

3.4 No Legal Bar. The DEVELOPER represents and warrants to the CITY, as of the date hereof that the execution, delivery, performance, or observance by the DEVELOPER of this Agreement will not, to the best of the DEVELOPER's knowledge, materially violate or contravene any provisions of: (a) any existing law or regulation, or any order of decree of any court, governmental authority, bureau, or agency; (b) governing documents and instruments of the DEVELOPER; or (c) any mortgage, indenture, security agreement, contract, undertaking, or other agreement or instrument to which the DEVELOPER is a party or that is binding on any of its properties or assets, the result of which would materially or substantially impair the DEVELOPER's ability to perform and discharge its obligations or its ability to complete the Project under this Agreement.

3.5 No Violation of Law. The DEVELOPER represents and warrants to the CITY as of the date hereof that, to the best of the DEVELOPER's knowledge, this Agreement

and the operation of the Project as contemplated by the DEVELOPER, do not violate any existing federal, State, or local laws of regulations.

3.6 No Litigation Material to Project. The DEVELOPER represents and warrants to the CITY as of the date hereof, except as disclosed to, and approved by the CITY in writing, there is no action, proceeding, or investigation now pending, or any basis therefor known or believed to exist by the DEVELOPER that questions the validity of this Agreement, or of any action to be taken under this Agreement, that would, if adversely determined, materially or substantially impair the DEVELOPER's ability to perform and observe its obligations under this Agreement, or that would either directly or indirectly have an adverse effect or impair the completion of the Project.

3.7 Assurance of Governmental Approvals and Licenses. The DEVELOPER represents and warrants to the CITY, as of the date hereof, that the DEVELOPER has obtained and, to the best of the DEVELOPER's knowledge, is in compliance with all federal, State, and local governmental reviews, consents, authorizations, approvals, and licenses presently required by law to be obtained by the DEVELOPER for the Project as of the date hereof.

ARTICLE 4. WARRANTIES AND COVENANTS OF THE DEVELOPER

The DEVELOPER, for itself and its development team represents and warrants that:

4.1 Affirmative Marketing and Tenant Selection. The DEVELOPER warrants, covenants and agrees with the CITY that it shall comply with all affirmatively furthering fair housing and marketing requirements in order to provide information and otherwise attract eligible persons from all racial, ethnic and gender groups in the housing market in the rental of the Project Units. The DEVELOPER shall maintain records of actions taken to affirmatively market units constructed in the future, and to assess the results of these actions. In addition, the Project shall implement a Tenant Selection process outlining selection and screening criteria of eligible tenants.

4.2 Availability of PLHA Funds. The DEVELOPER understands and agrees that the availability of PLHA Program Funds is subject to the control of the State of California, or other, and should said PLHA Program Funds be encumbered, withdrawn or otherwise made unavailable to the CITY, whether earned by or promised to the DEVELOPER, and/or should the CITY in any fiscal year hereunder fail to allocate said funds, the CITY shall not provide said PLHA Program Funds unless and until they are made available for payment to the CITY by the State of California and the CITY receives and allocates said PLHA Program Funds. No other funds owned or controlled by the CITY shall be obligated under this Agreement.

4.3 Compliance with PLHA Agreement. The DEVELOPER warrants, covenants and agrees that, in accordance with the requirements of the PLHA Guidelines, upon any uncured default by the DEVELOPER within the meaning of Article 10.1 of this Agreement, the CITY may suspend or terminate this Agreement and all other agreements with the

DEVELOPER without waiver or limitation of rights/remedies otherwise available to the CITY.

4.4 Conflict of Interest. The DEVELOPER warrants, covenants and agrees that it shall comply with the Conflict-of-Interest requirements as set forth in the PLHA Final Guidelines, without limitation, that no officer, employee, agent, or consultant of the DEVELOPER may occupy a Project Unit. The DEVELOPER understands and acknowledges that no employee, agent, consultant, officer or elected official or appointed official of the CITY, who exercises any functions or responsibilities with respect to the Project, or who is in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from the Project, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or for anyone with which that person has family or business ties, during his or her tenure or for one year thereafter.

4.5 Construction Standards. The DEVELOPER shall construct the proposed Project Units assisted under this Agreement in compliance with all applicable local and state codes, ordinances, and zoning requirements in effect at the time of issuance of CITY building permits.

4.6 Covenants and Restrictions to Run with the Land. The CITY and the DEVELOPER expressly warrant, covenant and agree to ensure that the covenants and restrictions set forth in this Agreement are recorded and shall run with the land (Property), provided, however, that, on expiration of this Agreement such covenants and restrictions shall expire.

A. The CITY and the DEVELOPER hereby declare their understanding and intent that the covenants and restrictions set forth herein directly benefit the land by: (a) enhancing and increasing the enjoyment and rental of the proposed Project by certain Very Low to Low Income Households, and (b) making possible the obtaining of advantageous financing for construction.

B. The DEVELOPER covenants and agrees with the CITY that after issuance of a recorded Certification of Completion for the Project until the expiration of the Affordability Period it shall cause fifty (50) of the Project Units to be rented as Affordable Housing Units for Very Low- to Low Income Households, earning no more than 60% of the Area Median Income.

C. Without waiver or limitation, the CITY shall be entitled to injunctive or other equitable relief against any violation or attempted violation of any covenants and restrictions, and shall, in addition, be entitled to damages available under law or contract for any injuries or losses resulting from any violations thereof.

D. All present and future owners of the Property and other persons claiming by, through or under them shall be subject to and shall comply with the covenants and restrictions. The acceptance of a deed of conveyance to the Property shall constitute an agreement that the covenants and restrictions, as may be amended or supplemented

from time to time, are accepted and ratified by such future owners, tenant or occupant, and all such covenants and restrictions shall be covenants running with the land and shall bind any person having at any time any interest or estate in the Property, all as though such covenants and restrictions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

E. The failure or delay at any time of the CITY or any other person entitled to enforce any such covenants or restrictions shall in no event be deemed a waiver of the same, or of the right to enforce the same at any time or from time to time thereafter, or an estoppel against the enforcement thereof.

4.7 Displacement of Persons. The DEVELOPER covenants and agrees with the CITY that it will take all reasonable steps to minimize the displacement of any persons (families, households, individuals, businesses, nonprofit organizations, and farms). The parties acknowledge and agree that the Property is vacant.

4.8 Initial and Annual Income Certification and Reporting. The DEVELOPER covenants and agrees with the CITY that it shall comply with the procedures for annual income determination. The DEVELOPER, shall obtain, complete, and maintain on file, immediately prior to initial occupancy, and annually thereafter, income certifications from the Project Unit Household members. The DEVELOPER, shall make a good faith effort to verify that the income provided by an applicant or occupying Household in an income certification is accurate by taking one or more of the following steps as part of the verification process: (1) obtain a pay stub for the most recent three pay periods; (2) obtain an income verification form from the applicant's current employer; (3) obtain an income verification form from the Social Security Administration and California Department of Social Services if the applicant receives assistance from either of such agencies; (4) obtain income tax return for the most recent three years; (5) obtain checking and/or savings account statements for the most recent six months; or (6) if the applicant is unemployed, obtain another form of independent verification. Copies of Household income certification and verification must be available for review and approval by the CITY prior to initial lease up. The DEVELOPER further warrants, covenants and agrees that it will cooperate with the CITY in the CITY's income certification/affordability monitoring activities.

4.9 Lead-Based Paint. The DEVELOPER covenants and agrees with the CITY that it shall comply with all applicable requirements of the Lead-Based Paint Poisoning Prevention Act of 42 U.S.C. 4821 et seq., 24 C.F.R. Part 35, including the HUD 1012 Rule, and 24 C.F.R. 982.401(j), and any amendment thereto, and Environmental Protection Agency (EPA) Section 402 (c)(3) of the Toxic Substances Control Act (TSCA) to address lead-based hazards created by renovation, repair, and painting activities that disturb lead-based paint in target housing and child-occupied facilities. Contractors performing renovations in lead-based paint units must be EPA-certified renovators. These requirements apply to all units and common areas of the Project. The DEVELOPER shall incorporate or cause incorporation of this provision in all contracts and subcontracts for work performed on the Project, which involve the application of paint.

The DEVELOPER shall be responsible for all disclosure, inspection, testing, evaluation, and control and abatement activities.

4.10 Minority Outreach Activities. The DEVELOPER covenants and agrees that it shall comply with any applicable federal laws and regulations pertaining to minority outreach for the Project.

4.11 Other Laws and Regulations. The DEVELOPER covenants and agrees with the CITY that, in addition to complying with the federal laws and regulations already cited in this Agreement, the DEVELOPER has reviewed, and shall comply with and require all its contractors and subcontractors on the Project to comply with, all other federal laws and regulations that may apply to the PLHA Program, including, without limitation, requirements of 24 C.F.R. 58.6 and the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001-4128) including the following:

A. The Project is not located in an area identified by the Federal Emergency Management Agency as having special flood requirements.

B. The provisions of Section 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor Regulations (29 C.F.R. Part 5), regarding the construction and management of the proposed Project.

C. The DEVELOPER and its contractors, subcontractors and service providers for the Project, shall comply with all applicable local, State and federal requirements concerning equal employment opportunity, including compliance with Executive Order (E.O.) 11246, "Equal Employment Opportunity", as amended by E.O. 11375, (amending E.O. 11246 Relating to Equal Employment Opportunity), and as supplemented by regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor".

D. The provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

4.12 Reporting Requirements. The DEVELOPER warrants, covenants and agrees with the CITY that it shall submit performance reports to the CITY as detailed in Section 7.17. Furthermore, the DEVELOPER agrees to provide, at the sole cost of the DEVELOPER, annual audited Financial Statements and residual receipts calculations for the Project expenses and ongoing financial transactions which occur as a result of this Agreement as detailed in Section 5.6. The DEVELOPER agrees to account for the expenditure of PLHA Program Funds using generally accepted accounting principles, which financial documentation shall be made available to the CITY and the State of California upon their respective written request(s).

4.13 Housing Affordability. The DEVELOPER covenants and agrees with the CITY that fifty (50) Project Units will be affordable to Very Low- to Low-Income

Households during the Affordability Period. Six PLHA Units, at a minimum, be rented to and occupied by, or, if vacant, available for rental and occupancy by person(s) whose annual household income at the time of initial occupancy is not greater than 30% of the area median income for the Affordability Period except upon foreclosure or other transfer in lieu of foreclosure following default under a Deed of Trust. Eight Project Units, at a minimum, be rented to and occupied by, or, if vacant, available for rental and occupancy by person(s) whose annual household income at the time of initial occupancy is not greater than 40% of the area median income for the Affordability Period except upon foreclosure or other transfer in lieu of foreclosure following default under a Deed of Trust. Twenty-One PLHA Units, at a minimum, be rented to and occupied by, or, if vacant, available for rental and occupancy by person(s) whose annual household income at the time of initial occupancy is not greater than 50% of the area median income for the Affordability Period except upon foreclosure or other transfer in lieu of foreclosure following default under a Deed of Trust. Fifteen Project Units, at a minimum, be rented to and occupied by, or, if vacant, available for rental and occupancy by person(s) whose annual household income at the time of initial occupancy is not greater than 60% of the area median income for the Affordability Period except upon foreclosure or other transfer in lieu of foreclosure following default under a Deed of Trust. However, if at any time following a transfer by foreclosure or transfer in lieu of foreclosure, but still during the Affordability Period, the owner of record prior to the foreclosure or transfer in lieu of foreclosure, or any newly formed entity that includes such owner of record those whom such owner of record has or had business ties, obtains an ownership interest in the Project or the Property, the Affordability Period shall be revived according to its original terms. In the event the DEVELOPER fails to comply with this Section 4.13 or the Affordability Period is not revived following transfer by foreclosure or transfer in lieu of foreclosure, the DEVELOPER shall return to the CITY all PLHA Program Funds disbursed to the DEVELOPER by the CITY under this Agreement.

4.14 Terminated Projects. The DEVELOPER understands and agrees that, if the Project is terminated before completion, either voluntarily or otherwise, such constitutes an ineligible activity, and the CITY will not be required to provide any further PLHA Program assistance to the Project.

ARTICLE 5. PROPERTY MAINTENANCE

The DEVELOPER covenants and agrees to the following, for the entire term of the Agreement.

5.1 Adequate Repair and Maintenance. The DEVELOPER, during its time on title to the Property, shall cause the maintenance of the Project and Property to be in compliance with all applicable codes, laws, and ordinances. The CITY reserves the right to require the DEVELOPER to change the property management company for the Property if it is determined through annual property monitoring that the property management company is not performing satisfactorily.

5.2 Affordable Rental Housing. The DEVELOPER covenants and agrees that the Project shall constitute fifty-one (51) Project Units (including one manager's unit) with

fifty (50) Affordable Housing Units for rent during the entire Affordability Period. This covenant shall remain in effect and run with and restrict the Property during the entirety of the Affordability Period. In the event the DEVELOPER fails to comply with the time period in which the Affordable Housing Units constitute affordable housing, the CITY shall without waiver or limitation, be entitled to injunctive relief, as the DEVELOPER acknowledges that damages are not adequate remedy at law for such breach.

5.3 Compliance with Environmental Laws. The DEVELOPER shall cause the Project Units to be in compliance with, and not to cause or permit the Project to be in violation of, any Hazardous Materials law, rule, regulation, ordinance, or statute. Although the CITY will utilize its employees and agents for regular inspection and testing of the eligible Property, the DEVELOPER agrees that, if the CITY has reasonable grounds to suspect any such violation, the DEVELOPER shall be entitled to thirty (30) days' written notice and opportunity to cure such violation. If the suspected violation is not cured, the CITY shall have the right to retain an independent consultant to inspect and test the eligible Property for such violation. If a violation is discovered by the independent consultant, the DEVELOPER shall pay for (including reimbursing the CITY upon written demand) the reasonable cost of the independent consultant.

Additionally, the DEVELOPER agrees:

A. That the CITY shall not be directly or indirectly responsible, obligated, or liable with the inspection, testing, removal, or abatement of asbestos or other hazardous or toxic chemicals, materials, substances, or wastes and that all cost, expense, and liability for such work shall be and remain solely with the DEVELOPER;

B. Not to transport to, or from, the Property, or use, generate, manufacture, produce, store, release, discharge, or dispose of on, under, or about the Property, or surrounding real estate, or transport to or from the project site, or surrounding real estate, any hazardous or toxic chemicals, materials, substance, or wastes or allow any person or entity to do so except in such amounts and under such terms and conditions permitted by applicable laws, rules, regulations, ordinances, and statutes;

C. To give prompt written notice to the CITY of the following:

(i) Any proceeding or inquiry by any governmental authority with respect to the presence of any hazardous or toxic chemicals, materials, substance, or waste in or on the eligible Property or the surrounding real estate or the migration thereof from or to other property;

(ii) All claims made or threatened by any third party against the DEVELOPER, or such properties relating to any loss or injury resulting from any hazardous or toxic chemicals, materials, substance, or waste; and

(iii) The DEVELOPER's discovery of any occurrence or condition on any real property adjoining or in the vicinity of such properties that would cause such properties or underlying or surrounding real estate or part thereof to be subject to any restrictions on the ownership, occupancy,

transferability, or use of the property under any environmental law, rule, regulation, ordinance, or statute; and

D. To indemnify, defend, and hold the CITY harmless from any and all claims, actions, causes of action, demands, judgments, damages, injuries, administrative orders, consent agreements, orders, liabilities, penalties, costs, expenses (including attorney's fees and expenses), and disputes of any kind whatsoever arising out of or relating to the DEVELOPER or any other party's use of release of any hazardous or toxic chemicals, materials, substance, or waste on the Property regardless of cause or origin, including any and all liability arising out of or relating to any investigation, site monitoring, containment, cleanup, removal, restoration, or related remedial work of any kind or nature.

5.4 Compliance with Laws. The DEVELOPER shall promptly and faithfully comply with, conform to, and obey all present and future federal, State, and local statutes, regulations, rules, ordinances, and other legal requirements applicable by reason of this Agreement or otherwise to the Project including without limitation prevailing wage requirements. The DEVELOPER acknowledges that the use of PLHA Program Funds subjects the Project to State of California regulations and covenants and agrees that it shall comply with, conform to, and obey (and take steps as are required of the DEVELOPER to enable the CITY to comply with, conform to and obey) all State of California regulations and laws applicable to the Project. DEVELOPER shall also comply with all mitigation measures and conditions identified in any environmental assessment for the Project.

5.5 Existence, Qualification, and Authority. The DEVELOPER shall provide to the CITY any evidence required or requested by the CITY to demonstrate the continuing existence, qualification, and authority of the DEVELOPER to execute this Agreement and to perform the acts necessary to carry out the Project.

5.6 Financial Statements and Audits. Annually, within 180 days following: 1) the end of fiscal year(s) in which the PLHA Funds are disbursed hereunder, and 2) the end of fiscal year(s) in which this Agreement shall terminate, and otherwise upon the CITY's, written request during the term of this Agreement, the DEVELOPER, at its sole cost and expense shall submit to the CITY:

A. Audited annual financial statements with notes that are current, signed, and prepared according to generally accepted accounting principles consistently applied (except as otherwise disclosed therein).

B. Audited financial statements with the management notes covering the income and expenses, and the financial transactions for the Project during the prior fiscal year.

5.7 Inspection and Audit of Books, Records and Documents. The DEVELOPER shall account for all PLHA Program Funds disbursed for the Project pursuant to this Agreement. Any duly authorized representative of the CITY or the State of California shall,

at all reasonable times, have access to and the right to inspect, copy, make excerpts or transcripts, audit, and examine all books of accounts, records, files and other papers or property, and other documents of the DEVELOPER pertaining to the Project, or all matters covered in this Agreement and for up to six (6) years after the expiration or termination of this Agreement.

A. The DEVELOPER will maintain books and records for the Project using generally accepted accounting principles. The DEVELOPER agrees to maintain books and records that accurately and fully show the date, amount, purpose, and payee of all expenditures financed with PLHA Program Funds and to keep all invoices, receipts and other documents related to expenditures financed with PLHA Program Funds for not less than five (5) years after the expiration or termination of the Agreement. Books and records must be kept accurate and current. For purposes of this section, "books, records and documents" include, without limitation; plans, drawings, specifications, ledgers, journals, statements, contracts/agreements, funding information, funding applications, purchase orders, invoices, loan documents, computer printouts, correspondence, memoranda, and electronically stored versions of the foregoing. This section shall survive the termination of this Agreement.

B. The CITY may audit any conditions relating to this Agreement at the CITY's expense, unless such audit shows a significant discrepancy in information reported by the DEVELOPER in which case the DEVELOPER shall bear the cost of such audit. The DEVELOPER shall also comply with any applicable audit requirements of the PLHA Guidelines. This section shall survive the termination of this Agreement.

C. The DEVELOPER shall cooperate fully with the CITY and the State of California in connection with any interim or final audit relating to the Project that may be performed relative to the performance of this Agreement.

5.8 Inspection of Property. Any duly authorized representative of the CITY or the State of California shall, at all reasonable times and within 72 hours' written notice, have access and the right to inspect the Property until completion of the Project and expiration of the applicable Affordability Period, subject to the rights of the tenants.

5.9 No Other Liens. The DEVELOPER shall not create or incur, or suffer to be created or incurred, or to exist, any additional mortgage, pledge, lien, charge, or other security interest of any kind on the Property, other than those related to the Project's construction loans in relation to the Project, consistent with the attached Budget, without the prior written consent of the CITY. Notwithstanding the foregoing, the CITY agrees to provide its reasonable consent to any request by the DEVELOPER for the refinancing of debt on the Project, and further agrees to subordinate its deed of trust to any refinanced loan that was senior in priority to the CITY's Loan prior to such refinancing.

5.10 Nondiscrimination. The DEVELOPER shall comply with and cause any and all contractors and subcontractors to comply with any and all federal, State, and local laws with regard to illegal discrimination, and the DEVELOPER shall not illegally discriminate against any persons on account of race, religion, sex, family status, age,

handicap, or place of national origin in its performance of this Agreement and the completion of the Project.

5.11 Ownership. Except as required in pursuit hereof, the DEVELOPER shall not sell, lease, transfer, assign or otherwise dispose of all or any material part of any interest it might hold in the Property or the Project without the prior written consent of the CITY, which consent shall not be unreasonably withheld or delayed. "Transfer" shall exclude the leasing of any single Project Unit. The DEVELOPER shall request CITY's written approval of the granting of the security interests in the Property described in Section 5.11 above.

5.12 Payment of Liabilities. The DEVELOPER shall pay and discharge in the ordinary course of its business all material obligations and liabilities, the nonpayment of which could have a material or adverse impact on its financial condition, business, or assets or on the operation of the Project, except such obligations and liabilities that have been disclosed to the CITY in writing and are being contested in good faith.

5.13 Report of Events of Default. The DEVELOPER shall promptly give written notice to the CITY upon becoming aware of any Event of Default under this Agreement.

ARTICLE 6. DISBURSEMENT OF PLHA PROGRAM FUNDS

Without waiver of limitation, the parties agree as follows, regarding PLHA Program Funds:

6.1 Loan Commitments and Financing Plan. The DEVELOPER shall submit its most current finance plan for the Project, including Funding Sources (Finance Plan) to the CITY prior to City Council approval and as other funding sources become part of the Project Budget. The City shall approve the Finance Plan so long as the Finance Plan is consistent with the Budget contained in EXHIBIT "C". The CITY shall accept the Finance Plan and supporting documentation such as commitment letters, letters of credit, agreements, and resolutions for proposed funding to the Project. If the CITY disapproves the Finance Plan, it will specify the reason for the disapproval and ask the DEVELOPER to provide any additional information the CITY may need to approve the Finance Plan. The parties agree and acknowledge that this Agreement does not constitute a commitment of loan funds, and that such Loan Commitment or approval of Loan may occur only upon satisfactory completion of the environmental review of the Project. In addition, no Loan Commitment shall be made until all requirements contained in this Agreement or another other loan, security or other related documents are met by the Developer, as determined by the CITY.

6.2 Finance Plan Content. The Finance Plan shall contain all Project pre-construction, post-construction, and permanent loans or letters of commitment from one or more qualified public/private lenders or Funding Sources in sufficient amounts, combined with any other DEVELOPER financing, for the DEVELOPER to complete construction of the Project. The total amount of the liens to be recorded against the Property as presented in the Finance Plan shall not exceed the DEVELOPER's estimated construction Budget.

6.3 Use of PLHA Program Funds. The DEVELOPER warrants, covenants and agrees that it shall request PLHA Program Funds only for reimbursement of eligible construction costs incurred as identified in the itemized Budget, attached hereto as EXHIBIT "C", aggregating not more than One Million Four Hundred Eighty-One Thousand, Two Hundred Eighty-One Dollars (\$1,481,281.00). DEVELOPER may not incur costs to be paid with Loan funds for this Project until the CITY notifies the DEVELOPER that the environmental review has been approved and DEVELOPER is authorized to use Loan funds. The CITY's obligations shall in no event exceed the PLHA Program Funds amount specified in this Agreement.

A. If any such Funds shall be determined to have been requested and/or used by the DEVELOPER for costs other than for eligible development costs, and subject to the notice and cure provisions of Section 10.2 hereunder, an equal amount from nonpublic funds shall become immediately due and payable by the DEVELOPER to the CITY; provided, however, that the DEVELOPER shall, subject to its full cooperation with the CITY, be entitled to participate in any opportunity to remedy, contest, or appeal such determination.

B. In the event PLHA Program Funds are requested to reimburse Eligible Costs which subsequently lose eligibility as Eligible Costs, the DEVELOPER shall immediately return such PLHA Funds to the CITY.

C. The CITY will disburse PLHA Program Funds, to the DEVELOPER through proper invoicing for eligible development costs of the Project Units as provided in this Article 6.

6.4 Conditions Precedent to Disbursement. The CITY shall not be obligated to make or authorize any disbursements of PLHA Program Funds unless the following conditions are satisfied:

A. There exists no Event of Default as provided in Article 10, nor any act, failure, omission, or condition that with the passage of time or the giving of notice or both would constitute an Event of Default.

B. The DEVELOPER has delivered to City a copy of the Purchase and Sale Agreement for the DEVELOPER's purchase of the Property, along with escrow instructions, estimated settlement statement, and other escrow and title documents as may be necessary to effectuate City's wire of PLHA Program Funds into escrow, and the DEVELOPER's purchase of the Property.

C. The CITY has approved the requested reimbursement of eligible development costs.

D. The DEVELOPER has obtained insurance coverage and delivered to the City as evidence of insurance as required in Article 9.

E. The DEVELOPER is current with its compliance of reporting requirements set forth in this Agreement.

F. The DEVELOPER has provided the CITY with a written request for PLHA Program Funds, for reimbursement of eligible Project costs and detailing such eligible costs applicable to the request on a City provided form.

G. The CITY has received certification required by Section 6.6 of this Agreement.

H. The CITY has received, and continues to have the right to disburse, PLHA Program Funds.

I. The Developer has received environmental clearance for the Project on the Property.

6.5 Requests for Reimbursement of PLHA Funds. The DEVELOPER shall request that the CITY reimburse funds for eligible costs using the CITY's Request for Reimbursement form. The DEVELOPER shall only request a maximum of One Million Four Hundred Eighty-One Thousand Two Hundred Eighty-One Dollars (\$1,481,281.00) in PLHA Program assistance for the Project Units. All requests should provide in detail such eligible costs applicable to the request. All requests for PLHA Funds shall be accompanied with the Certification required by Section 6.6 of this Agreement.

6.6 DEVELOPER Certification. The DEVELOPER shall submit to the CITY a written certification that, as of the date of submitting the Request for Reimbursement (Certification):

A. The representations and warranties contained in or incorporated by reference in this Agreement continue to be true, complete, and accurate in material respects; and

B. The DEVELOPER has carried out its obligations and is in compliance with all the obligations or covenants specified in this Agreement, to the extent that such obligations or covenants are required to have been carried out or are applicable at the time of the Request for Reimbursement; and

C. The DEVELOPER has not committed or suffered an act, event, occurrence, or circumstance that constitutes an Event of Default or that with the passage of time or giving of notice or both would constitute an Event of Default; and

D. The disbursement of funds shall be used solely for reimbursement of eligible construction costs identified in this Agreement and must be supported by the itemized obligations that have been properly incurred, expended and are properly chargeable in connection with construction of the Project.

6.7 Disbursement of Funds. The disbursement of PLHA Program Funds shall occur within the normal course of CITY business (approximately 30 days) after the CITY receives the Certification and Request for Reimbursement with correct supporting documentation and to the extent of annually allocated and available PLHA Program Funds.

ARTICLE 7. CONSTRUCTION OF THE PROJECT

Without waiver of limitation, the parties agree as follows:

7.1 Pre-Construction Meeting Regarding PLHA Program Processes and Procedures. The CITY may schedule, and the DEVELOPER shall attend, a meeting prior to construction for the purpose of outlining the Project processes and procedures or the DEVELOPER may schedule, and the CITY shall attend, a meeting prior to the construction for the purpose of outlining the Project processes and procedures.

7.2 Commencement and Completion of Project. The DEVELOPER shall commence construction of the Project, and when completed, record a Notice of Completion of construction of the Project in accordance with the Project Schedule as identified in EXHIBIT "B" and provide the CITY with a copy of the recordation.

7.3 Contracts and Subcontracts. Consistent with Section 5.3, all hazardous waste abatement, construction work and professional services for the Project shall be performed by persons or entities licensed or otherwise legally authorized to perform the applicable work or service in the State of California and the City of Clovis. The DEVELOPER shall provide the CITY with copies of all agreements it has entered into with any and all general contractors or subcontractors for this Project. The DEVELOPER shall require that each such general contractor agreement contain a provision whereby the party(ies) to the agreement, other than the DEVELOPER, agree to: (i) notify the CITY immediately of any event of default by the DEVELOPER thereunder, (ii) notify the CITY immediately of the filing of a mechanic's lien, (iii) notify the CITY immediately of termination or cancellation of the construction agreement on the Project, and (iv) provide the CITY, upon the CITY's request, an Estoppel Certificate certifying that the agreement is in full force and effect and the DEVELOPER is not in default thereunder. The DEVELOPER agrees to notify the CITY immediately of termination or cancellation of any such agreement(s), notice of filing of a mechanic's lien, or breach or default by other party(ies) thereto.

7.4 Damage to Property. To the extent consistent with the requirements of any permitted encumbrance, or as otherwise approved by the CITY, and subject to Article 9 of this Agreement, if any building or improvement constructed on the Property is damaged or destroyed by an insurable cause, the DEVELOPER shall, at its cost and expense, diligently undertake to repair or restore said buildings and improvements consistent with the original plans and specifications of the Project. Such work or repair shall occur within ninety (90) days after the insurance proceeds are made available to the DEVELOPER and shall be completed within two years thereafter. All insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if such insurance proceeds shall be insufficient for such purpose, the DEVELOPER shall use its best efforts to make up the deficiency.

7.5 Fees, Taxes and Other Levies. The DEVELOPER shall be responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Project and shall pay such

charges prior to delinquency. However, the DEVELOPER shall not be required to pay and discharge any such charge so long as: (a) the legality thereof is being contested diligently and in good faith and by appropriate proceedings, and (b) if requested by the CITY, the DEVELOPER deposits with the CITY any funds or other forms of assurances that the CITY, in good faith, may determine from time to time are appropriate to protect the CITY from the consequences of the contest being unsuccessful. The DEVELOPER shall have the right to apply for and obtain an abatement and/or exemption of the Project from real property taxes in accordance with all applicable rules and regulations, including applicable provisions of the California Revenue and Taxation Code.

7.6 Financing. The DEVELOPER shall promptly inform the CITY of any new financing or funding not included in the Budget for the Project, and the DEVELOPER shall provide the CITY with copies of all agreements with Funding Sources for the Project. The DEVELOPER shall require each agreement with all Funding Sources not included in the Budget to contain a provision whereby the party(ies) to the agreement other than the DEVELOPER, if permitted by the party(ies) applicable rules and regulations, agree to notify the CITY immediately of any event of default by the DEVELOPER thereunder. Should the DEVELOPER not comply with all the obligations of this section, the Loan shall become immediately due and payable as provided for in this Agreement. This Section shall survive expiration or termination of this Agreement.

7.7 Inspections. The DEVELOPER shall permit, facilitate, and require its contractors and consultants to permit and facilitate observation and inspection of the Project at the job site by the CITY and other public authorities during reasonable business hours, for the purpose of determining compliance with this Agreement, including without limitation those annual on-site Property inspections required of the CITY.

7.8 Utilities. The DEVELOPER shall be responsible, at its sole cost and expense, to determine the location of any utilities on the Property and to negotiate with the utility companies for, and to relocate the utilities, if any, as necessary to complete the Project.

7.9 Insurance and Bonds. The DEVELOPER shall submit for CITY approval bonds, certificates and applicable endorsements for all insurance and bonds required by this Agreement in accordance with Article 9.

7.10 Mechanic's Liens and Stop Notices. If any claim of lien is filed against the Property or a stop notice affecting any financing, PLHA Program Funds or funding sources for the Project is served on the CITY or any other third party in connection with the Project, the DEVELOPER shall, within twenty (20) days of such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to the CITY a surety bond in sufficient form and amount, or provide the CITY with other assurance satisfactory to the CITY that the claim of lien or stop notice will be paid or discharged.

A. If the DEVELOPER fails to discharge, bond, or otherwise satisfy the CITY with respect to any lien, encumbrance, charge, or claim referred to in Section 7.10

above, then, in addition to any other right or remedy, the CITY may, but shall not be obligated to, discharge such lien, encumbrance, charge, or claim at the DEVELOPER's expense. Alternatively, the CITY may require the DEVELOPER to immediately deposit with the CITY, the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. The CITY may use such deposit to satisfy any claim or lien that is adversely determined against the DEVELOPER. The DEVELOPER hereby agrees to indemnify and hold the CITY harmless from liability for such liens, encumbrances, charges or claims together with all related costs and expenses.

7.11 Permits and Licenses. The DEVELOPER shall submit, for CITY approval, all the necessary permits and licenses required for commencement of construction. As the CITY may reasonably request, the DEVELOPER, at its sole cost and expense, shall provide to the CITY copies of any and all permit approvals and authorizations including plot plan, plat, zoning variances, sewer, building, grading, demolition, and other permits required by governmental authorities other than the CITY in pursuit of the Project, and for its stated purposes in accordance with all applicable building, environmental, ecological, landmark, subdivision, zoning codes, laws, and regulations.

7.12 Plans and Specifications. The DEVELOPER has submitted to the CITY preliminary plans and specifications for the Project.

A. This Agreement shall contain by reference the design and site plan of the Project; such design must be approved by the City.

B. Before commencement of construction, the DEVELOPER shall submit to the CITY, for its review and approval, the final plans and specifications for the Project. The DEVELOPER shall construct the Project in full conformance with the plans and specifications and modifications thereto approved by the CITY. The DEVELOPER shall obtain the CITY's prior written approval for any modifications to the Project plans and specifications.

7.13 Project Responsibilities/Public Work-Prevailing Wage Requirements. The DEVELOPER shall be solely responsible for all aspects of the DEVELOPER's conduct in connection with the Project, including but not limited to, compliance with all local, State and federal laws including without limitation, as to prevailing wage and public bidding requirements. Without limiting the foregoing, the DEVELOPER shall be solely responsible for the quality and suitability of the work completed and the supervision of all contracted work, qualifications and financial conditions of and performance of all contracts, subcontractors, consultants and suppliers. Any review or inspection undertaken by the CITY with reference to the Project and/or payroll monitoring/auditing is solely for the purpose of determining whether the DEVELOPER is properly discharging its obligation to the CITY and shall not be relied upon by the DEVELOPER or by any third parties as a warranty or representation by the CITY as to governmental compliance and/or the quality of work completed for the Project.

7.14 Property Condition. The DEVELOPER shall maintain the Project and all improvements on site in a reasonably good condition and repair (and, as to landscaping,

in a healthy condition), all according to the basic design and related plans, as amended from time to time. The DEVELOPER and those taking direction under the DEVELOPER shall: (i) maintain all on-site improvements according to all other applicable law, rules, governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials; (ii) keep the improvements free from graffiti; (iii) keep the Project Property free from any accumulation of debris or waste material; (iv) promptly make repairs and replacements to on-site improvements; (iv) promptly replace any dead, or diseased plants and/or landscaping (if any) with comparable materials, and (v) enforce tenant lease terms.

7.15 Quality of Work. The DEVELOPER shall ensure that construction of the Project employs building materials of a quality suitable for the requirements of the Project. The DEVELOPER shall cause completion of the construction of the Project on the Property in full conformance with applicable local, State, and federal laws, statutes, regulations, and building and safety codes.

7.16 Relocation. If and to the extent that the proposed Project results in the permanent or temporary displacement of residential tenants, the DEVELOPER shall comply with all applicable local, State, and federal statutes and regulations with respect to relocation planning, advisory assistance, and payment of monetary benefits. The DEVELOPER shall be solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with said relocation laws.

7.17 Reporting Requirements. The DEVELOPER shall submit to the CITY the following Project reports:

A. From the date of execution of this Agreement, until the DEVELOPER records a Notice of Completion, the DEVELOPER shall submit a Quarterly Report, in a form approved by the CITY, which will include, at a minimum, the following information: progress of the Project and affirmative marketing efforts. The Quarterly Reports are due 15 days after each March 31st, June 30th, September 30th, and December 31st, during said period.

B. Annually, beginning on the first day of the month following the recording of the Project Notice of Completion, and continuing until the termination of the Agreement, the DEVELOPER shall submit an Annual Rent Roll Report to the CITY, in a form approved by the CITY. The Annual Report shall include, at a minimum, the following information: occupancy of each Project Unit including the annual income and the household size, the date occupancy commenced, certification from an officer of the DEVELOPER that the Project is in compliance with the Affordability requirements, and such other information the CITY may be required by law to obtain. The DEVELOPER shall provide any additional information reasonably requested by the CITY upon request and at the annual monitoring of the property.

C. The DEVELOPER shall pay to the CITY an annual fee to cover the CITY's actual costs of monitoring the Project during the Affordability Period. The annual

fee shall be in an amount reflecting the CITY's estimated costs of monitoring, oversight, and physical inspection of the Project. Monitoring fees shall be paid in an amount not to exceed \$5,000 per calendar year, beginning on the date the Project receives its certificate of occupancy, and may increase each year thereafter by up to 3%.

D. Annually, beginning on the first day of the month following the recording of the Notice of Completion for the Project, the DEVELOPER shall submit proof of property and liability insurance, as required in Article 9, listing the CITY as loss payee.

7.18 Scheduling and Extension of Time; Unavoidable Delay in Performance. It shall be the responsibility of the DEVELOPER to coordinate and schedule the work to be performed so that the commencement of the construction and issuance of the Notice of Completion will take place in accordance with the provisions of the Agreement and Project Schedule. The time for performance contained in the Project Schedule shall be automatically extended upon the following:

A. The time for performance of provisions of the Agreement by either party shall be extended for a period equal to the period of any delay directly affecting the Project or this Agreement which is caused by: war, insurrection, strike or other labor disputes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, suits filed by third parties concerning or arising out of this Agreement, or unseasonable weather conditions (force majeure). An extension of time for any of the above specified causes will be granted only if written notice by the party claiming such extension is sent to the other party within ten calendar days from the date the affected party learns of the commencement of the cause and the resulting delay and such extension of time is accepted by the other party in writing. In any event, the Project must be completed no later than 180 calendar days after the scheduled completion date specified in this Agreement, notwithstanding any delay caused by that included in this section.

B. Any and all extensions hereunder shall be by mutual written agreement of the CITY's City Manager or designee and the DEVELOPER, which shall not cumulatively exceed 180 days. Any extension beyond 180 days shall require City Council Approval.

7.19 Project Completion. Upon completion of the construction of the Project, the DEVELOPER shall submit to the CITY: 1) certification in writing to that the Project has been substantially constructed in accordance with the plans and specifications, approved by the CITY; 2) a conformed copy of the recorded Notice of Completion; 3) a cost-certifying final budget where the DEVELOPER shall identify the actual costs of construction of the Project. This final cost- certification shall identify costs in line-item format, consistent with the Project Budget. Upon a determination by the CITY that the DEVELOPER is in compliance with all of the DEVELOPER's construction obligations, as specified in this Agreement. Upon the DEVELOPER taking the specified measures and meeting the specified standards, the DEVELOPER will certify to the CITY in writing.

ARTICLE 8. OPERATIONS OF THE PROJECT

8.1 Operation of the Project. The DEVELOPER or its contracted property management company shall lease, operate, and manage the Project in full conformity with the terms of this Agreement.

8.2 Occupancy Requirements. Six of the Project Units shall be rented and occupied by, or if vacant, available for rental occupancy by those whose annual household income at the time of initial occupancy is not greater than 30% of the most recent annual median income, calculated and published by the State for the Fresno Metropolitan Statistical Area, applicable to such household's size, and at an affordable rent consistent with PLHA Program Guidelines. Eight of the Project Units shall be rented and occupied by, or if vacant, available for rental occupancy by those whose annual household income at the time of initial occupancy is not greater than 40% of the most recent annual median income, calculated and published by the State for the Fresno Metropolitan Statistical Area, applicable to such household's size, and at an affordable rent consistent with PLHA Program Guidelines. Twenty-one of the Project Units shall be rented and occupied by, or if vacant, available for rental occupancy by those whose annual household income at the time of initial occupancy is not greater than 50% of the most recent annual median income, calculated and published by the State for the Fresno Metropolitan Statistical Area, applicable to such household's size, and at an affordable rent consistent with PLHA Program Guidelines. Fifteen of the Project Units shall be rented and occupied by, or if vacant, available for rental occupancy by those whose annual household income at the time of initial occupancy is not greater than 60% of the most recent annual median income, calculated and published by the State for the Fresno Metropolitan Statistical Area, applicable to such household's size, and at an affordable rent consistent with PLHA Program Guidelines.

8.3 Leasing the PLHA Units. Before leasing any Project Units, the DEVELOPER or authorized property management company shall submit its proposed form of lease agreement for the CITY's review and approval by the City Manager or designee. The DEVELOPER or its authorized property management company covenants and agrees to utilize only leases that have been approved in advance by the CITY. The CITY shall respond to the DEVELOPER's submission of a sample lease agreement within 30 days. Should the CITY not respond within thirty (30) days of the lease agreement submittal, the DEVELOPER shall be authorized to use the submitted sample lease agreement. Additionally, the DEVELOPER shall require that any property management company shall not terminate the tenancy or to refuse to renew or lease with a tenant of the Affordable Housing Units except for serious or repeated violation of the terms and conditions of the lease agreement, for violation of applicable federal, State, or local law, or for other good cause. Any such termination or refusal to renew must be preceded by not less than thirty (30) days' written notice served by the DEVELOPER or its authorized management entity upon the tenant specifying the grounds for such action. The DEVELOPER agrees it shall annually report or require its authorized property management company to report to the CITY the number of leases that were not renewed or terminated and the reason for such non-renewal or termination.

8.4 Lease of Project Unit Provisions. In addition to the PLHA requirements, the leases are subject to the following:

A. The leases for the Affordable Housing Units shall authorize DEVELOPER or its authorized property management company to immediately terminate the tenancy of any Household of which one or more of its members misrepresented any fact material to the Household's qualification as a Very Low or Low-Income Household. Each such lease agreement shall also provide that the Household is subject to annual certification, and that, if the Household's annual income increases above the applicable limits for Very Low to Low-Income, such Household's rent may be subject to increase to 30% of the Household's actual adjusted monthly income.

8.5 Final Management Plan. Before leasing any Project Units, and at least sixty (60) calendar days prior to the construction Completion Date, the DEVELOPER shall submit to the CITY, for review and approval by the City Manager or designee, a plan for marketing and managing the proposed Affordable Housing Units (Property Management Plan). The Property Management Plan shall address in detail how the DEVELOPER or its designated management company plans to market the availability of the Affordable Housing Units to prospective tenants and how the DEVELOPER or its authorized property management company plans to certify the eligibility of potential tenants. The Property Management Plan shall also address how the DEVELOPER and/or the authorized property management company plan to manage and maintain the Affordable Housing Units in accordance with PLHA Program Guidelines and shall include appropriate financial information and documentation. The Property Management Plan shall contain detailed descriptions of policies and procedures with respect to tenant selections and evictions. Topics to be covered in these procedures shall include at a minimum the following:

- Interviewing procedures for prospective tenants;
- Previous rental history of tenants with references;
- Credit reports;
- Criminal background checks;
- Deposit amounts, purpose, use and refund policy;
- Employment/Income verification;
- Occupancy restrictions;
- Income Limits;
- Equal Housing Opportunity Statement;
- Restrictions on use of the premises; and
- Tenant/Landlord dispute resolution procedures.

A. The Property Management Plan shall contain copies of all standardized forms associated with the above listed topics. The Property Management Plan shall include a form lease agreement that the DEVELOPER proposes to enter into with the Very Low to Low-Income tenants. The DEVELOPER and/or its authorized property management company shall abide by the terms of this Property Management Plan, approved by the CITY, in marketing, managing, and maintaining the Affordable Housing Units.

B. At least ninety (90) calendar days prior to the Project Completion Date, the DEVELOPER shall also submit proposed property management contract to the CITY for prior review and approval by the City Manager or designee. The CITY shall have the right to review any proposed amendments, other than renewals to the property management contract, and any new management contracts during the term of this Agreement. Such management contract(s) shall contain a provision expressing this right.

8.6 Property Management. The DEVELOPER shall comply with the following:

A. Management Responsibilities. The DEVELOPER directly and/or through its designated property management entity, is specifically responsible for all management functions with respect to the Project and Property including, without limitation, the selection of tenants, certification and re-certification of Household size and income, evictions, collection of rents and deposits, construction management, affirmative marketing, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items and security. The CITY shall have no responsibility for such property management of the Project.

8.7 Maintenance and Security. The DEVELOPER shall (i) at its own expense maintain the Project in good condition, in good repair and in decent, safe, sanitary, habitable and tenantable living conditions for the benefit of the Project Unit occupants. The DEVELOPER shall not commit or permit any waste on or to the Project and shall prevent and/or rectify any physical deterioration of the Project. The DEVELOPER shall maintain the Units in conformance with all applicable federal, State, and local laws, ordinances, codes and regulations, the Property Management Plan, and this Agreement.

8.8 Nondiscrimination. Fifty (50) of the Project Units shall be available for occupancy on a continuous basis to Households who are income eligible. The DEVELOPER shall not illegally discriminate or segregate in the constructed complex, the use, enjoyment, occupancy or conveyance of any part of the Project or Property on the basis of race, color, ancestry, national origin, religion, sex, marital status, family status, source of income/rental assistance subsidy, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC), sexual orientation, or any other arbitrary basis. The DEVELOPER shall otherwise comply with all applicable local, State, and federal laws concerning nondiscrimination in housing. Neither the DEVELOPER nor any person claiming under or through the DEVELOPER, shall establish or permit any such practice or practices of illegal discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants or vendees of any Project Unit or in connection with employment of persons for the construction of any Project Unit. All deeds or contracts made or entered into by the DEVELOPER as to the Project or portion thereof, shall contain covenants concerning nondiscrimination consistent with this section. The DEVELOPER shall include a statement in all advertisements, notices, and signs for availability of Affordable Housing Units for rent to the effect that the DEVELOPER is an Equal Housing Opportunity Provider.

A. Nothing in this section is intended to require the DEVELOPER to change the character, design, use or operation of the Project; or to require the DEVELOPER to obtain licenses or permits other than those required for the Project.

8.9 Rent Schedule and Utility Allowances. The DEVELOPER covenants and agrees not to charge rent to tenants for Affordable Housing Units in an amount which exceeds those rents prescribed to the Project as they associate with particular income and rent limitations levels as established annually by the State of California, consistent with the PLHA Program requirements applicable to the Affordable Housing Units in the Fresno, California area, and further covenants not to impose a monthly allowance for utility services to tenants of such Affordable Housing Units in excess of an amount approved by the local Housing Authority. The DEVELOPER agrees to furnish to the CITY with a certificate setting forth the maximum monthly rentals for the Affordable Housing Units and the monthly allowances for utilities and services to be charged during any annual period until the expiration of the Affordability Period. The DEVELOPER shall reexamine the income of each tenant Household living in the Affordable Housing Units at least annually.

ARTICLE 9. INSURANCE, INDEMNITY AND BONDS

Without waiver of limitation, the parties agree as follows regarding the DEVELOPER'S Insurance and Indemnity Obligations:

9.1 Insurance Requirements. (a) Throughout the life of this Agreement, DEVELOPER shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, DEVELOPER or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve DEVELOPER of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by DEVELOPER shall not be deemed to release or diminish the liability of DEVELOPER, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by DEVELOPER. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of DEVELOPER, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability of not less than the following:

\$2,000,000 per occurrence for bodily injury and property damage
 \$2,000,000 per occurrence for personal and advertising injury
 \$4,000,000 aggregate for products and completed operations
 \$4,000,000 general aggregate applying separately to work performed under the Agreement

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto) with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.

(iii) WORKERS’ COMPENSATION insurance as required under the California Labor Code.

(iv) EMPLOYEE LIABILITY insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 diseased each employee.

(v) BUILDERS RISK (Course of Construction) insurance, obtained by the DEVELOPER or subcontractor in an amount equal to the completion value of the Project with no coinsurance penalty provisions. (Only required if the project includes new construction of a building; or renovation of, or addition to, an existing building.)

(vi) CONTRACTOR POLLUTION with coverage for bodily injury, property damage or pollution clean-up costs that could result from of pollution condition, both sudden and gradual. Including a discharge of pollutants brought to the work site, a release of pre-

existing pollutants at the site, or other pollution conditions with limits of liability of not less than the following:

\$1,000,000 per occurrence

\$2,000,000 general aggregate per annual policy period

In the event the work involves any lead-based, mold or asbestos environmental hazard, either the Automobile Liability insurance policy or the Pollution Liability insurance policy shall be endorsed to include Transportation Pollution Liability insurance covering materials to be transported by the DEVELOPER pursuant to this Agreement.

In the event the work involves any lead-based environmental hazard (e.g., lead-based paint), the DEVELOPER's Pollution Liability insurance policy shall be endorsed to include coverage for lead based environmental hazards. In the event the DEVELOPER involves any asbestos environmental hazard (e.g., asbestos remediation), the DEVELOPER's Pollution Liability insurance policy shall be endorsed to include coverage for asbestos environmental hazards. In the event this Agreement involves any mold environmental hazard (e.g., mold remediation), the Pollution Liability insurance policy shall be endorsed to include coverage for mold environmental hazards and "microbial matter including mold" within the definition of "Pollution" under the policy.

UMBRELLA OR EXCESS INSURANCE

In the event DEVELOPER purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONTRACTOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONTRACTOR shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar day written notice has been given to the CITY. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, the DEVELOPER shall furnish the CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for the CITY, the DEVELOPER shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

The General Liability, Pollution and Automobile Liability insurance policies shall be written on an occurrence form.

The General Liability, Automobile Liability and Pollution Liability insurance policies shall name the CITY, its officers, officials, agents, employees, and volunteers as an additional insured for ongoing and completed operations. All such policies of insurance shall be endorsed so the DEVELOPER's insurance shall be primary and no contribution shall be required of the CITY.

The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees, agents, and volunteers.

If the DEVELOPER maintains higher limits of liability than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits of liability maintained by the DEVELOPER.

The Builders Risk (Course of Construction) insurance policy shall be endorsed to name the CITY as loss payee.

All insurance policies required including the Workers' Compensation insurance policy shall contain a waiver of subrogation as to the City, its officers, officials, agents, employees, and volunteers.

The DEVELOPER shall furnish the CITY with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the CITY's Risk Manager or his/her designee before work commences. Upon request of the CITY, the DEVELOPER shall immediately furnish the CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

In the event of a partial or total destruction by the perils insured against of any or all of the work and/or materials herein provided for at any time prior to the final completion of the Agreement and the final acceptance by the CITY of the work or materials to be performed or supplied thereunder, the DEVELOPER shall promptly reconstruct, repair, replace, or restore all work or materials so destroyed or injured at his/her sole cost and expense. Nothing herein provided for shall in any way excuse the DEVELOPER or his/her insurance company from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of this Agreement.

SUBCONTRACTORS

If DEVELOPER subcontracts any or all of the services to be performed under this Agreement, DEVELOPER shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the CITY to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be

reviewed and preapproved by CITY's Risk Manager or designee. If no Side Agreement is required, CONTRACTOR will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

9.2 Indemnification. To the furthest extent allowed by law, DEVELOPER shall indemnify, hold harmless and defend the CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the CITY, the DEVELOPER or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. The DEVELOPER's obligations under the preceding sentence shall apply regardless of whether the CITY or any of its officers, officials, employees, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs, or damages caused by the active negligence or by the willful misconduct of the CITY or any of its officers, officials, employees, agents, or volunteers.

If DEVELOPER should subcontract all or any portion of the work to be performed under this Contract, DEVELOPER shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

9.3 Property Insurance. The DEVELOPER shall maintain in full force and effect, throughout the remaining life of this Agreement, a policy or policies of property insurance acceptable to the CITY, covering the Project premises, with limits reflective of the value of the Project premises upon issuance of the Certificate of Occupancy or substantial completion of the Project referenced in this Agreement, including fire and Extended Comprehensive Exposure (ECE) coverage in an amount, form, substance, and quality as acceptable to the CITY's Risk Manager. The CITY shall be added by endorsement as a loss payee thereon.

9.4 Bond Obligations. The DEVELOPER or its General Contractor shall obtain, pay for, and deliver good and sufficient payment and performance bonds along with a Primary Obligee, Co-Obligee or Multiple Obligee Rider in a form acceptable to the CITY from a corporate surety, admitted by the California Insurance Commissioner to do business in the State of California and Treasury-listed, in a form satisfactory to the CITY and naming the CITY as Obligee.

A. The "Faithful Performance Bond" shall be at least equal to 100% of the DEVELOPER's estimated construction costs as reflected in the Budget attached hereto as EXHIBIT "C" to the guarantee faithful performance of the Project, within the time prescribed, in a manner satisfactory to the CITY, consistent with this Agreement, and that all material and workmanship will be free from original or developed defects.

B. The "Payment Bond" or "Material and Labor Bond" shall be at least equal to 100% of construction costs approved by the CITY to satisfy claims of material suppliers and of mechanics and laborers employed for this Project. The bond shall be maintained by the DEVELOPER in full force and effect until the Project is completed and until all claims for materials and labor are paid and as required by the applicable provisions of the California Civil Code.

ARTICLE 10. DEFAULT AND REMEDIES

10.1 Events of Default. The parties agree that each of the following shall constitute an "Event of Default" by the DEVELOPER for purposes of this Agreement after the cure period in Section 10.2 has expired without a cure:

A. The DEVELOPER's use of PLHA Program Funds for costs other than eligible costs or for uses not permitted by the terms of this Agreement;

B. The DEVELOPER's failure to obtain and maintain the insurance coverage required under this Agreement;

C. Except as otherwise provided in this Agreement, the failure of the DEVELOPER to punctually and properly perform any other covenant or agreement contained in this Agreement including without limitation the following:

(1) the DEVELOPER's material deviation in the Project work specified in the Project Description as identified in this Agreement, without the CITY's prior written consent;

(2) the DEVELOPER's use of defective or unauthorized materials or defective workmanship in pursuit of the Project;

(3) the DEVELOPER's failure to commence or complete the Project, as specified in this Agreement, unless delay is permitted under Section 7.18 of this Agreement;

(4) cessation of the Project for a period of more than fifteen (15) consecutive days (other than as provided at Section 7.18 of this Agreement) prior to submitting to the CITY certification that the Project is complete;

(5) any material adverse change in the condition of the DEVELOPER or its development team, or the Project that gives the CITY reasonable cause to believe that the Project cannot be completed by the scheduled completion date according to the terms of this Agreement;

(6) the DEVELOPER's failure to remedy any deficiencies in record keeping or failure to provide records to the CITY upon the CITY's request; and

(7) the DEVELOPER's failure to comply with any federal, State or local laws or applicable CITY restrictions governing the Project, including but not

limited to provisions of this Agreement pertaining to equal employment opportunity, nondiscrimination and lead- based paint.

D. Any representation, warranty, or certificate given or furnished by or on behalf of the DEVELOPER shall prove to be materially false as of the date of which the representation, warranty, or certification was given, or that the DEVELOPER concealed or failed to disclose a material fact to the CITY, provided, however, that if any representation, warranty, or certification that proves to be materially false is due merely to the DEVELOPER's inadvertence, the DEVELOPER shall have a thirty (30) day opportunity after written notice thereof to cause such representation, warranty, or certification to be true and complete in every respect;

E. The DEVELOPER shall file, or have filed against it, a petition of bankruptcy, insolvency, or similar law, State or federal, or shall file any petition or answer seeking, consenting to, or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief, and such petition shall not have been vacated within 90 days; or shall be adjudicated bankrupt or insolvent, under any present or future statute, law, regulation, under State or federal law, and such judgment or decree is not vacated or set aside within 90 days;

F. The DEVELOPER's failure, inability or admission in writing of its inability to pay its debts as they become due or the DEVELOPER assignment for the benefit of creditors;

G. A receiver, trustee, or liquidator shall be appointed for the DEVELOPER or any substantial part of the DEVELOPER's assets or properties, and not be removed within ten days;

H. The DEVELOPER's breach of any other material condition, covenant, warranty, promise, or representation contained in this Agreement not otherwise identified within this Section.

I. Any substantial or continuous breach by the DEVELOPER of any material obligation owned by the DEVELOPER imposed by any other agreement with respect to the financing, of the Project, whether or not the CITY is a party to such agreement after expiration of all notice and cure periods contained within such document.

10.2 Notice of Default and Opportunity to Cure. The CITY shall give written notice to the DEVELOPER, including Clovis 135 Osmon, LP, AHDC and BOB, of any Event of Default by specifying: (1) the nature of the event or deficiency giving rise to the default; (2) the action required to cure the deficiency, if any action to cure is possible, and (3) a date, which shall not be less than the lesser of any time period provided in this Agreement, any time period provided for in the notice, or thirty (30) calendar days from the date of the notice, by which such deficiency must be cured, provided that if the specified deficiency or default cannot reasonably be cured within the specified time, with the CITY's written consent, the DEVELOPER shall have an additional reasonable period to cure so long as it commences cure within the specified time and thereafter diligently pursues the cure in

good faith. The CITY acknowledges and agrees that the DEVELOPER shall have the right to cure any defaults hereunder and that notice as provided herein.

10.3 Remedies Upon an Event of Default. Upon the happening of an Event of Default and a failure to cure said Event of Default within the time specified, the CITY's obligation to disburse PLHA Program Funds shall terminate. The CITY may also at its option and without notice institute any action, suit, or other proceeding in law, in equity or otherwise, which it shall deem necessary or proper for the protection of its interests and may without limitation proceed with any or all of the following remedies in any order or combination that the CITY may choose in its sole discretion:

- A. Terminate this Agreement immediately upon written notice;
- B. Bring an action in equitable relief: (1) seeking specific performance of the terms and conditions of this Agreement, and/or (2) enjoining, abating or preventing any violation of said terms and conditions, and/or (3) seeking declaratory relief; and
- C. Pursue any other remedy allowed by law or in equity or under this Agreement.

ARTICLE 11. GENERAL PROVISIONS

Without waiver of limitation, the parties agree that the following general provisions shall apply in the performance hereof:

11.1 Amendments. No modification or amendment of any provision of this Agreement shall be effective unless made in writing and signed by the parties hereto. The City recognizes that Senior Lenders and equity investors may request revisions to the Loan Documents to be consistent with their funding and investing requirements. Therefore, the CITY agrees to consider and negotiate as to any reasonable changes to this Agreement to address such requests, subject to approval as to form by the City Manager or designee and the City Attorney's Office. Any material changes, however, shall require further City Council approval.

11.2 Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party will be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

11.3 Binding on All Successors and Assigns. Unless otherwise expressly provided in this Agreement, all the terms and provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective heirs, successors, assigns, and legal representatives.

11.4 Counterparts. This Agreement may be executed in counterparts, each of which when executed and delivered will be deemed an original, and all of which together will constitute one instrument. The execution of this Agreement by any party hereto will not become effective until counterparts hereof have been executed by all parties hereto.

11.5 Disclaimer of Relationship. Nothing contained in this Agreement, nor any act of the CITY or of the DEVELOPER, or of any other person, shall in and by itself be deemed or construed by any person to create any relationship of third-party beneficiary, or of principal and agent, of limited or general partnership, or of joint venture.

11.6 Discretionary Governmental Actions. Certain planning, land use, zoning and other permits and public actions required in connection with the Project including, without limitation, the approval of this Agreement, the environmental review and analysis under CEQA or any other statute, and other transactions contemplated by this Agreement are discretionary government actions. Nothing in this Agreement obligates the CITY or any other governmental entity to grant final approval of any matter described herein. Such actions are legislative, quasi-judicial, or otherwise discretionary in nature. The CITY cannot and does not commit in advance that it will give final approval to any matter. The CITY shall not be liable, in contract, law or equity, to the DEVELOPER or any of its executors, administrators, transferees, successors-in-interest or assigns for any failure of any governmental entity to grant approval on any matter subject to discretionary approval.

11.7 Effective Date. This Agreement shall be effective upon the date first above written, upon the CITY and the DEVELOPER's complete execution following City Council approval and recordation of related documents.

11.8 Entire Agreement. This Agreement represents the entire and integrated agreement of the parties with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral.

11.9 Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

11.10 Expenses Incurred Upon Event of Default. The DEVELOPER shall reimburse the CITY for all reasonable expenses and costs of collection and enforcement, including reasonable attorney's fees, incurred by the CITY as a result of one or more Events of Default by the DEVELOPER under this Agreement.

11.11 Governing Law and Venue. Except to the extent preempted by applicable federal law, the laws of the State of California shall govern all aspects of this Agreement, including execution, interpretation, performance, and enforcement. Venue for filing any action to enforce or interpret this Agreement will be Fresno, California.

11.12 Headings. The headings of the articles, sections, and paragraphs used in this Agreement are for convenience only and shall not be read or construed to affect the meaning or construction of any provision.

11.13 Interpretation. This Agreement in its fully executed form is the result of the combined efforts of the parties. Any ambiguity will not be construed in favor or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

11.14 No Assignment or Succession. The DEVELOPER shall not sell, transfer, assign or otherwise dispose of all or a material part of any interest it might hold in the Property without the prior written consent of the CITY, which consent shall not be unreasonably withheld or delayed.

11.15 No Third-Party Beneficiary. No contractor, subcontractor, mechanic, materialman, laborer, vendor, or other person hired or retained by the DEVELOPER shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement, but each such person shall be deemed to have agreed: (a) that they shall look to the DEVELOPER as their sole source of recovery if not paid, and (b) except as otherwise agreed to by the CITY and any such person in writing, they may not enter any claim or bring any such action against the CITY under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the CITY and such person, each such person shall be deemed to have waived in writing all right to seek redress from the CITY under any circumstances whatsoever.

11.16 No Waiver. Neither failure nor delay on the part of the CITY in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the DEVELOPER therefrom shall be effective unless the same shall be in writing, signed on behalf of the CITY by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on the DEVELOPER in any case shall entitle the DEVELOPER to any other or further notices or demands in similar or other circumstances or constitute a waiver of any of the CITY's right to take other or further action in any circumstances without notice or demand.

11.17 Non-reliance. The DEVELOPER hereby acknowledges having obtained such independent legal or other advice as it has deemed necessary and declares that in no manner has it relied on the CITY, its agents, employees, or attorneys in entering into this Agreement.

11.18 Notice. Any notice to be given to either party under the terms of this Agreement shall be given by certified United States mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other addresses as may be specified in writing by the parties.

If to the CITY:

City of Clovis
Affordable Housing Programs
1033 Fifth Street
Clovis, CA 93612

If to DEVELOPER:

Clovis 135 Osmun, LP, a California Limited Partnership,

AHDC, its Managing General Partner
Attention: Laurie Doyle, Executive Vice President
3128 Willow Ave., Suite 101
Clovis, CA 93612

BOB, its Administrative General Partner
Attention: Michael Duarte, CEO
1331 Fulton Street
Fresno, CA 93721

11.19 Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement will control.

11.20 Recording of Documents. The DEVELOPER agrees to cooperate with the CITY and execute any documents required, promptly upon the CITY's request, and to promptly effectuate the recordation of this Agreement, the Declaration of Restrictions, the Deed of Trust, and any other documents/instruments that the CITY requires to be recorded, in the Official Records of Fresno County, California, consistent with this Agreement.

11.21 Remedies Cumulative. All powers and remedies given by this Agreement shall be cumulative and in addition to those otherwise provided by law.

11.22 Severability. The invalidity, illegality, or un-enforceability of any one or more of the provisions of this Agreement shall not affect the validity, legality, or enforceability of the remaining provisions hereof or thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date appearing in the opening paragraph of this Agreement.

SIGNATURES ON NEXT PAGE

DEVELOPER:

Clovis 135 Osmun, LP
A California Limited Partnership

Managing General Partner:
Central California Housing Corporation, a
California Corporation (dba Affordable
Housing Development Corporation)

By: _____
Austin Herzog, President

Administrative General Partner:
Better Opportunities Builder, Inc., a
California non-profit public benefit corporation

By: _____
Michael Duarte, Chief Executive Officer

CITY:

City of Clovis,
A California Municipal Corporation

By: _____
John Holt, City Manager

ATTEST:

By: _____
Karey Cha, City Clerk

APPROVED AS TO FORM:

By: _____
Scott G. Cross, City Attorney

(Attach notary certificate of acknowledgement for each signature, as required)

EXHIBIT A
PROPERTY DESCRIPTION

Legal Description

The land described herein is situated in the State of California, County of Fresno, City of Clovis, described as follows:

PARCEL 1:

That portion of the South half of the North half of the Northwest quarter of the Southwest quarter of Section 4, Township 13 South, Range 21 East, Mount Diablo Base and Meridian, lying East of the center-line of Osmun Street produced Northerly and West of the center-line of the Alley in Block 11 of East Clovis according to the map thereof recorded in Book 2 of Record of Surveys at Page 47, Fresno County Records, when said center-line of alley is produced Northerly.

EXCEPTING THEREFROM the North 173 feet thereof.

APN: 492-080-85

PARCEL 2:

The South 150 feet of the East 475.73 feet of the South half of the North half of the Northwest quarter of the Southwest quarter of Section 4, Township 13 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Township Plats;

EXCEPTING THEREFROM the East 275.73 feet thereof.

ALSO EXCEPTING THEREFROM the following described parcel for street purposes; Beginning at the Southwest corner of the TRACT NO. 2860, according to the map thereof recorded in Book 32 Page 40 of Plats, records of Fresno County, also being a point on the centerline of Baron Avenue; thence North 00° 35' 42" East, a distance of 150 feet; thence Westerly a distance of 16.00 feet along a line parallel to South line of the North half of the Northwest quarter of the Southwest quarter of Section 4, Township 13 South, Range 21 East, according to the United States Government Township Plats approved by the Surveyor General on July 15, 1854; thence Southwesterly a distance of 152 feet, to an Intersecting point on the South line of the North half of the Northwest quarter of the Southwest quarter of said Section 4, being 31.00 feet West of the Southwest corner of Tract No. 3860; thence Easterly on said South line a distance of 31.00 feet to the point of beginning.

TOGETHER WITH that certain real property located in the East 475.73 feet of the South half of the North half of the Northwest quarter of the Southwest quarter of Section 4, Township 13 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Government Township Plats approved by the Surveyor General on July 15, 1854.

Excepting the East 275.73 feet; being more particularly described as follows:

The South 17 feet of the North 180 feet of the East 475.73 feet of the South half of the North half of the Northwest quarter of said Section 4, excepting the East 275.73 feet.

APN: 492-080-74

PARCEL 3:

Lots 21 and 22 of Block 11 of East Clovis, according to the map thereof recorded in Book 2, page 47 of Records of Surveys, records of said County

TOGETHER WITH, that portion of an unnamed public street as abandoned by and pursuant to the provisions as disclosed Resolution no. 96-65, recorded August 23, 1996, as Instrument No. 96104979, described as follows:

A parcel of land in the South half of the Northwest quarter of the Southwest quarter of Section 4, Township 13 South, Range 21 East, Mount Diablo Base and Meridian, according to Official Plat thereof, described as follows:

Beginning at the Northwest corner of Lot 22, Block 11, of The Town of East Clovis as shown on Map thereof Recorded in Book 2 of Record of Surveys, at Page 47, Fresno County Records; thence Easterly along the Northerly line of said lot 22 to the Northeast corner of said Lot 22; thence Northerly along the Northerly prolongation of the Easterly line of said Lot 22, said Easterly line also being the Westerly line of the alley in said Block 11, to the Southerly line of that certain parcel of land described in deed to International Church of the Foursquare Gospel, Recorded June 29, 1960, in Book 4407 at Page 465, Official Records of said County, said Southerly line also being the Northerly line of said South half; thence Westerly along said Southerly line to its intersection with the Northerly prolongation of the Westerly line of said Lot 22, last said Westerly line also being the Easterly line of Osmun Street as shown on said Map of the Town of East Clovis; thence Southerly along last said Northerly prolongation to the Point of Beginning.

APN: 492-080-86

PARCEL 4:

The South 9.06 feet of the North 173.00 feet of South half of the North half of the Northwest quarter of the Southwest quarter of Section 4, Township 13 South, Range 21 East, Mount Diablo Base and Meridian, lying East of the center-line of Osmun Street produced Northerly and West of the center-line of the alley in Block 11 of East Clovis according to the map thereof recorded in Book 2 of Record of Surveys at Page 47, Fresno County Records, when said centerline of alley is produced Northerly.

Excepting therefrom the West 35.00 feet thereof.

APN: 492-080-08 (portion)

APN: 492-080-85, 492-080-86, 492-080-74, 492-080-08 (ptn)

EXHIBIT B
PROJECT DESCRIPTION AND SCHEDULE

PROJECT DESCRIPTION

135 Osmun Apartments is a three-story affordable, senior (age restricted) apartment community that is comprised of 51 dwelling units consisting of 48 one-bedrooms units, 2 two-bedrooms units, and 1 three-bedroom manager unit on approximately 1.73 acres.

One-bedroom units are approximately 628 sq. ft., two-bedroom units are approximately 884 sq. ft and the three-bedroom manager's unit is approximately 1,179 sq. ft.

The building is proposed to be a 3-story, type V-A wood framed building in a C-shape around a central courtyard including two elevators and interior and exterior amenity space. Proposed additional amenities include: a community center, managerial/leasing offices, library room, laundry facilities, a courtyard, and a dog run.

The target population will be senior residents of Clovis and the surrounding areas that are income qualified.

100% of the units will be rent restricted for qualified residents with incomes ranging from 30% to 60% of the area median income.

PROJECT SCHEDULE

TASK	PROJECTED COMPLETION DATE
Signed LOI	11/10/2023
Sign Purchase & Sale Agreement	11/28/2023
DRC Submission to City of Clovis	12/15/2023
1 st Neighborhood Meeting	1/31/2024
2 nd Neighborhood Meeting	2/29/2024
Submission for GPA, Rezone, Site Plan Review to City of Clovis	1/31/2024
Approval of Entitlements	5/31/2024
Application for State Funding	Summer 2024
Construction/Permanent Loan Commitments	Summer 2024
Application & Allocation for LIHTC Funding	Summer 2024 – Fall 2024
Property Acquisition	Spring 2025, or sooner if applicable
Construction Commencement	Spring 2025
Construction Completion	Spring 2026

EXHIBIT C
BUDGET

CONSTRUCTION SOURCES	
Source	Funding Amount
Construction Loan	\$23,018,719
Tax Credit Equity	\$2,684,375
Deferred Costs	\$2,414,114
City of Clovis PLHA	\$1,481,281
Total	\$29,598,489
PERMANENT SOURCES	
Source	Funding Amount
Tax Credit Equity	\$26,843,749
Deferred Developer Fee	\$1,100,000
Other	\$173,459
City of Clovis PLHA	\$1,481,281
Total	\$29,598,489
TOTAL DEVELOPMENT COST:	\$29,598,489

EXHIBIT D
EXEMPLAR DECLARATION OF RESTRICTIONS

Recording requested by and on behalf of:

CITY OF CLOVIS

WHEN RECORDED MAIL TO:

City of Clovis
Attn: Housing Program Manager
1033 Fifth Street
Clovis, California 93612

(Space above this line for Recorder's Use only)
No recording or filing fee required. This document is exempt from fees pursuant to California Government Code §§ 6103, 27383.

APNs: 492-080-74, 492-080-85, 492-080-86, and 492-080-08 (portion)

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS (“Declaration”) is executed as of _____, 2024, by Clovis 135 Osmun, LP, by Central California Housing Corporation, a California corporation (dba Affordable Housing Development Corporation, and referred to herein as “AHDC”) its Managing General Partner, and Better Opportunities Building, Inc., a California non-profit public benefit corporation (“BOB”), its Administrative General Partner (Clovis 135 Osmun, LP, AHDC and BOB are collectively hereinafter referred to as “DECLARANTS”), in favor of the CITY OF CLOVIS, a California municipal corporation (“CITY”).

WHEREAS, the DECLARANTS are the owners of the real property in the City of Clovis, County of Clovis, California, located at 135 Osmun Avenue, Clovis, CA 93612 (APNs: 492-080-74, 492-080-85, 492-080-86, and 492-080-08 (portion), which is more particularly described in EXHIBIT “A” attached hereto and incorporated herein by reference, including the improvements thereon (“Property”); and

WHEREAS, pursuant to a certain Permanent Local Housing Allocation Agreement between DECLARANTS and CITY dated _____, 2024 (“PLHA Agreement”), incorporated herein by reference and instruments referenced therein, the DECLARANTS agree to utilize, and the CITY agrees to provide, certain PLHA funds from the State of California to the DECLARANTS and the DECLARANTS agree to construct a fifty-one (51) unit affordable senior rental housing project subject to the terms and conditions in the PLHA Agreement, with fifty (50) units restricted to qualified low to very low income households and one (1) on-site manager unit (“Project”).

WHEREAS, the PLHA regulations promulgated by the State of California and the PLHA Agreement impose certain affordability requirements upon property owned by the DECLARANTS, which affordability restrictions shall be enforceable for a Fifty-Five (55) year period; and

WHEREAS, these restrictions are intended to bind the DECLARANTS and all purchasers and successors-in-interest of the Property and DECLARANTS.

NOW THEREFORE, the DECLARANTS declare that the Property is held and will be held, transferred, encumbered, used, sold, conveyed and occupied subject to the covenants, restrictions, and limitations set forth in this Declaration, all of which are declared and agreed to be in furtherance of the Project. All of the restrictions, covenants and limitations shall run with the land and will be binding on all parties having or acquiring any right,

title or interest in the Property or any part thereof, will inure to the benefit of the CITY, and will be enforceable by it. Any purchaser under a contract of sale covering any right, title or interest in any part of the Property, by accepting a deed or a contract of sale or agreement of purchase, accepts the document subject to, and agrees to be bound by, any and all restrictions, covenant, and limitations set forth in this Declaration commencing on the date the DECLARANT has provided the CITY with a recorded Notice of Completion, constituting the commencement of the 55-year Affordability Period.

1. Declarations. The DECLARANTS hereby declare that the Property is and shall be subject to the covenants and restrictions hereinafter set forth, all of which are declared to be in furtherance of the Project and the PLHA Agreement and are established and agreed upon for the purpose of enhancing and protecting the value of the Property and in consideration of the CITY entering into the PLHA Agreement with the DECLARANT.

2. Restrictions. The following covenants and restrictions on the use and enjoyment of the Property shall be in addition to any other covenants and restrictions affecting the Property, and all such covenants and restrictions are for the benefit and protection of the CITY and shall run with the Property and be binding on any future owners of the Property and inure to the benefit of and be enforceable by CITY. These covenants and restrictions are as follows:

(a) The DECLARANTS for themselves and their respective successor(s) on title covenant and agree that from the date the Project is complete, until the expiration of the Affordability Period, shall cause Fifty (50) Affordable Housing Units to be used as affordable rental housing to Low- to Very Low Income Households with an income of 30% to 60% of area median income. The DECLARANTS further agree to file a recordable document setting forth the Project Completion Date when determined by the CITY. Unless otherwise provided in the Agreement, the term Affordable Housing Unit shall include, without limitation, compliance with the following requirements:

i. Nondiscrimination. There shall be no discrimination against nor segregation of any persons or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, or handicap in the sale, transfer, use, occupancy, tenure, or enjoyment of any of the Property, nor shall the DECLARANTS establish or permit any practice of discrimination or segregation with reference to the selection, location, number, use or occupancy of owners or vendees of the Project and/or Property.

ii. Principal Residence. The PLHA-Assisted Units constituting the Affordable Housing Units upon the Project Property shall be leased only to eligible natural persons, who shall occupy the Affordable Housing Units as the tenants' principal place of residence. The forgoing requirement that the eligible tenant occupy the unit as their principal residence does not apply to (i) persons, other than natural persons, who acquire the Project Property or portion thereof by foreclosure or deed in lieu of foreclosure; or (ii) State qualified entities that acquire the Property or portion thereof with the consent of the CITY.

iii. Household Income Requirements. The Fifty (50) Affordable Housing Units constructed on the Project Property may be rented only to a natural person(s) whose annual Household income at the time of rental is not greater 60% of the most recent annual median income as provided for on the State of California website for Fresno County and applicable to such household's size.

Section 2(a) above is hereinafter referred to as the Covenants and Restrictions.

3. Enforcement of Restrictions. Without waiver or limitation, the CITY shall be entitled to seek and obtain injunctive or other equitable relief against any violation or attempted violation of any of the Covenants and Restrictions.

4. Acceptance and Ratification. All present and future owners of the Property and other persons claiming by, through, or under them shall be subject to and shall comply with the Covenants and Restrictions. The acceptance of a deed of conveyance to the Property shall constitute an agreement that the Covenants and Restrictions, as may be amended or supplemented from time to time, are accepted and ratified by any future owners, tenant, or occupant, and such Covenants and Restrictions shall be a covenant running with the land and shall bind any person having at any time any interest or estate in the Property, all as though such Covenants and Restrictions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

Notwithstanding the foregoing, upon foreclosure by a lender or other transfer in lieu of foreclosure, the Affordability Period shall be terminated unless the foreclosure or other transfer in lieu of foreclosure or assignment recognizes any contractual or legal rights of public agencies, nonprofit sponsors, or others to take actions that would avoid the termination of low-income affordability. However, the requirements with respect to Affordable Housing Unit shall be revived according to their original terms, if during the original Affordability Period, the owner of record before the foreclosure or other transfer, or any entity that includes the former owner of those with whom the former owner has or had formally, family or business ties, obtains an ownership interest in the Project or the Property.

5. Benefit. This Declaration shall run with and bind the Property for a term commencing on the date the Notice of Completion is recorded and provided to the CITY, until the expiration of the Fifty-five (55) year Affordability Period. The failure or delay at any time of CITY and/or any other person entitled to enforce this Declaration shall in no event be deemed a waiver of the same, or of the right to enforce the same at any time or from time to time thereafter, or an estoppel against the enforcement thereof.

6. Costs and Attorney's Fees. In any proceeding arising because of failure of the DECLARANTS or any future owner of the Property to comply with the Covenants and Restrictions required by this Declaration, as may be amended from time to time, the prevailing party shall be entitled to recover its respective costs and reasonable attorney's fees incurred in connection with such proceeding, including default or failure.

7. Waiver. Neither the DECLARANTS nor any future owner of the Property may exempt itself from liability for failure to comply with the Covenants and Restrictions required in this Declaration; provided however, that upon the transfer of the Property, the transferring owner may be released from liability hereunder, upon the CITY's written consent of such transfer, which consent shall not be unreasonably withheld, conditioned or delayed.

8. Severability. The invalidity of the Covenants and Restrictions or any other covenant, restriction, condition, limitation, or other provision of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the rest of this Declaration and each shall be enforceable to the greatest extent permitted by law.

9. Pronouns. Any reference to the masculine, feminine, or neuter gender herein shall, unless the context clearly requires the contrary, be deemed to refer to and include all genders. Words in the singular shall include and refer to the plural, and vice versa, as appropriate.

10. Interpretation. The captions and titles of the various articles, sections, subsections, paragraphs, and subparagraphs of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof.

11. Amendments or Modifications. No amendments or modifications shall be permitted without the prior written consent of the CITY and the DECLARANTS.

12. Recordation. The DECLARANTS acknowledge that this Declaration will be filed with and recorded by the County of Fresno Recorder’s Office.

13. Capitalized Terms. All capitalized terms used in this Declaration, unless otherwise defined herein, shall have the meanings assigned to such terms in the PLHA Agreement.

14. Headings. The headings of the articles, sections, and paragraphs used in this Declaration are for convenience only and shall not be read or construed to affect the meaning or construction of any provision.

IN WITNESS WHEREOF, the DECLARANTS have executed this Declaration of Restrictions on the date first written above.

DECLARANTS:

Clovis 135 Osmun, LP
A California limited partnership

Managing General Partner
Central California Housing Corporation, a
California Corporation (dba Affordable
Housing Development Corporation)

By: _____
Austin Herzog, President

Administrative General Partner
Better Opportunities Building, Inc., a
California non-profit public benefit corporation

By: _____
Michael Duarte, Chief Executive Officer

(Attach notary certificate of acknowledgement for each signature)

EXHIBIT E
EXEMPLAR PROMISSORY NOTE

DO NOT DESTROY THIS NOTE: When paid, this note, must be surrendered to Borrowers for Cancellation.

PROMISSORY NOTE
Secured by Deed of Trust

Loan Amount: \$1,481,281.00

Date: _____, 2024

Clovis, California

For value received, the undersigned, collectively referred to as Borrower (BORROWER) jointly and severally, promise to pay to the order of the City of Clovis, a California municipal corporation (Lender), the sum of One Million Four Hundred Eighty-One Thousand Two Hundred Eighty-One Dollars (\$1,481,281.00), to the extent that such funds are loaned to the BORROWER, with interest on the unpaid principal balance running from the date of disbursement with simple interest at the rate of three percent (3.0%) annually in accordance with the Permanent Local Housing Allocation Agreement dated _____, 2024, entered into between the Lender and the BORROWER, (Agreement), which is incorporated herein by reference, with the balance of principal and interest due and payable on or before the earlier of (i) the BORROWER's uncured default under the Agreement with respect to the Project, and (ii) 55-years from the date of this Note (Maturity Date), on which date the unpaid balance of principal with unpaid interest thereon shall be due and payable, along with reasonable attorney's fees and costs of collection incurred by Lender, if any, and without relief from valuation and appraisal laws.

This is a Residual Receipts Note. Principal and interest payments equal to twenty percent (20%) of annual 100% of Residual Receipts, to the extent that Residual Receipts exist and are itemized in annual audited financial statements supplied to Lender with each payment hereunder, shall be due 180 days following the end of the year in which the Project is completed, and said payment shall continue each successive year thereafter until the Maturity Date, upon which all principal and interest shall be due and payable (prorated amounts to be paid for the first and last year of the Note). Any failure to make a payment required hereunder within ten (10) days after such payment is due shall constitute a default under the Agreement with respect to the Project and this Note. It shall not be a default hereunder if no payment was made because the Project Residual Receipts did not exist for any particular year. Additionally, any failure to timely submit to Lender annual audited financial statements with the management notes and residual receipts calculation within thirty (30) days after such financial statements are due shall constitute a default under the Agreement with respect to the Project and Note.

Residual Receipts means in each operating year 100% of the sum of: (i) all cash received by the Project from rents, lease payments, and all sources generally considered in the apartment industry to be "other income" (which does not include payments for optional services provided by BORROWER), (ii) payments under a Housing Assistance Program Section 8 Contract (or tenant vouchers) or Section 811 Contract, if any, excluding tenant security or other deposits required by law to be segregated and restricted, and interest

on reserves not available for distribution, and the net proceeds of any insurance (including rental interruption insurance), other than fire and extended coverage and title insurance, to the extent not reinvested, less the sum of: (i) all payments on account of any loans (including unpaid principal and accrued reasonable interest) made for the benefit of the Project by the BORROWER, (ii) contributions to any prudent and reasonable cash reserves for working capital, operating expenses, capital expenditures, repairs, replacements and anticipated expenditures, in such amounts as may be reasonably required by the lenders to the Project for the operation of the Project not to exceed the amount required by the Project's permanent lender, annually adjusted in proportion to the average increase of the following indices (a) the United States Bureau of Labor Statistics for Hourly Wage Rates of all workers in manufacturing, and (b) of all Commodity Wholesale Prices, said indices shall be re-defined to the mutual satisfaction of the parties in the event of change in form and basis of indices, all increases shall use the indices for calendar year 2010 as their base; and (iii) the payment of principal and interest, and any associated fees, expenses, and costs, with respect to any Senior Financing.

Operating Expenses means actual, reasonable and customary (for comparable quality, rehabilitated rental housing developments in Fresno County) costs, fees and expenses directly incurred, paid, and attributable to the operation, maintenance and management of the Project in a calendar year, including, without limitation: painting, cleaning, repairs, alterations, landscaping, utilities, refuse removal, certificates, permits and licenses, sewer charges, real and personal property taxes, assessments, insurance, security, advertising and promotion, janitorial services, cleaning and building supplies, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings which are not paid from the capital replacement reserve, fees and expenses of property management and common area expenses, fees and expenses of accountants, attorneys and other professionals, the cost of social services, repayment of any completion or operating loans including any and all deferred fees (including developer fees and contractor fees) per the Budget, made to the BORROWER, its successors or assigns, and other actual operating costs and capital costs which are incurred and paid by the BORROWER, but which are not eligible for payment from reserve accounts.

All capitalized terms used in this Note, unless otherwise defined, shall have the respective meanings specified for the terms in the Agreement. In addition, as used in this Note, the following terms will have the following meanings:

Business Day means any day other than Saturday, Sunday, or public holiday or the equivalent for banks generally under the laws of California. Whenever any payment to be made under this Note is stated to be due on a day other than a Business Day, that payment may be made on the next succeeding Business Day.

Note Maturity Date means 55 years from the Note date.

This Note, and any extensions or renewals hereof, is secured by a Deed of Trust and Assignment of Rents, on real estate in Fresno County, California, that provides for acceleration upon stated events, dated as of the same date as this Note, and executed

in favor of and delivered to the Lender (Deed of Trust), insured as a fourth (4th) position lien/encumbrance on the Property.

Time is of the essence. It will be a default under this Note if the BORROWER defaults under the Agreement, any other Loan Document with the Lender, or this Note and such default continues beyond the notice and cure period as provided in such documents. In the event of a default by the BORROWER with respect to any sum payable under this Note and the failure to cure such default within ten (10) days, the BORROWER shall pay a late charge equal to the lesser of two percent (2.0%) of any outstanding payment or the maximum amount allowed by law. All payments collected shall be applied first to payment of any costs, fees or other charges due under this Note or any other Loan Documents then to the interest and then to principal balance. On the occurrence of an uncured default or on the occurrence of any other event that under the terms of the Loan Documents give rise to the right to accelerate the balance of the indebtedness, then, at the option of Lender, this Note or any notes or other instruments that may be taken in renewal or extension of all or any part of the indebtedness will immediately become due without any further presentment, demand, protest, or notice of any kind. Lender acknowledges and agrees that it shall send notice of any default hereunder to the limited partners of the BORROWER and shall accept any cure offered by such limited partners on the same basis as it would accept a cure from Borrower.

The indebtedness evidenced by this Note may, at the option of the BORROWER, be prepaid in whole or in part without penalty. Lender will apply all the prepayments first to the payment of any costs, fees, late charges, or other charges due under this Note or under any of the other Loan Documents and then to the interest and then to the principal balance.

All Loan payments are payable in lawful money of the United States of America at any place that Lender or the legal holders of this Note may, from time to time, in writing designate.

The BORROWER agrees to pay all costs including, without limitation, reasonable attorney fees, incurred by the holder of this Note in the successful enforcement of payment, whether or not suit is filed, and including, without limitation, all costs, reasonable attorney fees, and expenses incurred by the Lender or holder of this Note in connection with any bankruptcy, reorganization, arrangement, or other similar proceedings involving the BORROWER that in any way affects the exercise by the Lender or holder of this Note of its rights and remedies under this Note. All costs incurred by the Lender or holder of this Note in any action undertaken to obtain relief from the stay of bankruptcy statutes are specifically included in those costs and expenses to be paid by the BORROWER.

Any notice, demand, or request relating to any matter set forth herein shall be in writing and shall be given as provided in the Agreement.

No delay or omission of the Lender in exercising any right or power arising in connection with any default will be construed as a waiver or as acquiescence, nor will any single or

partial exercise preclude any further exercise. The Lender may waive any of the conditions in this Note and no waiver shall be deemed to be a waiver of the Lender's rights under this Note, but rather will be deemed to have been made in pursuance of this Note and not in modification. No waiver of any default shall be construed to be a waiver of or acquiescence in or consent to any preceding or subsequent default.

The Deed of Trust provides as follows:

Except as provided herein or in the Agreement, if the Trustor/Grantor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any Note evidencing the same, immediately due and payable.

The Lender may transfer this Note and deliver to the transferee all or any part of the Property then held by it as security under this Note, and the transferee will then become vested with all the powers and rights given to the Lender; and the Lender will then be forever relieved from any liability or responsibility in the matter, but the Lender will retain all rights and powers given by this Note with respect to Property not transferred.

If any one or more of the provisions in this Note is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired. This Note shall be binding on and inure to the benefit of the BORROWER, Lender, and their respective successors and assigns.

The BORROWER and Lender agree that this Note will be deemed to have been made under and will be governed by the laws of California in all respects, including matters of construction, validity, and performance, and that none of its terms or provisions may be waived, altered, modified, or amended except as the Lender and BORROWER may consent to in a writing duly signed by the BORROWER or Lender or its authorized agents.

This Note shall be nonrecourse to the BORROWER and all its constituent members and may be prepaid at any time without penalty. Neither the BORROWER nor any of its general and limited partners shall have any personal liability for repayment of the Loan. The sole recourse of the Lender under the Loan Documents for repayment of the Loan shall be the exercise of its rights against the Property pursuant to the Deed of Trust and the Lender shall have no right to seek or recover any deficiency amount from the BORROWER or any partner of the BORROWER.

IN WITNESS WHEREOF, the BORROWER has caused this Promissory Note to be executed as of the date and year first above written.

SIGNATURES ON FOLLOWING PAGE

BORROWER

Clovis 135 Osmun, LP
A California limited partnership

Managing General Partner
Central California Housing Corporation, a
California Corporation (dba Affordable
Housing Development Corporation)

By: _____
Austin Herzog, President

Administrative General Partner
Better Opportunities Building, Inc., a
California non-profit public benefit corporation

By: _____
Michael Duarte, Chief Executive Officer

(Attach notary certificate of acknowledgement for each signature)

EXHIBIT F
EXEMPLAR DEED OF TRUST

Recording requested by and on behalf of:

CITY OF CLOVIS

WHEN RECORDED MAIL TO:

City of Clovis
 Attn: Housing Program Manager
 1033 Fifth Street
 Clovis, California 93612

(Space above this line for Recorder's Use only)
 No recording or filing fee required. This document is exempt from fees pursuant to California Government Code §§ 6103, 27383.

APNs: 492-080-74, 492-080-85, 492-080-86, and 492-080-08 (portion)

DEED OF TRUST ASSIGNMENT OF RENTS

THIS DEED OF TRUST (Deed of Trust) made this ____ day of _____, 2024, by and between Clovis 135 Osmun, LP, a California limited partnership, Central California Housing Corporation, a California Corporation (dba Affordable Housing development Corporation) ("AHDC"), its Managing General Partner, and Better Opportunities Building, Inc., a California non-profit public benefit corporation ("BOB"), its Administrative General Partner, Clovis 135 Osmun LP, AHDC and BOB are hereinafter collectively referred to as "Borrower", _____ Title Company, a California Corporation ("Trustee"), and the City of Clovis, a California municipal corporation organized and existing under the laws of the State of California and whose address is 1033 Fifth Street, Clovis, California 93612 "(Beneficiary" or "Lender").

The Borrower, in consideration of the indebtedness herein recited and the trust herein created, does irrevocably grant and convey to Trustee, in trust, with power of sale, all the Borrower's right, title, and interest now owned or hereafter acquired in the real property (Property) known as Clovis, CA 93612, located in Fresno County, California and more particularly described in EXHIBIT "A," attached hereto and incorporated herein by reference (the Borrower agrees that any greater interest to the Property later acquired during the term of this Deed of Trust will be subject to this Deed of Trust), together with the rents, issues, and profits, subject however, to the right, power, and authority granted and conferred on the Borrower in this Deed of Trust to collect and apply the rents, issues, and profits; and

The Borrower also irrevocably grants, transfers, and assigns to the Trustee, in trust, with power of sale, all of the Borrower's right, title and interest now owned or later for and located at the Property:

- (1) All buildings (Buildings) and improvements now or later on the land and all easements, rights, appurtenances, water and water rights, minerals and mineral rights; all machinery, equipment, appliances, and fixtures for the generation or

distribution of air, water, heat, electricity, light, fuel, or refrigeration or for ventilating or sanitary purposes or for the exclusion of vermin or insects or for the removal of dust, refuse, or garbage; all wall safes, built-in furniture, and installations, window shades and blinds, light fixtures, fire hoses and brackets, screens, linoleum, carpets, furniture, furnishings, fixtures, plumbing, laundry tubs and trays, refrigerators, heating units, stoves, water heaters, incinerators, and communication systems and installations for which any Building is specially designed; all of these item, whether now or later installed, being declared to be for all purposes of this Deed of Trust a part of the Land, the specific enumerations in this Deed of Trust not excluding the general; and

- (2) The rents, issues, profits, and proceeds relating to the foregoing; and
- (3) The Property to the extent not included in clauses (1) and (2) above.

TO SECURE, in order of priority that the Beneficiary determines:

- (1) Payment of the indebtedness evidenced by a note of the Borrower of even date with this Deed of Trust in the principal amount of One Million Four Hundred Eighty-One Thousand Two Hundred Eighty-One Dollars (\$1,481,281.00) (Note), payable to the Beneficiary or order, and all extensions, modifications, or renewals of that note;
- (2) Payment of the interest on that indebtedness according to the terms of the Note;
- (3) Payment of all other sums (with interest as provided herein) becoming due and payable to the Beneficiary or the Trustee pursuant to the terms of this Deed of Trust;
- (4) Performance of every obligation contained in this Deed of Trust, the Note, the Permanent Local Housing Allocator Program Agreement ("Program Agreement") ("PLHA Agreement") dated _____, 2024, and its related documents, the Declaration of Restrictions dated _____, 2024, any instrument now or later evidencing or securing any indebtedness secured by this Deed of Trust, and any agreements, supplemental agreements, or other instruments of security executed by Borrower as of the same date of this Deed of Trust or at any time subsequent to the date of this Deed of Trust for the purpose of further securing any indebtedness amending this Deed of Trust or any instrument secured by this Deed of Trust (collectively the Loan Documents); and
- (5) Payment of all other obligations owed by Borrower to Beneficiary that by their terms recite that they are secured by this Deed of Trust, including those incurred as primary obligor or as guarantor.

The Borrower covenants that the Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered except for encumbrances of record. The Borrower covenants that the

Borrower will forever warrant and will defend the grant made in this Deed of Trust against all claims and demands, subject to encumbrances of record. The Borrower covenants that the Borrower will maintain and preserve the lien of this Deed of Trust until all the indebtedness under the Note is paid in full.

The Borrower represents and warrants to the Beneficiary that as of the date of this Deed of Trust, the Borrower is a validly existing and is in good standing under the laws of the State of California and is qualified to do business in the State of California; that the Borrower has the requisite power and authority to own, develop, and operate the Property; and that the Borrower is in compliance with all laws, regulations, ordinances, and orders of public authorities applicable to it.

The Borrower represents and warrants to the Beneficiary that as of the date of this Deed of Trust the execution, delivery, and performance by the Borrower and the borrowings evidenced by the Note are within the power of the Borrower; have been duly authorized by all requisite corporate or partnership actions, as appropriate; has received all necessary governmental approvals; and will not violate any provision of law, any order of any court or agency of government, the charter documents of the Borrower, or any indenture, agreement, or any other instrument to which the Borrower is a party or by which the Borrower or any of its property is bound, nor will they conflict with, result in a breach of, or constitute (with due notice and lapse of time) a default under any indenture, agreement, or other instrument, or result in the creation or imposition of any lien, charge, or encumbrance of any nature on any of the property or assets of the Borrower, except as contemplated by the provisions of the Loan Documents; and each of the Loan Documents, when executed and delivered to the Beneficiary, will constitute a valid obligation, enforceable in accordance with its terms.

The Borrower represents and warrants to the Beneficiary that as of the date of this Deed of Trust that the Property is not used principally for agricultural or grazing purposes; that the Borrower is engaged in the development and operation of improvements to the Property; and that the principal purpose of the PLHA Loan is the construction of affordable housing and improvements to the Property.

UNIFORM COVENANTS. The Borrower and the Lender covenant and agree as follows:

1. Payment of Principal. The Borrower shall promptly pay when due the principal indebtedness evidenced by the Note. The Lender shall reuse repayments consistent with the PLHA guidelines.
2. Hazard Insurance. The Borrower, at its sole cost and expense, for the mutual benefit of the Borrower and Beneficiary, shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as the Lender may require and in such amounts and for such periods as the Lender may require as set forth in the PLHA Agreement referenced above. The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by the

Lender; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to the Lender and shall include a standard mortgage clause in favor of and in a form acceptable to the Lender. The Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of loss, the Borrower shall give prompt notice to the insurance carrier and the Lender. The Lender may make proof of loss if not made promptly by the Borrower. If the Property is abandoned by the Borrower, or if the Borrower fails to respond to the Lender within thirty (30) days from the date notice is mailed by the Lender to the Borrower that the insurance carrier offers to settle a claim for insurance benefits, the Lender is authorized to collect and apply the insurance proceeds at the Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

3. Preservation and Maintenance of Property. Leaseholds; Condominiums; Planned Unit Developments. The Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, the Borrower shall perform all of the Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
4. Protection of Lender's Security. If the Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects the Lender's interest in the Property, then the Lender, at the Lender's option, upon notice to the Borrower, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect the Lender's interest. If the Lender requires mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with the Borrower's and Lender's written agreement or applicable laws. Any amounts disbursed by the Lender pursuant to this section 4 shall become additional indebtedness of the Borrower secured by this Deed of Trust. Unless the Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from the Lender to the Borrower requesting payment thereof. Nothing contained in this section 4 shall require the Lender to incur any expense or take any action hereunder.
5. Inspection. The Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that the Lender shall provide the

Borrower notice prior to any such inspection specifying reasonable cause therefore related to the Lender's interest in the Property.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.
7. Borrower Not Released; Forbearance By Lender Not a Waiver. The extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by the Lender to any successor in interest of the Borrower shall not operate to release, in any manner, the liability of the original Borrower and the Borrower's successors in interest. The Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust be reason of any demand made by the original Borrower and the Borrower's successors in interest. Any forbearance by the Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be waiver of or preclude the exercise of any such right of remedy.
8. Successors and Assignees Bound; Joint and Several Liability; Co-Signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assignees of the Lender and the Borrower. All covenants and agreements of the Borrower shall be joint and several. Any borrower who co-signs this Deed of Trust, but does not execute the Note is: (a) co-signing this Deed of Trust only to grant and convey that the Borrower's interest in the Property of Trustee under the terms of this Deed of Trust, and (b) not personally liable on the Note or under this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.
9. Transferability. One of the inducements to the Beneficiary for making the Loan is the identity of the Borrower. The existence of any interest in the Property other than the interests of the Borrower and Beneficiary and any encumbrance permitted in this Deed of Trust, even though subordinate to the security interest of the Beneficiary, and the existence of any interest in the Borrower other than those of the present owners, would impair the Property and the security interest of the Beneficiary, and, therefore, except as provided herein or in the Loan Documents, the Borrower will not sell, convey, assign, transfer, alienate, or otherwise dispose of its interest in the Property, either voluntarily or by operation of law, or agree to do so, without the prior written consent of the Beneficiary. The consent to one transaction by the Beneficiary shall not be deemed a waiver of the right to require consent to further or successive transactions. If the Borrower is a corporation, any sale, transfer, or disposition of fifty percent (50%) or more of the voting interest of

the Borrower or of any entity that directly or indirectly owns or controls the Borrower, including, without limitation, the parent company of the Borrower, and the parent company of the parent company of the Borrower, will constitute a sale of the Property for purposes of this section. If the Borrower is a partnership any change or addition of a general partner of the Borrower, change of a partnership interest of the Borrower with the exception of a limited partner transfer, which shall not require the Beneficiary's consent, or sale, transfer, or disposition of fifty percent (50%) or more of the voting interest or partnership interest of any general partner of the Borrower or of any corporation, partnership or entity that directly or indirectly owns or controls any general partner of the Borrower, including, without limitation, each parent company of a general partner of the Borrower and each parent company of any parent company of a general partner of the Borrower, will constitute a sale of the Property for purposes of this section. If the Borrower is a limited liability company, any change of the manager or any sale, transfer or disposition of fifty percent (50%) or more of the partnership interests of the Borrower, or disposition of fifty percent (50%) or more of the voting interest of the Borrower or of any corporation, partnership or entity that directly or indirectly owns or controls any member of the Borrower, including without limitations, each parent company of the Borrower and each parent company of any parent company of a member of the Borrower, will constitute a sale of the Property for purposes of this section. Any transaction in violation of this section will cause all indebtedness, irrespective of the maturity dates, at the option of the Beneficiary and without demand or notice, immediately to become due, together with any prepayment premium in accordance with the terms of the Note except as prohibited by law.

10. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to the Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to the Borrower at the Property address or at such other address as the Borrower may designate by notice to the Lender as provided herein, and (b) any notice to the lender shall be given by certified mail to the Lender's address stated herein or to such other address as the Lender may designate by notice to the Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to the Borrower or Lender when given in the manner designated herein.
11. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust or if the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs", "expenses", and "attorney's fees" include all sums to the extent not prohibited by applicable law or limited herein.

12. Borrower's Copy. The Borrower shall be furnished a copy of the Note and a conformed copy of the recorded Deed of Trust at the time of execution or after recordation thereof.

13. Acceleration; Remedies. Upon the Borrower's breach of any covenant or agreement of the Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, the Note or the PLHA Program restrictions, the Lender prior to acceleration shall give notice to the Borrower as provided in section 10 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than ten (10) days from the date notice is mailed to the Borrower, by which such breach must be cured or thirty (30) days for a non-monetary default; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform the Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of the Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, the Lender, at the Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. The Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this section 13, including, but not limited to, reasonable attorney's fees. If the Lender invokes the power of sale, the Lender shall execute or cause the Trustee to execute a written notice of the occurrence of an event of default and of the Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. The Lender or the Trustee shall mail copies of such notice in the manner prescribed by applicable law. The Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, the Trustee, without demand on the Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. The Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. The Lender or the Lender's designee may purchase the Property at any sale. The Trustee shall deliver to the purchaser the Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. The Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person, persons, or entities legally entitled thereto.

14. Borrower's Right to Reinstate. Notwithstanding the Lender's acceleration of the sums secured by this Deed of Trust due to the Borrower's breach, the Borrower shall have the right to have any proceedings begun by the Lender to enforce this Deed of Trust discontinued at any time prior to five days before sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) the Borrower pays the Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) the Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) the Borrower pays all reasonable expenses incurred by the Lender and Trustee in enforcing the covenants and agreements of Borrower in section 13 hereof, including but not limited to, reasonable attorney's fees; and (d) the Borrower takes such action as the Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and the Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by the Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
15. Nonrecourse. The sole recourse of the Lender under the Loan Documents for repayment of the Note shall be the exercise of its rights against the Property.
16. Withdrawal, Removal and/or Replacement. If applicable, the removal or replacement of any general partner of the Borrower pursuant to the terms of a partnership agreement due to violation by a general partner of the terms of a partnership agreement, or a voluntary withdrawal from a partnership by a general partner, and any transfer of limited partnership interest or interests in the same, shall not constitute a default under any of the Loan Documents, and any such actions shall not accelerate the maturity of the loan.
17. Lien of Deed of Trust. The Beneficiary agrees that the lien of this Deed of Trust shall be subordinated to any senior lender housing commitment (as such term is defined in Section (42(h)(6)(B) of the internal Revenue Code) (the Extended Use Agreement) recorded against the Property, provided that such Extended Use Agreement, by its terms, must terminate upon foreclosure under this Deed of Trust or upon a transfer of the Property by instrument of lieu of foreclosure, in accordance with Section 42(h)(6)(E) of the Internal Revenue Code, subject to the limitations upon evictions, terminations of tenancies and increases in gross rents of tenants of low-income units as provided in that Section.
18. Assignment of Rent; Appointment of Receiver; Lender in Possession. As additional security hereunder, the Borrower hereby assigns to the Lender the rents of the Property, provided that the Borrower shall, prior to acceleration under section 13 or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under section 13 hereunder or abandonment of the Property, the Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All

rents collected by the Lender or the receiver shall be applied first to premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. The Lender and the receiver shall be liable to account only for those rents actually received.

19. Release of Deed and Note. Upon payment of all sums secured by this Deed of Trust, the Lender shall request the Trustee to surrender this Deed of Trust, and the notes evidencing indebtedness secured by this Deed of Trust to Trustee.
20. Substitute Trustee. At the Lender's option, the Lender may from time to time, appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by the Lender and recorded in the Fresno County Recorder's Office. The instrument shall contain the name of the original the Lender, Trustee and Borrower, the book and page where this Instrument is recorded and the name and address of the successor trustee. The successor trustee shall, without conveyance of the Property, succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.
21. Statement of Obligation. The Lender may collect a fee not to exceed fifty dollars (\$50.00) for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.
22. Event of Default. Prior to declaring or taking any remedy permitted under Loan Documents, (where applicable) the Borrower's limited partners shall have an additional period of not less than thirty (30) days to cure such alleged default. Notwithstanding the foregoing, in the case of a default that cannot with reasonable diligence be remedied or cured within thirty (30) days, the Borrower's limited partners shall have such additional time as reasonably necessary to remedy or cure such default, but in no event more than ninety (90) days from the expiration of the initial thirty (30) day period above, and if the Borrower's limited partners reasonably believe that in order to cure such default, the Borrower's limited partners must remove one or both of the Borrower's general partners in order to cure such default, the Borrower's limited partners shall have an additional thirty (30) days following the effective date of such removal to cure such default. To the extent that there is a conflict between this section 22 and any remedy permitted by the PLHA Agreement, Loan Documents, or Loan, the terms of this section 22 shall control.

The following events are each an "Event of Default":

- (a) Default in the payment of any sum of principal or interest when due under the Note or any other sum due under the Loan Documents.
- (b) Failure to maintain insurance as provided in Section 2 hereof.

- (c) The failure (without cure during the applicable period, if any, for cure) of any the Borrower to observe, perform, or discharge any obligation, term, covenant, or condition of any of the Loan Documents, any agreement relating to the Property, or any agreement or instrument between Borrower and the Beneficiary.
- (d) The assignment by the Borrower, as lessor or sublessor, as the case may be, of the rents or the income of the Property or any part of it (other than to Beneficiary) without first obtaining the written consent of the Beneficiary.
- (e) Any of the following events:
 - (i) the filing of any claim or lien against the Property or any party of it, whether or not the lien is prior to this Deed of Trust, and the continued maintenance of the claim or lien for a period of thirty (30) days without discharge, satisfaction, or adequate bonding in accordance with the terms of this Deed of Trust;
 - (ii) the existence of any interest in the Property other than those of the Borrower, Beneficiary, any tenants of the Borrower, and any one listed in a title exception approved by the Beneficiary in writing; or
 - (iii) the sale, hypothecation, conveyance, or other disposition of the Property except with the express written approval of the Beneficiary, any of which will be an Event of Default because the Borrower's obligation to own and operate the Property is one of the inducements to the Beneficiary to make the Loan;
- (f) Default under any agreement to which the Borrower is a party, which agreement relates to the borrowing of money by the Borrower from Beneficiary.
- (g) Any presentation or warranty made by any Loan Party or any other Person under this Deed of Trust or in, under, or pursuant to the Loan Documents, is false or misleading in any material respect as of the date on which the representation or warranty was made.
- (h) Any of the Loan Documents, at any time after their respective execution and delivery and for any reason, cease to be in full force or are declared null and void, or the validity or enforceability is contested by the Borrower or any stockholder or partner of the Borrower, or the Borrower denies that it has any or further liability or obligation under any of the Loan Documents to which it is a party. If one or more Event of Default occurs and is continuing, then the Beneficiary may declare all the Indebtedness to be due and the Indebtedness will become due without any further presentment, demand, protest, or notice of any kind, and the Beneficiary may:
 - (i) in person, by agent, or by a receiver, and without regard to the adequacy of security, the solvency of the Borrower, or the existence of waste, enter on and take possession of the Property or any party

of it in its own name or in the name of Trustee, sue for or otherwise collect the rents, issues, and profits, and apply them, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon the Indebtedness, all in any order that the Beneficiary may determine. The entering on and taking possession of the Property, the collection of rents, issues, and profits, and the application of them will not cure or waive any default or notice of default or invalidate any act done pursuant to the notice;

- (ii) commence an action to foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages of real property;
- (iii) deliver to the Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause the Property to be sold, which notice the Trustee or the Beneficiary will cause to be filed for record;
- (iv) with respect to any personal property, proceed as to both the real and personal property in accordance with the Beneficiary's rights and remedies in respect of the Property, or proceed to sell the personal property separately and without regard to the Property in accordance with the Beneficiary's rights and remedies; or
- (v) exercise any of these remedies in combination or any other remedy at law or in equity.

24. Protection of Security. If an Event of Default occurs and is continuing, the Beneficiary or Trustee, without notice to or demand upon the Borrower, and without releasing the Borrower from any obligations or defaults may:

- (a) enter on the Property in any manner and to any extent that either deems necessary to protect the security of this Deed of Trust;
- (b) appear in and defend any action or proceeding purporting to affect, in any manner, the Obligations or the Indebtedness, the security of this Deed of Trust, or the rights or powers of Beneficiary or Trustee;
- (c) pay, purchase, or compromise any encumbrance, charge, or lien that in the judgment of Beneficiary or Trustee is prior or senior to this deed of Trust; and
- (d) pay expenses relating to the Property and its sale, employ counsel, and pay reasonable attorneys' fees.

The Borrower agrees to repay on demand all sums expended by the Trustee or the Beneficiary pursuant to this section with interest at the Note Rate of Interest, and those sums, with interest, will be secured by this Deed of Trust.

25. Effect of Assignment. The assignment of rents as provided herein will not impose on the Beneficiary any duty to produce rents, issues, or profits from the Property, or cause the Beneficiary to be:

- (a) a "mortgage-in-possession" for any purpose;

- (b) responsible for performing any of the obligations of the lessor under any of the Leases; or
- (c) responsible for any waste committed by lessees or any other parties, any dangerous or defective condition of the Property, or any negligence in the management, upkeep, repair, or control of the Property.

The Beneficiary shall not be liable to the Borrower as a consequence of the exercise of the rights granted to the Beneficiary under this assignment or the failure of the Beneficiary to perform any obligation of the Borrower arising under Leases.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust on the day and year set forth above. By signing below, Borrower agrees to the terms and conditions as set forth above.

BORROWER

Clovis 135 Osmun, LP
A California limited partnership

Managing General Partner
Central California Housing Corporation, a
California Corporation (dba Affordable
Housing Development Corporation)

By: _____
Austin Herzog, President

Administrative General Partner
Better Opportunities Building, Inc., a
California non-profit public benefit corporation

By: _____
Michael Duarte, Chief Executive Officer

(Attach notary certificate of acknowledgement for each signature)

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OSMUN AVE

BARON AVE

2nd STREET

Attachment 2





CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council
 FROM: Finance Department
 DATE: January 16, 2024
 SUBJECT: Finance – Receive and File – Investment Report for the Month of August 2023.

ATTACHMENTS: 1. Distribution of Investments
 2. Monthly Investment Transactions
 3. Certificates of Deposit
 4. Municipal Securities
 5. Graph of August 31, 2023 Treasury Rates

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) within the preceding 12 months (Government Code 84308).

EXECUTIVE SUMMARY

Attached is the Investment Report for the month of August 2023. Shown in Attachment 1 is the distribution of investments which lists all the individual securities owned by the City with the book and market values. Book value is the actual price paid for the investment. Market value is the amount that the investment is worth if sold in the open market. The market value (which fluctuates daily) that is used in the report is as of the last working day of the month. Attachment 2 reflects the monthly investment transactions for the month of August 2023. Attachment 3 lists the certificates of deposit. Attachment 4 lists the municipal securities. Attachment 5 is a graph of Treasury rates on August 31, 2023.

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

1. Assets are invested in adherence with the safeguards and diversity of a prudent investor.
2. The portfolio is invested in a manner consistent with the primary emphasis on preservation of the principal, while attaining a high rate of return consistent with this guideline. Trading of securities for the sole purpose of realizing trading profits is prohibited.

3. Sufficient liquidity is maintained to provide a source for anticipated financial obligations as they become due.

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

The Finance Department invests the City's assets with an expectation of achieving a total rate of return at a level that exceeds the annualized rate of return on short-term government guaranteed or insured obligations (90-day Treasury bills) and to assure that the principal is preserved with minimal risk of depreciation or loss. In periods of rising interest rates, the City of Clovis portfolio return may be less than that of the annualized 90-day Treasury bill. In periods of decreasing interest rates, the City of Clovis portfolio return may be greater than the annualized 90-day Treasury bill. The current 90-day Treasury bill rate (annualized) is 4.57%. The rate of return for the City of Clovis portfolio is 3.15%. The goal for the City of Clovis investment return is 120% of the 90-day Treasury bill rate. The current rate of return is 69% of the Treasury bill rate.

In accordance with the Investment Policy, the investment period on each investment does not exceed three years and can be extended to five years with the City Manager's approval. As of August 2023, the average investment life of the City's investment portfolio is 1.99 years.

Current Investment Environment and Philosophy

During the month of August 2023, the federal funds rate remained at 5.25%-5.50%. On August 31, 2023, the Treasury yield curve decreased from 3-month to 10-year notes.

Certificates of Deposit (CD's)

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

Purchases and Maturities

- 0 government securities were purchased.
- 0 government securities were called or matured.
- 0 certificates of deposit were purchased.
- 0 certificates of deposit were called or matured.
- 0 municipal securities were purchased.
- 5 municipal securities totaling \$3,840,000 matured.

Market Environment

- During August the federal funds rate remained at 5.25%-5.50%.
- On August 31, the yield curve decreased from 3-month to 10-year notes. See Attachment 5, Graph of Treasury Rates on August 31, 2023.

Prepared by: Jeffrey Blanks, Deputy Finance Director

Reviewed by: City Manager *AH*

**City of Clovis
Distribution of Investments
As of August 31, 2023**

AGENDA ITEM NO. 3.

	<u>COST</u>	<u>NET BOOK VALUE</u>	<u>MARKET VALUE *</u>	<u>YIELD TO MATURITY</u>	<u>STATED INTEREST RATE</u>	<u>INVEST DATE</u>	<u>MATURITY DATE</u>	<u>DAYS TO MATURITY FROM 8/31/2023</u>
<u>GOVT SECURITIES</u>								
FFCB	5,000,000	5,000,000	4,871,050	0.250%	0.250%	03/01/21	03/01/24	183
FHLB	4,998,000	4,999,114	4,941,250	3.276%	3.250%	08/17/22	03/08/24	190
FHLB	1,994,000	1,997,205	1,980,180	3.835%	3.625%	09/14/22	03/08/24	190
FFCB	1,999,000	1,999,760	1,946,320	0.317%	0.300%	03/24/21	03/18/24	200
FHLB	5,000,000	5,000,000	4,806,950	0.350%	0.350%	06/07/21	06/07/24	281
FHLB	941,770	964,166	961,900	4.500%	0.700%	11/17/22	06/24/24	298
FHLB	4,969,000	4,984,831	4,745,200	1.274%	1.050%	01/20/22	11/15/24	442
FHLB	1,595,506	1,636,184	1,627,309	4.515%	0.500%	11/16/22	12/30/24	487
FNMA	1,857,400	1,877,453	1,861,320	4.415%	0.500%	03/23/23	02/24/25	543
FNMA	930,300	940,088	930,830	4.338%	0.520%	03/23/23	02/25/25	544
FHLB	932,200	941,694	932,110	4.328%	0.625%	03/23/23	02/27/25	546
FHLB	3,980,000	3,988,886	3,791,560	1.922%	1.750%	02/28/22	02/28/25	547
FHLB	4,000,000	4,000,000	3,849,760	2.750%	2.750%	04/25/22	04/25/25	603
FAMCMTN	3,947,600	3,969,870	3,689,840	1.121%	0.750%	12/16/21	07/28/25	697
FHLB	5,000,000	5,000,000	4,871,250	3.600%	3.600%	08/30/22	08/28/25	728
FAMCMTN	4,948,500	4,971,051	4,586,900	0.869%	0.600%	10/14/21	09/08/25	739
FHLB	871,150	876,657	861,014	3.886%	0.500%	04/26/23	11/25/25	817
FHLB	4,963,000	4,978,102	4,499,050	0.750%	0.580%	09/08/21	02/11/26	895
FHLB	3,922,000	3,950,581	3,610,200	1.229%	0.750%	12/16/21	02/24/26	908
FHLB	2,751,000	2,761,826	2,705,850	3.916%	0.790%	05/17/23	03/16/26	928
FFCB	4,967,500	4,978,705	4,447,150	1.075%	0.940%	10/14/21	09/28/26	1,124
FHLB	3,649,200	3,730,358	3,577,560	3.342%	1.150%	06/29/22	10/28/26	1,154
FHLB	5,988,000	5,991,831	5,399,820	1.291%	1.250%	11/24/21	11/24/26	1,181
FHLB	5,127,757	5,090,131	4,635,900	1.580%	2.125%	01/20/22	12/11/26	1,198
FHLB	4,043,250	4,141,528	3,945,622	3.397%	1.020%	06/29/22	02/24/27	1,273
FHLB	4,550,000	4,636,350	4,417,038	3.173%	1.020%	08/17/22	02/24/27	1,273
FHLB	3,695,200	3,772,718	3,644,893	2.564%	0.900%	03/31/22	02/26/27	1,275
FHLB	6,072,400	6,151,034	5,942,629	3.737%	0.900%	01/19/23	02/26/27	1,275
FHLB	5,247,000	5,315,594	5,135,494	4.329%	0.900%	02/16/23	02/26/27	1,275
FHLB	5,050,770	5,134,515	5,013,264	3.971%	1.000%	12/14/22	02/26/27	1,275
FHLB	4,000,000	4,000,000	3,687,280	2.375%	2.375%	03/08/22	03/08/27	1,285
FFCB	5,160,000	5,206,277	5,086,800	3.996%	0.830%	03/23/23	02/22/28	1,636
FHLB	3,124,500	3,121,317	3,020,760	3.553%	4.500%	05/17/23	03/10/28	1,653
FFCB	6,102,000	6,098,369	5,888,460	3.501%	3.875%	04/26/23	04/25/28	1,699
FFCB	5,354,250	5,355,642	5,213,395	4.349%	3.740%	06/14/23	04/27/28	1,701
FFCB	2,955,000	2,955,000	2,902,950	4.814%	4.470%	07/12/23	06/22/28	1,757
SECURITIES TOTAL	<u>\$ 139,687,253</u>	<u>\$ 140,516,837</u>	<u>\$ 134,028,857</u>					
LAIF		<u>\$ 55,589,725</u>	<u>\$ 55,589,725</u>					
Municipal Issuance		<u>\$ 55,388,719</u>	<u>\$ 53,687,790</u>					
Sweep Account (Union Bank)		<u>\$ 19,571,681</u>	<u>\$ 19,571,681</u>					
TOTAL CD'S		<u>\$ 26,245,000</u>	<u>\$ 25,537,294</u>					
TOTAL INVESTMENTS		<u>\$ 297,311,961</u>	<u>\$ 288,415,346</u>					

* Market values for securities obtained from US Bank.

City of Clovis
Monthly Investment Transactions
As of August 31, 2023

AGENDA ITEM NO. 3.

Institution	Description	Activity	Amount	Market Value	Rate	Activity Date	Maturity Date
Fresno CUSD	Mun Iss.	Maturity	500,000	500,000	0.462%	08/01/23	08/01/23
Pomona CA USD	Mun Iss.	Maturity	815,000	815,000	0.534%	08/01/23	08/01/23
San Jose USD	Mun Iss.	Maturity	775,000	775,000	0.221%	08/01/23	08/01/23
Vista Calif Uni Sch	Mun Iss.	Maturity	750,000	750,000	0.417%	08/01/23	08/01/23
William S Hart Calif Un	Mun Iss.	Maturity	1,000,000	1,000,000	0.366%	08/01/23	08/01/23

PORTFOLIO DATA

Current Month (08/23)

	<u>Book</u>	<u>Market</u>
CD'S	\$ 26,245,000	\$ 25,537,294
Gov't Securities*	140,516,837	134,028,857
Municipal Securities	55,388,719	53,687,790
LAIF	55,589,725	55,589,725
Sweep Account (Union Bank)	19,571,681	19,571,681
TOTAL	\$ 297,311,962	\$ 288,415,347

Prior Month (07/23)

	<u>Book</u>	<u>Market</u>
CD'S	\$ 26,245,000	\$ 25,548,434
Gov't Securities*	140,516,837	133,631,352
Municipal Securities	59,228,719	57,461,565
LAIF	65,589,725	65,589,725
Sweep Account (Union Bank)	6,314,423	6,314,423
TOTAL	\$ 297,894,704	\$ 288,545,499

Three Months Previous (05/23)

	<u>Book</u>	<u>Market</u>
CD'S	\$ 24,245,000	\$ 23,567,537
Gov't Securities*	132,114,241	125,987,536
Municipal Securities	59,415,000	55,307,527
LAIF	75,000,000	75,000,000
Sweep Account (Union Bank)	34,817,378	34,817,378
TOTAL	\$ 325,591,619	\$ 314,679,978

Six Months Previous (02/23)

	<u>Book</u>	<u>Market</u>
CD'S	\$ 21,495,000	\$ 20,891,156
Gov't Securities*	128,172,290	121,101,534
Municipal Securities	55,435,000	50,692,253
LAIF	75,000,000	75,000,000
Sweep Account (Union Bank)	23,626,633	23,626,633
TOTAL	\$ 303,728,923	\$ 291,311,576

One Year Previous (08/22)

	<u>Book</u>	<u>Market</u>
CD'S	\$ 13,995,000	\$ 13,709,007
Gov't Securities*	142,778,996	137,433,765
Municipal Securities	35,755,000	33,346,444
LAIF	74,651,233	74,651,233
Sweep Account (Union Bank)	33,471,209	33,471,209
TOTAL	\$ 300,651,438	\$ 292,611,658

*Adjusted Quarterly for Premium/Discount Amortization

**City of Clovis
Certificates of Deposit
As of August 31, 2023**

AGENDA ITEM NO. 3.

Negotiable CDs	COST	MARKET PRICE	INTEREST RATE	INVEST DATE	MATURITY DATE	MATURITY FROM 08/31/23	INTEREST FREQUENCY
New York Cmnty Bank	250,000	246,510.00	0.350%	12/11/20	12/11/23	102	QUARTERLY
Transportation Alliance Bk Preferred Bank	250,000	243,177.50	0.250%	03/12/21	03/12/24	194	QUARTERLY
Bankunited Natl Assn	250,000	242,717.50	0.250%	03/25/21	03/25/24	207	QUARTERLY
Greenstate Credit Union	245,000	237,936.65	0.450%	03/31/21	04/01/24	214	QUARTERLY
Eaglemark Savings Bank	250,000	240,167.50	0.450%	06/16/21	06/17/24	291	QUARTERLY
Texas Exchange Bk	250,000	239,652.50	0.400%	06/30/21	06/28/24	302	QUARTERLY
BMW Bk North Amer	250,000	239,485.00	0.500%	07/09/21	07/09/24	313	QUARTERLY
Toyota Finl Svgs	250,000	238,902.50	0.550%	07/30/21	07/30/24	334	QUARTERLY
State Bk India	250,000	237,867.50	0.650%	09/09/21	09/09/24	375	QUARTERLY
Ubs Bank Usa	250,000	237,617.50	0.650%	09/17/21	09/17/24	383	QUARTERLY
Webbank Salt Lake City	250,000	235,872.50	0.750%	11/17/21	11/18/24	445	QUARTERLY
Medallion Bank Salt Lake City	250,000	235,665.00	0.750%	11/29/21	11/29/24	456	QUARTERLY
Beal Bank	250,000	235,382.50	0.900%	12/20/21	12/20/24	477	QUARTERLY
Mountian Amer Fed	250,000	234,812.50	0.950%	01/19/22	01/15/25	503	QUARTERLY
Barclays Bk	250,000	242,555.00	3.450%	08/31/22	02/28/25	547	QUARTERLY
Goldman Sachs Bk	250,000	236,162.50	1.700%	03/09/22	03/10/25	557	QUARTERLY
Safra National Bk	250,000	235,982.50	1.650%	03/09/22	03/10/25	557	QUARTERLY
Pentagon Federal Cr Un	250,000	236,955.00	2.000%	03/23/22	03/24/25	571	QUARTERLY
Beal Bank	250,000	236,727.50	2.000%	03/28/22	03/28/25	575	QUARTERLY
JP Morgan Chase	250,000	237,492.50	2.200%	04/06/22	04/02/25	580	QUARTERLY
First Natl Bank	250,000	238,557.50	2.500%	04/08/22	04/08/25	586	QUARTERLY
One Community Bank	250,000	241,602.50	2.200%	04/12/22	04/11/25	589	QUARTERLY
Americu Credit Union	250,000	238,852.50	2.700%	04/29/22	04/29/25	607	QUARTERLY
Synchrony Bank Retail	250,000	239,202.50	2.800%	05/02/22	05/02/25	610	QUARTERLY
Connexus Credit Union	250,000	240,225.00	3.100%	05/20/22	05/20/25	628	QUARTERLY
Bmo Harris Bank	250,000	239,635.00	3.000%	05/26/22	05/27/25	635	QUARTERLY
Saco Biddeford	250,000	239,992.50	3.150%	06/17/22	06/17/25	656	QUARTERLY
Baxter Credit Union	250,000	238,710.00	2.850%	06/17/22	06/17/25	656	QUARTERLY
Capital One Bank	250,000	250,000.00	3.400%	06/28/22	06/30/25	669	QUARTERLY
American First Cr Un	250,000	240,760.00	3.350%	06/29/22	06/30/25	669	QUARTERLY
Trustone Financial Cr Un	250,000	240,062.50	3.250%	07/15/22	07/15/25	684	QUARTERLY
American Natl Bank	250,000	240,002.50	3.250%	07/19/22	07/21/25	690	QUARTERLY
TCM Bank	250,000	239,222.50	3.100%	07/27/22	07/28/25	697	QUARTERLY
Generations Bank	250,000	240,362.50	3.350%	07/28/22	07/28/25	697	QUARTERLY
Direct Fed Credit	250,000	240,527.50	3.400%	08/03/22	08/04/25	704	QUARTERLY
Resource One Credit	250,000	240,120.00	3.500%	08/17/22	08/18/25	718	QUARTERLY
Connex Credit	250,000	239,887.50	3.300%	08/17/22	08/18/25	718	QUARTERLY
Skyone Fed Credit	250,000	240,700.00	3.500%	08/31/22	08/29/25	729	QUARTERLY
Credit Union of Texas	250,000	241,142.50	3.600%	08/30/22	09/02/25	733	QUARTERLY
Forbright Bank	250,000	241,105.00	3.600%	09/14/22	09/15/25	746	QUARTERLY
Ally Bank Sandy Utah	250,000	240,520.00	3.500%	09/16/22	09/16/25	747	QUARTERLY
Alabama Credit Union	250,000	243,160.00	4.050%	09/29/22	09/19/25	750	QUARTERLY
Kemba Finl Credit Union	250,000	240,945.00	3.600%	09/20/22	09/22/25	753	QUARTERLY
Farmers Merchants	250,000	242,890.00	4.000%	09/21/22	09/22/25	753	QUARTERLY
Jefferson Finl FCU	250,000	241,612.50	3.750%	09/28/22	09/29/25	760	QUARTERLY
Dort Finl Credit Union	250,000	243,577.50	4.150%	09/29/22	09/29/25	760	QUARTERLY
First National Bank	250,000	242,840.00	4.000%	09/30/22	09/30/25	761	QUARTERLY
Numerica Credit Union	250,000	237,210.00	3.625%	09/30/22	09/30/25	761	QUARTERLY
Vystar Credit Union	250,000	244,305.00	4.200%	09/30/22	09/30/25	761	QUARTERLY
Bell Bank Fargo	250,000	244,550.00	4.350%	09/30/22	09/30/25	761	QUARTERLY
Pacific Alliance	250,000	243,480.00	4.150%	10/13/22	10/14/25	775	QUARTERLY
z1st Financial Bank	250,000	243,730.00	4.200%	10/14/22	10/14/25	775	QUARTERLY
Great Southern Bank	250,000	243,480.00	4.150%	10/13/22	10/17/25	778	QUARTERLY
American Bank	250,000	245,225.00	4.500%	10/20/22	10/20/25	781	QUARTERLY
Queensborough Natl Bank	250,000	244,487.50	4.350%	10/21/22	10/21/25	782	QUARTERLY
Public Alliance Cr Un	250,000	243,940.00	4.100%	10/21/22	10/21/25	782	QUARTERLY
First Citizens Bank	250,000	245,175.00	4.500%	10/25/22	10/27/25	788	QUARTERLY
LCA Bank Corp	250,000	246,210.00	4.700%	10/28/22	10/28/25	789	QUARTERLY
Sharonview Fed Cr Un	250,000	244,702.50	4.400%	10/28/22	10/28/25	789	QUARTERLY
	250,000	247,722.50	4.850%	10/31/22	10/31/25	792	QUARTERLY

**City of Clovis
Certificates of Deposit
As of August 31, 2023**

AGENDA ITEM NO. 3.

<u>Negotiable CDs</u>	<u>COST</u>	<u>MARKET PRICE</u>	<u>INTEREST RATE</u>	<u>INVEST DATE</u>	<u>MATURITY DATE</u>	<u>MATURITY FROM 08/31/23</u>	<u>INTEREST FREQUENCY</u>
United Heritage Cr Un	250,000	246,430.00	4.700%	11/04/22	11/04/25	796	QUARTERLY
Capital One Natl Assn	250,000	247,185.00	4.900%	11/16/22	11/17/25	809	QUARTERLY
Morgan Stanley Bank	250,000	247,700.00	5.000%	11/18/22	11/18/25	810	QUARTERLY
Spokane Teachers Cr Un	250,000	247,692.50	5.000%	11/23/22	11/23/25	815	QUARTERLY
Morgan Stanley Private	250,000	246,380.00	4.750%	12/09/22	12/09/25	831	QUARTERLY
Community Bank Topeka	250,000	243,912.50	4.300%	12/14/22	12/15/25	837	QUARTERLY
Austin Telco Fed	250,000	247,407.50	4.950%	12/16/22	12/16/25	838	QUARTERLY
Rogue Credit Union	250,000	248,240.00	5.100%	12/23/22	12/23/25	845	QUARTERLY
Alliant Credit Union	250,000	248,212.50	5.100%	12/30/22	12/30/25	852	QUARTERLY
First Technology Fed Cr Un	250,000	248,485.00	5.150%	06/30/23	12/30/25	852	MONTHLY
Liberty First Cr Un	250,000	245,140.00	4.550%	01/17/23	01/19/26	872	QUARTERLY
Capital Educators Fed Cr	250,000	245,140.00	4.550%	01/19/23	01/20/26	873	QUARTERLY
Manufacturers Traders	250,000	243,440.00	4.250%	01/31/23	01/23/26	876	QUARTERLY
City Natl Bank	250,000	244,032.50	4.350%	01/25/23	01/26/26	879	QUARTERLY
Coastlife Cr Un	250,000	245,640.00	4.650%	02/13/23	02/13/26	897	QUARTERLY
Achieve Finl Cr Un	250,000	245,630.00	4.650%	02/17/23	02/17/26	901	QUARTERLY
California Cr Un Glendale	250,000	244,780.00	4.500%	02/23/23	02/23/26	907	QUARTERLY
Truiliant Fed Cr Un	250,000	245,307.50	4.600%	02/28/23	02/27/26	911	QUARTERLY
Pioneer Fed Cr Un Mtn Home	250,000	245,305.00	4.600%	02/28/23	03/02/26	914	QUARTERLY
Tradition Cap Bankk	250,000	245,000.00	4.600%	03/03/23	03/03/26	915	MONTHLY
Alaska Fed Cr	250,000	246,157.50	4.650%	03/05/23	03/09/26	921	MONTHLY
Mid Carolina Credit	250,000	247,565.00	4.600%	03/13/23	03/13/26	925	MONTHLY
Blue Ridge Bank	250,000	247,645.00	4.500%	03/16/23	03/16/26	928	MONTHLY
Northwest Bank	250,000	247,627.50	4.600%	03/17/23	03/17/26	929	MONTHLY
Valleystar Credit Union	250,000	247,627.50	4.600%	03/20/23	03/20/26	932	MONTHLY
First Community Bank	250,000	247,347.50	4.500%	03/22/23	03/23/26	935	MONTHLY
Technology Credit Union	250,000	247,627.50	4.650%	03/23/23	03/23/26	935	MONTHLY
Cibc Bank	250,000	247,345.00	4.650%	03/24/23	03/24/26	936	MONTHLY
Signature Bank	250,000	247,625.00	4.500%	03/24/23	03/24/26	936	MONTHLY
Point West Credit Union	250,000	247,632.50	5.000%	04/12/23	04/13/26	956	MONTHLY
Flagstar Bank	250,000	247,642.50	4.650%	03/30/23	04/24/26	967	MONTHLY
Utah Cmnty Credit Union	250,000	245,150.00	4.600%	04/26/23	04/27/26	970	MONTHLY
Cross River Bank	250,000	245,432.50	4.650%	05/19/23	05/19/26	992	MONTHLY
Raiz FCU	250,000	246,350.00	4.650%	05/24/23	05/26/26	999	MONTHLY
Usalliance FCU	250,000	245,712.50	4.700%	05/26/23	05/26/26	999	MONTHLY
Chartway Fed Cr Un	250,000	246,980.00	4.900%	06/09/23	06/09/26	1,013	MONTHLY
Customers Bank	250,000	245,702.50	4.700%	06/14/23	06/15/26	1,019	MONTHLY
Latino Cmnty Cr Un	250,000	246,970.00	4.900%	06/27/23	06/29/26	1,033	MONTHLY
Leaders Cr Un	250,000	247,625.00	5.000%	06/30/23	06/30/26	1,034	MONTHLY
Farmers Insurance	250,000	247,630.00	5.000%	07/21/23	07/21/26	1,055	MONTHLY
Maine Svgs FCU	250,000	247,630.00	5.000%	07/21/23	07/21/26	1,055	MONTHLY
People Bank Co	250,000	246,400.00	4.650%	03/30/23	03/30/27	1,307	MONTHLY
Carroll County	250,000	242,597.50	4.650%	03/30/23	03/30/28	1,673	MONTHLY
Discover Bank	250,000	240,945.00	4.350%	04/26/23	04/24/28	1,698	MONTHLY
TTCU Fed Cr Un	250,000	247,192.50	5.000%	07/26/23	07/26/28	1,791	MONTHLY
Negotiable CD TOTAL	<u>\$ 26,245,000</u>	<u>\$ 25,537,294</u>					
CD TOTAL	<u>\$ 26,245,000</u>	<u>\$ 25,537,294</u>					

**City of Clovis
Municipal Securities
As of August 31, 2023**

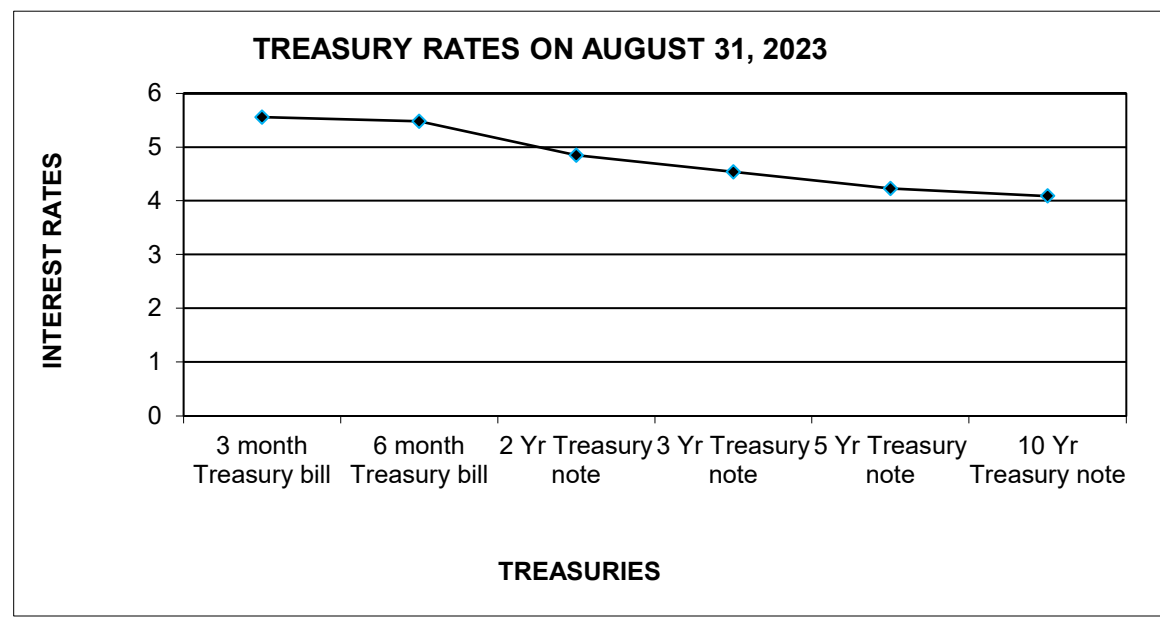
AGENDA ITEM NO. 3.

Municipal Securities	COST	MARKET PRICE	INTEREST RATE	INVEST DATE	MATURITY DATE	MATURITY FROM 08/31/23	INTEREST FREQUENCY
Jefferson Cali Elem Sch Dist Go Bond	710,000	710,000	0.399%	10/27/20	09/01/23	1	QUARTERLY
Santa Rosa Calif Watr Ref Bond	350,000	350,000	0.578%	12/01/20	09/01/23	1	QUARTERLY
California St Univ Ref Bond	3,435,910	3,427,775	0.475%	04/01/22	11/01/23	62	QUARTERLY
San Diego CA Convention Ref Bond	1,429,391	1,414,243	1.527%	08/18/22	04/15/24	228	QUARTERLY
Santa Ana College Ref Bond	438,355	421,274	0.644%	12/17/21	08/01/24	336	QUARTERLY
University CA Rev Bond	983,808	963,340	4.350%	09/15/22	05/15/25	623	QUARTERLY
Antelope Valley CA Ref Bond	729,129	702,960	1.767%	05/12/22	08/01/25	701	QUARTERLY
Chabot Las Positas Cmnty Clg Bond	1,429,622	1,369,101	0.880%	04/29/22	08/01/25	701	QUARTERLY
Foothill De Anza Bond	780,170	771,181	0.906%	03/24/23	08/01/25	701	QUARTERLY
San Dieguito High School Ref Bond	945,852	936,240	1.661%	10/13/22	08/01/25	701	QUARTERLY
Santa Ana CCD Ref Bond	237,996	1,275,855	0.744%	05/12/22	08/01/25	701	QUARTERLY
Orange County Water Dist Ref Bond	858,123	849,645	2.095%	10/13/22	08/15/25	715	QUARTERLY
San Jose CA Txble Ser B	2,260,088	2,234,495	2.450%	10/13/22	09/01/25	732	QUARTERLY
Los Angeles CA USD Ref Bond	1,006,495	899,430	1.455%	11/15/21	07/01/26	1,035	QUARTERLY
Chabot Las Positas Cmnty Clg CA	3,297,340	3,122,780	1.080%	07/27/22	08/01/26	1,066	QUARTERLY
Chaffey CA High School Ref Bond	1,517,114	1,460,521	2.475%	06/30/22	08/01/26	1,066	QUARTERLY
Huntington Beach HS Dist Ref Bond	3,138,617	2,964,122	1.208%	04/29/22	08/01/26	1,066	QUARTERLY
Placentia Yorba USD Ref Bond	1,049,328	994,205	1.070%	05/31/22	08/01/26	1,066	QUARTERLY
San Diego CA Cmnty Ref Bond	458,920	437,617	2.299%	04/29/22	08/01/26	1,066	QUARTERLY
San Ramon Valley CA USD Ref Bond	2,125,000	1,266,459	1.147%	11/03/21	08/01/26	1,066	QUARTERLY
Sonoma Cnty Jr College Ref Bond	1,937,140	1,862,420	2.447%	06/30/22	08/01/26	1,066	QUARTERLY
San Diego CA Pub Facs Ref Bond	1,545,466	1,475,971	1.812%	08/18/22	10/15/26	1,141	QUARTERLY
CA ST Univ Rev Ref Bond	2,246,397	2,221,150	1.142%	02/17/23	11/01/26	1,158	QUARTERLY
El Dorado CA Irr Dist Ref Bond	1,106,163	1,048,993	1.687%	08/18/22	03/01/27	1,278	QUARTERLY
University Gen Rev Bond	2,118,041	2,114,088	1.316%	10/13/22	05/15/27	1,353	QUARTERLY
El Monte Ca Ref Bond	534,465	526,692	1.326%	03/24/23	06/01/27	1,370	QUARTERLY
Los Angeles CA Dept Wtr Ref Bond	2,110,105	2,046,300	5.516%	04/27/23	07/01/27	1,400	QUARTERLY
Colton CA Jt Uni Sch	946,880	939,849	1.603%	11/17/22	08/01/27	1,431	QUARTERLY
Contra Costa Ref Bond	823,935	800,536	2.163%	09/15/22	08/01/27	1,431	QUARTERLY
Foothill De Anza CCD	483,264	477,209	1.473%	12/15/22	08/01/27	1,431	QUARTERLY
Fremont CA Uni Sch Dist	961,963	954,558	1.113%	11/17/22	08/01/27	1,431	QUARTERLY
Fremont CA USD Ref Bond	1,095,556	1,024,826	2.000%	05/31/22	08/01/27	1,431	QUARTERLY
Marin CA Cmnty Clg Dist	319,477	317,969	3.330%	11/17/22	08/01/27	1,431	QUARTERLY
Mount San Antonio Cmnty Clg	248,295	248,506	1.139%	11/17/22	08/01/27	1,431	QUARTERLY
Mount San Antonio Ref Bond	371,663	370,121	2.329%	10/13/22	08/01/27	1,431	QUARTERLY
Saddleback VY Uni Ref Bond	2,896,788	2,744,130	2.400%	08/10/22	08/01/27	1,431	QUARTERLY
San Diego CA Com CD	549,368	541,803	2.407%	12/15/22	08/01/27	1,431	QUARTERLY
San Ramon Valley Ref Bond	1,305,803	1,579,250	3.415%	09/15/22	08/01/27	1,431	QUARTERLY
Santa Monica Cmnty Clg Ref Bond	982,983	954,210	3.050%	09/15/22	08/01/27	1,431	QUARTERLY
Sierra CA Cmnty Clg Dist	407,254	405,289	1.129%	11/17/22	08/01/27	1,431	QUARTERLY
William Hart CA Un High	174,798	173,986	1.174%	11/17/22	08/01/27	1,431	QUARTERLY
Rancho Santiago Cmnty Clg	292,354	292,673	1.106%	11/17/22	09/01/27	1,462	QUARTERLY
San Jose CA Txble Ser B	844,312	837,792	2.600%	10/13/22	09/01/27	1,462	QUARTERLY
Soquel Creek Cnty Ref Bond	482,077	471,153	1.445%	05/18/23	03/01/28	1,644	QUARTERLY
Beverly Hills Ref Bond	555,425	546,767	1.514%	06/15/23	06/01/28	1,736	QUARTERLY
San Ramon Valley CA Uni	1,586,494	1,910,354	1.670%	07/13/23	08/01/28	1,797	QUARTERLY
Santa Ana College Impt	1,281,000	229,955	1.320%	07/13/23	08/01/28	1,797	QUARTERLY
Mun. Securities TOTAL	\$ 55,388,719	\$ 53,687,790					
Municipal Securities TOTAL	\$ 55,388,719	\$ 53,687,790					

**CITY OF CLOVIS
FINANCE DEPARTMENT
AUGUST 31, 2023 TREASURY RATES**

Treasury Rates as of August 31, 2023

3 month Treasury bill	5.56
6 month Treasury bill	5.48
2 Yr Treasury note	4.85
3 Yr Treasury note	4.54
5 Yr Treasury note	4.23
10 Yr Treasury note	4.09



As indicated in the above graph, treasuries decrease from 3-month to 10-year notes.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department

DATE: January 16, 2024

SUBJECT: Finance – Receive and File – Treasurer’s Report for the Month of August 2023.

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

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) within the preceding 12 months (Government Code 84308).

EXECUTIVE SUMMARY

Attached for the Council’s information is the Treasurer’s Report for the month ended August 31, 2023.

Pursuant to Section 41004 of the Government Code of the State of California, the City Treasurer is required to submit a monthly report of all receipts, disbursements, and fund balances. Attachment 1 provides a summary of the beginning balance, total receipts, total disbursements, ending balance for all funds, and a listing, by fund, of all month end fund balances. Attachment 2 summarizes the investment activity for the month and distribution, by type of investment, held by the City. Attachment 3 lists all investments with original maturities exceeding one year as of the month ended August 31, 2023.

Prepared by: Jeffrey Blanks, Deputy Finance Director

Reviewed by: City Manager *AK*

City of Clovis
Statement of Cash Balances
As of August 31, 2023

Previous Balance	\$	5,142,072.66
Deposits		42,522,961.27
Disbursements		(41,821,961.20)
Current Balance	\$	5,843,072.73

FUNDS	BALANCE
100 General Fund	\$ 15,893,290.38
201 Local Transportation	11,854,353.95
202 Parking and Business Improvements	177,585.57
203 Off Highway Use	72,732.04
204 Community Facilities District 2020-1	188,662.37
205 Senior Citizen Memorial Trust	55,976.11
207 Landscape Assessment District	7,163,593.42
208 Blackhorse III (95-1) Assessment District	12,681.15
209 Blackhorse III (95-1) Assessment District 2	77,860.01
275 HCD Block Grant Fund	601,455.41
301 Park & Recreation Acquisition	10,259,699.78
305 Refuse Equipment Reserve	2,439,725.91
310 Special Street Deposit Fund	48,962,830.60
313 Successor Agency	(3,332.00)
314 Housing Successor Agency	394,873.19
402 1976 Fire Bond Redemption	25,475.23
404 1976 Sewer Bond Redemption Fund	419,996.20
501 Community Sanitation Fund	16,757,189.66
502 Sewer Service Fund	36,405,716.41
504 Sewer Capital Projects-Users	485,439.78
506 Sewer Capital Projects-Developer	6,480,145.98
507 Water Service Fund	43,454,349.89
508 Water Capital Projects-Users	6,224,902.62
509 Water Capital Projects-Developer	12,979,163.89
515 Transit Fund	6,930,728.99
540 Planning & Development Services	16,057,673.44
601 Property & Liability Insurance	(269,828.56)
602 Fleet Maintenance	22,750,260.53
603 Employee Benefit Fund	5,033,318.57
604 General Government Services	21,464,919.53
605 Facilities Maintenance	2,384,522.21
606 Information Technology	5,515,521.09
701 Curb & Gutter Fund	165,971.75
703 Payroll Tax & Withholding Fund	1,504,438.26
712 Temperance/Barstow Assmt Dist (98-1)	78,307.20
713 Shepherd/Temperance Assmt Dist (2000-1)	5,855.87
715 Supp Law Enforcement Serv	8,247.86
716 Asset Forfeiture	312,236.23
720 Measure A-Public Safety Facility Tax	1,849.27
736 SA Admin Trust Fund	1,421.40
741 SA Debt Service Trust Fund	(175,916.25)
747 Housing Successor Trust Fund	1,137.98
SUBTOTALS	\$ 303,155,032.92
999 Invested Funds	(297,311,960.19)
TOTAL	\$ 5,843,072.73

**City of Clovis
Summary of Investment Activity
For the month of August 31, 2023**

<hr/> <hr/>	
<u>Balance of Investments Previous Month End</u>	<u>\$ 297,894,702.15</u>
 <u>Time Certificates of Deposit Transactions</u>	
Investments	0.00
Withdrawals	<u>0.00</u>
Total CD Changes	0.00
 <u>Other Changes</u>	
Government Securities	0.00
Local Agency Investment Fund	(10,000,000.00)
Municipal Securities	(3,840,000.00)
Sweep Account	<u>13,257,258.04</u>
Total Other Changes	<u>(582,741.96)</u>
Balance of Investments Current Month End	<u>\$ 297,311,960.19</u>

**City of Clovis
Distribution of Investments
As of August 31, 2023**

<hr/> <hr/>	
Insured CD's	26,245,000.00
Government Securities	140,516,835.85
US Treasury Notes	0.00
Local Agency Investment Fund	55,589,724.64
Municipal Securities	55,388,718.55
Sweep Account	<u>19,571,681.15</u>
Investment Total	<u>\$ 297,311,960.19</u>

City of Clovis
Government Maturities Exceeding One Year
As of August 31, 2023

<u>Institution</u>	<u>Face Value</u>	<u>Investment Balance At Amortized Cost</u>	<u>Maturity</u>	<u>Stated Rate</u>
FFCB	5,000,000.00	5,000,000	3/1/2024	0.250%
FHLB	5,000,000.00	4,999,114	3/8/2024	3.250%
FFCB	2,000,000.00	1,997,205	3/8/2024	3.625%
FHLB	2,000,000.00	1,999,760	3/18/2024	0.300%
FHLB	5,000,000.00	5,000,000	6/7/2024	0.350%
FHLB	1,000,000.00	964,166	6/24/2024	0.700%
FHLB	5,000,000.00	4,984,831	11/15/2024	1.050%
FHLB	1,735,000.00	1,636,184	12/30/2024	0.500%
FNMA	2,000,000.00	1,877,453	2/24/2025	0.500%
FNMA	1,000,000.00	940,088	2/25/2025	0.520%
FHLB	1,000,000.00	941,694	2/27/2025	0.625%
FHLB	4,000,000.00	3,988,886	2/28/2025	1.750%
FAMCMTN	4,000,000.00	4,000,000	4/25/2025	2.750%
FAMCMTN	4,000,000.00	3,969,870	7/28/2025	0.750%
FHLB	5,000,000.00	5,000,000	8/28/2025	3.600%
FHLB	5,000,000.00	4,971,051	9/8/2025	0.600%
FHLB	980,000.00	876,657	11/25/2025	0.500%
FFCB	5,000,000.00	4,978,102	2/11/2026	0.580%
FHLB	4,000,000.00	3,950,581	2/24/2026	0.750%
FHLB	3,000,000.00	2,761,826	3/16/2026	0.790%
FHLB	5,000,000.00	4,978,705	9/28/2026	0.940%
FHLB	4,000,000.00	3,730,358	10/28/2026	1.150%
FHLB	6,000,000.00	5,991,831	11/24/2026	1.250%
FHLB	5,000,000.00	5,090,131	12/11/2026	2.125%
FHLB	4,500,000.00	4,141,528	2/24/2027	1.020%
FHLB	5,000,000.00	4,636,350	2/24/2027	1.020%
FHLB	4,000,000.00	3,772,718	2/26/2027	0.900%
FHLB	6,800,000.00	6,151,034	2/26/2027	0.900%
FHLB	5,700,000.00	5,315,594	2/26/2027	0.900%
FHLB	6,000,000.00	5,134,515	2/26/2027	1.000%
FHLB	4,000,000.00	4,000,000	3/8/2027	2.375%
FHLB	6,000,000.00	5,206,277	2/22/2028	0.830%
FHLB	3,000,000.00	3,121,317	3/10/2028	4.500%
FFCB	6,000,000.00	6,098,369	4/25/2028	3.875%
FFCB	5,500,000.00	5,355,642	4/27/2028	3.740%
FFCB	3,000,000.00	2,955,000	6/22/2028	4.470%

**City of Clovis
Municipal Maturities Exceeding One Year
As of August 31, 2023**

Institution	Face Value	Investment Balance At Amortized Cost	Maturity	Stated Rate
Jefferson CA Sch Dist	710,000.00	710,000	9/1/2023	0.399%
Santa Rosa Water Rev Bonds	350,000.00	350,000	9/1/2023	0.578%
CSU Rev Bonds	3,455,000.00	3,435,910	11/1/2023	0.475%
San Diego Conv Ctr Expansion	1,450,000.00	1,429,391	4/15/2024	1.527%
Sana Ana College Improv Dist	440,000.00	438,355	8/1/2024	0.644%
UC General Revenue Bonds	1,000,000.00	983,808	5/15/2025	4.350%
Antelope Valley Comm Coll	750,000.00	729,129	8/1/2025	1.767%
Chabot Las Positas Comm Coll	1,490,000.00	1,429,622	8/1/2025	0.880%
Foothill De Anza Ref Bds 2021B	835,000.00	780,170	8/1/2025	0.906%
San Dieguito USD GO Bonds	1,000,000.00	945,852	8/1/2025	1.661%
Santa Ana Coll Improv Dist	250,000.00	237,996	8/1/2025	0.744%
Orange County Water Dist	900,000.00	858,123	8/15/2025	2.095%
San Jose Ca Taxable Series B	2,355,000.00	2,260,088	9/1/2025	2.450%
LA CUSD GO Bonds	1,000,000.00	1,006,495	7/1/2026	1.455%
Chabot Las Positas Comm Coll	3,505,000.00	3,297,340	8/1/2026	1.080%
Chaffey Joint Union HS	1,565,000.00	1,517,114	8/1/2026	2.475%
Huntington Beach Union HS	3,305,000.00	3,138,617	8/1/2026	1.208%
Placentia Yorba Linda USD	1,110,000.00	1,049,328	8/1/2026	1.070%
San Diego Comm Coll Dist	470,000.00	458,920	8/1/2026	2.299%
San Ramon Valley CUSD	2,125,000.00	2,125,000	8/1/2026	1.147%
Sonoma County Jr Coll Dist	2,000,000.00	1,937,140	8/1/2026	2.447%
San Diego Pub Facilities Dist	1,625,000.00	1,545,466	10/15/2026	1.812%
California St Univ Taxable 2021B	2,500,000.00	2,246,397	11/1/2026	1.142%
El Dorado Irrigation Dist	1,175,000.00	1,106,163	3/1/2027	1.687%
UC Taxable Gen Bds 2020 B	2,385,000.00	2,118,041	5/15/2027	1.316%
El Monte HSD Taxable Ref 2021	600,000.00	534,465	6/1/2027	1.326%
LA Dept Wtr Pwr Rev Bonds 2010C	2,000,000.00	2,110,105	7/1/2027	5.516%
Colton CA USD Ref Bonds 2020	1,060,000.00	946,880	8/1/2027	1.603%
Contra Costa Comm College Dist	880,000.00	823,935	8/1/2027	2.163%
Foothill De Anza CC Taxable 2021	540,000.00	483,264	8/1/2027	1.473%
Fremont USD Taxable Ref 2021	1,100,000.00	961,963	8/1/2027	1.113%
Fremont USD Alameda County	1,140,000.00	1,095,556	8/1/2027	2.000%
Marin County Comm Coll 2016	335,000.00	319,477	8/1/2027	3.330%
Mount San Antonio CC 2021	285,000.00	248,295	8/1/2027	1.139%
Mount San Antonio Comm Coll	405,000.00	371,663	8/1/2027	2.329%
Saddleback Valley USD	3,000,000.00	2,896,788	8/1/2027	2.400%
San Diego CCD Taxable 2019	590,000.00	549,368	8/1/2027	2.407%
San Ramon Valley CUSD	1,435,000.00	1,305,803	8/1/2027	3.415%
Santa Monica Comm College Dist	1,000,000.00	982,983	8/1/2027	3.050%
Sierra CA CCD 2021A Ref	465,000.00	407,254	8/1/2027	1.129%
William Hart USD 2020 Ref	200,000.00	174,798	8/1/2027	1.174%
Rancho Santiago CC Ref 2020	335,000.00	292,354	9/1/2027	1.106%
San Jose Ca Taxable Series B	910,000.00	844,312	9/1/2027	2.600%
Soquel Creek Wtr Ref 2020	545,000.00	482,077	3/1/2028	1.445%
Beverly Hills Taxable Ref 2020B	635,000.00	555,425	6/1/2028	1.514%
San Ramon Valley CA USD	1,820,000.00	1,586,494	8/1/2028	1.670%
Santa Ana College Impt	1,500,000.00	1,281,000	8/1/2028	1.320%



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department

DATE: January 16, 2024

SUBJECT: Finance – Receive and File – Status Report of Development Fee Funds for the fiscal year ended June 30, 2023.

ATTACHMENTS: None.

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) within the preceding 12 months (Government Code 84308).

RECOMMENDATION

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

EXECUTIVE SUMMARY

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

BACKGROUND

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

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

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

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

The following is the required information provided for each of the above fees for fiscal year 2022-23:

1. **Sewer Major Facilities Fee:** The Sewer Major Facilities Fee is for the construction of the Clovis Sewage Treatment Water Reuse Facility (STWRF) and the capital improvement costs required for upgrading of the Regional Sewer Treatment Plant, as well as debt service payments related to the bond issues to construct the improvements. The fee for 2022-23 was \$9,325 per equivalent dwelling unit (EDU). Most of these funds are committed to repayment of Sewer Bonds.

Beginning Balance 2022-23	\$3,553,929
Plus: Fee Revenue	10,439,482
Interest	225,432
Less: Expenditures	7,324,982
Transfers out: Debt Service	430,000
Transfers out: Projects	<u>270,000</u>
Ending Balance 2022-23	\$6,193,861

2. **Sewer Oversize Fee:** The Sewer Oversize Fee is for sewer mains greater than 8" in diameter, and/or mains 8" in diameter or greater that are installed deeper than 8', to provide adequate capacity for future development. The fee for 2022-23 was \$1,190 per gross acre. The fee is used to reimburse developers who have installed the lines. Disbursement is made based on the developer's claim.

Beginning Balance 2022-23	\$163,533
Plus: Fee Revenue	107,563
Less: Expenditures	<u>0</u>
Ending Balance 2022-23	\$271,096

3. **Sewer Front Footage Fee:** The Sewer Front Footage Fee is for the reimbursement of sewer mains previously installed. The fee for 2022-23 was \$22.64 per linear foot. The fee is used to reimburse developers who have installed the lines. Disbursement is made based on the developer's claim.

Beginning Balance 2022-23	\$1,833,957
Plus: Fee Revenue	130,162
Less: Expenditures	<u>5,749</u>
Ending Balance 2022-23	\$1,958,370

4. **Water Major Facilities Fee:** The Water Major Facilities Fee is for the construction of water wells, well site acquisitions, well head treatment, auxiliary power systems, reservoirs, surface-water treatment facilities, and debt service payments related to bond issues to construct the improvements. The fee for 2022-23 was \$5,987 per unit. The transfer in from the Water Enterprise represents the Enterprise customers' share of debt service on the surface water treatment plant.

Beginning Balance 2022-23	\$9,566,159
Plus: Fee Revenue	6,847,223
Interest	554,446
Transfers In: Debt Service	750,000
Less: Expenditures	<u>6,037,599</u>
Ending Balance 2022-23	\$11,680,229

5. **Water Oversize Fee:** The Water Oversize Fee is to provide reimbursement for the oversize cost increment of water mains 12" in diameter or greater than must be installed to insure adequate pressure and volume throughout the system. The fee for 2022-23 was \$1,682 per gross acre. The fee is used to reimburse developers who have installed the lines. Disbursement is made based on the developer's claim.

Beginning Balance 2022-23	\$836,068
Plus: Revenue	223,624
Less: Expenditures	<u>0</u>
Ending Balance 2022-23	\$1,059,692

6. **Water Front Footage Fee:** The Water Front Footage Fee is for reimbursement of water mains previously installed. The fee for 2022-23 was \$27.40 per linear foot. The fee is used to reimburse developers who have installed the lines. Disbursement is made based on the developer's claim.

Beginning Balance 2022-23	\$2,732,847
Plus: Revenue	142,576
Less: Expenditures	<u>6,982</u>
Ending Balance 2022-23	\$2,868,441

7. **Water Supply Fee:** The Water Supply Fee pays for the cost to acquire additional water supply for properties with development intensities that will exceed the current water entitlement. For properties within the Fresno Irrigation District (FID), the entitlement is 2.1 acre-feet/year. The current cost to acquire annual water supply is \$5,500 per acre-foot.

Beginning Balance 2022-23	\$1,072,785
Plus: Revenue	399,503
Less: Expenditures	<u>1,472,288</u>
Ending Balance 2022-23	\$0

8. **Community Sanitation Fee:** The Community Sanitation Fee is for the purchase of toters, commercial bins, disposal trucks, and street sweeping equipment. The fee for 2022-23 was \$481 per EDU for single family and \$396 per EDU for multi-family, commercial, and churches. The fee is transferred to the Refuse Enterprise as purchases are made.

Beginning Balance 2022-23	\$1,948,706
Plus: Revenue	522,904
Interest	88,916
Less: Expenditures	893
Transfers Out: Operating	<u>150,000</u>
Ending Balance 2022-23	\$2,409,633

9. **Park Acquisition and Development Fee:** The Park Acquisition and Development Fee is for the purchase of parkland and the construction of improvements for regional and community parks. The fee for 2022-23 was \$5,354 per EDU.

Beginning Balance 2022-23	\$10,002,363
Plus: Revenue - Fees	3,879,294
Interest	505,055
Other-Grants	691,882
Transfers In: Projects	24,000

Less: Expenditures	<u>4,128,649</u>
Ending Balance 2022-23	\$10,973,945

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

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

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

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

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

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

Beginning Balance 2022-23	\$16,704,350
Plus: Revenue	8,310,318
Less: Expenditures	<u>1,800,995</u>
Ending Balance 2022-23	\$23,213,673

- 11. Street Fee Administration Charge:** Administrative charges for the administrative work performed by the City staff to collect, track, and reimburse the street fees program and has come from interest earnings. Interest earnings has also covered applicable interest charges on developer’s reimbursement requests. The fee for 2022-23 is 1.5% of all street fees collected.

Beginning Balance 2022-23	\$146,270
Plus: Revenue – Fees	199,249
Interest	1,264,801

Less: Expenditures	<u>1,102,752</u>
Ending Balance 2022-23	\$507,568

- 12. Fire Department Fee:** The Fire Department Fee was established in June 1997 to construct, equip and furnish fire stations. The fee for 2022-23 was \$2,347 per EDU.

Beginning Balance 2022-23	\$2,088,848
Plus: Revenue	2,574,772

Less: Expenditures	<u>958,755</u>
Ending Balance 2022-23	\$3,704,865

- 13. Police Department Fee:** The Police Department Fee was established in May 2000 for development to contribute to providing police equipment and facilities as community growth requires. The fee for 2022-23 was \$1,134 per EDU.

Beginning Balance 2022-23	\$1,859,879
Plus: Revenue	1,147,387

Less: Expenditures	<u>0</u>
Ending Balance 2022-23	\$3,007,266

- 14. Library Facilities Fee:** The Library Facilities Fee was established in April 2008 to provide a portion of the funding needed to provide library facilities within the City of Clovis. The fee for 2022-23 was \$760 per unit for single-family and \$621 per unit for multi-family and assisted living/group homes.

Beginning Balance 2022-23	\$337,200
Plus: Revenue	744,455

Less: Expenditures	<u>0</u>
Ending Balance 2022-23	\$1,081,655

FISCAL IMPACT

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

REASON FOR RECOMMENDATION

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

ACTIONS FOLLOWING APPROVAL

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

Prepared by: Jeffrey Blanks, Deputy Finance Director

Reviewed by: City Manager *AK*



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: January 16, 2024

SUBJECT: General Services – Approval - Res. 24-____, Adopting Amendments to the Deputy Police Chief Salary Schedule.

ATTACHMENTS: 1. Resolution 24-____, Salary Schedule

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) within the preceding 12 months (Government Code 84308).

RECOMMENDATION

For the City Council to approve a resolution authorizing an amendment to the Deputy Police Chief position salary schedule.

EXECUTIVE SUMMARY

The police department requests a pay scale amendment for the Deputy Police Chief position in order to reduce compaction between ranks. This position is classified as the second in command below the Chief of Police, and the position's increased responsibility should be reflected in the pay scale above that of Police Captain.

BACKGROUND

The Deputy Police Chief position was recently filled for the first time since 2008, and a Police Captain was promoted. Due to the job being vacant for a number of years, the current pay scale is outdated, and the Deputy Police Chief pay is only 2.2% more than the subordinate Police Captain position. It is requested that the pay scale be adjusted to account for the increased job duties and responsibilities for this position as well as provide reasonable separation between the Captain, Deputy Police Chief, and Chief of Police Ranks. The current and proposed salary differences between positions is as follows:

Positions	Current Salary Difference	Proposed Salary Difference
Police Captain & Deputy Police Chief	2.2%	7.2%
Deputy Police Chief & Police Chief	15.3%	9.9%

The proposed change would increase all five salary steps of the Deputy Police Chief position by 5%. Current Deputy Police Chief monthly salary range is \$14,123 to \$17,166. The proposed Deputy Police Chief monthly salary range is \$14,829 to \$18,024.

FISCAL IMPACT

There is sufficient funding for this adjustment within the existing Police Department budget.

REASON FOR RECOMMENDATION

The Deputy Police Chief’s pay scale will be amended to reflect the increase in job responsibilities as well as solve compaction issues between the ranks.

ACTIONS FOLLOWING APPROVAL

The management salary schedule for the Deputy Police Chief will be amended as proposed.

Prepared by: Shonna Halterman, General Services Director

Reviewed by: City Manager *SH*

RESOLUTION 24-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AMENDMENTS TO THE CITY’S MANAGEMENT SALARY SCHEDULE FOR THE DEPUTY POLICE CHIEF CLASSIFICATION IN THE POLICE DEPARTMENT

WHEREAS, it has been determined that amendments to the management salary schedule related to the Deputy Police Chief classification are necessary to solve compaction issues and provide reasonable separation between positions; and

WHEREAS, the amendments are also necessary due to the additional responsibilities of the second in command Deputy Police Chief position; and

WHEREAS, modification of the City’s Management Salary Scheule requires authorization by the City Council.

NOW THEREFORE, BE IT RESOLVED, that the City of Clovis will modify the City’s Management Salary Schedule to include the Deputy Police Chief Salary change noted in Attachment A.

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on January 16, 2024, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dated: January 16, 2024

Mayor

City Clerk

Management Salary Schedule Amendment

Deputy Police Chief	Step 1	Step 2	Step 3	Step 4	Step 5
Current Salary Range	\$14,123	\$14,829	\$15,570	\$16,349	\$17,166
Proposed Salary Range	\$14,829	\$15,570	\$16,349	\$17,166	\$18,024

ATTACHMENT A



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: January 16, 2024

SUBJECT: General Services – Approval – Res. 24-____, Authorizing Amendments to the City’s Classification Plan by Revising the Police Officer Recruit/Lateral Classification in the Police Department.

ATTACHMENTS: 1. Res. 24-____ Classification Plan

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) within the preceding 12 months (Government Code 84308).

RECOMMENDATION

For City Council to approve a resolution authorizing amendments to the City’s Classification Plan by revising the Police Officer Recruit/Lateral classification in the Police Department.

EXECUTIVE SUMMARY

It is necessary to revise the Police Officer Recruit/Lateral classification in order to update the qualification section of the classification in compliance with California Senate Bill 960. Modification of the City’s Classification Plan requires the City Council’s approval.

BACKGROUND

An analysis was conducted on the Police Officer Recruit/Lateral classification to ensure compliance with the updated standards of the California Commission on Peace Officer Standards and Training (POST) and the revisions introduced by California Senate Bill 960. The analysis highlighted the necessity of updating the qualification section to accurately reflect the current and future requirements for a peace officer.

The California Commission on Peace Officer Standards and Training (POST) has revised its selection standards for peace officer candidates in alignment with the changes to California Senate Bill 960. Notably, the Government code no longer mandates that a peace officer must be a citizen of the United States or a permanent resident eligible for and having applied for citizenship. The revised Senate Bill now only requires peace officers to be legally authorized to work in the United States.

To comply with the revised POST peace officer requirement, updates to the qualifications section have been amended to the Police Officer Recruit/Lateral classification. These revisions are detailed in Attachment A of Attachment 1. The changes have also been reviewed by the Clovis Police Officers Association (CPOA) Bargaining Unit and they are supportive of the recommended changes.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

The Police Officer Recruit/Lateral classification is proposed for revision to align the qualification section with the revised standards of the California Commission on Peace Officer Standards and Training (POST) and the amendments introduced by California Senate Bill 960. Council approval is required for the suggested modifications to the City's Classification Plan.

ACTIONS FOLLOWING APPROVAL

The City's Classification Plan will be updated to include the revised Police Officer Recruit/Lateral classification.

Prepared by: Lori Shively, Deputy General Services Director

Reviewed by: City Manager *AS*

RESOLUTION 24-____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AMENDMENTS TO THE CITY'S CLASSIFICATION PLAN FOR THE POLICE OFFICER RECRUIT/LATERAL CLASSIFICATION IN THE POLICE DEPARTMENT

WHEREAS, it has been determined that revisions to the qualifications section of the Police Officer Recruit/Lateral classification are necessary to accurately reflect the current legal requirements of a peace officer; and

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

NOW THEREFORE, BE IT RESOLVED, that the City of Clovis will modify the City's Classification Plan to include the revised Police Officer Recruit/Lateral classification (Attachment A).

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on January 16, 2024, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dated: January 16, 2024

Mayor

City Clerk

City of Clovis
POLICE OFFICER RECRUIT/LATERAL

DEFINITION

Under general supervision, on a regular or assigned shift, to perform general police work in the prevention of crime and the enforcement of law and order; work closely with the community to preserve the peace and promote public safety; perform traffic enforcement and control; carry out special assignments in specialized phases of police work; and to perform related work as required.

CLASS CHARACTERISTICS**Police Officer Recruit**

This class represents the sworn entry-level police officer with minimal to no prior police officer experience. Incumbents train and prepare with a field training officer for the police effort to maintain law and order. Incumbents generally drive a police vehicle in carrying out duties, may be assigned to special details as necessary, and may be called upon to establish order in extreme conditions and in conditions of emergency.

Police Officer Lateral

This class is distinguished from the Police Officer Recruit by the required Basic Peace Officer Standards and Training (POST) Certificate and possession of two (2) years of work experience as a Peace Officer. Incumbents generally drive a police vehicle in carrying out duties, may be assigned to special details as necessary, and may be called upon to establish order in extreme conditions and in conditions of emergency.

EXAMPLES OF DUTIES

On a regular or assigned shift, patrol assigned areas by car, foot, or motorcycle; respond to calls for the protection of life and property; conduct initial and follow-up investigations; work closely with the community and other City departments within legal and department mission standards to promote community policing, pursue public safety, preserve the peace, address crime, improve police-community relations, and participate in community policing efforts and problem-solving projects; communicate with merchants regarding potential problems in the area, educate citizens of the laws, ordinances, and their rights in resolving disputes; perform public outreach and support the principles of community oriented policing; organize and/or participate in community and sponsored events, public education programs, and attend and participate in community-based programs and meetings; develop, enforce, control and direct traffic when appropriate; conduct traffic stops when drivers are operating vehicles in violation of the law; warn drivers against illegal practices, make arrests, testify in court in connection with the prosecution of offenders, serve warrants and subpoenas; administer first aid in emergency situations; answer complaints related to civil disturbances, obnoxious animals, health code, and local ordinance violations; investigate suspicious circumstances, perform property security checks, take custody of lost and found property; perform crowd control, parade, or riot work; take crime prevention measures and assist in controlling problems of juvenile delinquency; book arrestees in jail and assist in their custody, care, and welfare; transport

ATTACHMENT A

arrestees; receive telephone calls and dispatch emergency vehicles and personnel according to department policy and standard procedures; provide superior protection and service, and furnish information and directions to the public; attend briefings and read briefing materials; submit complete written reports of assigned cases; participate in training courses and programs; operate, two-way radio, recorders, firearms, and equipment common to law enforcement; may relieve superior officer in periods of absence or as assigned; provide ethical leadership and uphold ethical standards by setting an example and promote the vision and goals of the organization in a focused and systematic manner; operate City vehicles; and perform related work as required.

TYPICAL QUALIFICATIONS

POLICE OFFICER RECRUIT LICENSE AND CERTIFICATES REQUIRED

- Possession of a valid California Driver's License and a good driving record;
- Possession of a California Peace Officer Standards and Training (POST) Regular Basic Course Police Academy Certificate completed within the last three (3) years, or documentation from a certified POST California Police Academy of acceptance or enrollment to graduate with a Regular Basic Course Certificate within twelve (12) months from the documentation date.

POLICE OFFICER RECRUIT EDUCATION AND EXPERIENCE

Education:

- High school diploma or equivalent.

Experience:

- None required.

POLICE OFFICER LATERAL LICENSE AND CERTIFICATES REQUIRED

- Possession of a valid California Driver's License and a good driving record;
- Possession of Basic Peace Officer Standards and Training (POST) Certificate.

POLICE OFFICER LATERAL EDUCATION AND EXPERIENCE

Education:

- High school diploma or equivalent.

Experience:

- Two (2) years experience as a sworn law enforcement officer.

POST PEACE OFFICER REQUIREMENTS

- ~~Minimum of 20 ½ years of age at time of application submission and a minimum of 21 years of age at time of appointment;~~
- ~~Eligibility to possess a firearm;~~

- ~~U.S. citizenship or legally eligible to work in the U.S. and eligible to apply for citizenship.~~
- **Must comply with all POST California Peace Officer minimum selection standards.**

QUALIFICATIONS

Knowledge of:

- Proper English usage, grammar, spelling, and punctuation;
- Basic math;
- Record keeping methods;
- General principles of police science;
- Clovis Police Department's mission and philosophy;
- Community-based policing and problem-solving techniques;
- Modern law enforcement methods, practices, and procedures, including patrol, crime prevention, traffic control, investigations, identification techniques, police records, and specialty areas of assignment;
- Pertinent federal, state, and local laws, codes and regulations including laws governing the apprehension, arrest, and custody of persons committing felonies, misdemeanors, and petty offenses;
- Rules of evidence pertaining to search, seizure, and the preservation and presentation of evidence in traffic and criminal cases;
- Techniques and applications of self defense and proper use of force;
- Laws applicable to the apprehension, retention, and treatment of juveniles;
- Geography and street layout of the City and surrounding area, including street locations;
- Operational characteristics and care of department authorized equipment, vehicles, tools, and firearms;
- Methods and techniques used in interviewing witnesses, victims, or suspects, including effective methods of obtaining information from reluctant witnesses;
- Principles and techniques used in public relations;
- Principles and practices of data collection and analysis;
- Methods and techniques of standard broadcasting procedures of a police radio system;
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases;
- Court procedures;
- Appropriate safety precautions and procedures.

Ability to:

- Perform a wide variety of professional law enforcement work;
- Read, understand, interpret, apply, and make decisions in accordance with applicable federal, state, and local policies, laws, ordinances, regulations, codes, and directives regarding arrest, rules of evidence, and the apprehension, retention and treatment of those arrested;
- Communicate clearly and concisely, both orally and in writing;
- Prepare clear, comprehensive, and accurate reports and routine correspondence;

- Maintain up to date logs, records, and files;
- Inspire public confidence through personal integrity, appearance, and actions;
- Understand and carry out oral and written instructions;
- Perform public outreach and support and further the principles of community oriented policing;
- Communicate and interact in a courteous manner with a variety of people of various ages and socio-cultural backgrounds;
- Think clearly, act quickly, and calmly in emergency situations;
- Exercise and apply tact, self-control, judgement, and strategy;
- Interpret and explain City law enforcement policies and procedures;
- Conduct a variety of criminal and special investigations;
- Gather, assemble, analyze, evaluate, utilize facts and evidence, and organize data and information;
- Carefully observe incidents and situations, remember facts, names, faces, numbers, places, and details of incidents and situations accurately;
- Interview and secure information from victims, complainants, witnesses, and suspects;
- Make independent judgements and adopt quick, effective, and responsible courses of action during emergencies;
- Demonstrate technical and tactical proficiency in the use and care of firearms and other police equipment;
- Meet standards of adequate physical stature, endurance, and agility established by the City of Clovis Police Department;
- Operate computerized law enforcement information systems;
- Administer first aid techniques;
- Effectively, tactfully, and courteously represent the department with the public and other law enforcement agencies;
- Work independently in the absence of supervision;
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications;
- Establish and maintain effective working relationships with those contacted in the course of work;
- Operate a vehicle safely, observing legal and defensive driving practices under normal, emergency, and hazardous conditions.

SUPPLEMENTAL INFORMATION

PHYSICAL DEMANDS AND WORKING CONDITIONS

- Environment: Job functions are performed in an office, outdoor, and driving environments in reactive emergency, natural or man-made disaster, and routine peace keeping environments with travel from site to site; regularly exposed to outdoor cold and hot temperatures, and inclement weather conditions; confined spaces; exposure to life threatening situations; extensive public contact; moderate to loud noise levels; and hazardous physical substances and fumes.

- Physical fitness: Sufficient to bend, twist, turn, stoop, squat, kneel, climb, crawl, sit, stand, and walk for prolonged periods of time, and wear a ballistic vest and duty belt weighted with police equipment.
- Strength: Ability to perform tasks requiring strength and stamina; heavy work-lifting, carrying and/or pushing 100 pounds maximum with frequent lifting and/or carrying of objects weighing up to 50 pounds.
- Vision: Corrected to 20/20 in one eye and 20/30 in the other eye; constant use of overall vision; frequent reading of documents and reports; ability to identify suspects and interpret and apply the law to field situations; observation skills; and maintain firearms qualification.
- Hearing/Speech: Sufficient verbal communication to project a voice that can be heard in loud environments; hear and distinguish various sounds including over the telephone and radio; and communicate in person and to large groups.
- Dexterity: Grasp, push, pull, and fine manipulation to use a computer, operate a motor vehicle, and police services equipment.
- Working conditions: Attend periodic evening meetings or meetings outside of regularly scheduled shift; travel within and out of City to attend meetings; subject to mandatory overtime, work rotating shifts, evenings, weekends, and holidays; and periodically required to train and qualify in the use of firearms, vehicles, and specialized law enforcement practices and equipment.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: January 16, 2024

SUBJECT: General Services – Approval – Res. 24-____, Authorizing Amendments to the City’s Classification Plan by Revising the Transit Dispatcher Classification in the General Services Department.

ATTACHMENTS: 1. Res. 24-____ Classification Plan

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) within the preceding 12 months (Government Code 84308).

RECOMMENDATION

For City Council to approve a resolution authorizing amendments to the City’s Classification Plan by revising the Transit Dispatcher classification in the General Services Department.

EXECUTIVE SUMMARY

It is necessary to revise the Transit Dispatcher classification to update the qualification section of the classification. Modification of the City’s Classification Plan requires the City Council’s approval.

BACKGROUND

Transit has analyzed the qualifications for the Transit Dispatcher position and determined the requirement for a valid California Commercial Driver’s License with Passenger endorsement, along with the Vehicle Transit Training and General Public Paratransit Vehicle certificates is not critical for the effective performance of the role’s duties. These requirements have been omitted to better align the job specifications with the actual needs of the position and support recruitment. This adjustment is anticipated to broaden the pool of eligible candidates without compromising the quality of operations, thereby enhancing the overall efficiency of the department. The revisions to the classification are included in the update shown in Attachment A of Attachment 1.

The changes have been reviewed by the Transit Employees Bargaining Unit (TEBU) whose MOU includes the Transit Dispatcher position.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

The Transit Dispatcher classification is recommended for revision to update the qualification section to better suit the department's recruitment needs. The recommended changes to the City's Classification Plan require Council approval.

ACTIONS FOLLOWING APPROVAL

The City's Classification Plan will be updated to include the revised Transit Dispatcher classification prior to launching a recruitment.

Prepared by: Bethany R. Berube, Transit Manager

Reviewed by: City Manager *AB*

RESOLUTION 24-____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AMENDMENTS TO THE CITY'S CLASSIFICATION PLAN FOR THE TRANSIT DISPATCHER CLASSIFICATION IN THE GENERAL SERVICES DEPARTMENT

WHEREAS, it has been determined that revisions to the qualifications section of the Transit Dispatcher classification are necessary in order to recruit for dispatchers; and

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

NOW THEREFORE, BE IT RESOLVED, that the City of Clovis will modify the City's Classification Plan to include the revised Transit Dispatcher classification (Attachment A).

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on January 16, 2024, by the following vote to wit:

- AYES:
NOES:
ABSENT:
ABSTAIN:

Dated: January 16, 2024

Mayor

City Clerk

ATTACHMENT 1

City of Clovis TRANSIT DISPATCHER

DEFINITION

Under general supervision, plans, schedules, oversees, and keeps records for transit services; administers Americans with Disability Act (ADA) related transit requests; coordinates and audits transit vehicle maintenance; operates a transit vehicle; and other duties as assigned.

CLASS CHARACTERISTICS

Positions in this class work under general supervision, performing operational coordination and administration of transit operations involving transit vehicles, passengers and drivers, and providing customer service information on Clovis Transit services. Incumbents must maintain an awareness of client needs and demands for service, and efficient coordination of resources to provide high levels of service. Positions in this class perform work that has a moderate degree of variation and allows or requires a range of choices in the application of defined methods or procedures. After receiving training, incumbents work with moderate independence in making decisions in accordance with established practices and are expected to exercise good judgment without constant supervision, referring to the supervisor in matters that do not conform with established practices. Work performance is reviewed periodically for consistency and quality.

EXAMPLES OF DUTIES

Schedules ride appointments and requests for return trips; prepares and maintains daily driver vehicle assignments; identifies, checks and reports operational problems and incidents to supervisors; makes recommendations and proposes solutions to operational issues; provides customer service information on Clovis Transit services; assists elderly and disabled riders concerning ride preparation or independent living skills necessary to use public transportation; issues and certifies certification applications for the ADA; maintains ADA ridership files; follows up on drivers' vehicle maintenance reports; coordinates transit vehicles service and repairs with City Fleet Maintenance Shop to maintain the vehicle maintenance schedule and ensure necessary vehicles for transit operations; opens/closes administrative office; operates transit vehicles as needed.

TYPICAL QUALIFICATIONS

LICENSE REQUIRED

- ~~Possession of a valid California Commercial Driver's License with Passenger (P) endorsement;~~
- ~~Possession of Vehicle Transit Training (VTT) certificate and General Public Paratransit Vehicle (GPPV) certificate or higher and a good driving record;~~
- Ability to obtain First Aid/CPR certification within six (6) months of hire.

EDUCATION AND EXPERIENCE:

Any combination of education and experience equal to:

ATTACHMENT A

Education:

- Completion of formal or informal education sufficient to ensure the ability to read and write at the level required for successful job performance.

AND

Experience:

- Three (3) years of licensed experience in the operation of motor vehicles, and
- Two (2) years of public transportation work experience.

QUALIFICATIONS:

Knowledge of:

- Federal, State, and local laws applicable to the operation of vehicles in transporting the general public, elderly and disabled passengers;
- First aid/CPR;
- Safe operation of transit vehicles;
- Modern computer software and applications;
- Modern office practices, procedures, and equipment;
- Telecommunication equipment operation used in transit operations;
- Basic mathematics;
- Safe driving practices.

Ability to:

- Enforce regulations and deal tactfully, courteously, and effectively with the general public and transit staff;
- Apply integrity and trustworthiness in all situations;
- Identify and report equipment malfunctions and safety hazards;
- Field a high volume of calls;
- Accurately enter client information into dispatching software;
- Maintain an organized work area;
- Efficiently coordinate vehicles, drivers and passengers;
- Work independently;
- Utilize a telephone head-set;
- Operate a two-way radio;
- Organize and maintain records;
- Collect general ridership information;
- Maintain records necessary for compliance with transit regulations;
- Communicate with citizens having oral and auditory disabilities;
- Operate modern office equipment including a computer and related software;
- Operate a transit vehicle observing legal and defensive driving practices;
- Understand and carry out oral and written instruction;
- Establish and maintain an effective relationship with those contacted in the course of work;
- Assist both elderly and disabled riders with independent living skills.

**SUPPLEMENTAL INFORMATION
PHYSICAL DEMANDS AND WORKING CONDITIONS**

Strength:

- Medium work - Lifting, carrying and/or pushing 50 pounds maximum with frequent lifting and/or carrying objects weighing up to 25 pounds.

Physical activities include:

- Sitting for long periods of time, bending, stooping, reaching, standing, walking, up to and including the possibility of climbing a ladder to reach high windows for cleaning/defogging, assist elderly and disabled clients onto bus, push wheelchair clients to/from home/destination, securing wheelchairs in the buses and assist passengers with the loading and unloading of their personal items, such as groceries, etc.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: January 16, 2024

SUBJECT: General Services – Approval - Res. 24-____, Approving a Side Letter Agreement with Clovis Employees Association to Add a 401(a) Plan.

ATTACHMENTS: 1. Resolution 24-____, Side Letter

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) within the preceding 12 months (Government Code 84308).

RECOMMENDATION

For the City Council to approve a resolution approving a side letter agreement with Clovis Employees Association (CEA) to add a 401(a) plan to the CEA retirement investment plans.

EXECUTIVE SUMMARY

The CEA side letter in Attachment A shifts the City paid 457(b) matching contributions to a separate 401(a) account thereby allowing CEA employees the ability to add more employee contributions to their 457(b) account while remaining under the maximum annual contribution allowed by the IRS.

BACKGROUND

The City recently hired a third-party fiduciary to evaluate the City's 457(b) retirement investment accounts. This analysis included changes to the 457(b) investment line up and recommendations for additional investment options. One of those options is creating a 401(a) account where City 457(b) matching funds would be shifted to a separate 401(a) account. Currently, the City match is placed into the employee's 457(b) account along with any employee funds. The total of the employee and City funds are used to calculate the IRS allowed maximum annual contribution into the 457(b) account. Shifting the City match to a 401(a) allows employees to place more employee contributions into their 457(b) and still remain under the maximum annual amount allowed by the IRS.

Funds placed into the 401(a) would initially be placed into a Target Date fund based on the eligible retirement age of the employee, however the employee can opt to shift those funds to any fund available, including the same options available within the 457(b) plan.

Per IRS regulations, an entire group, in this case CEA, must opt-in to creating a 401(a) plan. Individual employees within CEA cannot opt-out. The side letter agreement in Attachment A of Attachment 1 is required for this change.

FISCAL IMPACT

There is no fiscal impact for this change.

REASON FOR RECOMMENDATION

Shifting the City 457(b) matching contribution from the 457(b) to a separate 401(a) allows employees to place more employee contributions into the 457(b) while remaining under the maximum annual contribution limits.

ACTIONS FOLLOWING APPROVAL

City matching contributions as defined in the CEA MOU will be placed into a 401(a) account starting February 1, 2024.

Prepared by: Shonna Halterman, General Services Director

Reviewed by: City Manager *AH*

RESOLUTION 24-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING A SIDE LETTER AGREEMENT WITH
CLOVIS EMPLOYEES ASSOCIATION (CEA)**

WHEREAS, the City and CEA desire to create a 401(a) retirement account in which to place City contributed 457(b) matching funds; and

WHEREAS, diverting City matching retirement contributions into a separate 401(a) account provides CEA employees the ability to place more employee contributed funds into the 457(b) while remaining under the annual contribution limit set by the IRS; and

WHEREAS, CEA and City representatives met and conferred on the side letter and are in agreement.

NOW THEREFORE, BE IT RESOLVED, that the City of Clovis approves the Side Letter Agreement with CEA (Attachment A) and authorizes the City Manager to sign the agreement.

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on January 16, 2024, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dated: January 16, 2024

Mayor

City Clerk

**SIDE LETTER OF AGREEMENT
BETWEEN CITY OF CLOVIS AND
CLOVIS EMPLOYEES ASSOCIATION**

This Side Letter of Agreement is made by and between the City of Clovis (City) and the Clovis Employees Association (CEA).

Employer Match Contribution Submission to the City’s 401(a) Defined Contribution Plan

In an effort to increase the amount that members can personally defer annually into the City’s 457(b) Deferred Compensation Plan, the City and CEA have met and conferred and agreed on the following change to Article 8.E. of the CEA MOU, effective February 1, 2024:

Unit members who have completed their initial probationary period may elect to participate in a deferred compensation program that includes a City matching contribution. The maximum match percentage indicated below is based on the employee’s base salary and calculated per pay period. Effective February 1, 2024, the matching contribution funded by the City will be placed into a 401(a) account. The City’s matching contribution will be calculated per pay period and based on pre-tax 457(b) employee contributions, post-tax Roth 457(b) contributions, or a combination of both.

However, unit employees may participate in the deferred compensation program without the City matching contribution at any time during employment. The deferred compensation program is subject to I.R.S Section 457 program rules. A unit member’s enrollment in the program shall become effective the pay period following the member’s submittal of an enrollment request. The provisions for the deferred compensation program are as follows:

City’s Matching Contribution/Payment	Maximum City Payment Calculated per pay period
(City/Employee) 1:1	3%

If the maximum dollars available to the members of this unit for the contributory deferred compensation program are not utilized in any fiscal year, the remaining dollars shall be applied to health insurance rates for this unit only. The total unit wage subject to the deferred compensation matching program will be compared to the actual dollars spent by the City on the program to determine any unspent dollars available during the preceding fiscal year.

DATE SIGNED: _____

For the City:

For CEA:

John Holt, City Manager

Aaron La Mattina, CEA President

Shonna Halterman, General Services Dir.

Moniqua Randolph, CEA Vice-President

Mary Lerner, Deputy City Attorney

Attest: _____
Karey Cha, City Clerk

Date: _____



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: January 16, 2024

SUBJECT: General Services – Approval - Claim Rejection of the General Liability Claim on behalf of Maria Guadalupe Madrigal, Maria Isabel Madrigal, Miguel Madrigal, The Estate of Melchor Madrigal by Maria Isabel Madrigal, Eleazar Madrigal, and Jose Madrigal.

ATTACHMENTS: None

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) within the preceding 12 months (Government Code 84308).

RECOMMENDATION

Reject the General Liability Claim filed on behalf of Maria Guadalupe Madrigal, Maria Isabel Madrigal, Miguel Madrigal, The Estate of Melchor Madrigal by Maria Isabel Madrigal, Eleazar Madrigal, and Jose Madrigal.

EXECUTIVE SUMMARY

On behalf of Maria Guadalupe Madrigal, Maria Isabel Madrigal, Miguel Madrigal, The Estate of Melchor Madrigal by Maria Isabel Madrigal, Eleazar Madrigal, and Jose Madrigal (claimants), the City received claims on December 20, 2023, alleging a City of Clovis Firefighter was negligent in the manner of operating a City vehicle at a safe speed, which caused the death of the decedent (Melchor Madrigal). It is recommended that the City reject the claims, send notice of rejections, and refer the matter to the City's third-party administrator for liability claims for further investigation and handling.

BACKGROUND

On December 20, 2023, General Liability Claims were received by the City of Clovis on behalf of Maria Guadalupe Madrigal, Maria Isabel Madrigal, Miguel Madrigal, The Estate of Melchor Madrigal by Maria Isabel Madrigal, Eleazar Madrigal, and Jose Madrigal, by Salamati Law Firm located in Los Angeles, CA. The claims were considered legally sufficient and timely. Each of the claims allege a City of Clovis Firefighter was negligent in the manner of operating a City

vehicle at a safe speed, which caused the death of the decedent (Melchor Madrigal), while crossing the roadway at night on July 4, 2023.

The claimants seek damages for wrongful death consisting of all associated economic and non-economic damages allowed by law. The claims were filed as a “civil unlimited case”.

FISCAL IMPACT

Rejection of the claims 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

Rejection notice letters will be sent to the claimants informing them that each of the claims have been rejected.

Prepared by: Charles W. Johnson, 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
 DATE: January 16, 2024

SUBJECT:

Consider items associated with approximately 155 acres of land located on the north side of Shepherd Avenue, between N. Sunnyside and N. Fowler Avenues. Great Bigland, LP., owner/ applicant; Harbour and Associates, representative. (Continued from the December 11, 2023, Council Meeting and to be continued to a date uncertain.)

a. Consider Approval - Res. 24-____, A Resolution of the Clovis City Council: (1) Certifying the Final Environmental Impact Report for the Shepherd North Project; (2) Adopting CEQA Findings of Fact and a Statement of Overriding Consideration; and (3) Adopting a Mitigation Monitoring and Reporting Program.

b. Consider Approval – Res. 24-____, A Resolution of the Clovis City Council approving a request to expand the City’s sphere of influence to include approximately 155 acres of land.

c. Consider Approval - Res. 24-____, GPA2021-006, A Resolution of the Clovis City Council approving a request to amend the circulation element of the General Plan to allow for the placement of a Shepherd Avenue access point on the north side of Shepherd Avenue, between N. Sunnyside and N. Fowler Avenues.

d. Consider Approval - Res. 24-____, GPA2021-005, A Resolution of the Clovis City Council approving a request to amend the land use element of the General Plan for the Development Area (approximately 77 acres) from the Rural Residential land use designation to the Medium-High Density Residential land use designation.

e. Consider Introduction - Ord. 24-____, R2021-009, An Ordinance of the Clovis City Council approving a request to prezone property within the Development Area (approximately 77 acres) of the Project site from the Fresno County AL20 Zone District to the Clovis R-1-PRD Zone District.

f. Consider Approval - Res. 24-____, TM6205, A Resolution of the Clovis City Council approving a request to approve a vesting tentative tract map for a 605-lot single-family planned residential development.

g. Consider Approval - Res. 24-____, PDP2021-004, A Resolution of the Clovis City Council approving a request to approve a planned development permit for a 605-lot single-family residential development.

h. Consider Approval - Res. 24-____, RO307, A Resolution of the Clovis City Council approving Application for the Annexation of the Territory known as the Shepherd-Sunnyside Northeast Reorganization for the Development Area (approximately 77 acres).

i. Consider Approval - Res. 24-____, A Resolution of the Clovis City Council approving an amendment to the 2017 Amended and Restated Memorandum of Understanding between the County of Fresno and City of Clovis regarding a Sphere of Influence Expansion to add approximately 155 acres and the Standards of Annexation to address the annexation of approximately 77 acres of property (Shepherd-Sunnyside Northeast Reorganization).

Staff: George González, Senior Planner

Recommendation: Continue to a date uncertain.

ATTACHMENTS: None.

On December 11, 2023, the City Council approved the continuance of the proposed Shepherd North Project to the January 16, 2024, City Council meeting. However, on January 16, 2024, City staff will be requesting a continuance of the Project to a date uncertain. Due to the holiday season, the Project scheduling has been delayed and will need to be postponed to a later date. City staff will re-notice the proposed Project and send out notifications to adjacent property owners when the proposed Shepherd North Project is ready for City Council consideration.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: January 16, 2024

SUBJECT: Consider Approval – Enter into a Cooperative Agreement and Agreement for the Exchange of Real Property (Clovis Regional Library Project) with the County of Fresno, and Authorize the Mayor to Execute the Agreement on Behalf of the City.

Staff: Thad Avery, City Engineer

Recommendation: Approve

ATTACHMENTS: 1. Cooperative Agreement and Agreement for the Exchange of Real Property

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) within the preceding 12 months (Government Code 84308).

RECOMMENDATION

For the City Council to authorize the Mayor or designee to execute a cooperative agreement and agreement for the exchange of real property (Clovis Regional Library Project) by and between the City of Clovis and the County of Fresno.

EXECUTIVE SUMMARY

Since purchasing the Landmark Square property, City staff has been working with Fresno County staff to accommodate a location for a new County library on the site. The planning of the Landmark Square site involved County staff with the intent that a new County library would eventually be built on the vacant pad at the Landmark Square site. Now that the Senior Center and Transit Center are complete, both the City and County staff have worked together to complete the property exchange agreement that has been in the works since the City first purchased the Landmark Square site. The agreement will give the vacant pad at the Landmark Square site to the County in exchange for the existing County library building at the City of Clovis Civic Center campus.

BACKGROUND

The County of Fresno has recognized the City of Clovis is underserved by the County library system. City and County staff have collaborated on obtaining a site for a newer and larger County library to reside within the City of Clovis to provide the needed services in the area. City staff has worked with County staff to provide a 1.15-acre parcel within the Landmark Square site to accommodate the proposed new County library building. The parking lot around the parcel will be owned and maintained by the City with the agreement that the County library can use it for its facility. The agreement between the City and the County will exchange the parcel at the Landmark Square site for the existing library building at the City Civic Center campus.

FISCAL IMPACT

The agreement is for an exchange of properties with no additional monetary compensation to either side. The exchange is an even exchange, resulting in no fiscal impact.

REASON FOR RECOMMENDATION

The exchange of properties between the City of Clovis and the County of Fresno will allow the County to build a newer and larger County Library on the Landmark Square site to accommodate the County's need of library usage in the area. The exchange will also provide the City with an additional needed building on the Civic Center campus for City staff to utilize.

ACTIONS FOLLOWING APPROVAL

1. Staff will execute the agreement; and
2. Staff will continue to work with the County of Fresno on the development of the new County Library site and the transfer of property according to the agreement.

Prepared by: Thad Avery, City Engineer

Reviewed by: City Manager JA

**COOPERATIVE AGREEMENT
AND
AGREEMENT FOR THE EXCHANGE OF REAL PROPERTY
(CLOVIS REGIONAL LIBRARY PROJECT)**

BY AND BETWEEN

THE CITY OF CLOVIS AND THE COUNTY OF FRESNO

This Cooperative Agreement and Agreement for the Exchange of Real Property (Clovis Regional Library Project) (“Agreement”) is entered into effective _____, 2024 (“Effective Date”), by and between the City of Clovis, a California general law city and municipal corporation (“City”), and the County of Fresno, a political subdivision of the State of California (“County”), including the following Recitals, which are a substantive part of this Agreement:

RECITALS

A. County owns and operates the Fresno County Library–Clovis Regional Branch, located at 1155 5th Street, Clovis, CA in City’s Civic Center (“Existing Library”). The Existing Library consists of an approximate 8,457 square foot building on an approximate 34,112 square foot parcel of property, owned by the County. The site of the Existing Library is legally described and depicted in **Exhibit A**, and hereinafter referred to as “Parcel A”. With respect to the Existing Library, there exist various agreements between City and County from 1974, which are on file with City and County, governing the disposition of the Existing Library upon County ceasing to use the building (“1974 Agreements”).

B. The Existing Library on Parcel A serves the City of Clovis and surrounding areas, and has been determined by County to be wholly inadequate to serve community needs. In that regard, County intends to construct a new Clovis Regional Branch library (“New Library”), proposed to be approximately 26,270 square feet. City and County agree that, as of the Effective Date, the approximate market value of the Existing Library (land and building) is \$3,500,000, based upon appraised value estimates by the City and County.

C. City owns approximately 5.7 acres of formerly vacant land at 735 Third Street, in the Old Town area of the City of Clovis, which City acquired in January 2015 for the purposes of siting the New Library and constructing City facilities, to include a new Senior Activity Center and Transit Hub (collectively, “City Facilities”). This property is described and depicted in **Exhibit B**, and hereinafter referred to as the “Landmark Square Property.” City represents to County that City acquisition costs for the Landmark Square Property are \$2,850,000, with \$586,355 of this amount allocable to Parcel B (the New Library). City further represents to County that City’s estimated land improvement and infrastructure costs to serve the New Library are \$2,600,000, for total estimated City costs of \$3,186,355 allocable to Parcel B (the New Library). Records reflecting these costs are on file with City, shall be available upon request by County, and are identified herein for the purpose of using City’s library development impact fee and other City funds towards City’s obligations under this Agreement.

D. County made application for City Site Plan Review 2019-020, requesting City’s approval of the design and layout of the New Library, and City granted approval of the application on February

Attachment 1

18, 2020, subject to certain conditions of approval set forth in SPR2019-20, which conditions have been accepted by County.

E. City adjusted the existing parcel configuration with the Landmark Square Property, to establish a parcel of 1.15 acres, in the location, shape, and dimension necessary to accommodate the final New Library site configuration, as depicted in **Exhibit C**, and intends to make the parcel, hereinafter referred to as “Parcel B”, available to County for construction of the New Library, in accordance with the terms hereof.

F. City desires to convey Parcel B (including the completed site improvements referenced in Part 2 hereof) to County for the New Library, at no charge to County, and pursuant to California Government Code §25365, the 1974 Agreements, and other authorities, and in exchange, County agrees to convey Parcel A (including the Existing Library building) to City at no charge to City, for the purposes hereof. County’s conveyance of Parcel A to City shall occur after completion of construction of the New Library. City’s intent is to use Parcel A for City offices.

NOW THEREFORE, in consideration of the mutual covenants hereof contained, and for other good and valuable consideration, the parties agree as follows:

PART 1 – PROPERTY EXCHANGE

1.1. Property Exchange. City agrees to convey Parcel B (including the site improvements referenced in Part 2 hereof) to County, and, in exchange, County agrees to convey Parcel A (including the Existing Library building) to City after completion of construction of the New Library, at no cost to either party, except those costs incurred or that may be incurred by the parties to comply with the parties’ respective obligations under this Agreement, and except for each party’s respective share of Escrow costs as provided herein. The property exchanges are subject to each Parcel’s timetable for Closing, as set forth in Sections 1.7 and 1.8 hereof.

The property exchange shall occur through each party granting its fee simple title by grant deed, and/or other instrument satisfactory to the transferee, to transfer full interest to the property and improvements to the other party, with each Parcel exchange being transferred “AS IS,” with no warranties as to the condition of the property, and for Parcel A no warranties as to the condition of the Existing Library building, or use for the intended purposes thereof, each party to do their own due diligence prior to the Close of Escrow A and Close of Escrow B (as defined in Section 1.2 hereof), provided however, this “AS IS” transfer status shall not apply (i) in regard to any Hazardous Materials found on Parcel B, as further described in Sections 1.5(B), or to 3.15 hereof.

In light of the different timetables for each Closing (as defined herein), two different Escrows shall be utilized, as provided herein.

1.2. Escrow. After the Effective Date hereof, City and County shall open an Escrow (each an “Escrow”) one for Parcel B (“Escrow B”), and a separate, independent Escrow for Parcel A (“Escrow A”) with the Clovis Office of First American Title Company, 644 Pollasky Avenue, Clovis, California 93612 (Telephone: 559-322-1031), or another escrow company mutually satisfactory to both parties (acting in its capacity as the title company, “Title Company,” or acting in its capacity as the escrow agent, “Escrow Agent”), provided that the same escrow company shall

be used for both Escrows. The two Escrows shall be opened simultaneously, upon deposit with the Title Company of one fully executed counterpart of this Agreement.

Both Parcel A and Parcel B shall independently close escrow (each a “Closing”, and individually, “Parcel A Closing,” and “Parcel B Closing”, respectively, or “Close of Escrow A” and “Close of Escrow B”, respectively) by the recordation of the respective grant deeds in the official records of Office of the Recorder of the County of Fresno (the “Fresno County Recorder”) in accordance with the terms hereof. Close of Escrow A and Close of Escrow B shall each independently occur (a) within ten (10) business days after all conditions set forth in this Agreement with respect to Parcel A and Parcel B, respectively, have been satisfied or waived, as provided herein, and (b) shall be deemed to be the date on which the grant deed with respect to Parcel A or Parcel B, respectively, is recorded in the official records of the Fresno County Recorder.

The grant deed for Parcel A from County to City shall be accompanied by any other conveyance required by Title Company to deliver clear title to Parcel A, including the Existing Library building and any improvements, in the name of City, subject only to the Exceptions of Title set forth in the Preliminary Report referenced in Section 1.4 hereof.

This Agreement shall constitute joint escrow instructions by the parties to the Title Company with respect to each separate, independent Escrow A and Escrow B, provided herein; provided however, the parties shall execute such supplementary instructions as may be necessary to carry out the terms hereof, or as may be reasonably requested by the Title Company prior to the closing date for each respective Parcel. If any term of such supplementary instructions conflicts with the provisions hereof, this Agreement shall control.

1.3. Costs of Escrow. City and County shall pay their respective portions of the premium for the Title Insurance Policy as set forth herein. The transferor of each Parcel shall pay any documentary transfer taxes, and, with respect to the conveyance of both Parcels, County and City shall each pay one-half of all other applicable fees, charges, and costs arising from Escrow A and Escrow B.

1.4. Preliminary Reports. The parties have caused the Title Company to deliver a standard preliminary report (“Preliminary Report”), in a word-searchable native PDF acceptable to the parties, to County with respect to title to Parcel B, and to City with respect to Parcel A, together with, via electronic links embedded therein, all legible copies of the documents underlying any exceptions (“Exceptions to Title”) set forth in the Preliminary Report, prior to execution of this Agreement.

(a) As a condition for County to complete Close of Escrow B, the condition of the title to the Parcel B, at Closing, shall only be the condition of title as reflected in that certain Preliminary Report for the Real Property, effective as of May 5, 2023 at 07:30 A.M. (“Parcel B Preliminary Report”), including all of the documents identified therein as Exceptions 1 through 24, except for the documents identified as Excluded Exceptions (“Excluded Exceptions”), which Excluded Exceptions City shall remove from the Condition of Title at Closing, together with any agreements, documents, or other matters on title that have been approved or consented to by County prior to the Closing (“Condition of Title of Parcel B”). The Excluded Exceptions are identified in the Parcel B Preliminary Report as follows:

[None]

All of the documents identified in the Parcel B Preliminary Report, except for the Excluded Exceptions, together with any agreements, documents, or other matters on title that have been approved or consented to in writing by County prior to the Close of Escrow B, shall collectively be the “Parcel B Permitted Exceptions.” From and after the effective date of the Parcel B Preliminary Report, City shall not modify, alter, or amend, and shall use commercially reasonable efforts to prohibit any person or entity from modifying, altering, or amending, the Condition of Title of Parcel B without the express written consent of County, which consent may be withheld or conditioned in County’s sole and absolute discretion.

(b) As a condition for City to complete Close of Escrow A, the condition of title to Parcel A, at Closing, shall only be the condition of title as reflected in that certain Preliminary Report for Parcel A, printed as of April 18, 2023 and effective as of April 10, 2023 at 07:30 AM (“Parcel A Preliminary Report”), including all of the documents identified therein as Exceptions 1 through 7, except for the documents identified as Excluded Exceptions, which Excluded Exceptions County shall remove from the condition of title at Closing, together with any agreements, documents, or other matters on title that have been approved or consented to by City prior to the Closing (“Condition of Title of Parcel A”). The Excluded Exceptions are identified in the Parcel A Preliminary Report as follows:

[None]

All of the documents identified in the Parcel A Preliminary Report as Exceptions 1 through 7, except for the Excluded Exceptions, together with any agreements, documents, or other matters on title that have been approved or consented to in writing by County prior to the Closing, shall collectively be the “Parcel A Permitted Exceptions.” From and after the effective date of the Preliminary Report, City shall not modify, alter, or amend, and shall use commercially reasonable efforts to prohibit any person or entity from modifying, altering, or amending, the Condition of Title of Parcel A without the express written consent of City, which consent may be withheld or conditioned in City’s sole and absolute discretion.

1.5. Due Diligence Period. The parties shall have the respective time periods specified below to undertake the following activities relating to the acquiring party’s due diligence activities concerning the respective Parcel being acquired (“Due Diligence Period”). During the Due Diligence Period, County and City shall do the following, respectively, which shall be considered part of each acquiring party’s conditions precedent to closing of the respective Parcel being acquired.

A. Unrecorded documents. Prior to the Effective Date hereof, the transferring party shall provide to the acquiring party, within fifteen (15) days of Escrow opening, all copies of CC&Rs and any non-recorded document, reasonably known to the transferring party, and in its possession or reasonable control pertaining to development, operation and ownership of the respective Parcel being acquired.

B. Land Examination. The transferring party shall provide to the acquiring party all copies of any existing environmental reports reasonably available or already in the transferring

party's possession, including, but not limited to, any topographical survey, Level I and Level II environmental reports, soils and geotechnical reports, hazardous waste reports, engineering data, and ALTA and/or land surveys and maps pertaining to the respective Parcel at least thirty (30) days prior to Escrow opening (collectively, "Property-Related Documents.").

Notwithstanding anything to the contrary in this section and the representations set forth in section 1.7D(1)(g), County acknowledges that during construction of the City Facilities, City discovered contaminated soil on the Landmark Square Property. City removed the contaminated soil and completed other remedial steps as required by State and local regulatory agencies including the installation of a Vapor Barrier (VB) under the foundations of City's Senior Activity Center and Transit Hub. City provided County with all reports relating to City's remedial actions. City received a "No Further Action" letter for the Parcel B new Library site.

In regard to Parcel B, and as a result of the discovered contaminated soil on the Landmark Square Property, County conducted its own environmental review, which consisted of a Phase I Environmental Site Assessment (ESA) and a Limited Phase II ESA (File No's. 24000372.003A and 24000372.004A, respectively). The Phase I ESA recommended the soil and soil vapor beneath Parcel B be assessed to evaluate whether potential Contaminants of Concerns (COCs) in these media may adversely affect the health of construction workers or future Parcel B occupants. Because City has incorporated remedial action that includes the installation of a VB under the foundations of City's Transit and Senior Centers, County has determined the need to also install a VB under the proposed New Library foundation to mitigate potential future intrusion of volatile organic compound (VOC) vapors that may be present in soils beneath the Parcel B site, at City's expense. After County installs the VB, County shall issue an invoice to City for all costs to install the VB, and City shall pay County within thirty (30) days of receipt of such invoice.

Any timelines described in this Agreement shall be extended by the length of time required for County to install the VB, reimburse County for the cost to install the VB, and for City to fully remediate any Hazardous Material to County's satisfaction provided that, prior to the expiration of such fifteen (15) day period, City gives County written notice of such extended length of time required for City to fully remediate any such Hazardous Material in regard to Parcel B, and such timelines described in this Agreement shall be extended by such extended length of time. Within sixty (60) days following Escrow opening (except as extended for any Remediation by City of Hazardous Materials regarding Parcel B, as provided herein), the acquiring party shall approve or waive, in writing, all Property-Related Documents provided to the acquiring party, as provided herein, pertaining to the respective Parcel, whether provided by the transferring party or acquiring party, provided however, the acquiring party may terminate this Agreement without any cost or penalty if the acquiring party is not satisfied with any of the Property-Related Documents so provided, or any Property-Related Documents not provided.

C. Definitions.

i. For purposes of this Agreement, "Environmental Laws" shall mean any and all present and future federal, state and local laws, statutes, ordinances, rules, regulations and the like, as well as common law, any judicial or administrative orders, decrees or judgments thereunder, and any permits, approvals, licenses, registrations, filings and authorizations, in each case as now or hereafter in effect, relating to the pollution, protection or cleanup of the environment, relating to the impact of Hazardous Materials on property, health or safety, or the use or release of Hazardous Materials, or relating to the liability for or costs of other actual or threatened danger to health or the environment.

ii. For purposes of this Agreement, “Hazardous Material” shall mean any hazardous or toxic substance, material, or waste at any concentration that is or becomes regulated by the United States, the State of California, or any local government authority having jurisdiction over the Parcel. Hazardous Material includes, without limitation:

a) Any “hazardous substance,” as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 United States Code §§ 9601-9675

b) “Hazardous waste,” as that term is defined in the Resource Conservation and Recovery Act of 1976 (RCRA) (42 United States Code §§ 6901-6992k);

c) Any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable laws and regulations (including applicable consent decrees and administrative orders imposing liability or standards of conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or hereafter in effect);

d) Petroleum products;

e) Radioactive material, including from any source, special nuclear, or byproduct material as defined in 42 United States Code §§ 2011-2297b-7;

f) Asbestos in any form or condition; and

g) Polychlorinated biphenyls (PCBs) and substances or compounds containing PCBs.

iii. For purposes of this Agreement, “Remediation” shall mean “any response, remedial removal, or corrective action; any activity to clean up, detoxify, decontaminate, contain, or otherwise remediate any Hazardous Materials; any actions to prevent, cure or mitigate any release of any Hazardous Materials; any action to comply with any Environmental Laws or with any permits issued pursuant thereto; any inspection, investigation, study, monitoring, assessment, audit, sampling and testing, laboratory or other analysis, or evaluation relating to any release of Hazardous Materials. Remediation shall include all responses described herein to remediate any Hazardous Materials, whether they occur during construction, or after construction is completed and after Closing, while County is operating the New Library at any time in the future.

D. Legal Compliance and Code Examination. After Escrow opening, and prior to Closing, the acquiring party shall have a right, along with its agents, contractors and subcontractors, to enter upon the respective Parcel and any building thereon to be acquired, at any reasonable time, upon notice to the transferring party and at a mutually agreeable time, to make such inspections, surveys and tests of the respective Parcel and any building thereon and improvements thereto as may be necessary to determine compliance with applicable codes and laws, or as otherwise desirable in the inspecting party’s judgment. The acquiring party shall use care and consideration in connection with any such inspection and testing, and shall hold harmless, indemnify, and defend the transferring party from any and all claims, damages, costs, losses and expenses (including reasonable attorneys’ fees) arising out of or resulting from such entry and/or activities upon the respective Parcel. Notwithstanding the foregoing, City agrees to acquire Parcel A (including the Existing Library and improvements to Parcel A) from County in an “AS IS” condition, with no obligation on the part of County to correct, or otherwise compensate City for, any non-compliance of Parcel A (including the Existing Library and improvements to Parcel A), with any federal, state or local laws or regulations, or deficiencies in any building codes.

1.6. Title Insurance. Upon recordation of the grant deed for Parcel B, the Title Company shall issue to County an American Land Title Association (ALTA) policy of title insurance (“Title Policy”), together with such endorsements as are reasonably requested by County, issued by the Title Company insuring that the title to Parcel B is vested in County in the condition required by Section 1.1 hereof. The Title Policy shall be for the amount requested by County (“County Insured Amount”). City shall be responsible for the cost of providing the equivalent of a California Land Title Association (CLTA) policy of title insurance in the amount of \$586,355, which is equal to the portion of City’s represented acquisition costs of Parcel A allocable to Parcel B. County shall be responsible for all other costs for the balance of the Insured Amount plus any additional endorsements County desires. At the time the Title Insurance Company issues the Title Policy, together with any such endorsements, to County, the Title Company shall provide City with a copy of the Title Policy, and any such endorsements.

Upon recordation of the grant deed for Parcel A, plus any other conveyance required by the Title Company to deliver clear title to Parcel A, including the Existing Library building and any improvements, in the name of City, subject only to the Exceptions of Title set forth in the Preliminary Report referenced in Section 1.4 hereof, the Title Company shall issue to City a California Land Title Association (CLTA) policy of title insurance (“Title Policy”), together with such endorsements as are reasonably requested by City, issued by the Title Company insuring that the title to Parcel A is vested in City in the condition required by Section 1.1 hereof. The Title Policy shall be for the amount requested by City (“City Insured Amount”). County shall be responsible for the cost of providing the Title Policy. City shall be responsible for the cost of any additional endorsements City desires. At the time the Title Insurance Company issues the Title Policy, together with any such endorsements, to City, the Title Company shall provide County with a copy of the Title Policy, and any such endorsements.

1.7. Parcel B Escrow and Closing.

A. Parcel B Closing. Subject to Section 1.5B, hereof, the City’s transfer of Parcel B to County shall Close Escrow B after satisfaction of all of City Conditions of Closing for Transferring Parcel B (as defined in Section 1.7.C.(1) hereof) and all of all County Conditions of Closing for Acquiring Parcel B (as defined in Section 1.7.C.(2) hereof), but in no event later than one hundred eighty (180) days following the Effective Date, unless otherwise extended by written agreement of the parties.

As provided in Section 1.2 hereof, Close of Escrow B shall mean the time and day the grant deed for Parcel B is recorded in the official records of the Fresno County Recorder.

B. Remedying deficiencies. If Escrow B is not in the condition necessary to close by the Escrow B Closing Deadline, then the parties shall promptly meet and confer and diligently cooperate in good faith to remedy any deficiencies, and make such accommodations, consistent with the spirit and mutual intent of the parties in this Agreement. After the deficiencies are remedied, the Escrow Agent shall proceed with Parcel B Closing as soon as possible. Notwithstanding the foregoing, the County may terminate this Agreement, upon notice thereof to City, without any cost or penalty if the deficiencies are not remedied to the County’s satisfaction.

C. Conditions of Parcel B Closing. Parcel B Closing is conditioned upon satisfaction of the following terms and conditions within the times designated below.

(1) City's Conditions of Parcel B Closing. City's obligation to proceed with Parcel B Closing is subject to the fulfillment by County, or waiver by City, of each and all of the conditions precedent, described below ("City Conditions of Closing for Transferring Parcel B"), which are solely for the benefit of City, and which shall be fulfilled by County, or waived in writing by City, by the time periods provided for herein:

(a) No Default. Prior to the Close of Escrow B, County shall not be in default in any of its obligations under the terms hereof, and all representations and warranties of County contained herein shall be true and correct in all material respects.

(b) Execution of Documents. County shall have executed the grant deed for the Parcel A conveyance to City, and deposited that grant deed in the separate, independent Escrow A created by this Agreement. County shall have executed and deposited any other documents required hereunder for such transfer and delivered such documents into Escrow A.

(c) Payment of Funds. Prior to Parcel B Closing, County shall have deposited the costs of Parcel B Closing, payable by County into Escrow B, in accordance with Section 1.3 hereof.

(2) County's Conditions of Parcel B Closing. County's obligation to proceed with Parcel B Closing is subject to the fulfillment by City, or waiver by County, of each and all of the conditions precedent, described below ("County Conditions of Closing for Acquiring Parcel B"), which are solely for the benefit of County, and which shall be fulfilled by City, or waived in writing by County, by the time periods provided for herein:

(a) No Default. Prior to the Close of Escrow B, City shall not be in default in any of its obligations under the terms hereof, and all representations and warranties of City contained herein shall be true and correct in all material respects.

(b) Execution of Documents. City shall have executed the grant deed for the Parcel B conveyance to County and any other documents required hereunder for such transfer, and delivered such documents into Escrow B.

(c) Review and Approval of Title. County shall have reviewed and approved the condition of title of Parcel B, as provided in Section 1.5 hereof.

(d) Title Policy. The Title Company shall, upon payment of Title Company's regularly scheduled premium, have agreed to provide to County the Title Policy for Parcel B upon Close of Escrow B, in accordance with Section 1.6 hereof.

(e) Legal Parcel. An acceptable instrument adjusting the existing parcel configuration for the Landmark Square Property, creating a legal Parcel B, of the minimum size specified herein, and to accommodate the footprint of the New Library, to be conveyed to County, as provided herein, has been recorded by, or is ready to record with the Fresno County Recorder

concurrently with Close of Escrow B, provided that the recordation of such instrument with the Fresno County Recorder shall be recorded prior to the recordation of the grant deed for Parcel B.

(f) Title Examination and Land Examination. There are no changes in the conditions that could have been discovered from Title Examination and the Land Examination during the Due Diligence Period.

(g) Remediation. County is satisfied with City's Remediation of any and all Hazardous Materials in, on, or under Parcel B, as required by this Agreement. However, County's satisfaction with City's Remediation of any and all Hazardous Materials up to the date of Close of Escrow B does not relieve the City of any obligation for future Remediation of Hazardous Materials that arise later as a result of conditions present at the time of transfer.

D. Representations and Warranties.

(1) City Representations. City represents and warrants to County as follows:

(a) Authority. City has the full right, power and lawful authority to own, grant, transfer, and convey Parcel B, as provided herein, and undertake all of its obligations, as provided herein. The execution, performance, and delivery of this Agreement by City has been fully authorized by all requisite actions on the part of City, and City is not required to obtain the authorization, approval, consent, or other order of any other person or entity to do so.

(b) No Conflict. To the best of City's knowledge, City's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which City is a party or by which it is bound.

(c) Litigation. To the best of City's knowledge, there are no actions, suits, material claims, legal proceedings or any other proceedings pending or threatened against City contesting this Agreement or seeking to restrain or enjoin City's performance under this Agreement, or affecting Parcel B, or any portion thereof, at law or in equity, that may be before any court or governmental agency, domestic or foreign.

(d) DeBenedetto Property Exchange Agreement. City represents to County that City has completed or will be completing City's obligations under the City of Clovis Real Property Exchange Agreement with DeBenedetto Properties Ltd., dated December 12, 2016 (the "Property Exchange Agreement"), which agreement is on file with City and a copy thereof has been provided to County, provided however, any reference herein to the Property Exchange Agreement does not make the Property Exchange Agreement a part of this Agreement or otherwise obligate County under the terms or conditions thereof. Any remaining obligations to be performed under the Property Exchange Agreement will be completed in conjunction with, and not later than City's completion of construction of the City Facilities. Without limiting the generality of Sections 1.7.D.(1)(b) and 1.7.D.(1)(c), to the best of City's knowledge, after having undertaken a diligent investigation, there are no longer any disputes with DeBenedetto Properties relating to the Property Exchange Agreement, or otherwise relating to the Landmark Square Property, and there is nothing pending that will adversely affect the ability of City to perform its obligations under this Agreement, including the transfer of Parcel B, or any portion thereof, to County, and County's operation of the

New Library and use (including allowing use by the New Library's invitees) of Parcel B and the area covered by the easements referenced in Section 2.1(H) hereof.

(e) No City Bankruptcy. City is not the subject of a bankruptcy or other insolvency proceeding.

(f) Deliveries. All documents, instruments and other information delivered by City to County pursuant to this Agreement are, to the best of City's knowledge, true, correct and complete.

(g) Environmental Conditions. To the Best of City's knowledge, there are no surface or subsurface soil, water, mineral, chemical or environmental conditions presently, or with the passage of time (as to conditions existing at the date of execution of this Agreement), that will: (a) require any reporting to any governmental officers, agencies, or authorities having regulatory, oversight, or enforcement authority over the subject matter thereof; (b) constitute a nuisance, a risk to human health or safety, or a violation of any federal, state, or local environmental protection, maintenance, preservation or improvement statute, regulation, or ordinance; or (c) otherwise adversely affect or threaten to adversely affect the use and operation of the proposed New Library on Parcel B.

(h) Continuing Representations. Until Parcel B Closing, City shall, upon learning of any fact or condition that would cause any of the warranties and representations in this Section 1.7(D)(1) not to be true as of Closing, immediately give written notice of such fact or condition to County.

(i) Materiality. All of City's representations and warranties set forth in this Section 1.7(D)(1) are made with the acknowledgment that they are material, and with the intention that County shall rely upon them as inducements to enter into this Agreement and to perform its obligations hereunder and to close the transactions contemplated herein. These representations and warranties shall each survive the execution of this Agreement and Parcel B Closing.

(2) County Representations. County represents and warrants to City as follows:

(a) Authority. County has the full right, power and lawful authority to acquire and accept the conveyance and transfer of Parcel B, and undertake all of its obligations as provided herein. The execution, performance, and delivery of this Agreement by County has been fully authorized by all requisite actions on the part of County, and County is not required to obtain the authorization, approval, consent, or other order of any other person or entity to do so.

(b) No Conflict. To the best of County's knowledge, County's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which County is a party or by which it is bound.

(c) Continuing Representation. Until Parcel B Closing, County shall, upon learning of any fact or condition which would cause any of the warranties and representations

in this Section 1.7(D)(2) not to be true as of the Parcel B Closing, immediately give written notice of such fact or condition to City.

(d) Materiality. All of County's representations and warranties set forth in this Section 1.7(D)(2) are made with the acknowledgment that they are material, and with the intention that City shall rely upon them as inducements to enter into this Agreement and to perform its obligations hereunder and to close the transactions contemplated herein. These representations and warranties shall each survive the execution of this Agreement and Parcel B Closing.

1.8. Parcel A Escrow and Closing.

A. Parcel A Closing. County's transfer of Parcel A to City shall occur by Close of Escrow A after satisfaction of all of County Conditions of Closing for Transferring Parcel A (as defined in Section 1.8.C.(1) hereof) and all of City Conditions of Closing for Acquiring Parcel A (as defined in Section 1.8.C.(2) hereof), but in no event later than one hundred eighty (180) days after the completion of construction of the New Library ("Closing Deadline"), as evidenced by a recorded notice of completion ("Notice of Completion"), issued by the County of Fresno, and as further described in Part 2 hereof. The parties may extend the Parcel A Closing deadline by written agreement.

As provided in Section 1.2 hereof, Close of Escrow A shall mean the time and day the grant deed for Parcel A is recorded in the official records of the Fresno County Recorder.

B. Remedying Deficiencies. If Escrow A is not in the condition necessary to close by the Escrow A Closing Deadline, then the parties shall promptly meet and confer and diligently cooperate in good faith to remedy any deficiencies, and make such accommodations, consistent with the spirit and mutual intent of the parties in this Agreement. After the deficiencies are remedied, the Escrow Agent shall proceed with Closing of Escrow A as soon as possible.

C. Conditions of Parcel A Closing. Parcel A Closing is conditioned upon satisfaction of the following terms and conditions within the times designated below.

(1) County's Conditions of Parcel A Closing. County's obligation to proceed with Parcel A Closing is subject to the fulfillment by City, or waiver by County, of each and all of the conditions precedent, described below ("County Conditions of Closing for Transferring Parcel A"), which are solely for the benefit of County, and which shall be fulfilled by City, or waived in writing by County, by the time periods provided for herein:

(a) No Default. Prior to the Close of Escrow A, City shall not be in default in any of its obligations under the terms hereof, and all representations and warranties of City contained herein shall be true and correct in all material respects.

(b) Execution of Documents. City shall have executed any documents required hereunder, and delivered such documents into Escrow A.

(c) Payment of Funds. Prior to Parcel A Closing, City shall have deposited the costs of Parcel A Closing, payable by City, into Escrow A, in accordance with Section 1.3 hereof.

(2) City's Conditions of Parcel A Closing. City's obligation to proceed with Closing of its acquisition of Parcel A is subject to the fulfillment by County, or waiver by City, of each and all of the conditions precedent, described below ("City Conditions of Closing for Acquiring Parcel A"), which are solely for the benefit of City, and which shall be fulfilled by County, or waived in writing by City, by the time periods provided for herein:

(a) No Default. Prior to the Close of Escrow A, County shall not be in default in any of its obligations under the terms hereof, and all representations and warranties of County contained herein shall be true and correct in all material respects.

(b) Execution of Documents. County shall have executed the grant deed for Parcel A and any other documents required hereunder, and delivered such documents into Escrow A.

(c) Review and Approval of Title. City shall have reviewed and approved the condition of title of Parcel A, as provided in Section 1.4 hereof.

(d) Title Policy. The Title Company shall, upon payment of Title Company's regularly scheduled premium, have agreed to provide to City the Title Policy for Parcel A upon Close of Escrow A, in accordance with Section 1.6 hereof.

(e) Title Examination and Land Examination. There are no changes in the conditions that could have been discovered from Title Examination and the Land Examination during the Due Diligence Period.

D. Representations and Warranties.

(1) County Representations. County represents and warrants to City as follows:

(a) Authority. County has the full right, power, and lawful authority to own, grant, transfer, and convey Parcel A, including the Existing Library building and all improvements, and undertake all of its obligations as provided herein. The execution, performance, and delivery of this Agreement by County has been fully authorized by all requisite actions on the part of County, and County is not required to obtain the authorization, approval, consent, or other order of any other person or entity to do so.

(b) No Conflict. To the best of County's knowledge, County's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which County is a party or by which it is bound.

(c) Litigation. To the best of County's knowledge, there are no actions, suits, material claims, legal proceedings or any other proceedings pending or threatened against County contesting this Agreement or seeking to restrain or enjoin County's performance under this

Agreement, or affecting Parcel A, or any portion thereof, at law or in equity, before any court or governmental agency, domestic or foreign.

(d) No County Bankruptcy. County is not the subject of a bankruptcy or other insolvency proceeding.

(e) Deliveries. All documents, instruments and other information delivered by County to City pursuant to this Agreement are, to the best of County's knowledge, true, correct and complete.

(f) Continuing Representation. Until Parcel A Closing, County shall, upon learning of any fact or condition that would cause any of the warranties and representations in this Section 1.8(D)(1) not to be true as of Parcel A Closing, immediately give written notice of such fact or condition to City.

(g) Materiality. All of the representations and warranties set forth in this Section 1.8(D)(1) are made with the acknowledgment that they are material, and with the intention that City shall rely upon them as inducements to enter into this Agreement and to perform its obligations hereunder and to close the transactions contemplated herein. These representations and warranties shall each survive the execution of this Agreement and Parcel A Closing.

(2) City Representations. City represents and warrants to County as follows:

(a) Authority. City has the full right, power, and lawful authority to accept the conveyance and transfer of Parcel A, or any portion thereof, and undertake all obligations as provided herein and the execution, performance, and delivery of this Agreement by City has been fully authorized by all requisite actions on the part of City, and City is not required to obtain the authorization, approval, consent, or other order of any other person or entity to do so.

(b) No Conflict. To the best of City's knowledge, City's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which City is a party or by which it is bound.

(c) Continuing Representation. Until Parcel A Closing, City shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section not to be true as of the Parcel A Closing, immediately give written notice of such fact or condition to County.

(d) Materiality. All of the representations and warranties set forth in this Section 1.8(D)(2) are made with the acknowledgment that they are material, and with the intention that County shall rely upon them as inducements to enter into this Agreement and to perform its obligations hereunder and to close the transactions contemplated herein. These representations and warranties shall each survive the execution of this Agreement and Parcel A Closing.

1.9. Broker Fees and Commissions. The parties acknowledge and represent to each other that no brokers are involved in the transfer of either Parcel B to County or Parcel A to City, and no broker commissions shall be due.

PART 2 – CONSTRUCTION AND USE OF LIBRARY

2.1. City Obligations.

A. Public Utility Easement. Prior to initiating construction of Library, City shall dedicate a public utility easement to Pacific Gas & Electric (PG&E) Company for purposes of locating and maintaining Library electrical utilities, as depicted in Exhibit G.

B. Parcel B Rough Grading. City prepared a rough graded pad for the entirety of Parcel B at the same time of City's grading of the remaining Landmark Square Property, all of which City represents are in accordance with City's approved construction plans for the Landmark Square Property. City is solely responsible for the costs of rough grading Parcel B. City shall provide a pad certification for the constructed pad on the as-built plans and shall provide a compaction test report for the rough grading pad executed by a licensed State of California Geotechnical Engineer, addressed to County and County's construction contractor for the New Library Facility, and elevations suitable for the New Library facility that County's construction contractor can rely upon.

C. On-site Water and Sewer Utilities. City shall construct, at City's sole cost and expense, sewer and water service laterals adequate to meet Library's water and sewer demands stubbed up to the Parcel B property line for the New Library, as depicted in **Exhibit E**. Sewer and water utilities shall be constructed by City in accordance with, and in conjunction with, City's approved construction plans for the Landmark Square Property and City Facilities. City's maintenance obligations under this Section 2.1(C) shall be in effect so long as Parcel B is used for a Fresno County Library-Clovis Regional Branch. County shall maintain City-constructed sewer and water laterals that serve New Library, as noted in Exhibit E.

D. Common Improvements; parking facilities.

(1) Construction. City shall construct and maintain, at City's sole cost and expense, Landmark Square Property common area improvements as shown in **Exhibit D**, consisting of: parking facilities (to be available for non-exclusive use by Library users); storm drainage improvements; driveways; sidewalks; trail improvements; landscaping, and lighting (collectively, the "Common Improvements").

(2) Maintenance. City shall maintain, at City's sole cost and expense, all the Common Improvements and any other common area improvements described in this Agreement. The Common Improvements shall be maintained in accordance with City standards for the maintenance of City public facilities of like kind. City's maintenance obligations under this Section 2.1(D)(2) shall be in effect so long as Parcel B is or will be used for a Fresno County Library-Clovis Regional Branch.

E. Reserved.

F. City Development Impact Fees. City shall pay all City development impact fees that are required for the construction of the New Library.

G. Parking Lot Signage. City agrees to post and maintain “No Overnight Parking” signs on the Landmark Square Property parking lots serving the New Library.

H. Easement. City shall grant to County an easement to use driveways, parking lots, and sidewalks, within the Landmark Square Property to access Parcel B. Access shall be in the same manner that the facilities are customarily used by Library staff and users. Access shall be for use by County and the New Library’s invitees, either by walking or using vehicles, or other mode of transportation, to walk upon and through, park upon, drive through, and have egress and ingress from the public streets adjoining the Landmark Square Property. Such easement shall be in the form attached as **Exhibit F**, and recorded concurrently in the official records of the Fresno County Recorder with the recording of the grant deed for Parcel B at the Close of Escrow B.

2.2. County Obligations.

A. Construction of New Library. County shall construct the New Library on Parcel B, consisting of approximately 26,270 square feet. Except as otherwise provided in this Agreement, all of the costs of design, construction documentation, bidding, construction, construction management and furnishing the New Library, including permit requirements and fees required by the City, County, or other public agency, shall be borne solely by County. The timing for construction of the New Library shall be as set forth in Section 2.4.

B. Electrical and Gas Service. County shall be responsible for obtaining design of electrical and gas service for New Library from Pacific Gas and Electric (“PG&E”), and installing said services in conjunction with its construction of the New Library.

2.3 Maintenance of Utilities and Services for New Library. County shall maintain, at its sole cost and expense, gas and electrical service and communication fiber on Parcel B for the New Library, and sewer and water laterals between the Parcel B property line and the main water and sewer service lines, as depicted in Exhibit E.

2.4 Timing for Completion of New Library; Continuing Operation of New Library.

A. Intent. Subject to Section 1.5B hereof, the intent of this Section 2.4 is to ensure that the New Library is timely constructed and maintained as a Fresno County Library-Clovis Regional Branch for the foreseeable future. City’s intent in donating Parcel B and the improvements identified in this Agreement, as well as constructing and maintaining the Common Improvements at its sole cost, is to ensure that a compatible public facility on the Landmark Square Property is maintained on the site. Both City and County and their constituents benefit from having the location of the New Library and City Facilities at the Landmark Square Property. After the transfer of Parcel B to County, should the County not complete construction of the New Library on Parcel B, or not continue to maintain the New Library on Parcel B, City and its constituents will be adversely affected. This includes the loss of valuable property and improvements exchanged with County for the specific purpose of the New Library.

B. Timing for Completion of the New Library. Construction of the City Facilities has commenced, and City represents that the City Facilities (Senior Activity Center and Transit Hub) are expected by City to be completed by November 15, 2023. Utilizing that date as a base, the

following timelines shall apply:

(1) Commencement of Construction. County shall be entitled to exclusive use of Parcel B during County's construction of the New Library. If County's contractors and subcontractors need or want to use the parking area during construction of the New Library, such County contractors or subcontractors shall enter into an agreement with City for that use. The parties agree to maintain regular communication during City's construction of the City Facilities so that County is ready to proceed once the City Facilities are completed. Prior to County's commencement of construction of the New Library, City shall deliver its recorded Notice of Completion for the City Facilities to County. County shall not commence construction of the New Library until County receives this Notice of Completion. County's contact for purpose of communication regarding construction of the New Library shall be the Public Works and Planning - Planning and Resource Management Officer. City's contact for purposes of communication regarding construction of the City Facilities shall be the City Engineer, or the City Engineer's designee.

(2) Completion of New Library. Provided that County acquires Parcel B, and provided that City completes construction for the City Facilities, as described in subsection 2.4(B)(1), County shall complete the New Library, as evidenced by a recorded Notice of Completion, within thirty-six (36) months of the Effective Date of this Agreement. Any extensions shall require City Council and Board of Supervisors approval, which approvals shall not be unreasonably withheld, conditioned, or delayed. Any requested single extension in excess of twelve (12) cumulative months shall be presumed to be unreasonable, provided however, nothing in this section 2.4(B) shall prohibit the parties from agreeing to any extensions in excess of twelve (12) cumulative months.

C. Abandonment of the Project Prior to Completion of New Library. Recognizing that this Agreement reflects a cooperative public project, if City believes that County has abandoned the Project prior to completion of the New Library (which completion would otherwise be evidenced by a recorded Notice of Completion), City may request County's Board of Supervisors to determine whether the Project has been abandoned. If County abandons the Project, as evidenced by the County's Board of Supervisors' abandonment of the project at a public meeting, for which at least fifteen (15) days' prior written notice thereof has been given to City, or City has otherwise requested County's Board of Supervisors' determination thereof, County agrees to transfer Parcel B back to City by grant deed, in as-is physical condition, and in the condition of title under Section 1.4 hereof, provided that if that abandonment occurs after any substantial value to Parcel B has been added by County's construction activities, City agrees to compensate County for any such increased substantial value created by County's construction activities ("Parcel B Construction Improvement Value") upon such transfer.

If the parties cannot agree on the Parcel B Construction Improvement Value within sixty (60) days of the County's abandonment of the project, the Parcel B Construction Improvement Value shall be established by a qualified MAI appraiser to be mutually agreed upon by both parties, and the County's transfer of Parcel B back to City under this Section 2.4(C)(1), and City's compensation therefor, shall promptly occur thereafter using such appraiser's opinion of value for the Parcel B Construction Improvement Value. Following these events, this Agreement shall terminate, and County shall have no duty to transfer Parcel A to City.

PART-3 - GENERAL PROVISIONS

3.1. Informal Dispute Resolution; Defaults and Remedies.

A. Disputes. The parties desire to strive for a harmonious relationship under this Agreement. To that end, the parties recognize that a cooperative approach, to the extent provided in this Section 3.1.A, reduces the potential for conflicts, and maximizes a positive result for the mutual benefit of the parties, and for the benefit of the public whom they both serve. Furthermore, because the parties are both local public entities, the parties have a mutually-desired goal of minimizing the parties' additional costs and expenses incurred, and public resources expended, in the dispute resolution process, including the time spent by their respective staff and attorneys in achieving a mutually-satisfactory resolution. Therefore, in the event that there is a dispute, the parties will use their good faith, best efforts to informally resolve their disputes arising out of this Agreement, toward a mutually-satisfactory resolution. Nothing contained in this Section 3.1.A. shall be interpreted to authorize or require the parties to suspend or delay any party's performance of its obligations under this Agreement or the resolution of a dispute. If disputes cannot be informally resolved within sixty (60) days of arising, the parties agree to mediate the dispute before pursuing their respective remedies under Section 3.1 hereof. The parties shall share equally in the costs of such mediation. Mediation shall be completed within one hundred twenty (120) days of the dispute arising.

B. Default Remedies. Subject to the extensions of time set forth in Section 3.3 hereof, and the informal dispute resolution process in Section 3.1.A hereof, failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written Notice of Default to the other party specifying the complained of Default. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party within sixty (60) days from receipt of such Notice immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with diligence.

C. Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Fresno, State of California, or in the District of the United States District Court in which such county is located.

D. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

E. No Waiver. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or

remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. Nor shall a waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

3.2. Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, document or other notice (“Notice”) which either party may desire, or may be required, as applicable, to give to the other party under this Agreement must be in writing and may be given by any commercially acceptable means to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice.

To City: City Manager
 City of Clovis
 1033 Fifth Street
 Clovis, California 93612
 Tel: (559) 324-2060
 Email: johnh@cityofclovis.com

To County: County Administrative Officer
 County of Fresno
 2281 Tulare Street
 Fresno, CA 93721
 Tel: (559) 600-1710
 Email: fresnocao@fresnocountyca.gov

Internal Services Department
 County of Fresno
 333 W Pontiac Way
 Clovis, CA 93612
 Tel: (559) 600-6200

Any Notice given must indicate that it is Notice given under this Section 3.2, and shall be deemed received: immediately if delivered by hand; 24 hours after delivery, with delivery fees paid, to a receipted, overnight delivery service such as Federal Express; effective when transmission to the recipient is completed (but, if such transmission is completed outside of County business hours, then such delivery is deemed to be effective at the next beginning of a County business day), provided that the sender maintains a machine record of the completed transmission, for email transmission; and on the fourth (4th) day from the date it is postmarked if delivered by registered or certified mail. Notwithstanding the foregoing, for overnight delivery and email delivery, if such delivery is not during the recipient party’s regular business hours, such time of delivery shall be deemed to be the immediately following business day of the recipient party at the time that the recipient party’s office for receiving any Notice is officially open to the public for conducting business. For all claims arising out of or related to this Agreement, nothing in this Section 3.2 establishes, waives, or modifies any claims presentation requirements or procedures provided by

law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

3.3. Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to: war; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; pandemic; acts of the public enemy; governmental restrictions or priority; litigation; acts or omissions of the other party; or acts or failures to act of any public or governmental agency or entity (other than the acts or failures to act of City and County which shall not excuse performance by City and County, but where any unreasonable delay by City and County on an action required by this Agreement shall toll the timeframes for an amount of time equal to such unreasonable delays). Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if Notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause.

3.4. Successors and Assigns. All of the terms, covenants, and conditions of this Agreement shall be binding upon the parties and their successors and assigns.

3.5. No Third-Party Beneficiaries. Notwithstanding anything to the contrary in this Agreement, there shall be no third-party beneficiaries of this Agreement.

3.6. City and County Approvals and Actions. City and County shall maintain authority over this Agreement, and the authority to implement this Agreement through the City Manager and County Administrative Officer (or their duly authorized representatives, respectively). The City Manager and County Administrative Officer shall have the authority, on behalf of his or her respective party, to make approvals, issue interpretations, waive provisions, and/or execute documents related to this Agreement on behalf of City and County, respectively, provided such actions do not materially or substantially change the uses or development contemplated by this Agreement. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action, and written consent of the City Council and County Board of Supervisors.

3.7. Integration. This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement, and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. This Agreement includes Exhibits A through F, which are attached to and incorporated herein.

3.8. Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing, and in each instance signed on behalf of each party by that party's duly authorized representative.

3.9. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

3.10. Legal Advice. Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

3.11. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, additional agreements.

3.12. Days. All references herein to days are to calendar days, unless otherwise expressly provided herein, and in the event the performance of an act by a party, the parties, or the Escrow Agent falls on a day other than a business day of the party, the parties, or the Escrow Agent, the act shall be performed on the immediately following business day of the party, the parties, or the Escrow Agent, as applicable. Nothing in this Section 3.12 alters the interpretation or application of Section 3.2 hereof.

3.13. Reserved.

3.14. Indemnification. Each party (the “Indemnifying Party”) agrees to indemnify, hold harmless and defend the other party, including its officers, agents, and employees (the “Indemnified Party”), from any and all loss, liability, costs and damages incurred by the Indemnified Party or any other person, and from any and all claims, demands and actions in law or equity (including attorney’s fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the negligent or wrongful acts or omissions of the Indemnifying Party in the performance of this Agreement.

In the event of concurrent negligence on the part of County or any of its officers, agents or employees, and City or any of its officers, agents, or employees, the liability for any and all such claims, demands and actions in law or equity for such losses, costs and damages shall be apportioned under the State of California's theory of comparative negligence, as presently established or as may be modified hereafter.

This Section 3.14 shall survive termination of this Agreement.

3.15. Environmental Indemnification. In addition to the provisions set forth in Section 3.14, hereof, but notwithstanding Section 1.1., hereof, City further covenants and agrees to protect, defend, indemnify, release (as provided in Section 3.16 hereof) and hold the County, including its officers, agents, and employees, harmless from and against, any and all losses and costs of

Remediation, as defined herein, (whether or not performed voluntarily), including attorney's fees and costs (whether or not legal or administrative action is brought), engineers' fees, environmental consultants' fees, and costs of investigation (including but not limited to sampling, testing and analysis of soil, water, air, building materials and other materials and substances whether solid, liquid or gas) imposed upon, incurred by, or asserted against, or otherwise sustained as losses, costs, fines, penalties, liabilities, levies, liens, damages, judgments, or settlements, including attorney's fees and costs (whether or not legal or administrative action is brought), by, the County or any of its officers, agents or employees, and directly or indirectly, whether actually or allegedly, arising out of or in any way relating to any one or more of the following:

a) any presence of any Hazardous Material (as defined in Section 1.5(C), hereof) in, on, above, or under Parcel B, whether or not known or unknown, foreseeable or unforeseeable, by the City as of the Effective Date;

b) any past, present, or threatened release of Hazardous Materials in, on, above, under, or from Parcel B, whether or not known or unknown, foreseeable or unforeseeable, by the City as of the Effective Date;

c) any use, treatment, storage, holding, existence, disposition or other release, generation, production, manufacturing, processing, refining, control, management, abatement, removal, handling on, or at, or transfer or transportation to or from, Parcel B of any Hazardous Materials at any time located in, under, or on Parcel B, whether or not known or unknown, foreseeable or unforeseeable, by the City as of the Effective Date;

d) any actual or proposed Remediation of any Hazardous Materials at any time located in, under, or on Parcel B, whether or not such Remediation is voluntary or pursuant to court or administrative order, including but not limited to any removal, remedial or corrective action;

e) any present non-compliance or violations of any Environmental Laws (or permits issued pursuant to any Environmental Laws) in connection with Parcel B or operations thereon, including but not limited to, any failure by City to comply with any order of any governmental authority in connection with any Environmental Laws, whether or not known or unknown, foreseeable or unforeseeable, by the City as of the Effective Date;

f) the imposition, recording, or filing of any Environmental Lien encumbering Parcel B;

g) any administrative processes or proceedings or judicial proceedings in any way connected with any matter addressed in this Agreement;

h) any act of City, its employees, contractors, agents, or assigns, in arranging for disposal or treatment, or arranging with a transporter for transport, disposal or treatment, of Hazardous Materials relating to Parcel B, at any disposal or treatment facilities, incineration vessels or sites owned or operated by a third party, and containing such or any similar Hazardous Materials;

i) any act of City, its employees, contractors, agents, or assigns, in accepting any Hazardous Materials for transport to disposal or treatment facilities, incineration vessels or sites

selected by City or such other users from which there is a release, or a threatened release of any Hazardous Material, which causes the incurrence of costs for Remediation;

j) any personal injury, wrongful death, or property or other damage arising under any statutory or common law or tort law theory by reason of the wrongful acts or omissions of City, its employees, contractors, agents, or assigns, or other user of Parcel B with respect to environmental matters, including but not limited to damages assessed for private or public nuisance, or for the conducting of an abnormally dangerous activity on or near Parcel B, whether or not known or unknown, foreseeable or unforeseeable, by the City as of the Effective Date;

k) any misrepresentation or inaccuracy in any representation or warranty in this Agreement, or material breach or failure to perform any covenants or other obligations of City pursuant to this Agreement; and/or

l) This Section 3.15 shall not apply to any violations of or non-compliance with any Environmental Laws (or permits issued pursuant to any Environmental Laws) by the County on Parcel B after the close of Escrow B.

This Section 3.15 shall survive termination of this Agreement.

3.16. Release and Section 1542 Waiver. In giving the general release in Section 3.15 hereof, which includes claims which may be unknown to City at present, City acknowledges that City has read and understand Section 1542 of the California Civil Code, which reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

Provided however, the foregoing provision shall not be deemed to turn the specific release in Section 3.15 hereof into a general release.

City expressly waives rights and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, that is similar, comparable or equivalent in effect to Section 1542 of the California Civil Code.

City may hereafter discover facts in addition to or different from those that City now knows or believes to be true with respect to the subject matter of the release under Section 3.15 hereof, but City shall, with respect to Section 3.15 hereof, expressly have, upon the Effective Date, fully, finally and forever released County, including its officers, agents, and employees, from any and all claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, that now exist or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts.

City acknowledges that the foregoing waiver in this Section 3.16 was separately bargained for and a key element of Section 3.15 hereof, of which the release contained therein is a part.

City expressly waives and relinquish all rights and benefits under this Section 3.16, and any law of any other jurisdiction of similar effect with respect to my release of claims, including but not limited to any unknown or unsuspected claims hereof.

_____ City Initials

This Section 3.16 shall survive termination of this Agreement.

3.17. Counterparts. This Agreement may be executed by the Parties in different counterparts, all of which together shall constitute one agreement, even though all Parties may not have signed the same document..

3.18. Use of Electronic Signatures. The parties agree that this Agreement may be executed by electronic signature as provided in this section. An “electronic signature” means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

3.19. Recordation. The parties shall join in the execution of a memorandum or short form of this Agreement for recording purposes on Parcel B. The memorandum or short form of Agreement shall incorporate this Agreement by reference, and shall describe the parties and the material terms hereof.

[Signatures follow on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Fresno County, State of California, effective on the date set forth above.

COUNTY OF FRESNO, a Political Subdivision of the State of California (“County”)

CITY OF CLOVIS, a Municipal Corporation of the State of California (“City”)

By: _____
Nathan Magsig, Chairman
Board of Supervisors

By: _____
Lynne Ashbeck, Mayor
City of Clovis

ATTEST:

ATTEST:

BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

KAREY CHA
City Clerk

By: _____
KAREY CHA, City Clerk

Clerk to the Board of Supervisors

By: _____
Deputy

REVIEWED AND RECOMMENDED FOR APPROVAL:

JOHN HOLT
City Manager

By: _____
John Holt, City Manager

APPROVED AS TO LEGAL FORM:

SCOTT G. CROSS
City Attorney

By: _____
Scott G. Cross, City Attorney

Exhibit A Existing Library Property Map

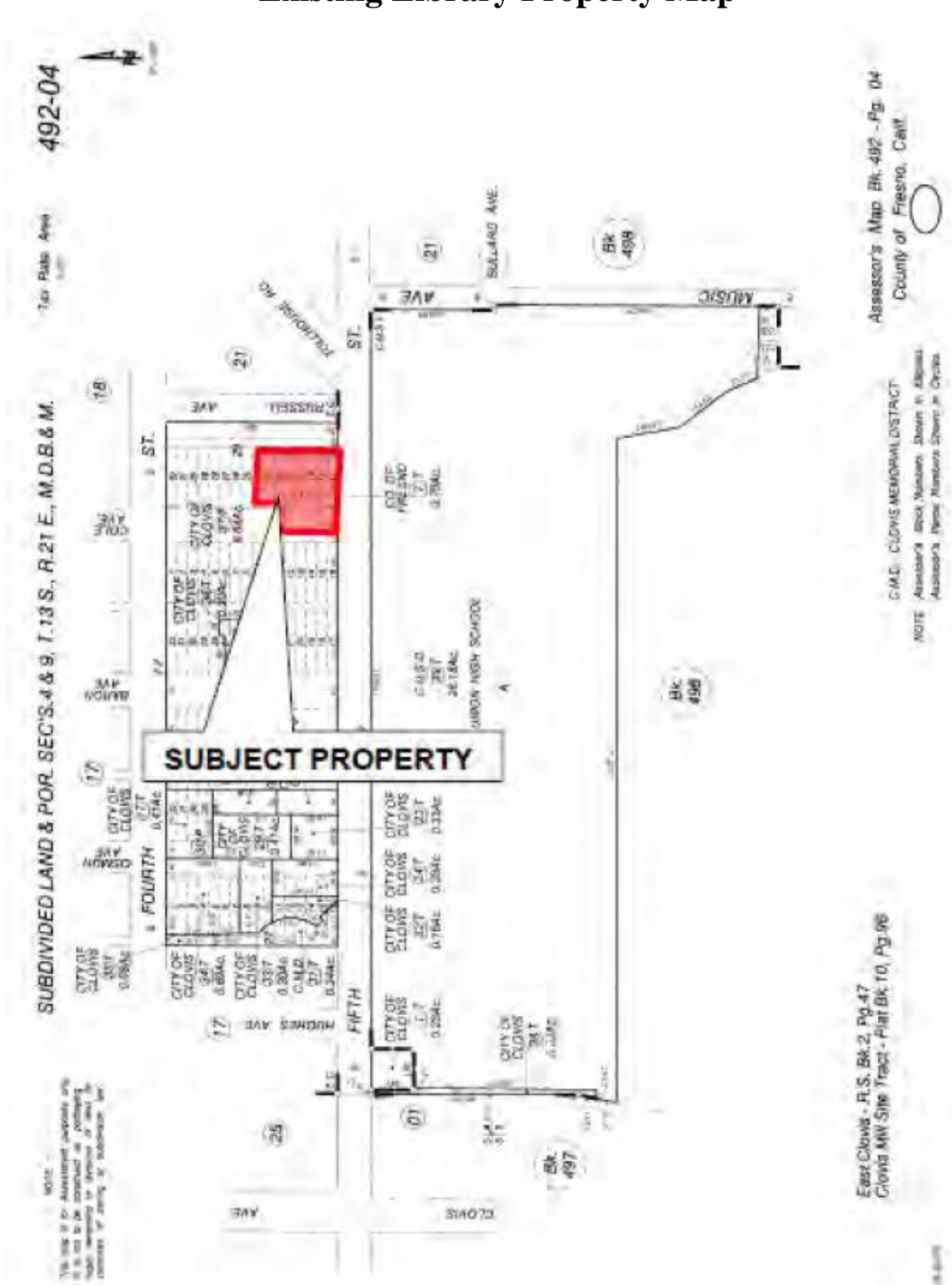


Exhibit A Continued Existing Library Property Legal Description

THAT CERTAIN PORTION OF REAL PROPERTY LOCATED IN THE
CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA, AND MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

That portion of Blocks 25 and 29 of the Town of East Clovis according to the map thereof recorded in Book 2, page 47 of Record of Surveys, Fresno County Records, together with that portion of Cole Avenue lying between said Blocks 25 and 29 which would pass by reason of the abandonment thereof as disclosed in that certain order of the City Council of the City of Clovis, recorded February 10, 1928 in Book 873, page 233 of the Official Records of Fresno County described as follows:

Beginning at a point on the south line of said Town of East Clovis which is 147.0 feet westerly of the southwest corner of Lot 12 of Highway School Park according to the map thereof recorded in Book 11, page 78 of Record of Surveys, Fresno County Records; thence northerly along a line parallel with the west line of said High School Park a distance of 191.0 feet; thence westerly along a line parallel with the south line of said Town of East Clovis a distance of 121.0 feet; thence southerly along a line parallel with the west line of said High School Park a distance of 48.0 feet; thence westerly along a line parallel with the south line of said Town of East Clovis a distance of 60.0 feet; thence southwesterly to a point which is 348.0 feet westerly of the west line of said High School Park and 123.0 feet northerly of the South line of said Town of East Clovis; thence southerly along a line parallel with the west line of said High School Park a distance of 123.0 feet to the south line of said Town of East Clovis; thence easterly along the south line of said Town of East Clovis a distance of 201.0 feet to the point of beginning.

Exhibit B Continued
Landmark Square Property Description for
Parcel B (New Library Property)

Parcel B

That portion of Parcel Map No. PM 2016-04 according to the map recorded June 26, 2017 in Book 74 of Parcel Maps at pages 16 and 17, Fresno County Records and Certificate of Correction recorded February 1, 2019 as Document No. 2019-0010952, Official Records Fresno County, described as follows:

BEGINNING at the Northwest Corner of said Parcel Map No. PM 2016-04; thence South 0°32'18" East along the West Line of said Parcel Map, a distance of 180.57 feet; thence South 89°30'27" East parallel with the South Line of said Parcel Map, a distance of 275.46 feet; thence North 0°29'33" East, a distance of 180.90 feet to the North Line of said Parcel Map; thence North 89°34'56" West along said North Line, a distance of 278.71 feet to the Point of Beginning.

Containing 1.15 acres more or less.

EXHIBIT C

Final Site Plan and Configuration of Library Parcel

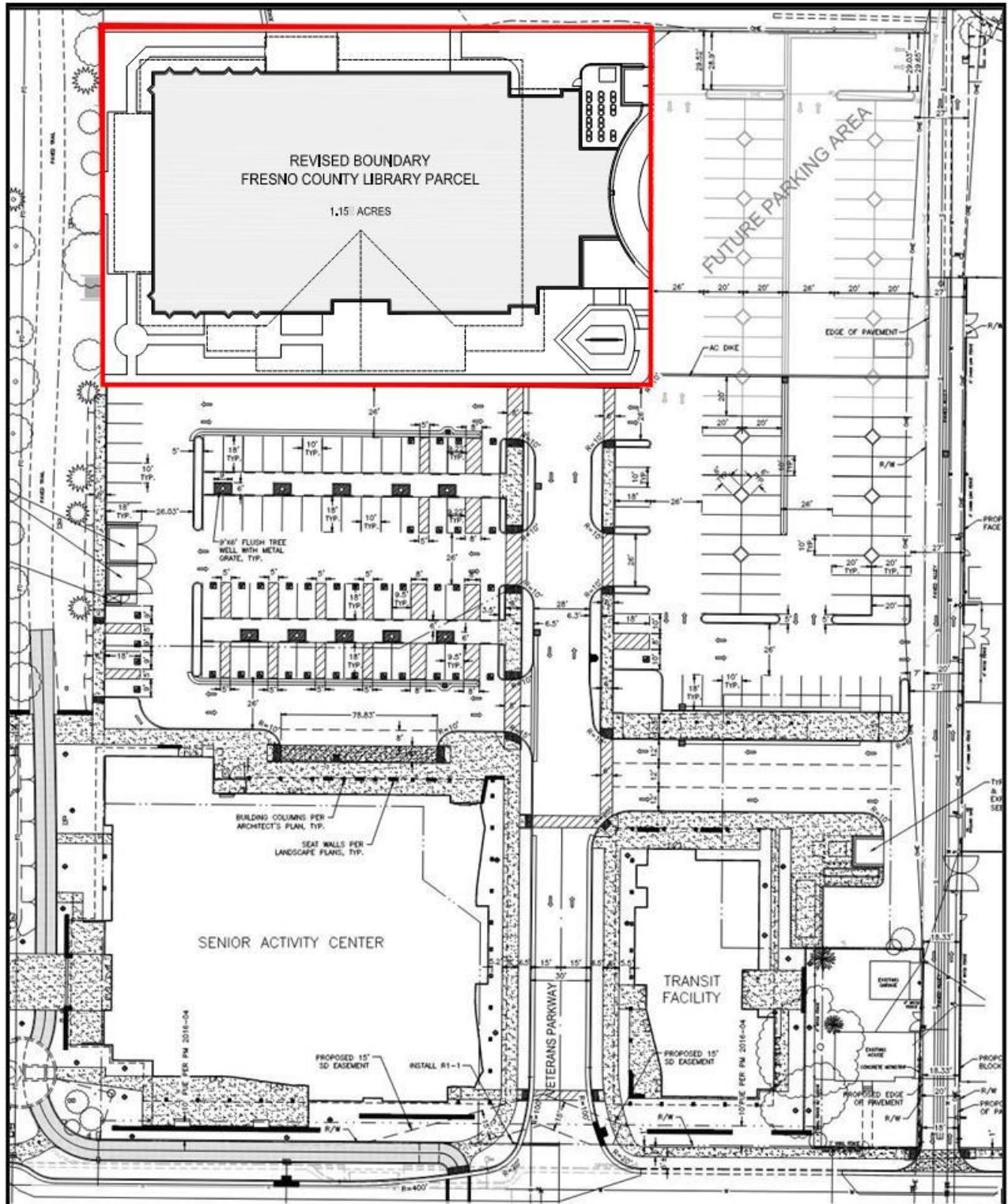


EXHIBIT D

Common Improvements - Improvements to be Constructed by City

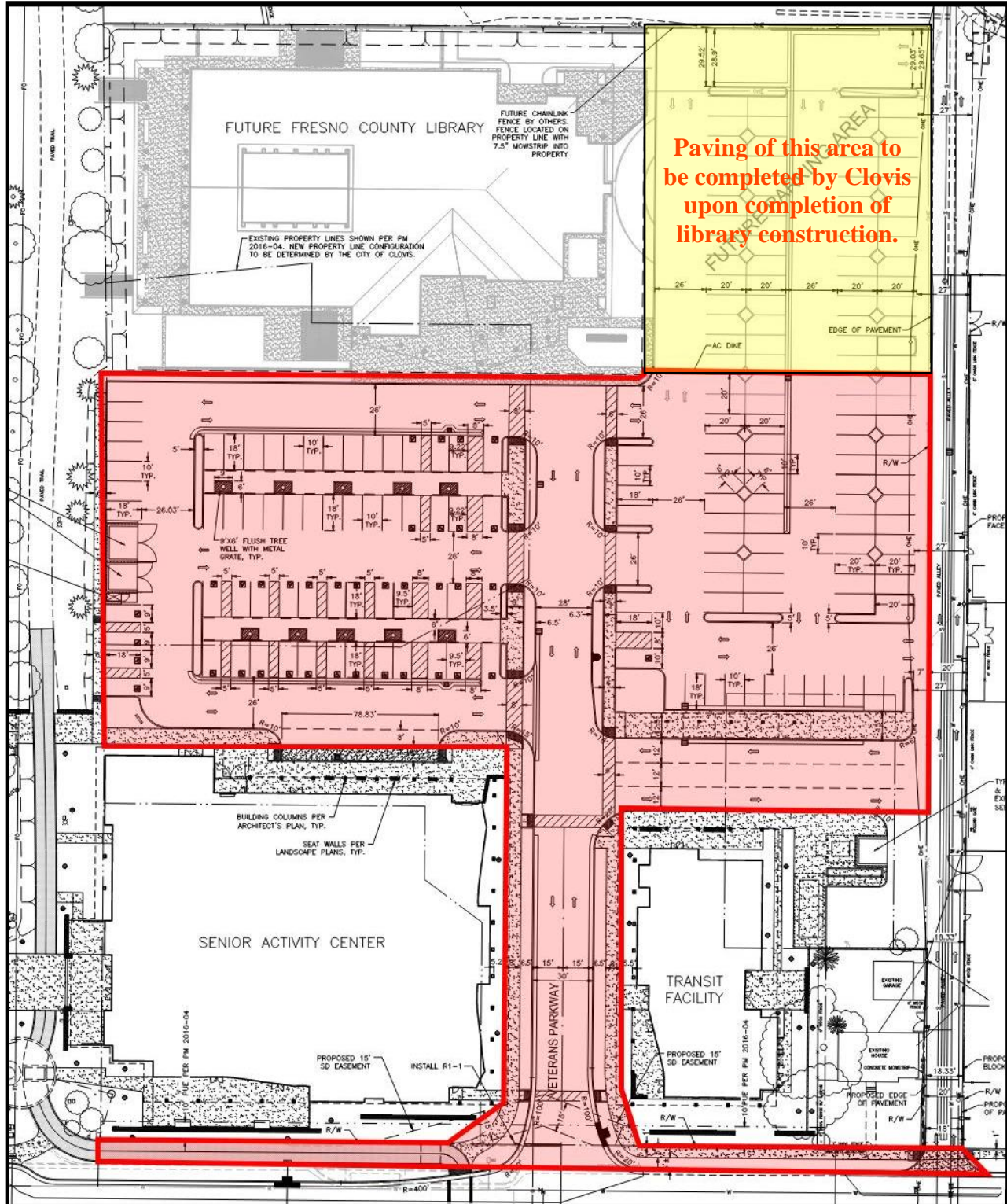


EXHIBIT E

Library Sewer and Water Service Laterals

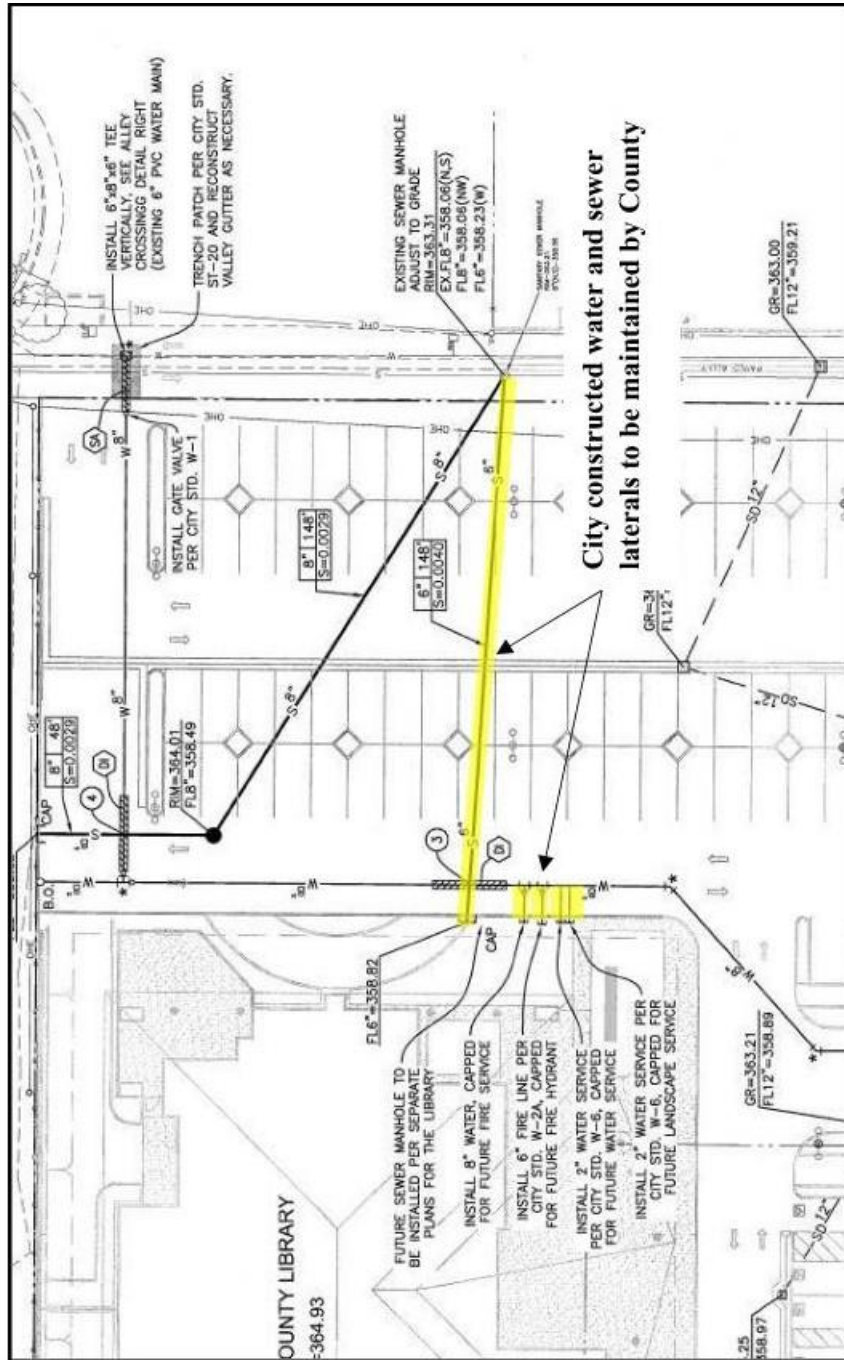


EXHIBIT F
Grant of Parking and Access Easement

FOR THE BENEFIT OF THE CITY OF CLOVIS

WHEN RECORDED RETURN TO
AND RECORDING REQUESTED BY:

Planning and Development Services
Engineering Division
City of Clovis
1033 Fifth Street
Clovis, CA 93612

APN: 492-131-25ST
ADDRESS: 765 Third Street
PROJECT: SPR 2019-019

GRANT OF PARKING AND ACCESS EASEMENT
COUNTY OF FRESNO LIBRARY AT LANDMARK SQUARE

THIS GRANT OF PARKING AND ACCESS EASEMENT (“Easement”) is made this day of _____, 2024, by the City of Clovis, a California general law city and municipal corporation (together with its designees, successors, and/or assigns, “City”), in favor of the County of Fresno, a political subdivision of the State of California (“County”).

RECITALS

- A. WHEREAS, County is the owner of the real property described as Parcel B of City of Clovis PME 2023-007, recorded as Document 2024-XXXXXXX, Fresno County Records (“County Property”); and
- B. WHEREAS, City is the owner of the real property described as Parcel A of City of Clovis PME 2023-007, recorded as Document 2024-XXXXXXX, Fresno County Records (“City Property”); and
- C. WHEREAS, County desires to obtain ingress, egress, and parking from City over and upon the City Property; and

- D. WHEREAS, City is willing to grant such easement for ingress, egress, and parking for the mutual benefit of the County and the City.

NOW, THEREFORE, City hereby grants as follows:

COVENANTS, CONDITIONS, AND RESTRICTIONS

1. City hereby irrevocably establishes in favor of, and grants to County, including its contractors, officers, agents, invitees, representatives, guests, customers, patrons, licensees, and employees (collectively, "County Parties") a non-exclusive and perpetual access easement for ingress, egress, and parking of vehicular and pedestrian traffic on, over, and across all traffic lanes, curb cuts, parking stalls, and common areas on the City Property, APN 492-131-25ST, as designated in Exhibit A, attached and incorporated by this reference ("Easement Areas").
2. The Easement shall be appurtenant to the County Property, APN 492-131-23ST.
3. No act, delay in acting, failure to act, or particular or partial exercise of any rights, under this Easement, and the rights granted herein, by County and/or any of the other County Parties shall be deemed to (i) constitute an abandonment, surrender, termination, waiver, or release of, or limitation on, this Easement, and the right granted herein, or (ii) impair, terminate, or otherwise affect the validity or effectiveness of this Easement, and the right granted herein. Nonuse, limited use, or intermittent use of this Easement, and the rights granted herein, for any duration shall not preclude or otherwise limit any future use of the entire scope of this Easement, and the rights granted herein.
4. This Easement shall be binding upon the City and the County, their respective successors, successors in title, and assigns, and shall inure to the benefit of and bind the respective parcels described herein of said parties, and shall be effective upon recordation of this Easement against the City Property in the official records of the Fresno County Recorder ("Effective Time and Date").
5. City represents, covenants, and warrants to County that (a) the person executing this Easement on behalf of City has full power and authority to execute and deliver this Easement to County; (b) City has full power and authority to authorize County to record this Easement against the City Property in the official records of the Fresno County Recorder, as provided herein; and (c) notwithstanding anything to the contrary in this Easement, (i) as of the Effective Time and Date, the City Property was free and clear

from any and all agreements, instruments, or documents, whether unrecorded or recorded against the City Property in the official records of the Fresno County Recorder, that allow, grant, confer, convey, ratify, confirm (or otherwise promise or agree to any of the foregoing), or create or assert any claim to any right, title, or interest in or to the City Property, or any portion thereof, including without limitation any and all encumbrances, that unreasonably interfere or would unreasonably interfere with this Easement, and the rights granted herein, (ii) City has not allowed, granted, conferred, conveyed, ratified, confirmed (or otherwise promised or agreed to any of the foregoing), will not allow, grant, confer, convey, ratify, confirm (or otherwise promise or agree to any of the foregoing), and will prohibit any person or entity from creating or asserting any claim to, any right, title, or interest in or to, the City Property, or any portion thereof, including without limitation any and all encumbrances, that unreasonably interfere or would unreasonably interfere with this Easement, and the rights granted herein, and (iii) in the event of such unreasonable interference, City shall, at its own cost, promptly, to the extent reasonably necessary, eliminate or modify such unreasonable interference to the reasonable satisfaction of County, so that such interference is only a reasonable interference with this Easement, and the rights granted herein; provided however, County acknowledges that City may not disallow or prohibit a governmental authority from exercising its sovereign right of eminent domain, and therefore, no representation, covenant, or warranty is given in subsection 5(iii) hereof as to the disallowance or prohibition of such governmental authority's exercise of such right.

6. City shall not, at any time, erect, construct, or install or cause to be erected, constructed or installed, any buildings, structures, dwelling, facilities, utility lines, improvements or other obstructions of any kind or nature whatsoever on, under, over across or through the Easement Areas that would impair County's use of this Easement.
7. This Easement shall not be modified except upon a written amendment approved by County and City. This Easement shall bind and inure to the benefit of the designees, successors, and/or assigns of the parties hereto.
8. This Easement may be executed in original counterparts, which taken together, shall constitute one and the same instrument.
9. This Easement, and the rights granted herein, shall be interpreted in accordance with the laws of the State of California. Any suits brought pursuant to this Easement shall be filed and heard in courts having jurisdiction and located in Fresno County, State of California.

- 10. Upon City's execution and delivery of this Easement to County, City agrees to County's immediate recordation of this Easement against the City Property in the official records of the Fresno County Recorder.
- 11. The title of and section headings used in this Easement are for the purpose of convenience only, and neither the title hereof nor any section heading hereof shall modify or be used to interpret the provisions of this Easement.
- 12. The Recitals above are incorporated herein by reference as though fully set forth herein.

IN WITNESS WHEREOF, the parties have executed this Easement the day and year written below.

CITY OF CLOVIS, a Municipal Corporation

COUNTY OF FRESNO

By: _____
John Holt
City Manager

Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

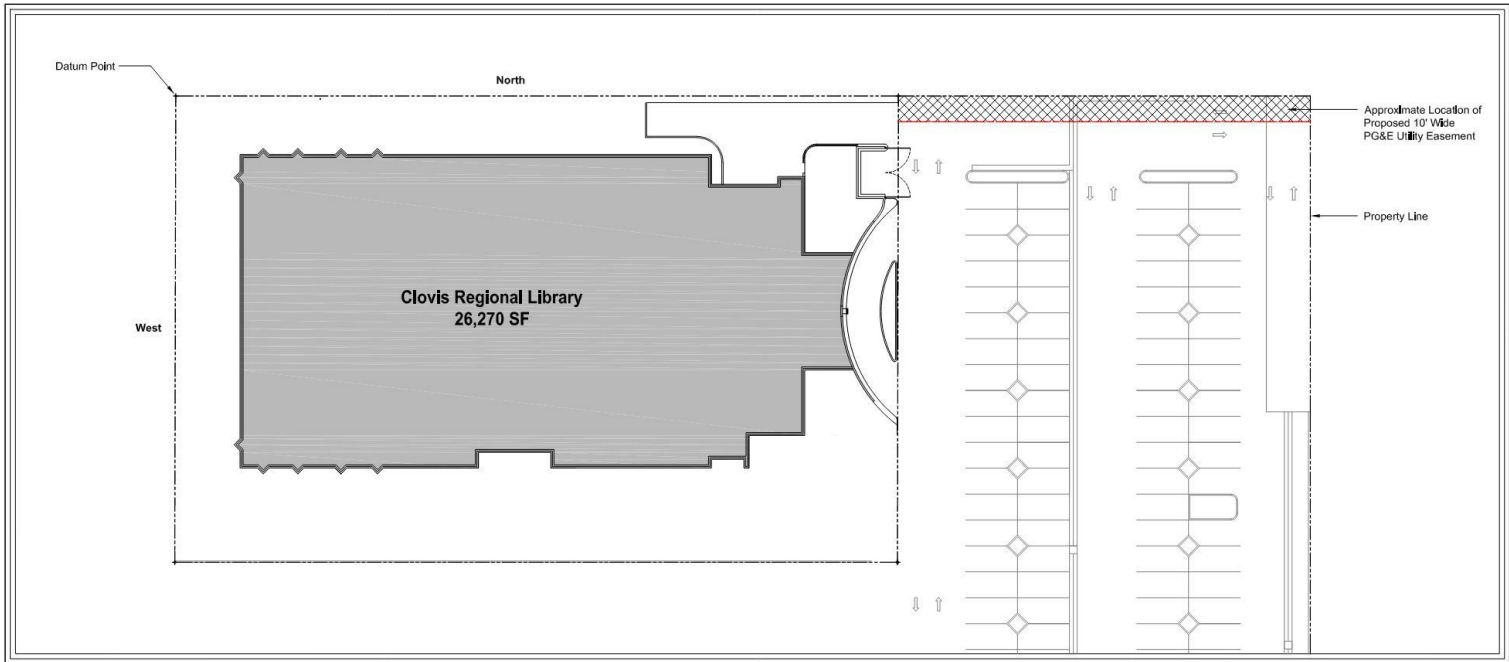
Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

Dated: _____, 2024

By: _____
Deputy

CITY TO ATTACH CERTIFICATE OF ACKNOWLEDGMENT
COUNTY TO ATTACH NOTARY ACKNOWLEDGMENT

EXHIBIT G Public Utility Easement





CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: January 16, 2024

SUBJECT: Consider – A Request from the County of Fresno for the City of Clovis to Permanently Supply a Water Service Connection to County Service Area (CSA) 10A.

Staff: Paul Armendariz, Assistant Public Utilities Director, and Thad Avery, City Engineer

Recommendation: Deny

ATTACHMENTS: 1. Letter from the County of Fresno Dated December 6, 2023, Requesting a Water Service Connection to CSA-10A

CONFLICT OF INTEREST

Public Utilities Director Scott Redelfs owns property within County Service Area (CSA) 10A and has not participated in the preparation or analysis of this project.

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) within the preceding 12 months (Government Code 84308).

RECOMMENDATION

For the City Council to consider the County's request for the City to provide a potable water service connection to County Service Area (CSA) 10A. Staff's recommendation is to deny this request.

EXECUTIVE SUMMARY

On December 6, 2023, staff received a letter from the County of Fresno, requesting the City of Clovis to provide a potable water service connection to CSA-10A. CSA-10A includes 29 rural residential homes on approximately 2-acre lots and is located on Leonard Avenue just south of Herndon Avenue, approximately one mile east of the City limits.

The CSA has its own community water system that is managed by the County and is permitted with the State Water Resources Control Board (SWRCB), Division of Drinking Water (DDW). In

2021, the SWRCB issued a drinking water Compliance Order due to one of two community wells in the CSA periodically exceeding the Nitrate Maximum Contaminant Level (MCL). The Order requires the County to submit a Corrective Action Plan identifying improvements to be made to the water system that will correct the water quality problems. The County has investigated drilling a new well, adding treatment, and connecting to the City's water system. The County has determined that a connection to the City's water system is the most sustainable, long-term solution for CSA-10A. The County has also reached out to the SWRCB, Division of Financial Assistant (DFA) and Division of Drinking Water (DDW) for grant funding opportunities supporting consolidation projects (larger water systems taking on smaller nearby systems). The SWRCB's practice is to recommend consolidation of water systems; however, it is not currently being mandated of the City. The County could also apply for grants to help fund an alternative project to address their Compliance Order.

BACKGROUND

CSA-10A is located in unincorporated Fresno County and is not within the City's sphere of influence. The City has a policy that water service connections are only allowed for parcels within City limits, and an exception requires Council approval. Staff has several concerns with the County's request. Some concerns are the availability of water supply (this area is outside the FID), using the City's firm water supply that is reserved for future growth, meeting State regulations for water conservation, needing to ensure there is no long-term burden being placed on the current rate payers, and setting a precedent for other properties outside of the City limits wanting to connect to the City's water system.

FISCAL IMPACT

There should be no financial impact to the City at this time. Should a water connection be approved, Staff would recommend that the County incur all costs associated with planning, engineering, constructing, and operating any water infrastructure required to support CSA-10A, including but limited to paying for the appropriate water connection and development fees and water utility rates.

REASON FOR RECOMMENDATION

The City is in receipt of a request from the County to provide water to CSA-10A and staff's recommendation is to deny this request. There are still many unknowns regarding impacts to the City water system, as well as the unfavorable precedent that could be set.

ACTIONS FOLLOWING APPROVAL

Staff will implement Council direction. Should the County's request be denied, no further action will be required at this time. Should the request be approved, staff will calculate the appropriate water fees and rates and will work with County staff on next steps.

Prepared by: Paul Armendariz, Assistant Public Utilities Director

Reviewed by: City Manager *JA*



County of Fresno

DEPARTMENT OF PUBLIC WORKS AND PLANNING
STEVEN E. WHITE, DIRECTOR

December 6, 2023

City of Clovis
John Holt
City Manager

Transmitted via e-mail to johnh@ci.clovis.ca.us

Subject: CSA 10A Water Service Connection Request

Dear Mr. Holt:

The County of Fresno (County) is requesting the City of Clovis (City) to provide a water service connection to County Service Area 10A (CSA 10A). County and City staff began discussing the possibility of connecting CSA 10A to the city water system in late 2021. During the summer of 2023 County staff met with City of Clovis staff to discuss the potential of connection to the city water system. Upon discussion, City staff directed the County staff to submit this formal request as the connection would require City Council action to be allowed.

CSA 10A, located at the intersection of Herndon Avenue and Leonard Avenue, operates a water system that provides water to 29 connections. The system consists of 2 groundwater supply wells, a water storage tank, and a water distribution site. Well #1 and Well #2 flows are approximately 50 gallons per minute (GPM) and 200 GPM respectively.

On March 8, 2021, the State Water Resources Control Board (SWRCB) issued Compliance order #03-23-21R-001 to CSA 10A due to Well #2 exceeding the Nitrate Maximum Contaminant Level (MCL). Well #2 is the highest producing well for CSA 10A. The County of Fresno Department of Public Works and Planning (County) retained Provost and Pritchard (P&P) to perform a cost analysis of alternative solutions to return to compliance. The two options analyzed were drilling a new well at new location selected by a hydrogeologist or connection to the City water distribution pipeline near Herndon Avenue and Locan Avenue. It was determined that, although drilling another well is possible, there is no guarantee that a new well would not have the same concentration level of Nitrate as the new well would be drilled in the vicinity of the existing well. While it is possible to treat water for Nitrate contamination, such treatment is costly and would be a financial burden to the 29 residences of CSA 10A.

Due to the constant variation in groundwater quality and the continuous increase of water quality regulation from the Regulatory Agencies, small water system like this one face many operational and maintenance challenges and have difficulty maintaining long-term compliance. Infrastructure projects are increasingly costly, the technical complexity of compliance grows, and economic constraints are especially onerous for these systems. For all these reasons, the Department and SWRCB have determined that connection to the City water system is the most sustainable, long-term solution for CSA 10A.

ADMINISTRATION

2220 Tulare Street, Eighth Floor / Fresno, California 93721 / Phone (559) 600-4078 / FAX (559) 600-4548
The County of Fresno is an Equal Employment Opportunity Employer

The County has coordinated the outcome of the cost analysis with the SWRCB, Division of Financial Assistance (DFA) and Division of Drinking Water (DDW). DFA reviews applications and provides funding for capital improvements that mitigate water risks and support human rights to water through the Drinking Water State Revolving Fund Program ([DWSRF](#)). DFA requires that all funding applicants (County) evaluate the feasibility of consolidation to be eligible for DWSRF construction funding.

The State Water Board believes that a consolidation/master meter connection with the City may be a feasible long-term solution for the water system. The State Water Board most recent [2023-24 Drinking Water DWSRF Intended Use Plan](#) (IUP) offers grant funding for non-disadvantaged community water systems to cover capital project cost. Additionally, there may be consolidation incentives for the receiving system (City) when participating in a consolidation voluntarily.

Should the Council approve the requested service connection for CSA 10A, the Resources Division within the Fresno County Department of Public Works and Planning would be responsible for enforcement of the City's watering policies as stated in the Municipal Code. The County would also adopt and enforce the City's water target goals and water use ordinances for CSA 10A.

The County is requesting this item be placed on the City Council Agenda for Consideration.

Sincerely,

Steve White

Digitally signed by Steve
White
Date: 2023.12.06
14:44:12 -08'00'

Steven E. White, Director
Department of Public Works and Planning County of Fresno

ADMINISTRATION

2220 Tulare Street, Eighth Floor / Fresno, California 93721 / Phone (559) 600-4078 / FAX (559) 600-4548
The County of Fresno is an Equal Employment Opportunity Employer



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council
 FROM: Administration
 DATE: January 16, 2024
 SUBJECT: Receive and File – Report on the National Community Survey results.

Staff: Chad McCollum, Economic Development, Housing and Communications Director

Recommendation: Receive and File

ATTACHMENTS: 1. National Community Survey for Clovis, CA, Report of Results, 2023

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) within the preceding 12 months (Government Code 84308).

RECOMMENDATION

That the City of Clovis receive and file the National Community Survey for Clovis, CA, Report of Results, 2023.

EXECUTIVE SUMMARY

The National Community Survey for Clovis, CA seeks to gauge public sentiment on issues related to the quality of life for residents of the City of Clovis. Results from the survey are included in this staff report as an attachment.

BACKGROUND

Every two years since 2013, the City of Clovis has partnered with the National Research Center/Polco to conduct a comprehensive, scientific survey of randomly selected residents. The survey focuses on the livability of Clovis, including public safety, utilities, economy, parks & recreation, etc., and how we compare to similar Cities.

Key Findings from the report:

Residents share a renewed appreciation for education, arts, and culture opportunities.

While results for Clovis' 2021 iteration of The National Community Survey showed a slight decline in resident sentiment toward educational and cultural opportunities (a common nationwide trend related to the COVID-19 pandemic), many of these ratings have rebounded in 2023. Assessments of the overall opportunities for education, culture, and the arts trended upwards from 61% excellent or good in 2021 to 71% in 2023. Public library services also garnered higher evaluations this year, with at least 8 in 10 respondents offering favorable marks. Similar increases were seen in ratings for K-12 education (86%) and adult educational opportunities (82%), both of which were higher than national benchmark comparisons, and the latter of which ranked 8th out of 300 comparison communities across the nation. Also scoring higher than national averages was the availability of affordable quality childcare/preschool (61%).

The Clovis economy continues to be a strength and an asset for residents.

The overall economic health of Clovis was positively rated by about 8 in 10 respondents, which trended upward by about 10% since 2021 and scored higher than national averages. Likewise, 8 in 10 residents also praised the overall quality of business and service establishments, as well as Clovis as a place to work, both ranking higher than national and custom benchmark comparisons. Around three-quarters of residents offered high marks to the vibrancy of Old Town/commercial areas, the variety of business and service establishments, and shopping opportunities, all of which exceeded benchmarks. Employment opportunities in Clovis also received higher-than-average marks, with 6 in 10 rating this item as excellent or good. Still, in response to a custom question developed by the City, 84% of residents said it was essential or very important for Clovis to focus on increasing employment opportunities. Similarly, respondents favorably evaluated economic development services in Clovis (70% excellent or good), surpassing national benchmarks, and 83% also prioritized economic development as an area for City investment moving forward.

Clovis' natural environment is highly valued by survey participants.

While 2021 saw a decline in ratings for the overall quality of the natural environment, 77% of respondents offered positive marks in 2023, representing an almost 10% increase since the previous survey. A similar upward trend was seen in evaluations for water resources, from 48% positive in 2021 to 58% this year. The largest shift in ratings occurred in residents' perceptions of air quality, with 40% positively reviewing this in 2023; while lower than the national average, this assessment increased by about 16% since 2021 and represents the highest rating recorded since surveying began in 2013. Other survey items in this facet remained strong and stable. Most residents gave high marks to yard waste pick-up services (86% positive and higher than the national benchmark). Three-quarters of respondents were pleased with Clovis' recycling services (77% positive) and the overall cleanliness of the City, both in line with comparison communities. At least half also offered positive reviews of Clovis open space and the preservation of natural areas. In addition, residents voiced support for continued focus on Clovis' natural environment. About 8 in 10 rated it essential or very important for the City to invest in parks/trails and to protect natural resources in Clovis, indicating that this area continues to be both a community asset and priority.

Residents place high importance on Clovis' community design, with particular focus on growth management and housing.

Survey items related to community design remained favorable and largely stable, with a few upward trends. Notably, the overall appearance of Clovis was rated positively by 85% of respondents, scoring higher than the national benchmark. Slight gains were seen in the preservation of the historical or cultural character of the community (80% positive and higher than the benchmark), as well as public places where people want to spend time (73%). Sentiments for the overall design or layout of residential and commercial areas held steady, with 7 in 10 rating this as excellent or good. Similarly, ratings leveled out for the overall quality of new development (61%) and the variety of housing options (50%), each maintaining stable scores this year after experiencing some declines from 2019 to 2021. Additionally, roughly 6 in 10 respondents highly evaluated the quality of well-planned residential growth and well-planned commercial growth, the latter of which exceeded national averages.

Despite these favorable assessments, around 8 in 10 residents labeled the facet of community design as an essential or very important area of focus. Respondents also reported high levels of importance for custom question items regarding community design, with a particular emphasis on growth and affordable housing. About 86% prioritized City investment in land use planning, and 77% deemed it essential or very important for Clovis to focus on planning, development, and growth management in the coming two years. Similarly, 77% of respondents considered City investment in affordable housing essential or very important; slightly fewer (73%) also said affordable housing was a major or moderate problem in the community, and 71% rated it essential or very important for Clovis to address affordable housing in the coming two years. Finally, residents were also given the opportunity to provide input on the amount of certain types of housing available in Clovis: the majority indicated that there were not enough housing options for young residents (67%) or for people experiencing homelessness (62%); at least half of respondents also reported a need for more low-income housing options, middle-income housing options, senior assisted living, and independent housing options for older adults.

FISCAL IMPACT

The City of Clovis budgets for this survey to be conducted every two years. Funds for the 2023 National Community Survey were budgeted in the 2023-2024 fiscal year budget.


REASON FOR RECOMMENDATION

The scientific survey has been conducted and analyzed. City Departments will utilize the information gathered in decision-making for the next two years.

ACTIONS FOLLOWING APPROVAL

Staff will file the report.

Prepared by: Chad McCollum, Economic Development, Housing and Communications Director

Reviewed by: City Manager 

Clovis, CA

The National Community Survey

Report of Results
2023

Report by:



Visit us online!
www.polco.us



National Research Center at Polco is a charter member of the AAPOR Transparency Initiative, providing clear disclosure of our sound and ethical survey research practices

About The NCS™

The National Community Survey™ (The NCS™) report is about the “livability” of Clovis. A livable community is a place that is not simply habitable, but that is desirable. It is not only where people do live, but where they want to live. The survey was developed by the experts from National Research Center at Polco.

Great communities are partnerships of the government, private sector, community-based organizations and residents, all geographically connected. The NCS captures residents’ opinions considering ten central facets of a community:



- Economy
- Mobility
- Community Design
- Utilities
- Safety
- Natural Environment
- Parks and Recreation
- Health and Wellness
- Education, Arts, and Culture
- Inclusivity and Engagement

The report provides the opinions of a representative sample of 394 residents of the City of Clovis collected from September 1st, 2023 to October 13th, 2023. The margin of error around any reported percentage is 5% for all respondents and the response rate for the 2023 survey was 13%. Survey results were weighted so that the demographic profile of respondents was representative of the demographic profile of adults in Clovis.



How the results are reported

For the most part, the percentages presented in the following tabs represent the “percent positive.” Most commonly, the percent positive is the combination of the top two most positive response options (i.e., excellent/good, very safe/somewhat safe, etc.). On many of the questions in the survey respondents may answer “don’t know.” The proportion of respondents giving this reply is shown in the full set of responses included in the tab “Complete data.” However, these responses have been removed from the analyses presented in most of the tabs. In other words, the tables and graphs display the responses from respondents who had an opinion about a specific item.

Comparisons to benchmarks

NRC’s database of comparative resident opinion is comprised of resident perspectives gathered in surveys from over 600 communities whose residents evaluated the same kinds of topics on The National Community Survey. The comparison evaluations are from the most recent survey completed in each community in the last five years. NRC adds the latest results quickly upon survey completion, keeping the benchmark data fresh and relevant. The communities in the database represent a wide geographic and population range. In each tab, Clovis’s results are noted as being “higher” than the benchmark, “lower” than the benchmark, or “similar” to the benchmark, meaning that the average rating given by Clovis residents is statistically similar to or different (greater or lesser) than the benchmark. Being rated as “higher” or “lower” than the benchmark means that Clovis’s average rating for a particular item was more than 10 points different than the benchmark. If a rating was “much higher” or “much lower,” then Clovis’s average rating was more than 20 points different when compared to the benchmark.

The survey was administered after the COVID-19 pandemic, a time of challenge for many local governments. While we provide comparisons to national benchmarks, it is important to note that much of the benchmark data was collected prior to or during the pandemic. This may impact how your City’s 2023 ratings compare to other communities’ ratings from the past five years.

Trends over time

Trend data for Clovis represent important comparison data and should be examined for improvements or declines*. Deviations from stable trends over time represent opportunities for understanding how local policies, programs, or public information may have affected residents' opinions. Changes between survey years have been noted with an arrow and the percent difference. If the difference is greater than seven percentage points between the 2021 and 2023 surveys, the change is statistically significant.

* In 2020, The NCS survey was updated to include new and refreshed items. Consequently, some of the trends may be impacted due to wording modifications that could have potentially altered the meaning of the item for the respondent.

Methods

Selecting survey recipients

All households within the City of Clovis were eligible to participate in the survey. A list of all households within the zip codes serving Clovis was purchased from Go-Dog Direct based on updated listings from the United States Postal Service. Since some of the zip codes that serve the City of Clovis households may also serve addresses that lie outside of the community, the exact geographic location of each housing unit was compared to community boundaries using the most current municipal boundary file. Addresses located outside of the City of Clovis boundaries were removed from the list of potential households to survey. Each address identified as being within city boundaries was further identified as being within one of the 3 areas. From that list, addresses were randomly selected as survey recipients, with multi-family housing units (defined as those with a unit number) sampled at a rate of 5:3 compared to single family housing units.

An individual within each household was selected using the birthday method. The birthday method selects a person within the household by asking the “person whose birthday has most recently passed” to complete the questionnaire. The underlying assumption in this method is that day of birth has no relationship to the way people respond to surveys. This instruction was contained in the introduction of the survey.

Conducting the survey

The 3,000 randomly selected households received mailings beginning on September 1st, 2023 and the survey remained open for 6 weeks. The first mailing was a postcard inviting the household to participate in the survey. The next mailing contained a cover letter with instructions, the survey questionnaire, and a postage-paid return envelope. A final reminder postcard was then sent to all randomly selected households. All mailings included a web link to give residents the opportunity to respond to the survey online. All follow-up mailings asked those who had not completed the survey to do so and those who had already done so to refrain from completing the survey again.

The survey was available in English, Spanish and Hmong. All mailings contained paragraphs in both languages instructing participants on how to complete the survey in their preferred language.

About 2% of the 3,000 mailed invitations or surveys were returned because the household address was vacant or the postal service was unable to deliver the survey as addressed. Of the remaining 2,930 households that received the invitations to participate, 394 completed the survey, providing an overall response rate of 13%. The response rate was calculated using AAPOR’s response rate #2* for mailed surveys of unnamed persons.

It is customary to describe the precision of estimates made from surveys by a “level of confidence” and accompanying “confidence interval” (or margin of error). A traditional level of confidence, and the one used here, is 95%. The 95% confidence interval can be any size and quantifies the sampling error or imprecision of the survey results because some residents’ opinions are relied on to estimate all residents’ opinions. The margin of error for the City of Clovis survey is no greater than plus or minus 5 percentage points around any given percent reported for all respondents (394 completed surveys).

In addition to the randomly selected “probability sample” of households, a link to an online open participation survey was publicized by the City of Clovis. The open participation survey was identical to the probability sample survey with two small updates; it included a map at the beginning asking where the respondent lives and a question about where they heard about the survey. The open participation survey was open to all city residents and became available on September 29th, 2023. The survey remained open for 2 weeks. The data presented in the following tabs exclude the open participation survey data, but a tab at the end provides the complete frequency of responses to questions by the open participation respondents.

Analyzing the data

Responses from mailed surveys were entered into an electronic dataset using a “key and verify” method, where all responses are entered twice and compared to each other. Any discrepancies were resolved in comparison to the original survey form. Range checks as well as other forms of quality control were also performed. Responses from surveys completed on Polco were downloaded and merged with the mailed survey responses.

The demographics of the survey respondents were compared to those found in the 2020 Census and 2022 American Community Survey estimates for adults in the City of Clovis. The primary objective of weighting survey data is to make the survey respondents reflective of the larger population of the community. The characteristics used for weighting were age, sex, race, Hispanic origin, housing type, housing tenure, and area. No adjustments were made for design effects. Weights were calculated using an iterative, multiplicative raking model known as the ANES Weighting Algorithm.* The results of the weighting scheme for the probability sample are presented in the following table.

NRC aligns demographic labels with those used by the U.S. Census for reporting purposes, when possible. Some categories (e.g., age, race/Hispanic origin, housing type, and length of residency) are combined into smaller subgroups.

		Unweighted	Weighted	Target*
Age	18-34	6%	29%	29%
	35-54	26%	36%	36%
	55+	68%	35%	35%
Area	Area 1	31%	21%	21%
	Area 2	31%	29%	29%
	Area 3	38%	50%	50%
Hispanic origin	No, not of Hispanic, Latino/a/x, or Spanish ..	81%	71%	71%
	Yes, I consider myself to be of Hispanic, La..	19%	29%	29%
Housing tenure	Own	78%	66%	66%
	Rent	22%	34%	34%
Housing type	Attached	20%	24%	24%
	Detached	80%	76%	76%
Race & Hispanic origin	Not white alone	35%	48%	48%
	White alone, not Hispanic or Latino	65%	52%	52%
Sex	Man	39%	48%	48%
	Woman	61%	52%	52%
Sex/age	Man 18-34	3%	14%	14%
	Man 35-54	10%	18%	18%
	Man 55+	25%	16%	16%
	Woman 18-34	4%	15%	15%
	Woman 35-54	16%	18%	18%
	Woman 55+	42%	19%	19%

The survey datasets were analyzed using all or some of a combination of the Statistical Package for the Social Sciences, Python and Tableau. For the most part, the percentages presented in the reports represent the “percent positive.” The percent positive is the combination of the top two most positive response options (i.e., excellent/good, very safe/somewhat safe, essential/very important, etc.), or, in the case of resident behaviors/participation, the percent positive represents the proportion of respondents indicating “yes” or participating in an activity at least once a month.

On many of the questions in the survey respondents may answer “don’t know.” The proportion of respondents giving this reply is shown in the full set of responses included in the tab “Complete data”. However, these responses have been removed from the analyses presented in the reports. In other words, the tables and graphs display the responses from respondents who had an opinion about a specific item.

Contact

The City of Clovis funded this research. Please contact Chad McCollum of the City of Clovis at cmccollum@cityofclovis.com if you have any questions about the survey.

Study Limitations

All public opinion research is subject to unmeasured error. While the methodologies employed for this survey were designed to minimize this error as much as possible, these other sources of potential error should be acknowledged, and can include non-response error, coverage error, recall bias and social desirability bias. Non-response error arises when those who were selected to participate in the survey did not do so, and may have different opinions or experiences that survey responders. For general resident surveys, where the results are meant to be generalized to the entire adult population living in households, the mailing lists based on the Delivery Sequence File from the United States Post Office may exclude certain types of housing units, such as those in multi-family buildings where mail is addressed to a named resident at the address rather than to a specific unit or where residents only receive their mail at a post office box and the geographic location of a residence cannot be determined, there may be a coverage error, although for most locations, this is minimal. Respondents may not perfectly remember their experiences in the past year (such as participation in social or civic events), and for some survey items they may answer in ways they think cast their responses in a more favorable light (recall bias and social desirability bias).

Survey Validity

See the Polco Knowledge Base article on survey validity at <https://info.polco.us/knowledge/statistical-vali>

* See AAPOR’s Standard Definitions for more information at <https://aapor.org/standards-and-ethics/standard-definitions/>

* Pasek, J. (2010). ANES Weighting Algorithm. Retrieved from <https://surveyinsights.org/wp-content/uploads/2014/07/Full-anesrake-paper.pdf>

* Targets come from the 2020 Census and 2022 American Community Survey

Key Findings

Residents share a renewed appreciation for education, arts, and culture opportunities.

While results for Clovis's 2021 iteration of The National Community Survey showed a slight decline in resident sentiment toward educational and cultural opportunities (a common nationwide trend related to the COVID-19 pandemic), many of these ratings have rebounded in 2023. Assessments of the overall opportunities for education, culture, and the arts trended upwards from 61% excellent or good in 2021 to 71% in 2023. Public library services also garnered higher evaluations this year, with at least 8 in 10 respondents offering favorable marks. Similar increases were seen in ratings for K-12 education (86%) and adult educational opportunities (82%), both of which were higher than national benchmark comparisons, and the latter of which ranked 8th out of 300 comparison communities across the nation. Also scoring higher than national averages was the availability of affordable quality childcare/preschool (61%).

The Clovis economy continues to be a strength and an asset for residents.

The overall economic health of Clovis was positively rated by about 8 in 10 respondents, which trended upward by about 10% since 2021 and scored higher than national averages. Likewise, 8 in 10 residents also praised the overall quality of business and service establishments, as well as Clovis as a place to work, both ranking higher than national and custom benchmark comparisons. Around three-quarters of residents offered high marks to the vibrancy of Old Town/commercial areas, the variety of business and service establishments, and shopping opportunities, all of which exceeded benchmarks. Employment opportunities in Clovis also received higher-than-average marks, with 6 in 10 rating this item as excellent or good. Still, in response to a custom question developed by the City, 84% of residents said it was essential or very important for Clovis to focus on increasing employment opportunities. Similarly, respondents favorably evaluated economic development services in Clovis (70% excellent or good), surpassing national benchmarks, and 83% also prioritized economic development as an area for City investment moving forward.

Clovis's natural environment is highly valued by survey participants.

While 2021 saw a decline in ratings for the overall quality of the natural environment, 77% of respondents offered positive marks in 2023, representing an almost 10% increase since the previous survey. A similar upward trend was seen in evaluations for water resources, from 48% positive in 2021 to 58% this year. The largest shift in ratings occurred in residents' perceptions of air quality, with 40% positively reviewing this in 2023; while lower than the national average, this assessment increased by about 16% since 2021 and represents the highest rating recorded since surveying began in 2013.

Other survey items in this facet remained strong and stable. Most residents gave high marks to yard waste pick-up services (86% positive and higher than the national benchmark). Three-quarters of respondents were pleased with Clovis's recycling services (77% positive) and the overall cleanliness of the city, both in line with comparison communities. At least half also offered positive reviews of Clovis open space and the preservation of natural areas. In addition, residents voiced support for continued focus on Clovis's natural environment. About 8 in 10 rated it essential or very important for the City to invest in parks/trails and to protect natural resources in Clovis, indicating that this area continues to be both a community asset and priority.

Residents place high importance on Clovis's community design, with particular focus on growth management and housing.

Survey items related to community design remained favorable and largely stable, with a few upward trends. Notably, the overall appearance of Clovis was rated positively by 85% of respondents, scoring higher than the national benchmark. Slight gains were seen in the preservation of the historical or cultural character of the community (80% positive and higher than the benchmark), as well as public places where people want to spend time (73%). Sentiments for the overall design or layout of residential and commercial areas held steady, with 7 in 10 rating this as excellent or good. Similarly, ratings leveled out for the overall quality of new development (61%) and the variety of housing options (50%), each maintaining stable scores this year after experiencing some declines from 2019 to 2021. Additionally, roughly 6 in 10 respondents highly evaluated the quality of well-planned residential growth and well-planned commercial growth, the latter of which exceeded national averages.

Despite these favorable assessments, around 8 in 10 residents labeled the facet of community design as an essential or very important area of focus. Respondents also reported high levels of importance for custom question items regarding community design, with a particular emphasis on growth and affordable housing. About 86% prioritized City investment in land use planning, and 77% deemed it essential or very important for Clovis to focus on planning, development, and growth management in the coming two years. Similarly, 77% of respondents considered City investment in affordable housing essential or very

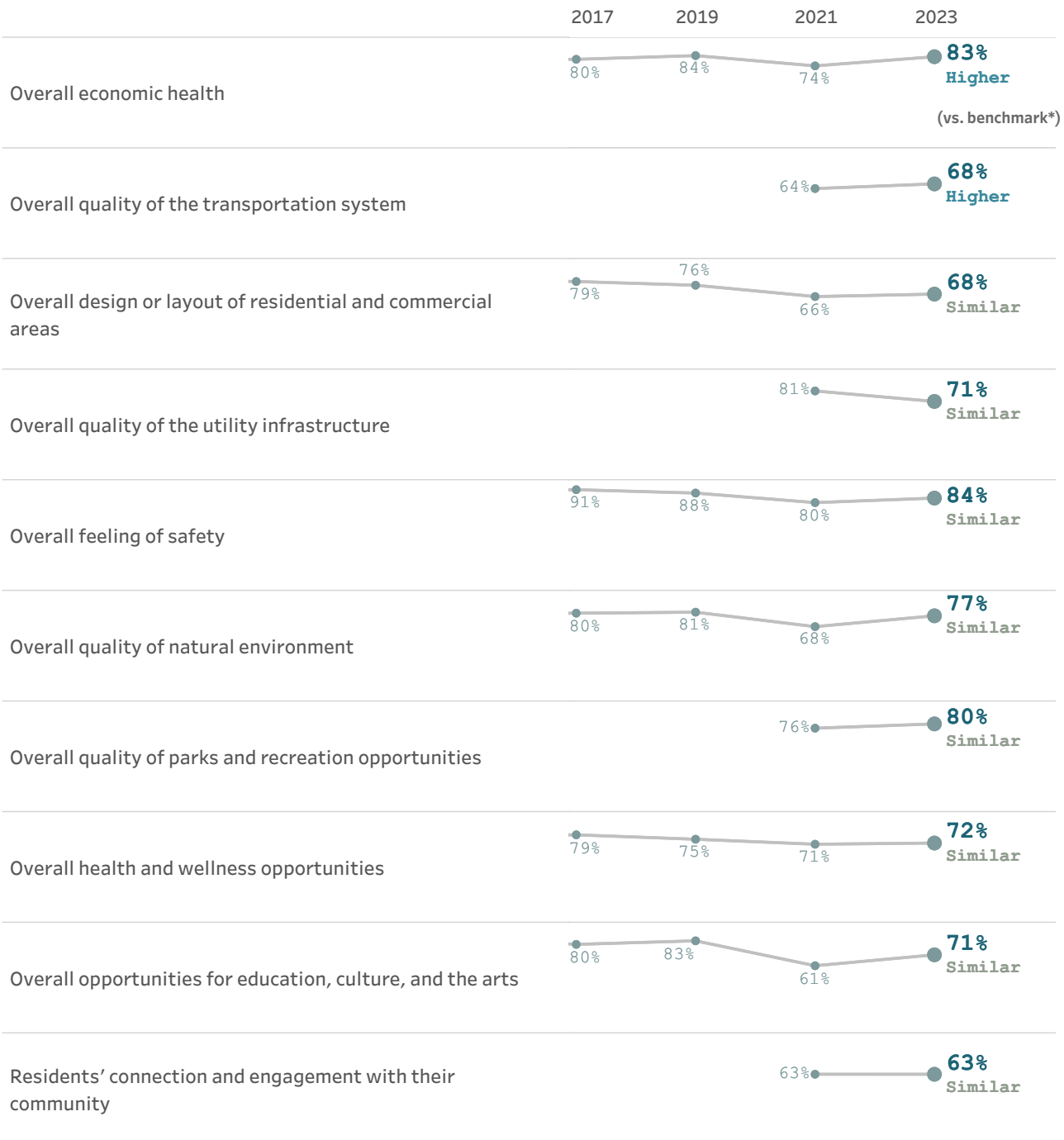
important; slightly fewer (73%) also said affordable housing was a major or moderate problem in the community; it is essential or very important for Clovis to address affordable housing in the coming two years. Finally, residents were also given the opportunity to provide input on the amount of certain types of housing available in Clovis: the majority indicated that there were not enough housing options for young residents (67%) or for people experiencing homelessness (62%); at least half of respondents also reported a need for more low-income housing options, middle-income housing options, senior assisted living, and independent housing options for older adults.

Facets of livability

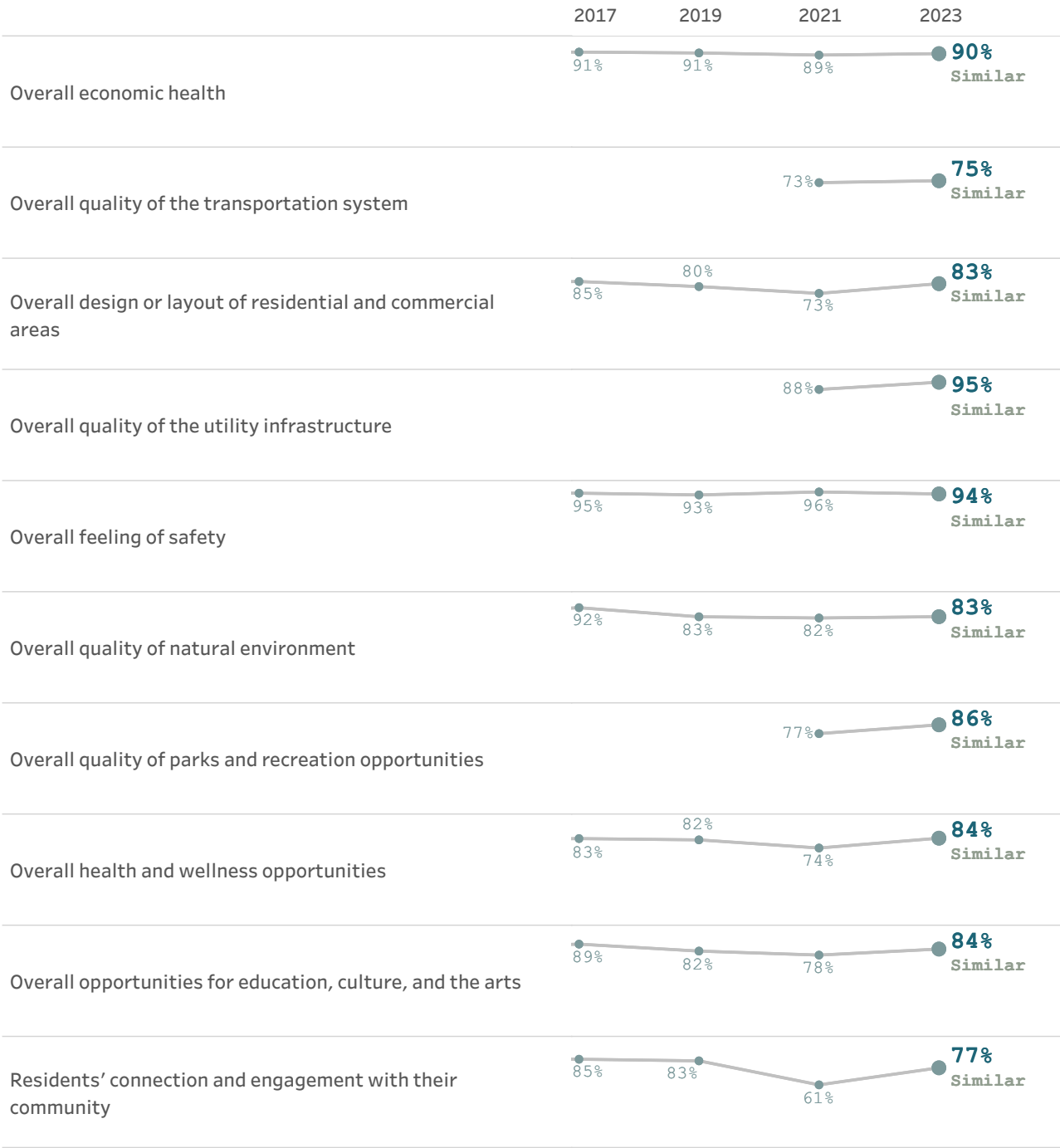
Resident perceptions of quality and importance for each of the facets of community livability provide an overview of community strengths and challenges that are useful for planning, budgeting and performance evaluation.

The charts below show the proportion of residents who rated the community facets positively for quality and the priority (importance) placed on each. Also displayed is whether local ratings were lower, similar, or higher than communities across the country (the national benchmark).

Please rate each of the following characteristics as they relate to Clovis as a whole.
(% excellent or good)



Please rate how important, if at all, you think it is for the Clovis community to focus on each of the following in the coming two years.
 (% essential or very important)



* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

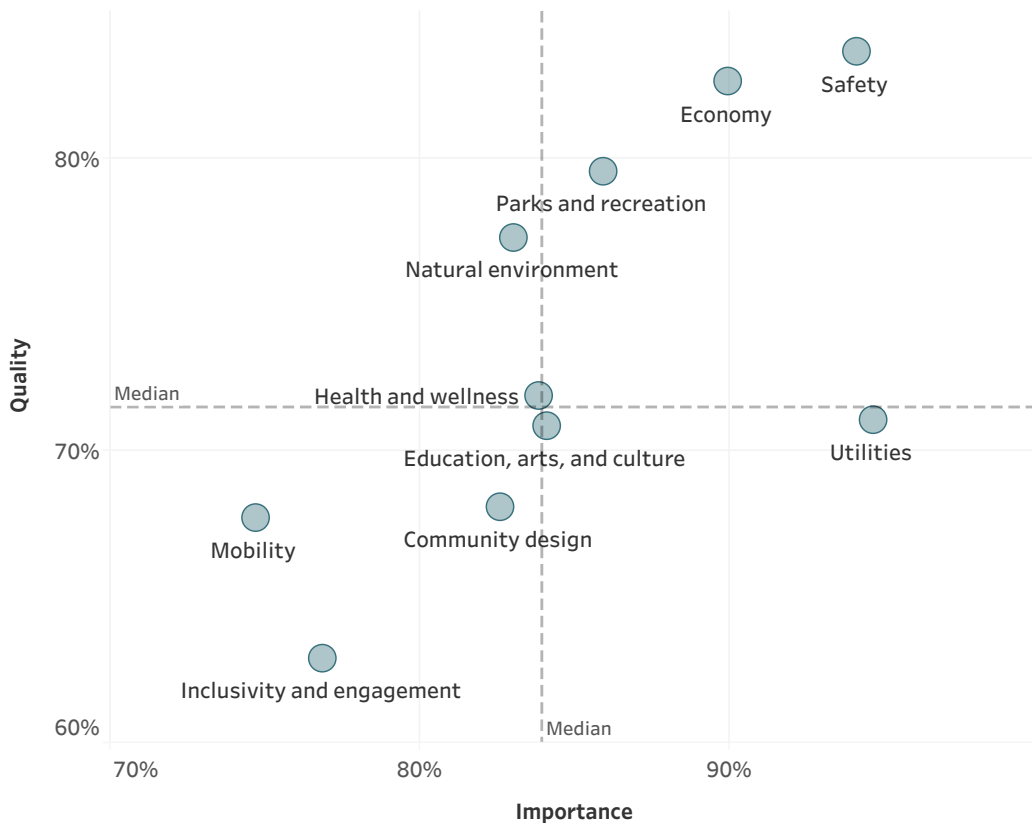
Balancing performance and importance

Every jurisdiction must balance limited resources while meeting resident needs and striving to optimize community livability. To this end, it is helpful to know what aspects of the community are most important to residents and which they perceive as being of higher or lower quality. It is especially helpful to know when a facet of livability is considered of high importance but rated as lower quality, as this should be a top priority to address.

To help guide City staff and officials with decisions on future resource allocation, resident ratings of the importance of services were compared to their ratings of the quality of these services. To identify the services perceived by residents to have relatively lower quality at the same time as relatively higher importance, all services were ranked from highest perceived quality to lowest perceived quality and from highest perceived importance to lowest perceived importance. Some services were in the top half of both lists (higher quality and higher importance); some were in the top half of one list but the bottom half of the other (higher quality and lower importance or lower quality and higher importance); and some services were in the bottom half of both lists.

Services receiving quality ratings of excellent or good by 71% or more of respondents were considered of “higher quality” and those with ratings lower than 71% were considered to be of “lower quality.” Services were classified as “more important” if they were rated as essential or very important by 84% or more of respondents. Services were rated as “less important” if they received a rating of less than 84%. This classification uses the median ratings for quality and importance to divide the services in half.

The quadrants in the figure below show which community facets were given higher or lower importance ratings (right-left) and which had higher or lower quality ratings (up-down). Facets of livability falling closer to a diagonal line from the lower left to the upper right are those where performance ratings are more commensurate with resident priorities. Facets scoring closest to the lower right hand corner of the matrix (higher in importance and lower in quality) are those that may warrant further investigation to see if changes to their delivery are necessary to improve their performance. This is the key part of this chart on which to focus. Facets falling in the top left hand corner of the chart (lower in importance but higher in quality) are areas where performance may outscore resident priorities, and may be a consideration for lower resource allocation.



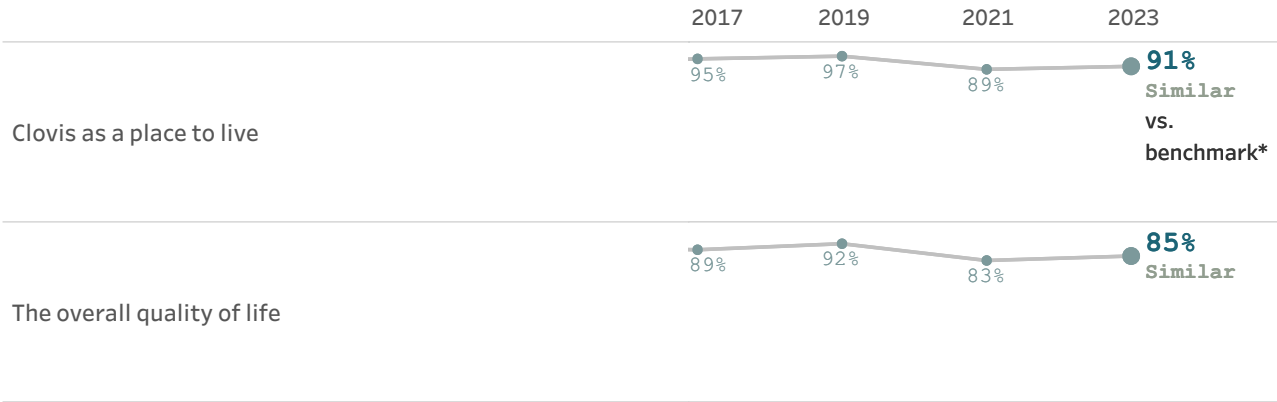
Quality of life

Measuring community livability starts with assessing the quality of life of those who live there, and ensuring that the community is attractive, accessible, and welcoming to all.

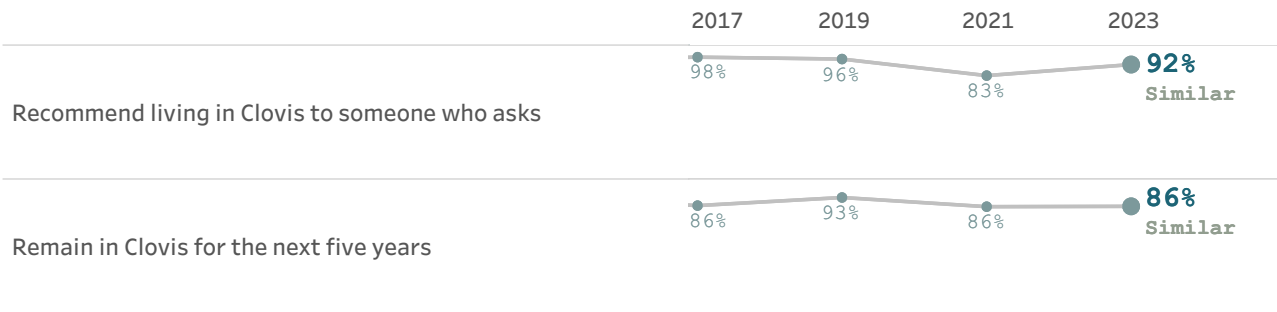
The overall quality of life in Clovis, 2023



Please rate each of the following aspects of quality of life in Clovis. (% excellent or good)



Please indicate how likely or unlikely you are to do each of the following. (% very or somewhat likely)

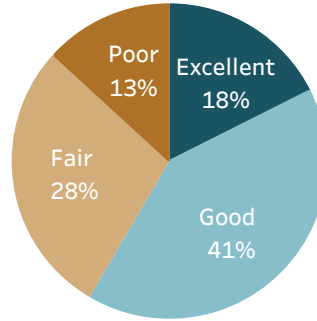


Please rate each of the following in the Clovis community. (% excellent or good)



* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

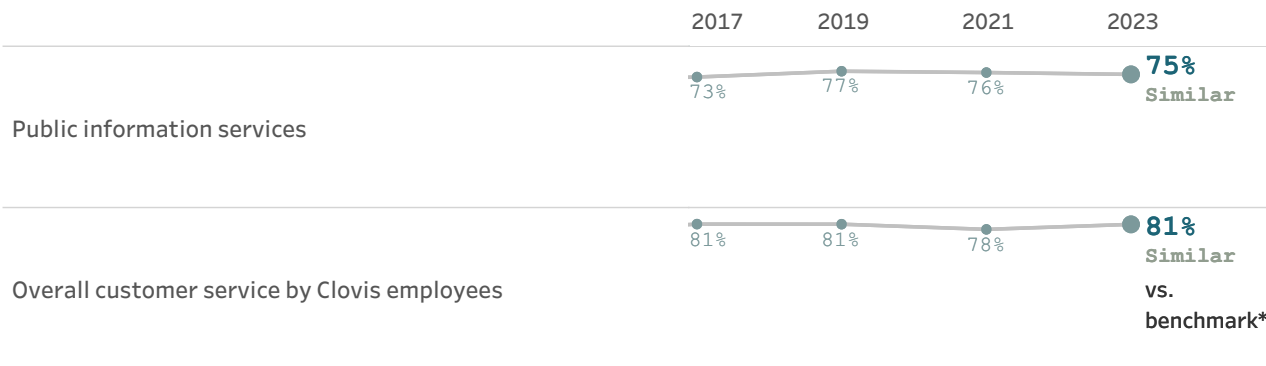
Overall confidence in Clovis government, 2023



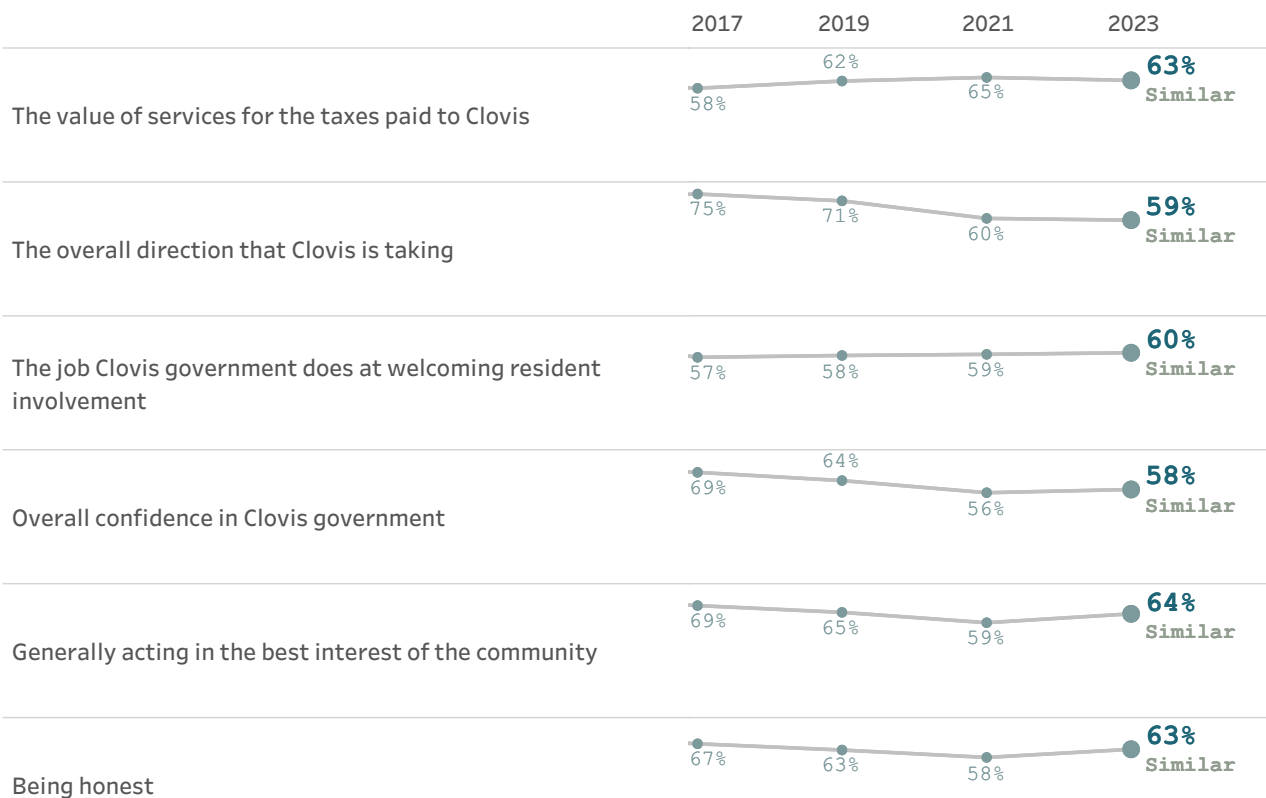
Governance

Strong local governments produce results that meet the needs of residents while making the best use of available resources, and are responsive to the present and future needs of the community as a whole.

Please rate the quality of each of the following services in Clovis.
(% excellent or good)

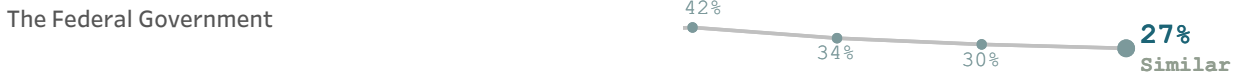
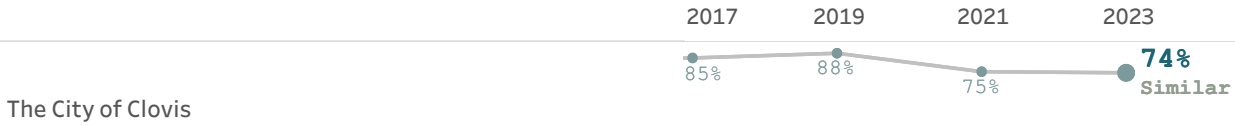


Please rate the following categories of Clovis government performance.
(% excellent or good)





**Overall, how would you rate the quality of the services provided by each of the following?
(% excellent or good)**

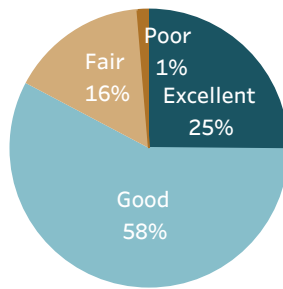


* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

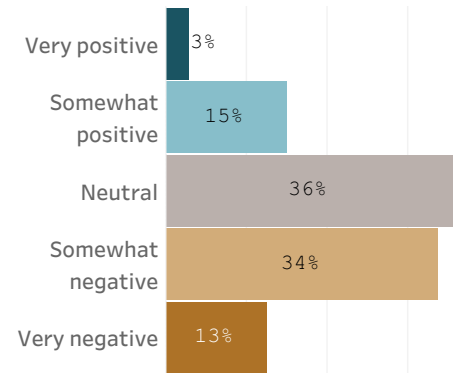
Economy

Local governments work together with private and nonprofit businesses, and with the community at large, to foster sustainable growth, create jobs, and promote a thriving local economy.

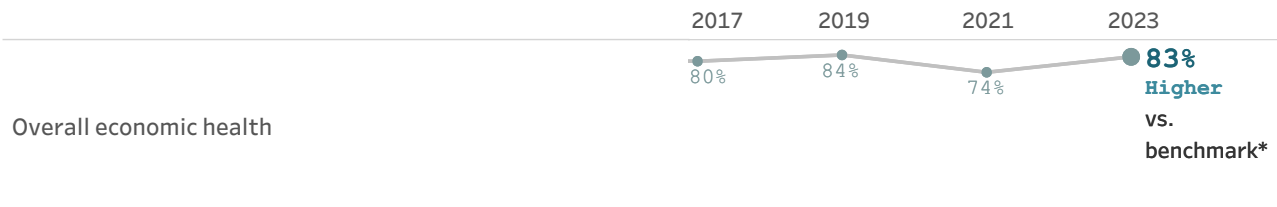
Overall economic health of Clovis, 2023



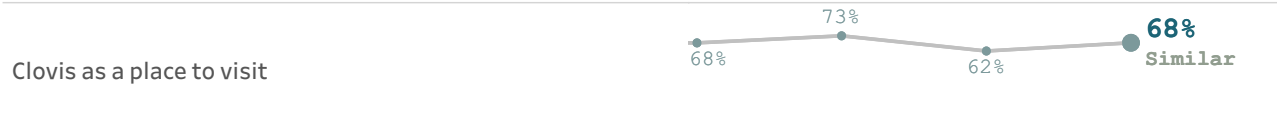
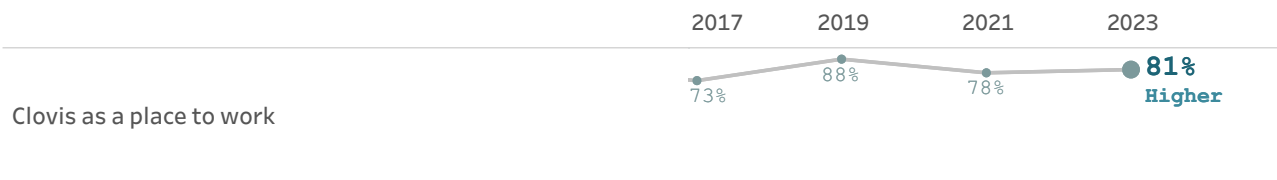
What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:



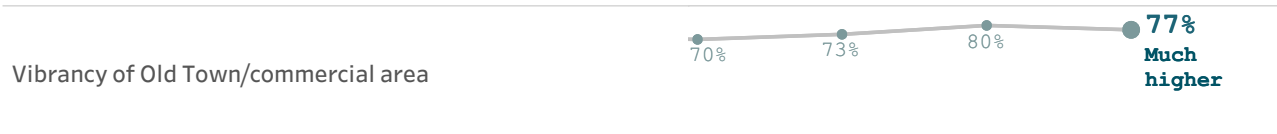
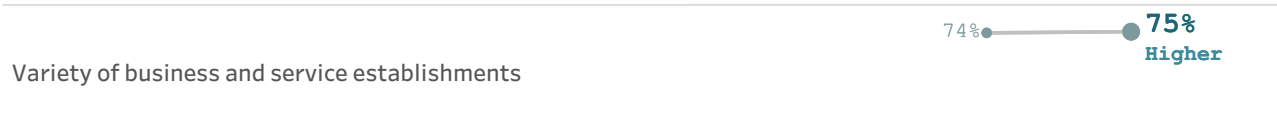
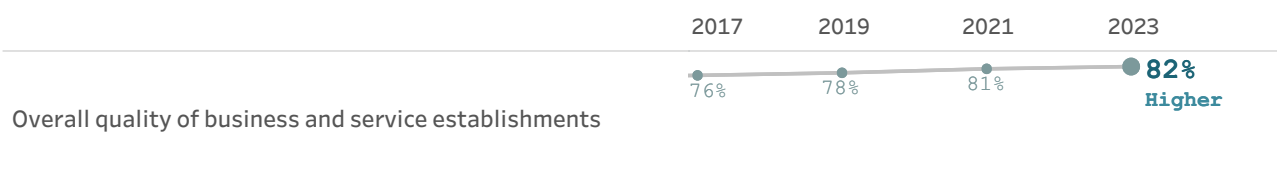
Please rate each of the following characteristics as they relate to Clovis as a whole. (% excellent or good)



Please rate each of the following aspects of quality of life in Clovis. (% excellent or good)



Please rate each of the following in the Clovis community. (% excellent or good)



Employment opportunities



Shopping opportunities

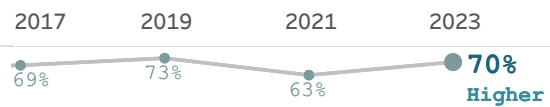


Cost of living



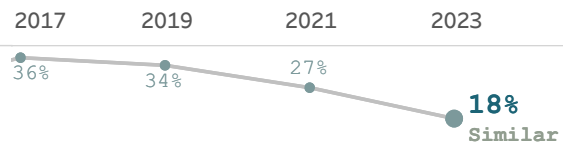
Please rate the quality of each of the following services in Clovis.
(% excellent or good)

Economic development



What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:
(% very or somewhat positive)

What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:

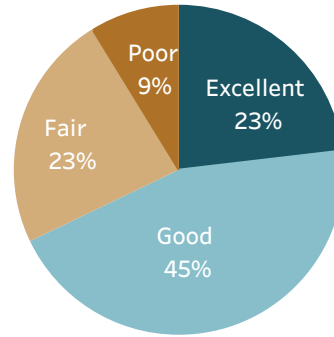


* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

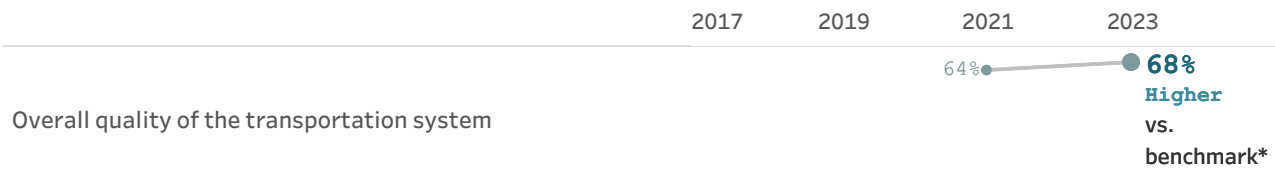
Overall quality of the transportation system in Clovis, 2023

Mobility

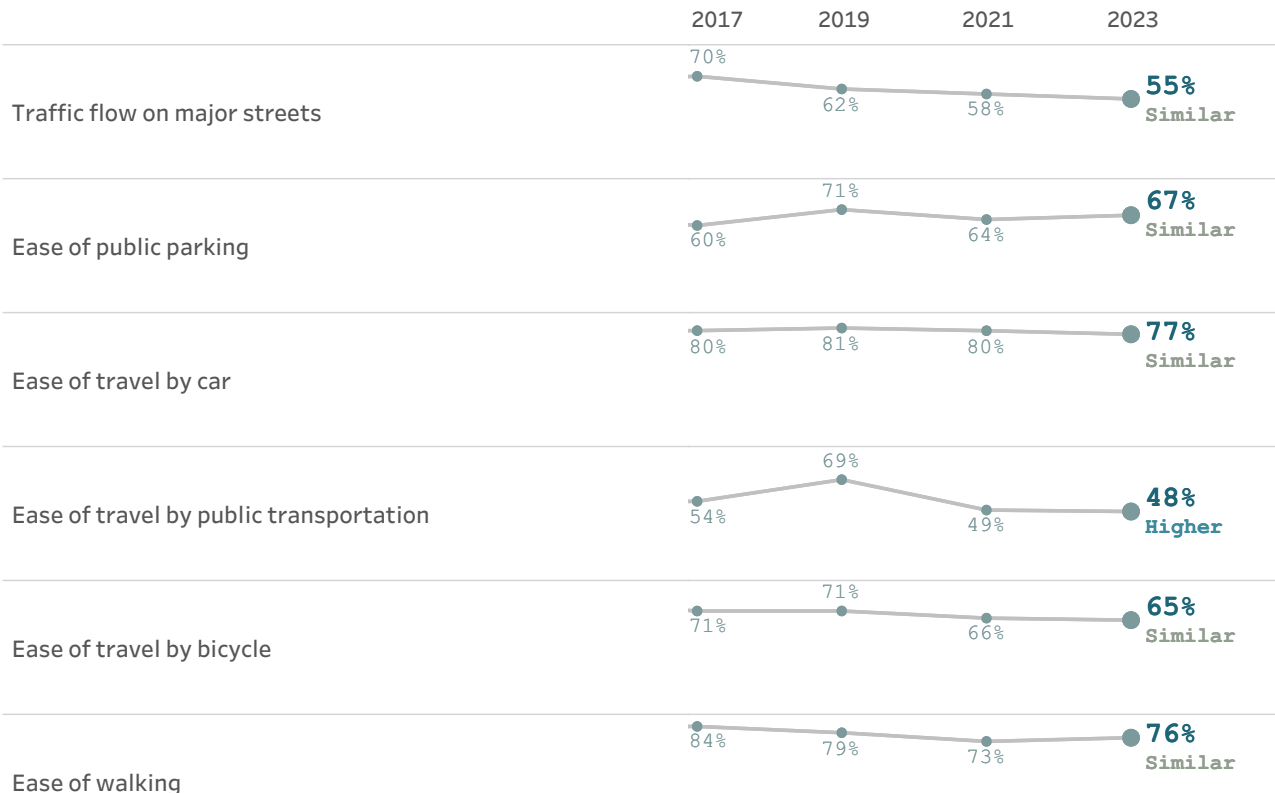
The ease with which residents can move about their communities, whether for commuting, leisure, or recreation, plays a major role in the quality of life for all who live, work, and play in the community.



Please rate each of the following characteristics as they relate to Clovis as a whole. (% excellent or good)

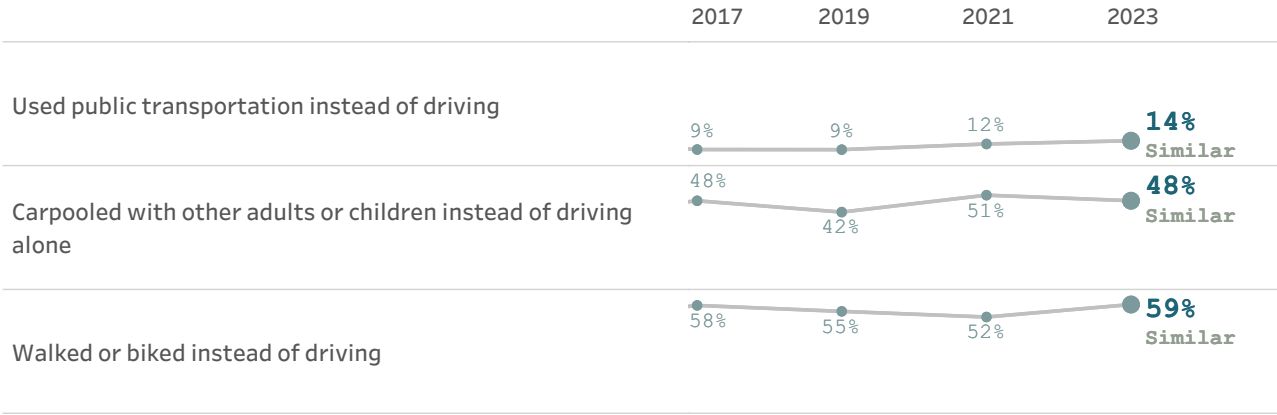


Please also rate each of the following in the Clovis community. (% excellent or good)



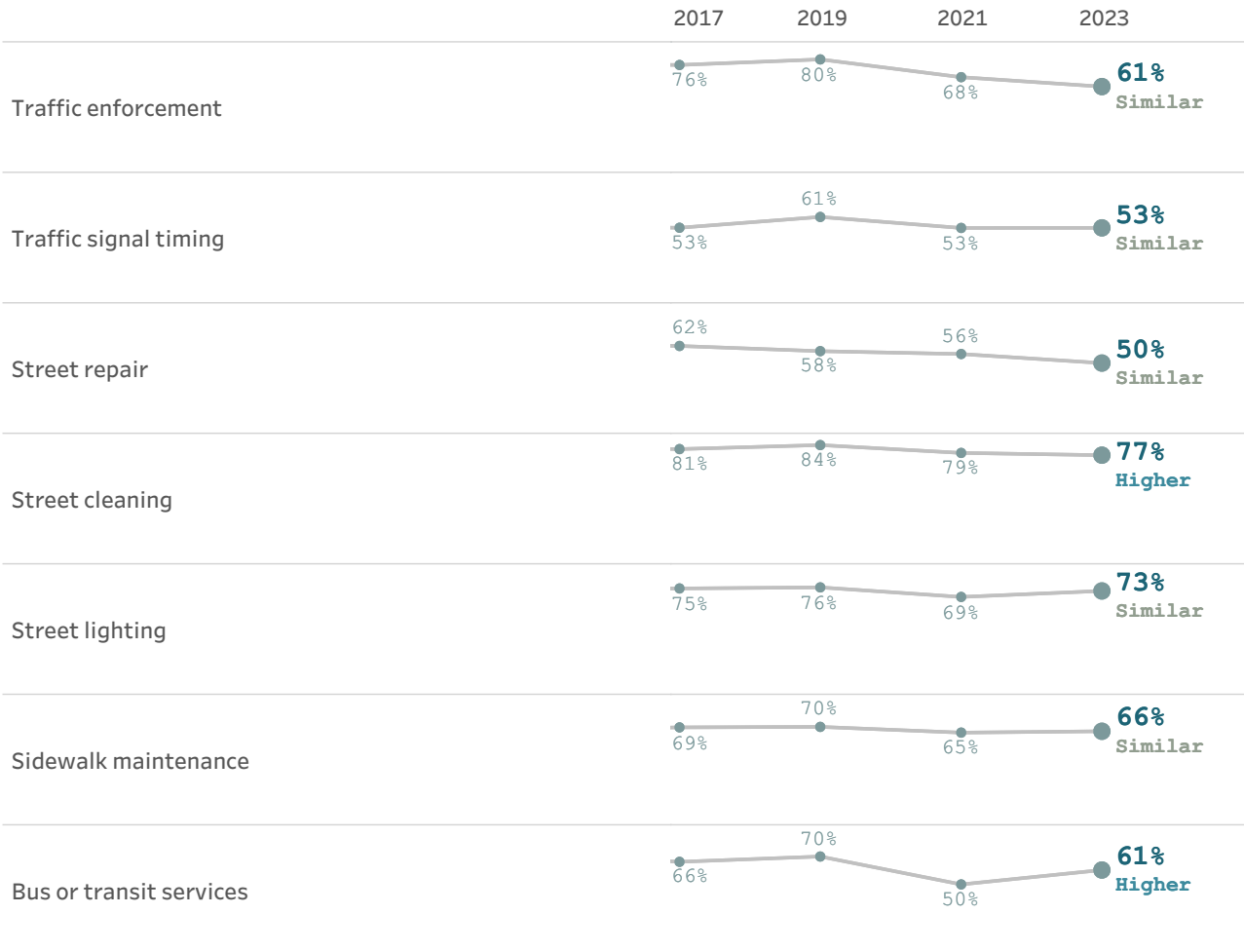
Please indicate whether or not you have done each of the following in the last 12 months.

(% yes)



Please rate the quality of each of the following services in Clovis.

(% excellent or good)

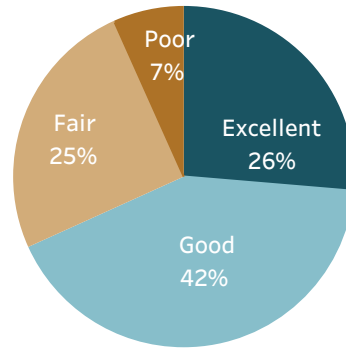


* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

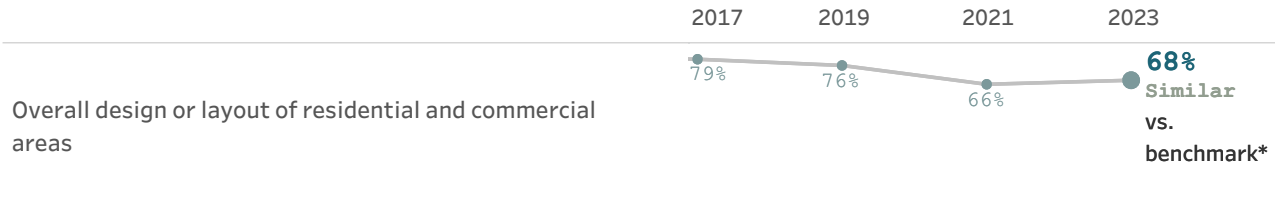
Overall design or layout of Clovis's residential and commercial areas, 2023

Community design

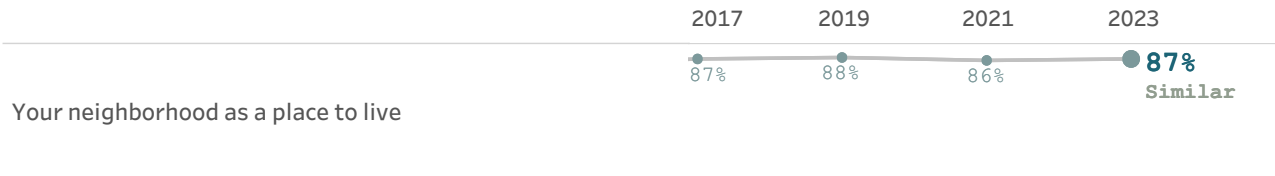
A well-designed community enhances the quality of life for its residents by encouraging smart land use and zoning, ensuring that affordable housing is accessible to all, and providing access to parks and other green spaces.



Please rate each of the following characteristics as they relate to Clovis as a whole. (% excellent or good)



Please rate each of the following aspects of quality of life in Clovis. (% excellent or good)



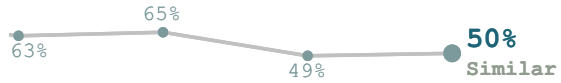
Please also rate each of the following in the Clovis community. (% excellent or good)



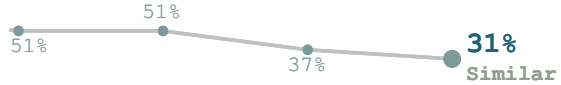
Public places where people want to spend time



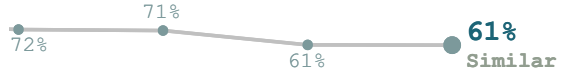
Variety of housing options



Availability of affordable quality housing



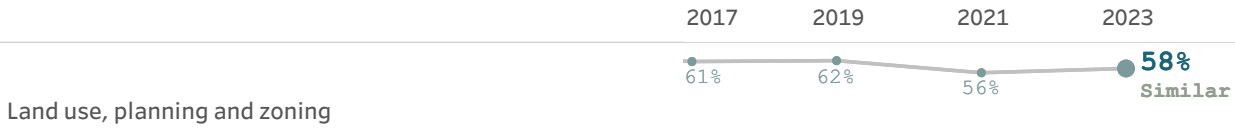
Overall quality of new development



Overall appearance



Please rate the quality of each of the following services in Clovis.
(% excellent or good)

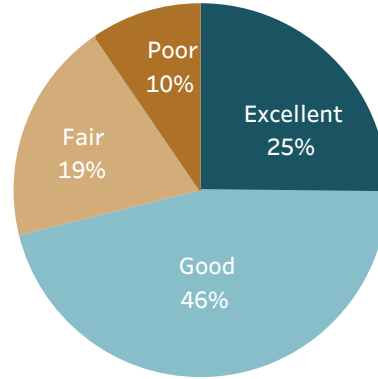


Code enforcement



* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

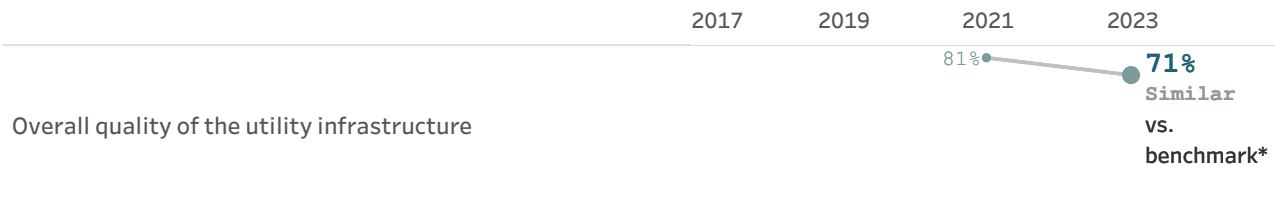
Overall quality of the utility infrastructure in Clovis, 2023



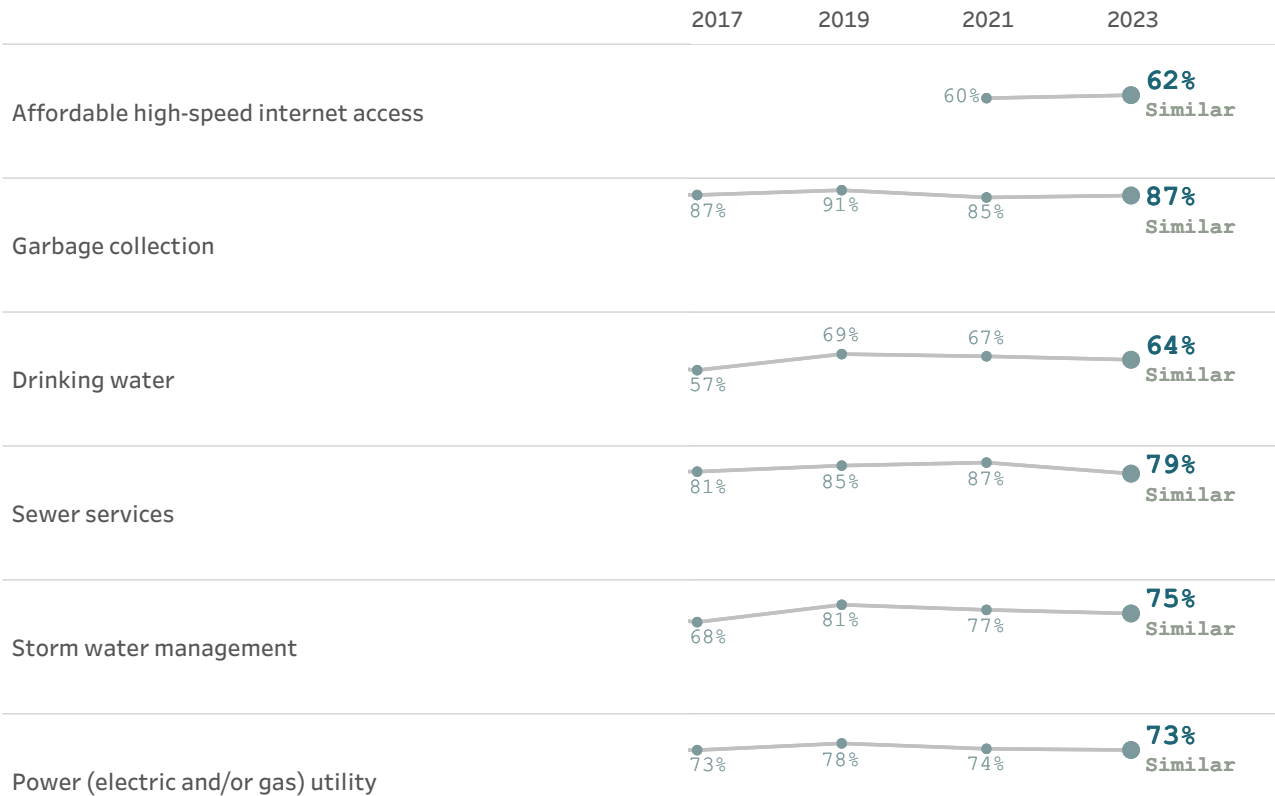
Utilities

Services such as water, gas, electricity, and internet access play a vital role in ensuring the physical and economic health and well-being of the communities they serve.

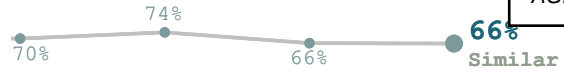
Please rate each of the following characteristics as they relate to Clovis as a whole. (% excellent or good)



Please rate the quality of each of the following services in Clovis. (% excellent or good)



Utility billing

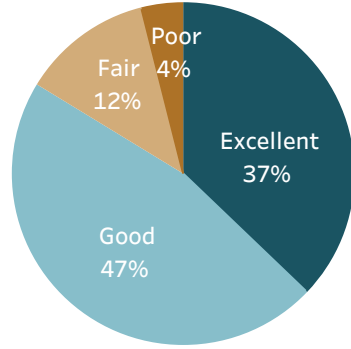


* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

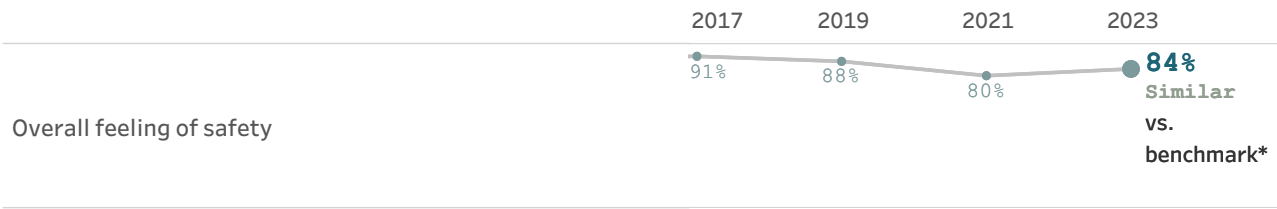
Overall feeling of safety in Clovis, 2023

Safety

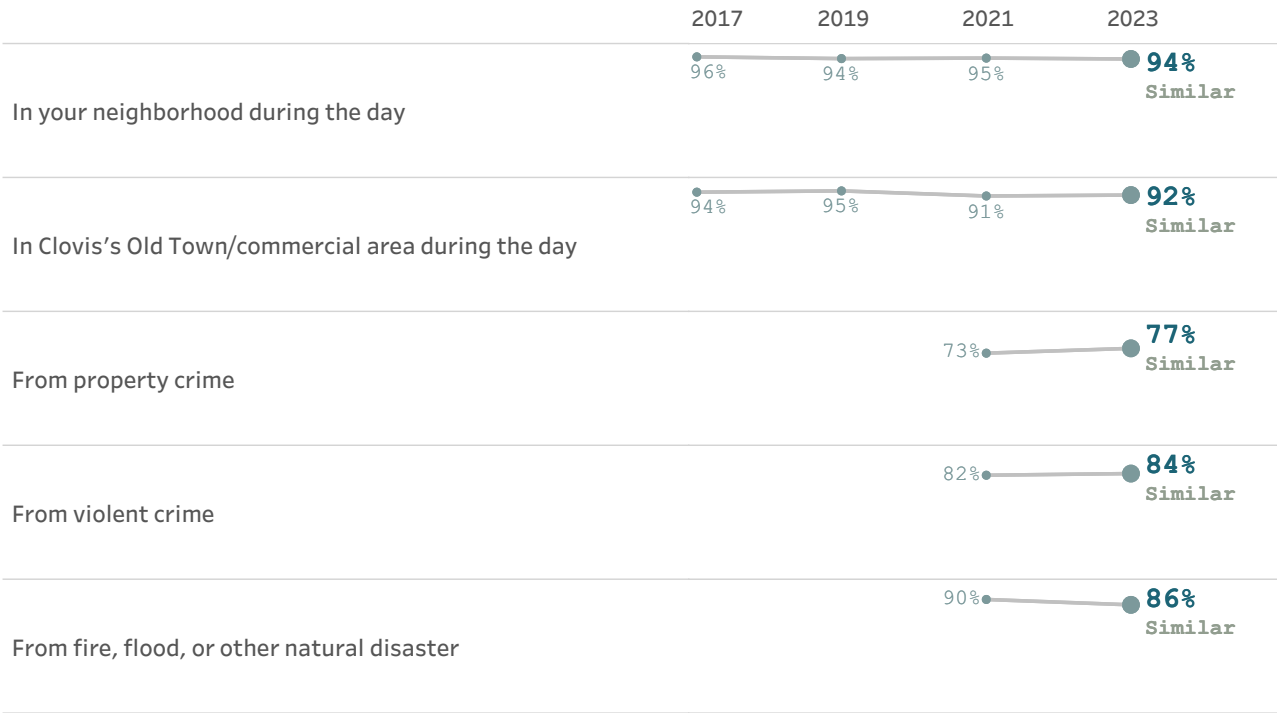
Public safety is often the most important task facing local governments. All residents should feel safe and secure in their neighborhoods and in the greater community, and providing robust safety-related services is essential to residents' quality of life.



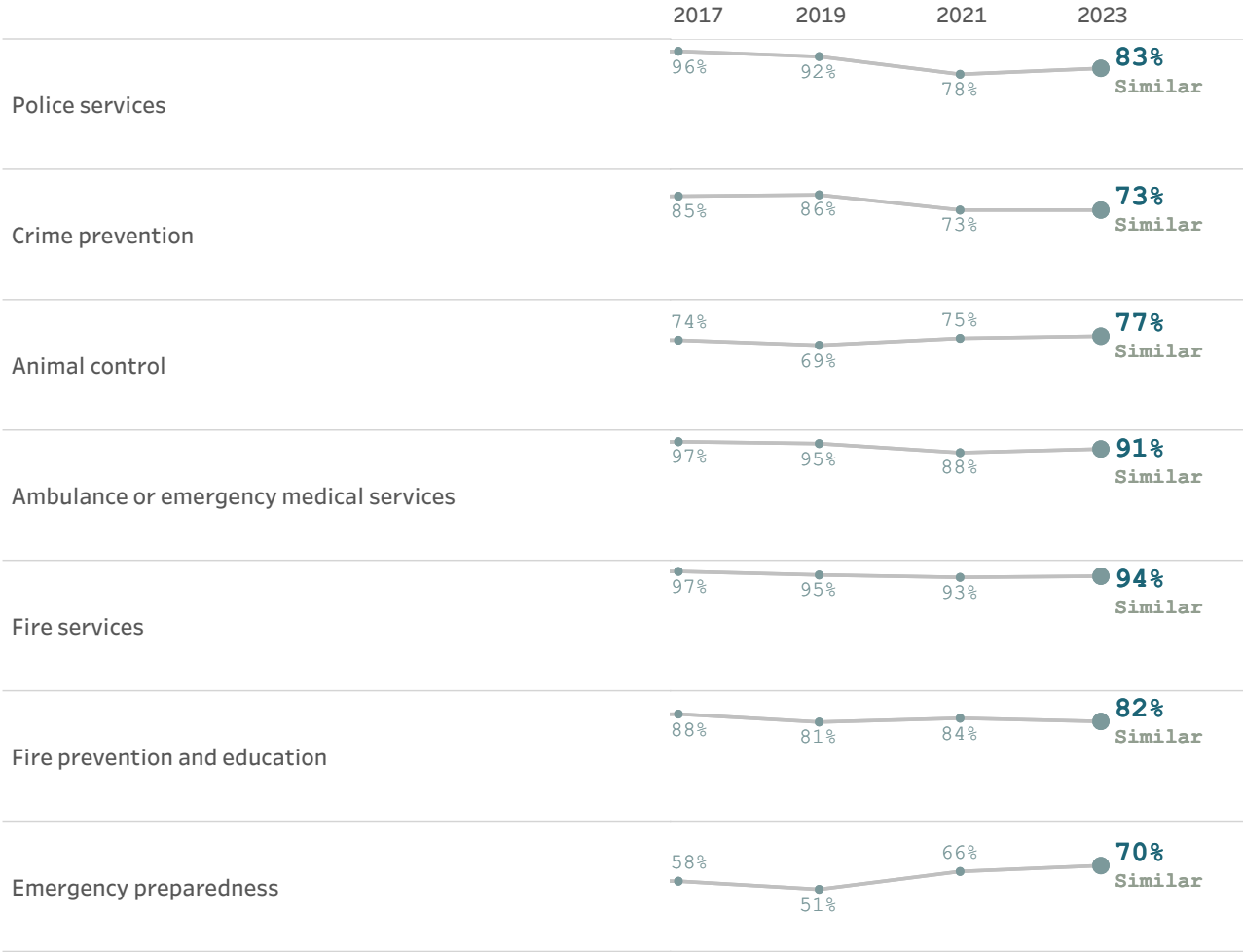
Please rate each of the following characteristics as they relate to Clovis as a whole.
(% excellent or good)



Please rate how safe or unsafe you feel:
(% very or somewhat safe)



Please rate the quality of each of the following services in Clovis.
 (% excellent or good)

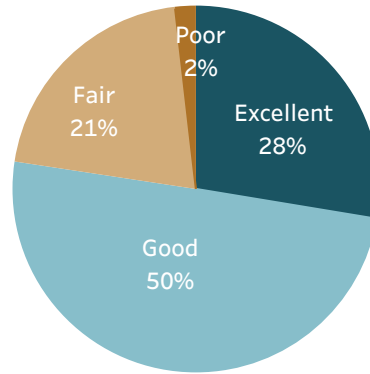


* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

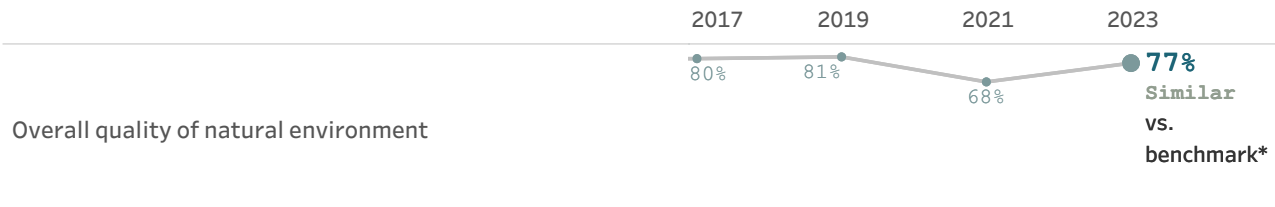
Overall quality of natural environment in Clovis, 2023

Natural environment

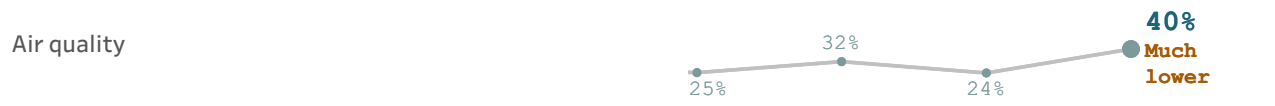
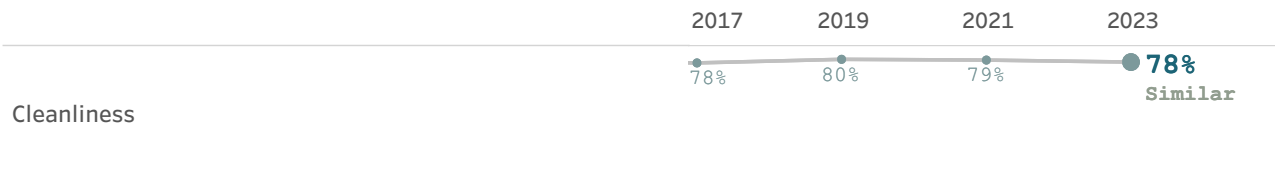
The natural environment plays a vital role in the health and well-being of residents. The natural spaces in which residents live and experience their communities has a direct and profound effect on quality of life.



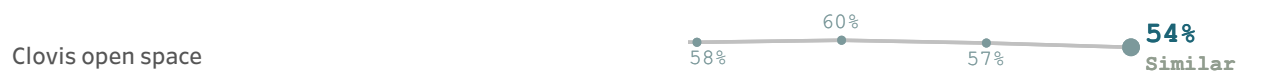
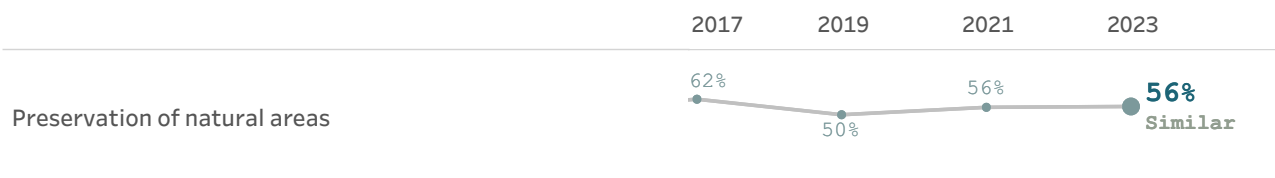
Please rate each of the following characteristics as they relate to Clovis as a whole.
(% excellent or good)

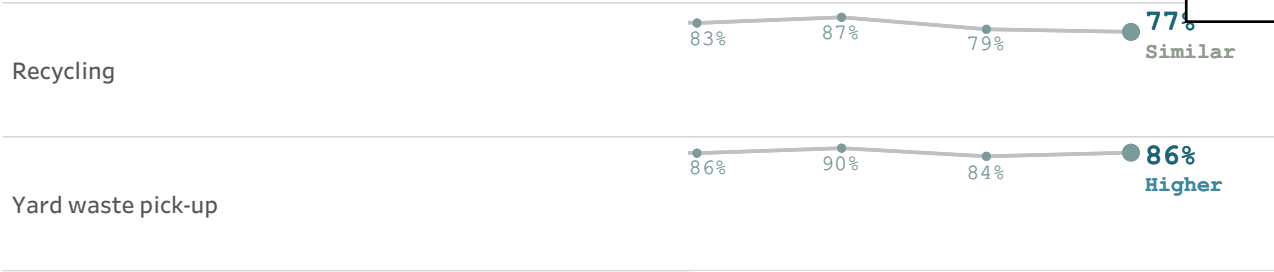


Please also rate each of the following in the Clovis community.
(% excellent or good)



Please rate the quality of each of the following services in Clovis.
(% excellent or good)





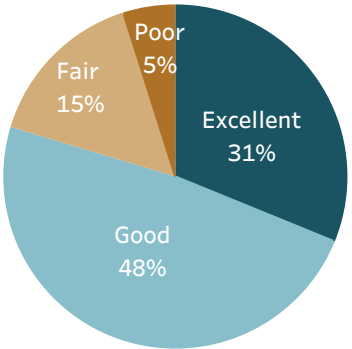
* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Overall quality of parks and recreation opportunities, 2023

Parks and recreation

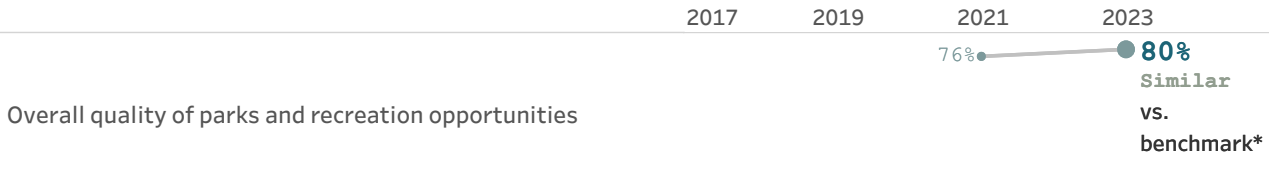
“There are no communities that pride themselves on their quality of life, promote themselves as a desirable location for businesses to relocate, or maintain that they are environmental stewards of their natural resources, without such communities having a robust, active system of parks and recreation programs for public use and enjoyment.”

- National Recreation and Park Association



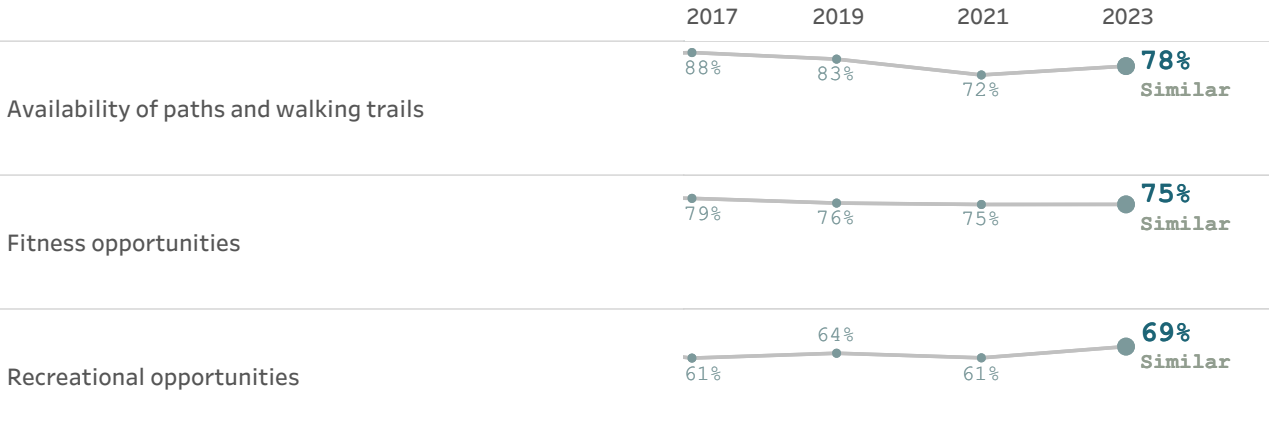
Please rate each of the following characteristics as they relate to Clovis as a whole.

(% excellent or good)



Please also rate each of the following in the Clovis community.

(% excellent or good)



Please rate the quality of each of the following services in Clovis.

(% excellent or good)

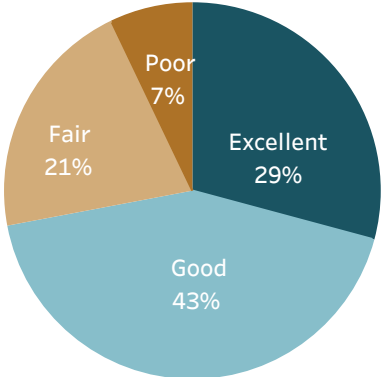


Recreation centers or facilities



* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

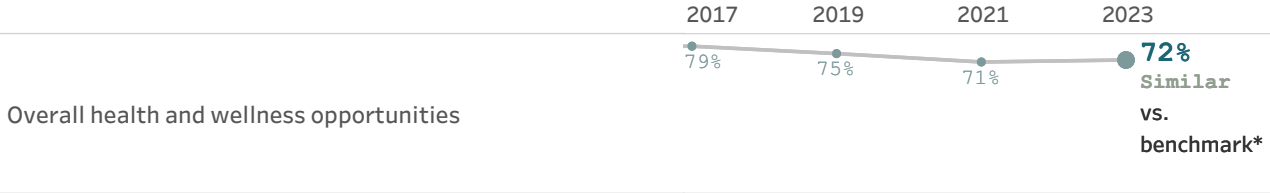
Overall health and wellness opportunities in Clovis, 2023



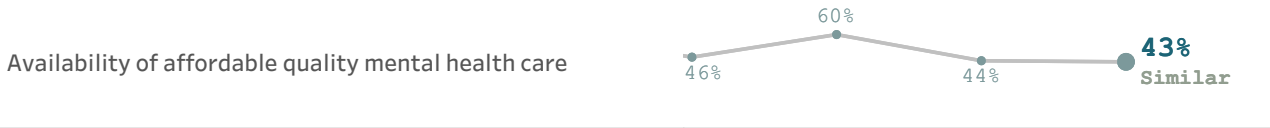
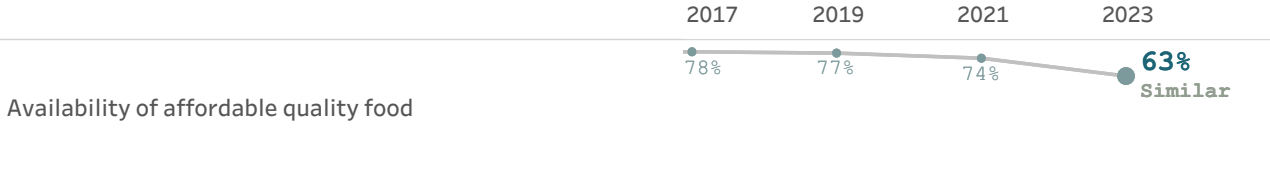
Health and wellness

The characteristics of and amenities available in the communities in which people live has a direct impact on the health and wellness of residents, and thus, on their quality of life overall.

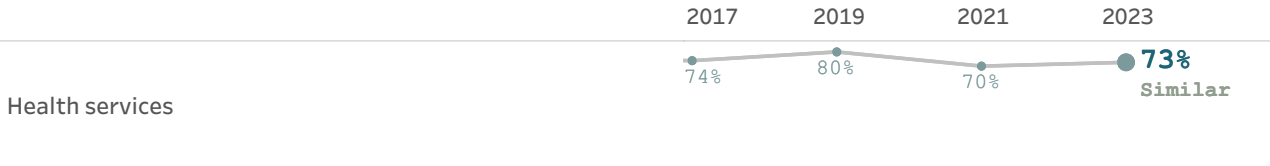
Please rate each of the following characteristics as they relate to Clovis as a whole. (% excellent or good)



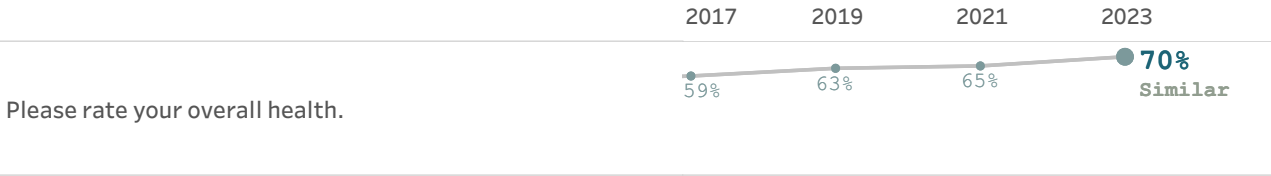
Please also rate each of the following in the Clovis community. (% excellent or good)



Please rate the quality of each of the following services in Clovis. (% excellent or good)



Please rate your overall health.
(% excellent or very good)

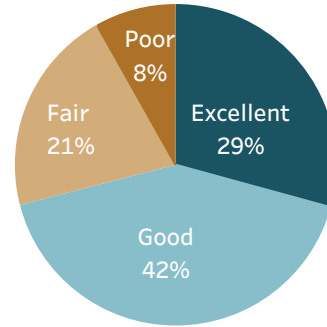


* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

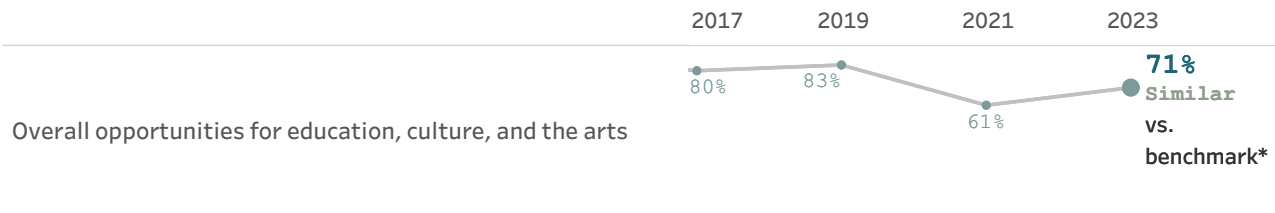
Overall opportunities for education, culture and the arts, 2023

Education, arts, and culture

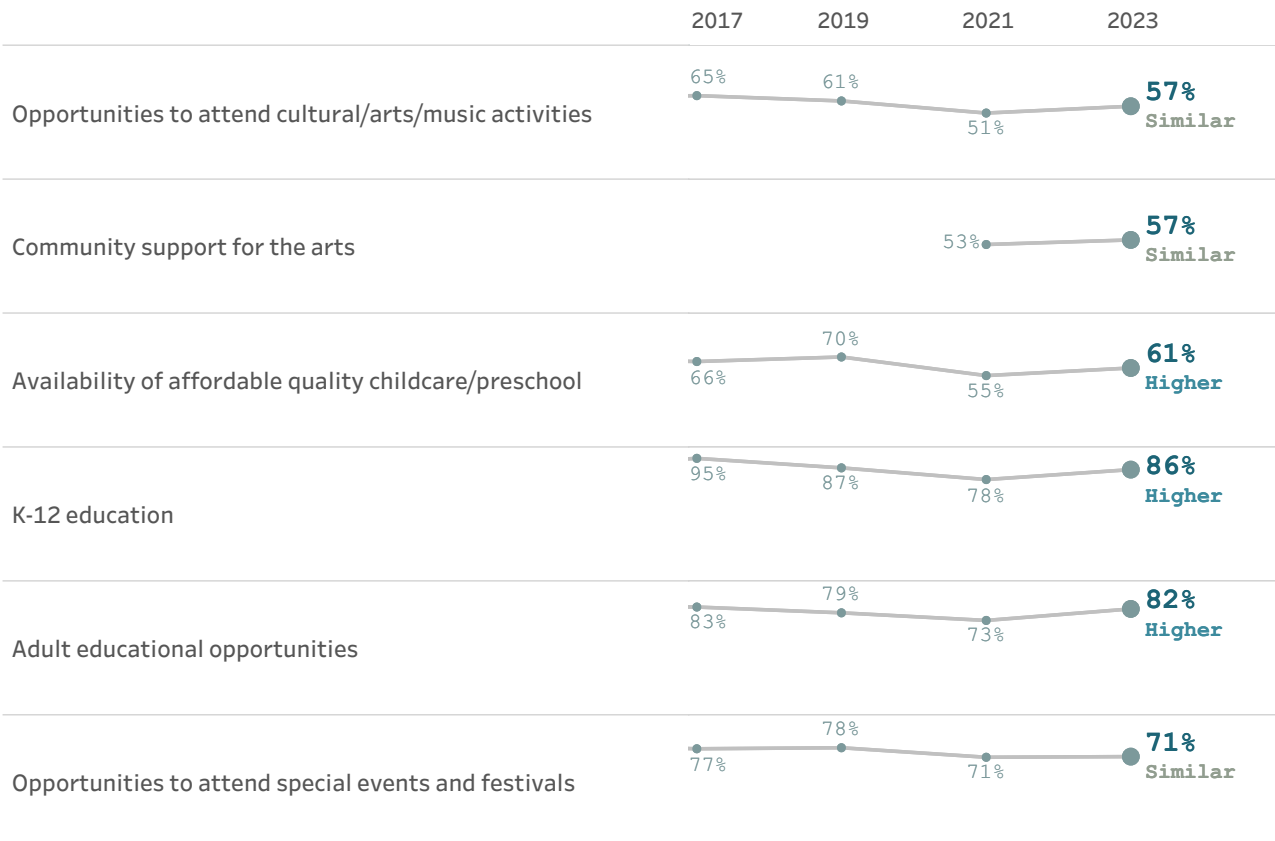
Participation in the arts, in educational opportunities, and in cultural activities is linked to increased civic engagement, greater social tolerance, and enhanced enjoyment of the local community.



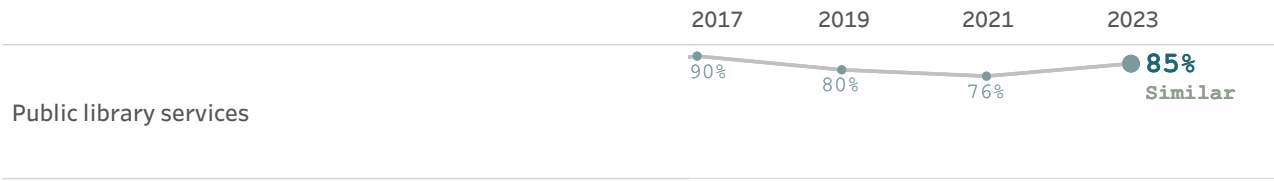
Please rate each of the following characteristics as they relate to Clovis as a whole. (% excellent or good)



Please also rate each of the following in the Clovis community. (% excellent or good)



Please rate the quality of each of the following services in Clovis.
(% excellent or good)

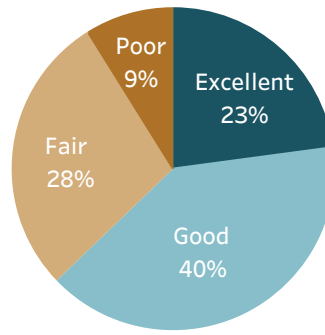


* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

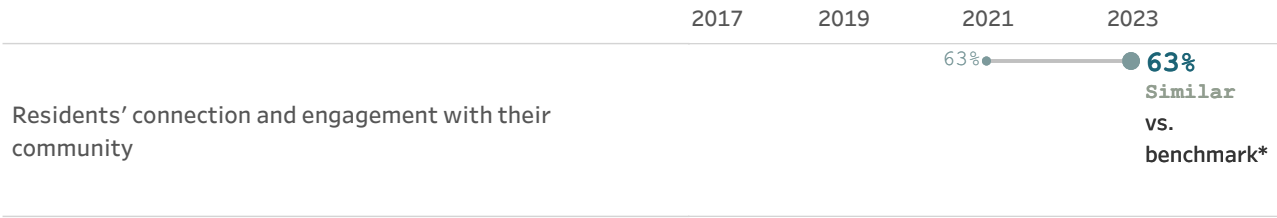
Residents' connection and engagement with their community, 2023

Inclusivity and engagement

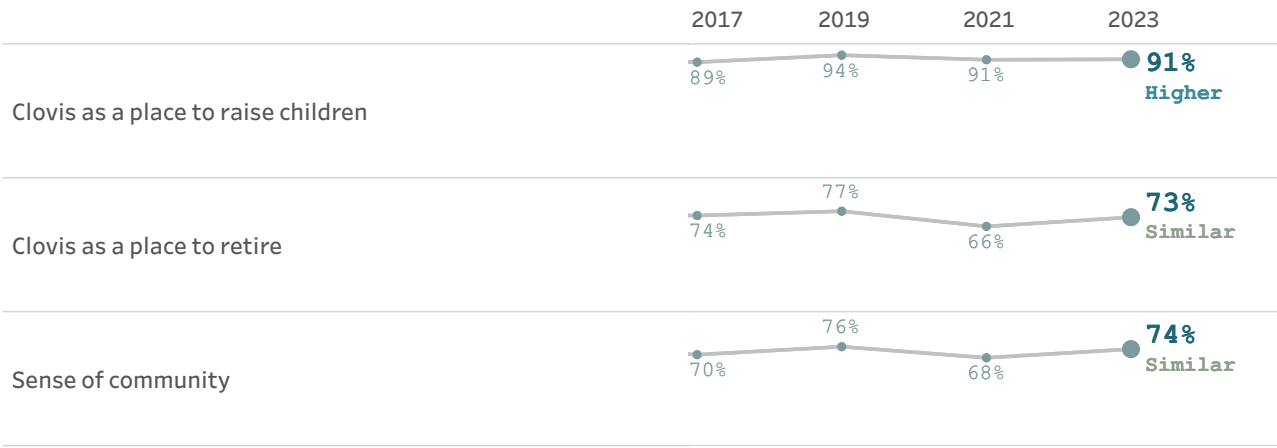
Inclusivity refers to a cultural and environmental feeling of belonging; residents who feel invited to participate within their communities feel more included, involved, and engaged than those who do not.



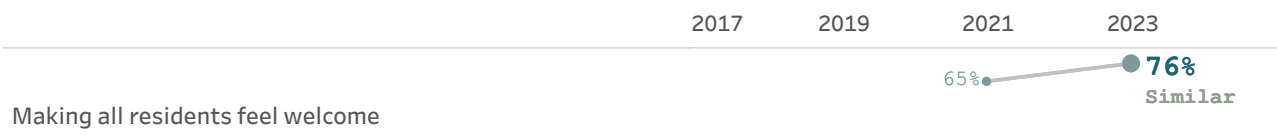
Please rate each of the following characteristics as they relate to Clovis as a whole. (% excellent or good)

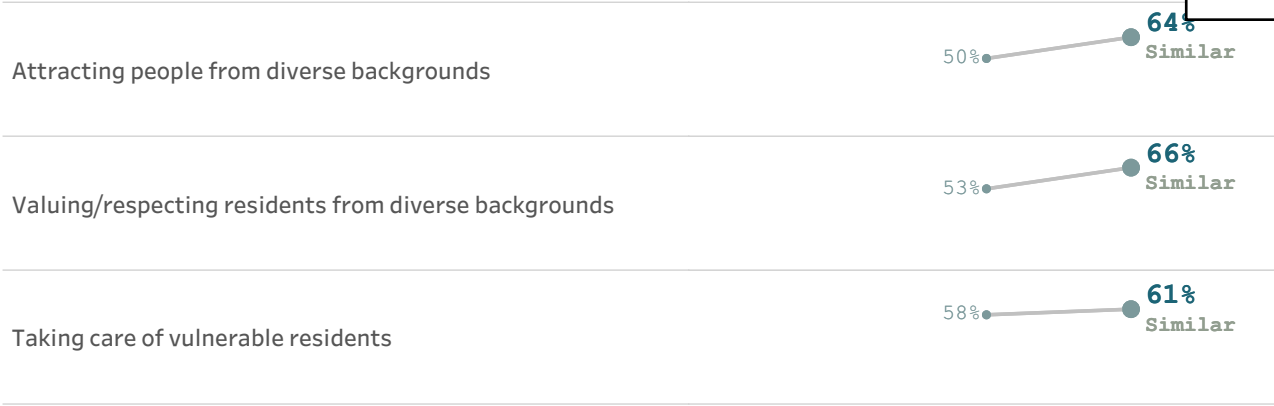


Please rate each of the following aspects of quality of life in Clovis. (% excellent or good)

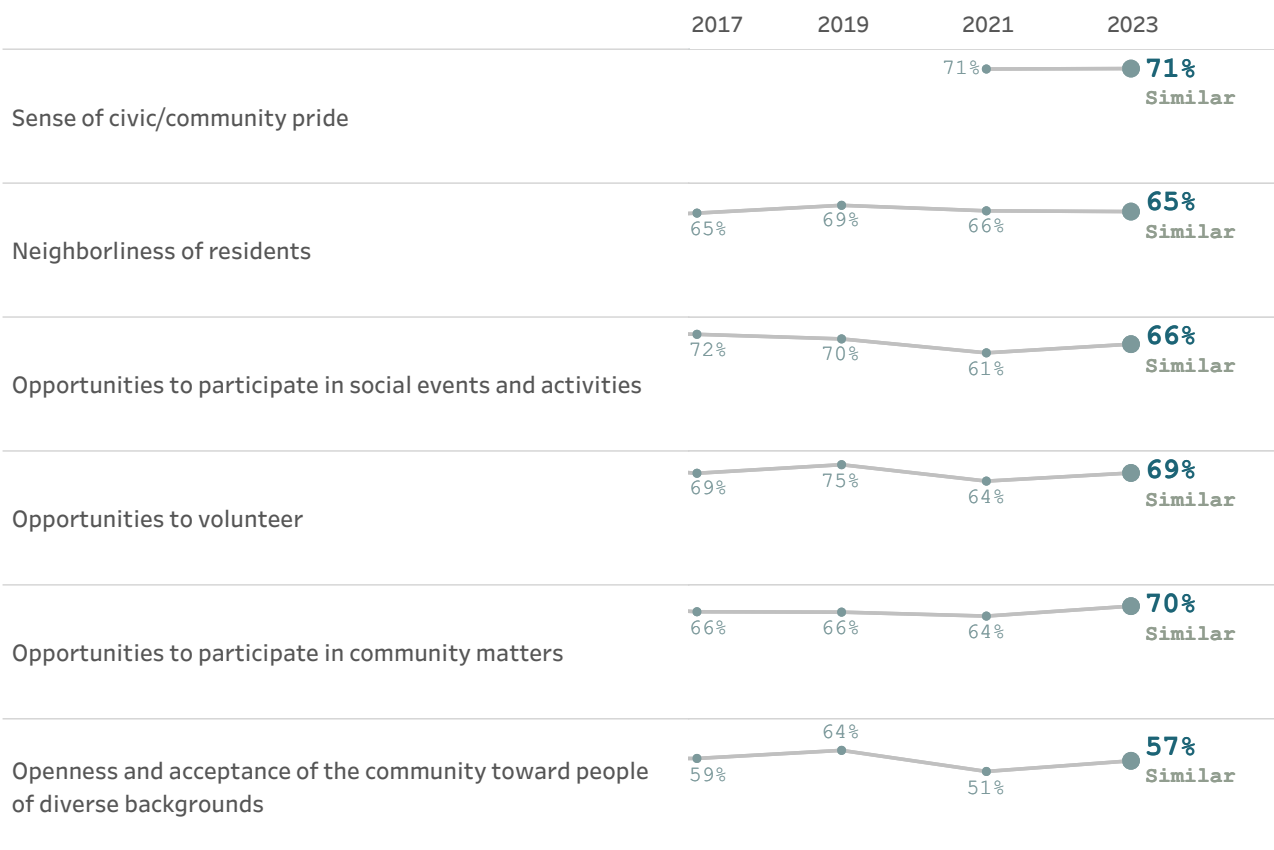


Please rate the job you feel the Clovis community does at each of the following. (% excellent or good)





**Please also rate each of the following in the Clovis community.
(% excellent or good)**



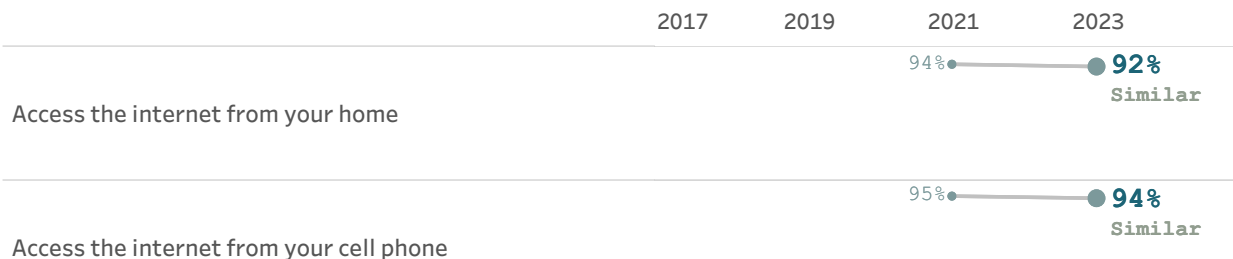
* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

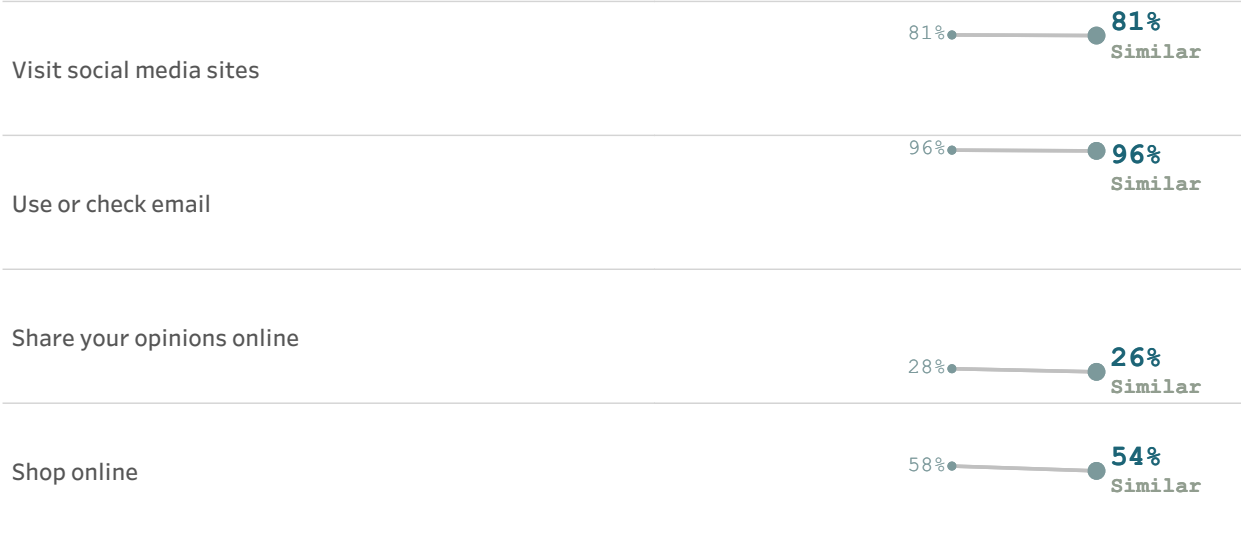
Residents' participation levels

Please indicate whether or not you have done each of the following in the last 12 months.
(% yes)



In general, how many times do you:
(% a few times a week or more)





* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Custom questions

Below are the complete set of responses to each custom question on the survey. By default, "don't know" responses are excluded, but may be added to the table using the response filter below.

Please rate how important, if at all, you think it is for the City of Clovis to invest in each of the following.	Category	Response	
		Importance Level	Percentage
Public safety (police/fire)	Essential		80%
	Very important		15%
	Somewhat important		3%
	Not at all important		2%
Parks/trails	Essential		38%
	Very important		42%
	Somewhat important		18%
	Not at all important		2%
Street repair and maintenance	Essential		57%
	Very important		37%
	Somewhat important		6%
Senior services	Essential		38%
	Very important		39%
	Somewhat important		20%
	Not at all important		2%
Affordable housing	Essential		52%
	Very important		25%
	Somewhat important		17%
	Not at all important		5%
Land use planning	Essential		43%
	Very important		43%
	Somewhat important		13%
	Not at all important		1%
Public transportation	Essential		31%
	Very important		37%
	Somewhat important		27%
	Not at all important		5%
Recreation	Essential		27%
	Very important		43%
	Somewhat important		27%
	Not at all important		3%

Please indicate how much, if at all, each of the following are a problem in Clovis.

Economic development	Essential		
	Very important		40%
	Somewhat important		16%
	Not at all important		1%
Residents' connection and engagement with their community	Essential		27%
	Very important		44%
	Somewhat important		24%
	Not at all important		5%
Homelessness	Major problem		19%
	Moderate problem		43%
	Minor problem		28%
	Not a problem		10%
Availability of affordable housing	Major problem		42%
	Moderate problem		31%
	Minor problem		19%
	Not a problem		8%
Too much growth	Major problem		22%
	Moderate problem		27%
	Minor problem		29%
	Not a problem		22%
Lack of growth	Major problem		2%
	Moderate problem		10%
	Minor problem		20%
	Not a problem		68%
Run-down buildings, weed lots, or junk vehicles	Major problem		4%
	Moderate problem		19%
	Minor problem		44%
	Not a problem		32%
Availability of public transportation	Major problem		11%
	Moderate problem		26%
	Minor problem		25%
	Not a problem		38%
Traffic	Major problem		14%
	Moderate problem		31%
	Minor problem		33%
	Not a problem		22%
Crime	Major problem		14%
	Moderate problem		41%

Please rate how important, if at all, each of the following is for Clovis to address in the coming two years.

	Minor problem		
	Not a problem		13%
Drugs	Major problem		24%
	Moderate problem		37%
	Minor problem		28%
	Not a problem		11%
Increasing the amount of activities for seniors, such as group exercise classes, arts and history classes, pickleball courts, etc.	Essential		21%
	Very important		33%
	Somewhat important		37%
	Not at all important		8%
Increasing the amount of activities for youth	Essential		37%
	Very important		44%
	Somewhat important		18%
	Not at all important		2%
Providing more affordable housing	Essential		47%
	Very important		24%
	Somewhat important		18%
	Not at all important		12%
Providing additional community recreation facilities	Essential		23%
	Very important		34%
	Somewhat important		37%
	Not at all important		6%
Planning, development, and growth management	Essential		35%
	Very important		42%
	Somewhat important		21%
	Not at all important		3%
Increasing employment opportunities	Essential		36%
	Very important		48%
	Somewhat important		15%
	Not at all important		1%
Protecting natural resources (rivers and lakes, open space, etc.)	Essential		50%
	Very important		32%
	Somewhat important		16%
	Not at all important		2%
Improving traffic and road conditions	Essential		45%
	Very important		35%
	Somewhat important		19%
	Not at all important		1%

Please indicate whether you feel there are the right amount, too many, or not enough of each in the City of Clovis.

Single-family detached homes	Too many		28%
	Right amount		58%
	Not enough		14%
Townhouses	Too many		24%
	Right amount		49%
	Not enough		27%
Multi-family residential housing (apartments/condominiums)	Too many		27%
	Right amount		43%
	Not enough		30%
Independent housing options for older adults	Too many		5%
	Right amount		43%
	Not enough		52%
Housing options for young residents	Too many		1%
	Right amount		32%
	Not enough		67%
Middle-income housing options	Too many		4%
	Right amount		40%
	Not enough		56%
Low-income housing options	Too many		11%
	Right amount		30%
	Not enough		59%
Housing for people experiencing homelessness	Too many		11%
	Right amount		27%
	Not enough		62%
Senior assisted living	Too many		6%
	Right amount		40%
	Not enough		53%

National benchmark tables

This table contains the comparisons of Clovis’s results to those from other communities. The first column shows the comparison of Clovis’s rating to the benchmark. Clovis’s results are noted as being “higher”, “lower” or “similar” to the benchmark, meaning that the average rating given by Clovis residents is statistically similar to or different than the benchmark. The second column is Clovis’s “percent positive.” Most commonly, the percent positive is the combination of the top two most positive response options (i.e., excellent/good). The third column is the rank assigned to Clovis’s rating among communities where a similar question was asked. The fourth column is the number of communities that asked a similar question. The fifth column shows the percentile for Clovis’s result -- that is what percent of surveyed communities had a lower rating than Clovis.

			% positive	Rank	Number of communities	Percentile
Please rate each of the following aspects of quality of life in Clovis.	Clovis as a place to live	Similar	91%	91	358	74
	Your neighborhood as a place to live	Similar	87%	146	320	54
	Clovis as a place to raise children	Higher	91%	73	361	80
	Clovis as a place to work	Higher	81%	32	353	91
	Clovis as a place to visit	Similar	68%	114	317	64
	Clovis as a place to retire	Similar	73%	98	358	72
	The overall quality of life	Similar	85%	123	375	67
	Sense of community	Similar	74%	41	327	87
Please rate each of the following characteristics as they relate to Clovis as a whole.	Overall economic health	Higher	83%	70	312	77
	Overall quality of the transportation system	Higher	68%	38	256	85
	Overall design or layout of residential and commercial areas	Similar	68%	62	304	79
	Overall quality of the utility infrastructure	Similar	71%	89	247	64
	Overall feeling of safety	Similar	84%	140	347	59
	Overall quality of natural environment	Similar	77%	159	313	49
	Overall quality of parks and recreation opportunities	Similar	80%	140	253	45
	Overall health and wellness opportunities	Similar	72%	142	306	53

Please rate each of the following characteristics as they relate to Clovis as a whole.	Overall opportunities for education, culture, and the arts	Similar	71%	91	309	70
	Residents' connection and engagement with their community	Similar	63%	57	250	77
Please indicate how likely or unlikely you are to do each of the following.	Recommend living in Clovis to someone who asks	Similar	92%	77	312	75
	Remain in Clovis for the next five years	Similar	86%	110	310	64
Please rate how safe or unsafe you feel:	In your neighborhood during the day	Similar	94%	193	328	41
	In Clovis's Old Town/commercial area during the day	Similar	92%	133	318	58
	From property crime	Similar	77%	141	257	45
	From violent crime	Similar	84%	160	257	38
	From fire, flood, or other natural disaster	Similar	86%	90	248	64
Please rate the job you feel the Clovis community does at each of the following.	Making all residents feel welcome	Similar	76%	79	254	69
	Attracting people from diverse backgrounds	Similar	64%	88	251	65
	Valuing/respecting residents from diverse backgrounds	Similar	66%	107	252	57
	Taking care of vulnerable residents	Similar	61%	91	248	63
Please rate each of the following in the Clovis community.	Overall quality of business and service establishments	Higher	82%	46	313	85
	Variety of business and service establishments	Higher	75%	23	249	91
	Vibrancy of Old Town/commercial area	Much higher	77%	21	293	93
	Employment opportunities	Higher	62%	47	324	85
	Shopping opportunities	Higher	73%	39	316	87
	Cost of living	Similar	40%	118	304	61
	Overall image or reputation	Higher	85%	76	352	78
Please also rate each of the following in the Clovis community.	Traffic flow on major streets	Similar	55%	116	327	64
	Ease of public parking	Similar	67%	89	293	69

Please also rate each of the following in the Clovis community.

Ease of travel by car	Similar	77%	106	322	67
Ease of travel by public transportation	Higher	48%	71	296	76
Ease of travel by bicycle	Similar	65%	70	321	78
Ease of walking	Similar	76%	81	325	75
Well-planned residential growth	Similar	60%	57	250	77
Well-planned commercial growth	Higher	58%	45	250	82
Well-designed neighborhoods	Similar	66%	75	248	70
Preservation of the historical or cultural character of the community	Higher	80%	30	247	88
Public places where people want to spend time	Similar	73%	77	299	74
Variety of housing options	Similar	50%	114	311	63
Availability of affordable quality housing	Similar	31%	151	332	54
Overall quality of new development	Similar	61%	56	322	82
Overall appearance	Higher	85%	65	331	80
Cleanliness	Similar	78%	113	328	65
Water resources	Similar	58%	126	230	45
Air quality	Much lower	40%	292	300	3
Availability of paths and walking trails	Similar	78%	102	324	68
Fitness opportunities	Similar	75%	101	301	66
Recreational opportunities	Similar	69%	174	318	45
Availability of affordable quality food	Similar	63%	133	298	55
Availability of affordable quality health care	Similar	60%	151	305	50
Availability of preventive health services	Similar	64%	127	292	56

Please also rate each of the following in the Clovis community.

Availability of affordable quality mental health care	Similar	43%	139	296	53
Opportunities to attend cultural/arts/music activities	Similar	57%	142	314	55
Community support for the arts	Similar	57%	151	247	39
Availability of affordable quality childcare/preschool	Higher	61%	65	307	79
K-12 education	Higher	86%	52	309	83
Adult educational opportunities	Higher	82%	8	300	97
Sense of civic/community pride	Similar	71%	52	248	79
Neighborliness of residents	Similar	65%	124	300	59
Opportunities to participate in social events and activities	Similar	66%	88	309	71
Opportunities to attend special events and festivals	Similar	71%	62	303	79
Opportunities to volunteer	Similar	69%	106	304	65
Opportunities to participate in community matters	Similar	70%	44	305	85
Openness and acceptance of the community toward people of diverse backgrounds	Similar	57%	164	323	49

Please indicate whether or not you have done each of the following in the last 12 months.

Contacted the City of Clovis for help or information	Similar	50%	115	327	65
Contacted Clovis elected officials to express your opinion	Lower	6%	298	298	0
Attended a local public meeting	Similar	13%	253	301	16
Watched a local public meeting	Similar	15%	250	290	14
Volunteered your time to some group/activity	Lower	21%	258	304	15
Campaigned or advocated for a local issue, cause, or candidate	Similar	10%	274	294	7
Voted in your most recent local election	Similar	74%	142	247	42
Used public transportation instead of driving	Similar	14%	149	279	46
Carpooled with other adults or children instead of driving alone	Similar	48%	88	296	70

Please indicate whether or not you have done each of the following in the last 12 months.

Please rate the quality of each of the following services in Clovis.

Walked or biked instead of driving	Similar	59%	142	298	52
Public information services	Similar	75%	57	314	82
Economic development	Higher	70%	45	308	85
Traffic enforcement	Similar	61%	159	347	54
Traffic signal timing	Similar	53%	156	305	49
Street repair	Similar	50%	121	346	65
Street cleaning	Higher	77%	52	314	83
Street lighting	Similar	73%	63	335	81
Sidewalk maintenance	Similar	66%	71	315	77
Bus or transit services	Higher	61%	63	285	78
Land use, planning and zoning	Similar	58%	66	316	79
Code enforcement	Similar	58%	82	339	76
Affordable high-speed internet access	Similar	62%	54	244	78
Garbage collection	Similar	87%	90	325	72
Drinking water	Similar	64%	213	312	32
Sewer services	Similar	79%	145	310	53
Storm water management	Similar	75%	109	321	66
Power (electric and/or gas) utility	Similar	73%	196	270	27
Utility billing	Similar	66%	184	289	36
Police services	Similar	83%	64	369	82
Crime prevention	Similar	73%	114	345	67
Animal control	Similar	77%	92	322	71

Please rate the quality of each of the following services in Clovis.

Ambulance or emergency medical services	Similar	91%	96	316	69
Fire services	Similar	94%	72	336	78
Fire prevention and education	Similar	82%	83	309	73
Emergency preparedness	Similar	70%	109	311	65
Preservation of natural areas	Similar	56%	180	299	40
Clovis open space	Similar	54%	201	297	32
Recycling	Similar	77%	133	329	59
Yard waste pick-up	Higher	86%	30	292	90
City parks	Similar	78%	183	325	44
Recreation programs or classes	Similar	71%	176	319	45
Recreation centers or facilities	Similar	66%	171	307	44
Health services	Similar	73%	111	286	61
Public library services	Similar	85%	181	322	43
Overall customer service by Clovis employees	Similar	81%	89	354	75

Please rate the following categories of Clovis government performance.

The value of services for the taxes paid to Clovis	Similar	63%	93	359	74
The overall direction that Clovis is taking	Similar	59%	113	338	66
The job Clovis government does at welcoming resident involvement	Similar	60%	113	335	66
Overall confidence in Clovis government	Similar	58%	98	307	68
Generally acting in the best interest of the community	Similar	64%	80	311	74
Being honest	Similar	63%	103	302	66
Being open and transparent to the public	Similar	62%	73	254	71
Informing residents about issues facing the community	Similar	55%	98	259	62

Please rate the following categories of Clovis government performance.	Treating all residents fairly	Similar	60%	127	308	59
	Treating residents with respect	Similar	69%	104	251	58
Overall, how would you rate the quality of the services provided by each of the following?	The City of Clovis	Similar	74%	90	354	74
	The Federal Government	Similar	27%	267	294	9
Please rate how important, if at all, you think it is for the Clovis community to focus on each of the following in the coming two years.	Overall economic health	Similar	90%	57	288	80
	Overall quality of the transportation system	Similar	75%	80	247	68
	Overall design or layout of residential and commercial areas	Similar	83%	56	288	80
	Overall quality of the utility infrastructure	Similar	95%	19	247	92
	Overall feeling of safety	Similar	94%	7	288	97
	Overall quality of natural environment	Similar	83%	115	288	60
	Overall quality of parks and recreation opportunities	Similar	86%	38	248	85
	Overall health and wellness opportunities	Similar	84%	12	288	96
	Overall opportunities for education, culture, and the arts	Similar	84%	12	288	96
	Residents' connection and engagement with their community	Similar	77%	26	288	91
In general, how many times do you:	Access the internet from your home	Similar	92%	176	246	28
	Access the internet from your cell phone	Similar	94%	141	248	43
	Visit social media sites	Similar	81%	82	247	67
	Use or check email	Similar	96%	163	248	34
	Share your opinions online	Similar	26%	161	248	35
	Shop online	Similar	54%	134	247	46
	Please rate your overall health.	Similar	70%	150	294	49
	What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:	Similar	18%	181	296	39

Custom benchmark tables

This table contains the comparisons of Clovis’s results to communities as chosen by City staff. These communities are comprised of those within western states with populations between 60,000 - 130,000 and a median household income of or below \$90,000. The first column shows Clovis’s rating compared to the benchmark: results are noted as “higher” or “lower” if the average rating given by Clovis residents is at least 10 points above or below the benchmark, and “similar” if it is within 10 points. The second column shows Clovis’s “percent positive”, which is the combination of the most positive response options (e.g., excellent/good). The third column shows Clovis’s ranking in comparison to other communities where a similar question was asked, and the fourth column shows the number of communities that asked that question. The fifth column shows the percentile for Clovis’s result (the percent of communities that had a lower rating).

			% positive	Rank	Number of communities	Percentile
Please rate each of the following aspects of quality of life in Clovis.	Clovis as a place to live	Higher	91%	2	22	95
	Your neighborhood as a place to live	Similar	87%	3	20	90
	Clovis as a place to raise children	Much higher	91%	1	22	100
	Clovis as a place to work	Much higher	81%	1	22	100
	Clovis as a place to visit	Higher	68%	6	19	73
	Clovis as a place to retire	Higher	73%	2	22	95
	The overall quality of life	Higher	85%	2	23	95
	Sense of community	Higher	74%	1	19	100
Please rate each of the following characteristics as they relate to Clovis as a whole.	Overall economic health	Much higher	83%	1	19	100
	Overall quality of the transportation system	Higher	68%	1	15	100
	Overall design or layout of residential and commercial areas	Higher	68%	2	18	94
	Overall quality of the utility infrastructure	Similar	71%	2	14	92
	Overall feeling of safety	Much higher	84%	2	20	95
	Overall quality of natural environment	Similar	77%	4	18	83
	Overall quality of parks and recreation opportunities	Higher	80%	3	14	85
	Overall health and wellness opportunities	Higher	72%	4	17	82

Please rate each of the following characteristics as they relate to Clovis as a whole.	Overall opportunities for education, culture, and the arts	Higher	71%	4	19	84
	Residents' connection and engagement with their community	Higher	63%	1	14	100
Please indicate how likely or unlikely you are to do each of the following.	Recommend living in Clovis to someone who asks	Higher	92%	1	19	100
	Remain in Clovis for the next five years	Similar	86%	3	19	89
Please rate how safe or unsafe you feel:	In your neighborhood during the day	Similar	94%	3	19	89
	In Clovis's Old Town/commercial area during the day	Higher	92%	2	18	94
	From property crime	Higher	77%	1	16	100
	From violent crime	Higher	84%	2	16	93
	From fire, flood, or other natural disaster	Similar	86%	3	14	85
Please rate the job you feel the Clovis community does at each of the following.	Making all residents feel welcome	Higher	76%	1	15	100
	Attracting people from diverse backgrounds	Similar	64%	2	14	92
	Valuing/respecting residents from diverse backgrounds	Similar	66%	2	14	92
	Taking care of vulnerable residents	Higher	61%	1	14	100
Please rate each of the following in the Clovis community.	Overall quality of business and service establishments	Higher	82%	1	18	100
	Variety of business and service establishments	Higher	75%	1	14	100
	Vibrancy of Old Town/commercial area	Much higher	77%	2	16	93
	Employment opportunities	Higher	62%	1	19	100
	Shopping opportunities	Much higher	73%	2	18	94
	Cost of living	Similar	40%	4	17	82
	Overall image or reputation	Much higher	85%	1	21	100
Please also rate each of the following in the Clovis community.	Traffic flow on major streets	Higher	55%	2	19	94
	Ease of public parking	Similar	67%	2	16	93
	Ease of travel by car	Higher	77%	2	19	94

Please also rate each of the following in the Clovis community.

Ease of travel by public transportation	Similar	48%	7	18	66
Ease of travel by bicycle	Higher	65%	2	19	94
Ease of walking	Higher	76%	3	19	89
Well-planned residential growth	Higher	60%	1	14	100
Well-planned commercial growth	Higher	58%	1	14	100
Well-designed neighborhoods	Higher	66%	2	15	93
Preservation of the historical or cultural character of the community	Higher	80%	3	14	85
Public places where people want to spend time	Higher	73%	2	17	94
Variety of housing options	Higher	50%	3	17	88
Availability of affordable quality housing	Similar	31%	5	18	77
Overall quality of new development	Higher	61%	1	17	100
Overall appearance	Much higher	85%	2	20	95
Cleanliness	Much higher	78%	2	19	94
Water resources	Similar	58%	4	11	72
Air quality	Lower	40%	16	18	16
Availability of paths and walking trails	Higher	78%	5	19	78
Fitness opportunities	Higher	75%	4	17	82
Recreational opportunities	Similar	69%	6	18	72
Availability of affordable quality food	Similar	63%	4	17	82
Availability of affordable quality health care	Similar	60%	5	18	77
Availability of preventive health services	Similar	64%	3	16	87
Availability of affordable quality mental health care	Similar	43%	4	16	81
Opportunities to attend cultural/arts/music activities	Similar	57%	7	19	68

Please also rate each of the following in the Clovis community.

Community support for the arts	Similar	57%	5	14	71
Availability of affordable quality childcare/preschool	Higher	61%	1	18	100
K-12 education	Much higher	86%	2	18	94
Adult educational opportunities	Much higher	82%	2	16	93
Sense of civic/community pride	Higher	71%	1	14	100
Neighborliness of residents	Higher	65%	2	18	94
Opportunities to participate in social events and activities	Higher	66%	4	19	84
Opportunities to attend special events and festivals	Higher	71%	3	17	88
Opportunities to volunteer	Similar	69%	5	17	76
Opportunities to participate in community matters	Higher	70%	3	17	88
Openness and acceptance of the community toward people of diverse backgrounds	Similar	57%	4	19	84

Please indicate whether or not you have done each of the following in the last 12 months.

Contacted the City of Clovis for help or information	Similar	50%	5	18	77
Contacted Clovis elected officials to express your opinion	Lower	6%	17	17	5
Attended a local public meeting	Similar	13%	16	17	11
Watched a local public meeting	Lower	15%	15	16	12
Volunteered your time to some group/activity	Lower	21%	14	17	23
Campaigned or advocated for a local issue, cause, or candidate	Similar	10%	16	17	11
Voted in your most recent local election	Similar	74%	9	14	42
Used public transportation instead of driving	Similar	14%	12	16	31
Carpooled with other adults or children instead of driving alone	Similar	48%	9	17	52
Walked or biked instead of driving	Similar	59%	5	17	76

Please rate the quality of each of the following services in Clovis.

Public information services	Higher	75%	2	17	94
Economic development	Higher	70%	1	18	100

Please rate the quality of each of the following services in Clovis.

Traffic enforcement	Similar	61%	3	20	90
Traffic signal timing	Similar	53%	6	20	75
Street repair	Similar	50%	3	21	90
Street cleaning	Higher	77%	1	19	100
Street lighting	Higher	73%	1	19	100
Sidewalk maintenance	Higher	66%	1	17	100
Bus or transit services	Similar	61%	3	17	88
Land use, planning and zoning	Higher	58%	1	19	100
Code enforcement	Higher	58%	1	20	100
Affordable high-speed internet access	Higher	62%	1	14	100
Garbage collection	Similar	87%	7	19	68
Drinking water	Similar	64%	11	17	41
Sewer services	Similar	79%	6	20	75
Storm water management	Similar	75%	2	18	94
Power (electric and/or gas) utility	Similar	73%	9	16	50
Utility billing	Similar	66%	8	19	63
Police services	Higher	83%	1	21	100
Crime prevention	Much higher	73%	1	19	100
Animal control	Higher	77%	1	20	100
Ambulance or emergency medical services	Similar	91%	3	18	88
Fire services	Similar	94%	3	20	90
Fire prevention and education	Higher	82%	2	18	94
Emergency preparedness	Higher	70%	3	18	88

Please rate the quality of each of the following services in Clovis.

Preservation of natural areas	Similar	56%	7	18	66
Clovis open space	Similar	54%	7	17	64
Recycling	Similar	77%	6	20	75
Yard waste pick-up	Higher	86%	2	16	93
City parks	Similar	78%	5	18	77
Recreation programs or classes	Similar	71%	7	20	70
Recreation centers or facilities	Similar	66%	8	19	63
Health services	Higher	73%	3	17	88
Public library services	Similar	85%	5	19	77
Overall customer service by Clovis employees	Higher	81%	1	19	100

Please rate the following categories of Clovis government performance.

The value of services for the taxes paid to Clovis	Higher	63%	2	21	95
The overall direction that Clovis is taking	Higher	59%	3	19	89
The job Clovis government does at welcoming resident involvement	Higher	60%	2	21	95
Overall confidence in Clovis government	Higher	58%	2	19	94
Generally acting in the best interest of the community	Higher	64%	1	18	100
Being honest	Higher	63%	2	17	94
Being open and transparent to the public	Higher	62%	1	15	100
Informing residents about issues facing the community	Higher	55%	2	15	93
Treating all residents fairly	Higher	60%	3	18	88
Treating residents with respect	Higher	69%	1	14	100

Overall, how would you rate the quality of the services provided by each of the following?

The City of Clovis	Higher	74%	3	23	91
The Federal Government	Similar	27%	14	17	23

Please rate how important, if at all, you think it is for the Clovis community to focus on each of the following in the coming two years.

Overall economic health	Similar	90%	5	17	76
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Please rate how important, if at all, you think it is for the Clovis community to focus on each of the following in the coming two years.

Overall quality of the transportation system	Similar	75%	4	14	78
Overall design or layout of residential and commercial areas	Similar	83%	3	17	88
Overall quality of the utility infrastructure	Similar	95%	1	14	100
Overall feeling of safety	Similar	94%	1	17	100
Overall quality of natural environment	Similar	83%	5	17	76
Overall quality of parks and recreation opportunities	Similar	86%	2	14	92
Overall health and wellness opportunities	Similar	84%	3	17	88
Overall opportunities for education, culture, and the arts	Similar	84%	2	17	94
Residents' connection and engagement with their community	Similar	77%	2	17	94

In general, how many times do you:

Access the internet from your home	Similar	92%	7	14	57
Access the internet from your cell phone	Similar	94%	7	14	57
Visit social media sites	Similar	81%	3	14	85
Use or check email	Similar	96%	6	14	64
Share your opinions online	Similar	26%	12	14	21
Shop online	Similar	54%	6	14	64

Please rate your overall health.	Similar	70%	4	17	82
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What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:	Similar	18%	12	17	35
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Complete set of frequencies























This dashboard contains a complete set of responses to each question on the survey. By default, "don't know" responses are excluded, but may be added to the table using the response filter to the right. In some tables, the percentages may not sum to 100%; this is either because the question permitted the respondent to "choose all that apply", or for a question that asked the respondent to select one answer, it is due to the customary practice of rounding values to the nearest whole number.

Please rate each of the following aspects of quality of life in Clovis.	Question	Response	Frequency	
			Percentage	Count (N)
Clovis as a place to live	Clovis as a place to live	Excellent	51%	N=197
		Good	40%	N=158
		Fair	9%	N=34
		Poor	0%	N=1
Your neighborhood as a place to live	Your neighborhood as a place to live	Excellent	42%	N=163
		Good	45%	N=176
		Fair	11%	N=43
		Poor	2%	N=7
Clovis as a place to raise children	Clovis as a place to raise children	Excellent	53%	N=194
		Good	38%	N=137
		Fair	8%	N=30
		Poor	1%	N=2
Clovis as a place to work	Clovis as a place to work	Excellent	43%	N=127
		Good	38%	N=110
		Fair	15%	N=44
		Poor	4%	N=12
Clovis as a place to visit	Clovis as a place to visit	Excellent	29%	N=108
		Good	39%	N=147
		Fair	27%	N=101
		Poor	6%	N=21
Clovis as a place to retire	Clovis as a place to retire	Excellent	32%	N=115
		Good	41%	N=145
		Fair	19%	N=68
		Poor	8%	N=29
The overall quality of life	The overall quality of life	Excellent	37%	N=142
		Good	49%	N=188
		Fair	14%	N=56

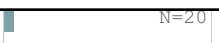































Please rate each of the following aspects of quality of life in Clovis.































The overall quality of life	Poor		N=1
Sense of community	Excellent		33% N=122
	Good		42% N=154
	Fair		20% N=73
	Poor		6% N=22































Please rate each of the following characteristics as they relate to Clovis as a whole.

Overall economic health	Excellent		25% N=87
	Good		58% N=199
	Fair		16% N=55
	Poor		1% N=5
Overall quality of the transportation system	Excellent		23% N=84
	Good		45% N=163
	Fair		23% N=85
	Poor		9% N=32
Overall design or layout of residential and commercial areas	Excellent		26% N=101
	Good		42% N=161
	Fair		25% N=97
	Poor		7% N=26
Overall quality of the utility infrastructure	Excellent		25% N=94
	Good		46% N=172
	Fair		19% N=72
	Poor		10% N=36
Overall feeling of safety	Excellent		37% N=144
	Good		47% N=181
	Fair		12% N=48
	Poor		4% N=15
Overall quality of natural environment	Excellent		28% N=103
	Good		50% N=186
	Fair		21% N=78
	Poor		2% N=7
Overall quality of parks and recreation opportunities	Excellent		31% N=118































Please rate each of the following characteristics as they relate to Clovis as a whole.	Overall quality of parks and recreation opportunities	Good		70% N=183
		Fair		15% N=58
		Poor		5% N=18
		Excellent		10% N=26
	Overall health and wellness opportunities	Excellent		29% N=108
		Good		43% N=158
		Fair		21% N=77
		Poor		7% N=26
	Overall opportunities for education, culture, and the arts	Excellent		29% N=111
		Good		42% N=158
		Fair		21% N=79
		Poor		8% N=31
	Residents' connection and engagement with their community	Excellent		23% N=81
		Good		40% N=141
		Fair		28% N=100
		Poor		9% N=31
Please indicate how likely or unlikely you are to do each of the following.	Recommend living in Clovis to someone who asks you	Very likely		59% N=227
		Somewhat likely		34% N=130
		Somewhat unlikely		4% N=17
		Very unlikely		3% N=13
	Remain in Clovis for the next five years	Very likely		66% N=244
		Somewhat likely		20% N=75
		Somewhat unlikely		6% N=22
		Very unlikely		8% N=31
Please rate how safe or unsafe you feel:	In your neighborhood during the day	Very safe		70% N=276
		Somewhat safe		24% N=92
		Neither safe nor unsafe		2% N=7
		Somewhat unsafe		3% N=11
		Very unsafe		2% N=6
	In Clovis's Old Town/commercial area during the day	Very safe		65% N=248
		Somewhat safe		27% N=105

Please rate how safe or unsafe you feel:	In Clovis's Old Town/commercial area during the day	Neither safe nor unsafe		3% N=10
		Somewhat unsafe		30% N=117
From property crime		Very safe		47% N=179
		Somewhat safe		11% N=42
		Neither safe nor unsafe		8% N=30
		Somewhat unsafe		4% N=16
		Very unsafe		39% N=151
		Very safe		45% N=171
		Somewhat safe		8% N=31
From violent crime		Neither safe nor unsafe		7% N=25
		Somewhat unsafe		2% N=6
		Very unsafe		50% N=190
		Very safe		36% N=139
		Somewhat safe		9% N=36
From fire, flood, or other natural disaster		Neither safe nor unsafe		4% N=17
		Somewhat unsafe		0% N=0
		Very unsafe		25% N=91
		Excellent		51% N=185
		Good		16% N=58
Making all residents feel welcome		Fair		7% N=26
		Poor		22% N=75
		Excellent		42% N=147
		Good		24% N=83
Attracting people from diverse backgrounds		Fair		12% N=41
		Poor		24% N=83
		Excellent		43% N=150
		Good		22% N=77
Valuing/respecting residents from diverse backgrounds		Fair		12% N=41
		Poor		22% N=68
		Excellent		22% N=68
		Excellent		22% N=68
Taking care of vulnerable residents		Excellent		22% N=68
























Please rate the job you feel the Clovis community does at each of the following.	Taking care of vulnerable residents	Good		23% N=73
		Fair		15% N=48
		Poor		15% N=48
Please rate each of the following in the Clovis community.	Overall quality of business and service establishments	Excellent		32% N=124
		Good		50% N=194
		Fair		16% N=60
		Poor		2% N=7
	Variety of business and service establishments	Excellent		31% N=119
		Good		44% N=170
		Fair		21% N=81
		Poor		4% N=17
	Vibrancy of Old Town/commercial area	Excellent		41% N=155
		Good		36% N=134
		Fair		21% N=79
		Poor		2% N=9
Employment opportunities	Excellent		20% N=61	
	Good		42% N=128	
	Fair		29% N=87	
	Poor		8% N=25	
Shopping opportunities	Excellent		27% N=105	
	Good		46% N=180	
	Fair		24% N=93	
	Poor		3% N=13	
Cost of living	Excellent		10% N=37	
	Good		31% N=117	
	Fair		41% N=156	
	Poor		19% N=74	
Overall image or reputation	Excellent		35% N=136	
	Good		50% N=192	
	Fair		11% N=44	

Please rate each of the following in the Clovis community.	Overall image or reputation	Poor		13% N=13
Please also rate each of the following in the Clovis community.	Traffic flow on major streets	Excellent		12% N=46
		Good		43% N=168
		Fair		36% N=141
		Poor		9% N=36
Ease of public parking	Excellent		19% N=71	
	Good		49% N=185	
	Fair		27% N=103	
	Poor		6% N=23	
Ease of travel by car	Excellent		25% N=98	
	Good		52% N=202	
	Fair		21% N=81	
	Poor		2% N=9	
Ease of travel by public transportation	Excellent		19% N=34	
	Good		29% N=52	
	Fair		25% N=44	
	Poor		28% N=50	
Ease of travel by bicycle	Excellent		22% N=63	
	Good		43% N=123	
	Fair		25% N=72	
	Poor		10% N=28	
Ease of walking	Excellent		27% N=99	
	Good		49% N=179	
	Fair		17% N=62	
	Poor		7% N=25	
Well-planned residential growth	Excellent		17% N=57	
	Good		43% N=145	
	Fair		26% N=89	
	Poor		14% N=46	
Well-planned commercial growth	Excellent		15% N=49	































Please also rate each of the following in the Clovis community.

Well-planned commercial growth	Good		29% N=93
	Fair		14% N=44
	Poor		18% N=66
Well-designed neighborhoods	Excellent		48% N=180
	Good		24% N=91
	Fair		9% N=35
	Poor		24% N=83
Preservation of the historical or cultural character of the community	Excellent		57% N=199
	Good		14% N=51
	Fair		5% N=17
	Poor		21% N=80
Public places where people want to spend time	Excellent		51% N=193
	Good		20% N=74
	Fair		8% N=29
	Poor		15% N=55
Variety of housing options	Excellent		35% N=125
	Good		30% N=109
	Fair		20% N=70
	Poor		8% N=27
Availability of affordable quality housing	Excellent		23% N=81
	Good		36% N=127
	Fair		33% N=118
	Poor		21% N=71
Overall quality of new development	Excellent		40% N=133
	Good		29% N=96
	Fair		10% N=33
	Poor		31% N=121
Overall appearance	Excellent		53% N=206
	Good		15% N=59
	Fair		15% N=59




























Please also rate each of the following in the Clovis community.

Overall appearance	Poor		N=
Cleanliness	Excellent		35% N=136
	Good		43% N=167
	Fair		20% N=77
	Poor		2% N=7
Water resources	Excellent		19% N=67
	Good		39% N=138
	Fair		30% N=106
	Poor		12% N=44
Air quality	Excellent		9% N=33
	Good		32% N=121
	Fair		32% N=123
	Poor		27% N=102
Availability of paths and walking trails	Excellent		34% N=126
	Good		44% N=163
	Fair		19% N=71
	Poor		3% N=11
Fitness opportunities	Excellent		33% N=119
	Good		42% N=150
	Fair		22% N=78
	Poor		3% N=11
Recreational opportunities	Excellent		20% N=71
	Good		48% N=169
	Fair		25% N=88
	Poor		6% N=20
Availability of affordable quality food	Excellent		21% N=80
	Good		42% N=162
	Fair		26% N=98
	Poor		12% N=44
Availability of affordable quality health care	Excellent		18% N=62

Please also rate each of the following in the Clovis community.

Availability of affordable quality health care	Good		25% N=87
	Fair		15% N=52
	Poor		17% N=56
Availability of preventive health services	Excellent		47% N=158
	Good		25% N=83
	Fair		11% N=35
	Poor		10% N=24
Availability of affordable quality mental health care	Excellent		33% N=80
	Good		30% N=73
	Fair		27% N=67
	Poor		19% N=67
Opportunities to attend cultural/arts/music activities	Excellent		37% N=129
	Good		31% N=108
	Fair		12% N=43
	Poor		13% N=38
Community support for the arts	Excellent		44% N=129
	Good		27% N=79
	Fair		16% N=47
	Poor		20% N=48
Availability of affordable quality childcare/preschool	Excellent		40% N=95
	Good		23% N=55
	Fair		16% N=37
	Poor		48% N=157
K-12 education	Excellent		39% N=128
	Good		8% N=26
	Fair		6% N=20
	Poor		31% N=95
Adult educational opportunities	Excellent		51% N=157
	Good		16% N=49
	Fair		16% N=49

Please also rate each of the following in the Clovis community.

Adult educational opportunities	Poor		N=6	
Sense of civic/community pride	Excellent		29% N=104	
	Good		42% N=147	
	Fair		19% N=67	
	Poor		10% N=34	
Neighborliness of residents	Excellent		22% N=84	
	Good		43% N=163	
	Fair		24% N=91	
	Poor		10% N=39	
Opportunities to participate in social events and activities	Excellent		22% N=78	
	Good		44% N=156	
	Fair		28% N=99	
	Poor		6% N=20	
Opportunities to attend special events and festivals	Excellent		31% N=113	
	Good		40% N=143	
	Fair		25% N=91	
	Poor		4% N=13	
Opportunities to volunteer	Excellent		27% N=74	
	Good		43% N=119	
	Fair		26% N=72	
	Poor		5% N=13	
Opportunities to participate in community matters	Excellent		26% N=72	
	Good		44% N=124	
	Fair		24% N=67	
	Poor		6% N=18	
Openness and acceptance of the community toward people of diverse backgrounds	Excellent		22% N=71	
	Good		35% N=115	
	Fair		26% N=85	
	Poor		16% N=53	
Please indicate whether or not you have done each of the following in the last 12 months.	Contacted the City of Clovis for help or information	No		51% N=197

Please indicate whether or not you have done each of the following in the last 12 months.

Please indicate whether or not you have done each of the following in the last 12 months.	Contacted the City of Clovis for help or information	Yes		19% N=193
	Contacted Clovis elected officials to express your opinion	No		94% N=367
		Yes		6% N=22
	Attended a local public meeting	No		87% N=339
		Yes		13% N=50
	Watched a local public meeting	No		85% N=332
		Yes		15% N=57
	Volunteered your time to some group/activity	No		79% N=307
		Yes		21% N=81
	Campaigned or advocated for a local issue, cause, or candidate	No		91% N=350
		Yes		9% N=37
	Voted in your most recent local election	No		26% N=100
		Yes		74% N=287
	Used public transportation instead of driving	No		86% N=330
		Yes		14% N=52
	Carpooled with other adults or children instead of driving alone	No		52% N=203
		Yes		48% N=186
	Walked or biked instead of driving	No		41% N=161
		Yes		59% N=228
	Please rate the quality of each of the following services in Clovis.	Public information services	Excellent	
Good				53% N=171
Fair				24% N=76
Poor				2% N=5
Economic development		Excellent		19% N=55
		Good		52% N=154
		Fair		25% N=74
		Poor		5% N=14
Traffic enforcement		Excellent		19% N=67
		Good		42% N=151
		Fair		26% N=92

Please rate the quality of each of the following services in Clovis.

Traffic enforcement	Poor		N=47
Traffic signal timing	Excellent		14% N=53
	Good		39% N=146
	Fair		29% N=107
	Poor		18% N=66
Street repair	Excellent		17% N=63
	Good		33% N=126
	Fair		31% N=117
	Poor		19% N=70
Street cleaning	Excellent		32% N=122
	Good		45% N=170
	Fair		18% N=69
	Poor		5% N=17
Street lighting	Excellent		24% N=89
	Good		50% N=188
	Fair		20% N=77
	Poor		6% N=23
Sidewalk maintenance	Excellent		19% N=72
	Good		47% N=175
	Fair		26% N=95
	Poor		8% N=29
Bus or transit services	Excellent		19% N=40
	Good		41% N=86
	Fair		21% N=44
	Poor		18% N=38
Land use, planning and zoning	Excellent		16% N=41
	Good		42% N=110
	Fair		23% N=59
	Poor		19% N=50
Code enforcement	Excellent		17% N=50































Please rate the quality of each of the following services in Clovis.

Code enforcement	Good		29% N=84
	Fair		14% N=40
	Poor		21% N=70
Affordable high-speed internet access	Excellent		41% N=141
	Good		25% N=86
	Fair		13% N=43
	Poor		39% N=149
Garbage collection	Excellent		47% N=180
	Good		12% N=44
	Fair		2% N=6
	Poor		23% N=85
Drinking water	Excellent		42% N=158
	Good		26% N=99
	Fair		9% N=35
	Poor		28% N=103
Sewer services	Excellent		51% N=184
	Good		20% N=71
	Fair		1% N=4
	Poor		30% N=104
Storm water management	Excellent		45% N=158
	Good		19% N=66
	Fair		6% N=22
	Poor		24% N=90
Power (electric and/or gas) utility	Excellent		49% N=182
	Good		15% N=55
	Fair		12% N=46
	Poor		21% N=79
Utility billing	Excellent		45% N=170
	Good		22% N=81
	Fair		21% N=79


Please rate the quality of each of the following services in Clovis.

Utility billing	Poor		4% N=46
Police services	Excellent		50% N=185
	Good		33% N=120
	Fair		12% N=44
	Poor		5% N=20
Crime prevention	Excellent		34% N=119
	Good		40% N=142
	Fair		19% N=69
	Poor		7% N=25
Animal control	Excellent		29% N=89
	Good		48% N=145
	Fair		15% N=47
	Poor		8% N=23
Ambulance or emergency medical services	Excellent		45% N=134
	Good		46% N=138
	Fair		8% N=24
	Poor		1% N=3
Fire services	Excellent		53% N=168
	Good		41% N=128
	Fair		6% N=20
Fire prevention and education	Excellent		38% N=101
	Good		43% N=114
	Fair		15% N=41
	Poor		3% N=9
Emergency preparedness	Excellent		30% N=73
	Good		41% N=99
	Fair		17% N=41
	Poor		13% N=31
Preservation of natural areas	Excellent		20% N=58
	Good		37% N=107























Please rate the quality of each of the following services in Clovis.

Preservation of natural areas	Fair		16% N=47
	Poor		16% N=47
Clovis open space	Excellent		15% N=49
	Good		39% N=128
	Fair		35% N=112
	Poor		11% N=36
Recycling	Excellent		25% N=92
	Good		52% N=187
	Fair		17% N=61
	Poor		6% N=23
Yard waste pick-up	Excellent		43% N=148
	Good		44% N=150
	Fair		10% N=34
	Poor		4% N=13
City parks	Excellent		30% N=111
	Good		48% N=177
	Fair		17% N=63
	Poor		5% N=17
Recreation programs or classes	Excellent		22% N=52
	Good		49% N=118
	Fair		18% N=44
	Poor		11% N=27
Recreation centers or facilities	Excellent		20% N=54
	Good		45% N=120
	Fair		24% N=63
	Poor		11% N=28
Health services	Excellent		21% N=63
	Good		52% N=153
	Fair		19% N=56
	Poor		8% N=24

Please rate the quality of each of the following services in Clovis.

Public library services	Excellent		43% N=141
	Good		10% N=35
	Fair		5% N=16
	Poor		39% N=133
Overall customer service by Clovis employees	Good		42% N=143
	Fair		16% N=55
	Poor		3% N=9

Please rate the following categories of Clovis government performance.

The value of services for the taxes paid to Clovis	Excellent		17% N=57
	Good		46% N=152
	Fair		27% N=88
	Poor		10% N=35
The overall direction that Clovis is taking	Excellent		20% N=68
	Good		39% N=133
	Fair		29% N=97
	Poor		12% N=41
The job Clovis government does at welcoming resident involvement	Excellent		18% N=50
	Good		42% N=120
	Fair		22% N=62
	Poor		18% N=51
Overall confidence in Clovis government	Excellent		18% N=60
	Good		41% N=139
	Fair		28% N=96
	Poor		13% N=45
Generally acting in the best interest of the community	Excellent		23% N=77
	Good		41% N=138
	Fair		22% N=75
	Poor		13% N=45
Being honest	Excellent		19% N=57
	Good		44% N=133

Please rate the following categories of Clovis government performance.

Being honest	Fair	11%	N=76
	Poor	11%	N=33
Being open and transparent to the public	Excellent	19%	N=58
	Good	43%	N=130
	Fair	26%	N=79
	Poor	12%	N=36
Informing residents about issues facing the community	Excellent	18%	N=58
	Good	37%	N=121
	Fair	26%	N=85
	Poor	19%	N=61
Treating all residents fairly	Excellent	22%	N=68
	Good	39%	N=123
	Fair	24%	N=75
	Poor	16%	N=50
Treating residents with respect	Excellent	25%	N=83
	Good	44%	N=143
	Fair	19%	N=64
	Poor	11%	N=37









Overall, how would you rate the quality of the services provided by each of the following?

The City of Clovis	Excellent	33%	N=124
	Good	41%	N=156
	Fair	22%	N=84
	Poor	3%	N=13
The Federal Government	Excellent	7%	N=24
	Good	20%	N=71
	Fair	36%	N=127
	Poor	37%	N=132

Please rate how important, if at all, you think it is for the Clovis community to focus on each of the following in the coming two years.

Overall economic health	Essential	53%	N=204
	Very important	37%	N=142
	Somewhat important	9%	N=37
	Not at all important	1%	N=2

Please rate how important, if at all, you think it is for the Clovis community to focus on each of the following in the coming two years.

Overall quality of the transportation system	Essential		38% N=150
	Very important		22% N=86
	Somewhat important		3% N=12
	Not at all important		40% N=156
Overall design or layout of residential and commercial areas	Essential		43% N=167
	Very important		16% N=63
	Somewhat important		1% N=4
	Not at all important		59% N=232
Overall quality of the utility infrastructure	Essential		35% N=138
	Very important		5% N=19
	Somewhat important		0% N=1
	Not at all important		71% N=279
Overall feeling of safety	Essential		23% N=88
	Very important		5% N=18
	Somewhat important		1% N=5
	Not at all important		42% N=165
Overall quality of natural environment	Essential		41% N=160
	Very important		15% N=59
	Somewhat important		2% N=7
	Not at all important		37% N=143
Overall quality of parks and recreation opportunities	Essential		49% N=193
	Very important		13% N=52
	Somewhat important		1% N=3
	Not at all important		44% N=171
Overall health and wellness opportunities	Essential		40% N=157
	Very important		15% N=58
	Somewhat important		1% N=5
	Not at all important		45% N=175
Overall opportunities for education, culture, and the arts	Essential		39% N=153
	Very important		45% N=175

Please rate how important, if at all, you think it is for the Clovis community to focus on each of the following in the coming two years.

Overall opportunities for education, culture, and the arts

Somewhat important

Not at all important

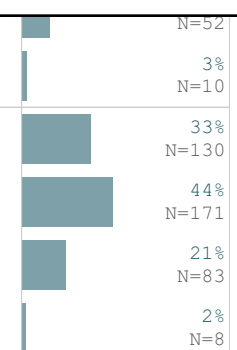
Residents' connection and engagement with their community

Essential

Very important

Somewhat important

Not at all important



Please rate how important, if at all, you think it is for the City of Clovis to invest in each of the following.

Residents' connection and engagement with their community

Essential

Very important

Somewhat important

Not at all important

Economic development

Essential

Very important

Somewhat important

Not at all important

Public safety (police/fire)

Essential

Very important

Somewhat important

Not at all important

Parks/trails

Essential

Very important

Somewhat important

Not at all important

Street repair and maintenance

Essential

Very important

Somewhat important

Senior services

Essential

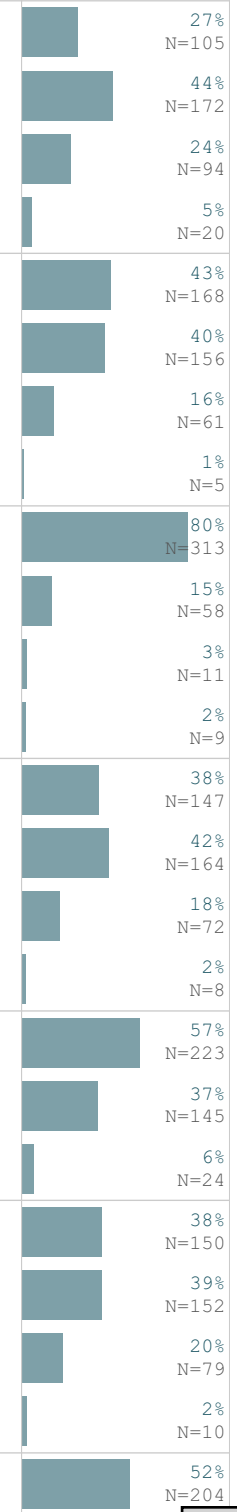
Very important

Somewhat important














Not at all important

Affordable housing
















Essential
























Please rate how important, if at all, you think it is for the City of Clovis to invest in each of the following.

Affordable housing	Very important		17% N=67
	Somewhat important		5% N=21
	Not at all important		43% N=168
Land use planning	Essential		43% N=166
	Very important		13% N=52
	Somewhat important		1% N=5
	Not at all important		31% N=121
Public transportation	Essential		37% N=145
	Very important		27% N=105
	Somewhat important		5% N=19
	Not at all important		27% N=107
Recreation	Essential		43% N=168
	Very important		27% N=105
	Somewhat important		3% N=11
	Not at all important		19% N=69










Please indicate how much, if at all, each of the following are a problem in Clovis.

Homelessness	Major problem		43% N=161
	Moderate problem		28% N=102
	Minor problem		10% N=38
	Not a problem		42% N=153
Availability of affordable housing	Major problem		31% N=112
	Moderate problem		19% N=67
	Minor problem		8% N=28
	Not a problem		22% N=80
Too much growth	Major problem		27% N=101
	Moderate problem		29% N=109
	Minor problem		22% N=82
	Not a problem		2% N=7
Lack of growth	Major problem		10% N=34
	Moderate problem		20% N=72
	Minor problem		2% N=7
















Please indicate how much, if at all, each of the following are a problem in Clovis.

Lack of growth	Not a problem		100% N=240
Run-down buildings, weed lots, or junk vehicles	Major problem		4% N=17
	Moderate problem		19% N=73
	Minor problem		44% N=167
	Not a problem		32% N=121
Availability of public transportation	Major problem		11% N=33
	Moderate problem		26% N=82
	Minor problem		25% N=77
	Not a problem		38% N=118
Traffic	Major problem		14% N=53
	Moderate problem		31% N=117
	Minor problem		33% N=127
	Not a problem		22% N=86
Crime	Major problem		14% N=53
	Moderate problem		41% N=152
	Minor problem		33% N=122
	Not a problem		13% N=48
Drugs	Major problem		24% N=84
	Moderate problem		37% N=129
	Minor problem		28% N=97
	Not a problem		11% N=38









Please rate how important, if at all, each of the following is for Clovis to address in the coming two years.

Increasing the amount of activities for seniors, such as group exercise classes, arts and history classes, pickleball courts, etc.	Essential		21% N=80
	Very important		33% N=124
	Somewhat important		37% N=140
	Not at all important		8% N=29
Increasing the amount of activities for youth	Essential		37% N=137
	Very important		44% N=163
	Somewhat important		18% N=66
	Not at all important		2% N=6
Providing more affordable housing	Essential		47% N=176

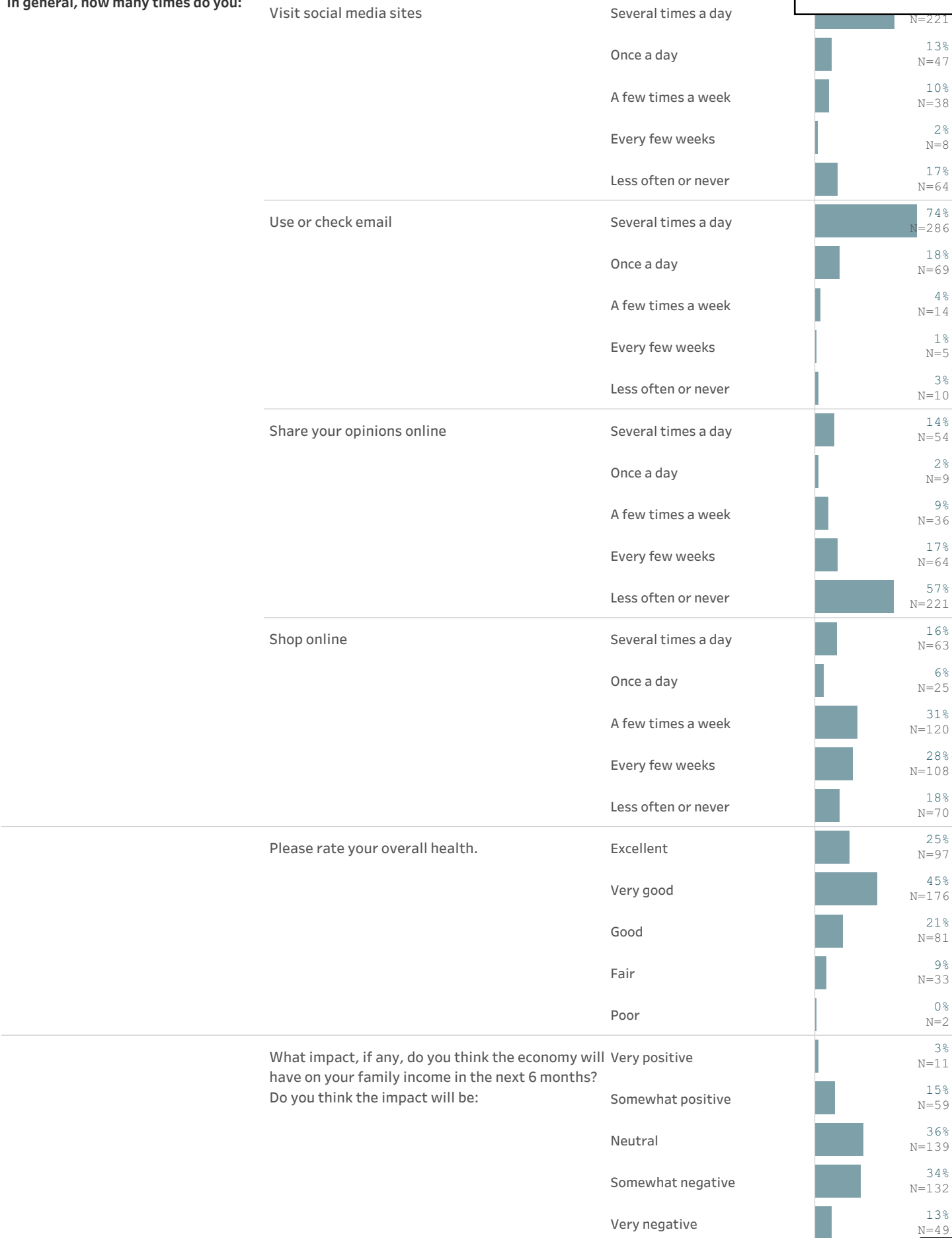
Please rate how important, if at all, each of the following is for Clovis to address in the coming two years.































Providing more affordable housing	Very important		18% N=68
	Somewhat important		12% N=44
	Not at all important		6% N=22
Providing additional community recreation facilities	Essential		23% N=87
	Very important		34% N=127
	Somewhat important		37% N=140
	Not at all important		3% N=11
Planning, development, and growth management	Essential		35% N=132
	Very important		42% N=159
	Somewhat important		21% N=78
	Not at all important		3% N=11
Increasing employment opportunities	Essential		36% N=135
	Very important		48% N=178
	Somewhat important		15% N=56
	Not at all important		1% N=4
Protecting natural resources (rivers and lakes, open space, etc.)	Essential		50% N=191
	Very important		32% N=121
	Somewhat important		16% N=61
	Not at all important		2% N=8
Improving traffic and road conditions	Essential		45% N=174
	Very important		35% N=136
	Somewhat important		19% N=73
	Not at all important		1% N=6
Please indicate whether you feel there are the right amount, too many, or not enough of each in the City of Clovis.	Single-family detached homes	Too many	
		Right amount	
		Not enough	
Townhouses	Too many		
	Right amount		
	Not enough		
Multi-family residential housing (apartments/condominiums)	Too many		























Please indicate whether you feel there are the right amount, too many, or not enough of each in the City of Clovis.

Multi-family residential housing (apartments/condominiums)	Right amount	 14% N=146	
	Not enough	 30% N=100	
Independent housing options for older adults	Too many	 5% N=13	
	Right amount	 43% N=124	
	Not enough	 52% N=149	
Housing options for young residents	Too many	 1% N=2	
	Right amount	 32% N=96	
	Not enough	 67% N=203	
Middle-income housing options	Too many	 4% N=13	
	Right amount	 40% N=141	
	Not enough	 56% N=195	
Low-income housing options	Too many	 11% N=32	
	Right amount	 30% N=89	
	Not enough	 59% N=173	
Housing for people experiencing homelessness	Too many	 11% N=26	
	Right amount	 27% N=67	
	Not enough	 62% N=153	
Senior assisted living	Too many	 6% N=17	
	Right amount	 40% N=111	
	Not enough	 53% N=146	
In general, how many times do you:	Access the internet from your home	Several times a day	 80% N=310
		Once a day	 7% N=26
		A few times a week	 5% N=21
		Every few weeks	 3% N=10
		Less often or never	 5% N=21
		Access the internet from your cell phone	Several times a day
Once a day	 6% N=21		
A few times a week	 3% N=12		
Every few weeks	 1% N=4		
Less often or never	 5% N=20		

In general, how many times do you:



How many years have you lived in Clovis?	Less than 2 years		4% N=44
	2-5 years		20% N=77
	6-10 years		18% N=69
	11-20 years		14% N=53
	More than 20 years		38% N=147
	Which best describes the building you live in?	Single-family detached home	
Townhouse or duplex (may share walls but no units above or below you)			10% N=38
Condominium or apartment (have units above or below you)			13% N=49
Mobile home			2% N=6
Other			1% N=5
Do you rent or own your home?		Rent	
	Own		66% N=258
About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance and homeowners' association (HOA) fees)?	Less than \$300		3% N=10
	\$300 to \$599		5% N=18
	\$600 to \$999		10% N=36
	\$1,000 to \$1,499		22% N=82
	\$1,500 to \$2,499		36% N=138
	\$2,500 to \$3,999		20% N=74
	\$4,000 to \$6,999		4% N=16
	\$7,000 to \$9,999		0% N=1
	\$10,000 or more		1% N=3
	Do any children 17 or under live in your household?	No	
Yes			40% N=157
Are you or any other members of your household aged 65 or older?	No		69% N=269
	Yes		31% N=121
How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)	Less than \$25,000		10% N=38
	\$25,000 to \$49,999		20% N=73
	\$50,000 to \$74,999		18% N=66
	\$75,000 to \$99,999		14% N=51
	\$100,000 to \$149,999		17% N=63

How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)	\$150,000 to \$199,999		8% N=31
	\$200,000 to \$299,999		3% N=10
	\$300,000 or more		43% N=153
Are you of Hispanic, Latino/a/x, or Spanish origin?	No, not of Hispanic, Latino/a/x, or Spanish origin		71% N=273
	Yes, I consider myself to be of Hispanic, Latino/a/x, or Spanish origin		29% N=110
What is your race? (Mark one or more races to indicate what race you consider yourself to be.)	American Indian or Alaska Native		4% N=15
	Asian		16% N=61
	Black or African American		1% N=4
	Native Hawaiian or Other Pacific Islander		1% N=3
	White		69% N=265
	A race not listed		15% N=57
In which category is your age?	18-24 years		5% N=20
	25-34 years		24% N=94
	35-44 years		18% N=71
	45-54 years		18% N=71
	55-64 years		12% N=46
	65-74 years		13% N=52
	75 years or older		9% N=36
What is your gender?	Woman		52% N=203
	Man		48% N=186
	Identify in another way		0% N=0
If you identify in another way, how would you describe your gender?	Identify in another way		100% N=0

Full trends

This table contains the trends over time for the City of Clovis. The combined “percent positive” responses for each survey year are presented (e.g., excellent/good or yes). If an item was not included during an administration of the survey, no percentage will be shown in the table. If the difference between the 2021 and 2023 surveys is greater than seven percentage points, the change is statistically significant.

It is important to note that in 2020, The NCS survey was updated to include new and refreshed items. Consequently, some of the trends may be impacted due to wording modifications that could have potentially altered the meaning of the item for the respondent.

		2013	2015	2017	2019	2021	2023
Please rate each of the following aspects of quality of life in Clovis.	Clovis as a place to live	90%	93%	95%	97%	89%	91%
	Your neighborhood as a place to live	80%	83%	87%	88%	86%	87%
	Clovis as a place to raise children	90%	92%	89%	94%	91%	91%
	Clovis as a place to work	76%	81%	73%	88%	78%	81%
	Clovis as a place to visit		68%	68%	73%	62%	68%
	Clovis as a place to retire	73%	76%	74%	77%	66%	73%
	The overall quality of life	88%	90%	89%	92%	83%	85%
	Sense of community	77%	77%	70%	76%	68%	74%
Please rate each of the following characteristics as they relate to Clovis as a whole.	Overall economic health		81%	80%	84%	74%	83%
	Overall quality of the transportation system					64%	68%
	Overall design or layout of residential and commercial areas		81%	79%	76%	66%	68%
	Overall quality of the utility infrastructure					81%	71%
	Overall feeling of safety		90%	91%	88%	80%	84%
	Overall quality of natural environment	65%	79%	80%	81%	68%	77%
	Overall quality of parks and recreation opportunities					76%	80%
	Overall health and wellness opportunities		78%	79%	75%	71%	72%
	Overall opportunities for education, culture, and the arts		87%	80%	83%	61%	71%
	Residents’ connection and engagement with their community					63%	63%
Please indicate how likely or unlikely you are to do each of the following.	Recommend living in Clovis to someone who asks	94%	96%	98%	96%	83%	92%
	Remain in Clovis for the next five years	89%	93%	86%	93%	86%	86%
Please rate how safe or unsafe you feel:	In your neighborhood during the day	93%	92%	96%	94%	95%	94%
	In Clovis’s Old Town/commercial area during the day	92%	96%	94%	95%	91%	92%

Please rate how safe or unsafe you feel:	From property crime	69%				
	From violent crime	81%	82%	84%		
	From fire, flood, or other natural disaster		90%	86%		
Please rate the job you feel the Clovis community does at each of the following.	Making all residents feel welcome		65%	76%		
	Attracting people from diverse backgrounds		50%	64%		
	Valuing/respecting residents from diverse backgrounds		53%	66%		
	Taking care of vulnerable residents		58%	61%		
Please rate each of the following in the Clovis community.	Overall quality of business and service establishments	71%	75%	76%	78%	81% 82%
	Variety of business and service establishments		74%	75%		
	Vibrancy of Old Town/commercial area	72%	70%	73%	80%	77%
	Employment opportunities	42%	56%	45%	58%	56% 62%
	Shopping opportunities	70%	72%	80%	76%	75% 73%
	Cost of living	57%	47%	50%	46%	40%
	Overall image or reputation	81%	91%	91%	91%	82% 85%
Please also rate each of the following in the Clovis community.	Traffic flow on major streets	56%	67%	70%	62%	58% 55%
	Ease of public parking	68%	60%	71%	64%	67%
	Ease of travel by car	75%	79%	80%	81%	80% 77%
	Ease of travel by public transportation	54%	54%	69%	49%	48%
	Ease of travel by bicycle	72%	78%	71%	71%	66% 65%
	Ease of walking	75%	83%	84%	79%	73% 76%
	Well-planned residential growth		60%	60%		
	Well-planned commercial growth		62%	58%		
	Well-designed neighborhoods		68%	66%		
	Preservation of the historical or cultural character of the community		71%	80%		
	Public places where people want to spend time	71%	78%	78%	66%	73%
	Variety of housing options	73%	75%	63%	65%	49% 50%
	Availability of affordable quality housing	60%	61%	51%	51%	37% 31%
	Overall quality of new development	77%	76%	72%	71%	61% 61%
	Overall appearance	81%	81%	83%	85%	80% 85%

Please also rate each of the following in the Clovis community.	Cleanliness	82%	7						
	Water resources			48%	58%				
	Air quality	29%	28%	25%	32%	24%	40%		
	Availability of paths and walking trails	76%	85%	88%	83%	72%	78%		
	Fitness opportunities			81%	79%	76%	75%	75%	
	Recreational opportunities	54%	72%	61%	64%	61%	69%		
	Availability of affordable quality food	71%	77%	78%	77%	74%	63%		
	Availability of affordable quality health care	66%	72%	72%	78%	62%	60%		
	Availability of preventive health services	64%	73%	64%	79%	64%	64%		
	Availability of affordable quality mental health care			61%	46%	60%	44%	43%	
	Opportunities to attend cultural/arts/music activities	52%	63%	65%	61%	51%	57%		
	Community support for the arts					53%	57%		
	Availability of affordable quality childcare/preschool	52%	69%	66%	70%	55%	61%		
	K-12 education	88%	89%	95%	87%	78%	86%		
	Adult educational opportunities			85%	83%	79%	73%	82%	
	Sense of civic/community pride					71%	71%		
	Neighborliness of residents			61%	65%	69%	66%	65%	
	Opportunities to participate in social events and activities	69%	74%	72%	70%	61%	66%		
	Opportunities to attend special events and festivals			81%	77%	78%	71%	71%	
	Opportunities to volunteer	69%	76%	69%	75%	64%	69%		
Opportunities to participate in community matters	64%	72%	66%	66%	64%	70%			
Openness and acceptance of the community toward people of diver..	60%	58%	59%	64%	51%	57%			
Please indicate whether or not you have done each of the following in the last 12 months.	Contacted the City of Clovis for help or information	50%	48%	39%	40%	42%	50%		
	Contacted Clovis elected officials to express your opinion			9%	11%	8%	8%	6%	
	Attended a local public meeting	19%	10%	19%	11%	8%	13%		
	Watched a local public meeting					28%	15%		
	Volunteered your time to some group/activity	33%	28%	33%	26%	18%	21%		
	Campaigned or advocated for a local issue, cause, or candidate			19%	19%	18%	15%	10%	
	Voted in your most recent local election	74%					82%	74%	

Please indicate whether or not you have done each of the following in the last 12 months.	Used public transportation instead of driving	1
	Carpooled with other adults or children instead of driving alone	40% 48% 42% 51% 48%
	Walked or biked instead of driving	49% 58% 55% 52% 59%

Please rate the quality of each of the following services in Clovis.	Public information services	74% 71% 73% 77% 76% 75%
	Economic development	59% 66% 69% 73% 63% 70%
	Traffic enforcement	74% 77% 76% 80% 68% 61%
	Traffic signal timing	52% 55% 53% 61% 53% 53%
	Street repair	56% 64% 62% 58% 56% 50%
	Street cleaning	80% 83% 81% 84% 79% 77%
	Street lighting	70% 75% 75% 76% 69% 73%
	Sidewalk maintenance	61% 67% 69% 70% 65% 66%
	Bus or transit services	64% 72% 66% 70% 50% 61%
	Land use, planning and zoning	50% 66% 61% 62% 56% 58%
	Code enforcement	51% 56% 54% 60% 57% 58%
	Affordable high-speed internet access	60% 62%
	Garbage collection	87% 90% 87% 91% 85% 87%
	Drinking water	64% 65% 57% 69% 67% 64%
	Sewer services	80% 82% 81% 85% 87% 79%
	Storm water management	73% 80% 68% 81% 77% 75%
	Power (electric and/or gas) utility	73% 73% 78% 74% 73%
	Utility billing	71% 70% 74% 66% 66%
	Police services	90% 93% 96% 92% 78% 83%
	Crime prevention	80% 83% 85% 86% 73% 73%
	Animal control	68% 74% 74% 69% 75% 77%
	Ambulance or emergency medical services	94% 94% 97% 95% 88% 91%
	Fire services	95% 97% 97% 95% 93% 94%
Fire prevention and education	81% 86% 88% 81% 84% 82%	
Emergency preparedness	58% 59% 58% 51% 66% 70%	
Preservation of natural areas	54% 54% 62% 50% 56% 56%	

Please rate the quality of each of the following services in Clovis.	Clovis open space	6
	Recycling	85% 89% 83% 87% 79% 77%
	Yard waste pick-up	85% 89% 86% 90% 84% 86%
	City parks	78% 81% 84% 82% 71% 78%
	Recreation programs or classes	71% 80% 71% 75% 66% 71%
	Recreation centers or facilities	67% 74% 64% 74% 67% 66%
	Health services	72% 76% 74% 80% 70% 73%
	Public library services	81% 78% 90% 80% 76% 85%
	Overall customer service by Clovis employees	81% 77% 81% 81% 78% 81%
Please rate the following categories of Clovis government performance.	The value of services for the taxes paid to Clovis	65% 63% 58% 62% 65% 63%
	The overall direction that Clovis is taking	74% 72% 75% 71% 60% 59%
	The job Clovis government does at welcoming resident involvement	61% 69% 57% 58% 59% 60%
	Overall confidence in Clovis government	72% 69% 64% 56% 58%
	Generally acting in the best interest of the community	74% 69% 65% 59% 64%
	Being honest	72% 67% 63% 58% 63%
	Being open and transparent to the public	56% 62%
	Informing residents about issues facing the community	55% 55%
	Treating all residents fairly	65% 65% 60% 55% 60%
	Treating residents with respect	62% 69%
Overall, how would you rate the quality of the services provided by each of the following?	The City of Clovis	84% 84% 85% 88% 75% 74%
	The Federal Government	38% 37% 42% 34% 30% 27%
Please rate how important, if at all, you think it is for the Clovis community to focus on each of the following in the coming two years.	Overall economic health	92% 91% 91% 89% 90%
	Overall quality of the transportation system	73% 75%
	Overall design or layout of residential and commercial areas	83% 85% 80% 73% 83%
	Overall quality of the utility infrastructure	88% 95%
	Overall feeling of safety	96% 95% 93% 96% 94%
	Overall quality of natural environment	85% 92% 83% 82% 83%
	Overall quality of parks and recreation opportunities	77% 86%
	Overall health and wellness opportunities	82% 83% 82% 74% 84%

Please rate how important, if at all, you think it is for the Clovis community to focus on each of the following in the coming two years.	Overall opportunities for education, culture, and the arts	87%	85%	83%	61%	77%
	Residents' connection and engagement with their community	87%	85%	83%	61%	77%
In general, how many times do you:	Access the internet from your home	94%	92%			
	Access the internet from your cell phone	95%	94%			
	Visit social media sites	81%	81%			
	Use or check email	96%	96%			
	Share your opinions online	28%	26%			
	Shop online	58%	54%			
	Please rate your overall health.	56%	59%	63%	65%	70%
What impact, if any, do you think the economy will have on your fa..	27%	25%	36%	34%	27%	18%

Methods (open participation)

As part of its participation in The National Community Survey™ (The NCST™), the City of Clovis conducted a survey of 394 residents. Survey invitations were mailed to randomly selected households and data were collected from September 1st, 2023 to October 13th, 2023. The results from this main survey effort represent the most robust estimate of your residents’ opinions.

After the above data collection period was underway, a link to an online open participation survey was publicized by the City of Clovis. The open participation survey was identical to the probability sample survey with two small updates; it included a map at the beginning asking where the respondent lives and also a question about where they heard about the survey. The open participation survey was open to all city residents and became available on September 29th, 2023. The survey remained open for 2 weeks and there were 116 responses.




























The open participation survey data were not collected through a random sample and it is unknown who in the community was aware of the survey; therefore, a level of confidence in the representativeness of the sample cannot be estimated. However, to reduce bias where possible, these data were statistically weighted to match the demographic characteristics of the 2020 Census and 2022 American Community Survey estimates for adults in the City of Clovis. The characteristics used for weighting were age, sex, race, Hispanic origin, housing type, housing tenure, and area. No adjustments were made for design effects. Weights were calculated using an iterative, multiplicative raking model known as the ANES Weighting Algorithm.* The results of the weighting scheme for the open participation survey are presented in the following table.

* Pasek, J. (2010). ANES Weighting Algorithm. Retrieved from <https://surveyinsights.org/wp-content/uploads/2014/07/Full-anesrake-paper.pdf>

		Unweighted	Weighted	Target*
Age	18-34	5%	21%	29%
	35-54	37%	40%	36%
	55+	58%	39%	35%
Area	Area 1	26%	24%	21%
	Area 2	43%	32%	29%
	Area 3	31%	44%	50%
Hispanic origin	No, not of Hispanic, Latino/a/x, or Spanish ..	82%	71%	71%
	Yes, I consider myself to be of Hispanic, La..	18%	29%	29%
Housing tenure	Own	90%	66%	66%
	Rent	10%	34%	34%
Housing type	Attached	8%	24%	24%
	Detached	92%	76%	76%
Race & Hispanic origin	Not white alone	29%	41%	48%
	White alone, not Hispanic or Latino	71%	59%	52%
Sex	Man	39%	42%	48%
	Woman	61%	58%	52%
Sex/age	Man 18-34	1%	4%	14%
	Man 35-54	17%	20%	18%
	Man 55+	21%	18%	16%
	Woman 18-34	4%	17%	15%
	Woman 35-54	21%	20%	18%
	Woman 55+	36%	21%	19%

Open participation survey results

This dashboard contains a complete set of responses to each question on the open participation survey. By default, "don't know" responses are excluded, but may be added to the table using the response filter to the right. In some tables, the percentages may not sum to 100%; this is either because the question permitted the respondent to "choose all that apply", or for a question that asked the respondent to select one answer, it is due to the customary practice of rounding values to the nearest whole number.

	In which area of Clovis do you live? (Refer to map above)	1		23% N=26
		2		31% N=36
		3		42% N=48
		None of these/I don't live in Clovis		5% N=6
Please rate each of the following aspects of quality of life in Clovis.	Clovis as a place to live	Excellent		45% N=51
		Good		41% N=46
		Fair		15% N=17
	Your neighborhood as a place to live	Excellent		40% N=44
		Good		43% N=47
		Fair		15% N=17
		Poor		2% N=2
	Clovis as a place to raise children	Excellent		49% N=55
		Good		27% N=30
		Fair		18% N=20
		Poor		6% N=7
	Clovis as a place to work	Excellent		30% N=28
Good			41% N=38	
Fair			23% N=21	
Poor			6% N=6	
Clovis as a place to visit	Excellent		35% N=40	
	Good		36% N=41	
	Fair		20% N=23	
	Poor		9% N=10	
Clovis as a place to retire	Excellent		32% N=33	
	Good		36% N=38	
	Fair		23% N=24	
	Poor		9% N=9	

Please rate each of the following aspects of quality of life in Clovis.

The overall quality of life

Excellent

N=53

Good

29%
N=33

Fair

23%
N=26

Poor

2%
N=2

Sense of community

Excellent

32%
N=35

Good

30%
N=33

Fair

21%
N=23

Poor

17%
N=19

Please rate each of the following characteristics as they relate to Clovis as a whole.

Overall economic health

Excellent

23%
N=24

Good

51%
N=54

Fair

23%
N=25

Poor

2%
N=2

Overall quality of the transportation system

Excellent

18%
N=18

Good

51%
N=52

Fair

17%
N=17

Poor

14%
N=15

Overall design or layout of residential and commercial areas

Excellent

17%
N=19

Good

47%
N=54

Fair

26%
N=30

Poor

10%
N=11

Overall quality of the utility infrastructure

Excellent

26%
N=28

Good

47%
N=52

Fair

25%
N=28

Poor

3%
N=3

Overall feeling of safety

Excellent

31%
N=36

Good

54%
N=61

Fair

13%
N=15

Poor

2%
N=2































Overall quality of natural environment

Excellent

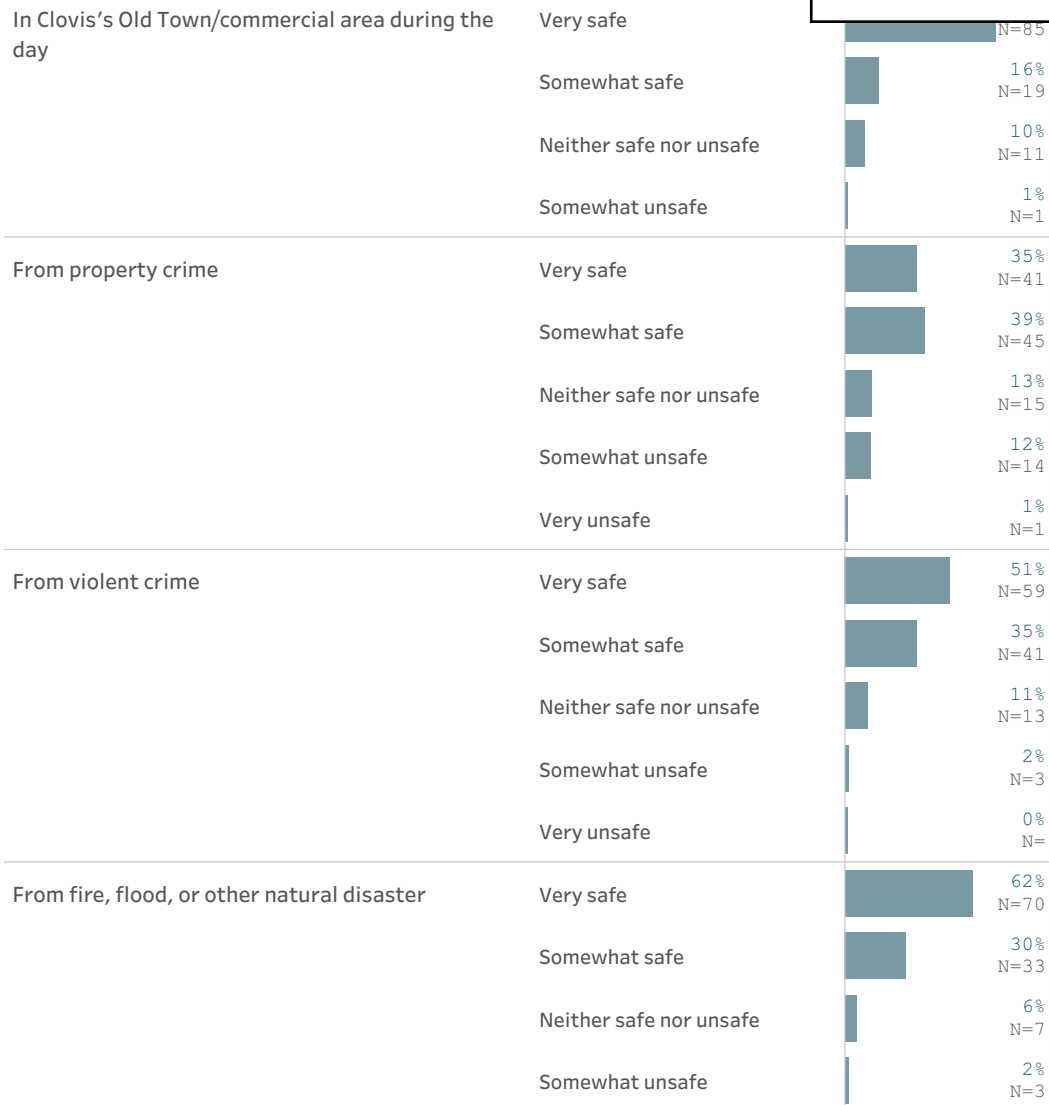
19%
N=22

Good

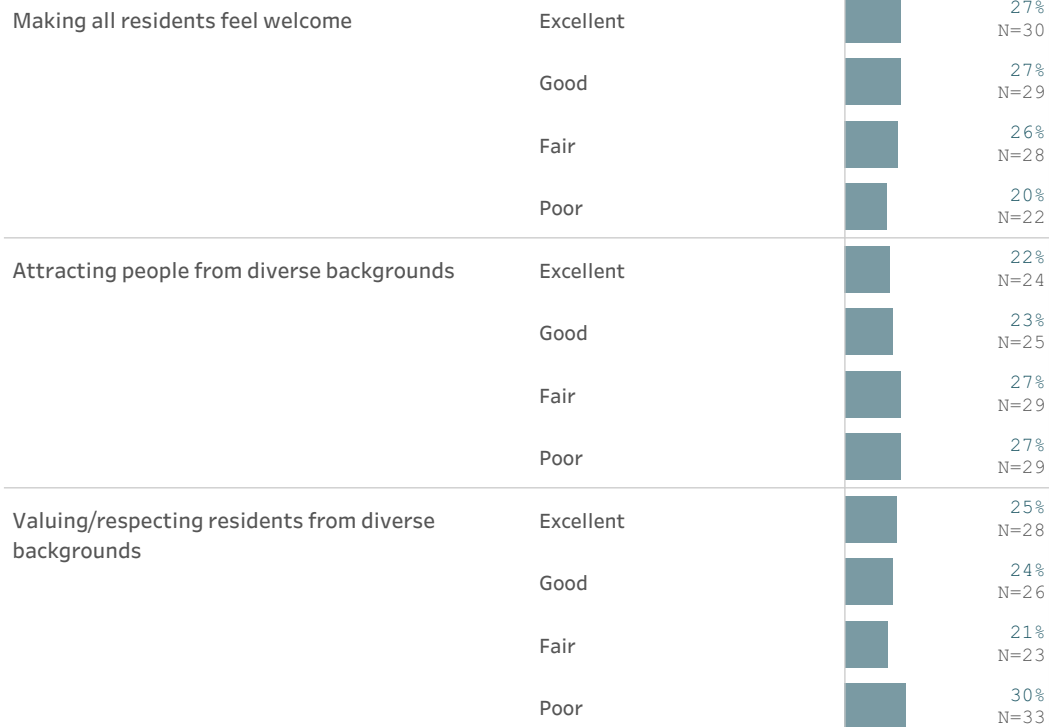
48%
N=55

Please rate each of the following characteristics as they relate to Clovis as a whole.	Overall quality of natural environment	Fair		17% N=17
		Poor		18% N=20
	Overall quality of parks and recreation opportunities	Excellent		44% N=51
		Good		24% N=27
		Fair		26% N=30
		Poor		6% N=7
	Overall health and wellness opportunities	Excellent		28% N=31
		Good		46% N=51
		Fair		21% N=24
		Poor		6% N=6
	Overall opportunities for education, culture, and the arts	Excellent		30% N=34
		Good		21% N=23
		Fair		30% N=34
		Poor		19% N=21
	Residents' connection and engagement with their community	Excellent		27% N=30
		Good		23% N=26
		Fair		35% N=39
		Poor		15% N=17
Please indicate how likely or unlikely you are to do each of the following.	Recommend living in Clovis to someone who asks	Very likely		54% N=62
		Somewhat likely		28% N=32
		Somewhat unlikely		13% N=15
		Very unlikely		4% N=5
	Remain in Clovis for the next five years	Very likely		61% N=70
		Somewhat likely		23% N=26
		Somewhat unlikely		8% N=9
		Very unlikely		9% N=10
Please rate how safe or unsafe you feel:	In your neighborhood during the day	Very safe		69% N=80
		Somewhat safe		27% N=31
		Neither safe nor unsafe		3% N=3
		Somewhat unsafe		2% N=2

Please rate how safe or unsafe you feel:



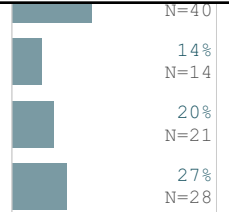
Please rate the job you feel the Clovis community does at each of the following.



Please rate the job you feel the Clovis community does at each of the following.

Taking care of vulnerable residents

Excellent



Good

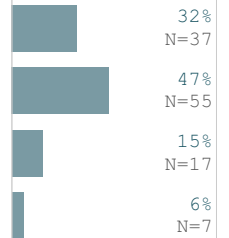
Fair

Poor

Please rate each of the following in the Clovis community.

Overall quality of business and service establishments

Excellent



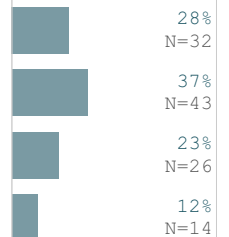
Good

Fair

Poor

Variety of business and service establishments

Excellent



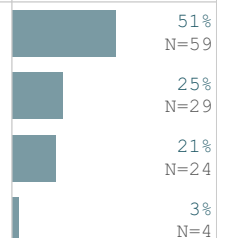
Good

Fair

Poor

Vibrancy of Old Town/commercial area

Excellent



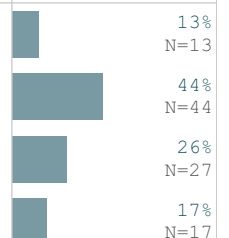
Good

Fair

Poor

Employment opportunities

Excellent



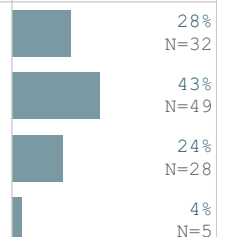
Good

Fair

Poor

Shopping opportunities

Excellent



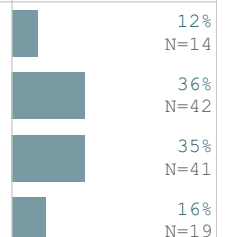
Good

Fair

Poor

Cost of living

Excellent



Good

Fair

Poor

Overall image or reputation































Excellent

































Good

Please rate each of the following in the Clovis community.	Overall image or reputation	Fair		9% N=10
		Poor		21% N=21
Please also rate each of the following in the Clovis community.	Traffic flow on major streets	Excellent		19% N=22
		Good		43% N=49
		Fair		26% N=30
		Poor		12% N=14
	Ease of public parking	Excellent		38% N=44
		Good		27% N=31
		Fair		27% N=31
		Poor		7% N=8
	Ease of travel by car	Excellent		41% N=45
		Good		39% N=43
		Fair		14% N=15
		Poor		5% N=6
Ease of travel by public transportation	Excellent		23% N=15	
	Good		24% N=16	
	Fair		25% N=17	
	Poor		27% N=18	
Ease of travel by bicycle	Excellent		31% N=32	
	Good		24% N=24	
	Fair		33% N=33	
	Poor		13% N=13	
Ease of walking	Excellent		33% N=38	
	Good		43% N=49	
	Fair		18% N=20	
	Poor		6% N=7	
Well-planned residential growth	Excellent		31% N=31	
	Good		25% N=26	
	Fair		24% N=24	
	Poor		20% N=20	































Please also rate each of the following in the Clovis community.

Well-planned commercial growth	Excellent		25% N=24
	Good		22% N=21
	Fair		24% N=24
	Poor		25% N=24
Well-designed neighborhoods	Excellent		30% N=30
	Good		38% N=38
	Fair		22% N=22
	Poor		10% N=10
Preservation of the historical or cultural character of the community	Excellent		33% N=37
	Good		30% N=33
	Fair		27% N=30
	Poor		10% N=11
Public places where people want to spend time	Excellent		35% N=39
	Good		34% N=38
	Fair		21% N=23
	Poor		10% N=12
Variety of housing options	Excellent		17% N=19
	Good		29% N=31
	Fair		32% N=34
	Poor		22% N=24
Availability of affordable quality housing	Excellent		9% N=9
	Good		20% N=20
	Fair		33% N=33
	Poor		38% N=39
Overall quality of new development	Excellent		27% N=25
	Good		31% N=29
	Fair		30% N=28
	Poor		12% N=12
Overall appearance	Excellent		41% N=47
	Good		35% N=40





























Please also rate each of the following in the Clovis community.

Overall appearance	Fair		N=25
	Poor		2% N=3
Cleanliness	Excellent		38% N=44
	Good		36% N=41
	Fair		25% N=29
	Poor		1% N=1
Water resources	Excellent		27% N=29
	Good		21% N=22
	Fair		32% N=34
	Poor		20% N=22
Air quality	Excellent		13% N=14
	Good		17% N=20
	Fair		35% N=39
	Poor		35% N=39
Availability of paths and walking trails	Excellent		44% N=51
	Good		34% N=40
	Fair		13% N=16
	Poor		8% N=10
Fitness opportunities	Excellent		50% N=52
	Good		23% N=24
	Fair		21% N=22
	Poor		6% N=7
Recreational opportunities	Excellent		38% N=37
	Good		26% N=25
	Fair		25% N=25
	Poor		12% N=12
Availability of affordable quality food	Excellent		26% N=29
	Good		44% N=50
	Fair		21% N=23
	Poor		9% N=11





















Please also rate each of the following in the Clovis community.

Availability of affordable quality health care	Excellent		14% N=29
	Good		40% N=44
	Fair		19% N=21
	Poor		28% N=31
Availability of preventive health services	Excellent		15% N=15
	Good		40% N=42
	Fair		17% N=18
	Poor		21% N=21
Availability of affordable quality mental health care	Excellent		11% N=9
	Good		27% N=21
	Fair		41% N=31
	Poor		21% N=16
Opportunities to attend cultural/arts/music activities	Excellent		17% N=17
	Good		41% N=41
	Fair		20% N=21
	Poor		22% N=22
Community support for the arts	Excellent		13% N=15
	Good		39% N=44
	Fair		28% N=31
	Poor		20% N=22
Availability of affordable quality childcare/preschool	Excellent		21% N=12
	Good		23% N=13
	Fair		20% N=12
	Poor		36% N=21
K-12 education	Excellent		9% N=9
	Good		20% N=20
	Fair		20% N=20
	Poor		51% N=51
Adult educational opportunities	Excellent		30% N=32
	Good		41% N=43











Please also rate each of the following in the Clovis community.

Adult educational opportunities	Fair		11% N=11
	Poor		11% N=11
Sense of civic/community pride	Excellent		55% N=59
	Good		20% N=22
	Fair		17% N=18
	Poor		8% N=9
Neighborliness of residents	Excellent		23% N=25
	Good		31% N=34
	Fair		30% N=32
	Poor		15% N=16
Opportunities to participate in social events and activities	Excellent		37% N=42
	Good		28% N=31
	Fair		25% N=28
	Poor		10% N=11
Opportunities to attend special events and festivals	Excellent		50% N=57
	Good		25% N=29
	Fair		16% N=18
	Poor		9% N=10
Opportunities to volunteer	Excellent		34% N=29
	Good		28% N=24
	Fair		25% N=22
	Poor		13% N=12
Opportunities to participate in community matters	Excellent		36% N=37
	Good		31% N=31
	Fair		26% N=26
	Poor		7% N=7
Openness and acceptance of the community toward people of diverse backgrounds	Excellent		24% N=25
	Good		15% N=16
	Fair		32% N=35
	Poor		28% N=30































Please indicate whether or not you have done each of the following in the last 12 months.

Contacted the City of Clovis for help or information	No		55% N=55
	Yes		43% N=61
Contacted Clovis elected officials to express your opinion	No		73% N=85
	Yes		27% N=31
Attended a local public meeting	No		69% N=80
	Yes		31% N=36
Watched a local public meeting	No		62% N=70
	Yes		38% N=43
Volunteered your time to some group/activity	No		57% N=66
	Yes		43% N=50
Campaigned or advocated for a local issue, cause, or candidate	No		65% N=75
	Yes		35% N=41
Voted in your most recent local election	No		5% N=6
	Yes		95% N=110
Used public transportation instead of driving	No		91% N=105
	Yes		9% N=10
Carpooled with other adults or children instead of driving alone	No		39% N=45
	Yes		61% N=71
Walked or biked instead of driving	No		41% N=47
	Yes		59% N=69































Please rate the quality of each of the following services in Clovis.

Public information services	Excellent		24% N=24
	Good		40% N=40
	Fair		23% N=23
	Poor		13% N=13
Economic development	Excellent		26% N=25
	Good		27% N=26
	Fair		42% N=40
	Poor		5% N=5
Traffic enforcement	Excellent		28% N=28
	Good		25% N=25

Please rate the quality of each of the following services in Clovis.

Traffic enforcement	Fair		27% N=27
	Poor		20% N=20
Traffic signal timing	Excellent		25% N=29
	Good		23% N=26
	Fair		31% N=36
	Poor		21% N=24
Street repair	Excellent		14% N=15
	Good		31% N=35
	Fair		37% N=41
	Poor		18% N=20
Street cleaning	Excellent		34% N=39
	Good		45% N=52
	Fair		20% N=23
	Poor		2% N=2
Street lighting	Excellent		31% N=35
	Good		41% N=47
	Fair		26% N=30
	Poor		3% N=3
Sidewalk maintenance	Excellent		14% N=16
	Good		42% N=48
	Fair		31% N=35
	Poor		13% N=15
Bus or transit services	Excellent		37% N=20
	Good		23% N=13
	Fair		19% N=10
	Poor		21% N=12
Land use, planning and zoning	Excellent		15% N=14
	Good		35% N=32
	Fair		34% N=31
	Poor		17% N=15































Please rate the quality of each of the following services in Clovis.

Code enforcement	Excellent		26% N=26
	Good		24% N=22
	Fair		26% N=23
	Poor		21% N=19
Affordable high-speed internet access	Excellent		21% N=19
	Good		21% N=20
	Fair		44% N=41
	Poor		14% N=13
Garbage collection	Excellent		48% N=55
	Good		34% N=39
	Fair		15% N=17
	Poor		2% N=3
Drinking water	Excellent		37% N=43
	Good		26% N=30
	Fair		25% N=28
	Poor		12% N=14
Sewer services	Excellent		49% N=52
	Good		40% N=42
	Fair		9% N=10
	Poor		2% N=2
Storm water management	Excellent		38% N=41
	Good		38% N=41
	Fair		21% N=22
	Poor		2% N=2
Power (electric and/or gas) utility	Excellent		38% N=43
	Good		27% N=31
	Fair		25% N=28
	Poor		10% N=11
Utility billing	Excellent		34% N=36
	Good		32% N=33

Please rate the quality of each of the following services in Clovis.

Utility billing	Fair		8% N=8
	Poor		8% N=8
Police services	Excellent		59% N=66
	Good		28% N=31
	Fair		6% N=7
	Poor		7% N=8
Crime prevention	Excellent		36% N=39
	Good		44% N=48
	Fair		11% N=12
	Poor		9% N=10
Animal control	Excellent		26% N=27
	Good		40% N=42
	Fair		17% N=18
	Poor		17% N=18
Ambulance or emergency medical services	Excellent		53% N=47
	Good		32% N=28
	Fair		15% N=13
	Poor		1% N=1
Fire services	Excellent		65% N=71
	Good		27% N=30
	Fair		6% N=7
	Poor		2% N=2
Fire prevention and education	Excellent		40% N=34
	Good		28% N=23
	Fair		25% N=21
	Poor		7% N=6
Emergency preparedness	Excellent		18% N=16
	Good		39% N=35
	Fair		24% N=21
	Poor		20% N=18

Please rate the quality of each of the following services in Clovis.

Preservation of natural areas	Excellent		N=22
	Good		26% N=27
	Fair		23% N=23
	Poor		29% N=29
Clovis open space	Excellent		24% N=25
	Good		21% N=22
	Fair		26% N=27
	Poor		29% N=30
Recycling	Excellent		37% N=40
	Good		31% N=34
	Fair		17% N=19
	Poor		15% N=16
Yard waste pick-up	Excellent		46% N=46
	Good		34% N=34
	Fair		11% N=11
	Poor		8% N=8
City parks	Excellent		41% N=46
	Good		28% N=32
	Fair		11% N=12
	Poor		20% N=22
Recreation programs or classes	Excellent		34% N=27
	Good		26% N=21
	Fair		19% N=15
	Poor		21% N=17
Recreation centers or facilities	Excellent		28% N=26
	Good		28% N=26
	Fair		27% N=24
	Poor		17% N=15
Health services	Excellent		35% N=32
	Good		25% N=23

























Please rate the quality of each of the following services in Clovis.

Health services	Fair		13% N=12
	Poor		8% N=9
Public library services	Excellent		51% N=56
	Good		25% N=28
	Fair		15% N=17
	Poor		8% N=9
Overall customer service by Clovis employees	Excellent		43% N=44
	Good		40% N=41
	Fair		10% N=10
	Poor		8% N=8































Please rate the following categories of Clovis government performance.

The value of services for the taxes paid to Clovis	Excellent		23% N=26
	Good		47% N=54
	Fair		26% N=29
	Poor		4% N=4
The overall direction that Clovis is taking	Excellent		24% N=25
	Good		33% N=36
	Fair		31% N=33
	Poor		12% N=13
The job Clovis government does at welcoming resident involvement	Excellent		31% N=30
	Good		21% N=20
	Fair		26% N=25
	Poor		21% N=20
Overall confidence in Clovis government	Excellent		25% N=28
	Good		26% N=29
	Fair		22% N=25
	Poor		27% N=30
Generally acting in the best interest of the community	Excellent		24% N=27
	Good		27% N=31
	Fair		26% N=29
	Poor		23% N=26





Please rate the following categories of Clovis government performance.

Being honest	Excellent		19% N=19
	Good		28% N=28
	Fair		17% N=16
	Poor		32% N=33
Being open and transparent to the public	Excellent		18% N=19
	Good		22% N=22
	Fair		28% N=29
	Poor		25% N=27
Informing residents about issues facing the community	Excellent		23% N=26
	Good		21% N=23
	Fair		31% N=34
	Poor		30% N=31
Treating all residents fairly	Excellent		18% N=19
	Good		27% N=28
	Fair		24% N=25
	Poor		37% N=40
Treating residents with respect	Excellent		18% N=19
	Good		27% N=29
	Fair		18% N=20
	Poor		29% N=32
Overall, how would you rate the quality of the services provided by each of the following?	The City of Clovis	Excellent	29% N=32
		Good	44% N=48
		Fair	20% N=22
		Poor	8% N=8
The Federal Government	Excellent		7% N=8
	Good		27% N=30
	Fair		34% N=38
	Poor		32% N=36
Please rate how important, if at all, you think it is for the Clovis community to focus on each of the following in the coming two years.	Overall economic health	Essential	46% N=53
		Very important	40% N=45



























Please rate how important, if at all, you think it is for the Clovis community to focus on each of the following in the coming two years.

Overall economic health	Somewhat important		16% N=16
Overall quality of the transportation system	Essential		35% N=40
	Very important		43% N=50
	Somewhat important		20% N=23
	Not at all important		1% N=1
Overall design or layout of residential and commercial areas	Essential		40% N=45
	Very important		37% N=43
	Somewhat important		15% N=17
	Not at all important		9% N=10
Overall quality of the utility infrastructure	Essential		62% N=71
	Very important		32% N=37
	Somewhat important		5% N=6
Overall feeling of safety	Essential		65% N=74
	Very important		34% N=39
	Somewhat important		1% N=1
Overall quality of natural environment	Essential		49% N=56
	Very important		41% N=47
	Somewhat important		10% N=12
	Not at all important		1% N=1
Overall quality of parks and recreation opportunities	Essential		48% N=56
	Very important		44% N=51
	Somewhat important		7% N=8
Overall health and wellness opportunities	Essential		38% N=43
	Very important		32% N=36
	Somewhat important		27% N=31
	Not at all important		3% N=4
Overall opportunities for education, culture, and the arts	Essential		44% N=50
	Very important		37% N=42
	Somewhat important		18% N=21
	Not at all important		2% N=2











Please rate how important, if at all, you think it is for the Clovis community to focus on each of the following in the coming two years.

Residents' connection and engagement with their community	Essential		63% N=63
	Very important		20% N=23
	Somewhat important		19% N=22
	Not at all important		6% N=7





















Please rate how important, if at all, you think it is for the City of Clovis to invest in each of the following.

Residents' connection and engagement with their community	Essential		41% N=46
	Very important		30% N=35
	Somewhat important		27% N=30
	Not at all important		3% N=3
Economic development	Essential		41% N=47
	Very important		43% N=49
	Somewhat important		15% N=17
	Not at all important		1% N=1
Public safety (police/fire)	Essential		60% N=68
	Very important		27% N=31
	Somewhat important		13% N=15
Parks/trails	Essential		24% N=28
	Very important		52% N=60
	Somewhat important		24% N=27
Street repair and maintenance	Essential		49% N=56
	Very important		44% N=51
	Somewhat important		7% N=8
Senior services	Essential		36% N=41
	Very important		36% N=41
	Somewhat important		29% N=33
Affordable housing	Essential		37% N=41
	Very important		38% N=42
	Somewhat important		19% N=21
	Not at all important		6% N=7
Land use planning	Essential		38% N=43
	Very important		39% N=45

















Please rate how important, if at all, you think it is for the City of Clovis to invest in each of the following.

Land use planning	Somewhat important		21% N=21
	Not at all important		5% N=6
Public transportation	Essential		26% N=30
	Very important		39% N=45
	Somewhat important		29% N=34
	Not at all important		6% N=6
Recreation	Essential		31% N=36
	Very important		30% N=34
	Somewhat important		38% N=43
	Not at all important		1% N=2















Please indicate how much, if at all, each of the following are a problem in Clovis.

Homelessness	Major problem		12% N=13
	Moderate problem		41% N=45
	Minor problem		38% N=41
	Not a problem		9% N=10
Availability of affordable housing	Major problem		47% N=47
	Moderate problem		35% N=34
	Minor problem		10% N=10
	Not a problem		8% N=8
Too much growth	Major problem		22% N=24
	Moderate problem		33% N=36
	Minor problem		11% N=12
	Not a problem		33% N=36
Lack of growth	Major problem		8% N=7
	Moderate problem		7% N=7
	Minor problem		15% N=13
	Not a problem		70% N=64
Run-down buildings, weed lots, or junk vehicles	Major problem		10% N=11
	Moderate problem		8% N=9
	Minor problem		48% N=53
	Not a problem		33% N=37



Please indicate how much, if at all, each of the following are a problem in Clovis.

Availability of public transportation	Major problem		10% N=10
	Moderate problem		27% N=28
	Minor problem		35% N=36
	Not a problem		27% N=28
Traffic	Major problem		13% N=15
	Moderate problem		26% N=30
	Minor problem		44% N=51
	Not a problem		17% N=19
Crime	Major problem		13% N=14
	Moderate problem		34% N=38
	Minor problem		36% N=40
	Not a problem		16% N=18
Drugs	Major problem		22% N=20
	Moderate problem		42% N=39
	Minor problem		27% N=25
	Not a problem		10% N=9













Please rate how important, if at all, each of the following is for Clovis to address in the coming two years.

Increasing the amount of activities for seniors, such as group exercise classes, arts and history classes, pickleball courts, etc.	Essential		31% N=34
	Very important		21% N=23
	Somewhat important		37% N=41
	Not at all important		11% N=12
Increasing the amount of activities for youth	Essential		36% N=38
	Very important		35% N=37
	Somewhat important		24% N=26
	Not at all important		5% N=6
Providing more affordable housing	Essential		38% N=42
	Very important		34% N=37
	Somewhat important		15% N=16
	Not at all important		13% N=14
Providing additional community recreation facilities	Essential		21% N=24
	Very important		27% N=31

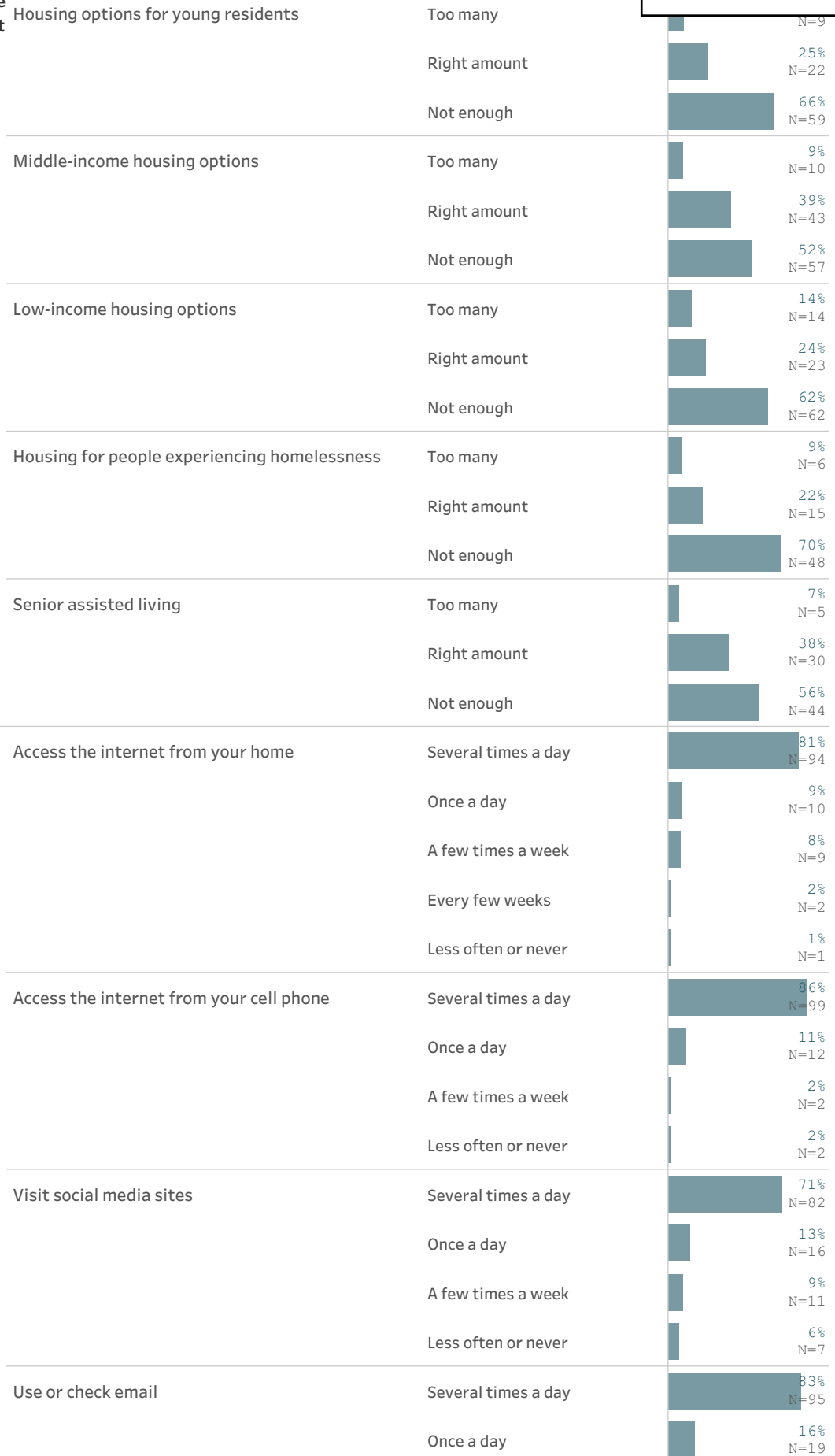
Please rate how important, if at all, each of the following is for Clovis to address in the coming two years.

Providing additional community recreation facilities	Somewhat important		42% N=42
	Not at all important		15% N=17
Planning, development, and growth management	Essential		50% N=54
	Very important		32% N=34
	Somewhat important		12% N=13
	Not at all important		6% N=6
Increasing employment opportunities	Essential		35% N=38
	Very important		41% N=45
	Somewhat important		24% N=27
	Not at all important		0% N=
Protecting natural resources (rivers and lakes, open space, etc.)	Essential		49% N=56
	Very important		36% N=41
	Somewhat important		14% N=16
	Not at all important		1% N=1
Improving traffic and road conditions	Essential		34% N=38
	Very important		49% N=53
	Somewhat important		16% N=17
	Not at all important		1% N=1































Please indicate whether you feel there are the right amount, too many, or not enough of each in the City of Clovis.

















Single-family detached homes	Too many		24% N=27
	Right amount		57% N=63
	Not enough		18% N=20
Townhouses	Too many		27% N=26
	Right amount		36% N=35
	Not enough		38% N=37
Multi-family residential housing (apartments/condominiums)	Too many		27% N=28
	Right amount		44% N=47
	Not enough		29% N=31
Independent housing options for older adults	Too many		6% N=5
	Right amount		31% N=28
	Not enough		64% N=59

Please indicate whether you feel there are the right amount, too many, or not enough of each in the City of Clovis.



In general, how many times do you:	Use or check email	A few times a week	N=1
	Share your opinions online	Several times a day	18% N=21
		Once a day	3% N=3
		A few times a week	16% N=18
		Every few weeks	13% N=14
		Less often or never	51% N=59
Shop online	Several times a day	24% N=28	
	Once a day	14% N=16	
	A few times a week	32% N=37	
	Every few weeks	23% N=27	
	Less often or never	6% N=7	
Please rate your overall health.	Excellent	21% N=25	
	Very good	48% N=56	
	Good	25% N=29	
	Fair	6% N=7	
What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:	Very positive	12% N=14	
	Somewhat positive	18% N=20	
	Neutral	33% N=37	
	Somewhat negative	26% N=29	
	Very negative	10% N=11	
How many years have you lived in Clovis?	Less than 2 years	2% N=2	
	2-5 years	7% N=8	
	6-10 years	32% N=36	
	11-20 years	19% N=21	
	More than 20 years	40% N=45	
Which best describes the building you live in?	Single-family detached home	74% N=86	
	Townhouse or duplex (may share walls but no units above..	10% N=12	
	Condominium or apartment (have units above or below you)	12% N=14	
	Mobile home	2% N=2	
	Other	2% N=2	

Do you rent or own your home?	Rent	 37% N=37
	Own	 66% N=74
About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance and homeowners' association (HOA) fees)?	Less than \$300	 1% N=1
	\$300 to \$599	 11% N=12
	\$600 to \$999	 8% N=9
	\$1,000 to \$1,499	 20% N=21
	\$1,500 to \$2,499	 44% N=47
	\$2,500 to \$3,999	 13% N=14
	\$4,000 to \$6,999	 3% N=3
	\$10,000 or more	 0% N=
Do any children 17 or under live in your household?	No	 65% N=75
	Yes	 35% N=41
Are you or any other members of your household aged 65 or older?	No	 80% N=92
	Yes	 20% N=23
How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)	Less than \$25,000	 8% N=8
	\$25,000 to \$49,999	 11% N=12
	\$50,000 to \$74,999	 18% N=19
	\$75,000 to \$99,999	 24% N=25
	\$100,000 to \$149,999	 15% N=15
	\$150,000 to \$199,999	 5% N=5
	\$200,000 to \$299,999	 13% N=14
	\$300,000 or more	 7% N=7
Are you of Hispanic, Latino/a/x, or Spanish origin?	No, not of Hispanic, Latino/a/x, or Spanish origin	 71% N=81
	Yes, I consider myself to be of Hispanic, Latino/a/x, or Spanish..	 29% N=33
What is your race? (Mark one or more races to indicate what race you consider yourself to be.)	American Indian or Alaska Native	 6% N=7
	Asian	 9% N=10
	White	 69% N=73
	A race not listed	 22% N=24
In which category is your age?	18-24 years	 4% N=5
	25-34 years	 17% N=20

In which category is your age?	35-44 years		14% N=14
	45-54 years		28% N=33
	55-64 years		20% N=23
	65-74 years		16% N=19
	75 years or older		2% N=3
	What is your gender?	Woman	
Man			42% N=48
Identify in another way			0% N=1
If you identify in another way, how would you describe your gender?	Non-binary		100% N=1
How did you hear about this survey? (Select all that apply.)	The City's website		12% N=13
	The City's social media (Facebook, Twitter, Instagram,...		44% N=50
	Received an email from the City		8% N=9
	Nextdoor		15% N=17
	In my Facebook feed		10% N=12
	Saw it on a video of a public meeting or at a meeting I atten..		0% N=
	Saw it on the City's cable channel		0% N=
	Saw it in a newspaper article or ad (hard copy or online)		0% N=
	Saw a flyer or poster about it		0% N=
	Heard about it from a family member, friend or neighbor		3% N=3
	Heard about it from a business or social organization in my co..		5% N=6
	Other		10% N=12

The City of Clovis 2023 Community Survey

Please complete this survey if you are the adult (age 18 or older) in the household who most recently had a birthday (the year of birth does not matter). Your responses are confidential and no identifying information will be shared.

1. Please rate each of the following aspects of quality of life in Clovis.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Clovis as a place to live	1	2	3	4	5
Your neighborhood as a place to live	1	2	3	4	5
Clovis as a place to raise children	1	2	3	4	5
Clovis as a place to work.....	1	2	3	4	5
Clovis as a place to visit.....	1	2	3	4	5
Clovis as a place to retire.....	1	2	3	4	5
The overall quality of life in Clovis	1	2	3	4	5
Sense of community.....	1	2	3	4	5

2. Please rate each of the following characteristics as they relate to Clovis as a whole.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Overall economic health of Clovis.....	1	2	3	4	5
Overall quality of the transportation system (auto, bicycle, foot, bus) in Clovis.....	1	2	3	4	5
Overall design or layout of Clovis's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	1	2	3	4	5
Overall quality of the utility infrastructure in Clovis..... (water, sewer, storm water, electric/gas, broadband).....	1	2	3	4	5
Overall feeling of safety in Clovis	1	2	3	4	5
Overall quality of natural environment in Clovis.....	1	2	3	4	5
Overall quality of parks and recreation opportunities.....	1	2	3	4	5
Overall health and wellness opportunities in Clovis	1	2	3	4	5
Overall opportunities for education, culture, and the arts.....	1	2	3	4	5
Residents' connection and engagement with their community	1	2	3	4	5

3. Please indicate how likely or unlikely you are to do each of the following.

	<u>Very likely</u>	<u>Somewhat likely</u>	<u>Somewhat unlikely</u>	<u>Very unlikely</u>	<u>Don't know</u>
Recommend living in Clovis to someone who asks.....	1	2	3	4	5
Remain in Clovis for the next five years.....	1	2	3	4	5

4. Please rate how safe or unsafe you feel:

	<u>Very safe</u>	<u>Somewhat safe</u>	<u>Neither safe nor unsafe</u>	<u>Somewhat unsafe</u>	<u>Very unsafe</u>	<u>Don't know</u>
In your neighborhood during the day.....	1	2	3	4	5	6
In Clovis's Old Town/commercial area during the day	1	2	3	4	5	6
From property crime.....	1	2	3	4	5	6
From violent crime.....	1	2	3	4	5	6
From fire, flood, or other natural disaster	1	2	3	4	5	6

5. Please rate the job you feel the Clovis community does at each of the following.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Making all residents feel welcome	1	2	3	4	5
Attracting people from diverse backgrounds.....	1	2	3	4	5
Valuing/respecting residents from diverse backgrounds.....	1	2	3	4	5
Taking care of vulnerable residents (elderly, disabled, homeless, etc.).....	1	2	3	4	5

6. Please rate each of the following in the Clovis community.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Overall quality of business and service establishments in Clovis.....	1	2	3	4	5
Variety of business and service establishments in Clovis	1	2	3	4	5
Vibrancy of Old Town/commercial area.....	1	2	3	4	5
Employment opportunities	1	2	3	4	5
Shopping opportunities	1	2	3	4	5
Cost of living in Clovis.....	1	2	3	4	5
Overall image or reputation of Clovis	1	2	3	4	5

7. Please also rate each of the following in the Clovis community.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Traffic flow on major streets.....	1	2	3	4	5
Ease of public parking.....	1	2	3	4	5
Ease of travel by car in Clovis.....	1	2	3	4	5
Ease of travel by public transportation in Clovis.....	1	2	3	4	5
Ease of travel by bicycle in Clovis.....	1	2	3	4	5
Ease of walking in Clovis.....	1	2	3	4	5
Well-planned residential growth.....	1	2	3	4	5
Well-planned commercial growth.....	1	2	3	4	5
Well-designed neighborhoods.....	1	2	3	4	5
Preservation of the historical or cultural character of the community.....	1	2	3	4	5
Public places where people want to spend time.....	1	2	3	4	5
Variety of housing options.....	1	2	3	4	5
Availability of affordable quality housing.....	1	2	3	4	5
Overall quality of new development in Clovis.....	1	2	3	4	5
Overall appearance of Clovis.....	1	2	3	4	5
Cleanliness of Clovis.....	1	2	3	4	5
Water resources (lakes, ponds, riverways, etc.).....	1	2	3	4	5
Air quality.....	1	2	3	4	5
Availability of paths and walking trails.....	1	2	3	4	5
Fitness opportunities (including exercise classes and paths or trails, etc.)... ..	1	2	3	4	5
Recreational opportunities.....	1	2	3	4	5
Availability of affordable quality food.....	1	2	3	4	5
Availability of affordable quality health care.....	1	2	3	4	5
Availability of preventive health services.....	1	2	3	4	5
Availability of affordable quality mental health care.....	1	2	3	4	5
Opportunities to attend cultural/arts/music activities.....	1	2	3	4	5
Community support for the arts.....	1	2	3	4	5
Availability of affordable quality childcare/preschool.....	1	2	3	4	5
K-12 education.....	1	2	3	4	5
Adult educational opportunities.....	1	2	3	4	5
Sense of civic/community pride.....	1	2	3	4	5
Neighborliness of residents in Clovis.....	1	2	3	4	5
Opportunities to participate in social events and activities.....	1	2	3	4	5
Opportunities to attend special events and festivals.....	1	2	3	4	5
Opportunities to volunteer.....	1	2	3	4	5
Opportunities to participate in community matters.....	1	2	3	4	5
Openness and acceptance of the community toward people of diverse backgrounds.....	1	2	3	4	5

8. Please indicate whether or not you have done each of the following in the last 12 months.

	<u>No</u>	<u>Yes</u>
Contacted the City of Clovis (in-person, phone, email, or web) for help or information.....	1	2
Contacted Clovis elected officials (in-person, phone, email, or web) to express your opinion.....	1	2
Attended a local public meeting (of local elected officials like City Council or County Commissioners, advisory boards, town halls, HOA, neighborhood watch, etc.).....	1	2
Watched (online or on television) a local public meeting.....	1	2
Volunteered your time to some group/activity in Clovis.....	1	2
Campaigned or advocated for a local issue, cause, or candidate.....	1	2
Voted in your most recent local election.....	1	2
Used bus, rail, subway, or other public transportation instead of driving.....	1	2
Carpooled with other adults or children instead of driving alone.....	1	2
Walked or biked instead of driving.....	1	2

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9. Please rate the quality of each of the following services in Clovis.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Public information services.....	1	2	3	4	5
Economic development.....	1	2	3	4	5
Traffic enforcement.....	1	2	3	4	5
Traffic signal timing.....	1	2	3	4	5
Street repair.....	1	2	3	4	5
Street cleaning.....	1	2	3	4	5
Street lighting.....	1	2	3	4	5
Sidewalk maintenance.....	1	2	3	4	5
Bus or transit services.....	1	2	3	4	5
Land use, planning, and zoning.....	1	2	3	4	5
Code enforcement (weeds, abandoned buildings, etc.).....	1	2	3	4	5
Affordable high-speed internet access.....	1	2	3	4	5
Garbage collection.....	1	2	3	4	5
Drinking water.....	1	2	3	4	5
Sewer services.....	1	2	3	4	5
Storm water management (storm drainage, dams, levees, etc.).....	1	2	3	4	5
Power (electric and/or gas) utility.....	1	2	3	4	5
Utility billing.....	1	2	3	4	5
Police services.....	1	2	3	4	5
Crime prevention.....	1	2	3	4	5
Animal control.....	1	2	3	4	5
Ambulance or emergency medical services.....	1	2	3	4	5
Fire services.....	1	2	3	4	5
Fire prevention and education.....	1	2	3	4	5
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations).....	1	2	3	4	5
Preservation of natural areas (open space, farmlands, and greenbelts).....	1	2	3	4	5
Clovis open space.....	1	2	3	4	5
Recycling.....	1	2	3	4	5
Yard waste pick-up.....	1	2	3	4	5
City parks.....	1	2	3	4	5
Recreation programs or classes.....	1	2	3	4	5
Recreation centers or facilities.....	1	2	3	4	5
Health services.....	1	2	3	4	5
Public library services.....	1	2	3	4	5
Overall customer service by Clovis employees (police, receptionists, planners, etc.).....	1	2	3	4	5

10. Please rate the following categories of Clovis government performance.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
The value of services for the taxes paid to Clovis.....	1	2	3	4	5
The overall direction that Clovis is taking.....	1	2	3	4	5
The job Clovis government does at welcoming resident involvement.....	1	2	3	4	5
Overall confidence in Clovis government.....	1	2	3	4	5
Generally acting in the best interest of the community.....	1	2	3	4	5
Being honest.....	1	2	3	4	5
Being open and transparent to the public.....	1	2	3	4	5
Informing residents about issues facing the community.....	1	2	3	4	5
Treating all residents fairly.....	1	2	3	4	5
Treating residents with respect.....	1	2	3	4	5

11. Overall, how would you rate the quality of the services provided by each of the following?

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
The City of Clovis.....	1	2	3	4	5
The Federal Government.....	1	2	3	4	5

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12. Please rate how important, if at all, you think it is for the Clovis community to focus on each of the following in the coming two years.

	<u>Essential</u>	<u>Very important</u>	<u>Somewhat important</u>	<u>Not at all important</u>
Overall economic health of Clovis.....	1	2	3	4
Overall quality of the transportation system (auto, bicycle, foot, bus) in Clovis	1	2	3	4
Overall design or layout of Clovis’s residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	1	2	3	4
Overall quality of the utility infrastructure in Clovis (water, sewer, storm water, electric/gas, broadband)	1	2	3	4
Overall feeling of safety in Clovis	1	2	3	4
Overall quality of natural environment in Clovis.....	1	2	3	4
Overall quality of parks and recreation opportunities.....	1	2	3	4
Overall health and wellness opportunities in Clovis	1	2	3	4
Overall opportunities for education, culture, and the arts.....	1	2	3	4
Residents’ connection and engagement with their community	1	2	3	4

13. Please rate how important, if at all, you think it is for the City of Clovis to invest in each of the following.

	<u>Essential</u>	<u>Very important</u>	<u>Somewhat important</u>	<u>Not at all important</u>
Public safety (police/fire)	1	2	3	4
Parks/trails.....	1	2	3	4
Street repair and maintenance	1	2	3	4
Senior services	1	2	3	4
Affordable housing.....	1	2	3	4
Land use planning.....	1	2	3	4
Public transportation	1	2	3	4
Recreation	1	2	3	4
Economic development.....	1	2	3	4
Residents’ connection and engagement with their community	1	2	3	4

14. Please indicate how much, if at all, each of the following are a problem in Clovis.

	<u>Major problem</u>	<u>Moderate problem</u>	<u>Minor problem</u>	<u>Not a problem</u>	<u>Don’t know</u>
Homelessness.....	1	2	3	4	5
Availability of affordable housing.....	1	2	3	4	5
Too much growth.....	1	2	3	4	5
Lack of growth.....	1	2	3	4	5
Run-down buildings, weed lots, or junk vehicles.....	1	2	3	4	5
Availability of public transportation	1	2	3	4	5
Traffic.....	1	2	3	4	5
Crime.....	1	2	3	4	5
Drugs.....	1	2	3	4	5

15. Please rate how important, if at all, each of the following is for Clovis to address in the coming two years.

	<u>Essential</u>	<u>Very important</u>	<u>Somewhat important</u>	<u>Not at all important</u>	<u>Don’t know</u>
Increasing the amount of activities for seniors, such as group exercise classes, arts and history classes, pickleball courts, etc.....	1	2	3	4	5
Increasing the amount of activities for youth.....	1	2	3	4	5
Providing more affordable housing	1	2	3	4	5
Providing additional community recreation facilities	1	2	3	4	5
Planning, development, and growth management.....	1	2	3	4	5
Increasing employment opportunities.....	1	2	3	4	5
Protecting natural resources (rivers and lakes, open space, etc.)	1	2	3	4	5
Improving traffic and road conditions.....	1	2	3	4	5

16. Please indicate whether you feel there are the right amount, too many, or not enough of each in the City of Clovis.

	<u>Too many</u>	<u>Right amount</u>	<u>Not enough</u>	<u>Don’t know</u>
Single-family detached homes	1	2	3	4
Townhouses.....	1	2	3	4
Multi-family residential housing (apartments/condominiums).....	1	2	3	4
Independent housing options for older adults.....	1	2	3	4
Housing options for young residents	1	2	3	4
Middle-income housing options.....	1	2	3	4
Low-income housing options	1	2	3	4
Housing for people experiencing homelessness	1	2	3	4
Senior assisted living.....	1	2	3	4

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The City of Clovis 2023 Community Survey

Our last questions are about you and your household.
 Again, all of your responses to this survey are confidential and no identifying information will be shared.

D1. In general, how many times do you:	Several <u>times a day</u>	Once <u>a day</u>	A few times <u>a week</u>	Every <u>few weeks</u>	Less often <u>or never</u>	Don't <u>know</u>
Access the internet from your home using a computer, laptop, or tablet computer	1	2	3	4	5	6
Access the internet from your cell phone.....	1	2	3	4	5	6
Visit social media sites such as Facebook, Twitter, Nextdoor, etc.	1	2	3	4	5	6
Use or check email.....	1	2	3	4	5	6
Share your opinions online.....	1	2	3	4	5	6
Shop online.....	1	2	3	4	5	6

D2. Please rate your overall health.

- Excellent
 Very good
 Good
 Fair
 Poor

D3. What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:

- Very positive
 Somewhat positive
 Neutral
 Somewhat negative
 Very negative

D4. How many years have you lived in Clovis?

- Less than 2 years
 2-5 years
 6-10 years
 11-20 years
 More than 20 years

D5. Which best describes the building you live in?

- Single-family detached home
 Townhouse or duplex (may share walls but no units above or below you)
 Condominium or apartment (have units above or below you)
 Mobile home
 Other

D6. Do you rent or own your home?

- Rent
 Own

D7. About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance, and homeowners' association (HOA) fees)?

- Less than \$300 \$2,500 to \$3,999
 \$300 to \$599 \$4,000 to \$6,999
 \$600 to \$999 \$7,000 to \$9,999
 \$1,000 to \$1,499 \$10,000 or more
 \$1,500 to \$2,499

D8. Do any children 17 or under live in your household?

- No Yes

D9. Are you or any other members of your household aged 65 or older?

- No Yes

D10. How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)

- Less than \$25,000 \$100,000 to \$149,999
 \$25,000 to \$49,999 \$150,000 to \$199,999
 \$50,000 to \$74,999 \$200,000 to \$299,999
 \$75,000 to \$99,999 \$300,000 or more

D11. Are you of Hispanic, Latino/a/x, or Spanish origin?

- No Yes

D12. What is your race? (Mark one or more races to indicate what race you consider yourself to be.)

- American Indian or Alaskan Native
 Asian
 Black or African American
 Native Hawaiian or Other Pacific Islander
 White
 A race not listed

D13. In which category is your age?

- 18-24 years 55-64 years
 25-34 years 65-74 years
 35-44 years 75 years or older
 45-54 years

D14. What is your gender?

- Woman
 Man
 Identify in another way → go to D14a

D14a. If you identify in another way, how would you describe your gender?

- Agender/I don't identify with any gender
 Genderqueer/gender fluid
 Non-binary
 Transgender man
 Transgender woman
 Two-spirit
 Identify in another way

Thank you! Please return the completed survey in the postage-paid envelope to:
National Research Center, Inc., PO Box 549, Belle Mead, NJ 08502