



AGENDA CLOVIS CITY COUNCIL

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

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.

Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at City Hall, in the City Clerk's office, during normal business hours. In addition, such writings and documents may be posted on the City's website at www.cityofclovis.com.

Councilmember Harry Armstrong will be participating in the meeting via teleconference from 6720 E. Kings Canyon Rd, Fresno, CA 93727. A copy of the agenda has been posted at the teleconference location and will be open to the public during the meeting.

September 19, 2016

6:00 PM

Council Chamber

The City Council welcomes participation at Council Meetings. Members of the public may address the Council on any item of interest to the public that is scheduled on the Agenda. In order for everyone to be heard, please limit your comments to 5 minutes or less.

Meeting called to order by Mayor Magsig
Flag salute led by Councilmember Whalen

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. 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 Consent Calendar items are considered routine in nature and voted upon as one item unless a request is made to give individual consideration to a specific item. (See Attached Consent Agenda.)

1. PUBLIC HEARINGS

- A. Consider Approval - Res. 16-____, Resolution of Necessity to determine that public interest and necessity require acquisition of property for public purposes and; authorizing proceedings in eminent domain for two properties located south of Shaw Avenue, east of Locan Avenue. APN/Owner: 555-020-04/Afarin Karimkhanzand and 555-020-50/Nikdotkht Karimkhanzand. (Staff: R. Burnett)
- B. Consider Approval – Res. 16____, Adoption of the City of Clovis 2015-16 Consolidated Annual Performance and Evaluation Report (CAPER) for expenditure of Community Development Block Grant Funds. (Staff: H. Crabtree)

2. ADMINISTRATIVE ITEMS

A. COMMUNITY AND ECONOMIC DEVELOPMENT

- 1. Consider Approval – Authorize the City Manager to Execute a Disposition and Development Agreement with Habitat for Humanity Fresno County for Construction of Affordable Housing on W. Rialto Avenue. (Staff: H. Crabtree)

B. PUBLIC SAFETY

- 1. Consider Introduction – Ord. 16-____, An Ordinance of the City Council of the City of Clovis Amending Chapter 5.22, of Title 5, of the Clovis Municipal Code Pertaining to Medical and Recreational Marijuana. (Staff: C. Fleming)

3. CITY MANAGER COMMENTS

4. COUNCIL ITEMS

- A. Consider – A Request for the City Council to take a position on California Proposition 57, Parole for Non-Violent Criminals and Juvenile Court Trial Requirements (Staff: Councilmember Whalen)
- B. Fresno Council of Governments
 - 1. For the City Council to provide direction on a request by the City of Fresno to Amend Measure “C” Amendment #1 to allocate \$600,000 to fund Two-Year Purchase Option contracts on approximately 190 acres of the proposed California High Speed Rail Heavy Maintenance Facility (HMF) site.
- C. Council Comments

5. CLOSED SESSION

**Closed Session will be held at 1033 Fifth Street, Clovis, CA, 93612
Administration Building, Yosemite Conference Room**

- A. Government Code Section 54957
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager

- B. Government Code Section 54957
PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT
Title: City Manager
- C. Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: City Attorney, David J. Wolfe
Unrepresented Employee: City Manager

ADJOURNMENT

Meetings and Key Issues			
Oct. 3, 2016 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Oct. 10, 2016 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Oct. 17, 2016 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Nov. 7, 2016 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Nov. 14, 2016 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Nov. 21, 2016 (Mon.)	6:00 P.M.	Regular Meeting (To Be Cancelled)	Council Chamber
Dec. 5, 2016 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Dec. 12, 2016 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Dec. 19, 2016 (Mon.)	6:00 P.M.	Regular Meeting (To Be Cancelled)	Council Chamber

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.

A. CITY CLERK

- 1) Approval - Minutes for the September 12, 2016 Council meeting.
- 2) Adopt – Ord. 16-19, R2016-02, A request to rezone from the R-1-7500 (Single Family Residential – 7,500 sq. ft. min.) Zone District to the R-1-PRD (Single Family Planned Residential Development) Zone District. (Vote 5-0)
- 3) Adopt – Ord. 16-20, R2016-03, A request to rezone from the R-1-AH (Single Family Residential - 18,000 Sq. Ft.) Zone District to the R-1-PRD (Single Family Planned Residential Development) Zone District. (Vote 5-0)
- 4) Adopt – Ord. 16-21, R2016-04, A request to rezone from the R-1-AH (Single Family Residential - 18,000 Sq. Ft.) Zone District to the R-1 (Single Family Residential – 6,000 Sq. Ft.) Zone District. (Vote 5-0)
- 5) Adopt – Ord. 16-22, R2016-06, A request to rezone from the “R-A” (Single Family Residential – 24,000 sq. ft. min.) Zone District to the “R-1-PRD” (Single Family Residential Planned Residential Development) Zone District. (Vote 5-0)

B. ADMINISTRATION

- 1) No items.

C. COMMUNITY AND ECONOMIC DEVELOPMENT

- 1) Approval – Waive the City's Standard Bid Procedure and Enter Into an Agreement with Habitat for Humanity Fresno County to Provide Construction Management Services for Implementation of the Clovis Mobile Home Rehabilitation and Replacement Program.

D. FINANCE

- 1) No items.

E. GENERAL SERVICES

- 1) No items.

F. PLANNING AND DEVELOPMENT SERVICES

- 1) No items.

G. PUBLIC SAFETY

- 1) Receive and File - Police Department Report for the month of June 2016.

H. PUBLIC UTILITIES

- 1) No items.

I. REDEVELOPMENT SUCCESSOR AGENCY

- 1) No items.

CLOVIS CITY COUNCIL MEETING

September 12, 2016

6:00 P.M.

Council Chamber

Meeting called to order by Mayor Magsig
Flag Salute led by Councilmember Flores

Roll Call: Present: Councilmembers Armstrong, Ashbeck, Flores, Whalen,
Mayor Magsig
Absent: None

Councilmember Harry Armstrong participated in the meeting via teleconference from 6720 E. Kings Canyon Rd, Fresno, CA 93727. A copy of the agenda was posted at the teleconference location and was open to the public during the meeting.

6:11 - CONSENT CALENDAR

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

- A1) Approved - Minutes for the September 6, 2016 Council meeting.
- D1) Approval - **Res. 16-118**, A Resolution of Intention (ROI) to Annex Territory (Annexation #47) (PM2016-01, T6143, T6137, T6068, T6102, T6134, T5720A, T6128, various locations), to the Community Facilities District (CFD) 2004-1 and to Authorize the Levy of Special Taxes Therein and setting the Public Hearing for October 17, 2016.
- E1) Approved – **Res. 16-119**, Amending the City's Classification and Compensation Plans by Adopting a Facilities Maintenance Supervisor Classification and Salary Range; and Approval- **Res. 16-120**, Amending the FY16-17 Position Allocation Plan in the General Services Department.
- F1) Approved – Bid Award for CIP 12-11, Minnewawa Avenue Street Improvements, and; Authorize the City Manager to execute the contract on behalf of the City.
- H1) Received and Filed – Public Utilities Report for the month of June 2016.

6:13 **ITEM 1A - APPROVED - RES. 16-121**, APPROVING AN ENVIRONMENTAL FINDING OF A MITIGATED NEGATIVE DECLARATION FOR GPA2016-02, R2016-02, AND TM6143, AND **ITEM 1A2 - APPROVED - RES. 16-122**, GPA2016-02, AMENDING THE GENERAL PLAN AND LOMA VISTA SPECIFIC PLAN TO RE-DESIGNATE FROM LOW RESIDENTIAL (2.1 TO 4.0 UNITS PER ACRE) TO MEDIUM RESIDENTIAL (4.1 TO 7.0 UNITS PER ACRE), AND **ITEM 1A3 - APPROVED INTRODUCTION - ORD. 16-19**, R2016-02, REZONE FROM THE R-1-7500 (SINGLE FAMILY RESIDENTIAL – 7,500 SQ. FT. MIN.) ZONE DISTRICT TO THE R-1-PRD (SINGLE FAMILY PLANNED RESIDENTIAL DEVELOPMENT) ZONE DISTRICT, AND **ITEM 1A4 - APPROVED - RES. 16-123**, TM6143, APPROVING A VESTING TENTATIVE TRACT MAP FOR A 168-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION.

Senior Planner Orlando Ramirez presented a report on various items associated with 24.78 acres of property located on the east side of Leonard Avenue, between Dakota

and Ashlan Avenues. The applicant is requesting to amend the General Plan Land Use Designation for approximately 24.78 acres from Low Residential (2.1 to 4.0 units per acre) to Medium Residential (4.1 to 7.0 units per acre), rezone from R-1-7500 (Single Family Residential – 7,500 sq. ft. min.) to the R-1-PRD (Single Family Planned Residential Development) Zone District, and a vesting tentative tract map approval for a 168-lot single-family residential development. Approval of this Project would allow the developer to continue processing a site plan review and development drawings.

The site was previously approved for a 77-lot single-family residential development (TM5716) and rezoned to the R-1-7500 (Single Family Residential – 7,500 Sq. Ft.) on November 9, 2006 and December 11, 2006, respectively. Some issues of discussion included in this report deal with land use modification, traffic, sewer, water, and impacts to City services.

Dirk Poeschel, representing the applicant, and Todd Wilson, applicant, spoke in favor of the project.

Discussion by the Council.

Motion by Councilmember Flores, seconded by Councilmember Ashbeck, for the Council to approve **Resolution 16-121**, approving an environmental finding of a Mitigated Negative Declaration for GPA2016-02, R2016-02, and TM6143. Motion carried by unanimous vote.

Motion by Councilmember Flores, seconded by Councilmember Ashbeck, for the Council to approve **Resolution 16-122**, GPA2016-02, amending the General Plan and Loma Vista Specific Plan to re-designate from Low Residential (2.1 to 4.0 units per acre) to Medium Residential (4.1 to 7.0 units per acre). Motion carried by unanimous vote.

Motion by Councilmember Armstrong, seconded by Councilmember Whalen, for the Council to approve the introduction of **Ordinance 16-19**, R2016-02, rezoning from the R-1-7500 (Single Family Residential – 7,500 sq. ft. min.) Zone District to the R-1-PRD (Single Family Planned Residential Development) Zone District. Motion carried by unanimous vote.

Motion by Councilmember Ashbeck, seconded by Councilmember Flores, for the Council to approve **Resolution 16-123**, TM6143, approving a vesting tentative tract map for a 168-lot single-family residential subdivision. Motion carried by unanimous vote.

6:20 **ITEM 1B1 - APPROVED - RES. 16-124**, APPROVING AN ENVIRONMENTAL FINDING OF A MITIGATED NEGATIVE DECLARATION FOR GPA2016-03, R2016-03, TM6128, GPA2016-04, R2016-04, CUP2016-02, AND TM6145, AND **ITEM 1B2 - APPROVED - RES. 16-125**, GPA2016-03, AMENDING THE GENERAL PLAN AND HERNDON-SHEPHERD SPECIFIC PLAN TO RE-DESIGNATE FROM VERY LOW DENSITY RESIDENTIAL (0.6 TO 2.0 DU/AC) TO MEDIUM DENSITY RESIDENTIAL (4.1 TO 7.0 DU/AC), AND **ITEM 1B3 - APPROVED INTRODUCTION - ORD. 16-20**, R2016-03, REZONING FROM THE R-1-AH (SINGLE FAMILY RESIDENTIAL - 18,000 SQ. FT.) ZONE DISTRICT TO THE R-1-PRD (SINGLE FAMILY PLANNED RESIDENTIAL DEVELOPMENT) ZONE DISTRICT, AND **ITEM 1B4 - APPROVED - RES. 16-126**,

TM6128, APPROVING A VESTING TENTATIVE TRACT MAP FOR A 44-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION

Associate Planner George Gonzalez presented a report on various items associated with 10.21 acres of property located on the south side of Teague Avenue, between Locan and Redington Avenues. George Gonzalez provided an overview of the proposed project and indicated that the Planning Commission and staff recommend approval.

Dirk Poeschel, representing the applicant, and Todd Wilson, applicant, spoke in favor of the project.

Discussion by the Council.

Motion by Councilmember Ashbeck, seconded by Councilmember Flores, for the Council to approve **Resolution 16-124**, approving an environmental finding of a Mitigated Negative Declaration for GPA2016-03, R2016-03, TM6128, GPA2016-04, R2016-04, CUP2016-02, and TM6145. Motion carried by unanimous vote.

Motion by Councilmember Ashbeck, seconded by Councilmember Flores, for the Council to approve **Resolution 16-125**, GPA2016-03, amending the General Plan and Herndon-Shepherd Specific Plan to re-designate from Very Low Density Residential (0.6 to 2.0 DU/AC) to Medium Density Residential (4.1 to 7.0 DU/AC). Motion carried by unanimous vote.

Motion by Councilmember Flores, seconded by Councilmember Ashbeck, for the Council to approve the introduction of **Ordinance 16-20**, R2016-03, rezoning from the R-1-AH (Single Family Residential - 18,000 Sq. Ft.) Zone District to the R-1-PRD (Single Family Planned Residential Development) Zone District. Motion carried by unanimous vote.

Motion by Councilmember Whalen, seconded by Councilmember Armstrong, for the Council to approve **Resolution 16-126**, TM6128, approving a vesting tentative tract map for a 44-lot single-family residential subdivision. Motion carried by unanimous vote.

6:29 ITEM 1C1 - APPROVED - RES. 16-127, APPROVING AN ENVIRONMENTAL FINDING OF A MITIGATED NEGATIVE DECLARATION FOR GPA2016-03, R2016-03, TM6128, GPA2016-04, R2016-04, CUP2016-02, AND TM6145; AND ITEM 1C2 - APPROVED - RES. 16-128, GPA2016-04, AMENDING THE GENERAL PLAN AND HERNDON-SHEPHERD SPECIFIC PLAN TO RE-DESIGNATE FROM VERY LOW DENSITY RESIDENTIAL (0.6 TO 2.0 DU/AC) TO LOW DENSITY RESIDENTIAL (2.1 TO 4.0 DU/AC); AND ITEM 1C3 - APPROVED INTRODUCTION - ORD. 16-21, R2016-04, REZONING FROM THE R-1-AH (SINGLE FAMILY RESIDENTIAL - 18,000 SQ. FT.) ZONE DISTRICT TO THE R-1 (SINGLE FAMILY RESIDENTIAL - 6,000 SQ. FT.) ZONE DISTRICT; AND ITEM 1C4 - APPROVED - RES. 16-129, CUP2016-02, APPROVING A CONDITIONAL USE PERMIT FOR A 69-LOT SINGLE-FAMILY PLANNED RESIDENTIAL DEVELOPMENT WITH PUBLIC STREETS, REDUCED SETBACKS AND INCREASED LOT COVERAGE; AND ITEM 1C5 - APPROVED - RES. 16-130, TM6145, APPROVING A VESTING TENTATIVE TRACT MAP FOR A 69-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION.

Associate Planner George Gonzalez presented a report on various items associated with 19.79 acres of property located on the west side of N. De Wolf Avenue, south of Richmond Avenue. George Gonzalez provided an overview of the proposed project and indicated that the Planning Commission and staff recommend approval.

Dirk Poeschel, representing the applicant, and Todd Wilson, applicant, spoke in favor of the project.

Discussion by the Council.

Motion by Councilmember Whalen, seconded by Councilmember Flores, for the Council approve **Resolution 16-127**, approving an environmental finding of a Mitigated Negative Declaration for GPA2016-03, R2016-03, TM6128, GPA2016-04, R2016-04, CUP2016-02. Motion carried by unanimous vote.

Motion by Councilmember Whalen, seconded by Councilmember Flores, for the Council approve **Resolution 16-128**, GPA2016-04, amending the General Plan and Herndon-Shepherd Specific Plan to re-designate from Very Low Density Residential (0.6 to 2.0 DU/AC) to Low Density Residential (2.1 to 4.0 DU/AC). Motion carried by unanimous vote.

Motion by Councilmember Whalen, seconded by Councilmember Flores, for the Council approve the introduction of **Ordinance 16-21**, R2016-04, rezoning from the R-1-AH (Single Family Residential - 18,000 Sq. Ft.) Zone District to the R-1 (Single Family Residential - 6,000 Sq. Ft.) Zone District. Motion carried by unanimous vote.

Motion by Councilmember Whalen, seconded by Councilmember Flores, for the Council approve **Resolution 16-129**, CUP2016-02, approving a conditional use permit for a 69-lot single-family Planned Residential Development with public streets, reduced setbacks and increased lot coverage. Motion carried by unanimous vote.

Motion by Councilmember Whalen, seconded by Councilmember Flores, for the Council approve **Resolution 16-130**, TM6145, approving a vesting tentative tract map for a 69-lot single-family residential subdivision. Motion carried by unanimous vote.

6:37 **ITEM 1D1 - APPROVED - RES. 16-131**, APPROVING AN ENVIRONMENTAL FINDING OF A MITIGATED NEGATIVE DECLARATION FOR GPA2016-05, R2016-06, AND TM6137, AND **ITEM 1D2 - APPROVED - RES. 16-132**, GPA2016-05, RE-DESIGNATING FROM LOW RESIDENTIAL (2.1 TO 4 UNITS PER ACRE) TO MEDIUM-HIGH RESIDENTIAL (7.1 TO 15 UNITS PER ACRE), AND **ITEM 1D3 - APPROVED INTRODUCTION - ORD. 16-22**, R2016-06, REZONING FROM THE "R-A" (SINGLE FAMILY RESIDENTIAL - 24,000 SQ. FT. MIN.) ZONE DISTRICT TO THE "R-1-PRD" (SINGLE FAMILY RESIDENTIAL PLANNED RESIDENTIAL DEVELOPMENT) ZONE DISTRICT, AND **ITEM 1D4 - APPROVED - RES. 16-133**, TM6137, APPROVING A VESTING TENTATIVE TRACT MAP FOR A 104-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION.

City Planner Bryan Araki presented a report various items associated with approximately 8.5 acres of property located near the southeast corner of Shaw and Locan Avenues.

*****PRELIMINARY - SUBJECT TO APPROVAL***CC-A-1**

Bryan Araki provided an overview of the proposed project and indicated that the Planning Commission and staff recommend approval.

Dirk Poeschel, representing the applicant, spoke in favor of the project.

Discussion by the Council.

Motion by Councilmember Whalen, seconded by Councilmember Ashbeck, for the Council approve Resolution **16-131**, approving an environmental finding of a Mitigated Negative Declaration for GPA2016-05, R2016-06, and TM6137. Motion carried by unanimous vote.

Motion by Councilmember Whalen, seconded by Councilmember Ashbeck, for the Council approve Resolution **16-132**, GPA2016-05, re-designating from Low Residential (2.1 to 4 units per acre) to Medium-High Residential (7.1 to 15 units per acre). Motion carried by unanimous vote.

Motion by Councilmember Whalen, seconded by Councilmember Ashbeck, for the Council approve the introduction of **Ordinance 16-22**, R2016-06, rezoning from the "R-A" (Single Family Residential – 24,000 sq. ft. min.) Zone District to the "R-1-PRD" (Single Family Residential Planned Residential Development) Zone District. Motion carried by unanimous vote.

Motion by Councilmember Whalen, seconded by Councilmember Ashbeck, for the Council approve **Resolution 133**, TM6137, approving a vesting tentative tract map for a 104-lot single-family residential subdivision. Motion carried by unanimous vote.

6:46 ITEM 2A1 - ADOPTED – ORD. 16-18, AMENDING SUBDIVISION 15, OF SECTION 10.3 OF TITLE 10 THE CLOVIS MUNICIPAL CODE PERTAINING TO PROHIBITED ACTS IN CITY PARKS TO PROHIBIT THE USE OF ELECTRONIC SMOKING DEVICES. (VOTE: 4-0-1 WITH COUNCILMEMBER ARMSTRONG ABSENT.)

Mayor Magsig indicated that this item was on the agenda because at introduction on September 6, 2016, it was approved with a less than unanimous vote. There being no public comment, Mayor Magsig closed the public portion. Discussion by the Council. Motion by Councilmember Ashbeck, seconded by Councilmember Flores, for the Council to adopt Ordinance 16-18, amending Subdivision 15, of Section 10.3 of Title 10 the Clovis Municipal Code Pertaining to Prohibited Acts in City Parks to prohibit the use of Electronic Smoking Devices. Motion carried by unanimous vote.

6:48 ITEM 3 - CITY MANAGER COMMENTS

None

6:49 ITEM 4A - COUNCIL COMMENTS

Councilmember Ashbeck commented on attending a public meeting last week regarding a proposed mental health facility.

Councilmember Whalen commented on illegal dumping at the Avery Building and wished to thank Public Utilities for getting it cleaned up over the holiday weekend.

Mayor Magsig invited Councilmembers to attend the September 14, 2016 Clovis Unified School District Meeting to present proclamations to two Clovis Unified students who participated in the Summer Olympic games in Rio de Janeiro, Brazil. He also invited them to attend the September 13, 2016 Habitat for Humanity breakfast.

ADJOURNMENT

Mayor Magsig adjourned the meeting of the Council to September 19, 2016

Meeting adjourned: 7:02 p.m.

Mayor

City Clerk



AGENDA ITEM NO: **CC-A 2-5**

- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: September 19, 2016

SUBJECT: Adopt – Ord. 16-19, R2016-02, A request to rezone from the R-1-7500 (Single Family Residential – 7,500 sq. ft. min.) Zone District to the R-1-PRD (Single Family Planned Residential Development) Zone District. (Vote 5-0)

Adopt – Ord. 16-20, R2016-03, A request to rezone from the R-1-AH (Single Family Residential - 18,000 Sq. Ft.) Zone District to the R-1-PRD (Single Family Planned Residential Development) Zone District. (Vote 5-0)

Adopt – Ord. 16-21, R2016-04, A request to rezone from the R-1-AH (Single Family Residential - 18,000 Sq. Ft.) Zone District to the R-1 (Single Family Residential – 6,000 Sq. Ft.) Zone District. (Vote 5-0)

Adopt – Ord. 16-22, R2016-06, A request to rezone from the “R-A” (Single Family Residential – 24,000 sq. ft. min.) Zone District to the “R-1-PRD” (Single Family Residential Planned Residential Development) Zone District. (Vote 5-0)

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



AGENDA ITEM NO: **CC-C-1**

City Manager:

- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Community & Economic Development

DATE: September 19, 2016

SUBJECT: Approval - Waive the City's Standard Bid Procedure and Enter Into an Agreement with Habitat for Humanity Fresno County to Provide Construction Management Services for Implementation of the Clovis Mobile Home Rehabilitation and Replacement Program.

ATTACHMENT: (A) Professional Services Agreement

CONFLICT OF INTEREST

None

RECOMMENDATION

Waive the City's Standard Bid Procedure for Contract with Habitat for Humanity Fresno County to provide construction management services for implementation of the Clovis mobile home rehabilitation and replacement program.

BACKGROUND

In December of 2014, Clovis received a \$1,000,000 grant from the California Department of Housing and Community Development to rehabilitate or replace dilapidated mobile homes occupied by low income homeowners.

Staff has since developed guidelines for the program, and has conducted program marketing. Applications are now being accepted. In order to move forward with the program, a construction manager is needed to inspect the applicant properties, prepare a comprehensive scope of work and an itemized cost estimate, and maintain construction oversight over each project to ensure that all work is being completed per program requirements. Due to the technical nature of the responsibilities of a

construction manager for this program, it is imperative that he or she be licensed by the State of California as a general contractor.

Habitat for Humanity Fresno County has a long history of working with the City of Clovis, so staff contacted them about the possibility obtaining the services of one of their state-licensed construction managers to provide services for the program. The Habitat for Humanity Fresno County Board was agreeable to the partnership.

FISCAL IMPACT

The funds will be paid through grant funding, and have been budgeted in the 2016-17 budget. The total cost will be \$56,000.

REASON FOR RECOMMENDATION

Habitat for Humanity Fresno County is a nonprofit with proven knowledge of construction, and can provide a construction manager who is licensed as a general contractor through the State of California. Because they are a nonprofit, this partnership will allow Habitat for Humanity to earn money for their services which can then be recycled into the construction of new affordable housing in Clovis.

ACTIONS FOLLOWING APPROVAL

Staff will draft a purchase order for the City's Manager's approval to initiate the contract between Habitat for Humanity Fresno County and the City of Clovis.

Prepared by: Heidi Crabtree, Housing Program Coordinator

Submitted by: Andrew Haussler, Community and Economic Development Director 

PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

This Construction Management and Inspection Services Agreement ("Agreement") is entered into this _____ day of _____, 2016 between the City of Clovis, a California general law city ("City") and Habitat for Humanity of Fresno County, a California non-profit corporation ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement.

RECITALS

- A. WHEREAS, City is the recipient of a grant from the State of California Housing and Community Development Department for the replacement or rehabilitation of manufactured housing of low and very low income homeowners (the "Grant").
- B. WHEREAS, City desires to contract with Consultant for Construction Management and Inspection Services for the rehabilitation and/or replacement of approved manufactured homes within the City of Clovis, in accordance with the terms of the Grant.
- C. WHEREAS, Consultant is engaged in the business of furnishing such Services and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services.
- D. WHEREAS, City desires to retain Consultant, and Consultant desires to provide the City with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Consultant agree as follows:

AGREEMENT

- 1. Scope of Services. Consultant shall provide Construction Management and Inspection Services for the rehabilitation or replacement of manufactured housing within the City of Clovis (the "Services") in accordance with the terms and conditions stated herein, with the terms and conditions of the Grant (which is attached as **Exhibit C**), and the terms and conditions of any other specifically referenced attachments hereto. The detailed Scope of Services to be completed by Consultant is listed in attached **Exhibit A**.
- 2. Commencement of Services; Term of Agreement. Consultant shall commence the Services upon City's issuance of a written "Notice to Proceed" and shall continue with the Services until Consultant, as determined by City, has satisfactorily performed and completed the Services, or until such time as the Agreement is terminated by either party pursuant to Section 16 herein, whichever is earlier.
- 3. Payment for Services. City shall pay Consultant in the amounts, and in accordance with the terms, set forth in **Exhibit A** for the Services performed pursuant to this Agreement. Upon Consultant's compliance with all terms for payment specified in **Exhibit A**, City shall tender payment to Consultant within thirty (30) days thereof.

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

5. Standard of Care. Consultant expressly represents it is qualified in the field for which Services are being provided under this Agreement and that to the extent Consultant utilizes subcontractors, such subcontractors are, and will be, qualified in their fields. Consultant and its subcontractors, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with all applicable laws and regulations.

6. Licenses. Consultant expressly represents that both Consultant and its subcontractors, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Consultant expressly represents that any construction manager(s) assigned by it, and any subcontractors used by it, to perform under this Agreement will at all times be licensed as a General Contractor by the State of California.

7. Identity of Subcontractors and Sub-Consultants. Consultant shall, before commencing any work under this Agreement, provide to City in writing: (a) the identity of all subcontractors and sub-consultants (collectively referred to as "subcontractors"), if any, Consultant intends to utilize in Consultant's performance of this Agreement; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Consultant shall only employ subcontractors pre-approved by City and in no event shall Consultant replace an approved subcontractor without the advance written permission of City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Consultant shall be liable to City for the performance of Consultant's subcontractors.

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

9. Power to Act on Behalf of City. Consultant shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

10. Record Keeping; Reports. Consultant shall keep complete records with respect to all matters covered under this Agreement. Consultant shall be responsible and shall require its subcontractors to keep similar records. To the extent provided by law, City shall be given free reasonable access to the records of Consultant and its subcontractors for inspection and audit

purposes until the expiration of four (4) years after the furnishing of services under this Agreement.

11. City Name and Logo. Consultant shall not use City's name or insignia, photographs relating to the City projects for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

12. Conflicts of Interest. Consultant warrants that neither Consultant nor any of its employees have an interest, present or contemplated, in the Services. Consultant further warrants that neither Consultant nor any of its employees have real property, business interests or income that will be affected by the Services. Consultant covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Consultant shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission.

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

14. City Right to Employ Other Consultants. This Agreement is non-exclusive with Consultant. City reserves the right to employ other consultants in connection with the Services.

15. Termination of Agreement. This Agreement shall terminate upon completion of the Services, or earlier pursuant to the following.

a. Termination by City: Without Cause. This Agreement may be terminated by City at its discretion upon seven (7) days prior written notice to Consultant.

b. Termination by City or Consultant: For Cause. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party of a material breach, and a failure to cure within that time period.

c. Compensation to Consultant Upon Termination. In the event termination is not due to fault attributable to Consultant, and provided all other conditions for payment have been met, Consultant shall be paid compensation for services performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Consultant's compensation has not become due, Consultant shall be paid the reasonable value of its services provided. In the event of termination due to Consultant's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

d. Effect of Termination. Upon receipt of a termination notice (or completion of this Agreement), Consultant shall: (i) promptly discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to the City, without additional compensation, all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this

Agreement, whether completed or in process. Following the termination of this Agreement for any reason whatsoever, City shall have the right to utilize such information and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by Consultant. Consultant may not refuse to provide such writings or materials for any reason whatsoever.

16. Insurance. Consultant, and any and all subcontractors used by Consultant, shall satisfy the insurance requirements approved by the City's Risk Manager and City Attorney.

17. Indemnity and Defense. Consultant hereby agrees to indemnify, defend and hold the City, its officials, officers, employees, agents, and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with the alleged or actual acts, errors, omissions or negligence of Consultant or its subcontractors relating to the performance of Services described herein. Consultant's duty to defend and indemnify City shall exist even if the alleged injuries or damages sustained by the claimant are the result in part of City's active or passive negligence, but the duty to defend and indemnify City shall not extend to injuries or damages that are the result of City's sole negligence or willful misconduct.

Consultant's duty to defend shall immediately arise when a claim is asserted and/or a lawsuit is initiated against the City arising out of or occurring in connection with the alleged or actual acts, errors, omissions or negligence of Consultant or its subcontractors relating to the performance of Services described herein and regardless of whether others may owe the City a duty of defense and/or indemnity. Consultant and City agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement.

18. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.

19. Form and Service of Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the other party shall be in writing and shall be deemed properly delivered, served or given by one of the following methods:

a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.

b. Delivered by e-mail to a known address of the party to whom it is directed, provided the e-mail is accompanied by a written acknowledgment of receipt by the other party. Service shall be deemed the date of written acknowledgement.

c. Delivery by a reliable overnight delivery service, ex., Federal Express, receipted, addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.

d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered seventy-two (72) hours after deposit.

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

CITY OF CLOVIS
Heidi Crabtree
Housing Program Coordinator
1033 Fifth Street
Clovis, CA 93612
(559) 324-2094
(559) 324-2840 (Fax)

HABITAT FOR HUMANITY
FRESNO COUNTY
Matthew Grundy
Executive Director
4991 E. McKinley, Suite 123
Fresno, CA 93727
(559) 237-4102
(559) 456-9192 (Fax)

20. Entire Agreement. This Agreement, including the attachments, represents the entire Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Consultant.

21. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

22. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

23. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

24. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Consultant in the County of Fresno, California. Consultant shall perform the Services required under this Agreement in the

County of Fresno, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

25. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

26. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

27. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

28. Alternative Dispute Resolution. If a dispute arises out of or relating to this Agreement, or the alleged breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

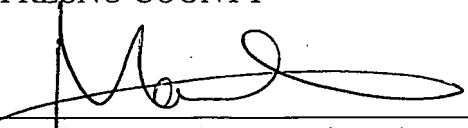
Demand for mediation shall be in writing and delivered to the other party to this Agreement. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statutes of limitations.

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

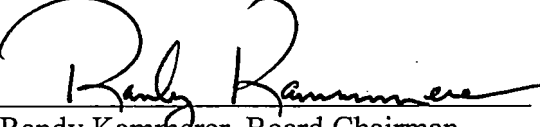
29. Non-Discrimination. Consultant shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Consultant employees or applicants for employment. Consultant shall ensure that any subcontractors are bound to this provision. A protected class, includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

Signatures on Next Page

HABITAT FOR HUMANITY
OF FRESNO COUNTY

By: 
Matthew Grundy, Executive Director

Date: 8/30/16

By: 
Randy Kammerer, Board Chairman

Date: Aug 30, 2016

CITY OF CLOVIS

By: _____
Robert Woolley, City Manager

Date: _____

ATTEST:

_____, City Clerk

APPROVED AS TO FORM:

By: _____
David J. Wolfe, City Attorney

EXHIBIT A

DESCRIPTION OF SERVICES

A. General Duties and Responsibilities.

Consultant will administer all phases of construction activities to achieve the completion of all construction contracts in accordance with the requirements of this Agreement, in accordance with the terms of the Grant (attached as **Exhibit C**), and in accordance with the reasonable care of a professional construction manager in the circumstances of this project. All services Consultant performs under this Agreement shall be conducted in a manner consistent with the terms of this Agreement and with the level of care and skill ordinarily exercised by construction managers on similar projects in California with similar complexity and with similar agreements, who are specially qualified to provide the services the City requires. Consultant shall conduct all services in conformance to, and compliance with, all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, the Americans with Disabilities Act ("ADA"), the California Public Contract Code, the California Labor Code, the California Civil Code, and the California Government Code.

Consultant shall provide administrative, management, and related services as required to coordinate and oversee the work of the contractor(s) to complete the manufactured home rehabilitation and/or replacement projects in accordance with the contract documents and this Agreement. As the City's representative on the construction sites, the Consultant's construction manager shall be the party to whom the contractor(s) submit all documents and information, including requests for information, submittals, drawings and proposed change orders.

B. Specific Duties and Responsibilities.

Specifically, Consultant shall be responsible for the following:

1. Within fourteen (14) days of notification from City staff (i.e. Housing Program Coordinator) of an applicant with preliminary program approval for home rehabilitation or replacement, the Consultant's construction manager shall schedule an initial inspection of the home with the homeowner/applicant, and shall notify City staff of the inspection appointment.
2. The construction manager will conduct the initial inspection of the manufactured home, prepare a comprehensive scope of requisite work (including all required permits) for the rehabilitation or replacement of the unit.
3. The construction manager will prepare an itemized cost estimate for the proposed scope of work. The cost estimate shall be provided to City staff within fourteen (14) days of the initial inspection of the unit.
4. The Consultant is responsible for securing all personnel, including all contractors, required in performing the services under this Agreement. The Consultant warrants that all of the

services required hereunder will be performed under Consultant's supervision, and all personnel engaged in the work shall be qualified to perform such services.

5. After the construction contract is fully executed and work begins, the construction manager shall conduct interim inspections to ensure that work is progressing on schedule and that it is being performed in accordance with the requirements of the construction contract.

6. In addition to regular interim inspections, the construction manager shall also conduct an inspection whenever: (1) the contractor submits a request for change order; and/or (2) the contractor submits a request for partial payment. Change order requests and partial payment requests shall require the approval of both the construction manager and the City staff.

7. Upon completion of the project, the construction manager shall be responsible for collecting the final payment request from the contractor.

8. The construction manager shall conduct a final inspection of the unit and prepare a list of outstanding and/or uncompleted items, if applicable. If a list of outstanding items is prepared, the construction manager shall conduct a subsequent inspection to ensure that all items on the list have been completed.

9. A statement of satisfaction shall be obtained from the homeowner upon final completion of the project.

10. The construction manager shall submit to City staff the contractor's final payment request, homeowner's statement of satisfaction, all applicable permits, and a verification of completion.

11. Consultant will be paid a flat rate of \$3,500.00 per completed housing unit. City will tender payment to consultant within thirty (30) days of submission of all documents set forth in Item 12 of this Subsection B of this Exhibit.

C. Staffing.

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

D. Trivial Variations in the Work.

The Consultant may authorize trivial variations in the work from the requirements of the prime contract documents that (a) do not involve an adjustment in the contract price or the contract time, and (b) are consistent with the overall intent of the contract document.

E. Quality Review and Inspections.


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

F. Permits and Approvals.

The Consultant shall verify that all required permits, bonds, and insurance have been obtained from the contractors and subcontractors.



AGENDA ITEM NO: **CC-G-1**

City Manager: 

- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL

TO: Mayor and City Council
FROM: Police Department
DATE: September 19, 2016
SUBJECT: Monthly Report to Council, June 2016

CONFLICT OF INTEREST

None

RECOMMENDATION

Receive and file June 2016 Police Department Monthly Report to City Council.

EXECUTIVE SUMMARY

The Police Department provides monthly updates to City Council Members on department activities.

BACKGROUND

The Police Department Monthly Report contains statistical data along with timely articles.

Clovis Police Department

Monthly Report to Council, June 2016

CLOVIS POLICE OFFICER/STAFF ACCOMPLISHMENTS

FBI Crime Index Statistics for June

Homicide	0	Burglary	49
Vehicle Theft	26	Forcible Rape	1
Robbery	6	Larceny Theft	212
Arson	0	Aggravated Assault	17

Clovis Police Department Statistics for June:

Calls for Service: Public: 4,305 Officer Initiated: 3,137 Total: 7,442

(Average Calls for Service per Day: 254.73)

Arrests: Adults: 317 Juveniles: 22 Total: 339

Traffic Accidents: Fatal: 0 Injury: 38 Non-Injury: 17 DUI: 5 Hit & Run: 12

DUI Arrests: 27 Traffic Cites: 453 Parking Cites: 141

Municipal Citations: 73 Priority One Response Time: 3.92 min.

Citizen Surveys of Service: April May June

(Above average or excellent) **100% 100% 91%**

Volunteer Hours for June (@ \$22.14 per hour)

Volunteers: 74 Hours Served: 964.3 Total Savings: \$21,349.60

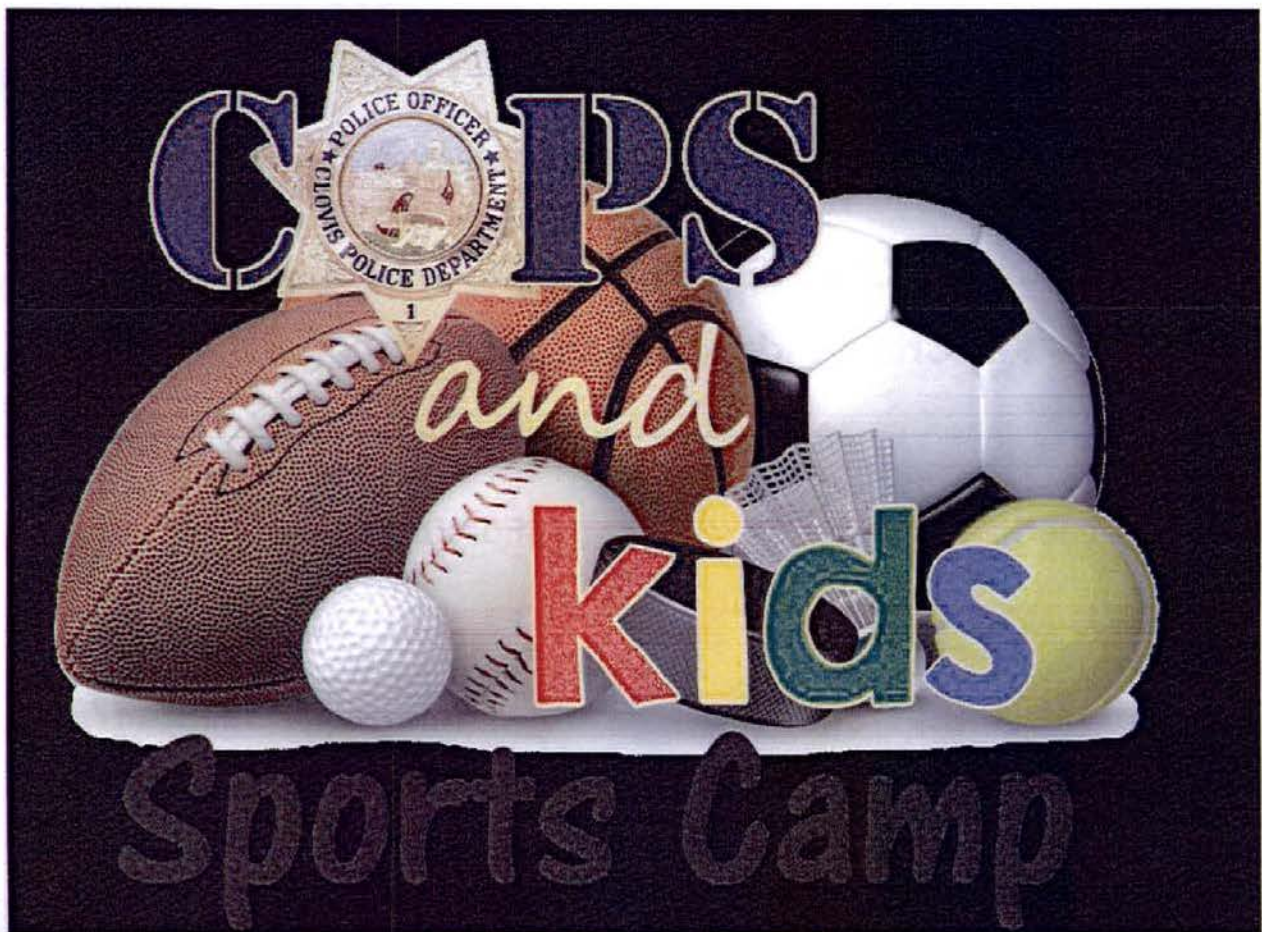
Explorer Hours for June (@ \$11.50 per hour):

Explorers: 21 Hours Served: 554.5 Hours Served Total Savings: \$6,376.75

Community Development Block Grant Stats for June: Warnings/Courtesy Notices: 98

Closed CRMs due to compliance: 50

News Releases Available online and on Facebook




The Finish Line Foundation was an essential partner in the success of the "2016 Cops and Kids" Sports Camp.



Youth participants in the Cops and Kids Sports Camp are recruited directly from the Clovis Unified School District elementary schools with an emphasis on reaching those youth who are deemed to be at risk or have been identified as experiencing economic hardships. With this in mind, the Clovis Police Officers Association (CPOA) works in conjunction with the local elementary school administrators and teachers to recruit first through sixth graders to participate in the four day sports summer camp.



AGENDA ITEM NO: **1-A**

City Manager: 

- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: September 19, 2016

SUBJECT: Consider Approval Res. 16-___, Resolution of Necessity to determine that public interest and necessity require acquisition of property for public purposes and; authorizing proceedings in eminent domain for two properties located south of Shaw Avenue, east of Locan Avenue. APN/Owner: 555-020-04/Afarin Karimkhanzand and 555-020-50/Nikdotkht Karimkhanzand.

ATTACHMENTS:

Exhibit "A:" Properties Exhibit

Attachment "1:" Draft Res. 16-___ Resolution of Necessity- APNs 555-020-04 and 555-020-50
(A) Legal Description
(B) Map Depicting Property
(C) Notice of Hearing on Resolution of Necessity

CONFLICT OF INTEREST

No conflicts.

RECOMMENDATION

For the City Council to hold a public hearing and approve the attached Resolution of Necessity (Attachment "1"), approving the eminent domain process to acquire property for public street purposes at the southeast corner of Shaw and Locan Avenues (Exhibit "A").

EXECUTIVE SUMMARY

This is a request to approve a Resolution of Necessity approving the eminent domain process to acquire right-of-way for the widening of Shaw Avenue in the vicinity of the Shaw and Locan Avenues' intersection. Staff has not been able to come to an agreement with the property owners to purchase the needed right-of-way. This action is to avoid further delays in the construction of improvements to Shaw Avenue from Locan Avenue to Maine Avenue.

California Code of Civil Procedure Section 1245.240 requires the Resolution of Necessity be approved by a vote of two-third of all the members of the City Council.

BACKGROUND

City staff is currently in discussion with Afarin Karimkhanzand and Nikdotkht Karimkhanzand, property owners of APNs 555-020-04 and 555-020-50, respectively. The acquisitions consist of 8,451 square feet of new street right-of-way across APN 555-020-50 and 9,046 square feet of new street right-of-way across APN 555-020-04. Exhibit "A" shows the properties with an overlay of the Shaw Avenue improvements.

This right-of-way is needed for the widening of Shaw Avenue from Locan Avenue to Maine Avenue, which is a Measure "C" funded project. Improvements to Shaw Avenue includes construction to finish lanes, curb, gutter, drive approaches, curb ramps, landscaping, irrigation, a traffic signal at the Shaw and Locan Avenues' intersection, and paving and overlay as necessary to match the existing pavement.

City staff has been working with the property owners since October 2014 to come to an agreement for the acquisition. Staff has worked with the property owners to try to address issues and questions they have related to the acquisition and the future development of their properties. Due to lack of agreement on the terms of the acquisition and timing of the Shaw Avenue street improvements, staff is moving forward with this request for the City Council to approve the Resolution of Necessity and authorize staff to begin the eminent domain process, if necessary. The Resolution of Necessity is the first step in the eminent domain process.

Staff will continue to work with these property owners with the goal of coming to agreement on the terms of the right-of-way acquisition; however, the start of construction related activities on Shaw Avenue has been held up waiting on right-of-way acquisition. The right-of-way needed is shown on the exhibits attached.

The property owners have been notified of the public hearing date and have issued a written request to appear and be heard on the Resolution of Necessity. Council is advised that the only issues under consideration at the public hearing are considering necessity to invoke eminent domain, and whether there exists relevant findings required for adopting a Resolution of Necessity. The fair market value of the property is not a proper topic for consideration or discussion at the Resolution of Necessity hearing.

The findings for the Resolution of Necessity are:

1. Public interest and necessity require the proposed project;
2. The proposed project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury;
3. The property described in the Resolution is necessary for the proposed project;
4. An offer to acquire the real property, pursuant to section 7267.2 of the Government Code, was made to the owners of record as provided by law;
5. The City has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the portion of the property described herein.
6. The City has fully complied with all provisions of the California Environmental Quality Act for the Project.

FISCAL IMPACT

The project and related right-of-way acquisitions are funded by Measure "C" with a local match. There are no fiscal impacts to the City of Clovis.

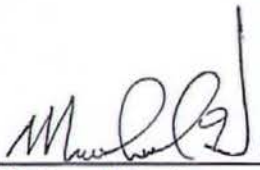
REASON FOR RECOMMENDATION

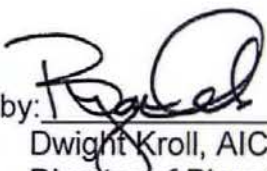
The eminent domain action is necessary in order to acquire the necessary right-of-way and allow the improvements to Shaw Avenue between Locan Avenue and Maine Avenue to proceed.

ACTIONS FOLLOWING APPROVAL

Staff will pursue the eminent domain action in the manner required by law.

Prepared by: Ryan Burnett, AICP, Management Analyst

Submitted by: 
Michael Harrison
Interim City Engineer

Recommended by:  **7-2-2016**
Dwight Kroll, AICP
Director of Planning and
Development Services



7/17/2015

Southeast Corner
Shaw & Locan Avenues

Exhibit "A"



1" = 100'

RESOLUTION NO. 16-__

**A RESOLUTION DETERMINING THAT THE PUBLIC INTEREST AND
NECESSITY REQUIRE ACQUISITION OF PROPERTY FOR PUBLIC
PURPOSES AND AUTHORIZING PROCEEDINGS IN EMINENT DOMAIN**

WHEREAS, it appears necessary and desirable that the City of Clovis (hereinafter "City"), acquire fee title to portions of real property commonly known as APN 555-020-50 and APN 555-020-04, which are more particularly described as set forth in Exhibit "A" and as depicted in Exhibit "B" hereto (the "Property"); and

WHEREAS, the project for this resolution is the acquisition of fee title to the Property, consisting of approximately 23,378 square feet (8,451 square feet of new street right-of-way; 14,927 square feet previously dedicated for road purposes by easement) from APN 555-020-50 and 26,689 square feet (9,046 square feet of new street right-of-way; 17,643 square feet previously dedicated for road purposes by easement) from APN 555-020-04, for a public street right of way (the "Project"); and

WHEREAS, a Notice of Hearing on the Intent of the City Council of the City of Clovis (hereinafter "Council") to Adopt the Resolution of Necessity, which Notice of Hearing is attached hereto as Exhibit "C," was mailed to the record owners of the Property in accordance with California Code of Civil Procedure section 1245.235(a) and (b). The Notice of Hearing advised the property owners of their right to be heard on the matters referred to therein on the date and at the time and place stated therein; and

WHEREAS, the hearing set out in the Notice of Hearing was held on September 19, 2016 at the time and place stated therein, and all interested parties were given an opportunity to be heard. The hearing was then closed and the matter considered by the Council, all as required by law; and

WHEREAS, this Council has received and considered all relevant factors and evidence, including, but not limited to, the Planning and Development Services staff report and matters referenced therein; facts which are otherwise commonly known, judicially noticeable and matters of public record; and all other relevant and proper evidence offered at the hearing by staff, affected property owners who made timely requests for hearing, and others who appeared and/or were heard.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLOVIS, BY A VOTE OF NOT LESS THAN 2/3 OF ITS MEMBERS, DECLARES, FINDS, AND RESOLVES AS FOLLOWS:

1. The foregoing recitals are true and correct and, by this reference, incorporated herein as if set forth in full. The staff report on the Resolution of Necessity and all Attachments to this Resolution are incorporated by reference.

Attachment "1"

2 The City is authorized to acquire the Property for the Project by eminent domain proceedings pursuant to Section 37350.5 and 40404 of the Government Code of California.

3. The Property to be acquired is generally located on the south side of Shaw Avenue, east of Locan Avenue, in the City of Clovis, County of Fresno, State of California. The extent of the Property to be taken consists of that certain real property hereinafter described in the legal description attached as Exhibit "A," and depicted in the diagram attached as Exhibit "B."

4. Based on all evidence presented in this matter, the Council specifically finds and determines that:

- a. The public interest and necessity require the proposed Project.
- b. The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
- c. The Property as described is necessary for the proposed Project.
- d. The offer required by Section 7267.2 of the Government Code has been made to the identified and known owners of record of the Property.
- e. The City has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the portion of the Property described herein.
- f. The City has fully complied with all provisions of the California Environmental Quality Act for the Project.

5. The portion or interest in the Property, including any improvements thereon, which are authorized to be acquired by this resolution, is as delineated on the said attached exhibits, being real property completely situated within the territorial boundaries of the City.

6. The City plans that the date of use of the Property for the Project will be within seven years from the date the complaint for eminent domain proceedings is filed.

7. The City Attorney of the City of Clovis is authorized and directed to institute and conduct to conclusion in the name of the City, proceedings in eminent domain. The proceedings are to be in accordance with the provisions of the Constitution of California and the Code of Civil Procedure in order to acquire in the name of the City a fee simple estate in and to a portion of the Property herein described and such other interests as may be necessary for construction and operation of the Project. This Council finds and determines the public interest, necessity, and welfare require prejudgment possession of the property as soon as the same may be lawfully obtained. The City Attorney is authorized and directed to obtain such possession.

8. The Director of Finance of the City is authorized to pay, out of funds authorized or received, for the acquisition of the Property, for prejudgment possession of the Property, and for

all other costs and expenses of acquisition, including, but not limited to, final compensation for the take and all fees and costs charged for City services in connection with this litigation.

9. The City Manager and/or City Attorney are hereby authorized, without further action of this Council, to enter into any settlement regarding acquisition of the Property by way of agreement and/or stipulation so long as the settlement is based upon approved evidence and appraisal opinion.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on the 19th day of September, 2016, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

DATED: _____, 2016.

Mayor

City Clerk

Exhibit "A"

Legal Description of Property

(attached)

Exhibit A-1

**LEGAL DESCRIPTION
STREET DEDICATION**

That portion of Parcel 1 of Parcel Map No. 2524, recorded in Book 16 of Parcel Maps, at Page 72, Fresno County Records, situated in the City of Clovis, County of Fresno, State of California, described as follows:

BEGINNING at the North quarter corner of Section 14, Township 13 South, Range 21 East, Mount Diablo Base and Meridian, said point lying on the North line of said Parcel 1;

Thence, along the North line of the Northeast quarter of said Section 14 and the North line of said Parcel 1, South 89°37'47" East, 316.06 feet to the Northeast corner of said Parcel 1;

Thence, along the East line of said Parcel 1, South 00°28'47" West, 77.42 feet to a point on a curve, concave North, parallel with and 27.00 feet Southerly of the existing Southerly right of way line of East Shaw Avenue as shown on said Parcel Map No. 2524, whose center bears North 01°20'18" East, 32,082.00 feet;

Thence, Westerly along the arc of said curve, having a radius of 32,082.00 feet, through a central angle of 00°27'51.8", an arc distance of 260.03 feet;

Thence, continuing parallel with and 27.00 feet Southerly of said existing Southerly right of way line of East Shaw Avenue, North 88°11'50" West, 14.12 feet to a point on a line parallel with and 42.00 feet East of the West line of the Northeast quarter of said Section 14;

Thence, along last said parallel line, South 00°30'59" West, 20.38 feet;

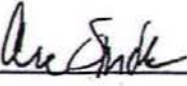
Thence, North 89°37'47" West, 22.00 feet to a point on the East line of the parcel granted to the City of Clovis per Grant Deed recorded March 14, 2007 as Document No. 2007-0052690, Official Records of Fresno County;

Thence, along the East line of said parcel granted to the City of Clovis, North 00°30'59" East, 47.94 feet to the Northeast corner of said parcel granted to the City of Clovis;

Thence, along the North line of said parcel granted to the City of Clovis, North 88°11'50" West, 20.01 feet to a point on the West line of the Northeast quarter of said Section 14;

Thence, along the West line of the Northeast quarter of said Section 14, North 00°30'59" East, 43.56 feet to the **POINT OF BEGINNING**.

Consisting of approximately 23,378 square feet, more or less.



Anne M. Smoke, PLS 7985
Lic. Exp. 12/31/2016

6-2-16
Date



Exhibit A-2

**LEGAL DESCRIPTION
STREET DEDICATION**

That portion of Parcel 2 of Parcel Map No. 2524, recorded in Book 16 of Parcel Maps, at Page 72, Fresno County Records, situated in the City of Clovis, County of Fresno, State of California, described as follows:

Commencing for reference at the North quarter corner of Section 14, Township 13 South, Range 21 East, Mount Diablo Base and Meridian; Thence, along the North line of the Northeast quarter of said Section 14, South 89°37'47" East, 316.06 feet to the Northwest corner of said Parcel 2, said point being the **TRUE POINT OF BEGINNING**;

Thence, continuing along the North line of the Northeast quarter of said Section 14 and the North line of said Parcel 2, South 89°37'47" East, 335.00 feet to the Northeast corner of said Parcel 2;

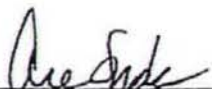
Thence, along the East line of said Parcel 2, South 00°28'47" West, 81.33 feet to a point on a curve, concave North, parallel with and 27.00 feet Southerly of the existing Southerly right of way line of East Shaw Avenue as shown on said Parcel Map No. 2524, whose center bears North 00°44'24" East, 32,082.00 feet;

Thence, Westerly along the arc of said parallel curve, whose radius is 32,082.00 feet, through a central angle of 00°35'54", an arc distance of 335.02 feet to a point on the West line of said Parcel 2;

Thence, along the West line of said Parcel 2, North 00°28'47" East, 77.42 feet to the **TRUE POINT OF BEGINNING**.

Consisting of approximately 26,689 square feet, more or less.





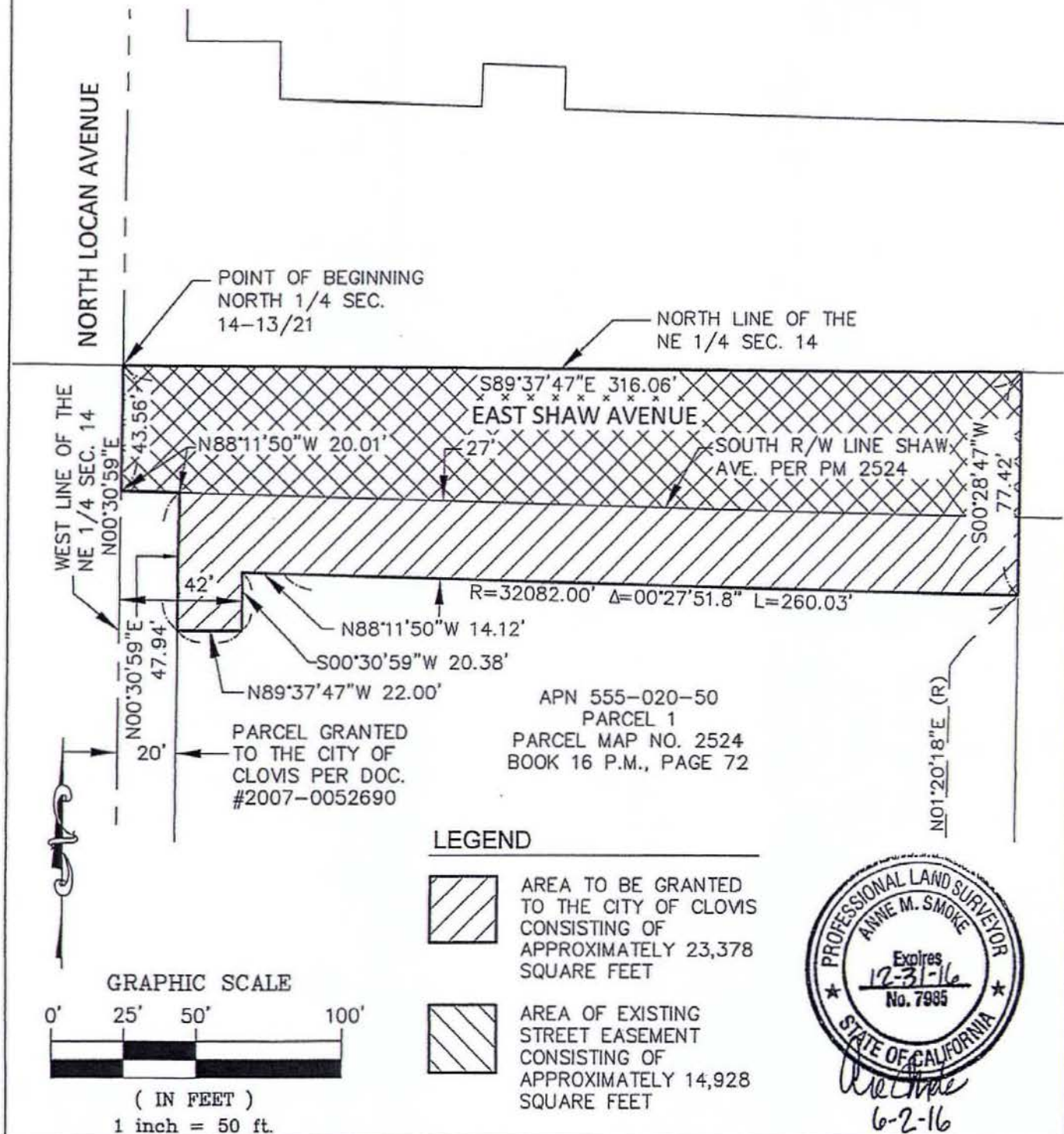
Anne M. Smoke, PLS 7985
Lic. Exp. 12/31/2016

6-2-16
Date

Exhibit "B"

Map Depicting Property

(attached)



CITY OF CLOVIS - ENGINEERING

Firm name: MINNEY SURVEYING
Address: 17137 ROAD 37
MADERA, CA 93636
Surveyor: ANNE M. SMOKE
LS No. 7985
Telephone No. (559) 322-8235

STREET DEDICATION
3030 EAST SHAW AVENUE
CLOVIS, CA
PORTION OF PARCEL 1 OF PARCEL MAP NO.
2524, RECORDED IN BOOK 16 OF PARCEL
MAPS, AT PAGE 72, F.C.R.
PORTION OF APN 555-020-50

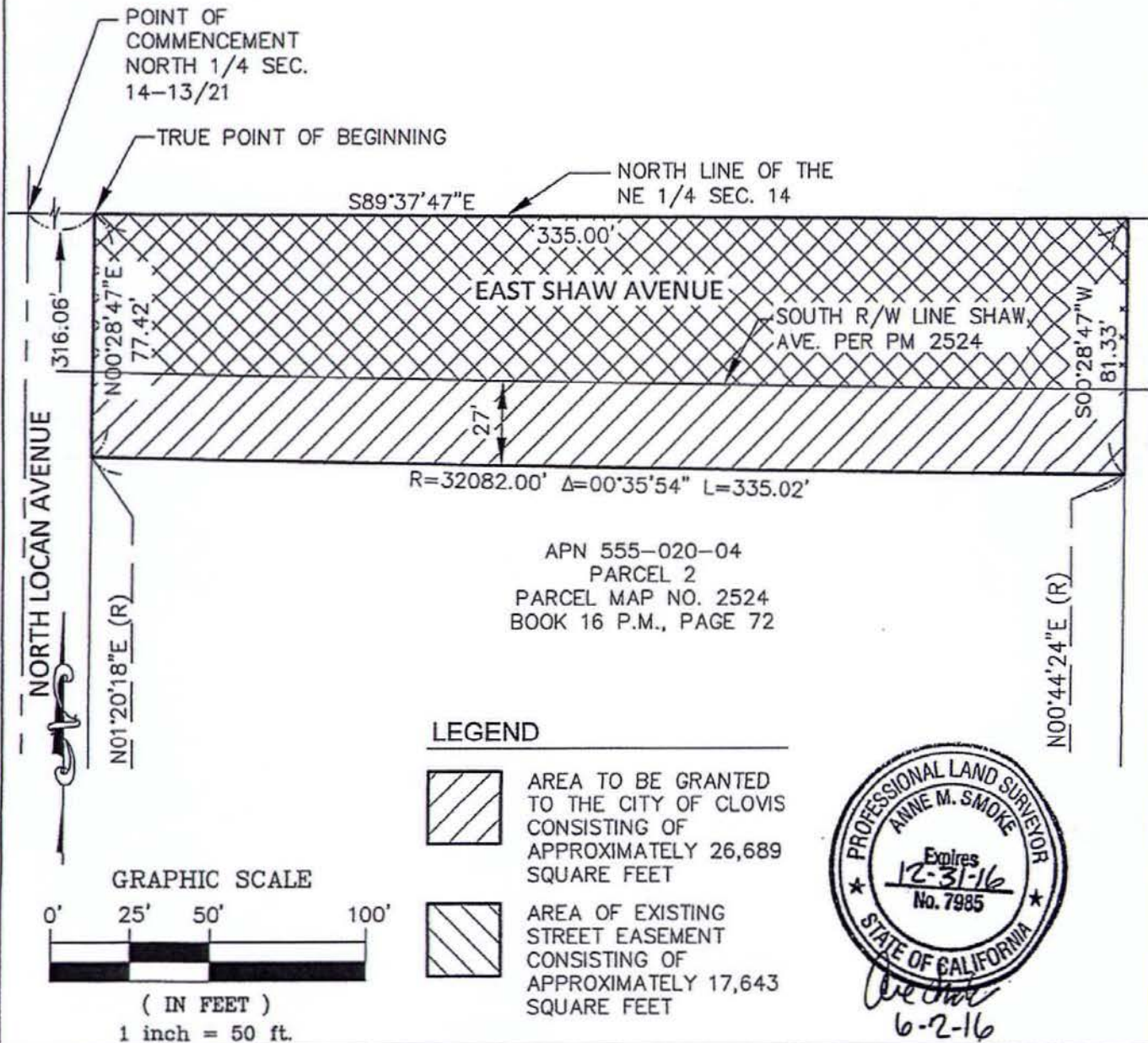
Dr. by: A. SMOKE

Date: 5-26-16

Rev. _____

SCALE AS SHOWN

SHEET 1 OF 1



CITY OF CLOVIS - ENGINEERING

Firm name: MINNEY SURVEYING
Address: 17137 ROAD 37
MADERA, CA 93636
Surveyor: ANNE M. SMOKE
LS No. 7985
Telephone No. (559) 322-8235

STREET DEDICATION
EAST SHAW AVENUE
CLOVIS, CA
PORTION OF PARCEL 2 OF PARCEL MAP NO.
2524, RECORDED IN BOOK 16 OF PARCEL
MAPS, AT PAGE 72, F.C.R.
PORTION OF APN 555-020-04

Dr. by: A. SMOKE
Date: 5-26-16
Rev. _____
SCALE AS SHOWN
SHEET 1 OF 1

Exhibit "C"

Notice of Hearing on Resolution of Necessity

(attached)



CITY OF CLOVIS

Department of Planning and Development Services

CITY HALL • 1033 FIFTH STREET • CLOVIS, CA 93612

NOTICE OF HEARING ON RESOLUTION OF NECESSITY

(Code Civ. Proc., § 1245.234)

August 25, 2016

Nikdotkht Karimkhanzand
3030 Shaw Avenue
Clovis, CA 93619

Re: Notice of Proposed Adoption of Resolution of Necessity; APN 555-020-50 (Portion)

Dear Ms. Karimkhanzand:

The City of Clovis ("City") has previously informed you of its interest in purchasing a portion of your property identified as APN 555-020-50 and located at 3030 Shaw Avenue ("Property") in Clovis, California for a street improvement project on Shaw Avenue ("Project"). The City has offered to pay you the full amount of the City's appraised value of the Property. The City remains interested in purchasing your Property on a voluntary basis, and negotiating to that end. However, because the City must move forward with the Project, the City has no choice but to initiate the process for acquiring your Property involuntarily, by means of eminent domain, if necessary.

Accordingly, notice is hereby given that on Monday, September 19, 2016 at 6:00 p.m. or as soon thereafter as the matter may be heard, at the Clovis City Council chambers, located at 1033 5th Street, Clovis, California, the Clovis City Council will consider for adoption a proposed Resolution of Necessity authorizing condemnation of the Property. The public project is the acquisition of property for a right of way and other easements and/or fee interests for the City's street improvement project on Shaw Avenue.

As the record owner of the Property, you have the right to appear before the City Council and be heard on the matters referred to in California Code of Civil Procedure section 1240.030, which are:

1. Whether the public interest and necessity require the project;
2. Whether the project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; and
3. Whether the real property sought to be acquired is necessary for the project.

If you wish to appear and be heard on September 19, 2016, on the above matters, please mail or deliver the written request to appear enclosed with this letter. The written request must be received by the City no later than 3:00 p.m. on September 14, 2016. If no request is received, you will waive your right to appear and be heard on the above matters.

Failure to make a written request to appear before the City Council meeting on September 19, 2016 does not mean that you agree with the City's offer previously made to you. The proposed adoption of the resolution of necessity addresses only the issues set forth above. **The resolution of necessity hearing will not address the fair market value of the Property.** Any fair market value issues will be addressed in the eminent domain proceedings if the resolution of necessity is adopted.

I enclose for your reference, or your attorney's reference, sections 1240.030 and 1245.235 of the Code of Civil Procedure, which describes the resolution of necessity process.

PLEASE BE ADVISED, YOUR FAILURE TO FILE A WRITTEN REQUEST WITH THE CITY REQUESTING TO APPEAR AND BE HEARD AT THE ABOVE REFERENCED ADDRESS BY September 14, 2016 WILL RESULT IN A WAIVER OF YOUR RIGHT TO APPEAR AND BE HEARD ON THE PROPOSED ADOPTION OF THE RESOLUTION OF NECESSITY REFERENCED ABOVE.

Again, please be assured that the City still desires to enter into a voluntary purchase agreement with you for the acquisition of your Property, and the giving of this Notice is not meant to preclude that possibility. However, the City's need to proceed with the Project requires that it move forward immediately to resolve this matter. Please contact me at 324-2336 if you would like to discuss any aspect of this matter.

Sincerely,

MICHAEL HARRISON, P.E., P.L.S.
INTERIM CITY ENGINEER



Ryan C. Burnett, AICP
Management Analyst
City of Clovis Engineering Division

Enclosures

cc: Scott G. Cross, Esq., Lozano Smith
cc: Thomas E. Campagne, Atty at Law

WRITTEN REQUEST TO APPEAR AND
BE HEARD ON RESOLUTION OF NECESSITY

TO: Ryan C. Burnett, AICP
Management Analyst
City of Clovis
1033 5th Street
Clovis, CA 93612

FROM: Ms. Nikdokht Karimkhanzand

Please consider this our written request to be heard on the Resolution of Necessity item scheduled for Monday, September 19, 2016 at 6:00 p.m. before the Clovis City Council at 1033 5th Street, Clovis, California. We understand you must receive this request no later than 3:00 p.m. on September 14, 2016 at the above address.

We understand that the matters to be heard are:

- a. That the public interest and necessity require the project;
- b. The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
- c. The real property ("property") sought to be acquired is necessary for the project;
and

We further understand that the hearing will not address the issue of what is the fair market value of the property.

DATED: _____, 2016 _____
Property Owner (or Authorized Agent)

DATED: _____, 2016 _____
Property Owner (or Authorized Agent)

[You may mail by first class mail, or certified mail, or you may hand deliver this notice to the City Offices.]

California Code of Civil Procedure

1240.030.

The power of eminent domain may be exercised to acquire property for a proposed project only if all of the following are established:

- (a) The public interest and necessity require the project.
- (b) The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
- (c) The property sought to be acquired is necessary for the project.

1245.235.

(a) The governing body of the public entity may adopt a resolution of necessity only after the governing body has given each person whose property is to be acquired by eminent domain and whose name and address appears on the last equalized county assessment roll notice and a reasonable opportunity to appear and be heard on the matters referred to in Section 1240.030.

(b) The notice required by subdivision (a) shall be sent by first-class mail to each person described in subdivision (a) and shall state all of the following:

- (1) The intent of the governing body to adopt the resolution.
- (2) The right of such person to appear and be heard on the matters referred to in Section 1240.030.

(3) Failure to file a written request to appear and be heard within 15 days after the notice was mailed will result in waiver of the right to appear and be heard.

(c) The governing body, or a committee of not less than 11 members thereof designated by the governing body if the governing body has more than 40 members, shall hold a hearing at which all persons described in subdivision (a) who filed a written request within the time specified in the notice may appear and be heard on the matters

referred to in Section 1240.030. Such a committee shall be reasonably representative of the various geographical areas within the public entity's jurisdiction. The governing body need not give an opportunity to appear and be heard to any person who fails to so

file a written request within the time specified in the notice. If a committee is designated by the governing body pursuant to this subdivision to hold the hearing, the committee, subsequent to the hearing, shall provide the governing body and any person described in subdivision (a) who has appeared before the committee with a written summary of the hearing and a written recommendation as to whether to adopt the resolution of necessity. Any person described in subdivision (a) who has appeared before the committee shall also be given an opportunity to appear and be heard before the governing body on the matters referred to in Section 1240.030.

(d) Notwithstanding subdivision (b), the governing body may satisfy the requirements of this section through any other procedure that has given each person described in subdivision (a) reasonable written personal notice and a reasonable opportunity to appear and be heard on the matters referred to in Section 1240.030.



CITY OF CLOVIS

Department of Planning and Development Services

CITY HALL • 1033 FIFTH STREET • CLOVIS, CA 93612

NOTICE OF HEARING ON RESOLUTION OF NECESSITY (Code Civ. Proc., § 1245.234)

August 25, 2016

Afarin Karimkhanzand
342 W. Bluff
Fresno, CA 93711

Re: Notice of Proposed Adoption of Resolution of Necessity; APN 555-020-04 (Portion)

Dear Ms. Karimkhanzand:

The City of Clovis ("City") has previously informed you of its interest in purchasing a portion of your property identified as APN 555-020-04 in Clovis, California for a street improvement project on Shaw Avenue ("Project"). The City has offered to pay you the full amount of the City's appraised value of the Property. The City remains interested in purchasing your Property on a voluntary basis, and negotiating to that end. However, because the City must move forward with the Project, the City has no choice but to initiate the process for acquiring your Property involuntarily, by means of eminent domain, if necessary.

Accordingly, notice is hereby given that on Monday, September 19, 2016, at 6:00 p.m. or as soon thereafter as the matter may be heard, at the Clovis City Council chambers, located at 1033 5th Street, Clovis, California, the Clovis City Council will consider for adoption a proposed Resolution of Necessity authorizing condemnation of the Property. The public project is the acquisition of property for a right of way and other easements and/or fee interests for the City's street improvement project on Shaw Avenue.

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1. Whether the public interest and necessity require the project;
2. Whether the project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; and
3. Whether the real property sought to be acquired is necessary for the project.

If you wish to appear and be heard on September 19, 2016, on the above matters, please mail or deliver the written request to appear enclosed with this letter. The written request must be received by the City no later than 3:00 p.m. on September 14, 2016. If no request is received, you will waive your right to appear and be heard on the above matters.

Failure to make a written request to appear before the City Council meeting on September 19, 2016, does not mean that you agree with the City's offer previously made to you. The proposed adoption of the resolution of necessity addresses only the issues set forth above. **The resolution of necessity hearing will not address the fair market value of the Property. Any fair market value issues will be addressed in the eminent domain proceedings if the resolution of necessity is adopted.**

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Again, please be assured that the City still desires to enter into a voluntary purchase agreement with you for the acquisition of your Property, and the giving of this Notice is not meant to preclude that possibility. However, the City's need to proceed with the Project requires that it move forward immediately to resolve this matter. Please contact me at 324-2336 if you would like to discuss any aspect of this matter.

Sincerely,

Michael Harrison, P.E., P.L.S.
INTERIM CITY ENGINEER



Ryan C. Burnett, AICP
Management Analyst
City of Clovis Engineering Division

Enclosures

cc: Scott G. Cross, Esq., Lozano Smith
cc: Thomas E. Campagne, Attorney-at Law

WRITTEN REQUEST TO APPEAR AND
BE HEARD ON RESOLUTION OF NECESSITY

TO: Ryan C. Burnett, AICP
Management Analyst
City of Clovis
1033 5th Street
Clovis, CA 93612

FROM: Ms. Afarin Karimkhanzand

Please consider this our written request to be heard on the Resolution of Necessity item scheduled for Monday, September 19, 2016, before the Clovis City Council at 1033 5th Street, Clovis, California. We understand you must receive this request no later than 3:00 p.m. on September 14, 2016 at the above address.

We understand that the matters to be heard are:

- a. That the public interest and necessity require the project;
- b. The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
- c. The real property ("property") sought to be acquired is necessary for the project;
and

We further understand that the hearing will not address the issue of what is the fair market value of the property.

DATED: _____, 2016 _____
Property Owner (or Authorized Agent)

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Property Owner (or Authorized Agent)

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1240.030.

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- (b) The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
- (c) The property sought to be acquired is necessary for the project.

1245.235.

(a) The governing body of the public entity may adopt a resolution of necessity only after the governing body has given each person whose property is to be acquired by eminent domain and whose name and address appears on the last equalized county assessment roll notice and a reasonable opportunity to appear and be heard on the matters referred to in Section 1240.030.

(b) The notice required by subdivision (a) shall be sent by first-class mail to each person described in subdivision (a) and shall state all of the following:

- (1) The intent of the governing body to adopt the resolution.
- (2) The right of such person to appear and be heard on the matters referred to in Section 1240.030.

(3) Failure to file a written request to appear and be heard within 15 days after the notice was mailed will result in waiver of the right to appear and be heard.

(c) The governing body, or a committee of not less than 11 members thereof designated by the governing body if the governing body has more than 40 members, shall hold a hearing at which all persons described in subdivision (a) who filed a written request within the time specified in the notice may appear and be heard on the matters

referred to in Section 1240.030. Such a committee shall be reasonably representative of the various geographical areas within the public entity's jurisdiction. The governing body need not give an opportunity to appear and be heard to any person who fails to so

file a written request within the time specified in the notice. If a committee is designated by the governing body pursuant to this subdivision to hold the hearing, the committee, subsequent to the hearing, shall provide the governing body and any person described in subdivision (a) who has appeared before the committee with a written summary of the hearing and a written recommendation as to whether to adopt the resolution of necessity. Any person described in subdivision (a) who has appeared before the committee shall also be given an opportunity to appear and be heard before the governing body on the matters referred to in Section 1240.030.

(d) Notwithstanding subdivision (b), the governing body may satisfy the requirements of this section through any other procedure that has given each person described in subdivision (a) reasonable written personal notice and a reasonable opportunity to appear and be heard on the matters referred to in Section 1240.030.



AGENDA ITEM NO: 1-B

City Manager: *[Signature]*

- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Community and Economic Development

DATE: September 19, 2016

SUBJECT: Consider Approval - Res. 16- ___, Adoption of the City of Clovis 2015-16 Consolidated Annual Performance and Evaluation Report (CAPER) for expenditure of Community Development Block Grant Funds.

ATTACHMENTS: (A) Resolution
(B) 2015-16 Consolidated Annual Performance and Evaluation Report (CAPER)

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve a resolution adopting the City of Clovis 2015-16 Consolidated Annual Performance and Evaluation Report (CAPER) for expenditure of Community Development Block Grant Funds.

EXECUTIVE SUMMARY

The U. S. Department of Housing and Urban Development (HUD) requires the City to adopt the attached 2015-16 CAPER reporting on the expenditure of Community Development Block Grant Funds.

BACKGROUND

As an entitlement city for the purpose of receiving Community Development Block Grant Funds from HUD, Clovis must adopt a CAPER which reports on the status of CDBG projects and on the expenditure of funds for the previous funding year.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

HUD requires the City Council to adopt a CAPER each year reporting on the previous year's activity in completing CDBG projects and expending funds. The recommended action meets HUD's requirements to receive CDBG funds as an entitlement city.

ACTIONS FOLLOWING APPROVAL

The CAPER and Resolution will be submitted to HUD.

Prepared by: Heidi Crabtree, Housing Program Coordinator

A handwritten signature in black ink, appearing to be "H.C.", enclosed within a hand-drawn oval.

Submitted by: Andrew Haussler, Community and Economic Development Director

A handwritten signature in black ink, appearing to be "A. Haussler", with a stylized flourish at the end.

Attachment A

RESOLUTION 16-

A RESOLUTION OF THE CITY COUNCIL OF CLOVIS ADOPTING THE 2015-16 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

WHEREAS, the City Council of the City of Clovis is a U. S. Department of Housing and Urban Development (HUD) entitlement city for the purpose of receiving Community Development Block Grant funds; and

WHEREAS, HUD requires the City of Clovis to adopt a Consolidated Annual Performance and Evaluation Report (CAPER) to report on the 2015-16 project year's activity in completing CDBG projects and expending funds.

NOW, THEREFORE, BE IT RESOLVED that the Clovis City Council approves and adopts the 2015-16 CAPER.

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on the 19th day of September, 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: September 19, 2016

Mayor

City Clerk

City of Clovis

Consolidated Annual Performance and Evaluation Report FY 2015-2016



Community and Economic Development Department

1033 Fifth Street
Clovis, California 93612

Submission Date:
September 20, 2016

Consolidated Annual Performance Report and Review 2015-2016

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Consolidated Annual Performance Report and Review 2015-2016

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Project Data Sheets

HUD Reports

 CDBG Financial Summary (PR 26)

 CDBG Activity Summary (PR03)

HUD Required Tables

 Housing Needs Table

 Housing Market Analysis

 Continuum of Care Homeless Population and Subpopulations Chart

 CA-514 Fresno Madera Continuum of Care

 Non-Homeless Special Needs Including HOPWA

 Housing and Community Development Activities

Annual Objective Sheets

Public Notice



Fifth Program Year CAPER

The CPMP Fourth Consolidated Annual Performance and Evaluation Report includes Narrative Responses to CAPER questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations. The Executive Summary narratives are optional.

The grantee must submit an updated Financial Summary Report (PR26).

GENERAL

Executive Summary

The Fifth Annual Consolidated Annual Performance and Evaluation Report (CAPER) is a document submitted to HUD that serves as a comprehensive report on the goals set in the Consolidated Plan to expend entitlement funds from HUD by the City of Clovis. The CAPER was established through legislation passed by the U.S. Congress in 1990. Under the Cranston-Gonzalez National Affordable Housing Act, jurisdictions that receive federal entitlement funds for housing and community development activities are required to report on the use of those funds.

As a CDBG Entitlement City, Clovis' Community and Economic Development Department has developed the Consolidated Plan that identifies and prioritizes the future use of the City's Community Development Block Grant (CDBG) funds. This plan is available at www.cityofclovis.com under the Public Documents menu. In preparing the Consolidated Plan, the City utilized several methods to analyze the housing and community development needs of Clovis. Methods included, hosting focus groups, surveying community residents and stakeholders, surveying multi-family unit property owners, analyzing U.S. census data, and utilizing information in several city and county planning documents. The City hosted community meetings, hearings and met with organizations in an effort to reach out and encourage participation of all residents, particularly low-income and moderate-income residents, elderly persons, and persons with disabilities. The purpose of the meetings was to inform the community about the Consolidated Plan process and to identify opportunities to improve collaborative efforts, eliminate service delivery gaps in order to develop and sustain decent and affordable housing, suitable living environments, and expanded community and economic opportunities.

In order to meet the goal set in the Consolidated Plan, the City developed an Annual Action Plan, available at www.cityofclovis.com under the Public Documents menu, with specific projects to fulfill the goals created by the community during the Consolidated Planning process. Table 1 indicates the goals and projects indicated in the 2015-16 Action Plan and the current status.

Table 1: Clovis CDBG Goals and Funding Allocation FY 2015-2016					
Goals	Estimated Comp. Date	Allocation	Amount Expended	Amount Drawn	Current Status
Goal 1					
Housing Rehabilitation					
Home Rehabilitation Grants 2015-16	6/30/2016	122,470	142,108.23	142,108.23	Completed 74 homes served
Goal 2					
Area Based Policing					
Area Based Policing	6/30/2016	80,000	70,224.67	70,224.67	Completed 2080 patrol hrs 2015-16
Goal 3					
Economic Development/Job Creation					
Micro-Enterprise	6/30/2017	85,000	0	0	Planning
Goal 4					
Capital Improvements					
ADA Improvements Various Locations	12/30/2016	190,000	0	0	Planning
Alamos/Santa Ana Alley Reconstruction	6/30/2017	140,000	0	0	Planning

The Consolidated Annual Performance and Evaluation Report is divided into five major parts: 1) describes, in general, the accomplishments during the first program year; 2) describes the efforts toward meeting the housing needs of Clovis residents; 3) describes the efforts toward meeting the needs of the homeless; 4) describes the efforts toward addressing community development needs; and 5) describes the efforts toward addressing non-homeless special needs populations.

General Questions

1. Assessment of the one-year goals and objectives:
 - a. Describe the accomplishments in attaining the goals and objectives for the reporting period.
 - b. Provide a breakdown of the CPD formula grant funds spent on grant activities for each goal and objective.
 - c. If applicable, explain why progress was not made towards meeting the goals and objectives.
2. Describe the manner in which the recipient would change its program as a result of its experiences.
3. Affirmatively Furthering Fair Housing:
 - a. Provide a summary of impediments to fair housing choice.
 - b. Identify actions taken to overcome effects of impediments identified.
4. Describe Other Actions in Strategic Plan or Action Plan taken to address obstacles to meeting underserved needs.
5. Leveraging Resources
 - a. Identify progress in obtaining "other" public and private resources to address needs.

- b. How Federal resources from HUD leveraged other public and private resources.
- c. How matching requirements were satisfied.

CAPER General Questions response:

The 2011-2016 Consolidated Plan was developed to determine goals and plans to achieve them over a five year period. The goals were a result of citizen input to improve the quality of life for Clovis residents. The following depicts the Priority Goals that were established:

High Priority:

ADA Infrastructure Improvements
Senior Housing Development
First-Time Homebuyers Programs
Owner-Occupied Rehabilitation Programs
Domestic Violence Shelter Development
Code Enforcement/Area Based Policing
ADA Business Loan Program
Youth Employment Program

Medium Priority:

Street Improvements
Park Improvements
Utility Improvements (Water/Sewer)
Family/Youth/ Veterans Shelter Development
Youth Recreation and Services
Senior Recreation and Services
Housing for persons with Disabilities

Low-Priority:

Job Training Programs
Food Pantry Support

In order to meet the overall goals for the use of CDBG funds, the following projects were included in the 2015-16 Action Plan for funding or were carried over from the 2014-15 Action Plan:

Table 2: Clovis CDBG Goals and Funding Allocation FY 2015-2016 and Prior Year Projects					
Goals	Estimated Comp. Date	Allocation	Amount Expended	Amount Drawn	Current Status
Goal 1					
Housing Rehabilitation					
Home Repair Grants 2015-16	6/30/2016	122,470	142,108.23	142,108.23	Completed 74 homes served
Goal 2					
Area Based Policing					
Area Based Policing	6/30/2016	80,000	70,224.67	70,224.67	Complete
Goal 3					
Economic Development/Job Creation					
Micro-Enterprise	6/30/2017	85,000	-	-	Planning
Goal 4					
Capital Improvements					
ADA Improvements Various Locations 2014-15	12/31/2016	390,000	369,098.44	369,098.44	Underway
ADA Improvements Various Locations 2015-16	6/30/2017	190,000	0	0	Planning
Letterman Park Impr.	12/31/2016	85,000	49,163.40	49,163.40	In Design
Alamos/Santa Ana Alley Reconstruction	6/30/2017	140,000	0	0	Planning

The following details the current status of each goal and notes achievements, the amount of funds expended, and other funds leveraged.

Goal 1 Affordable Housing Development:

Rialto Rancho Subdivision

Tract map with least 10 lots for single-family homes was prepared and recorded for development of homes in conjunction with Habitat for Humanity. Through the use of redevelopment funds Clovis has completed all necessary improvements to the property. The property will be transferred to Habitat for Humanity in September 2016 and construction on the first home will begin in October 2016.

Sierra/168 Senior Affordable Housing

A tract map has been approved and recorded, and all entitlements have been secured for a 48-unit senior assisted-living facility. Purchased with redevelopment funds and valued at approximately \$500,000, Clovis is donating the 5-acre parcel to the nonprofit developer. In exchange, the developer will designate 50% of the units (24 units) as affordable for a term of 55 years.

In January of 2012 the City was approved to expend \$700,000 in HOME funds awarded by the State of California for a First-Time Homebuyer Down Payment Assistance Program. Eight loans were closed by June 30, 2016. In December of 2015, the City was approved to expend an additional \$1,000,000 in HOME funds for the same program. Clovis is currently awaiting the grant agreement from the State of California, and will begin assisting homebuyers immediately following its execution. It is anticipated that 11 low-income homeowners will be assisted with these funds.

The Total non-CDBG funds this goal has leveraged or will leverage is \$14,700,000. In total, \$0 of CDBG funds were expended during the program year for this goal.

Goal 2 Housing Rehabilitation:

The City provides grants of up to \$2,000 for health and safety repairs to low-income senior citizens who live in mobile homes in the City of Clovis. In addition, grants are provided to this same population for exterior painting of their mobile homes. This project served 74 households exceeding the 2015-16 Action Plan goal. The City has allocated enough funding for 67 more grants for the 2016-17 program year. It is anticipated that this level of funding will not meet the demand for the program in future years. The City expended \$142,108.23 on this activity.

The City also provides funds from CalHome program income (a State Grant) to complete moderate rehabilitations. One project was completed at a cost of \$32,000.

In total, \$174,108.23 has been expended on Housing Rehabilitation; \$142,108.23 was City of Clovis CDBG funds.

Goal 3 Area Based Policing/Code Enforcement Program:

Additional policing has been continued with a dedicated Community Service Officer. The officer has been focusing on improving neighborhood conditions in CDBG eligible census tracts. In the fifth year of employment for the officer over 700 citations were issued and significant improvement was made in struggling neighborhoods. The officer continues to develop relationships with apartment managers to improve conditions of dwelling units and reduce crime. The officer utilizes neighborhood watch programs in eligible neighborhoods and is actively works to improve neighborhood conditions.

Goal 4 Economic Development/Job Creation:

The City invests heavily in economic development activities using local resources to attract and retain businesses that provide high wage jobs for its citizens. The City completed a Research and Technology Park to attract high-wage jobs and it is being developed. The City is in the process of further developing another 30 acres of property adjacent to this project to be used for the same purpose. The addition of employers benefits the entire region. Recognizing this, the City is a strong supporter of the Regional Jobs Initiative and other activities to bolster the number of well-paying jobs in the region. It is impossible to identify the funds leveraged for this activity but the creation of well-paying jobs has a ripple effect throughout the entire community.

Goal 5 Capital Improvements:

The following projects were completed or in process during 2015-16:

- ADA Improvements: Various Locations (2013-14)

The remaining projects are all under construction or in the process of being designed. The City invests in many capital improvement projects throughout the City including low-income neighborhoods using a variety of funding resources. It has grown difficult to use CDBG funds for substantial projects due to the limited funding and competing needs. In order to mitigate this, strategic decisions are being made regarding future projects including phasing, completing design for an entire project (all phases) at the beginning, and ensuring financially feasible projects are selected.

The completed projects did not leverage other funds. The amount expended on capital projects during 2015-16 is \$369,098.44.

Affirmatively Furthering Fair Housing

HUD requires any jurisdiction receiving funds to commit to affirmatively further fair housing. In accordance with HUD's requirements, the City of Clovis completed the Analysis of Impediments to Fair Housing Choice in the fall of 2010. The City, with upcoming guidance from HUD, will complete with Affirmatively Furthering Fair Housing requirement. The City worked with Smart Valley Places on the most recent regional fair housing assessment. The Impediments identified include:

Affordable Housing

1. IMPEDIMENT: Lack of Sufficient Affordable Housing Supply

- 1.1 **Action:** Provide assistance to preserve existing affordable housing and to create new affordable housing.
- 1.2 **Action:** Offer regulatory relief and incentives in cooperation with the Clovis Community Development Agency for the development of affordable housing.
- 1.3 **Action:** Assure the availability of adequate sites for the development of affordable housing.
- 1.4 **Action:** Develop strategies to mitigate or preserve affordable multi-family units at risk of conversion to market rate units.

2015-16 Action Taken:

- Carried out housing rehabilitation programs and first-time homebuyer programs despite elimination of redevelopment funding
- Provided financial assistance for first-time homebuyer projects.
- Maintained and made available properties to construct affordable housing on to non-profit partners.

2. IMPEDIMENT: Insufficient Funding for Affordable Housing Programs

- 2.1 **Action:** Research and apply for alternative private and public funding opportunities that can provide additional support to the City's affordable housing programs.
- 2.2 **Action:** Review City's Affordable Housing Program Guidelines and current market conditions to ensure the most efficient use of available funds.

2015-16 Action Taken:

- Received \$1,000,000 in State of California CalHome funds for a Mobile Home Replacement Program.
- Received \$1,000,000 in State of California Small Cities HOME Program for a First-Time Homebuyer Program.
- Utilized the \$700,000 received through the State of California Small Cities HOME Program for a First-Time Homebuyer Program.

Mortgage Lending

3. IMPEDIMENT: Differential Origination Rates for households of low-income status including minorities.

- 3.1 **Action:** The City will monitor periodically Home Mortgage Disclosure Act (HMDA) data and report significant trends in mortgage lending by race, ethnicity, and household income.
- 3.2 **Action:** The City will support activities of local organizations to improve homebuyer loan readiness through pre-purchase counseling, credit counseling, and home-buyer education programs.

- 3.3 Action:** The City will continue to implement its Economic Development Strategy to increase the income levels for all households in Clovis.
- 3.4 Action:** The City will continue to offer and support home purchase programs for low-income households.
- 3.5 Action:** When selecting lending institutions for contracts as part of an affordable housing project or program, the City may prefer lending institutions with a Community Reinvestment Act (CRA) rating of "Outstanding". The City may exclude those with the rating of "Needs to Improve," or "Substantial Noncompliance" according to the most recent examination period published by the Federal Financial Institutions Examination Council (FFIEC).

2015-16 Action Taken:

- Pulled and monitored HMDA data. It does not appear any new trends have appeared. Households continue to be denied due to lack of income and/or credit worthiness.
- Refer hopeful buyers to the Community Housing Council and require all buyers to undergo HUD approved first-time homebuyer training.
- Member of the San Joaquin Valley Housing Collaborative Executive Board that works with banks on a regional basis to improve access to credit for low-income home-buyers.
- Continue several fee reduction programs to spur economic development in the City.
- Conducted business and tourism attraction activities to spur economic growth.
- Providing first-time homebuyer programs utilizing HOME Investment Partnership Program funds, and the remaining redevelopment funds.

Fair Housing Education and Enforcement

4. IMPEDIMENT: Lack of knowledge of fair housing rights

- 4.1 Action:** Support efforts to educate persons, including occupants, owners, and agents of both rental and purchase units regarding their fair housing rights and responsibilities.
- 4.2 Action:** Support local advocate agencies and community stakeholders in efforts to disseminate fair housing information to the community at large.

2015-16 Action Taken:

- Refer all individuals with potential fair housing issues to the Central Valley Fair Housing Council.
- Reviewed all programs for compliance with fair housing law.

5. IMPEDIMENT: Lack of information on the nature and basis of housing discrimination

- 5.1 Action:** Monitor the incidence of housing discrimination complaints and report trends in the Consolidated Annual Performance and Evaluation Report (CAPER).
- 5.2 Action:** If deemed necessary, create an action item in the City's Annual Action Plan that addresses the trend of discrimination complaints as identified in the CAPER

2015-16 Action Taken:

- In the 2015-16 year one formal complaint was received, and is being investigated by HUD. The accompanying Civil suit was dismissed in the City of Clovis' favor.

Governmental Barriers

6. IMPEDIMENT: Lack of sufficient public transportation for low-income and special needs populations

- 6.1 Action:** The City will continue to study the public transportation system and recommend improvements as funds allow to better serve all populations, including low-income and special needs households.

2015-16 Action Taken:

- Additional funding has been provided and adjustments to the system have been made to best serve Clovis residents in the highest need areas. The City is also beginning the planning for use of grant funds to construct a transit hub to better serve the community.

7. IMPEDIMENT: Shortage of rental subsidy vouchers

- 7.1 Action:** The City will continue to partner with the Fresno County Housing Authority on both affordable housing projects and obtaining additional funds to support the Housing Choice Voucher Program that is currently oversubscribed.

2015-16 Action Taken:

- The City of Clovis continues to partner with the Fresno County Housing Authority on both affordable housing projects and obtaining additional funds to support the Housing Choice Voucher Program that is currently oversubscribed.

Managing the Process

1. Describe actions taken during the last year to ensure compliance with program and comprehensive planning requirements.

CAPER Managing the Process response:

The City of Clovis in its tenth year as an entitlement City in the CDBG program has taken steps to ensure compliance with the program and comprehensive planning requirements. The Housing Program Coordinator, who is responsible for the overall management of the program and ensuring procedures are in place to meet all requirements, continued to streamline and monitor all programs. A Community Development Block Grant Procedures Manual was refined and distributed to all persons that are involved in the CDBG program. This manual clearly details all activities required to run a successful program and indicates the responsible staff for each item. This plan and the Citizen Participation Plan govern the comprehensive planning process which was completed in May of 2007 and is being used in the drafting of this report. Additionally, HUD staff monitored the CDBG program in May of 2008, summer of 2011, spring of 2012, spring of 2014, and summer of 2016 to find the program being operated in an efficient manner.

Citizen Participation

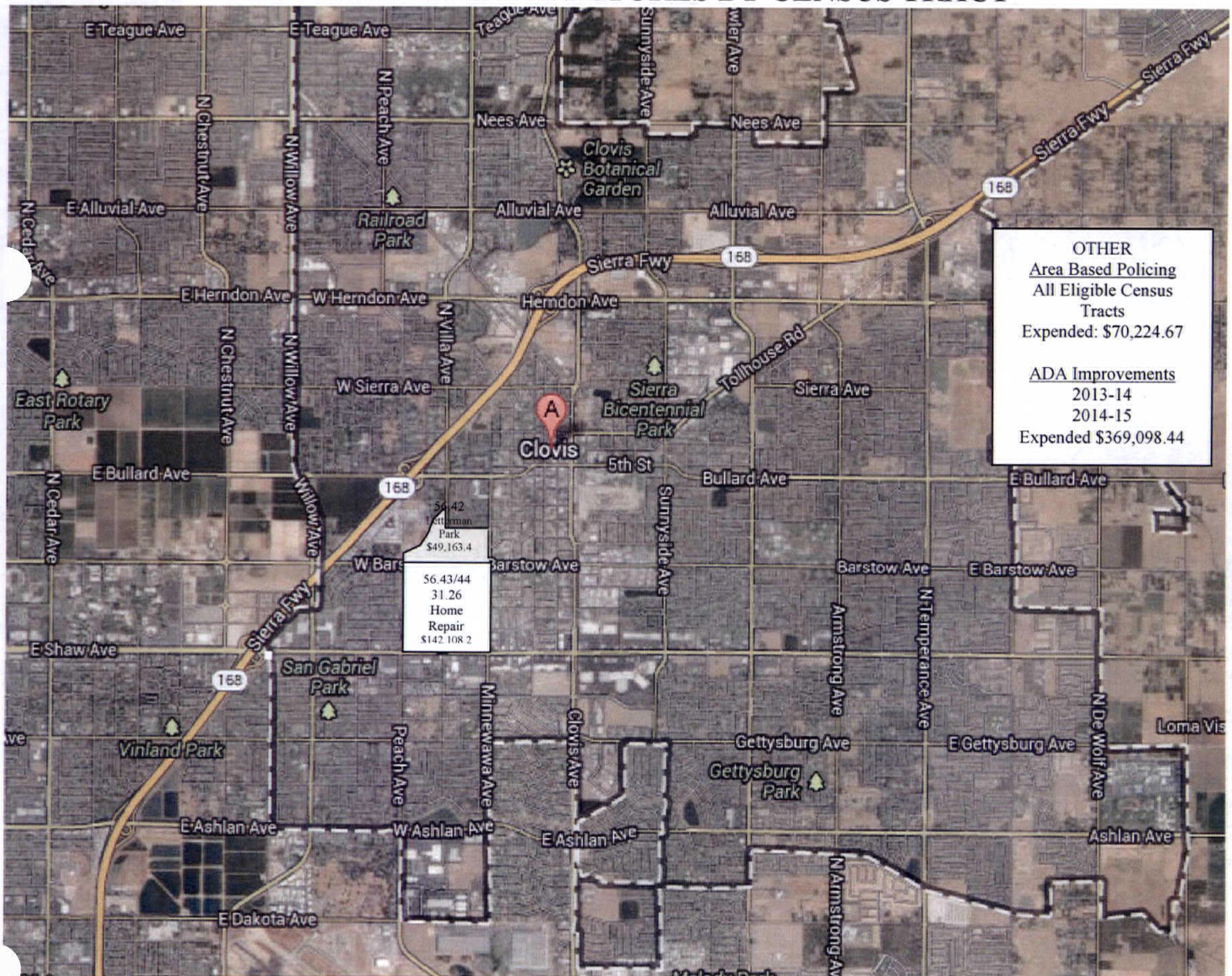
1. Provide a summary of citizen comments.
2. In addition, the performance report provided to citizens must identify the Federal funds made available for furthering the objectives of the Consolidated Plan. For each formula grant program, the grantee shall identify the total amount of funds available (including estimated program income), the total amount of funds

committed during the reporting period, the total amount expended during the reporting period, and the geographic distribution and location of expenditures. Jurisdictions are encouraged to include maps in describing the geographic distribution and location of investment (including areas of minority concentration). The geographic distribution and expenditure requirement may also be satisfied by specifying the census tracts where expenditures were concentrated.

CAPER Citizen Participation response:

At the Public Hearing for the City Council to approve this document an opportunity was made for the public to make comments on the document itself, the progress made, and the Community Development Block Grant as a whole. No public comments were received. In addition, no written or verbal comments were received during the preceding 30-day comment period. **THIS WILL CHANGE IF COMMENTS ARE RECEIVED.**

CLOVIS 2015-16 EXPENDITURES BY CENSUS TRACT



The table below indicates the concentration of minorities in the Census Tract and Block groups assisted in relation to the overall percentage of minorities who reside in the City of Clovis.

Table 3: Minority Concentration in Block Groups Receiving CDBG Funds		
Tract	Block Group	% of Minorities
56	21	42
56	23	40
56	24	39
56	43	38
56	44	20
57	11	93
31	26	40
Total		45
City of Clovis Total		43

Institutional Structure

1. Describe actions taken during the last year to overcome gaps in institutional structures and enhance coordination.

CAPER Institutional Structure response:

The City strives to fill gaps in services for all of its citizens. This was the lack of funding to implement many of the needs identified in the 2011-2016 Consolidated Plan. The City has continued its efforts to bring in additional funds for housing and community development projects. Several grants have been applied for recently. Depending on the results of these grant requests, the gap in the institutional structure may close a small amount as the demand far outpaces the available funds. The City will continue to seek additional funding to fulfill the goals in the Consolidated Plan and to leverage CDBG funding as much as possible. This has been severely impacted by the elimination of local redevelopment funds. Staff is making every effort to continue services and opportunities to the neediest residents of Clovis with both existing and resources yet-to-be found.

Additionally, the City is working to enhance coordination with other agencies in the region. The City has become a very active member of the Fresno - Madera Continuum of Care and continues to work with: the City of Fresno, County of Fresno, the Fresno County Housing Authority, and local non-profit groups through bodies such as the Community Housing Council and the San Joaquin Valley Housing Collaborative.

Monitoring

1. Describe how and the frequency with which you monitored your activities.
2. Describe the results of your monitoring including any improvements.
3. Self-Evaluation
 - a. Describe the effect programs have in solving neighborhood and community problems.
 - b. Describe progress in meeting priority needs and specific objectives and help make community's vision of the future a reality.

- c. Describe how you provided decent housing and a suitable living environment and expanded economic opportunity principally for low and moderate-income persons.
- d. Indicate any activities falling behind schedule.
- e. Describe how activities and strategies made an impact on identified needs.
- f. Identify indicators that would best describe the results.
- g. Identify barriers that had a negative impact on fulfilling the strategies and overall vision.
- h. Identify whether major goals are on target and discuss reasons for those that are not on target.
- i. Identify any adjustments or improvements to strategies and activities that might meet your needs more effectively.

CAPER Monitoring response:

All CDBG funded activities are monitored on a monthly basis. Information required to provide appropriate monitoring is requested by the Housing Program Coordinator. For most projects this requires financial reports and project status updates. These are transmitted to all staff involved in the project to ensure success and the achievement of the desired goals. Additionally, every January, a monitoring letter is sent to any household that received a housing loan funded by CDBG to verify occupancy. All financial monitoring is conducted two times by separate departments to ensure accuracy of the records before a draw is permitted.

In order to ensure all procedures are followed, the Community Development Block Grant Procedures manual has been developed with included checklists that ensure all necessary steps are taken to complete the projects in accordance with HUD requirements. This has been reflected in the favorable single audits the City has received

The result of this monitoring system is clear communication among staff on the status of projects and the funding available. It has allowed for prompt reporting of project status to management and the City Council. This ensures that projects meet their goals and use the funds available as efficiently as possible. The long-term monitoring has been very successful in verifying occupancy of older CDBG loan rehabilitation projects funded with the Fresno County CDBG Urban Program.

All of the programs and projects the City of Clovis conducts are for the purpose of improving the quality of life for Clovis residents. The 2015-16 programs and projects funded by CDBG in the City of Clovis have helped to solve the following neighborhood problems:

Home Repair Grants:

Provided grants for 74 households to make health and safety repairs on their mobile homes. Clovis has several mobile home parks that have substandard units. Many extremely low-income seniors live in these units and often deal with unsafe, unsanitary, and deteriorating homes. This program provides a grant to these persons to make repairs that will ensure that the units are safe and sanitary. Example projects include replacing broken heating and cooling systems, replacing hot water heaters, rebuilding deteriorated steps, constructing ADA ramps, fixing leaking roofs, repairing stoves, and replacing deteriorated windows. This program has helped to keep the mobile home parks from sliding further into deterioration.

This has resulted in a higher quality of life for low-income senior citizens that would not be able to afford these much needed repairs otherwise.

Capital Improvement Projects:

The following projects were completed in 2015-16:

- ADA Improvements: Various Locations (2013-14)

The remaining projects are all under construction or in the process of being designed. The City invests in many capital improvement projects throughout the City including low-income neighborhoods using a variety of funding resources. It has grown difficult to use CDBG funds for substantial projects due to the limited funding and competing needs. In order to mitigate this, strategic decisions are being made regarding future projects including phasing, completing design for an entire project (all phases) at the beginning, and ensuring financially feasible projects are selected. The completed projects did not leverage other funds. The amount expended on capital projects during 2015-16 is \$369,098.44

Conclusion:

In the fifth year of the City of Clovis' CDBG program planning period, progress has been made towards meeting the overall goals established by the community in the Consolidated Plan. The following chart was created to show the City's priorities for use of CDBG funds. The City has made progress on all of the high priority goals and medium priority goals, and future projects are being planned to address the low-priority goals.

High Priority:

ADA Infrastructure Improvements
Senior Housing Development
First-Time Homebuyers Programs
Owner-Occupied Rehabilitation Programs
Domestic Violence Shelter Development
Code Enforcement/Area Based Policing
ADA Business Loan Program
Youth Employment Program

Medium Priority:

Street Improvements
Park Improvements
Utility Improvements (Water/Sewer)
Family/Youth/ Veterans Shelter Development
Youth Recreation and Services
Senior Recreation and Services
Housing for persons with Disabilities

Low-Priority:

Job Training Programs
Food Pantry Support

Significant progress has been made on the City's goals through programs and projects that were the result of strategies developed through the Consolidated Planning Process. The City has substantially met its five year objectives and has helped the community's vision and goals become a reality.

Table 4 also describes measurable indicators for each program or project. This allows the City to determine if activities are the best use of funds to reach the community's goals. These are also reported to HUD as an accountability system for both City residents and HUD.

Table 4: Progress Toward Annual and 5 Year Goals							
Project/Goal	Objective	Outcome	Indicators	2015-16 Goal	2015-16 Comp.	5 Year Goal	5 Year Progress
Housing							
Housing Rehabilitation Grants	Decent Housing	Improved Avail.	# of grants completed	60	74	170	168
TOTAL - Housing				60	74	170	168
Public Facilities							
ADA Improvements – Various Locations	Suitable Living	Improved accessibility	# of projects completed	1	0	5	3
Letterman Park Impr.	Suitable Living	Improved Avail.	# of projects completed	1	1	1	2
TOTAL – Public Facilities Improvements				3	3	7	8
Economic Development							
Micro Enterprise	Improved accessibility	Improved accessibility	# Persons Assisted	15	0	15	0
Social Services							
Area Based Policing	Suitable Living	Improved accessibility	Hours on patrol	1	1	5	5

All projects have been completed or are on schedule. Barriers to achieving the goals identified for the 2015-16 program year did not occur other than funding not being available to implement all of the projects the City would like to complete. A major hurdle to these goals is the elimination of local redevelopment funding. This impacts the ability of the City to deliver new housing construction projects and will require flexibility among partners going forward to achieve the initial goals committed to.

Lead-based Paint

1. Describe actions taken during the last year to evaluate and reduce lead-based paint hazards.

CAPER Lead-based Paint response:

In addressing Lead Based Paint, the City of Clovis, through its building permit process, requires all rehabilitations, no matter the funding source, to practice lead based paint safe work practices when working on homes built prior to 1978. The reduction of lead based paint in homes is crucial to ensuring the health of all children in the community. The Fresno Bee reported 2.6 percent of children in Fresno County had elevated levels of lead; this is alarming when compared to the state-wide rate of 1 percent. This percentage equates to 425 children being poisoned by lead in Fresno County. In order to ensure the residents of Clovis are protected, the City will

continue to require rehabilitations to practice lead-safe work practices and develop further requirements as appropriate.

HOUSING

Housing Needs

*Please also refer to the Housing Needs Table in the Needs.xls workbook.

1. Describe Actions taken during the last year to foster and maintain affordable housing.

CAPER Housing Needs response:

The City has set three goals that foster and maintain affordable housing: Affordable Housing Development, Housing Rehabilitation, and Senior Housing Services. All of the following activities have the overall goal of fostering and maintaining affordable housing in the City of Clovis.

Table 5: Actions Taken to Foster and Maintain Affordable Housing	
Permits Pulled (Number of Homes to be Built) (Rialto Rancho)	0
Units Constructed/Occupied	0
Homes Rehabilitated (Minor)	74
Homes Rehabilitated (Moderate)	1
Total Units Created/Improved/Maintained in the 2013-14 Program Year	75

*Not included in total because the units have not been completed

Goal 1 Affordable Housing Development:

Rialto Rancho Subdivision

Tract map with least 10 lots for single-family homes was prepared and recorded for development of homes in conjunction with Habitat for Humanity. Through the use of redevelopment funds Clovis has completed all necessary improvements to the property. The property will be transferred to Habitat for Humanity in September 2016 and construction on the first home will begin in October 2016.

Sierra/168 Senior Affordable Housing

A tract map has been approved and recorded, and all entitlements have been secured for a 48-unit senior assisted-living facility. Purchased with redevelopment funds and valued at approximately \$500,000, Clovis is donating the 5-acre parcel to the nonprofit developer. In exchange, the developer will designate 50% of the units (24 units) as affordable for a term of 55 years.

In January of 2012 the City was approved to expend \$700,000 in HOME funds awarded by the State of California for a First-Time Homebuyer Down Payment Assistance Program. Eight loans were closed by June 30, 2016. In December of 2015, the City was approved to expend an additional \$1,000,000 in HOME funds for the same program. Clovis is currently awaiting the grant agreement from the State of California, and will begin assisting homebuyers immediately following its execution. It is anticipated that 11 low-income homeowners will be assisted with these funds.

The Total non-CDBG funds this goal has leveraged or will leverage is \$14,700,000. In total, \$0 of CDBG funds were expended during the program year for this goal.

Goal 2 Housing Rehabilitation:

The City provides grants of up to \$2,000 for health and safety repairs to low-income senior citizens who live in mobile homes in the City of Clovis. In addition, grants are provided to this same population for exterior painting of their mobile homes. This project served 74 households exceeding the 2015-16 Action Plan goal. The City has allocated enough funding for 67 more grants for the 2016-17 program year. It is anticipated that this level of funding will not meet the demand for the program in future years. The City expended \$142,108.23 on this activity.

The City also provides funds from CalHome program income (a State Grant) to complete moderate rehabilitations. One project was completed at a cost of \$32,000.

In total, \$174,108.23 has been expended on Housing Rehabilitation; \$142,108.23 was City of Clovis CDBG funds.

Specific Housing Objectives

1. Evaluate progress in meeting specific objective of providing affordable housing, including the number of extremely low-income, low-income, and moderate-income renter and owner households comparing actual accomplishments with proposed goals during the reporting period.
2. Evaluate progress in providing affordable housing that meets the Section 215 definition of affordable housing for rental and owner households comparing actual accomplishments with proposed goals during the reporting period.
3. Describe efforts to address "worst-case" housing needs and housing needs of persons with disabilities.

CAPER Specific Housing Objectives response:

Although the City of Clovis made significant progress towards meeting its specific housing goals detailed in Table 6, not all income groups were served as hoped. The City made an effort through increased marketing and outreach to ensure extremely low-income families had access to housing programs. Brochures were updated, direct mail was targeted to specific neighborhoods and a partnership with the Clovis Senior Center was strengthened. These efforts will continue to ensure all households in Clovis have access to housing programs. The City did not serve as many renter households as anticipated. Additional renter households will be served as some of the affordable housing development projects are completed in future program years.

Table 6: Affordable Housing Goals & Accomplishments 2015-16						
Household Income Level	Owner		Renter		Total	
	Goal	Actual	Goal	Actual	Goal	Actual
Extremely Low	0	19	0	0	0	19
Very Low	0	49	0	0	0	49
Moderate	60	6	0	0	60	6
Total	74	74	0	0	60	74

The City has taken a proactive approach to address the "worst-case" housing needs of its citizens, including the disabled. The City has become a very active member in the Fresno Madera Continuum of Care. As part of this effort the City participated in the regional homeless survey in order to better assess the community's needs.

The City provides loans and grants to help assist low income disabled persons retrofit their home to meet their specific needs. Additionally the City has been working with non-profit groups to provide additional rental housing for disabled persons in the City that will provide the needed housing and support services for this population.

Public Housing Strategy

1. Describe actions taken during the last year to improve public housing and resident initiatives.

CAPER Public Housing Strategy response:

There is no public housing in the City of Clovis. The City works with the Fresno City and County Housing Authority to ensure adequate public housing is available.

Barriers to Affordable Housing

1. Describe actions taken during the last year to eliminate barriers to affordable housing.

CAPER Barriers to Affordable Housing response:

Table 7: Action Steps to Remove Barriers to Affordable Housing					
Provision of Adequate Housing Sites					
Housing Program	Program Intent	Plan Objective	Funding Source	Stated Time Frame	Current Status
Affordable Housing Development	Acquire sites (or funds) for affordable senior housing	Develop a program for acquisition of sites for affordable/senior housing to be developed in conjunction with nonprofits or private developers.	CDBG funds; tax increment set-aside; in-lieu fees; General Fund	Ongoing	Subdivided Land 10 Lots completed and ready for construction 5-acre parcel will be donated for construction of 48 senior assisted living units (24 affordable)
Assist in the Development of Affordable Housing					
Nongovernmental Constraints	Promote homeownership opportunities and development of affordable housing	Research alternative methods of financing. Utilize available sources for write down of infrastructure or land costs	CDBG Tax Increment Financing, Cap and Trade	Ongoing	Working to develop Affordable Housing with local nonprofit affordable housing developers.
Conserve and Improve Existing Affordable Housing					
Preservation Program	Conserve affordable housing in the City	Encourage Section 8 property owners to renew contracts. Identify nonprofit to manage properties.	Tax increment Financing CDBG	Ongoing	Contacted and worked with several property owners to maintain affordability.
Residential Rehabilitation Assistance	Preserve existing housing stock	Continue residential rehab and summer youth program	CDBG Call home	Ongoing	74 units rehabilitated in Program Year 2015-16

HOME/ American Dream Down Payment Initiative (ADDI)

1. Assessment of Relationship of HOME Funds to Goals and Objectives
 - a. Evaluate progress made toward meeting goals for providing affordable housing using HOME funds, including the number and types of households served.
2. HOME Match Report
 - a. Use HOME Match Report HUD-40107-A to report on match contributions for the period covered by the Consolidated Plan program year.
3. HOME MBE and WBE Report
 - a. Use Part III of HUD Form 40107 to report contracts and subcontracts with Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs).
4. Assessments
 - a. Detail results of on-site inspections of rental housing.
 - b. Describe the HOME jurisdiction's affirmative marketing actions.
 - c. Describe outreach to minority and women owned businesses.

CAPER HOME/ADDI response:

The City of Clovis does not receive federal HOME or ADDI funds.

HOMELESS

Homeless Needs

*Please also refer to the Homeless Needs Table in the Needs.xls workbook.

1. Identify actions taken to address needs of homeless persons.
2. Identify actions to help homeless persons make the transition to permanent housing and independent living.
3. Identify new Federal resources obtained from Homeless SuperNOFA.

CAPER Homeless Needs response:

The City of Clovis does not anticipate receiving any specific funds to assist the homeless population. The City of Clovis is an active member of the Fresno-Madera Continuum of Care (FMCOC) that seeks federal funding for the region. This collaborative group addresses homeless issues including chronic homelessness, homelessness prevention, and discharge coordination policies on a region-wide basis that includes the City of Clovis. Through active membership the City of Clovis supports the FMCOC 10-year plan to end chronic homelessness. The FMCOC identifies three specific goals: 1) to create and sustain at least 150,000 supportive housing units; 2) to end the routine discharge of people into homelessness from hospitals, jails, and treatment facilities; and 3) to secure far greater investments in supportive and affordable housing from mainstream systems. To support these

goals, the City of Clovis leases property to, the Marjaree Mason Center, and continues to pursue funding to increase the supply of affordable housing in the City of Clovis and the region as a whole through various regional groups.

Specific Homeless Prevention Elements

1. Identify actions taken to prevent homelessness.

CAPER Specific Housing Prevention Elements response:

The City is a member of the ranking committee for the HUD NOFA for the Fresno-Madera Continuum of Care. The City of Clovis now enjoys establishment of the Marjaree Mason Center in Clovis. The City is also pursuing funding to increase the supply of affordable housing in the City of Clovis and the region as a whole through various regional groups.

Emergency Shelter Grants (ESG)

1. Identify actions to address emergency shelter and transitional housing needs of homeless individuals and families (including significant subpopulations such as those living on the streets).
2. Assessment of Relationship of ESG Funds to Goals and Objectives
 - a. Evaluate progress made in using ESG funds to address homeless and homeless prevention needs, goals, and specific objectives established in the Consolidated Plan.
 - b. Detail how ESG projects are related to implementation of comprehensive homeless planning strategy, including the number and types of individuals and persons in households served with ESG funds.
3. Matching Resources
 - a. Provide specific sources and amounts of new funding used to meet match as required by 42 USC 11375(a)(1), including cash resources, grants, and staff salaries, as well as in-kind contributions such as the value of a building or lease, donated materials, or volunteer time.
4. State Method of Distribution
 - a. States must describe their method of distribution and how it rated and selected its local government agencies and private nonprofit organizations acting as subrecipients.
5. Activity and Beneficiary Data
 - a. Completion of attached Emergency Shelter Grant Program Performance Chart or other reports showing ESGP expenditures by type of activity. Also describe any problems in collecting, reporting, and evaluating the reliability of this information.
 - b. Homeless Discharge Coordination
 - i. As part of the government developing and implementing a homeless discharge coordination policy, ESG homeless prevention funds may be used to assist very-low income individuals and families at risk of becoming homeless after being released from publicly funded institutions such as health care facilities, foster care or other youth facilities, or corrections institutions or programs.

- c. Explain how your government is instituting a homeless discharge coordination policy, and how ESG homeless prevention funds are being used in this effort.

CAPER ESG response:

The City of Clovis does not receive ESG funds.

COMMUNITY DEVELOPMENT

Community Development

*Please also refer to the Community Development Table in the Needs.xls workbook.

1. Assessment of Relationship of CDBG Funds to Goals and Objectives
 - a. Assess use of CDBG funds in relation to the priorities, needs, goals, and specific objectives in the Consolidated Plan, particularly the highest priority activities.
 - b. Evaluate progress made toward meeting goals for providing affordable housing using CDBG funds, including the number and types of households served.
 - c. Indicate the extent to which CDBG funds were used for activities that benefited extremely low-income, low-income, and moderate-income persons.
2. Changes in Program Objectives
 - a. Identify the nature of and the reasons for any changes in program objectives and how the jurisdiction would change its program as a result of its experiences.
3. Assessment of Efforts in Carrying Out Planned Actions
 - a. Indicate how grantee pursued all resources indicated in the Consolidated Plan.
 - b. Indicate how grantee provided certifications of consistency in a fair and impartial manner.
 - c. Indicate how grantee did not hinder Consolidated Plan implementation by action or willful inaction.
4. For Funds Not Used for National Objectives
 - a. Indicate how use of CDBG funds did not meet national objectives.
 - b. Indicate how did not comply with overall benefit certification.
5. Anti-displacement and Relocation – for activities that involve acquisition, rehabilitation or demolition of occupied real property
 - a. Describe steps actually taken to minimize the amount of displacement resulting from the CDBG-assisted activities.
 - b. Describe steps taken to identify households, businesses, farms or nonprofit organizations who occupied properties subject to the Uniform Relocation Act or Section 104(d) of the Housing and Community Development Act of 1974, as amended, and whether or not they were displaced, and the nature of their needs and preferences.
 - c. Describe steps taken to ensure the timely issuance of information notices to displaced households, businesses, farms, or nonprofit organizations.
6. Low/Mod Job Activities – for economic development activities undertaken where jobs were made available but not taken by low- or moderate-income persons

- a. Describe actions taken by grantee and businesses to ensure first consideration was or will be given to low/mod persons.
 - b. List by job title of all the permanent jobs created/retained and those that were made available to low/mod persons.
 - c. If any of jobs claimed as being available to low/mod persons require special skill, work experience, or education, provide a description of steps being taken or that will be taken to provide such skills, experience, or education.
7. Low/Mod Limited Clientele Activities – for activities not falling within one of the categories of presumed limited clientele low and moderate income benefit
 - a. Describe how the nature, location, or other information demonstrates the activities benefit a limited clientele at least 51% of whom are low- and moderate-income.
8. Program income received
 - a. Detail the amount of program income reported that was returned to each individual revolving fund, e.g., housing rehabilitation, economic development, or other type of revolving fund.
 - b. Detail the amount repaid on each float-funded activity.
 - c. Detail all other loan repayments broken down by the categories of housing rehabilitation, economic development, or other.
 - d. Detail the amount of income received from the sale of property by parcel.
9. Prior period adjustments – where reimbursement was made this reporting period for expenditures (made in previous reporting periods) that have been disallowed, provide the following information:
 - a. The activity name and number as shown in IDIS;
 - b. The program year(s) in which the expenditure(s) for the disallowed activity(ies) was reported;
 - c. The amount returned to line-of-credit or program account; and
 - d. Total amount to be reimbursed and the time period over which the reimbursement is to be made, if the reimbursement is made with multi-year payments.
10. Loans and other receivables
 - a. List the principal balance for each float-funded activity outstanding as of the end of the reporting period and the date(s) by which the funds are expected to be received.
 - b. List the total number of other loans outstanding and the principal balance owed as of the end of the reporting period.
 - c. List separately the total number of outstanding loans that are deferred or forgivable, the principal balance owed as of the end of the reporting period, and the terms of the deferral or forgiveness.
 - d. Detail the total number and amount of loans made with CDBG funds that have gone into default and for which the balance was forgiven or written off during the reporting period.
 - e. Provide a List of the parcels of property owned by the grantee or its subrecipients that have been acquired or improved using CDBG funds and that are available for sale as of the end of the reporting period.
11. Lump sum agreements
 - a. Provide the name of the financial institution.
 - b. Provide the date the funds were deposited.

- c. Provide the date the use of funds commenced.
 - d. Provide the percentage of funds disbursed within 180 days of deposit in the institution.
12. Housing Rehabilitation – for each type of rehabilitation program for which projects/units were reported as completed during the program year
 - a. Identify the type of program and number of projects/units completed for each program.
 - b. Provide the total CDBG funds involved in the program.
 - c. Detail other public and private funds involved in the project.
 13. Neighborhood Revitalization Strategies – for grantees that have HUD-approved neighborhood revitalization strategies
 - a. Describe progress against benchmarks for the program year. For grantees with Federally-designated EZs or ECs that received HUD approval for a neighborhood revitalization strategy, reports that are required as part of the EZ/EC process shall suffice for purposes of reporting progress.

CAPER Community Development response:

Table 8 assesses the use of CDBG funds in the 2015-2016 program year in relation to the priorities set in the Consolidated Plan.

Table 8: Clovis CDBG Priorities and Progress 2015-16					
Goals	Estimated Comp. Date	Allocation	Amount Expended	Amount Drawn	Current Status
Goal 1					
Housing Rehabilitation					
Home Repair Grants 2015-16	6/30/2016	122,470	142,108.23	142,108.23	Completed 74 homes served
Goal 2					
Area Based Policing					
Area Based Policing	6/30/2016	80,000	70,224.67	70,224.67	Complete
Goal 3					
Economic Development/Job Creation					
Micro-Enterprise	6/30/2017	85,000	-	-	Planning
Goal 4					
Capital Improvements					
ADA Improvements Various Locations 2014-15	12/31/2016	390,000	369,098.44	369,098.44	Underway
ADA Improvements Various Locations 2015-16	6/30/2017	190,000	0	0	Planning
Letterman Park Impr.	12/30/2016	85,000	49,163.40	49,163.40	In Design
Alamos/Santa Ana Alley Reconstruction	6/30/2017	125,000	125,000	125,000	Complete

Substantial progress has been made towards achieving the goals set by the City. All of the projects selected addressed a high priority goal except for the Capital Improvement projects. These projects are a high priority in the medium priority Capital Improvements goals. The City anticipates the completion of the all of the Capital Improvement Projects by June 30, 2017. The City will continue to use the Consolidated Plan as a guide when selecting projects to ensure the long range goals the community expressed are met.

As indicated in Table 9, the City served 74 households through its Affordable Housing Programs. This exceeded the goal of 60 set in the Consolidated Plan.

As indicated in Table 9, all activities and projects serve, or will serve, extremely low-income, low-income, and moderate-income persons or areas in the City of Clovis.

Table 9: Affordable Housing Goals & Accomplishments 2015-16 by Household Type										
Household Income Level	Elderly		Small Related		Large Related		All Other Households		Total	
	Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual
Extremely Low	0	19	0	0	-	-	-	-	0	19
Very Low	0	49	0	0	-	-	-	-	0	49
Moderate	60	6	0	0	-	-	-	-	60	6
Total	60	74	0	0	-	-	-	-	60	74

No program objectives changed during the 2015-16 Program Year. The City aggressively pursued additional funding sources to meet the needs of City of Clovis residents.

The City of Clovis strongly encourages other agencies to apply for HUD funds to assist Clovis residents. The City did not receive a request for a certification of consistency to the Consolidated Plan.

The City of Clovis did not hinder the implementation of the Consolidated Plan, inversely the City has used the Consolidated Plan to detail its goals for a five-year period to better serve the low-income population and provide opportunities that did not exist. The City has sought multiple sources of funds to assist in meeting the goals because the CDBG funds allotted do not meet the current needs nor is it enough to meet the goals the City has established. This has become a larger challenge with the elimination of local redevelopment funds. The Consolidated Plan has become a tool for both the community to determine what is needed and to hold the City accountable to the citizens.

Table 10 is a summary of all rehabilitation activities conducted by the City of Clovis during the program year. The City strives to maintain the existing affordable housing stock and uses a variety of funding sources to do so.

Table 10: Summary of Rehabilitation Activities 2015-16					
Program	Units	Funding			Total
		Federal	Local	State of California	
		CDBG		CalHome Program	
Housing Rehabilitation Grants	74	\$142,108.23	-	-	142,108.23
Rehabilitation Loan	1	-	-	\$32,000	\$32,000
Total	75	\$142,108.23	-	\$32,000	\$174,108.23

HUD Statements:

National Objectives and Displacement of Residents Statement:

All funds used met a national objective as required by HUD and the City did not engage in any activities that caused displacement of residents.

Economic Development Activities Statement:

The City did not engage in any new economic development activities that were required to create jobs in this program year.

Funds Serving Low- to Moderate Income Persons Statement:

All projects served low to moderate income families or block groups in the City of Clovis. Either census data was used to determine area-wide eligibility (Capital Improvement Projects and Area Based Policing Project) or applicant's income was obtained to verify eligibility (Housing Rehabilitation).

Program Income Statement:

During the program year, \$8,392.47 in program income was received and expended.

Prior Year Adjustments Statement:

No prior year adjustments are necessary.

Program Loans Statement:

The City did not loan out any CDBG funds in the 2015-16 program year. However, the City does have a portfolio of Housing Rehabilitation Loans. These loans were made with the Fresno County CDBG Urban Program a number of years ago. All funds are deferred with zero interest. A total of eight loans are outstanding, with a value of \$50,257. None of these loans defaulted in the 2015-16 program year.

Float-Funded Activities Statement:

The City does not have any float-funded activities

Neighborhood Revitalization Strategies Statement:

The City does not have any HUD approved Neighborhood Revitalization Strategies.

Antipoverty Strategy

1. Describe actions taken during the last year to reduce the number of persons living below the poverty level.

CAPER Antipoverty Strategy response:

The City has taken a number of steps to reduce the number of persons living below the poverty level.

- 1) Collaborated with the Regional Jobs Initiative in undertaking economic development activities.
- 2) Became an active member of the Fresno-Madera Continuum of Care.
- 3) Produced and maintained affordable housing in the City of Clovis.
- 4) Collaborated with the local HUD office and other regional groups to bring more resources into the region to improve the quality of life.

NON-HOMELESS SPECIAL NEEDS

Non-homeless Special Needs

*Please also refer to the Non-homeless Special Needs Table in the Needs.xls workbook.

1. Identify actions taken to address special needs of persons that are not homeless but require supportive housing, (including persons with HIV/AIDS and their families).

Non-homeless Special Needs Response:

The City has engaged in several activities to support special needs populations. These are:

- 1) Provided funding to low-income senior citizens for housing rehabilitation programs.
- 2) The City has worked with a non-profit group interested in making available additional units for the physically disabled. Funding sources are being sought and project feasibility is now being assessed.
- 3) The City is planning to construct 10 affordable units in the next 4 years.

Specific HOPWA Objectives

*Please also refer to the HOPWA Table in the Needs.xls workbook.

1. Overall Assessment of Relationship of HOPWA Funds to Goals and Objectives
Grantees should demonstrate through the CAPER and related IDIS reports the progress they are making at accomplishing identified goals and objectives with HOPWA funding. Grantees should demonstrate:
 - a. That progress is being made toward meeting the HOPWA goal for providing affordable housing using HOPWA funds and other resources for persons with HIV/AIDS and their families through a comprehensive community plan;
 - b. That community-wide HIV/AIDS housing strategies are meeting HUD's national goal of increasing the availability of decent, safe, and affordable housing for low-income persons living with HIV/AIDS;
 - c. That community partnerships between State and local governments and community-based non-profits are creating models and innovative strategies to serve the housing and related supportive service needs of persons living with HIV/AIDS and their families;
 - d. That through community-wide strategies Federal, State, local, and other resources are matched with HOPWA funding to create comprehensive housing strategies;
 - e. That community strategies produce and support actual units of housing for persons living with HIV/AIDS; and finally,
 - f. The community strategies identify and supply related supportive services in conjunction with housing to ensure the needs of persons living with HIV/AIDS and their families are met.
2. This should be accomplished by providing an executive summary (1-5 pages) that includes:
 - a. Grantee Narrative
 - i. Grantee and Community Overview

- (1) A brief description of your organization, the area of service, the name of each project sponsor and a broad overview of the range/type of housing activities and related services
 - (2) How grant management oversight of project sponsor activities is conducted and how project sponsors are selected
 - (3) A description of the local jurisdiction, its need, and the estimated number of persons living with HIV/AIDS
 - (4) A brief description of the planning and public consultations involved in the use of HOPWA funds including reference to any appropriate planning document or advisory body
 - (5) What other resources were used in conjunction with HOPWA funded activities, including cash resources and in-kind contributions, such as the value of services or materials provided by volunteers or by other individuals or organizations
 - (6) Collaborative efforts with related programs including coordination and planning with clients, advocates, Ryan White CARE Act planning bodies, AIDS Drug Assistance Programs, homeless assistance programs, or other efforts that assist persons living with HIV/AIDS and their families.
- ii. Project Accomplishment Overview
- (1) A brief summary of all housing activities broken down by three types: emergency or short-term rent, mortgage or utility payments to prevent homelessness; rental assistance; facility based housing, including development cost, operating cost for those facilities and community residences
 - (2) The number of units of housing which have been created through acquisition, rehabilitation, or new construction since 1993 with any HOPWA funds
 - (3) A brief description of any unique supportive service or other service delivery models or efforts
 - (4) Any other accomplishments recognized in your community due to the use of HOPWA funds, including any projects in developmental stages that are not operational.
- iii. Barriers or Trends Overview
- (1) Describe any barriers encountered, actions in response to barriers, and recommendations for program improvement
 - (2) Trends you expect your community to face in meeting the needs of persons with HIV/AIDS, and
 - (3) Any other information you feel may be important as you look at providing services to persons with HIV/AIDS in the next 5-10 years
- b. Accomplishment Data
- i. Completion of CAPER Performance Chart 1 of Actual Performance in the provision of housing (Table II-1 to be submitted with CAPER).
 - ii. Completion of CAPER Performance Chart 2 of Comparison to Planned Housing Actions (Table II-2 to be submitted with CAPER).

CAPER Specific HOPWA Objectives response:

The City of Clovis does not receive HOPWA funding.

City of Clovis

Consolidated Annual Performance and Evaluation Report FY 2015-2016

ATTACHMENTS

City of Clovis

Consolidated Annual Performance and Evaluation Report FY 2015-2016

ATTACHMENTS

- 1. Project Data Sheets**
- 2. HUD Reports**
- 3. HUD Required Tables**
- 4. Annual Objective Sheets**
- 5. Public Notice**

City of Clovis

Consolidated Annual Performance and Evaluation Report FY 2015-2016

Project Data Sheets

Project Name:		Housing Rehabilitation (15064)					
Description:		IDIS Project #:		UOG Code:		UOG Code	
Provide approximately 60 grants to repair homes of low- to moderate-income owner-occupants.							
Location:		Priority Need Category					
Various Locations in the City of Clovis		Select one:		Owner Occupied Housing ▼			
Expected Completion Date:		Explanation:					
12/30/2014		Provide grant program to low- to moderate-income families with homes in the City of Clovis. Grants will pay for repairs to homes including re-roofing, painting, HVAC repairs, and health and safety repairs.					
Objective Category <input checked="" type="radio"/> Decent Housing <input type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity		Specific Objectives					
Outcome Categories <input checked="" type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability		1		Improve the quality of owner housing ▼			
		2		▼			
		3		▼			
Project-level Accomplishments	04 Households ▼	Proposed	60		Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete	74			Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
Proposed Outcome		Performance Measure			Actual Outcome		
Improve access to decent housing		Number of homes rehabilitated			74		
14A Rehab; Single-Unit Residential 570.202 ▼				Matrix Codes ▼			
Matrix Codes ▼				Matrix Codes ▼			
Matrix Codes ▼				Matrix Codes ▼			
Program Year 1	CDBG ▼	Proposed Amt.	122,470		Fund Source: ▼	Proposed Amt.	
		Actual Amount	142,108.23			Actual Amount	
	Fund Source: ▼	Proposed Amt.			Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	Accompl. Type: ▼	Proposed Units			Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	
	Accompl. Type: ▼	Proposed Units			Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	

Project Name:		Area Based Policing (15063)						
Description:		IDIS Project #:		UOG Code:		UOG Code		
Provide additional service to eligible census tracts in Clovis. Service will include assigning a Community Service Office to provide better policing of LMI census tracts in Clovis.								
Location:		Priority Need Category						
LMI Census Tracts in the City of Clovis, CA		Select one:		Public Services ▼				
Expected Completion Date:		Explanation:						
6/30/2016		Provide service to eligible census tracts in Clovis. Service will include assigning a Community Services Office to provide improved policing of LMI census tracts in Clovis.						
Objective Category <input type="radio"/> Decent Housing <input checked="" type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity		Specific Objectives						
Outcome Categories		1 Improve the services for low/mod income persons ▼						
<input type="checkbox"/> Availability/Accessibility		2 ▼						
<input type="checkbox"/> Affordability		3 ▼						
<input checked="" type="checkbox"/> Sustainability								
Project-level Accomplishments	01 People ▼	Proposed	17,754		Accompl. Type: ▼	Proposed		
		Underway				Underway		
		Complete	17,754			Complete		
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed		
		Underway				Underway		
		Complete				Complete		
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed		
		Underway				Underway		
		Complete				Complete		
	Proposed Outcome		Performance Measure		Actual Outcome			
	Improve sustainability		Reduction of crime rate in LMI census tracts		17,754			
	05I Crime Awareness 570.201(e) ▼				Matrix Codes ▼			
Matrix Codes ▼				Matrix Codes ▼				
Matrix Codes ▼				Matrix Codes ▼				
Program Year 1	CDBG ▼	Proposed Amt.	80,000.00		Fund Source: ▼	Proposed Amt.		
		Actual Amount	70,224.67			Actual Amount		
	Fund Source: ▼	Proposed Amt.			Fund Source: ▼	Proposed Amt.		
		Actual Amount				Actual Amount		
	Accompl. Type: ▼	Proposed Units			Accompl. Type: ▼	Proposed Units		
		Actual Units				Actual Units		
	Accompl. Type: ▼	Proposed Units			Accompl. Type: ▼	Proposed Units		
		Actual Units				Actual Units		

Grantee Name: **City of Clovis**

Project Name:		Low Income Micro-Enterprise Assistance (15065)						
Description:		IDIS Project #:		UOG Code:		UOG Code		
Provide funds for business incubator programs for low-income micro-enterprise individuals to start new businesses.								
Location:		Priority Need Category						
City of Clovis, CA		Select one:		Economic Development ▼				
Expected Completion Date:		Explanation:						
6/30/2016		Provide funds for business incubator program for low-income Clovis residents to start micro-enterprises.						
Objective Category <input type="radio"/> Decent Housing <input type="radio"/> Suitable Living Environment <input checked="" type="radio"/> Economic Opportunity		Specific Objectives						
Outcome Categories <input checked="" type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability		1 Improve economic opportunities for low-income persons ▼						
		2 ▼						
		3 ▼						
Project-level Accomplishments	13 Jobs ▼	Proposed	15		Accompl. Type: ▼	Proposed		
		Underway	15			Underway		
		Complete				Complete		
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed		
		Underway				Underway		
		Complete				Complete		
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed		
		Underway				Underway		
		Complete				Complete		
	Proposed Outcome		Performance Measure			Actual Outcome		
	Provide 15 new jobs to low-income persons.		Number of jobs created.			underway		
	18C Micro-Enterprise Assistance ▼				Matrix Codes ▼			
Matrix Codes ▼				Matrix Codes ▼				
Matrix Codes ▼				Matrix Codes ▼				
Program Year 1	CDBG ▼	Proposed Amt.	85,000.00		Fund Source: ▼	Proposed Amt.		
		Actual Amount				Actual Amount		
	Fund Source: ▼	Proposed Amt.			Fund Source: ▼	Proposed Amt.		
		Actual Amount				Actual Amount		
	Accompl. Type: ▼	Proposed Units			Accompl. Type: ▼	Proposed Units		
		Actual Units				Actual Units		
	Accompl. Type: ▼	Proposed Units			Accompl. Type: ▼	Proposed Units		
		Actual Units				Actual Units		

Project Name:		Alamos/Santa Ana Alley Reconstruction (15062)					
Description:		IDIS Project #:		UOG Code:		UOG Code	
Reconstruct the Alamos/Santa Ana Alley							
Location:		Priority Need Category					
Census Tract 32.023 in Clovis, CA		Select one:		Infrastructure ▼			
		Explanation:					
Expected Completion Date:		Reconstruct the Alamos/Santa Ana Alley					
6/30/2016							
Objective Category <input type="radio"/> Decent Housing <input checked="" type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity							
		Specific Objectives					
Outcome Categories		1 Improve quality / increase quantity of public improvements for lower income persons ▼					
<input type="checkbox"/> Availability/Accessibility		2 ▼					
<input type="checkbox"/> Affordability		3 ▼					
<input checked="" type="checkbox"/> Sustainability							
Project-level Accomplishments	01 People ▼	Proposed	982		Accompl. Type: ▼	Proposed	
		Underway	982			Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
Proposed Outcome		Performance Measure			Actual Outcome		
Improved neighborhood facilities		# of person in neighborhood improvements			underway		
03K Street Improvements 570.201(c) ▼				Matrix Codes ▼			
Matrix Codes ▼				Matrix Codes ▼			
Matrix Codes ▼				Matrix Codes ▼			
Program Year 1	CDBG ▼	Proposed Amt.	140,000.00		Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	Fund Source: ▼	Proposed Amt.			Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	Accompl. Type: ▼	Proposed Units			Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	
	Accompl. Type: ▼	Proposed Units			Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	

Project Name:		ADA Improvements (Various Locations) (15061)					
Description:		IDIS Project #:		UOG Code:		UOG Code	
Remove Architectural barriers for ADA compliance including improvements of wheel-chair ramps and sidewalks.							
Location:		Priority Need Category					
City of Clovis, CA		Select one:		Infrastructure ▼			
Expected Completion Date:		Explanation:					
6/30/2016		Remove architectural barriers for ADA compliance. These will serve the 7,291 persons who have a sensory or physical disability in the City of Clovis as indicated in the 2000 Census.					
Objective Category <input type="radio"/> Decent Housing <input checked="" type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity		Specific Objectives					
Outcome Categories		1 Improve quality / increase quantity of public improvements for lower income persons ▼					
<input checked="" type="checkbox"/> Availability/Accessibility		2 ▼					
<input type="checkbox"/> Affordability		3 ▼					
<input type="checkbox"/> Sustainability							
Project-level Accomplishments	01 People ▼	Proposed	7291		Accompl. Type: ▼	Proposed	
		Underway	7291			Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
Proposed Outcome		Performance Measure			Actual Outcome		
Improve Accessibility		# of person who will have new access to improved facility			underway		
03K Street Improvements 570.201(c) ▼				Matrix Codes ▼			
Matrix Codes ▼				Matrix Codes ▼			
Matrix Codes ▼				Matrix Codes ▼			
Program Year 1	CDBG ▼	Proposed Amt.	190,000.00		Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	Fund Source: ▼	Proposed Amt.			Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	Accompl. Type: ▼	Proposed Units			Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	
	Accompl. Type: ▼	Proposed Units			Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	

Project Name:		Letterman Park Improvements (13052)					
Description:		IDIS Project #:		UOG Code:		UOG Code	
Complete ADA Improvements at Letterman Park							
Location:		Priority Need Category					
City of Clovis, CA Letterman Park Tract 56 Block 42		Select one:		Other ▼			
Expected Completion Date:		Explanation:					
6/30/2014		Complete improvements including ADA compliance in Letterman Park . These will serve the 1,069 persons who reside in the neighborhood.					
Objective Category <input type="radio"/> Decent Housing <input checked="" type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity		Specific Objectives					
Outcome Categories		1 Improve the services for low/mod income persons ▼					
<input type="checkbox"/> Availability/Accessibility		2 ▼					
<input type="checkbox"/> Affordability		3 ▼					
<input checked="" type="checkbox"/> Sustainability							
Project-level Accomplishments	01 People ▼	Proposed	1069		Accompl. Type: ▼	Proposed	
		Underway	1069			Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
		Proposed				Proposed	
		Underway				Underway	
		Complete				Complete	
Proposed Outcome		Performance Measure			Actual Outcome		
Improved neighborhood facilities		# of persons in neighborhood improvements			underway		
03F Parks, Recreational Facilities 570.201(c) ▼		Matrix Codes ▼					
Matrix Codes ▼		Matrix Codes ▼					
Matrix Codes ▼		Matrix Codes ▼					
Program Year 1	CDBG ▼	Proposed Amt.	85,000.00		Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	Fund Source: ▼	Proposed Amt.			Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	Accompl. Type: ▼	Proposed Units			Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	
	Accompl. Type: ▼	Proposed Units			Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	

Project Name:		ADA Improvements (Various Locations) (14056)					
Description:		IDIS Project #:		UOG Code:		UOG Code	
Remove Architectural barriers for ADA compliance including improvements of wheel-chair ramps and sidewalks.							
Location:		Priority Need Category					
City of Clovis, CA		Select one:		Infrastructure ▼			
Expected Completion Date:		Explanation:					
6/30/2016		Remove architectural barriers for ADA compliance. These will serve the 7,291 persons who have a sensory or physical disability in the City of Clovis as indicated in the 2000 Census.					
Objective Category <input type="radio"/> Decent Housing <input checked="" type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity		Specific Objectives					
Outcome Categories		1 Improve quality / increase quantity of public improvements for lower income persons ▼					
<input checked="" type="checkbox"/> Availability/Accessibility		2 ▼					
<input type="checkbox"/> Affordability		3 ▼					
<input type="checkbox"/> Sustainability							
Project-level Accomplishments	01 People ▼	Proposed	7291		Accompl. Type: ▼	Proposed	
		Underway	7291			Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
Proposed Outcome		Performance Measure			Actual Outcome		
Improve Accessibility		# of person who will have new access to improved facility			underway		
03K Street Improvements 570.201(c) ▼				Matrix Codes ▼			
Matrix Codes ▼				Matrix Codes ▼			
Matrix Codes ▼				Matrix Codes ▼			
Program Year 1	CDBG ▼	Proposed Amt.	390,000.00		Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	Fund Source: ▼	Proposed Amt.			Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	Accompl. Type: ▼	Proposed Units			Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	
	Accompl. Type: ▼	Proposed Units			Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	

Project Name:		CDBG Administration (15060)					
Description:		IDIS Project #:		UOG Code:		UOG Code	
Administration of the CDBG program.							
Location:		Priority Need Category					
City of Clovis, CA		Select one:		Planning/Administration ▼			
Expected Completion Date:		Explanation:					
6/30/2016		Provide program delivery, planning, and other services to low- to moderate income residents of the City of Clovis.					
Objective Category <input type="radio"/> Decent Housing <input checked="" type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity		Specific Objectives					
Outcome Categories		1. ▼					
<input type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability		2. ▼					
		3. ▼					
Project-level Accomplishments	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
Proposed Outcome		Performance Measure			Actual Outcome		
21A General Program Administration 570.206 ▼				Matrix Codes ▼			
Matrix Codes ▼				Matrix Codes ▼			
Matrix Codes ▼				Matrix Codes ▼			
Program Year 1	CDBG ▼	Proposed Amt.	127,130.00		Fund Source: ▼	Proposed Amt.	
		Actual Amount	107,653.39			Actual Amount	
	Fund Source: ▼	Proposed Amt.			Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	Accompl. Type: ▼	Proposed Units			Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	
	Accompl. Type: ▼	Proposed Units			Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	

City of Clovis

Consolidated Annual Performance and Evaluation Report FY 2015-2016

HUD Reports

City of Clovis

Consolidated Annual Performance and Evaluation Report FY 2015-2016

HUD Report: CDBG Activity Summary for Program Year 2015-16



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PGM Year: 2013
Project: 0005 - Letterman Park Improvements 2013-14
IDIS Activity: 58 - Letterman Park Improvements 2013-14

Status: Open
Location: 1033 5th St Clovis, CA 93612-1313

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Parks, Recreational Facilities (03F)

National Objective: LMC

Initial Funding Date: 10/24/2013

Description:

Complete improvements including ADA compliance in Letterman Park.
This will serve 1,069 persons who reside in the neighborhood Block Group.
Improvements include sidewalks, new ADA compliant play equipment and associated landscaping.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		\$85,000.00	\$0.00	\$0.00
		2012	B12MC060062		\$0.00	\$19,379.38
		2013	B13MC060062		\$1,623.32	\$11,869.57
		2014	B14MC060062		\$13,414.29	\$13,414.29
Total	Total			\$85,000.00	\$15,037.61	\$44,663.24

Proposed Accomplishments

Public Facilities : 7,291

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0



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Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	0

Female-headed Households:	0	0	0
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Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



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PGM Year: 2013
Project: 0006 - Low-Income Microenterprise Assistance
IDIS Activity: 59 - Low-Income Microenterprise Assistance

Status: Canceled 3/23/2016 5:41:21 PM
Location: 1033 5th St Clovis, CA 93612-1313

Objective: Create economic opportunities
Outcome: Sustainability
Matrix Code: Micro-Enterprise Assistance (18C)

National Objective: LMCMC

Initial Funding Date: 10/24/2013

Description:

This project is in partnership with the Central Valley Business Incubator and is intended to provide counseling, training and assistance to specialty food micro-entrepreneurs to grow their businesses and bring their products to market.

The purpose of this request is for funds to off-set the cost of the assistance for the low-income entrepreneurs.

The ultimate goal of the project is to open a specialty food market in Old Town Clovis.

This market would be a training center for the entrepreneurs to learn about marketing, retail operations and to how bring their products to market.

Financing

No data returned for this view. This might be because the applied filter excludes all data.

Proposed Accomplishments

Businesses : 8

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0



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Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	0
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



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PGM Year: 2014

Project: 0001 - Area Based Policing

IDIS Activity: 60 - Area Based Policing14-15 14058

Status: Completed 6/30/2015 12:00:00 AM

Location: 1033 5th St Clovis, CA 93612-1313

Objective: Create suitable living environments

Outcome: Sustainability

Matrix Code: Crime Awareness (05I)

National Objective: LMA

Initial Funding Date: 08/13/2014

Description:

Project provides for assigning community service officer to area to provide better policing of area.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		\$57,474.56	\$0.00	\$0.00
		2012	B12MC060062		\$0.00	\$23,107.07
		2013	B13MC060062		\$2,533.13	\$34,367.49
	PI			\$8,392.47	\$8,392.47	\$8,392.47
Total	Total			\$65,867.03	\$10,925.60	\$65,867.03

Proposed Accomplishments

People (General) : 18,961

Total Population in Service Area: 13,940

Census Tract Percent Low / Mod: 61.80

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Through code enforcement, the 18,961 residents residing in Clovis' LMI Census Block Groups received area-based policing services.	



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PGM Year: 2014
Project: 0002 - CDBG Administration 2014-15
IDIS Activity: 61 - CDBG Administration 2014-15 (14055)

Status: Completed 9/14/2015 4:46:50 PM
Location:

Objective:
Outcome:
Matrix Code: General Program Administration (21A) **National Objective:**

Initial Funding Date: 08/13/2014

Description:

Provide funds to administer CDBG program that serves low income persons

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		\$97,578.85	\$0.00	\$0.00
		2012	B12MC060062		\$0.00	\$2,372.00
		2013	B13MC060062		\$12,292.31	\$95,206.85
Total	Total			\$97,578.85	\$12,292.31	\$97,578.85

Proposed Accomplishments

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0
Female-headed Households:					0			



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Income Category:

	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



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PGM Year: 2014
Project: 0003 - ADA Impr. (VARIOUS LOCATIONS) 2014-15
IDIS Activity: 62 - ADA Improvements (Var Locations) 2014-15 14056

Status: Open
Location: 1033 5th St Clovis, CA 93612-1313

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Sidewalks (03L)

National Objective: LMC

Initial Funding Date: 08/13/2014

Description:

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		\$390,000.00	\$0.00	\$0.00
		2013	B13MC060062		\$23,296.07	\$76,132.82
		2014	B14MC060062		\$242,307.33	\$242,307.33
Total	Total			\$390,000.00	\$265,603.40	\$318,440.15

Proposed Accomplishments

Public Facilities : 1

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	0



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Female-headed Households:

0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



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PGM Year: 2014

Project: 0005 - Housing Rehabilitation 2014-15

IDIS Activity: 65 - Housing Rehabilitation

Status: Completed 9/14/2015 4:43:34 PM

Location: 1724 Minnewawa Ave Spc 28 Clovis, CA 93612-2546

Objective: Provide decent affordable housing

Outcome: Affordability

Matrix Code: Rehab; Single-Unit Residential (14A)

National Objective: LMH

Initial Funding Date: 08/15/2014

Description:

Provide approximately 50 grants to homeowners in Clovis for health and safety repairs.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		\$110,807.84	\$0.00	\$0.00
		2012	B12MC060062		\$0.00	\$15,745.84
		2013	B13MC060062		\$12,904.00	\$95,062.00
Total	Total			\$110,807.84	\$12,904.00	\$110,807.84

Proposed Accomplishments

Housing Units : 50

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	54	9	0	0	54	9	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	54	9	0	0	54	9	0	0



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Female-headed Households: 39 0 39

Income Category:

	Owner	Renter	Total	Person
Extremely Low	8	0	8	0
Low Mod	31	0	31	0
Moderate	15	0	15	0
Non Low Moderate	0	0	0	0
Total	54	0	54	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Through the housing rehabilitation activity, the City of Clovis provided a total of 54 grants to seniors living in mobile homes. The activity was divided into two programs, as follows: 1) mobile home repair program; and 2) mobile home exterior painting program. Each grant was for an average amount of \$2,000.	



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PGM Year: 2015
Project: 0001 - Administration
IDIS Activity: 66 - Administration
Status: Canceled 2/23/2016 12:51:50 PM
Location: ,

Objective:
Outcome:
Matrix Code: General Program Administration (21A) **National Objective:**

Initial Funding Date: 02/22/2016

Description:

Administrative expenses for the 2015-16 CDBG

Financing

No data returned for this view. This might be because the applied filter excludes all data.

Proposed Accomplishments

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0			0	0		
Black/African American:	0	0			0	0		
Asian:	0	0			0	0		
American Indian/Alaskan Native:	0	0			0	0		
Native Hawaiian/Other Pacific Islander:	0	0			0	0		
American Indian/Alaskan Native & White:	0	0			0	0		
Asian White:	0	0			0	0		
Black/African American & White:	0	0			0	0		
American Indian/Alaskan Native & Black/African American:	0	0			0	0		
Other multi-racial:	0	0			0	0		
Asian/Pacific Islander:	0	0			0	0		
Hispanic:	0	0			0	0		
Total:	0	0	0	0	0	0	0	0



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Female-headed Households:

0

Income Category:

	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



U.S. Department of Housing and Urban Development
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Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2015
CLOVIS

Date: 19 2016
Time: 10:40
Page: 14

PGM Year: 2015
Project: 0002 - ADA Ramps (Various Locations) 2015-16
IDIS Activity: 67 - 2015-16 ADA Ramps

Status: Open
Location: 1033 5th St Clovis, CA 93612-1313

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Street Improvements (03K)

National Objective: LMC

Initial Funding Date: 02/22/2016

Description:

ADA Improvements in eligible Census Tracts within Clovis.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MC060062	\$190,000.00	\$0.00	\$0.00
Total	Total			\$190,000.00	\$0.00	\$0.00

Proposed Accomplishments

People (General) : 7,291

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	0
Female-headed Households:	0		0		0			



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Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



U.S. Department of Housing and Urban Development
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CDBG Activity Summary Report (GPR) for Program Year 2015
CLOVIS

Date: 19- 2016
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PGM Year: 2015
Project: 0006 - Housing Rehabilitation
IDIS Activity: 68 - Housing Rehabilitation

Status: Completed 6/30/2016 12:00:00 AM
Location: 1724 Minnewawa Ave Spc 45 Clovis, CA 93612-2547

Objective: Provide decent affordable housing
Outcome: Sustainability
Matrix Code: Rehab; Single-Unit Residential (14A) **National Objective:** LMH

Initial Funding Date: 02/22/2016

Description:

Provide rehabilitation to mobile homes occupied by LMI Senior households.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		\$1,458.23	\$0.00	\$0.00
		2014	B14MC060062		\$0.00	\$0.00
		2015	B15MC060062	\$140,650.00	\$91,812.68	\$91,812.68
Total	Total			\$142,108.23	\$91,812.68	\$91,812.68

Proposed Accomplishments

Housing Units : 60

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	68	19	0	0	68	19	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	6	0	0	0	6	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	74	19	0	0	74	19	0	0



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Female-headed Households: 42 0 42

Income Category:

	Owner	Renter	Total	Person
Extremely Low	19	0	19	0
Low Mod	49	0	49	0
Moderate	6	0	6	0
Non Low Moderate	0	0	0	0
Total	74	0	74	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2015	Clovis provides housing rehabilitation grants to LMI seniors living in Clovis' mobile home parks.	



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PGM Year: 2015

Project: 0005 - Area Based Policing

IDIS Activity: 69 - 2015-16 Area Based Policing

Status: Completed 6/30/2016 12:00:00 AM

Location: 1033 5th St Clovis, CA 93612-1313

Objective: Create suitable living environments

Outcome: Sustainability

Matrix Code: Crime Awareness (05I)

National Objective: LMA

Initial Funding Date: 02/22/2016

Description:

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MC060062	\$70,224.67	\$48,183.05	\$48,183.05
Total	Total			\$70,224.67	\$48,183.05	\$48,183.05

Proposed Accomplishments

People (General) : 17,754

Total Population in Service Area: 10,590

Census Tract Percent Low / Mod: 60.10

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2015	The City of Clovis provided 2080 hours of area-based policing (code enforcement) to the LMI census tracts within the City of Clovis. A total of 17,754 people benefited from the activity.	



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PGM Year: 2015
Project: 0004 - Alamos/Santa Ana Alley Reconstruction
IDIS Activity: 70 - Alamos/Santa Ana Alley Reconstruction

Status: Open
Location: 1033 5th St Clovis, CA 93612-1313

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Street Improvements (03K)

National Objective: LMA

Initial Funding Date: 02/22/2016

Description:

Reconstruction of the Alamos/Santa Ana Alley.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MC060062	\$140,000.00	\$0.00	\$0.00
Total	Total			\$140,000.00	\$0.00	\$0.00

Proposed Accomplishments

People (General) : 982
Total Population in Service Area: 2,295
Census Tract Percent Low / Mod: 63.83

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



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PGM Year: 2015
Project: 0007 - Micro-Enterprise Program
IDIS Activity: 71 - Micro-Enterprise Program

Status: Open
Location: 1033 5th St Clovis, CA 93612-1313

Objective: Create economic opportunities
Outcome: Availability/accessibility
Matrix Code: Micro-Enterprise Assistance (18C)

National Objective: LMJ

Initial Funding Date: 02/22/2016

Description:

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MC060062	\$85,000.00	\$0.00	\$0.00
Total	Total			\$85,000.00	\$0.00	\$0.00

Proposed Accomplishments

Jobs : 15

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	0
Female-headed Households:	0		0		0			



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Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



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PGM Year: 2015
Project: 0001 - Administration
IDIS Activity: 72 - 2015-16 Administration

Status: Completed 6/30/2016 12:00:00 AM
Location: ,

Objective:

Outcome:

Matrix Code: General Program Administration (21A)

National Objective:

Initial Funding Date: 02/23/2016

Description:

2015-16 Administration costs for CDBG.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		\$107,653.39	\$0.00	\$0.00
		2013	B13MC060062		\$41,830.59	\$41,830.59
		2014	B14MC060062		\$39,226.56	\$39,226.56
Total	Total			\$107,653.39	\$81,057.15	\$81,057.15

Proposed Accomplishments

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0
Female-headed Households:					0			



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Income Category:

	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



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CDBG Activity Summary Report (GPR) for Program Year 2015
CLOVIS

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Total Funded Amount:	\$1,484,240.01
Total Drawn Thru Program Year:	\$858,409.99
Total Drawn In Program Year:	\$537,815.80

City of Clovis

Consolidated Annual Performance and Evaluation Report FY 2015-2016

HUD Report: CDBG Financial Summary for Program Year 2015-16



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG Financial Summary Report
Program Year 2015
CLOVIS, CA

DATE: 08-19-16
TIME: 10:51
PAGE: 1

PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	0.00
02 ENTITLEMENT GRANT	635,650.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	8,392.47
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	644,042.47

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	444,466.34
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	444,466.34
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	93,349.46
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	537,815.80
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	106,226.67

PART III: LOW/MOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	444,466.34
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	444,466.34
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	59,108.65
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	59,108.65
32 ENTITLEMENT GRANT	635,650.00
33 PRIOR YEAR PROGRAM INCOME	0.00
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	635,650.00
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	9.30%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	93,349.46
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 + LINE 40)	93,349.46
42 ENTITLEMENT GRANT	635,650.00
43 CURRENT YEAR PROGRAM INCOME	8,392.47
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	644,042.47
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	14.49%

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

Report returned no data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2013	5	58	5831233	Letterman Park Improvements 2013-14	03F	LMC	\$1,623.32
2013	5	58	5899321	Letterman Park Improvements 2013-14	03F	LMC	\$10,593.49
2013	5	58	5916016	Letterman Park Improvements 2013-14	03F	LMC	\$2,820.80
					03F	Matrix Code	\$15,037.61
2014	3	62	5831233	ADA Improvements (Var Locations) 2014-15 14056	03L	LMC	\$23,296.07
2014	3	62	5899321	ADA Improvements (Var Locations) 2014-15 14056	03L	LMC	\$12,479.62
2014	3	62	5916016	ADA Improvements (Var Locations) 2014-15 14056	03L	LMC	\$229,827.71
					03L	Matrix Code	\$265,603.40
2014	1	60	5831233	Area Based Policing14-15 14058	05I	LMA	\$10,925.60
2015	5	69	5899321	2015-16 Area Based Policing	05I	LMA	\$36,206.75
2015	5	69	5916016	2015-16 Area Based Policing	05I	LMA	\$11,976.30
					05I	Matrix Code	\$59,108.65
2014	5	65	5831233	Housing Rehabilitation	14A	LMH	\$12,904.00
2015	6	68	5899321	Housing Rehabilitation	14A	LMH	\$66,504.00
	6	68	5916016	Housing Rehabilitation	14A	LMH	\$25,308.68
					14A	Matrix Code	\$104,716.68
Total							\$444,466.34

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2014	1	60	5831233	Area Based Policing14-15 14058	05I	LMA	\$10,925.60
2015	5	69	5899321	2015-16 Area Based Policing	05I	LMA	\$36,206.75
2015	5	69	5916016	2015-16 Area Based Policing	05I	LMA	\$11,976.30
Total					05I	Matrix Code	\$59,108.65
							\$59,108.65

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2014	2	61	5831233	CDBG Administration 2014-15 (14055)	21A		\$12,292.31
2015	1	72	5899321	2015-16 Administration	21A		\$63,004.69
2015	1	72	5916016	2015-16 Administration	21A		\$18,052.46
Total					21A	Matrix Code	\$93,349.46

City of Clovis

Consolidated Annual Performance and Evaluation Report FY 2015-2016

HUD Required Tables

Housing Needs Table			Grantee: CITY OF CLOVIS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
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Household Income > 30 to <= 50% MFI

Renter	Elderly	NUMBER OF HOUSEHOLDS	100%	316															100%				
		With Any Housing Problems	95.6	302	10	10			15				10	##	####		Y	CDBG		0			
		Cost Burden > 30%	91.1	288	5	5							5	5	100%		Y	CDBG					
		Cost Burden >50%	45.6	144	5	5							5	5	100%		Y	CDBG					
	Small Related	NUMBER OF HOUSEHOLDS	100%	645																			
		With Any Housing Problems	96.9	625	2	2	1		2	7			5	9	180%		Y	CDBG					
		Cost Burden > 30%	96.9	625	1	1	1		1				3	1	33%		Y	CDBG					
		Cost Burden >50%	31.8	205					1				1	0	0%		Y	CDBG					
	Large Related	NUMBER OF HOUSEHOLDS	100%	215																			
		With Any Housing Problems	100.0	215				2			1		1	2			N						
		Cost Burden > 30%	88.4	190									0	0			N						
		Cost Burden >50%	20.9	45									0	0			N						
	All other hshold	NUMBER OF HOUSEHOLDS	100%	520																			
		With Any Housing Problems	98.1	510									0	0			N						
		Cost Burden > 30%	98.1	510									0	0			N						
		Cost Burden >50%	35.6	20				50	50				0	100			N						
Owner	Elderly	NUMBER OF HOUSEHOLDS	100%	419																			
		With Any Housing Problems	63.0	264	5	5	5	15	5		5	31	20	49	40	100	250%	Y	CDBG				
		Cost Burden > 30%	63.0	264	4	4	4		4		4	5			16	9	56%	Y	CDBG				
		Cost Burden >50%	35.8	150	1	1	1		1		1				4	1	25%	Y	CDBG				
	Small Related	NUMBER OF HOUSEHOLDS	100%	138																			
		With Any Housing Problems	97.1	134	6	6	6	5	6		6				24	11	46%	Y	TI				
		Cost Burden > 30%	97.1	134	1	1	6		6		6				19	1	5%	Y	TI				
		Cost Burden >50%	71.7	99											0	0	####	Y	TI				
	Large Related	NUMBER OF HOUSEHOLDS	100%	40																			
		With Any Housing Problems	75.0	30	1	1	1		1		1				4	1	25%	Y	TI				
		Cost Burden > 30%	75.0	30											0	0		Y	TI				
		Cost Burden >50%	25.0	10											0	0		Y	TI				
	All other hshold	NUMBER OF HOUSEHOLDS	100%	80																			
		With Any Housing Problems	68.8	55								2			2	0		N	Calhome				
		Cost Burden > 30%	68.8	55											0	0		N					
		Cost Burden >50%	68.8	55											0	0		N					

Household Income >50 to <=80% MFI				Renter																			
Owner	Elderly	NUMBER OF HOUSEHOLDS	100%	370															100%				
		With Any Housing Problems	73.0	270	10	10				11		6	10		20	27	135%		Y	UD 202/TI	0		
		Cost Burden > 30%	73.0	270	5	5									5	5	100%		Y	UD 202/TI			
		Cost Burden >50%	24.3	90	5	5									5	5	100%		Y	UD 202/TI			
	Small Related	NUMBER OF HOUSEHOLDS	100%	1040																			
		With Any Housing Problems	53.4	555	1	1				7					1	8	800%		Y	NSP			
		Cost Burden > 30%	44.7	465											0	0			Y	NSP			
		Cost Burden >50%	6.7	1											0	0			Y	NSP			
	Large Related	NUMBER OF HOUSEHOLDS	100%	395																			
		With Any Housing Problems	87.3	345				2							0	2			Y				
		Cost Burden > 30%	49.4	195											0	0			Y				
		Cost Burden >50%	2.5	10											0	0			Y				
	All other hshold	NUMBER OF HOUSEHOLDS	100%	514																			
		With Any Housing Problems	60.1	309											0	0			N				
		Cost Burden > 30%	59.3	305											0	0			N				
		Cost Burden >50%	2.9	15											0	0			N				
Renter	Elderly	NUMBER OF HOUSEHOLDS	100%	645																			
		With Any Housing Problems	36.4	235		7		5				6			0	18			N				
		Cost Burden > 30%	34.9	225											0	0			N				
		Cost Burden >50%	17.1	110											0	0			N				
	Small Related	NUMBER OF HOUSEHOLDS	100%	463																			
		With Any Housing Problems	70.8	328				10					0	6	0	16			N				
		Cost Burden > 30%	67.8	314											0	0			N				
		Cost Burden >50%	33.5	155											0	0			N				
	Large Related	NUMBER OF HOUSEHOLDS	100%	173																			
		With Any Housing Problems	77.5	134				5							0	5			N				
		Cost Burden > 30%	60.1	104											0	0			N				
		Cost Burden >50%	16.8	29											0	0			N				
All other hshold	NUMBER OF HOUSEHOLDS	100%	134																				
	With Any Housing Problems	78.4	105									2	0	2	0			N	Calhome				
	Cost Burden > 30%	78.4	105											0	0			N					
	Cost Burden >50%	44.8	60											0	0			N					
		Total Any Housing Problem			100	127	38	54	39	40	38	63	66	74	281	##		Total Disabled		0			
		Total 215 Renter														0		Tot. Elderly	1446		Total Lead Hazard	0	
		Total 215 Owner				68		56								124		Tot. Sm. Related	4638		Total Renters	9003	
		Total 215			0	68	0	56	0	0	0	0	0	0	0	124		Tot. Lg. Related	1751		Total Owners	4079	

City of Clovis**Housing Market Analysis***Complete cells in blue.*

Housing Stock Inventory	Vacancy Rate	0 & 1 Bedroom	2 Bedrooms	3+ Bedroom	Total	Substandard Units
Affordability Mismatch						
Occupied Units: Renter		2975	4330	2225	9530	
Occupied Units: Owner		492	1589	12622	14703	
Vacant Units: For Rent	5%	160	225	60	445	60
Vacant Units: For Sale	1%	0	65	155	220	Year 2
Total Units Occupied & Vacant		3627	6209	15062	24898	Goal
<u>Rents: Applicable FMRs (in \$s)</u>		519	616	0		0
Rent Affordable at 30% of 50% of MFI (in \$s)		460	552	638		
Public Housing Units				1	2	
Occupied Units		N/A	N/A	N/A	0	
Vacant Units		N/A	N/A	N/A	0	
Total Units Occupied & Vacant		0	0	0	0	0
Rehabilitation Needs (in \$s)					0	

Continuum of Care Homeless Population and Subpopulations Chart

Part 1: Homeless Population					Sheltered					Un-sheltered	Total	City of Clovis Extrapolation											
					Emergency		Transitional					Data Quality											
1. Homeless Individuals					17					18	35	(S) statistically reliable sample ▼											
2. Homeless Families with Children																							
2a. Persons in Homeless with Children Families																							
Total (lines 1 + 2a)					0		17			18	35												
Part 2: Homeless Subpopulations					0					Un-sheltered	Total	Data Quality											
1. Chronically Homeless					Subpopulation data is available on a regional level only							(S) statistically reliable sample ▼											
2. Severely Mentally Ill										0													
3. Chronic Substance Abuse										0													
4. Veterans										0													
5. Persons with HIV/AIDS										0													
6. Victims of Domestic Violence										0													
7. Youth (Under 18 years of age)										0													
Part 3: Homeless Needs Table: Individuals					Needs	Currently Available	Gap	5-Year Quantities										Total			Priority H, M, L	Plan to Fund?	Fund Source: CDBG, HOME, HOPWA, ESG
								Year 1		Year 2		Year 3		Year 4		Year 5		Goal	Actual	% of Goal			
Beds	Emergency Shelters				18	0	18	0	0	0	0	0	0	0	0	0	0	0%	M	N	N/A		
	Transitional Housing				17	17	0	0	0	0	0	0	0	0	0	0	0%	M	N	N/A			
	Permanent Supportive Housing				35	0	35	0	0	0	0	0	0	0	0	0	0%	M	N	N/A			
	Total				70	17	53	0	0	0	0	0	0	0	0	0	0%	M	N	N/A			
Chronically Homeless																							
Part 4: Homeless Needs Table: Families					Needs	Currently Available	Gap	5-Year Quantities										Total			Priority H, M, L	Plan to Fund?	Fund Source: CDBG, HOME, HOPWA, ESG
								Year 1		Year 2		Year 3		Year 4		Year 5		Goal	Actual	% of Goal			
Beds	Emergency Shelters					0	0	0	0	0	0	0	0	0	0	0	0	0%	M	N	N/A		
	Transitional Housing					0	0	30	30	0	0	0	0	0	30	30	100%	M	N	Other			
	Permanent Supportive Housing					0	0	0	0	0	0	0	0	0	0	0	0%	M	N	N/A			
	Total				0	0	0	0	0	30	30	0	0	0	0	30	30	100%					

2016 Point-In-Time Count

CA -514 Fresno/Madera
County CoC

HUD/HDX Submission

Point-in-Time Count CA-514 Fresno/Madera County CoC

Inventory Count Date: 1/26/2016

Population: Sheltered and Unsheltered Count

Persons in Households with at least one Adult and one Child

	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Total Number of Households	26	30	6	62
Total Number of persons (Adults & Children)	85	91	23	199
Number of Persons (under age 18)	52	59	14	125
Number of Persons (18 - 24)	8	17	0	25
Number of Persons (over age 24)	25	15	9	49

Gender (adults and children)	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Female	40	61	17	118
Male	45	30	6	81
Transgender (male to female)				0
Transgender (female to male)				

Ethnicity (adults and children)	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Non-Hispanic/Non-Latino	36	36	20	92
Hispanic/Latino	49	55	3	107

Point-in-Time Count CA-514 Fresno/Madera County CoC

Race (adults and children)	Sheltered	
	Emergency	Transitional
White	79	58
Black or African-American	4	28
Asian	0	0
American Indian or Alaska Native	1	3
Native Hawaiian or Other Pacific Islander	1	0
Multiple Races	0	2

Unsheltered	Total
0	137
0	32
0	0
20	24
0	1
3	5

Inventory Count Date: 1/26/2016

Population: Sheltered and Unsheltered Count

Persons in Households with only Children

	Sheltered	
	Emergency	Transitional
Total Number of Households	3	0
Total Number of children (under age 18)	6	0

Unsheltered	Total
0	3
0	6

Gender (adults and children)	Sheltered	
	Emergency	Transitional
Female	5	0
Male	1	0
Transgender (male to female)		
Transgender (female to male)		

Unsheltered	Total
0	5
0	1
	0
	0

Ethnicity (adults and children)	Sheltered	
	Emergency	Transitional
Non-Hispanic/Non-Latino	0	0
Hispanic/Latino	6	0

Unsheltered	Total
0	0
0	6

Point-in-Time Count CA-514 Fresno/Madera County CoC

Race (adults and children)	Sheltered	
	Emergency	Transitional
White	6	0
Black or African-American	0	0
Asian	0	0
American Indian or Alaska Native	0	0
Native Hawaiian or Other Pacific Islander	0	0
Multiple Races	0	0

Unsheltered	Total
0	6
0	0
0	0
0	0
0	0
0	0
0	0

Inventory Count Date: 1/26/2016

Population: Sheltered and Unsheltered Count

Persons in Households without Children

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total Number of Households	141	106	23	1,264	1,534
Total Number of persons (Adults)	141	106	23	1,408	1,678
Number of Persons (18 - 24)	5	36	1	69	111
Number of Persons (over age 24)	136	70	22	1,339	1,567

Gender (adults and children)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Female	19	45	23	422	509
Male	122	61	0	983	1,166
Transgender (male to female)					3
Transgender (female to male)					0

Ethnicity (adults and children)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Non-Hispanic/Non-Latino	91	69	14	810	984
Hispanic/Latino	50	37	9	598	694

Point-in-Time Count CA-514 Fresno/Madera County CoC

Race (adults and children)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
White	106	63	19	1,009	1,197
Black or African-American	22	30	4	184	240
Asian	7	3	0	20	30
American Indian or Alaska Native	5	3	0	52	60
Native Hawaiian or Other Pacific Islander	0	1	0	20	21
Multiple Races	1	6	0	123	130

Date of PIT Count: 1/26/2016

Population: Sheltered and Unsheltered Count

Total Households and Persons

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total Number of Households	170	136	23	1,270	1,599
Total Number of Persons	232	197	23	1,431	1,883
Number of Children (under age 18)	58	59		14	131
Number of Persons (18 to 24)	13	53	1	69	136
Number of Persons (over age 24)	161	85	22	1348	1,616

Gender

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Female	64	106	23	439	632
Male	168	91	0	989	1,248
Transgender (male to female)	0	0	0	3	3
Transgender (female to male)	0	0	0	0	0

Ethnicity

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Non-Hispanic/Non-Latino	127	105	14	830	1,076
Hispanic/Latino	105	92	9	601	807

Race

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		

Point In Time Summary for CA-514 - Fresno/Madera County CoC

White	191	121	19	1009	1,340
Black or African-American	26	58	4	184	272
Asian	7	3	0	20	30
American Indian or Alaska Native	6	6	0	72	84
Native Hawaiian or Other Pacific Islander	1	1	0	20	22
Multiple Races	1	8	0	126	135

2016 Point-In-Time Count

YOUTH HOUSEHOLDS

Inventory Count Date: 1/26/2016

Population: Sheltered and Unsheltered Count

Youth Households

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total Number of Households	14	51	1	52	118
Number of parenting youth households	7	15		0	22
Number of unaccompanied youth households	7	36	1	52	96

Total number of persons	25	73	1	57	156
Total number of persons in parenting youth households	18	37	0	0	55
Number of parenting youth (youth parents only)	8	17	0	0	25
Number of parenting youth (under age 18)	1	0		0	1
Number of parenting youth (age 18 to 24)	7	17		0	24
Number of children with parenting youth (children under age 18 with parents under age 25)	10	20		0	30

Total number of unaccompanied youth	7	36	1	57	101
Number of unaccompanied children (youth under age 18)	2	0		0	2
Number of unaccompanied youth between ages 18 and 24	5	36	1	57	99

Gender (parenting youth and unaccompanied youth only)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Female	3	19	1	23	46
Male	4	17	0	34	55
Transgender (male to female)					0
Transgender (female to male)					0

Ethnicity (parenting youth and unaccompanied youth only)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Non-Hispanic/Non-Latino	5	24	0	31	60
Hispanic/Latino	2	12	1	26	41

Race (parenting youth and unaccompanied youth only)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
White	3	15	1	32	51
Black or African-American	4	14	0	11	29
Asian	0	2	0	0	2
American Indian or Alaska Native	0	1	0	3	4
Native Hawaiian or Other Pacific Islander	0	0	0	0	0
Multiple Races	0	4	0	11	15

2016 Point-In-Time Count

VETERAN HOUSEHOLDS

Point-in-Time Count Veterans CA-514

Fresno/Madera County CoC

Inventory Count Date: 1/26/2016

Population: Sheltered and Unsheltered Count

Persons in Households with at least one Adult and one Child

	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Total Number of Households	1	0	0	1
Total Number of Persons	5	0	0	5
Total Number of Veterans	1	0	0	1

Gender (veterans only)	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Female	1	0	0	1
Male	0	0	0	0
Transgender (male to female)				0
Transgender (female to male)				

Ethnicity (veterans only)	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Non-Hispanic/Non-Latino	1	0	0	1
Hispanic/Latino	0	0	0	0

Race (veterans only)	Sheltered		Unsheltered	Total
	Emergency	Transitional		
White	1	0	0	1
Black or African-American	0	0	0	0
Asian	0	0	0	0
American Indian or Alaska Native	0	0	0	0
Native Hawaiian or Other Pacific Islander	0	0	0	0
Multiple Races	0	0	0	0

Inventory Count Date: 1/26/2016

Population: Sheltered and Unsheltered Count

Persons in Households without Children

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total Number of Households	48	35	0	144	227
Total Number of Persons	48	35	0	164	247
Total Number of Veterans	48	35	0	144	227

Gender (veterans only)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Female	0	7	0	12	19
Male	48	28	0	129	205
Transgender (male to female)					3
Transgender (female to male)					0

Ethnicity (veterans only)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Non-Hispanic/Non-Latino	36	22	0	89	147
Hispanic/Latino	12	13	0	55	80

Race (veterans only)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
White	32	22	0	101	155
Black or African-American	11	8	0	20	39
Asian	1	0	0	3	4
American Indian or Alaska Native	3	1	0	0	4
Native Hawaiian or Other Pacific Islander	0	1	0	3	4
Multiple Races	1	3	0	17	21

Point-in-Time Summary Veterans for CA-514 - Fresno/Madera County CoC

Date of PIT Count: 1/26/2016

Population: Sheltered and Unsheltered Count

Total Households and Persons

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total Number of Households	49	35	0	144	228
Total Number of Persons	53	35	0	164	252
Total Number of Veterans	49	35	0	144	228

Gender

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Female	1	7	0	12	20
Male	48	28	0	129	205
Transgender (male to female)	0	0	0	3	3
Transgender (female to male)	0	0	0	0	0

Ethnicity

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Non-Hispanic/Non-Latino	37	22	0	89	148
Hispanic/Latino	12	13	0	55	80

Race

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
White	33	22	0	101	156
Black or African-American	11	8	0	20	39
Asian	1	0	0	3	4
American Indian or Alaska Native	3	1	0	0	4
Native Hawaiian or Other Pacific Islander	0	1	0	3	4
Multiple Races	1	3	0	17	21

2016 Point-In-Time Count

SUBPOPULATIONS SUMMARY

Point-in-Time Subpopulations Summary for CA-514 - Fresno/Madera County CoC

Date of PIT Count: 1/26/2016

Population: Sheltered and Unsheltered Count

Chronically Homeless Subpopulations

	Sheltered		Unsheltered	Total
	Emergency Shelters	Safe Haven		
Chronically Homeless Individuals	12	6	511	529
Chronically Homeless Families (Total Number of Families)	0		3	3
Chronically Homeless Families (Total Persons in Household)	0		17	17

Chronically Homeless Veterans

	Sheltered		Unsheltered	Total
	Emergency Shelters	Safe Haven		
Chronically Homeless Individuals	8	0	66	74
Chronically Homeless Families (Total Number of Families)	0		0	0
Chronically Homeless Families (Total Persons in Household)	0		0	0

Other Homeless Subpopulations

	Sheltered	Unsheltered	Total
	Persons in emergency shelters, transitional housing and safe havens		
Adults with a Serious Mental Illness	38	325	363
Adults with a Substance Use Disorder	25	187	212
Adults with HIV/AIDS	3	43	46
Victims of Domestic Violence	85	511	596

2016 Point-In-Time Count

Methodology and Notes

Methodology for CA-514 - Fresno/Madera County CoC

Sheltered Population Total

1. What data source(s) was used to produce the total number of people included in the sheltered population (staying in an emergency shelter, Safe Haven, or transitional housing) on the night of the count? Please indicate the percentage of the PIT count derived from each of the sources. (If a source was not used, please enter zero).

HMIS Data	75%
Provider-level surveys	25%
Client-level surveys	0%
Observation	0%
Other	0%
Total	100%

2. Was the CoC able to collect information about the number of people being sheltered on the night of the count from all emergency shelters, Safe Havens, and transitional housing projects listed on the HIC or only some? listed on your HIC or only some?

- Complete census count

3. What information or method(s) was used to de-duplicate the count of the total number of people included in the sheltered population?

- Comparison of personally identifying information (PII), such as name, date of birth, and Social Security Number
- Blitz count of persons in shelters (i.e., count occurred at same time to avoid double counting)

Sheltered Subpopulation

4. What data source(s) was used to produce the demographic and subpopulation data included in the sheltered population (staying in an emergency shelter, Safe Haven, or transitional housing) on the night of the count? (select all that were used)

- HMIS Data
- Provider-level surveys
- Other: Extrapolation for missing data

Point In Time Methodology for CA-514 - Fresno/Madera County CoC

5. Was the CoC able to collect information about the demographic and subpopulation characteristics of all sheltered people or only some?

- A subset of sheltered people

5a. How did the CoC select the subset of people?

- Sheltered people were not selected randomly, and the selection was driven by convenience or expediency (e.g., people that were willing to provide information)

5b. Did the CoC adjust the information in some way (e.g., statistical adjustment or extrapolation) to account for all sheltered people?

Yes

6. Looking at the change in your sheltered count from last year's count, please choose up to three reasons that best explains these changes from the drop down list below.

- Change in PIT count methodology
- Change in participation of programs serving general homeless populations (e.g., singles, families)
- Change in transitional housing capacity
- Impact of Housing First practices

Please provide a brief description of these specific factors (500 word limit):

Unsheltered Population

7. What approach(es) was used to count the total number of people included in the unsheltered population during the PIT count. (select all that were used)

- "Night of the count" - complete census
- "Night of the count" - known locations

Point In Time Methodology for CA-514 - Fresno/Madera County CoC

7a. Were certain areas within the CoC geography specifically excluded because the CoC had reason to believe there were no unsheltered people in those areas?

No

7c. In areas that were canvassed, did the CoC count all unsheltered people in those areas or a sample of people?

- All people encountered during the count

8. What information or method(s) was used to de-duplicate the total count of people in the unsheltered population? (Check all that apply)

- Blitz count of unsheltered people (i.e., canvassing of different areas occurred at same time to avoid double counting)

Point In Time Methodology for CA-514 - Fresno/Madera County CoC

Unsheltered Subpopulations

9. What approach(es) was used to collect demographic and subpopulation data about unsheltered people included in the unsheltered population during the PIT count?

- Surveys/interviews of people identified as unsheltered on the night of the count, but completed at a later date

10. Were all people who were encountered during canvassing on the night of the count or during post night of the count PIT activities asked to complete a survey/interview?

- All people encountered were surveyed

11. What information or method(s) was used to produce an unduplicated total count of homeless people across your sheltered and unsheltered populations?

- Comparison of personally identifying information (PII), such as name, date of birth, and Social Security Number
- Comparison of unique client identifiers (not PII)
- Blitz count of unsheltered people (i.e., sheltered and unsheltered counts occurred at same time to avoid double counting)
- Interview/survey question(s) with screening questions (e.g., have you already completed a count survey)
- Other:

12. Looking at the change in your unsheltered count from last year's count, please choose up to three reasons that best explains these changes from the drop down list below

- Increased or improved PIT count training
- More volunteers for PIT count
- Change in awareness of PIT count and relevant resources
- Impact of coordinated entry
- Other:

Please provide a brief description of these specific factors (500 word limit):

Point In Time Methodology for CA-514 - Fresno/Madera County CoC

Names check in HMIS and our coordinated entry database

Regular, recorded street outreach; funding from the Department of Veteran Affairs

The FMCoC employed the use of a mobile application that was much more user friendly (e.g. did not require volunteers to determine which conditional questions to ask). There were 100 more volunteers involved in the unsheltered count. This included 12 community volunteers that heavily canvassed a rural area, tallying twice the amount of homeless than were enumerated in 2015 PIT. The PIT garnered a large amount of attention because of the media attention from the previous years number release and an earlier push for volunteers. MAP Point at the Pov's, the physical location of our coordinated entry, opening in February 2015 also brought the conversation of homelessness and the PIT to the spotlight. Our weekly street outreach team spent the year finding and mapping where they were finding homeless persons. This allowed us to effectively guide our volunteers to known populated locations. Finally, this year's PIT effort was funded by the Department of Veteran Affairs. This allowed us to dedicate more time and resources (i.e. mobile application, print and media, etc.) to publicity, recruitment, and training.

Point-in-Time Notes for CA-514 - Fresno/Madera County CoC

Date of PIT Count: 1/26/2016

Population: Sheltered and Unsheltered Count

Notes

The decrease in sheltered population from 2015 to 2016 is due to 2 transitional housing projects being reallocated during 2015. Turning Point TLC was closed and funded by local dollars to serve as emergency housing and is listed on the HIC under ES as BridgePoint. Turning Point New Outlook closed in the spring of 2015 and will be reallocated as permanent housing once the grant is executed.

Validation warning in unaccompanied youth household-

The number of unaccompanied youth 18-24 (57) is lower than the number of reported youth (69) in the household without children category because the 12 other youth encountered were in a household with a person over the age of 25.

Grantee Name: **City of Clovis**

Non-Homeless Special Needs Including HOPWA		Needs	Currently Available	GAP	3-5 Year Quantities										Total		
					Year 1		Year 2		Year 3		Year 4*		Year 5*				
					Goal	Comp lete	Goal	Comp lete	Goal	Comp lete	Goal	Comp lete	Goal	Comp lete	Goal	Comp lete	Goal
Housing Needed	52. Elderly	750	366	384	60	60	20	0	20	0	20	57	60	74	180	191	106%
	53. Frail Elderly	215	0	215	20	20	10	0	10	0	10	0	0	0	50	20	40%
	54. Persons w/ Severe Mental Illness	60	0	60	0	0	0	0	0	0	0	0	0	0	0	0	####
	55. Developmentally Disabled	150	150	0	0	0	0	0	0	0	0	0	0	0	0	0	####
	56. Physically Disabled	20	0	20	0	0	0	0	0	0	0	0	0	0	0	0	####
	57. Alcohol/Other Drug Addicted	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	####
	58. Persons w/ HIV/AIDS & their familie	20	0	20	0	0	0	0	10	0	0	0	0	0	10	0	0%
	59. Public Housing Residents	150	33	117	0	0	0	0	0	0	0	0	0	0	0	0	####
	Total	1365	549	816	80	80	30	0	40	0	30	57	60	74	240	211	88%
Supportive Services Needed	60. Elderly	750	500	250	0	0	75	0	75	0	100	0	0	0	250	0	0%
	61. Frail Elderly	215	0	215	0	0	75	0	75	0	100	0	0	0	250	0	0%
	62. Persons w/ Severe Mental Illness	2	0	2	0	0	0	0	0	0	0	0	0	0	0	0	####
	63. Developmentally Disabled	250	0	250	0	0	0	0	0	0	0	0	0	0	0	0	####
	64. Physically Disabled	375	0	375	0	0	0	0	0	0	0	0	0	0	0	0	####
	65. Alcohol/Other Drug Addicted	275	0	275	0	0	0	0	0	0	0	0	0	0	0	0	####
	66. Persons w/ HIV/AIDS & their familie	50	0	50	0	0	0	0	0	0	0	0	0	0	0	0	####
	67. Public Housing Residents	300	0	300	0	0	0	0	0	0	0	0	0	0	0	0	####
	Total	2217	500	1717	0	0	150	0	150	0	200	0	0	0	500	0	0%

CITY OF CLOVIS

Only complete blue sections.

10

Housing and Community Development Activities		Needs	Current	Gap	5-Year Quantities											
					Year 1		Year 2		Year 3		Year 4		Year 5		Cumulative	
					Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual	Goal	0	Goal	0
01 Acquisition of Real Property 570.201(a)		20	3	17	0		0		0		0		0	0	0	0
02 Disposition 570.201(b)		0	0	0												
Public Facilities and Improvements	03 Public Facilities and Improvements (General) 570.201(c)	2	0	2	1	2	1	1		1	1	0	2	2	5	6
	03A Senior Centers 570.201(c)	1	1	0											0	0
	03B Handicapped Centers 570.201(c)	1	0	1											0	0
	03C Homeless Facilities (not operating costs) 570.201(c)	1	0	1											0	0
	03D Youth Centers 570.201(c)	1	0	1											0	0
	03E Neighborhood Facilities 570.201(c)	4	3	1			2	1					0		2	1
	03F Parks, Recreational Facilities 570.201(c)	46	43	3					1	1			0		1	1
	03G Parking Facilities 570.201(c)	15	10	5									0		0	0
	03H Solid Waste Disposal Improvements 570.201(c)	4	2	2									0		0	0
	03I Flood Drain Improvements 570.201(c)	33	25	8									0		0	0
	03J Water/Sewer Improvements 570.201(c)	80	69	11									0		0	0
	03K Street Improvements 570.201(c)	180	168	12							1	1			1	1
	03L Sidewalks 570.201(c)	5	0	5	1	1									1	1
	03M Child Care Centers 570.201(c)	50	39	11											0	0
	03N Tree Planting 570.201(c)	500	140	360											0	0
	03O Fire Stations/Equipment 570.201(c)	5	4	1											0	0
	03P Health Facilities 570.201(c)	70	58	12											0	0
	03Q Abused and Neglected Children Facilities 570.201(c)	1	0	1											0	0
	03R Asbestos Removal 570.201(c)	0	0	0											0	0
	03S Facilities for AIDS Patients (not operating costs) 570.201(c)	1	0	1											0	0
	03T Operating Costs of Homeless/AIDS Patients Programs	0	0	0											0	0
04 Clearance and Demolition 570.201(d)		18	16	2											0	0
04A Clean-up of Contaminated Sites 570.201(d)		20	16	4											0	0
Public Services	05 Public Services (General) 570.201(e)	53	51	2											0	0
	05A Senior Services 570.201(e)	45	43	2											0	0
	05B Handicapped Services 570.201(e)	0	0	0											0	0
	05C Legal Services 570.201(e)	1	1	0											0	0
	05D Youth Services 570.201(e)	0	0	0											0	0
	05E Transportation Services 570.201(e)	5	3	2											0	0
	05F Substance Abuse Services 570.201(e)	3	2	1											0	0
	05G Battered and Abused Spouses 570.201(e)	4	2	2											0	0
	05H Employment Training 570.201(e)	83	83	0											0	0
	05I Crime Awareness 570.201(e)	0	0	0											0	0
	05J Fair Housing Activities (if CDBG, then subject to 570.201(e))	0	0	0											0	0
	05K Tenant/Landlord Counseling 570.201(e)	0	0	0											0	0
	05L Child Care Services 570.201(e)	50	39	11											0	0
	05M Health Services 570.201(e)	300	296	4											0	0
	05N Abused and Neglected Children 570.201(e)	3	1	2											0	0
	05O Mental Health Services 570.201(e)	130	106	24											0	0
	05P Screening for Lead-Based Paint/Lead Hazards Poison 570.201	0	0	0											0	0
	05Q Subsidence Payments 570.204	0	0	0											0	0
	05R Homeownership Assistance (not direct) 570.204	100	80	20											0	0
	05S Rental Housing Subsidies (if HOME, not part of 5% 570.204	0	0	0											0	0
	05T Security Deposits (if HOME, not part of 5% Admin c	5	0	5											0	0

06 Interim Assistance 570.201(f)	2	0	2												0	0
07 Urban Renewal Completion 570.201(h)	5	0	5												0	0
08 Relocation 570.201(i)	10	0	10												0	0
09 Loss of Rental Income 570.201(j)	6	4	2												0	0
10 Removal of Architectural Barriers 570.201(k)	2	0	2												0	0
11 Privately Owned Utilities 570.201(l)	0	0	0												0	0
12 Construction of Housing 570.201(m)	300	20	280													0
13 Direct Homeownership Assistance 570.201(n)	10	0	10												0	0
14A Rehab; Single-Unit Residential 570.202	400	0	400	20	24	50	42	50	44	50	57	60	74	230	241	
14B Rehab; Multi-Unit Residential 570.202	10	0	10												0	0
14C Public Housing Modernization 570.202	0	0	0												0	0
14D Rehab; Other Publicly-Owned Residential Buildings 570.202	0	0	0												0	0
14E Rehab; Publicly or Privately-Owned Commercial/Indu 570.202	0	0	0												0	0
14F Energy Efficiency Improvements 570.202	10	0	10												0	0
14G Acquisition - for Rehabilitation 570.202	0	0	0												0	0
14H Rehabilitation Administration 570.202	0	0	0												0	0
14I Lead-Based/Lead Hazard Test/Abate 570.202	0	0	0												0	0
15 Code Enforcement 570.202(c)	5	0	5	1	1	1	1	1	1	1			1	1	5	4
16A Residential Historic Preservation 570.202(d)	0	0	0												0	0
16B Non-Residential Historic Preservation 570.202(d)	0	0	0												0	0
17A CI Land Acquisition/Disposition 570.203(a)	15	0	15												0	0
17B CI Infrastructure Development 570.203(a)	15	0	15												0	0
17C CI Building Acquisition, Construction, Rehabilitation 570.203(a)	5	0	5												0	0
17D Other Commercial/Industrial Improvements 570.203(a)	5	0	5												0	0
18A ED Direct Financial Assistance to For-Profits 570.203(b)	0	0	0												0	0
18B ED Technical Assistance 570.203(b)	0	0	0												0	0
18C Micro-Enterprise Assistance	0	0	0									1	1	1	1	1
19A HOME Admin/Planning Costs of PJ (not part of 5% Ad	0	0	0												0	0
19B HOME CHDO Operating Costs (not part of 5% Admin ca	0	0	0												0	0
19C CDBG Non-profit Organization Capacity Building	5	0	5												0	0
19D CDBG Assistance to Institutes of Higher Education	0	0	0												0	0
19E CDBG Operation and Repair of Foreclosed Property	0	0	0												0	0
19F Planned Repayment of Section 108 Loan Principal	0	0	0												0	0
19G Unplanned Repayment of Section 108 Loan Principal	0	0	0												0	0
19H State CDBG Technical Assistance to Grantees	0	0	0												0	0
20 Planning 570.205	0	0	0												0	0
21A General Program Administration 570.206	5	0	5	1	1	1	1	1	1	1			1	1	5	4
21B Indirect Costs 570.206	0	0	0												0	0
21D Fair Housing Activities (subject to 20% Admin cap) 570.206	0	0	0	1	1		1		1		1			1	4	
21E Submissions or Applications for Federal Programs 570.206	0	0	0												0	0
21F HOME Rental Subsidy Payments (subject to 5% cap)	0	0	0												0	0
21G HOME Security Deposits (subject to 5% cap)	0	0	0												0	0
21H HOME Admin/Planning Costs of PJ (subject to 5% cap)	0	0	0												0	0
21I HOME CHDO Operating Expenses (subject to 5% cap)	0	0	0												0	0

22 Unprogrammed Funds			0	0	0												0	0
HOPWA	31J Facility based housing – development		0	0	0												0	0
	31K Facility based housing - operations		0	0	0												0	0
	31G Short term rent mortgage utility payments		0	0	0												0	0
	31F Tenant based rental assistance		0	0	0												0	0
	31E Supportive service		0	0	0												0	0
	31I Housing information services		0	0	0												0	0
	31H Resource identification		0	0	0												0	0
	31B Administration - grantee		0	0	0												0	0
	31D Administration - project sponsor		0	0	0												0	0
CDBG	Acquisition of existing rental units		0	0	0												0	0
	Production of new rental units		0	0	0												0	0
	Rehabilitation of existing rental units		0	0	0												0	0
	Rental assistance		0	0	0												0	0
	Acquisition of existing owner units		0	0	0												0	0
	Production of new owner units		0	0	0												0	0
	Rehabilitation of existing owner units		0	0	0												0	0
	Homeownership assistance		0	0	0												0	0
HOME	Acquisition of existing rental units		0	0	0												0	0
	Production of new rental units		0	0	0												0	0
	Rehabilitation of existing rental units		0	0	0												0	0
	Rental assistance		0	0	0												0	0
	Acquisition of existing owner units		0	0	0												0	0
	Production of new owner units		0	0	0												0	0
	Rehabilitation of existing owner units		0	0	0												0	0
	Homeownership assistance		0	0	0												0	0
	Totals	2650	1328	1322	25	30	55	47	53	49	54	59	65	79	252	264		

City of Clovis

Consolidated Annual Performance and Evaluation Report FY 2015-2016

Annual Objective Sheets

**New Specific
Objective**

Summary of Specific Annual Objectives

Specific Obj. #	Outcome/Objective Specific Annual Objectives	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed
O-1	Other						
O-1 (2)	Improve public safety in eligible census tracts	CDBG	Number of hours new CSO on patrol	2011	1600	1600	100%
				2012	1600	1600	100%
				2013	1600	1600	100%
				2014	1600	1600	100%
				2015	1600	1600	100%
			MULTI-YEAR GOAL		8000	8000	100%
				2011			
				2012			
				2013			
				2014			
				2015			
			MULTI-YEAR GOAL			0	0%
	Provide funding for an additional Community Service Officer	CDBG		2011			
				2012			
				2013			
				2014			
				2015			
			MULTI-YEAR GOAL			0	
			MULTI-YEAR GOAL			0	

**New Specific
Objective**

Summary of Specific Annual Objectives

Specific Obj. #	Outcome/Objective Specific Annual Objectives	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed		
DH-1 Availability/Accessibility of Decent Housing									
DH-1 (1)	Provide decent housing to low income persons in the City of Clovis	CDBG	Number of units rehabilitated	2011	20	24	120%		
				2012	50	38	76%		
				2013	50	49	98%		
				2014	50	54	108%		
				2015	60	74	123%		
	MULTI-YEAR GOAL				170	168	99%		
	Provide 60 home owners with grants and or loans to complete health and safety repairs								

**New Specific
Objective**

Summary of Specific Annual Objectives

Specific Obj. #	Outcome/Objective Specific Annual Objectives	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed	
SL-1	Availability/Accessibility of Suitable Living Environment							
SL-1 (1)	Improve parks in the City clovis that serve low income residents	CDBG	Number of Park Improvements Made	2011	1	0	0%	
				2012	1	2	200%	
				2013	1	1	100%	
				2014	1	0	0%	
				2015	1	0	0%	
	MULTI-YEAR GOAL				5	3	60%	
Letterman Park Improvements 2011-12 Sierra Bicentennial ADA Ph II Letterman Park Improvements 2013-14								

**New Specific
Objective**

Summary of Specific Annual Objectives

Specific Obj. #	Outcome/Objective Specific Annual Objectives	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed
SL-2 AvailabAffordability of Suitable Living Environment							
SL-2 (1)	Improve Accesibility for disabled persons	CDBG	Number of Projects Completed	2011	2	2	100%
				2012	1	1	100%
				2013	1	1	100%
				2014	2	2	100%
				2015	1	1	100%
			MULTI-YEAR GOAL		7	7	100%
	ADA Improvements in various locations in Clovis, CA 2011-12, 12-13, 13-14, 14-15, 15- 16 ADA Improvements to the Clovis Recreation Center ADA Improvements to Civic Center			2011			0%
				2012			0%
				2013			0%
				2014			0%
				2015			0%
			MULTI-YEAR GOAL			0	0%
				2006			0%
				2007			0%
				2008			0%
				2009			0%
				2010			0%
			MULTI-YEAR GOAL			0	0%

**New Specific
Objective**

Summary of Specific Annual Objectives

Specific Obj. #	Outcome/Objective Specific Annual Objectives	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed
EO-1 Availability/Accessibility of Economic Opportunity							
EO-1 (1)	Provide funding for low-income micro-enterprise Clovis Residents to start new businesses	CDBG	Number of jobs created	2011	0	0	0%
				2012	0	0	0%
				2013	5	0	0%
				2014	0	0	0%
				2015	15	0	0%
			MULTI-YEAR GOAL		15	0	0%
	Partnership with business incubator to offer services to low-income micro-enterprises to begin businesses.						

City of Clovis

Consolidated Annual Performance and Evaluation Report FY 2015-2016

Public Notice



AGENDA ITEM NO: 2-A-1

City Manager: pw

- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Community and Economic Development

DATE: September 19, 2016

SUBJECT: Consider Approval – Authorize the City Manager to Execute a Disposition and Development Agreement with Habitat for Humanity Fresno County for Construction of Affordable Housing on W. Rialto Avenue

ATTACHMENT: (A) Development Site Plan
(B) Disposition and Development Agreement

CONFLICT OF INTEREST

None.

RECOMMENDATION

Authorize the City Manager to execute the Disposition and Development Agreement with Habitat for Humanity Fresno County for the construction of affordable housing on property located at W. Rialto Avenue in Clovis.

EXECUTIVE SUMMARY

The Clovis Community Development Agency purchased the land parcels on W. Rialto Avenue in Clovis with Redevelopment Bond Housing Set-Aside funds for the purpose of developing affordable housing. Habitat for Humanity Fresno County approached the City with interest to build affordable homes on the site. In exchange for construction of ten affordable single-family homes on the site, Clovis agreed to provide engineering services to divide the property into ten lots. This has been completed through Council approval and recording of Tract Map TM5992. Clovis also agreed to install infrastructure and make all site improvements to the property to prepare the lots for construction. Those improvements have been made and finalized. The property ownership must now be transferred to the Habitat for Humanity Fresno County so construction can begin.

BACKGROUND

Between the years of 2003 and 2008, the Clovis Community Development Agency purchased parcels of land on W. Rialto Avenue in Clovis. Habitat for Humanity Fresno County approached the City with interest to build affordable single-family homes on the property. The City agreed to use Redevelopment Bond Housing Set-Aside funds to pay for the engineering cost of dividing the parcels into ten buildable lots, and to pay for the cost of infrastructure and site improvements to prepare the lots for construction. The Development and Disposition Agreement will provide the land commitment needed to move forward with the construction while ensuring the City's interest in creating affordable housing units and preservation of assets are protected.

Due to the use of Housing Set-Aside Bond funds on the property, the property can be sold for fair market value or granted to a developer. It is proposed that the City grant the property to Habitat for Humanity Fresno County. If they fail to meet the development milestones stated in the agreement, the City has the option to take the property back. In addition, the property will be restricted to provide ten units of affordable housing uses for a term of 55 years.

FISCAL IMPACT

None. The total project cost is paid from Redevelopment Bond Housing Set-Aside funds.


REASON FOR RECOMMENDATION

This agreement will allow the property ownership to be transferred from the City of Clovis to Habitat for Humanity Fresno County. Once transferred, construction will begin on ten single-family homes that will be designated as affordable for a term of 55 years. These units would provide much needed affordable housing in the City.

ACTIONS FOLLOWING APPROVAL

1. Execute Disposition and Development Agreement with Habitat for Humanity Fresno County.
2. Property will be transferred to Habitat for Humanity Fresno County.
3. Habitat for Humanity will construct ten affordable, single-family homes on the property.
4. Agreement will be monitored to ensure compliance.

Prepared by: Heidi Crabtree, Housing Program Coordinator

Submitted by: Andrew Haussler, Community and Economic Development Director 

MAP OF TRACT NO. 5992

SHEET ONE OF TWO SHEETS
IN THE CITY OF CLOVIS,
COUNTY OF FRESNO, STATE OF CALIFORNIA

PREPARED BY
MCPHEETERS & ASSOCIATES
1486 TOLLHOUSE ROAD, SUITE 107, CLOVIS, CALIFORNIA, (559) 299-9088
www.mcpheeters.com

OWNER'S STATEMENT

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

CITY OF CLOVIS
A MUNICIPAL CORPORATION

Robert Woolley
ROBERT WOOLLEY, CITY MANAGER

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA } ss.
COUNTY OF FRESNO }

ON March 17, 2016, BEFORE ME, Diana Stice

NOTARY PUBLIC, PERSONALLY APPEARED, Robert Woolley, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND.

NAME Diana Stice COUNTY OF Fresno

MY COMMISSION EXPIRES 9/14/17 COMMISSION NUMBER 2037561

CITY CLERK'S CERTIFICATE

I, JOHN HOLT, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF CLOVIS, BY RESOLUTION ADOPTED, 3/23/2016, APPROVED THE WITHIN MAP AND ACCEPTED, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE PUBLIC, ANY REAL PROPERTY AND EASEMENTS OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION. THIS ALSO INCLUDES APPROVAL OF WRITTEN NOTATIONS OF ALL ABANDONED EASEMENTS CONTAINED WITHIN THIS MAP.

John Holt
JOHN HOLT
CITY CLERK OF THE CITY OF CLOVIS

5/6/2016
DATE

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOTS 3 AND 4 AND THE EAST HALF OF THE NORTH HALF OF LOT 5 OF RIALTO RANCHOS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 13 OF PLATS AT PAGE 28, FRESNO COUNTY RECORDS.

EXCEPTING THEREFROM THE NORTH 132.18 FEET.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A LOT LINE ADJUSTMENT NO. 2014-08 (PARCEL A) RECORDED SEPTEMBER 25, 2014 AS INSTRUMENT NO. 14-106304, OF OFFICIAL RECORDS.

THIS PROPERTY IS SUBJECT TO THE FOLLOWING:

- THE EFFECT OF AN INSTRUMENT ENTITLED "BEFORE THE BOARD OF DIRECTORS OF THE FRESNO METROPOLITAN FLOOD CONTROL DISTRICT RESOLUTION PROVIDING FOR THE RECORDED OF A MAP IDENTIFYING AREAS SUBJECT TO PAYMENT OF DRAINAGE FEES AND/OR REQUIREMENTS TO CONSTRUCT PLANNED LOCAL DRAINAGE FACILITIES", RECORDED JULY 31, 1995 AS DOCUMENT NO. 95092128, OFFICIAL RECORDS FRESNO COUNTY.
- COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS IN THE DOCUMENT RECORDED FEBRUARY 17, 1947 IN BOOK 2282, PAGE 275, OFFICIAL RECORDS FRESNO COUNTY.



VICINITY MAP
NOT TO SCALE

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF THE CITY OF CLOVIS IN DECEMBER OF 2015. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND THAT THE MONUMENTS ARE OF THE CHARACTER AND IN THE LOCATIONS SHOWN HEREON OR WILL BE SET IN THE LOCATIONS SHOWN HEREON WITHIN ONE YEAR OR ANY APPROVED EXTENSION THEREOF, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

KATRINA M. OLSEN P.L.S. 7058
KATRINA M. OLSEN
2-24-16
DATE

CITY ENGINEER'S STATEMENT

I, STEVEN E. WHITE, CITY ENGINEER OF THE CITY OF CLOVIS, HEREBY STATE THAT I HAVE CAREFULLY EXAMINED THIS MAP, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH.



STEVEN E. WHITE P.E. 37402
CITY ENGINEER
5-11-16
DATE

CITY SURVEYOR'S STATEMENT

I, MICHAEL J. HARRISON, CITY SURVEYOR OF THE CITY OF CLOVIS, HEREBY STATE THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT, PURSUANT TO THE PROVISIONS OF THE SUBDIVISION MAP ACT.



Michael J. Harrison P.L.S. 8088
MICHAEL J. HARRISON
5-5-16
DATE

RECORDER'S CERTIFICATE

DOCUMENT NO. 2016-0066233
FILED THIS 25 DAY OF May, 2015, AT 8:00 A.M.
IN VOLUME 85 OF PLATS, AT PAGES 89 + 90.
FRESNO COUNTY RECORDS, AT THE REQUEST OF MCPHEETERS & ASSOCIATES.
FEE: 10.00

PAUL A. DICTOS, C.P.A.
FRESNO COUNTY ASSESSOR-RECORDER
By: Ryan Rodriguez
DEPUTY

Attachment B

DISPOSITION AND DEVELOPMENT AGREEMENT

CITY OF CLOVIS

and

HABITAT FOR HUMANITY

(2016 Rialto Ranch Subdivision)

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EXHIBITS

1. Legal Description of the Property and Parcels
2. Map of the Property and Parcels
3. Form of Grant Deed to Developer
4. Schedule of Performance
5. Insurance Limits
6. Notice of Affordability Restrictions on Transfer of Property
7. Reversionary Interest

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between the City of Clovis acting as the Housing Successor to the former Clovis Community Development Agency ("City") and Habitat for Humanity Fresno, Inc., a California nonprofit corporation, DBA Habitat for Humanity Fresno County ("Developer") with respect to the following recitals, which are a substantive part of this Agreement. The effective date of this Agreement shall be the date the Agreement is executed by City ("Effective Date").

RECITALS

A. City owns lots 1 through 10 of Tract Map 5992 in the vicinity of Peach and Santa Ana Avenues (Rialto Ranch Subdivision) in the City of Clovis ("Property" or "Parcels"). The Property is legally described in **Exhibit 1**.

B. City desires Developer to develop the Property for affordable housing pursuant to this Agreement to fulfill the intent of the City of Clovis Redevelopment Plans.

C. Developer desires to acquire the Property for the purposes of building affordable housing in accordance with the Redevelopment Plans.

D. The transfer of the Property in accordance with the terms of this Agreement is consistent with the health, safety, morals and welfare of the residents of Clovis, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

NOW, THEREFORE, the Parties agree as follows:

1. **Sale of Property.** City agrees to sell the Property to Developer for the fair market value established by an MAI appraiser ("Purchase Price"). The Purchase Price may be satisfied through the City financing as set forth in **Section 5**. The Property shall be comprised of ten (10) Parcels that shall be developed by Developer as individual homes for sale and as affordable housing in conformance with the applicable Redevelopment Plan and subject to the restrictions of this Agreement. The Parcels are depicted in the map attached as **Exhibit 2**. The City shall convey to Developer fee simple title to each of the Parcels comprising the Property free and clear of all recorded liens, encumbrances, assessments, leases and taxes except as are consistent with this Agreement, subject only to easements of record. The Parcels shall be sold subject to City's Grant Deed Containing Covenants, Restrictions, Conditions and Restrictions Governing Use of the Property as set forth in **Exhibit 3** ("Grant Deed"). Sale of the Property shall be subject to a reversionary interest as set forth in **Section 2**.

2. **Reversionary Interest.** The Grant Deed for the property shall contain the following restrictions: (1) a restriction that if Developer fails to complete the construction of the housing on any of the lots within the time period set forth in the Schedule of Performance (**Exhibit 4**), title to the subject property shall automatically revert back to City; and (2) a restriction that if

Developer fails to cure a breach of this Agreement within thirty (30) days after written notice thereof by City, title to the Property shall automatically revert back to City. This Reversionary Interest shall terminate upon sale of each Parcel to the first owner-occupant..

If title to any lot on the Property reverts back to City in accordance with this Section, City shall be entitled to reenter and take possession of the Property, with all improvements thereon. All buildings and fixtures on the Property shall, without compensation to Developer, become the property of City free and clear of all claims to or against them by Developer, or any third party. These rights are to be interpreted in light of the fact that the City conveyed the Property to Developer at no cost.

This Reversionary Interest shall terminate upon sale of a Parcel to the first owner-occupant as set forth in **Section 7**.

3. Escrow.

3.1. Opening. Within ten (10) days of the Effective Date, City shall open Escrow with a mutually agreeable escrow company ("Title Company" or "Escrow Agent") by depositing a copy of this Agreement with Escrow Agent. The Parties shall execute such other supplemental escrow instructions required by Escrow Agent or otherwise necessary to carry out the terms of this Agreement. This Agreement constitutes the joint escrow instructions of City and Developer with respect to conveyance of the Property. The Escrow Agent is hereby empowered to act under this Agreement and shall carry out its duties accordingly.

3.2. Escrow Account. All funds received into Escrow shall be deposited by Escrow Agent in a general escrow account with any state or national bank doing business in the state of California. All disbursements shall be made by check of the Escrow Agent. All adjustments shall be made on the basis of a thirty (30) day month.

3.3. Developer's Obligations. Prior to the close of escrow ("Closing"), Developer shall deliver into Escrow:

- a. The Purchase Price for the Property, which may be in the form of the City grant set forth in **Section 5**.
- b. One hundred percent (100%) of any costs and fees associated with Escrow.
- c. The cost of the premium for the title insurance policy or special endorsements for each Parcel.
- d. Any taxes or other fees related to the Property after conveyance of title, but which are required to be paid into Escrow.

3.4 City's Obligations. Prior to Closing, City shall deliver into escrow:

- a. The Grant Deed conveying to Developer title to each Parcel in substantially the form attached as Exhibit 3.
- b. Any costs necessary to place the title to each Parcel in the condition for conveyance required by the provisions of this Agreement;
- c. Zero percent (0.00%) of any costs and fees associated with Escrow;
- d. Any cost of drawing the grant deed or deeds;
- e. All recording and notary fees;
- f. Any taxes or other fees related to the Property prior to conveyance of title, but which are required to be paid into Escrow; and
- g. Any state, county or City documentary transfer tax.

3.5 Duties of Escrow Agent. The Escrow Agent shall perform the following duties in accordance with this Agreement:

- a. Pay and charge City and Developer, respectively, for any costs and fees payable under this Section 3. Before such payments are made, Escrow Agent shall notify City and Developer of the costs and fees necessary to clear title and close Escrow;
- b. Disburse funds and deliver the Grant Deed and other documents to the parties entitled thereto when the conditions of the Escrow have been fulfilled by City and Developer; and
- c. Record any instruments delivered through Escrow, if necessary or proper, to vest title in Developer in accordance with the terms and provisions of this Agreement.

3.6. Cancellation of Escrow. If the Closing of Escrow does not occur before the time for conveyance established in the Schedule of Performance, Escrow may be canceled by mutual agreement of the Parties or, if one Party has not performed its obligations under this Agreement, individually by a Party who has fully performed the acts required by this Agreement ("Canceling Party"). The Canceling Party shall provide written notice of cancellation to the Escrow Agent. Upon receipt of the notice of cancellation, Escrow Agent shall return all money, papers or documents delivered into Escrow.

3.7. Liability of Escrow Agent. The liability of Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under this Section.

3.8. Conveyance of Title and Delivery of Possession. Conveyance of title to the Parcels shall be completed on or prior to the dates specified in the Schedule of Performance.

City and Developer agree to perform all acts necessary to conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provisions. Possession of the Property shall be delivered to Developer concurrently with the conveyance of title thereto.

3.9 No Broker Fees. The Parties represent that they have not engaged any broker, agent or finder in connection with this transaction. Each Party shall bear their own costs, if any, of any real estate commissions or brokerage fees.

3.10 Title Report and Permitted Exceptions. Title Company shall prepare and deliver to City and Developer a current preliminary title report ("Title Report") for the Property, together with a copy of the documents listed as exceptions therein. As a condition precedent to Developer's obligations, but not as a covenant of City, City shall convey the Property and Developer shall accept the Property subject to the following matters, which are collectively referred to as the "Permitted Exceptions":

- a. All exceptions to title shown in the Title Report that are approved or deemed approved by Developer;
- b. The lien of non-delinquent real and personal property taxes and assessments;
- c. Local, state and federal laws, ordinances or governmental regulations, including but not limited to, building and zoning laws, ordinances and regulations, now existing or hereafter in effect with respect to the Property;
- d. Matters affecting the condition of title created by or with the written consent of Developer;
- e. Water rights, and claims of title to water, whether or not shown by the public records; and
- f. Unless Developer elects to obtain an ALTA policy of title insurance, discrepancies, conflicts in boundary lines, shortages in area, encroachments, and any state of facts which inspection of the Property would disclose and which are not shown by the public records; and standard printed exclusions generally included in a CLTA owner's policy (or ALTA owner's policy, as the case may be).

3.11 Title Insurance. Title Company shall provide to Developer a title insurance policy for each Parcel insuring that title is vested in the Developer in the condition required by this Section and in the amount of the Purchase Price. Title Company shall provide City with a copy of the title insurance policy. Title Company shall, if requested by Developer, provide Developer with an endorsement to insure the amount of Developer's estimated development costs for the improvements to be constructed upon the Parcel. Developer shall pay the entire premium for any such increase in coverage requested by it.

3.12 Representations of City. Except as specifically provided, the following constitute representations of City, which shall be true and correct as of the Close of Escrow to the best of City's knowledge:

- a. City has no actual knowledge, without duty of investigation on City's part, of any actions, suits, material claims, including claims based on labor or services performed, tenants' claims or disputes, or legal proceeding affecting the Property.
- b. City has not received any notice from governmental authorities pertaining to violation of law or governmental regulations with respect to the Property.
- c. City has no actual knowledge, without duty of investigation on City's part, of any pending proceeding in eminent domain or otherwise, which would affect the Property.
- d. City has no knowledge of any leases, subleases, occupancies or tenancies pertaining to the Property, which have not been disclosed to Developer. To the best of City's knowledge, no one else has right of possession or other agreements to lease or purchase the Property.
- e. City has no actual knowledge, without duty of investigation, of the presence of underground storage tanks, asbestos, PCBs or any hazardous waste, pollutants or contaminants as defined under any federal, state, or local statute, regulation or ordinance which are or have been released on or under the Property.

3.13 Condition of the Parcels.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT CITY IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

DEVELOPER ACKNOWLEDGES AND AGREES THAT UPON CLOSING CITY SHALL SELL AND CONVEY TO DEVELOPER AND DEVELOPER SHALL ACCEPT EACH OF THE PARCELS AND THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT. DEVELOPER HAS NOT RELIED AND WILL NOT RELY ON, AND CITY IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO WITH RESPECT TO THE PROPERTY MADE OR FURNISHED BY CITY OR ANY EMPLOYEES OR AGENTS REPRESENTING OR PURPORTING TO REPRESENT CITY, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET

FORTH IN THIS AGREEMENT. DEVELOPER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS-IS."

DEVELOPER REPRESENTS TO CITY THAT DEVELOPER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS DEVELOPER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON THE SAME.

4. Preliminary Work by Developer.

4.1 License. City grants Developer and its agents permission to access the Property at reasonable times prior to the Close of Escrow to perform testing and preliminary work necessary to carry out this Agreement. Such testing and work shall be done at the sole expense and risk of Developer. Developer shall indemnify, defend and hold the City of Clovis, their officers, employees, volunteers, and agents, harmless against any claims resulting from such testing and work, or from access and use of the Parcel. Developer shall provide copies of data, surveys and tests obtained or made by Developer on the Parcel. Any testing or work by Developer shall be undertaken only after securing any necessary permits from the appropriate governmental agencies.

4.2 Existing Documents. City shall provide Developer copies of all data and information regarding the Property available to City, but without warranty or representation by City as to the completeness, correctness or validity of such data and information.

5. Financing.

5.1 City Grant for Purchase Price. City agrees to transfer the Property to Developer for zero dollars (\$0.00), which shall be considered a grant for the Purchase Price ("City Grant").

The Grant Deed shall contain a Reversionary Interest as set forth in **Section 2.**

6. Development of the Property.

6.1 Construction Plans and Related Drawings and Documents. Developer shall prepare and submit construction plans and related drawings and documents ("Construction Plans") for each of the Parcels to City for review and written approval. Developer shall first submit preliminary Construction Plans for City approval. City shall return its comments and Developer shall consider those comments in developing final Construction Plans, which shall include sufficient detail to obtain required construction and building permits from the appropriate governmental agencies. Final Construction Plans shall be submitted to City for approval. Any disapproval shall state in writing the reasons for disapproval and the required change. Upon

receipt of a notice of disapproval, Developer shall revise the Construction Plans and resubmit them to City as soon as practicable. Developer may not commence construction until after it has received approval of the final Construction Plans from City.

6.2 Changes to Final Plans. If Developer desires to make any substantial change in the Final Construction Plans after their approval by City, Developer shall submit the proposed change to City for its approval.

6.3 Progress Meetings. During the preparation of Construction Plans, City and Developer staff shall hold regular progress meetings to coordinate the preparation, submission and review of Construction Plans by City.

6.4 Cost of Construction. City and Developer shall pay their own costs related to administration of their respective obligations under this Agreement.

6.5 Indemnification and Insurance. Developer agrees to indemnify, defend and hold harmless the City of Clovis, and their officers, employees, volunteers, and agents from and against any and all liability, expense (including defense costs and legal fees) and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage arising from or connected with this Agreement. Without limiting Developer's obligations under this Section, Developer shall maintain insurance satisfactory to City's Risk Manager covering its activities under this Agreement. City's insurance requirements are set forth in **Exhibit 5**. If Developer fails to maintain the insurance required by this Agreement, City may immediately terminate this Agreement or elect to procure or renew such insurance at its expense. Developer shall immediately reimburse City for all expenses related to City procuring insurance due to Developer's breach.

6.6 City and Other Governmental Agency Permits. Notwithstanding City's obligation to review and approve Construction Plans, before commencement of construction on any Parcel, Developer shall, at its own expense, secure all permits required by the City or any other governmental agency for the Development. City shall cooperate with Developer in securing these permits.

6.7 Local, State and Federal Laws. Developer shall carry out construction of the improvements in conformity with all applicable laws, including all applicable federal and state labor standards.

6.8 Anti-Discrimination During Construction. Developer, for itself and its successors and assigns, agrees that in the construction of the improvements provided for in this Agreement, Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, or disability as defined in California Government Code section 12955, *et seq.*

6.9 Taxes, Assessments, Encumbrances and Liens. Developer shall pay all real estate taxes and assessments assessed and levied on each of the Parcels comprising the Property for any period subsequent to conveyance of title to such Parcel. Prior to the issuance of a Certificate of

Occupancy therefor, Developer shall not place or allow to be placed on any Parcel any mortgage, trust deed, encumbrance or lien unauthorized by this Agreement. Developer shall remove or have removed any levy or attachment made on any Parcel, or shall assure the satisfaction thereof, within a reasonable time, but in any event prior to a sale thereunder. Nothing herein contained shall be deemed to prohibit Developer from contesting the validity or amounts of any tax, assessment, encumbrance or lien, nor to limit the remedies available to Developer in respect thereto.

6.10 Certificate of Occupancy. Promptly after completion of all construction to be completed by Developer upon a Parcel, City shall furnish Developer with a Certificate of Occupancy, indicating the satisfactory completion as required by this Agreement. The Certificate of Occupancy may be recorded in the Office of the County Recorder of Fresno County. The City shall not unreasonably withhold any Certificate of Occupancy. Such Certificate of Occupancy is not notice of completion as referred to in California Civil Code section 3093.

6.11 Prohibition Against Transfer of the Parcels, the Buildings or Structures Thereon and Assignment of Agreement. Prior to City issuing a Certificate of Occupancy for a Parcel, Developer shall not, unless expressly permitted by this Agreement, sell, transfer, convey, assign or lease the whole or any part of such Parcel without the prior written approval of City. This is not intended to prohibit the granting of easements or permits to facilitate the development of the Parcel.

7. Affordable Housing Requirements.

7.1 Covenants Running with the Land. Developer agrees that each of the Parcels shall be designated affordable housing and the following covenants, in addition to those set forth in the Grant Deed incorporated herein by reference (**Exhibit 3**), shall run with the land:

- a. Construction on the Parcels shall be single family residences.
- b. The maximum sale price to the first owner occupant shall not exceed the appraised value of the Property.
- c. After issuance of a Certificate of Occupancy, Parcels shall be made available for sale at an affordable housing cost as defined in California Health and Safety Code section 50052.5, to persons and families of low or moderate income ("Qualified Buyer"). Qualified Buyer means a household whose income does not exceed eighty percent (80%) of area-median income, adjusted for family size, as determined by City, pursuant to section 50093 of the California Health and Safety Code. The requirements set forth in the California Community Redevelopment Law, Health and Safety Code § 33000 et seq. shall be followed in selecting a Qualified Buyer. To that end, prior to any sale or transfer of any portion of or any interest in a Parcel, Developer shall submit to City a request for approval of the proposed transferee. The request shall be accompanied by the following information: (i) the proposed sale price; (ii) the information necessary to determine Buyer's status as a Qualified Buyer; (iii) details of the first mortgage; and (iv)

any other information necessary for City to ensure compliance with the California Community Redevelopment Law. City may reject the proposed transferee if the transferee is not a Qualified Buyer, if the transferee will be spending more than thirty percent (30%) of its gross income for housing, and for a failure to meet any requirement under the California Community Redevelopment Law.

d. SPECIFIC REFERENCE IS MADE TO **EXHIBIT 3**, THE GRANT DEED, FOR COVENANTS PERTAINING TO: RESTRICTIONS ON SUBSEQUENT TRANSFERS OF A PARCEL; MAINTENANCE OF A PARCEL; CITY OPTION TO DESIGNATE SUBSEQUENT ELIGIBLE PURCHASERS; CITY OPTION TO PURCHASE A PARCEL UPON A PROPOSED SUBSEQUENT SALE; DETERMINATION OF MAXIMUM PRICE FOR SUBSEQUENT SALES OF A PARCEL; DETERMINATION OF MAXIMUM REFINANCING AMOUNTS; AND OTHER COVENANTS AS SET FORTH IN **EXHIBIT 3**.

7.2 Other Obligations. Developer shall obtain from the first owner-occupant of each Parcel and deliver to City concurrently with the close of escrow for the sale of each Parcel the following documents: (i) Attachment B to the Grant Deed (see **Exhibit 3**) which is the City of Clovis Homeownership Assistance Program Acknowledgment of Restrictive Covenants Governing Use and Resale of the Property Including Option to Designate Eligible Purchasers; and (ii) Notice of Affordability Restrictions on Transfer of Property as set forth in **Exhibit 6**.

7.3 Obligation to Refrain From Discrimination. Developer covenants by and for itself and any successors in interest not to discriminate upon the basis of race, color, creed, religion, sex, sexual orientation, marital status, age, disability, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property or any part thereof. Developer covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation marital status, age, disability, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property or any part thereof, nor shall Developer itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sublessees, or vendees in the Property.

7.4 Effect and Duration of Covenants. Except as otherwise provided, the covenants contained in this Agreement and the Grant Deeds for the Parcels shall remain in effect in perpetuity. The covenants established in this Agreement and the Grant Deed shall, without regard to technical classification and designation, be binding for the benefit and in favor of City, its successors and assigns and any successor in interest to any of the Parcels comprising the Property.

7.5 City as Beneficiary of Covenants. City is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land for and in its own right and for the purposes of protecting the interests of the community and other parties, public or

private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. This Agreement and the covenants shall run in favor of City without regard to whether City has been, remains or is an owner of any land or interest therein in any of the Parcels comprising the Property or in the Redevelopment Plan project areas. City shall have the right, if this Agreement or the covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and the covenants may be entitled.

7.6 Developer Acknowledgment of Covenants. DEVELOPER ACKNOWLEDGES AND AGREES THAT, AS A RESULT OF THIS AGREEMENT, THE SALE OF THE PARCELS MAY BE RENDERED MORE DIFFICULT THAN WOULD BE THE CASE ABSENT THE AGREEMENT, THAT WHEN THE PARCELS ARE SOLD, IT IS LIKELY THAT THE AMOUNT RECOVERED BY THE DEVELOPER WILL BE SUBSTANTIALLY LESS THAN WOULD BE RECEIVED ABSENT THE RESTRICTIONS AND LIMITATIONS OF THIS AGREEMENT.

DEVELOPER'S INITIALS _____

8. Defaults, Remedies and Termination.

8.1 Defaults - General. Upon material breach of this Agreement, the non-defaulting party shall give written notice of default to the other party within thirty (30) days, which notice shall identify the breach and demand a cure. If default is not cured by the defaulting party within thirty (30) days, the noticing party may terminate this Agreement and/or seek remedy pursuant to this Agreement. Any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive 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.

8.2 Legal Actions.

8.2.1 Institution of Legal Actions. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, or 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 appropriate Federal District Court (for Fresno County) in the State of California.

8.2.2 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

8.3 Termination

8.3.1 Termination by the City Prior to Conveyance. City may terminate this Agreement prior to conveyance of title to the Developer for the following breaches if such breach is not cured within thirty (30) days after written demand by the City:

- a. The Developer transfers or assigns or attempts to transfer or assign this Agreement or any rights herein or in any of the Parcels comprising the Property or the buildings or improvements thereon in violation of this Agreement; or
- b. There is any significant change in the ownership or identity of the Developer;
or
- c. The Developer does not submit evidence that it has the necessary financing for building on any one of the Parcels comprising the Property; or
- d. The Developer fails to submit to City the Construction Plans; or
- e. The Developer is in breach or default with respect to any other obligation of the Developer under this Agreement.

8.4 Reversionary Interest. As set forth above in **Section 2**, if Developer fails to complete the construction of the housing on any of the lots within the time period set forth in the Schedule of Performance (**Exhibit 4**), title to the subject property shall automatically revert back to City.

8.5 Remedies. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party.

9. Miscellaneous Provisions.

9.1 Enforced Delay; Extension of Times of Performance. In addition to the specific provisions of this Agreement, performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to events or occurrences beyond the control of the party who would be in default such as unusually severe weather or inability to secure necessary labor, materials or tools. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall run from the time of commencement of the cause. Notice by the party claiming such extension shall be sent to the other party within thirty (30) days after the commencement of the cause. If notice by the party claiming such extension is sent to the other party more than thirty (30) days after the commencement of the cause, the party claiming the extension shall be liable for damages caused for the time period between the commencement of the cause and the providing of notice. Times of performance under this Agreement may also be extended in writing by City and Developer.

9.2 Inspection of Books and Records. City has the right, upon not less than seventy-two (72) hours' notice, at all reasonable times, to inspect the books and records of Developer pertaining to the Property and each Parcel thereof as pertinent to the purposes of this Agreement.

9.3 Integration. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or a contemporaneous oral agreement, nor explained or supplement by evidence of consistent additional terms. Any amendment shall be in writing, subject to approval of both parties.

9.4 Interpretation. Each of the Parties acknowledges and agrees that this Agreement is an accord to be construed as a whole according to its fair meaning and not in favor of nor against any of the Parties as draftsman or otherwise.

9.5 Further Documents and Actions. Each of the Parties agrees to execute such further documents and take such further actions as may be reasonably necessary or appropriate to effectuate the terms of this Agreement.

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(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, City and Developer have signed this Agreement as set forth below.

CITY OF CLOVIS, acting as the Housing
Successor to the former Clovis Community
Development Agency

Dated: _____

By: _____
Robert Woolley, City Manager

"CITY"

HABITAT FOR HUMANITY
A California nonprofit corporation

Dated: _____

By: _____
Its: _____

"DEVELOPER"

ATTEST:

By: _____
John Holt, City Clerk

Dated: _____

APPROVED AS TO FORM:

By: _____
David J. Wolfe
City Attorney

Dated: _____



AGENDA ITEM NO: **2-B-1**

City Manager: 

- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Clovis Police Department

DATE: September 19, 2016

SUBJECT: Consider Introduction – Ord. 16-____, An Ordinance of the City Council of the City of Clovis Amending Chapter 5.22, of Title 5, of the Clovis Municipal Code Pertaining to Medical and Recreational Marijuana.

ATTACHMENT: Exhibit “A” – Draft Ordinance

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve a request to amend Chapter 5.22 of the Clovis Municipal Code making this Chapter applicable to the recreational use of marijuana, and expressly banning commercial marijuana operations that may be allowed under State law.

EXECUTIVE SUMMARY

Pending before the voters of California this November is the Adult Use of Marijuana Act (“AUMA”), being considered as Proposition 64 on November 8, 2016. The purpose of AUMA is to establish a comprehensive system to legalize, control and regulate the cultivation, processing, manufacture, distribution, testing, and sale of nonmedical marijuana, including marijuana products. Adults 21 and older will be allowed to possess marijuana and grow certain amounts at home for personal use if this act passes. Current polling shows that Proposition 64 is likely to be approved by California voters.

Clovis Municipal Code, Chapter 5.22, currently governs the use of medical marijuana within the City of Clovis. Personal use cultivation is allowed under the following limited circumstances: it must occur entirely inside the person’s residence or in an attached garage or accessory building; the cultivation area may not exceed 32 square feet and 10 feet in height; any accessory building

must be opaque; and there must be a ventilation and filtration system designed to ensure that odors from the cultivation are not detectable beyond the residence and to prevent mold and moisture.

Under amendments proposed to the existing ordinance, recreational marijuana use would also be included, along with the following regulations:

1. The cultivation of recreational marijuana shall be subject to the limits set forth in any applicable State law.
2. Removal of the current allowance for limited collective or cooperative cultivation. Once the Medical Cannabis Regulation and Safety Act ("Act") regulations come out, collective and cooperative cultivation is prohibited under State law.
3. An express ban on all commercial marijuana operations that might be allowed under the Act.

Approval of this ordinance will set into place regulations related to recreational use of marijuana in the city whereas the existing ordinance strictly deals with medical marijuana.

BACKGROUND

In 1996, with the adoption of Proposition 215, the California voters approved the Compassionate Use Act (Health and Safety Code § 11362.5) to ensure that seriously ill Californians have the right to obtain and use marijuana for medical purposes where that medical use is deemed appropriate and has been recommended by a physician, without fear of criminal prosecution under limited, specified circumstances. Subsequent State legislation sought to clarify the scope of the Compassionate Use Act and provide additional statutory guidance regarding medical marijuana use. These statutes are codified at Health and Safety Code § 11362.7 et seq. and allow cities and counties to adopt supplemental rules and regulations.

On October 9, 2015, the Governor signed the Medical Marijuana Regulation and Safety Act which included AB 243, AB 266, and SB 43, now called the Medical Cannabis Regulation and Safety Act ("Act"). This was done in part, to ensure uniformity among jurisdictions that wished to allow medical marijuana dispensaries and cultivation. The intent of the Act was to create a licensing and regulatory framework for medical cannabis. This was accomplished by creating a comprehensive state licensing system for the commercial cultivation, manufacture, retail sale, transport, distribution, delivery, and testing of medical cannabis. All licenses must also be approved by local governments.

Pending before the voters this November is California Proposition 64, the California Marijuana Legalization Initiative, a ballot in California as an initiated state statute. Supporters refer to the initiative as the "Adult Use of Marijuana Act". If passed, it will establish a system to legalize, control and regulate the cultivation, processing, manufacture, distribution, testing, and sale of

nonmedical marijuana, including marijuana products. Adults 21 and older will be allowed to possess marijuana and grow certain amounts at home for personal use.

The proposed ordinance (Exhibit "A") would remove the current allowance for limited collective or cooperative cultivation, provide an express ban on all commercial marijuana operations, and regulate the cultivation and consumption of recreational marijuana in the same manner as the City regulates the cultivation and consumption of medical marijuana for personal use, to also be subject to the limits set forth in any applicable State law.

FISCAL IMPACT

Fiscal Impact is negligible related to the cost of enforcement by the police department of the Municipal Code. Officers with the Clovis Police Department have already been trained in the enforcement of this ordinance as it pertains to medical marijuana. Additional training would be provided to include recreational marijuana.

REASON FOR RECOMMENDATION

Proposition 64 is currently polling high and appears to have a high likelihood of passing. City staff is concerned that residents and businesses may try to cultivate and consume recreational marijuana without complying with the City's existing regulations applicable to medical marijuana users. Therefore, it is necessary to amend the Municipal Code to apply the same restrictions to both medical and recreational users of marijuana. It is also appropriate to expressly ban commercial marijuana operations so there is no ambiguity in the Municipal Code, all for the health, safety, morals, and general welfare of the residents and businesses within the City.

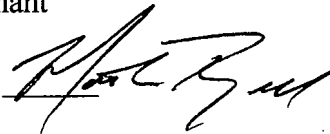
The current ordinance has been very successful in the eyes of the police department. The provisions of this ordinance are fair to the medical marijuana user, and potential future recreational user, and provide protection to neighbors and citizens that do not partake in the use of marijuana, nor want to be infringed upon by sight or smell of it.

ACTIONS FOLLOWING APPROVAL

This ordinance shall go into effect and be in full force and operation from and after (30) days after its final passage and adoption.

Prepared by: Curt Fleming, Police Lieutenant

Submitted by: Matt Basgall, Police Chief



ORDINANCE NO. 16-__

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS AMENDING
CHAPTER 5.22, OF TITLE 5, OF THE CLOVIS MUNICIPAL CODE PERTAINING TO
MEDICAL AND RECREATIONAL MARIJUANA**

THE CITY COUNCIL OF THE CITY OF CLOVIS DOES ORDAIN AS FOLLOWS:

SECTION 1. FINDINGS.

1. State Law Findings.

a. In 1996, with the adoption of Proposition 215, the California voters approved the Compassionate Use Act (Health and Safety Code § 11362.5) to ensure that seriously ill Californians have the right to obtain and use marijuana for medical purposes where that medical use is deemed appropriate and has been recommended by a physician, without fear of criminal prosecution under limited, specified circumstances.

b. In 2004, the State Legislature enacted SB 420 to clarify the scope of the Compassionate Use Act and provide additional statutory guidance regarding medical marijuana use. These statutes are codified at Health and Safety Code § 11362.7 et seq. and allow cities and counties to adopt supplemental rules and regulations.

c. On October 9, 2015, almost 20 years after passage of the Compassionate Use Act, the Governor signed the Medical Marijuana Regulation and Safety Act ("Act"), comprised of California legislative bills AB 243, AB 266, and SB 643. The Act creates a comprehensive state licensing system for the commercial cultivation, manufacture, retail sale, transport, distribution, delivery, and testing of medical cannabis, all subject to local control. One of the purposes of the Act is to ensure uniformity among jurisdictions that wished to allow commercial marijuana operations.

d. On June 27, 2016, the Governor signed SB 837, effective immediately, changing the terms in the Act from "medical marijuana" or "marijuana" to "medical cannabis" or "cannabis", and making other technical changes to the Act. SB 837 also adopted regulations relating to the use and diversion of water in connection with the cultivation of cannabis.

e. Pending before the voter this November is the Adult Use of Marijuana Act ("AUMA"). The purpose of AUMA is to establish a comprehensive system to legalize, control and regulate the cultivation, processing, manufacture, distribution, testing, and sale of nonmedical marijuana, including marijuana products. Adults, age 21 and older, will be allowed to possess marijuana and grow certain amounts at home for personal use.

2. City of Clovis Marijuana Regulatory History.

a. In 2006 as amended in 2012 and 2015, the City adopted Title 5, Chapter 22, of the Clovis Municipal Code pertaining to Medical Marijuana (Marijuana Ordinance). The Marijuana Ordinance places a complete ban on commercial marijuana cultivation, commercial deliveries, and dispensaries in the City based upon various health, safety and welfare and land use findings relating to marijuana cultivation, dispensing, and consumption, which findings are incorporated herein by reference.

b. The Marijuana Ordinance provides for personal use cultivation under limited circumstances as well as limited collective or cooperative cultivation.

c. The City exempted from the dispensary ban State licensed health care clinics and residential care facilities distributing marijuana to their patients, as further described in the Marijuana Ordinance.

d. At the time the City adopted the commercial cultivation ban, the issue of other commercial marijuana operations, such as manufacturing, testing and distribution, were not considered an area of concern in need of regulation. Now, with the adoption of the Act, these other commercial marijuana operations are imminent.

e. Since adoption of the Act there have been numerous inquiries from individuals and entities, both from within and outside the City of Clovis, seeking to start a commercial marijuana operation in the City. Clear guidance is required in the City's Municipal Code so there is no ambiguity.

f. The City of Clovis has identified a number of health, safety, and welfare concerns associated with marijuana activities. These concerns are set forth in the original reports accompanying the Medical Marijuana Ordinance, and are incorporated herein by reference. These concerns continue and have been exemplified throughout Fresno County and the State as evidenced by numerous area agency police reports and news articles and stories. Some of the continued documented problems include offensive odors, trespassing, theft, violent encounters, fire hazards and problems associated with mold, fungus, and pests.

g. Under the Act, and AUMA if it passes, the City retains its police powers and land use authority to regulate or ban marijuana activities, including commercial marijuana operations, cultivation, distribution and consumption for the health, safety, and welfare of the citizens of Clovis.

SECTION 2. AMENDMENT OF CHAPTER 5.22

Chapter 5.22, of Title 5, of the Clovis Municipal Code is amended in its entirety to read as follows:

Chapter 5.22 MARIJUANA

Section 5.22.01 Purpose and Intent

It is the purpose and intent of this Chapter to promote the health, safety, morals, and general welfare of the residents and businesses within the City by regulating the cultivation, processing, extraction, manufacturing, testing, distribution, transportation, sale, and consumption of marijuana, whether for medical purposes as currently allowed under State law, or for recreational use should recreational use become lawful under State law.

Section 5.22.02 Definitions

For purposes of this Chapter, the following definitions shall apply:

(a) "Act" means the Medical Marijuana Regulation and Safety Act, now called the Medical Cannabis Regulation and Safety Act, including implementing regulations, as the Act and implementing regulations may be amended from time to time. The terms Act, Medical Marijuana Regulation and Safety Act, Medical Cannabis Regulation and Safety Act, may be used interchangeably, but shall have the same meaning.

(b) "Cannabis" or "marijuana" shall have the meaning set forth in California Business and Professions Code section 19300.5(f). Cannabis and marijuana may be used interchangeably, but shall have the same meaning.

(c) "Collective or cooperative cultivation" means the association within California of qualified patients, persons with valid identification cards, and designated primary care givers to cultivate marijuana for medical purposes as may be allowed under the Compassionate Use Act, the Medical Marijuana Program Act, or the California Medical Cannabis Regulation and Safety Act adopted on October 9, 2015 with legislative bills AB 243, AB 266, and SB 643.

(d) "Commercial marijuana operation" means any commercial cannabis activity as set forth in California Business and Professions Code section 19300.5(k) and allowed under the Act, and all uses permitted under any subsequently enacted State law pertaining to the same or similar uses for recreational cannabis.

(e) "Delivery" means the commercial transfer of medical or recreational use marijuana and marijuana products from a dispensary as well as the use of any technology platform that enables persons, whether qualified patients, caregivers, or recreational users, to arrange for or facilitate the transfer.

(f) "Marijuana dispensary" or "dispensary" means any facility or location, whether fixed or mobile, and any building or structure, where cannabis is made available to, distributed by, or distributed to more than two persons.

(g) "Marijuana products" means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

(h) "Medical marijuana or medical marijuana use" means the use of cannabis for the purposes set forth in the Compassionate Use Act and the Medical Marijuana Program Act, California Health and Safety Code sections 11362.5 and 11362.7 et seq.

(i) "Recreational marijuana or recreational marijuana use" means all uses of cannabis not included within the definition of medical marijuana use.

Section 5.22.03 Regulations applicable to the cultivation of medical marijuana.

To the extent that the City is required to allow the cultivation of medical marijuana under State law, the rules set forth herein shall apply. Nothing in this section shall be interpreted to permit commercial marijuana operations or marijuana dispensaries otherwise prohibited by this chapter.

(a) Personal use cultivation. An individual qualified patient or person with an identification card shall be allowed to cultivate medical marijuana within his/her private residence, in an attached garage, or in an accessory building if the property is detached single family residential. A primary caregiver shall only cultivate medical marijuana at the residence of a qualified patient or person with an identification card for whom he/she is the primary caregiver. Medical marijuana cultivation for personal use shall be subject to the following requirements:

(1) Area. The medical marijuana cultivation area shall not exceed thirty two (32) square feet measured by the canopy and not exceed ten feet (10') in height per residence. This limit applies regardless of the number of qualified patients or persons with an identification card residing in the residence. The cultivation area shall be a single designated area.

(2) Lighting. Medical marijuana cultivation lighting shall not exceed a total of 1200 watts.

(3) Building Code Requirements. Any alterations or additions to the residence, including garages and accessory buildings, shall be subject to applicable building and fire codes, including plumbing and electrical, and all applicable zoning codes, including lot coverage, set back, height requirements, and parking requirements.

(4) Gas products. The use of gas products (CO2, butane, etc.) for medical marijuana cultivation or processing is prohibited.

(5) Evidence of cultivation. From a public right of way, or other public space there shall be no exterior evidence of medical marijuana cultivation occurring on the site.

(6) Residence. The qualified patient or person with an identification card shall reside in the residence where the medical marijuana cultivation occurs.

(7) Cultivation elsewhere in City. The qualified patient or person with an identification card shall not participate in medical marijuana cultivation in any other location within the City of Clovis.

(8) Incidental use. The residence shall maintain kitchen, bathrooms, and primary bedrooms for their intended use and not be used primarily for medical marijuana cultivation.

(9) Ventilation. The medical marijuana cultivation area shall include a ventilation and filtration system designed to ensure that odors from the cultivation are not detectable beyond the residence, or property line for detached single family residential, and designed to prevent mold and moisture and otherwise protect the health and safety of persons residing in the residence and cultivating the marijuana. This shall include at a minimum, a system meeting the requirements of the current, adopted edition of the California Building Code § 1203.4 Natural Ventilation or § 402.3 Mechanical Ventilation (or its equivalent(s)).

(10) Storage of chemicals. Any chemicals used for medical marijuana cultivation shall be stored outside of the habitable areas of the residence and outside of public view from neighboring properties and public rights of way.

(11) Nuisance. The medical marijuana cultivation area shall: not adversely affect the health or safety of the nearby residents by creating dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, vibration, or other impacts; and not be hazardous due to the use or storage of materials, processes, products or wastes, or from other actions related to the cultivation.

(12) Property owner authorization. For rental property, the lessee shall obtain written authorization from the property owner or property management company to cultivate medical marijuana.

(13) Notification. The owner and any lessee of the residence upon which cultivation will occur shall inform the Police Department of the intent to cultivate medical marijuana and pick up a handout setting forth the owner and lessee responsibilities under this section. This notification shall be provided prior to the commencement of the cultivation except that for existing cultivation, the information shall be provided within ten (10) days of the effective date of this Chapter. The Police Department may direct the owner and lessee to the Department of Planning and Development Services for more information about building code and permit requirements that may be applicable if alterations or additions to the residence are contemplated. The Police Department and Department of Planning and Development Services shall keep patient information confidential to the extent required by law.

(14) Additional requirements for garages and accessory buildings. The following additional requirements shall apply for personal use cultivation that occurs in a garage or accessory building: the garage or accessory building shall be secure, locked, and fully enclosed, with a ceiling, roof or top, and entirely opaque. The garage or building shall include a burglar alarm monitored by an alarm company or private security company. The garage or building, including all walls, doors, and the roof, shall be constructed with a firewall assembly of green board meeting the minimum building code requirements for residential structures and include material strong enough to prevent entry except through an open door.

(15) Posting of physician recommendation or identification card; posting of owner permission. A copy of a qualified patient physician recommendation or identification card shall be posted in a conspicuous place in the cultivation area for each patient residing in the residence that is cultivating medical marijuana. For rental properties, a copy of the owner's written authorization to cultivate marijuana shall be posted in the same manner.

(b) Collective or cooperative cultivation. The collective or cooperative cultivation of medical marijuana shall be prohibited in the City.

Section 5.22.04 Regulations applicable to the cultivation of recreational marijuana.

To the extent recreational marijuana use becomes legal under State law and the City is required to allow the cultivation of recreational marijuana under State law, the rules set forth herein shall apply. Nothing in this section shall be interpreted to permit commercial marijuana operations or marijuana dispensaries otherwise prohibited by this chapter.

(1) State law limits. The cultivation of recreational marijuana shall be subject to the limits set forth in any applicable State law.

(2) Compliance with medical marijuana personal use cultivation rules. All persons lawfully allowed to cultivate recreational use marijuana under State law shall be subject to the same rules, requirements, and limitations applicable to the personal use cultivation of medical marijuana set forth in this chapter.

Section 5.22.05 Regulations applicable to commercial marijuana operations, dispensaries, and deliveries.

(a) Commercial marijuana operations. Commercial marijuana operations as defined in section 5.22.02(d) are prohibited within the City.

(b) Dispensaries. Marijuana dispensaries as defined in Section 5.22.02(f) are prohibited within the City.

(c) Deliveries. The delivery of marijuana as defined in Section 5.22.02(e) is prohibited in the City regardless of whether the delivery is initiated within or outside of the City, and regardless of whether a technology platform is used for delivery by the dispensary.

(d) Exceptions. The following facilities providing medical marijuana to patients are not subject to the dispensary ban provided they are in strict compliance with Health and Safety Code sections 11362.5 and 11362.7 *et seq.*, and all other State and local laws pertaining the uses, including zoning, permitting, and licensing requirements:

- A clinic licensed pursuant to Chapter 1 (commencing with Section 1200) of Division 2 of the Health and Safety Code.
- A health care facility licensed pursuant to Chapter 2 (commencing with Section 1250) of Division 2 of the Health and Safety Code.
- A residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 (commencing with Section 1568.01) of Division 2 of the Health and Safety Code.
- A residential care facility for the elderly licensed pursuant to Chapter 3.2 (commencing with Section 1569) of Division 2 of the Health and Safety Code.
- A residential hospice, or a home health agency licensed pursuant to Chapter 8 (commencing with Section 1725) of Division 2 of the Health and Safety Code.

Section 5.22.06 Regulations Applicable to the Consumption of Marijuana

No person shall smoke, ingest, or otherwise consume marijuana or marijuana products, whether recreational or medical, in the City of Clovis unless such smoking, ingesting or consumption occurs entirely within a private residence. "Within a private residence" shall mean inside habitable areas and shall not include garages, whether attached or detached, and other accessory buildings unless those buildings are at all times fully enclosed during the consumption.

Medical marijuana may also be consumed within a clinic, health care facility, residential care facility, or residential hospice licensed pursuant to applicable provisions of the California Health and Safety Code.

All consumption shall be done in a manner so as to not cause a nuisance to nearby residents with noxious odors or other adverse health and safety impacts.

Section 5.22.06 Penalties and Enforcement

Violations of this Chapter for conduct that is not otherwise considered lawful under State law, shall be considered misdemeanors and are punishable in accordance with Chapter 1.2 of the Municipal Code. Each and every day, or portion thereof, a violation exists is a separate offense. The City may also pursue all applicable civil and administrative remedies, including but not limited to injunctive relief and administrative citations.

Should a court of competent jurisdiction subsequently determine that the criminal penalty provision renders this Chapter unlawful, the City intends that the misdemeanor provision be severable from the remaining penalty provisions and the City will only pursue non-criminal remedies for violations of this Chapter.

Section 5.22.07 Judicial Review

Judicial review of a decision made under this Chapter may be had by filing a petition for a writ of mandate with the superior court in accordance with the provisions of the California Code of Civil Procedure Section 1094.5. Any such petition shall be filed within ninety (90) days after the day the decision becomes

final as provided in California Code of Civil Procedure Section 1994.6, which shall be applicable for such actions.

SECTION 3: EFFECTIVE DATE.

This ordinance shall take effect and be in full force and effect from and after thirty (30) days after its final passage and adoption. Within fifteen (15) days after its adoption, the ordinance, or a summary of the ordinance, shall be published once in a newspaper of general circulation.

Approved: September 19, 2016

Mayor

City Clerk

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Clovis held on the 19th day of September 2016 and passed and adopted at a regular meeting of the City Council held on the _____, 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing ordinance is hereby approved this ____ day of _____ 2016.

City Clerk



AGENDA ITEM NO: 4-A

- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: September 19, 2016

SUBJECT: Consider – A Request for the City Council to take a position on California Proposition 57, Parole for Non-Violent Criminals and Juvenile Court Trial Requirement.

Councilmember Whalen will give an oral presentation on this item. Please direct questions to the City Manager's office at 559-324-2060.

REMCHO, JOHANSEN & PURCELL, LLP
ATTORNEYS AT LAW

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SAN LEANDRO, CA 94577
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FAX: (510) 346-6201
EMAIL: mprinzing@rjp.com
WEBSITE: www.rjp.com

SACRAMENTO PHONE: (916) 264-1818

Robin B. Johansen
James C. Harrison
Thomas A. Willis
Karen Getman
Margaret R. Prinzing
Andrew Harris Werbrock
Harry A. Berezin
Juan Carlos Ibarra

Joseph Remcho (1944-2003)
Kathleen J. Purcell (Ret.)

January 25, 2016

VIA MESSENGER

Office of the Attorney General
1300 "I" Street, 17th Floor
Sacramento, CA 95814

Attention: Ashley Johansson, Initiative Coordinator

RECEIVED

JAN 26 2016

INITIATIVE COORDINATOR
ATTORNEY GENERAL'S OFFICE

Re: *Submission of Amendment to Statewide Initiative Measure –
The Justice and Rehabilitation Act, No. 15-0121*

Dear Ms. Johansson:

As you know, I am one of the proponents of the proposed statewide initiative, "The Justice and Rehabilitation Act," No. 15-0121. I am enclosing the following documents:

- The amended text of "The Justice and Rehabilitation Act," No. 15-0121;
- A red-line version showing the changes made in the amended text; and
- Signed authorizations from each of the proponents for the submission of the amended text together with their requests that the Attorney General's Office prepare a circulating title and summary using the amended text.


Please continue to direct all inquiries or correspondence relative to this proposed initiative as indicated below:

Ashley Johansson
Initiative Coordinator
Office of the Attorney General
January 25, 2016
Page 2

Smart on Crime
c/o James C. Harrison
Margaret R. Prinzing
Harry A. Berezin
Remcho, Johansen & Purcell, LLP
201 Dolores Avenue
San Leandro, CA 94577
Phone: (510) 346-6200
Fax: (510) 346-6201

Thank you for your time and attention to this matter.

Sincerely,



Margaret R. Prinzing

MRP:NL
Enclosures
(00266157)

January 25, 2016

VIA MESSENGER

Office of the Attorney General
1300 "I" Street, 17th Floor
Sacramento, CA 95814

Attention: Ashley Johansson, Initiative Coordinator

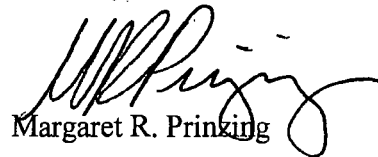
Re: *Submission of Amendment to The Justice and Rehabilitation Act, No. 15-0121, and
Request to Prepare Circulating Title and Summary*

Dear Ms. Johansson:

On December 22, 2015, I submitted a proposed statewide initiative titled "The Justice and Rehabilitation Act," No. 15-0121, and submitted a request that the Attorney General prepare a circulating title and summary pursuant to section 10(d) of Article II of the California Constitution.

Pursuant to Elections Code section 9002(b), I hereby submit timely amendments to the title and text of the Initiative. As one of the proponents of the initiative, I approve the submission of the amended text to the initiative and I declare that the amendment is reasonably germane to the theme, purpose, or subject of the initiative measure as originally proposed. I request that the Attorney General prepare a circulating title and summary using the amended language.

Sincerely,


Margaret R. Prinkling

Enclosures
(00266162)

January 25, 2016

VIA MESSENGER

Office of the Attorney General
1300 "I" Street, 17th Floor
Sacramento, CA 95814

Attention: Ashley Johansson, Initiative Coordinator

Re: *Submission of Amendment to The Justice and Rehabilitation Act, No. 15-0121, and
Request to Prepare Circulating Title and Summary*

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Pursuant to Elections Code section 9002(b), I hereby submit timely amendments to the title and text of the Initiative. As one of the proponents of the initiative, I approve the submission of the amended text to the initiative and I declare that the amendment is reasonably germane to the theme, purpose, or subject of the initiative measure as originally proposed. I request that the Attorney General prepare a circulating title and summary using the amended language.

Sincerely,



Harry Berezin

Enclosures
(00266171)

THE PUBLIC SAFETY AND REHABILITATION ACT OF 2016**SECTION 1. Title.**

This measure shall be known and may be cited as "The Public Safety and Rehabilitation Act of 2016."

SEC. 2. Purpose and Intent.

In enacting this Act, it is the purpose and intent of the people of the State of California to:

1. Protect and enhance public safety.
2. Save money by reducing wasteful spending on prisons.
3. Prevent federal courts from indiscriminately releasing prisoners.
4. Stop the revolving door of crime by emphasizing rehabilitation, especially for juveniles.
5. Require a judge, not a prosecutor, to decide whether juveniles should be tried in adult court.

SEC. 3. Section 32 is added to Article I of the California Constitution, to read:

SEC. 32. (a) The following provisions are hereby enacted to enhance public safety, improve rehabilitation, and avoid the release of prisoners by federal court order, notwithstanding anything in this article or any other provision of law:

(1) Parole consideration: Any person convicted of a non-violent felony offense and sentenced to state prison shall be eligible for parole consideration after completing the full term for his or her primary offense.

(A) For purposes of this section only, the full term for the primary offense means the longest term of imprisonment imposed by the court for any offense, excluding the imposition of an enhancement, consecutive sentence, or alternative sentence.

(2) Credit Earning: The Department of Corrections and Rehabilitation shall have authority to award credits earned for good behavior and approved rehabilitative or educational achievements.

(b) The Department of Corrections and Rehabilitation shall adopt regulations in furtherance of these provisions, and the Secretary of the Department of Corrections and Rehabilitation shall certify that these regulations protect and enhance public safety.

SEC. 4. Judicial Transfer Process.

Sections 602 and 707 of the Welfare and Institutions Code are hereby amended.

Section 602 of the Welfare and Institutions Code is amended to read:

602. (a) Except as provided in subdivision (b) ~~Section 707~~, any person who is under 18 years of age when he or she violates any law of this state or of the United States or any ordinance of any city or county of this state defining crime other than an ordinance establishing a curfew based

solely on age, is within the jurisdiction of the juvenile court, which may adjudge such person to be a ward of the court.

(b) Any person who is alleged, when he or she was 14 years of age or older, to have committed one of the following offenses shall be prosecuted under the general law in a court of criminal jurisdiction:

(1) Murder, as described in Section 187 of the Penal Code, if one of the circumstances enumerated in subdivision (a) of Section 190.2 of the Penal Code is alleged by the prosecutor, and the prosecutor alleges that the minor personally killed the victim.

(2) The following sex offenses, if the prosecutor alleges that the minor personally committed the offense, and if the prosecutor alleges one of the circumstances enumerated in the One Strike law, subdivision (d) or (e) of Section 667.61 of the Penal Code, applies:

(A) Rape, as described in paragraph (2) of subdivision (a) of Section 261 of the Penal Code.

(B) Spousal rape, as described in paragraph (1) of subdivision (a) of Section 262 of the Penal Code.

(C) Foreible sex offenses in concert with another, as described in Section 264.1 of the Penal Code.

(D) Forcible lewd and lascivious acts on a child under 14 years of age, as described in subdivision (b) of Section 288 of the Penal Code.

(E) Forcible sexual penetration, as described in subdivision (a) of Section 289 of the Penal Code.

(F) Sodomy or oral copulation in violation of Section 286 or 288a of the Penal Code, by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person.

(G) Lewd and lascivious acts on a child under 14 years of age, as defined in subdivision (a) of Section 288, unless the defendant qualifies for probation under subdivision (d) of Section 1203.066 of the Penal Code.

Section 707 of the Welfare and Institutions Code is amended to read:

707. (a)(1) In any case in which a minor is alleged to be a person described in subdivision (a) of Section 602 by reason of the violation, when he or she was 16 years of age or older, of any felony criminal statute, or ordinance except those listed in subdivision (b), or of an offense listed in subdivision (b) when he or she was 14 or 15 years of age, the District Attorney or other appropriate prosecuting officer may make a motion to transfer the minor from juvenile court to a court of criminal jurisdiction. Upon The motion of the petitioner must be made prior to the attachment of jeopardy. Upon such motion, the juvenile court shall cause order the probation officer to investigate and submit a report on the behavioral patterns and social history of the minor, being considered for a determination of unfitness. The report shall include any written or oral statement offered by the victim pursuant to Section 656.2.

(2) Following submission and consideration of the report, and of any other relevant evidence that the petitioner or the minor may wish to submit, the juvenile court shall decide whether the minor should be transferred to a court of criminal jurisdiction. In making its decision, the court shall consider the criteria specified in subparagraphs (A) to (E) below. If the court orders a transfer of jurisdiction, the court shall recite the basis for its decision in an order entered upon the minutes. In any case in which a hearing has been noticed pursuant to this section, the court shall postpone the taking of a plea to the petition until the conclusion of the transfer hearing, and no plea that may have been entered already shall constitute evidence at the hearing. ~~may find that the minor is not a fit and proper subject to be dealt with under the juvenile court law if it concludes that the minor would not be amenable to the care, treatment, and training program available through the facilities of the juvenile court, based upon an evaluation of the criteria specified in clause (i) of subparagraphs (A) to (E), inclusive:~~

(A)(i) The degree of criminal sophistication exhibited by the minor.

(ii) When evaluating the criterion specified in clause (i), the juvenile court may give weight to any relevant factor, including, but not limited to, the minor's age, maturity, intellectual capacity, and physical, mental, and emotional health at the time of the alleged offense, the minor's impetuosity or failure to appreciate risks and consequences of criminal behavior, the effect of familial, adult, or peer pressure on the minor's actions, and the effect of the minor's family and community environment and childhood trauma on the minor's criminal sophistication.

(B)(i) Whether the minor can be rehabilitated prior to the expiration of the juvenile court's jurisdiction.

(ii) When evaluating the criterion specified in clause (i), the juvenile court may give weight to any relevant factor, including, but not limited to, the minor's potential to grow and mature.

(C)(i) The minor's previous delinquent history.

(ii) When evaluating the criterion specified in clause (i), the juvenile court may give weight to any relevant factor, including, but not limited to, the seriousness of the minor's previous delinquent history and the effect of the minor's family and community environment and childhood trauma on the minor's previous delinquent behavior.

(D)(i) Success of previous attempts by the juvenile court to rehabilitate the minor.

(ii) When evaluating the criterion specified in clause (i), the juvenile court may give weight to any relevant factor, including, but not limited to, the adequacy of the services previously provided to address the minor's needs.

(E)(i) The circumstances and gravity of the offense alleged in the petition to have been committed by the minor.

(ii) When evaluating the criterion specified in clause (i), the juvenile court may give weight to any relevant factor, including but not limited to, the actual behavior of the person, the mental state of the person, the person's degree of involvement in the crime, the level of harm actually caused by the person, and the person's mental and emotional development.

A determination that the minor is not a fit and proper subject to be dealt with under the juvenile court law may be based on any one or a combination of the factors set forth above in clause (i) of subparagraphs (A) to (E), inclusive, which shall be recited in the order of unfitness. In any case in which a hearing has been noticed pursuant to this section, the court shall postpone the taking of a plea to the petition until the conclusion of the fitness hearing, and no plea that may have been entered already shall constitute evidence at the hearing.

(2)(A) This paragraph shall apply to a minor alleged to be a person described in Section 602 by reason of the violation, when he or she has attained 16 years of age, of any felony offense when the minor has been declared to be a ward of the court pursuant to Section 602 on one or more prior occasions if both of the following apply:

- (i) The minor has previously been found to have committed two or more felony offenses.
- (ii) The offenses upon which the prior petition or petitions were based were committed when the minor had attained 14 years of age.

(B) Upon motion of the petitioner made prior to the attachment of jeopardy the court shall cause the probation officer to investigate and submit a report on the behavioral patterns and social history of the minor being considered for a determination of unfitness. Following submission and consideration of the report, and of any other relevant evidence that the petitioner or the minor may wish to submit, the minor shall be presumed to be not a fit and proper subject to be dealt with under the juvenile court law unless the juvenile court concludes, based upon evidence, which evidence may be of extenuating or mitigating circumstances, that the minor would be amenable to the care, treatment, and training program available through the facilities of the juvenile court based upon an evaluation of the criteria specified in subclause (I) of clauses (i) to (v), inclusive:

(i)(I) The degree of criminal sophistication exhibited by the minor.

(II) When evaluating the criterion specified in subclause (I), the juvenile court may give weight to any relevant factor, including, but not limited to, the minor's age, maturity, intellectual capacity, and physical, mental, and emotional health at the time of the alleged offense, the minor's impetuosity or failure to appreciate risks and consequences of criminal behavior, the effect of familial, adult, or peer pressure on the minor's actions, and the effect of the minor's family and community environment and childhood trauma on the minor's criminal sophistication.

(ii)(I) Whether the minor can be rehabilitated prior to the expiration of the juvenile court's jurisdiction.

(II) When evaluating the criterion specified in subclause (I), the juvenile court may give weight to any relevant factor, including, but not limited to, the minor's potential to grow and mature.

(iii)(I) The minor's previous delinquent history.

(II) When evaluating the criterion specified in subclause (I), the juvenile court may give weight to any relevant factor, including, but not limited to, the seriousness of the minor's previous

delinquent history and the effect of the minor's family and community environment and childhood trauma on the minor's previous delinquent behavior.

(iv)(I) Success of previous attempts by the juvenile court to rehabilitate the minor.

(II) When evaluating the criterion specified in subclause (I), the juvenile court may give weight to any relevant factor, including, but not limited to, the adequacy of the services previously provided to address the minor's needs.

(v)(I) The circumstances and gravity of the offense alleged in the petition to have been committed by the minor.

(II) When evaluating the criterion specified in subclause (I), the juvenile court may give weight to any relevant factor, including, but not limited to, the actual behavior of the person, the mental state of the person, the person's degree of involvement in the crime, the level of harm actually caused by the person, and the person's mental and emotional development.

A determination that the minor is a fit and proper subject to be dealt with under the juvenile court law shall be based on a finding of amenability after consideration of the criteria set forth in subclause (I) of clauses (i) to (v), inclusive, and findings therefore recited in the order as to each of the those criteria that the minor is fit and proper under each and every one of those criteria. In making a finding of fitness, the court may consider extenuating and mitigating circumstances in evaluating each of those criteria. In any case in which the hearing has been noticed pursuant to this section, the court shall postpone the taking of a plea to the petition until the conclusion of the fitness hearing and no plea that may have been entered already shall constitute evidence at the hearing. If the minor is found to be a fit and proper subject to be dealt with under the juvenile court law pursuant to this subdivision, the minor shall be committed to placement in a juvenile hall, ranch camp, forestry camp, boot camp, or secure juvenile home pursuant to Section 730, or in any institution operated by the Department of Corrections and Rehabilitation, Division of Juvenile Facilities.

(3) If, pursuant to this subdivision, the minor is found to be not a fit and proper subject for juvenile court treatment and is tried in a court of criminal jurisdiction and found guilty by the trier of fact, the judge may commit the minor to the Department of Corrections and Rehabilitation, Division of Juvenile Facilities, in lieu of sentencing the minor to the state prison, unless the limitations specified in Section 1732.6 apply.

(b) Subdivision (e) (a) shall be applicable in any case in which a minor is alleged to be a person described in Section 602 by reason of the violation of one of the following offenses when he or she was 14 or 15 years of age:

(1) Murder.

(2) Arson, as provided in subdivision (a) or (b) of Section 451 of the Penal Code.

(3) Robbery.

(4) Rape with force, violence, or threat of great bodily harm.

- (5) Sodomy by force, violence, duress, menace, or threat of great bodily harm.
- (6) A lewd or lascivious act as provided in subdivision (b) of Section 288 of the Penal Code.
- (7) Oral copulation by force, violence, duress, menace, or threat of great bodily harm.
- (8) An offense specified in subdivision (a) of Section 289 of the Penal Code.
- (9) Kidnapping for ransom.
- (10) Kidnapping for purposes of robbery.
- (11) Kidnapping with bodily harm.
- (12) Attempted murder.
- (13) Assault with a firearm or destructive device.
- (14) Assault by any means of force likely to produce great bodily injury.
- (15) Discharge of a firearm into an inhabited or occupied building.
- (16) An offense described in Section 1203.09 of the Penal Code.
- (17) An offense described in Section 12022.5 or 12022.53 of the Penal Code.
- (18) A felony offense in which the minor personally used a weapon described in any provision listed in Section 16590 of the Penal Code.
- (19) A felony offense described in Section 136.1 or 137 of the Penal Code.
- (20) Manufacturing, compounding, or selling one-half ounce or more of a salt or solution of a controlled substance specified in subdivision (e) of Section 11055 of the Health and Safety Code.
- (21) A violent felony, as defined in subdivision (c) of Section 667.5 of the Penal Code, which also would constitute a felony violation of subdivision (b) of Section 186.22 of the Penal Code.
- (22) Escape, by the use of force or violence, from a county juvenile hall, home, ranch, camp, or forestry camp in violation of subdivision (b) of Section 871 if great bodily injury is intentionally inflicted upon an employee of the juvenile facility during the commission of the escape.
- (23) Torture as described in Sections 206 and 206.1 of the Penal Code.
- (24) Aggravated mayhem, as described in Section 205 of the Penal Code.
- (25) Carjacking, as described in Section 215 of the Penal Code, while armed with a dangerous or deadly weapon.

(26) Kidnapping for purposes of sexual assault, as punishable in subdivision (b) of Section 209 of the Penal Code.

(27) Kidnapping as punishable in Section 209.5 of the Penal Code.

(28) The offense described in subdivision (c) of Section 26100 of the Penal Code.

(29) The offense described in Section 18745 of the Penal Code.

(30) Voluntary manslaughter, as described in subdivision (a) of Section 192 of the Penal Code.

~~(e) With regard to a minor alleged to be a person described in Section 602 by reason of the violation, when he or she was 14 years of age or older, of any of the offenses listed in subdivision (b), upon motion of the petitioner made prior to the attachment of jeopardy the court shall cause the probation officer to investigate and submit a report on the behavioral patterns and social history of the minor being considered for a determination of unfitness. Following submission and consideration of the report, and of any other relevant evidence that the petitioner or the minor may wish to submit, the minor shall be presumed to be not a fit and proper subject to be dealt with under the juvenile court law unless the juvenile court concludes, based upon evidence, which evidence may be of extenuating or mitigating circumstances, that the minor would be amenable to the care, treatment, and training program available through the facilities of the juvenile court based upon an evaluation of each of the following criteria specified in subparagraph (A) of paragraphs (1) to (5), inclusive:~~

~~(1)(A) The degree of criminal sophistication exhibited by the minor.~~

~~(B) When evaluating the criterion specified in subparagraph (A), the juvenile court may give weight to any relevant factor, including, but not limited to, the minor's age, maturity, intellectual capacity, and physical, mental, and emotional health at the time of the alleged offense, the minor's impetuosity or failure to appreciate risks and consequences of criminal behavior, the effect of familial, adult, or peer pressure on the minor's actions, and the effect of the minor's family and community environment and childhood trauma on the minor's criminal sophistication.~~

~~(2)(A) Whether the minor can be rehabilitated prior to the expiration of the juvenile court's jurisdiction.~~

~~(B) When evaluating the criterion specified in subparagraph (A), the juvenile court may give weight to any relevant factor, including, but not limited to, the minor's potential to grow and mature.~~

~~(3)(A) The minor's previous delinquent history.~~

~~(B) When evaluating the criterion specified in subparagraph (A), the juvenile court may give weight to any relevant factor, including, but not limited to, the seriousness of the minor's previous delinquent history and the effect of the minor's family and community environment and childhood trauma on the minor's previous delinquent behavior.~~

~~(4)(A) Success of previous attempts by the juvenile court to rehabilitate the minor.~~

~~(B) When evaluating the criterion specified in subparagraph (A), the juvenile court may give weight to any relevant factor, including, but not limited to, the adequacy of the services previously provided to address the minor's needs.~~

~~(5)(A) The circumstances and gravity of the offenses alleged in the petition to have been committed by the minor.~~

~~(B) When evaluating the criterion specified in subparagraph (A), the juvenile court may give weight to any relevant factor, including, but not limited to, the actual behavior of the person, the mental state of the person, the person's degree of involvement in the crime, the level of harm actually caused by the person, and the person's mental and emotional development.~~

A determination that the minor is a fit and proper subject to be dealt with under the juvenile court law shall be based on a finding of amenability after consideration of the criteria set forth in subparagraph (A) of paragraphs (1) to (5), inclusive, and findings therefore recited in the order as to each of those criteria that the minor is fit and proper under each and every one of those criteria. In making a finding of fitness, the court may consider extenuating or mitigating circumstances in evaluating each of those criteria. In any case in which a hearing has been noticed pursuant to this section, the court shall postpone the taking of a plea to the petition until the conclusion of the fitness hearing and no plea which may have been entered already shall constitute evidence at the hearing. If, pursuant to this subdivision, the minor is found to be not a fit and proper subject for juvenile court treatment and is tried in a court of criminal jurisdiction and found guilty by the trier of fact, the judge may commit the minor to the Department of Corrections and Rehabilitation, Division of Juvenile Facilities, in lieu of sentencing the minor to the state prison, unless the limitations specified in Section 1732.6 apply.

~~(d) (1) Except as provided in subdivision (b) of Section 602, the district attorney or other appropriate prosecuting officer may file an accusatory pleading in a court of criminal jurisdiction against any minor 16 years of age or older who is accused of committing an offense enumerated in subdivision (b).~~

~~(2) Except as provided in subdivision (b) of Section 602, the district attorney or other appropriate prosecuting officer may file an accusatory pleading against a minor 14 years of age or older in a court of criminal jurisdiction in any case in which any one or more of the following circumstances apply:~~

~~(A) The minor is alleged to have committed an offense that if committed by an adult would be punishable by death or imprisonment in the state prison for life.~~

~~(B) The minor is alleged to have personally used a firearm during the commission or attempted commission of a felony, as described in Section 12022.5 or 12022.53 of the Penal Code.~~

~~(C) The minor is alleged to have committed an offense listed in subdivision (b) in which any one or more of the following circumstances apply:~~

(i) The minor has previously been found to be a person described in Section 602 by reason of the commission of an offense listed in subdivision (b).

(ii) The offense was committed for the benefit of, at the direction of, or in association with any criminal street gang, as defined in subdivision (f) of Section 186.22 of the Penal Code, with the specific intent to promote, further, or assist in criminal conduct by gang members.

(iii) The offense was committed for the purpose of intimidating or interfering with any other person's free exercise or enjoyment of a right secured to him or her by the Constitution or laws of this state or by the Constitution or laws of the United States and because of the other person's race, color, religion, ancestry, national origin, disability, gender, or sexual orientation, or because the minor perceives that the other person has one or more of those characteristics, as described in Title 11.6 (commencing with Section 422.55) of Part 1 of the Penal Code.

(iv) The victim of the offense was 65 years of age or older, or blind, deaf, quadriplegic, paraplegic, developmentally disabled, or confined to a wheelchair, and that disability was known or reasonably should have been known to the minor at the time of the commission of the offense.

(3) Except as provided in subdivision (b) of Section 602, the district attorney or other appropriate prosecuting officer may file an accusatory pleading in a court of criminal jurisdiction against any minor 16 years of age or older who is accused of committing one or more of the following offenses, if the minor has previously been found to be a person described in Section 602 by reason of the violation of a felony offense, when he or she was 14 years of age or older:

(A) A felony offense in which it is alleged that the victim of the offense was 65 years of age or older, or blind, deaf, quadriplegic, paraplegic, developmentally disabled, or confined to a wheelchair, and that disability was known or reasonably should have been known to the minor at the time of the commission of the offense.

(B) A felony offense committed for the purposes of intimidating or interfering with any other person's free exercise or enjoyment of a right secured to him or her by the Constitution or laws of this state or by the Constitution or laws of the United States and because of the other person's race, color, religion, ancestry, national origin, disability, gender, or sexual orientation, or because the minor perceived that the other person had one or more of those characteristics, as described in Title 11.6 (commencing with Section 422.55) of Part 1 of the Penal Code.

(C) The offense was committed for the benefit of, at the direction of, or in association with any criminal street gang as prohibited by Section 186.22 of the Penal Code.

(4) In any case in which the district attorney or other appropriate prosecuting officer has filed an accusatory pleading against a minor in a court of criminal jurisdiction pursuant to this subdivision, the case shall then proceed according to the laws applicable to a criminal case. In conjunction with the preliminary hearing as provided in Section 738 of the Penal Code, the magistrate shall make a finding that reasonable cause exists to believe that the minor comes within this subdivision. If reasonable cause is not established, the criminal court shall transfer the case to the juvenile court having jurisdiction over the matter.

(5) For an offense for which the prosecutor may file the accusatory pleading in a court of criminal jurisdiction pursuant to this subdivision, but elects instead to file a petition in the juvenile court, if the minor is subsequently found to be a person described in subdivision (a) of Section 602, the minor shall be committed to placement in a juvenile hall, ranch camp, forestry camp, boot camp, or secure juvenile home pursuant to Section 730, or in any institution operated by the Department of Corrections and Rehabilitation, Division of Juvenile Facilities.

(6) If, pursuant to this subdivision, the minor is found to be not a fit and proper subject for juvenile court treatment and is tried in a court of criminal jurisdiction and found guilty by the trier of fact, the judge may commit the minor to the Department of Corrections and Rehabilitation, Division of Juvenile Facilities, in lieu of sentencing the minor to the state prison, unless the limitations specified in Section 1732.6 apply.

(e) A report submitted by a probation officer pursuant to this section regarding the behavioral patterns and social history of the minor being considered for a determination of unfitness shall include any written or oral statement offered by the victim, the victim's parent or guardian if the victim is a minor, or if the victim has died, the victim's next of kin, as authorized by subdivision (b) of Section 656.2. Victims' statements shall be considered by the court to the extent they are relevant to the court's determination of unfitness.

SEC. 5. Amendment.

This Act shall be broadly construed to accomplish its purposes. The provisions of Section 4 of this measure may be amended so long as such amendments are consistent with and further the intent of this Act by a statute that is passed by a majority vote of the members of each house of the Legislature and signed by the Governor.

SEC. 6. Severability.

If any provision of this measure, or part of this measure, or the application of any provision or part to any person or circumstances, is for any reason held to be invalid, the remaining provisions, or applications of provisions, shall not be affected, but shall remain in full force and effect, and to this end the provisions of this measure are severable.

SEC. 7. Conflicting Initiatives.

(a) In the event that this measure and another measure addressing credits and parole eligibility for state prisoners or adult court prosecution for juvenile defendants shall appear on the same statewide ballot, the provisions of the other measure or measures shall be deemed to be in conflict with this measure. In the event that this measure receives a greater number of affirmative votes than a measure deemed to be in conflict with it, the provisions of this measure shall prevail in their entirety, and the other measure or measures shall be null and void.

(b) If this measure is approved by voters but superseded by law by any other conflicting measure approved by voters at the same election, and the conflicting ballot measure is later held invalid, this measure shall be self-executing and given full force and effect.

SEC. 8. Proponent Standing.

Notwithstanding any other provision of law, if the State, government agency, or any of its officials fail to defend the constitutionality of this act, following its approval by the voters, any other government employer, the proponent, or in their absence, any citizen of this State shall have the authority to intervene in any court action challenging the constitutionality of this act for the purpose of defending its constitutionality, whether such action is in any trial court, on appeal, or on discretionary review by the Supreme Court of California and/or the Supreme Court of the United States. The reasonable fees and costs of defending the action shall be a charge on funds appropriated to the Department of Justice, which shall be satisfied promptly:

SEC. 9. Liberal Construction.

This Act shall be liberally construed to effectuate its purposes.



AGENDA ITEM NO: **4-B-1**

City Manager: *AA*

CITY OF CLOVIS MEMORANDUM

TO: Mayor and City Council

FROM: Administration

DATE: September 19, 2016

SUBJECT: For the City Council to provide direction on a request by the City of Fresno to Amend Measure "C" Amendment #1 to allocate \$600,000 to fund Two-Year Purchase Option contracts on approximately 190 acres of the proposed California High Speed Rail Heavy Maintenance Facility (HMF) site.

ATTACHMENTS: (A) Fresno County of Governments Report

On Friday, September 9, 2016, the Fresno Council of Governments (COG) Transportation Technical Committee (TTC) and the Policy Advisory Committee (PAC) approved the request below from the City of Fresno. At the PAC meeting, the City of Clovis abstained on the item because it had not been reviewed by Clovis City Council. It is recommended that council provide direction to the voting members in preparation for the September 29, 2016 COG Board / FCRTA meeting.

Request by the City of Fresno to Amend Measure "C" Amendment #1 to Allocate \$600,000 to fund Two-Year Purchase Option Contracts on Approximately 190 Acres of the Proposed California High Speed Rail Heavy Maintenance Facility (HMF) site

Summary: The City of Fresno has officially requested (see attachment) that Fresno COG initiate a Measure "C" Plan Amendment to allocate \$450,000 to be used to purchase two-year purchase option contracts needed to secure and control approximately 190 acres at the proposed Heavy Maintenance Facility (HMF) site as identified by the Fresno Works group (see attached exhibit). In addition to the \$450,000 to purchase option contracts, an additional \$150,000 in funding is being requested to be used to conduct environmental, historical, and geo-technical studies on the properties should they be needed, to ensure that the site is ready in advance of construction. The two combined components would total \$600,000. The two-year land sale options will

allow for the control of the site, allow for any unforeseen potential delays on the exercise of the options, and are assignable to the California High Speed Rail Authority (CHSRA) or whatever entity the CHSRA designates to build the HMF.

In terms of process, in order for Measure "C" to be amended, it requires approval by both the Fresno Council of Governments Policy Board and the Fresno County Transportation Authority (FCTA) Board. This Measure "C" Amendment request hereafter known as Amendment #3 will technically be an amendment to Measure "C" Amendment #1 (attached) which originally set aside the \$25 million for the High Speed Rail Heavy Maintenance Facility. The need for an amendment to Amendment #1 is because Amendment #1 states specifically that no Measure "C" funding can be expended "*prior*" to Fresno County being awarded the HSR Heavy Maintenance Facility. That being the case, in order for Fresno to access those funds "*before*" the CHSRA makes its decision on the Heavy Maintenance Facility, a new amendment is required.

As stated in the City of Fresno's letter, several months ago they hired Continental Field Services (CFS), the right-of-way land acquisition specialists used by the CHSRA to acquire right-of-way and to negotiate land purchases and option contracts. The proposed site under consideration contains a total of twelve (12) privately owned parcels that are held by nine (9) different owners. Fresno states that CFS has met with all of the property owners and is finalizing the price for two-year purchase option contracts for all of the properties. Fresno anticipates that the total cost for land sale options on the entire site is estimated to be no more than \$450,000 and would position the Fresno region to be highly competitive when compared to other sites under consideration.

As addressed in Fresno's request letter to Fresno COG, of the sites competing for the HMF, it appears that six (6) sites are owned by a single property owner or developer and of those six (6) sites at least four (4) have indicated that the owner would donate the site or have the capacity to give the CHSRA the total property in an effort to bring the HMF to their location. From a competitive standpoint, single property ownership and/or the potential for the land to be donated gives those sites a great advantage in terms of the CHSRA HMF selection process. Fresno's letter also cites earlier discussions with CHSRA representatives and open discussion with the CHSRA Board of Directors where gaining control of the site was deemed imperative in terms of Fresno ultimately being chosen for the HMF.

Pursuant to its role under Measure "C", Fresno COG staff has scheduled a meeting with the Measure "C" Citizens Oversight Committee (September 8, 2016) to solicit their input on the proposed amendment and is in the process of scheduling several public meetings to gain public input on the proposed amendment as well.

Information/Action: Policy Board approval of Measure "C" Amendment #3 will require the approval of Resolution 2016-34.



BRUCE RUDD
City Manager

August 30, 2016

Mr. Tony Boren
Executive Director
Fresno Council of Governments
2035 Tulare, Suite #201
Fresno, CA 93721

Dear Tony:

Per our recent discussions, the City of Fresno hereby requests that the County of Fresno Council of Governments (CFCOG) place an action item on the next TTC and PAC, scheduled for September 9, 2016, to recommend amending the 1st Amendment to Measure "C" that set aside \$25 million dollars as an incentive for the acquisition and infrastructure build-out of the California High Speed Rail Authority (CHSRA) Heavy Maintenance Facility (HMF). We specifically request that the 1st Amendment be modified to allocate up to \$600,000 that would be used to fund two-year purchase option contracts needed to secure and control approximately 190 acres at the proposed HMF site as well as conduct environmental, historical, and geo-technical studies on the properties so to ensure that the site is ready in advance of construction.

Several months ago, the City of Fresno hired Continental Field Services (CFS), the right-of-way land acquisition specialists used by the CHSRA to acquire the right-of-way, to negotiate land purchase prices and two-year land sale option contracts. CFS was directed to focus their efforts on the property south of American Avenue and north of Clayton, between the HSR main track and Cedar Avenue. The total site is approximately 191 acres. The two-year land sale options will allow for the control of the site for a minimal investment, allow for any unforeseen potential delays on the exercise of the options, and are assignable to the HSRA or whatever entity HSRA designates to build the HMF.

The site has a total of twelve (12) privately owned parcels that are held by nine different owners. CFS has met with all of the property owners and is finalizing the price for two-year purchase option contracts for all the properties. The total cost for land sale options on the entire site is estimated to be no more than \$450,000 and would position the Fresno area to be highly competitive when compared to other sites under consideration. In addition to the purchase options, it is recommended that CFCOG and FCTA allocate up to \$150,000 to be used to conduct Phase 1 and Phase 2 environmental studies as well as historical resource and geotechnical studies for the entire site.

As you are aware, the CHSRA has been made slow but deliberate progress in the design and planning of the HMF and have hired a special consultant from the United Kingdom for the design and operation of the HMF. In addition, the CHSRA has been receiving presentations from delegations from the nine (9) other competing sites located in Merced, Kern, Tulare and Madera Counties. Most recently, members of the Madera County Board of Supervisors and Council Members from the City of Madera traveled to

Mr. Tony Boren
August 30, 2016
Page 2

Sacramento to address the Authority's Board of Directors making the case for location of the HMF in Madera County.

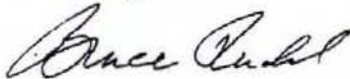
Of the sites competing for the HMF, it appears that six (6) sites are owned by a single property owner or developer and of those six (6) sites a least four (4) have indicated that owner would donate the site or have the capacity to give the HSRA the total property in an effort to bring the HMF to their location. The single property ownership and/or the potential for the land to be donated, gives those sites a tremendous competitive advantage in the HSRA selection process.

In previous discussions with the CHSRA representatives, it has been made clear that in order for the Fresno site to be seriously considered that gaining control over the property is imperative. In fact, comments from the CHSRA Board of Directors in open session have clearly indicated that control of the site will be a major factor in deciding which site is ultimately selected for the facility.

Therefore, given the economic benefits that locating the HMF would provide to this region, we are requesting consideration of this proposal by the TTC and PAC and a recommendation for approval by the CFCOG Board.

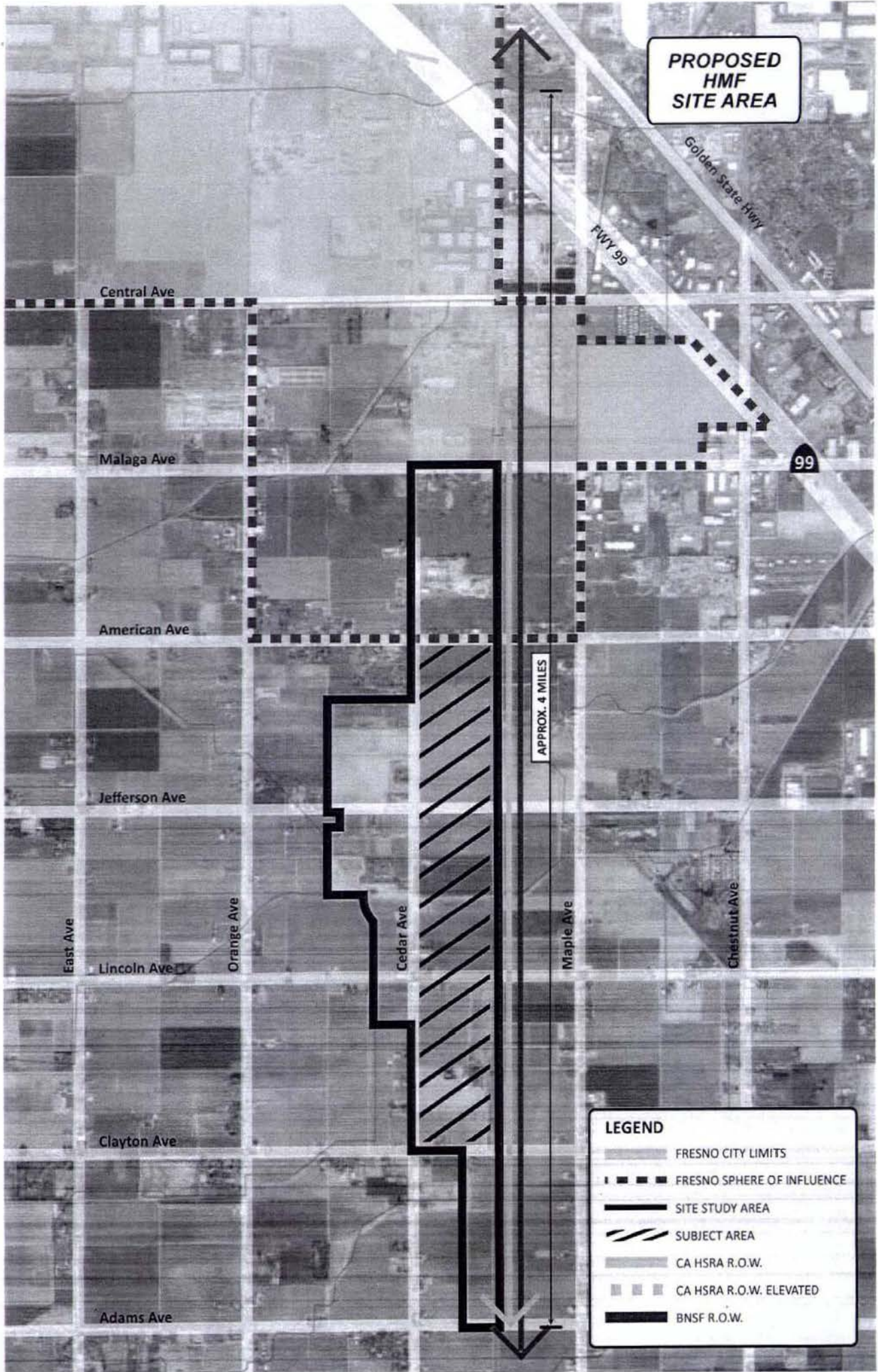
Thank for your assistance in this matter and if you have any questions, please feel free to contact me at (559) 621-7785.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bruce Rudd".

Bruce Rudd

City Manager
City of Fresno



BEFORE THE
FRESNO COUNCIL OF GOVERNMENTS
RESOLUTION NO. 2016-34

IN THE MATTER OF:

MEASURE C AMENDMENT #3

RESOLUTION OF APPROVAL TO
ALLOCATE AN AMOUNT NOT TO
EXCEED \$600,000 FROM THE
MEASURE "C" HIGH SPEED RAIL
PROGRAM TO THE CITY OF
FRESNO FOR PURCHASING
OPTIONS AND PRELIMINARY
STUDIES

WHEREAS, The November 7, 2006 Measure "C" Ballot Measure that was approved by voters created a Rail Consolidation Program funded by Measure "C" sales taxes; and

WHEREAS, The Fresno COG Policy Board and the Fresno County Transportation Authority Board approved Amendment #1 to the Measure "C" Expenditure Plan in 2010 which authorized \$25 million be reallocated from the Rail Consolidation Program to a High Speed Rail Program subsequent to Fresno County being designated by the California High Speed Rail Authority (CHSRA) as the designated High Speed Rail Heavy Maintenance station; and

WHEREAS, the City of Fresno represents that discussions with CHSRA representatives make it clear that control of the site will be a major factor in the High Speed Rail Heavy Maintenance Station site selection process; and

WHEREAS, the City of Fresno has hired right of way specialists Continental Field Services (CFS) to negotiate land prices and two-year land sale option contracts transferable to the CHSRA should Fresno be designated as the High Speed Rail Heavy Maintenance Facility; and

WHEREAS, the City of Fresno also wishes to conduct Phase I and Phase 2 environmental studies as well as historical resource and geotechnical studies for the entire site if required; and

WHEREAS, the City of Fresno requests Amendment #3 to the Measure "C" Expenditure Plan allow the cost of the land sale options and environmental studies to be reimbursed from Measure "C" prior to the CHSR designating Fresno as the High Speed Rail Heavy Maintenance Facility location.

NOW, THEREFORE BE IT RESOLVED, notwithstanding any provision contained in Amendment #1 and subject to concurrence by the Fresno County Transportation Authority, The Fresno Council of Governments, by approving Amendment #3 to the Measure "C" Expenditure Plan, is authorizing the Fresno County Transportation Authority to transfer an amount not to exceed \$600,000 from the Rail Consolidation Program to the High Speed Rail Program prior to the CHSRA designation of the High Speed Rail Heavy Maintenance Facility, so agreements can be executed to reimburse the City of Fresno for the cost of purchasing land options and performing preliminary studies regarding the proposed Heavy Rail Maintenance Facility.

THE FOREGOING RESOLUTION was passed and adopted by the Fresno Council of Governments this 29th day of September 2016.

AYES:

NOES:

ABSTAIN:

ABSENT:

Signed _____
Amarpreet Dhaliwal, Chairman

ATTEST:

I hereby certify that the foregoing is a true copy of a resolution of the Fresno Council of Governments adopted at a duly noticed public hearing thereof on the 29th day of September 2016.

Signed _____
Tony Boren, Executive Director