

# CITY of CLOVIS

#### REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration
DATE: May 2, 2022

SUBJECT: Receive and File – Update on 325 Pollasky Avenue (Clovis Chamber of

Commerce Building).

Staff: Andrew Haussler, Assistant City Manager

Recommendation: Receive and File

ATTACHMENTS: 1. Background Documentation

#### CONFLICT OF INTEREST

Mayor Jose Flores maintains financial interest in a property within 1,000 feet of subject property and, pursuant to law, must abstain from participation and decision regarding this item.

#### RECOMMENDATION

That the City Council receive and file the update on 325 Pollasky Avenue (Clovis Chamber of Commerce Building).

#### **EXECUTIVE SUMMARY**

Since 1986, the building located at 325 Pollasky has been occupied and maintained by the Clovis Chamber of Commerce through an agreement for conveyance of use. In 2018, City Council approved a resolution releasing all interest in the subject property. Since that time, the Clovis Chamber of Commerce has continued exploring future use of the property.

# **BACKGROUND**

The building owned by the Clovis Chamber of Commerce is located at 325 Pollasky Avenue. It was built in 1914 and originally served as the Clovis Library. The construction was financed through a grant from the Carnegie Foundation, which funded 2,509 such libraries between 1883 and 1929. The building remained in continuous use as a public library until 1976, when the new Clovis Library opened at 1133 Fifth Street. In exchange for the new library site, the County of Fresno deeded ownership of the building and land at 325 Pollasky to the City of Clovis.

Upon taking possession of the property, the City of Clovis was committed to renovating and converting the building into a use which could serve as a public meeting space. However, the costs for renovation ranged from \$150,000 to \$160,000.

In 1979, the City of Clovis replaced the foundation at a cost of \$70,000. By 1983, a group of citizens managed to raise \$13,000 for additional restoration work. Those funds, along with donations of labor and supplies, enabled the group to complete some additional restoration work.

In 1986, the City of Clovis entered into an agreement with the Clovis Chamber of Commerce to transfer ownership of the building and property to the Chamber. The agreement included several conditions ("Reversionary Interest Conditions"), which were to be included in the deed conveying the property to the Chamber:

- Chamber must complete remodeling of the building.
- Chamber may not convey any interest in the property without consent of the City.
- Chamber must remain as a non-profit corporation organized as a chamber of commerce.
- Chamber must maintain the upper floor of the building for public use or short-term rental for public and community groups.
- Chamber must maintain the building in good condition and repair.

As part of the agreement, the City was also to retain the ability to take back title to the property in the event of a default by the Chamber.

Since 1986, the Chamber has continuously occupied the building. During that time, the Clovis Chamber of Commerce bore all costs for repairs and maintenance for the building and property. Some of these repairs and upgrades include total replacement of roof, total overhaul of landscaping and irrigation, and overhaul of front entry. Between 2012 and 2016, the building experienced issues which included the total failure of HVAC equipment, severe roof leak, and a water main break.

The building is also not ADA compliant, which has prevented the Chamber of Commerce from being able to legally operate inside the building.

In 2016, City of Clovis staff discovered that although the deed conveying the property from the City to the Chamber was executed in 1986, none of the Reversionary Interest Conditions required by the agreement were included in the deed. Also, the 1986 agreement was not recorded. Therefore, the legally enforceable status of the Reversionary Interest Conditions was in doubt.

In 2017, facing significant repairs to the HVAC system and building plumbing, and significant and costly upgrades to bring the building into compliance with ADA standards, the Chamber asked the City to be released from the Reversionary Interest Conditions. On September 10, 2018, the City Council approved Resolution 18-121 and released any interest the City had in the building and property, including releasing the Chamber from all Reversionary Interest Conditions. The stated purpose in Resolution 18-121 of releasing the Chamber was "so that the Chamber may move forward with future planning for the property and building consistent with the City's Central Clovis Specific Plan and applicable zoning." As a result of Resolution 18-121, the City has no legal or equitable interest in the building or property, and the Chamber is not subject to any conditions restricting the use of the building or development of the property other than the Central Clovis Specific Plan and applicable zoning.

Since 2018, the Chamber of Commerce Board of Directors and staff have explored options for the future of this building and property but have not made a final decision. Likewise, the City of Clovis has not been in receipt of any plans or applications for demolition, improvements, or redevelopment.

The City of Clovis has no legal interest in the subject property.

#### **FISCAL IMPACT**

The City of Clovis has no financial interest in the subject property.

#### REASON FOR RECOMMENDATION

The attached report serves as information only. Beyond the review of information by Council, no action is requested.

## **ACTIONS FOLLOWING APPROVAL**

Staff will file information.

Prepared by: Shawn Miller, Business Development Manager

Reviewed by: City Manager **??** 

Exhibit

# AGREEMENT FOR CONVEYANCE OF AND USE OF LAND AND BUILDING



This is an Agreement between the CITY OF CLOVIS, State of Californ(EMF (City) and the CLOVIS CHAMBER OF COMMERCE, a California non-profit corporation (Chamber).

WHEREAS, City is the owner of certain real property and improvements commonly known as the "Carnegie Library," a site and building of historical interest, situated at 821 Pollasky Avenué. Clovis, California, and more particularly described as follows:

That certain real property situated in the City of Clovis, County of Fresno, State of California, described as follows:

Lots 26, 27 and 28 of Block 21 of the Town (now City) of Clovis, according to the map and plat of the Town (now City) of Clovis, on file and of record in the office of the County Recorder of said County; and

WHEREAS, Chamber is a California non-profit corporation organized under the laws of the State of California for various purposes which include the promotion of City's historical heritage and preservation of property of historical interest; and

WHEREAS, Chamber desires to acquire said real property and improvements and to complete remodeling and rehabilitation of same to preserve its historical heritage and interest and to make the property useable and available for community use by the public.

NOW, THEREFORE, City and Chamber agree:

 City shall convey to Chamber the real property and improvements described above on the conditions and subject to the reversions set forth below.

- 2. City is currently in progress with certain rehabilitation and remodeling activities which "I permit occupart, of the building. City will, at its cost and expense, complete the following:
  - (a) All heating systems including start up.
  - (b) All plumb' g systems including testing.
  - (c) All air conditioning systems including start up.
  - (d) Bathroom fixtures and counters.
  - (e) Outside underground irrigation systems.
  - (f) Hardware.for all doors.
  - (g) Handicapped access (to be completed within one year of occupancy by Chamber).

Upon completion of these improvements, Chamber shall assume full responsibility for further maintenance and repair of the property conveyed.

- 3. Chamber shall acquire the necessary funds and complete the remaining rehabilitation and remodeling of the real property and improvements. Remodeling and rehabilitation to be completed by the Chamber shall include:
  - (a) Floor coverings.
  - (b) Interior design, painting and/or wall coverings.
  - (c) Furnishings such as tables, chairs and dishes.
  - (d) Kitchen facilities and dumbwaiter.
  - (e) Exterior stucco repairs and painting.
  - (f) Landscaping,
  - (g) Rear lot parking area.
- 4. Upon request, City agrees that the reversionary interest of City set forth below shall be subordinated to one (1) Toan Chamber may obtain prior to close of escrow from an established financial institution doing business in the City of Clovis, the terms and conditions thereof to be acceptable to City.

This subordination shall be conditioned upon the 'ender/trustee agreeing in writing to give City simultaneous notice of any default by Chamber with City to have the option to cure the default and receive good title, subject to such entimbrance, at any time prior to consummation of any sale under power of foreclosure.

> 5. Chamber agrees to each of the following conditions of reversion to be contained in the deed from City as specified in this paragraph. The deed shall provide:

"This conveyance is made on each and all of the following conditions in accordance therewith, to wit:

- (a) Grantee shall restore, use and maintain the real property and improvements thereon to preserve its historical heritage and interest and only for such purposes as are consistent with its nonprofit status and these instant restrictions, Grantee to use the lower floor for offices, kitchen and related uses. Pursuant to California Government Code Section 37361.1 the historical nature of this property shall be restored and preserved by Grantee for the benefit of the citizens of the City of Clovis and title shall revert to the Grantor in the event Grantee conveys any interest in the property, or any portion thereof, by any means (except for rentals as described below) to any person or entity which is not a nonprofit corporation involved with preserving and researching the history of the City of Clovis, any lawful transfer to be subject to all terms and conditions hereof which shall continue and be binding upon all successors in interest save and except Grantor.
- (b) Grantee shall continue to be a nonprofit corporation organized as a "Chamber of Commerce" under the laws of the State of California.
- (c) The entire upper floor of the building on the property shall be used, maintained and operated solely for public use or for short term rental to the public or community groups for use as a com-
- (d) The building shall be maintained in good condition and repair and Grantee shall at all times have in force fire, liability and extended coverage insurance issued by an insurance company doing business in the State of California in sufficient amount to replace the improvements thereon including but not limited to an amount sufficient to pay in full any loan, lien or encumbrance placed on the property by Chamber, all in a form, type and amount acceptable to Grantor as holder of the reversionary interest.

- (e) Grantee shall, at its own cost and elense, repair, rehabilitate and remodel said building in accordance with Section Labove. This condition will be null and void a dof no effect from and after April 15, 1987 unless the Grantor has prior to that date recorded with the Fresno County Recorder a notice describing the real property, referring to this deed and setting fort. a failure to repair, rehabilitate or remodel.
- (f) Grantee will not default in any way on any lien to which this reversionary clause has been subordinated. Failure of Grantee to cure any default within thirty (30) days of demand for same shall be deemed conclusive proof of violation of this condition.
- (g) No lawful transfer of this property may be made by Grantee without sixty (60) days prior written notice of intention to convey being given to Grantor, Grantor having the sole and irrevocable option and right of first refusal to repurchase the property from Grantee upon a payment of one dollar (\$1.00).
- (h) Failure of Grantee to comply with any of said conditions or on Grantee's failure to use and to continue to use the real property and improvements thereon in compliance with any such condition, the real property shall revert to the Grantor immediately on Grantor recording, with the Fresno County Recorder, a notice of election to declare such reversion. Upon recordation of such notice the Grantor may immediately re-enter and occupy the premises.

Chamber agrees that any revenue from rental of the building for public purposes as described above shall be used as required for maintenance, unkeep and debt service (for any loan subordinated under paragraph 4 above) of the building. Any annual revenue in excess of these expenses shall be retained one-half by the Chamber for its purposes and one-half to such public purpose as the City Council of City may direct. Accounting of net receipts from revenues shall be made by the Chamber on its annual budget, a copy of which shall be furnished City, subject to further detail and/or audit upon City's request.

7. City and Chamber each agree to execute any and all documents reasonably convenient or necessary to carry out the terms of this Agreement.

Transfer of title shall be for \$1.00 and other consideration as expressed herein, Chamber to minimize costs of transfer of title herein, City and

Chamber to share equally in such costs, not to exceed \$500 total. On any reversion, Chamber will forthwith deliver to City a quitclaim and such other documents as City may request to establish title in City free and clear of any claims or cloud on title by Chamber, save and except any loan to which City's reversionary interest has been subordinated.

8. In consideration of full and complete performance of the conditions hereof by Chamber, Chamber shall be entitled to receive one-half (1/2) the net proceeds of any sale of the property which occurs after completion of the full time period of any loan to which this Agreement has been subordinated.

IN WITNESS WHEREOF, City and Cham	ber have executed this Agreement this
day of, 1986.	
CITY OF CLOVIS, a municipal corporation	CLOVIS CHAMBER OF COMMERCE, a non-profft comporation
BY MALLYTTE	BY Martin Charles
Attest:	Attest:
APPROVED AS TO FORTS	•

CM10(use)

Draft 3 - Page 1 ALG:as - 12/12/85 CM7(ch2) Efficient 2

TO:

Mayor and City "punc"?

FROM:

Allen L. Goodman, City Manager

DATE:

December 16, 1985

SUBJECT:

Agreement for Conveyance of Carnegie Building to Clovis Chamber of

Commerce

On the Council's November 25 agenda an agreement for transfer of the Carnegie Building was included on the agenda. Prior to the meeting, the item was removed at the request of the Chamber. The agreement has been substantially revised as a result of further discussions between the staff and the Chamber.

The City is conveying the building to the Chamber so as to preserve it as a historical building remaining in public use. The Chamber is provided office a space and the opportunity to receive income from rental of the upstairs room.

In transfering title to the building and property to the Chamber, the Chamber is receiving a property of considerable value. Conversely, the City benefits by the Chamber accepting responsibility for the use, maintenance and upkeep of this building. While it is impossible to perfectly balance these factors, it was agreed that an equal sharing of any revenues or proceeds from the building, would be appropriate. It is for this reason that Section 6 provides that after upkeep and maintenance costs have been deducted, any net proceeds from rentals be shared one half by the Chamber for its purpose and one-half by the City for public purposes, as the Council may direct. Similarly, Section 8 provides that the Chamber and City will share equally in the proceeds of the sale of the building should that ever occur.

The basic format of the agreement remains the same with legal authority provided in Sec. 37361.1 of the Government Code. The new agreement has been simplified and more clearly sets forth the conditions of the sale.

Draft 3 - Page 2 ALC:as - 12/12/85 CM7(co2)

Two new sections (2 and 3) have been a 1 to the agreement setting forth the improvements that will be required to done by the City and those by the Chamber. Because of the nature of t work being done on the building some improvements required to be done by the fity will of necessity have to be done after the Chamber takes access to the building. The principal work that will be done after the building is conveyed to the Chamber is completion of the landscape irrigation system and installation of the handicapped access.

It is the intent of the Chamber to obtain a loan to finance those improvements which are their responsibility. The agreement allows that the City's interest in the building be subordinated to this loan if this is required by the lender.

It will be noted in the agreement that the deed to the property retains with the City the ability to take back title to the building in the event of a default on the loan by the Chamber and restricts transfer title to a third party without the prior consent of the City. It should be emphasized that these provisions are in the agreement not in anticipation of there being utilized, but only to set forth what will happen in the event of unforeseen circumstances.

The final provision of the agreement sets forth the agreement between the City and Chamber as to the proceeds of any sale that might occur after the Chamber has paid off the loan it is taking out to complete its share of the building improvements. At the time that the Chamber has completed its obligation on the loan, it will have made a substantial contribution toward the asset which the building represents. Accordingly, it was felt equitable that the Chamber share in the proceeds should there be a sale of the building. Here again this provision was not included in anticipation of it being utilized. It is the full intent of the Chamber to use and occupy the building in perpetuity. On the other hand, conditions and circumstances may change so that other uses and/or disposal of the building will be in both the City's and Chamber's best interest.

Draft 3 - Page 3 ALG:as - 12/12/85 CM7(cb2)

Finally, a specific note needs to be made about provisions of handicapped access. From the outset, concern over handicapped access to the building has been a problem. The initial rehabilitation plan for the building called for a costly and unsightly handicapped ramp along the north side of the building. After more study and consideration it was determined that a handicapped lift, located near the northeast corner of the building would be much less costly. It had been hoped that public donations to the cost of this access, estimated at approximately \$15,000 could be found. To date, no donors have been found. In order to resolve this problem and provide handicapped access to both floors as required by State law, it is proposed that H/CD funds be utilized for this purpose from the City's 1986-87 allocation. (A report on HC/D projects will be on the Council's January 6 agenda.) This will assure that this access will be provided soon after the building is open for public use. In the meantime, efforts will be continued to get donations for this purpose.

Completion of the renovation of the Carnegie Library Building for continued public use has been a long sought goal of the City. The cooperation and efforts toward this goal by the Clovis Chamber of Commerce has been instrumental in achieving this goal. This agreement simply formalizes what has been an excellent working relationship on this project between the City and the Chamber.

### RECOMMENDATION

It is recommended that the City Council adopt Res. 85-\_\_\_ authorizing the City Manager to execute this agreement and recordation of the deed upon closing of escrow.

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EXHIBIT 4

T0:

Mayor and City Council

FROM:

Allen L. Goodman, City Manager

DATE:

July 1, 1985

SUBJECT: Carnegie Library Restoration

As the Council is aware, the City submitted a proposal to the Fresno Private Industry Council for a Summer Youth Employment Training project for the Carnegie Library Restoration project. The intent of this proposal was to move the restoration work along and respond to criticism within the Community of lack of progress on the library restoration. Approval of the application was received and funding for a work supervisor and up to 12 youths was granted, effective July 1, 1985.

In preparing to utilize the SYET program at the library, a review was made by the City Staff of work needing to be done and additional resources required to effectively utilize the SYET workers. This review revealed that in addition to obvious clean up work, renovation of the roof and roof structure was mandatory before other work could be done and/or SYET workers utilized. The cost estimate to repair the roof is \$20,000. \$3,500 is needed to fund materials and supplies for the SYET workers. Because this project was supposed to be a Community project with funding coming from donations and volunteer work, meetings were held with Committee Chairman Paul Spraetz and the Citizens Committee to determine what, if any, funds are immediately available to get the roof repaired and provide funds for supplies and materials needed by the SYET workers. It was determined that no funding was available from the Committee.

Concurrent with work on preparing this report, it was discovered that a petition was being circulated in the Downtown area against any further expenditures for the Library. A blank page of the petition was acquired and is attached for Council information. To date the signed petition has not been submitted, however, it is known that at least 80 persons have signed the petition.

With this as background, the Council is presented with an issue of considerable concern and apparently some controversy within the Community - namely, should additional monies be appropriated and spent on restoration of the Carnegie Library. There are several alternative courses of action available. The following background information is presented to assist the Council in this decision.

# HISTORY OF THE CARNEGIE LIBRARY BUILDING

The Carnegie Library Building is one of the oldest edifices still standing in Clovis. It is without a doubt the oldest "public building", having been constructed in 1914 through a grant from Andrew Carnegie, who funded well over 2,500 similar facilities throughout the Country.

From 1914 until 1976 it served Clovis as a public library, until it was replaced by the expanded library located in the Civic Center. In exchange for the site for the new library, the County deeded ownership of the Library to the City. Following its acquisition by the City there was considerable discussion as to the possible and appropriate uses for the building. An evaluation of the structural condition of the building was completed in 1977 and estimates prepared as to the probable costs to bring the building up to code necessary to convert it to a new use. In 1980, the estimate to renovate the building ranged from \$150,000 to \$160,000.

In 1979 the Carnegie Library Restoration Committee was chartered by the City and given the charge to work on rehabilitation of the library as a Community meeting facility. The City did contribute to the restoration of the building by awarding a contract for the reconstruction of the building foundation. Because of the extent of work required to replace the old brick and mortar foundation with the building in place, it was determined that this work could only be done by a professional contractor. This work was completed at a cost of approximately \$70,000.

In addition to this work, the Carnegie Library Committee has been able, primarily through donated work and materials to get a considerable amount of work accomplished. A steel support beam on the first floor was installed, the front entry way removed and reconstructed and demolition work was completed as a prerequisite to restorative work elements.

In addition to the donation of time and materials by various contractors within the Clovis area, and a considerable amount of time volunteered by the Committee itself, the Committee has raised and expended \$13,000 over the past five years on this project.

Despite the good efforts of many people, including the City Staff, to accomplish the restoration of this building, the project has languished and fallen behind in projected completion dates. Over the past few years, the work has been particularly slow, at least in outward appearance. The Committee has been unable to generate sufficient public contributions to complete the work, and there has been considerable public criticism of the uncompleted project as constituting an eyesore in the City's Downtown Business District.

as originally envisioned the completed Carnegle butlding was to have been turned over to the Clovis Memorial District under the Joint Powers Agreement Recent conversations with Stan King, Manager of the District indicates him the District indicates him the District of Longer desires to decept responsibility for the District of the D

In addition to funds already spent on the building, the Council has approved utilization of \$18,400 in CEMP award funds for Heating-Ventilation-Air Conditioning improvements for the building. These funds cannot be spent until the roof repair is made.

The City is at a cross road on the Carnegie Library project. While it is true that the restoration work has not progressed quickly and the Committee has been unable to generate sufficient revenue to complete the work, the City has designated SYET program and CEMP funds for this work. In order to complete the

project to a usable condition, it is estimated that an additional \$90,000 to \$100,000 is required (assuming the work were to be let out for bid). (See attached cost estimate.) At the same time, Community support for the project is lacking and in fact, as attested to by the petition, there are those who believe that the project should be aborted and the building either sold or razed and the property used for Downtown parking. In addition, it is not certain how the building would be utilized and maintained if the renovation were completed.

At this point, the choices facing the Council are to:

- Move ahead with renovation and find a public use for the building or sell it in a restored condition.
- Abort the renovation project and order the building demolished, with the site to be either sold or used for parking.
- Stop work on the renovation and attempt to find a buyer for the building in its present condition.

Arguments in favor of alternative one are that:

- It is believed that there is a valid and constructive use for a building of this size in the Downtown area. Discussions with Marty Charles. Manager of the Clovis Chamber of Commerce, indicate that at least on a preliminary basis the Chamber would be willing to consider moving into the building and using it for Chamber offices and a meeting facility.
- To demolish the building would be to place no value on the work that has been contributed to the renovation by the Committee and contractors and citizens.
- The Carnegie building does represent an historical link to the City's past that should be maintained.
- Additional work on the building, at least to the extent needed to correct structural deficiencies and bring the building into basic code compliance would not be wasted, even were the building to be sold. It is questionable if a buyer could be found who would commit to retaining the building in its current condition.
- If work on the project were to be stopped, the building would remain an eyesore for an uncertain length of time. This would not answer the criticism of there being no action on the building renovation.
- Action to abort the restoration project would not provide opportunity to find if there is a beneficial user, public or private, for the building. The building can always be torn down if within a responsible period it cannot be placed back into constructive use. Once demolished it can never be rebuilt.
- It would be easier to sell the building at a fair market value in a renovated condition as opposed to the condition it is in now.

Arguments in favor of the other alternatives are that:

- There is little public support for putting more money into the building.
- It may be difficult to sell the building, as restored, at a price which equals the amount put into the restoration work.

It is recognized that the Council is faced with a difficult decision and one that will not please everyone. On balance, it is the Staff's opinion that before action is taken to sell the building under conditions that would result in the building being demolished, that an attempt to find a beneficial public use should be made.

ALG:as Attachments

CM4(6/85) (carn restore)

#### PETITION TO THE CLOVIS CITY CCURCIL

This petition is from the below signed to the Clovis City Council to stop wasting tax payers money on the former Andrew Carnegie Library. The \$80,000:00 spent to date has been a waste. The building is a city eyesore and has been for over five years.

The site should be leveled and paved for parking or sold for a retail business building to be built.

This petition is soonsered by the Clovis Bingville Turf Club, an organization for the improvement of the City Of Clovis.

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COST ESTIMATE

REMAINING WORK - CARNEGIE LIBRARY RENOVATION

June 1980

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Roof Repairs 7-8	\$ 20,000 \to	\$ 25,000
Handicanned Ramm/Lift	/ 10,000 %	15,000
Electrical 2-11	5,000	5,000
Plumbing 7-9 9 AM	10,000	10,000
Concrete Work	5,000	5,000
Exterior Painting/Plastering	7,000	7,000
Mechanical (HVAC)	20,000	20,000
Chimney Repair	5,000	5,000
Landscape/Site Work	5,000	5,000
Miscellaneous-form, Table, Chairs	13,000	\$ 13,000
oct.	\$\$0,000	\$10,000
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CM4(6/85) (carn restore) #1. As the Elecutive Board we can
only address 
A. WE must abide with all legal
rules contained in the DEED and

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Taport approved by Council .

all information regarding

the Community Hall was presented to Exec Board and approved and the entire Board of Directors were informed.

Notes News LETTERS INDEPENDENT ARTICLES T.V. COVERAGE

· Plans were approved in 1980.

Mention gout Powers agreement refered to guly 1, staff report

Jound on Page 2

We would be more than happy to work with any and all arounds for a professional or problems or ising from black of parking in the downtown aleas.