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.

October 3, 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 Ashbeck

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. Personnel Announcement – City Manager. (Mayor Magsig)

2. CLOSED SESSION

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

3. ADMINISTRATIVE ITEMS

A. ADMINISTRATION (City Manager, City Clerk, Finance)

1. Consider Approval – Appointment to Personnel Commission. (Staff: R. Ford)

2. Conduct the Public Hearing as required for purposes of Section 147(f) of the Internal Revenue Code of 1986 (Tax Equity and Fiscal Responsibility Act ("TEFRA")) in connection with the proposed Issuance of bonds by Millennium Housing of California with respect to the Woods Mobile Home Park (1001 Sylmar Avenue, Clovis, CA, 93612); and Approval - Res. 16-___, Authorizing, and Directing Execution of an Associate Membership Agreement with the Independent Cities Finance Authority. (Staff: J. Schengel)

4. CITY MANAGER COMMENTS

5. COUNCIL ITEMS

A. Council Comments

6. CLOSED SESSION

D. Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
Agency Designated Representatives: R. Woolley, R. Ford, L. Shively
Employee Organization: Clovis Police Officers Association, Clovis Fire Fighters Association, Clovis Employees Association, Clovis Public Works Employees Association, Clovis Public Safety Support Association, Clovis Professional and Technical Employees Association, Clovis Transit Employees Bargaining Unit, Clovis Technical and Financial Professionals, Unrepresented Management Employees

E. Government Code Section 54956.9(a)
CONFERENCE WITH LEGAL COUNCIL- EXISTING LITIGATION
Workers Compensation Case in Regards to: Sandra Wolfe

ADJOURNMENT

Meetings and Key Issues			
Oct. 10, 2016 (Mon.)	6:00 P.M.	Joint Meeting with CUSD	Council Chamber
Oct. 17, 2016 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Oct. 24, 2016 (Mon.)	6:00 P.M.	Regular Meeting (To Be Added)	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 19, 2016 Council meeting.
2) Adopt – Ord. 16-23, 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.

B. ADMINISTRATION

1) Approval - Closure of City Administrative Offices for In-Service Day on Columbus Day, October 10, 2016.
2) Approval – Change of Council Meeting Schedule.

C. COMMUNITY AND ECONOMIC DEVELOPMENT

1) Approval – FY 2016-17 Agreement between the City of Clovis and the Economic Development Corporation Serving Fresno County.
2) Approval – Fourth Amendment to Disposition and Development Agreement between the City of Clovis and Innovative Development and Living Solutions of California.

D. FINANCE

1) Approval - Res. 16-___, Approving the 2016-2017 Local Transportation Fund Claim to the Council of Fresno County Governments.
2) Approval – Res. 16-___, Amending the 2016-17 Budget to reappropriate carryover funding from the 2015-16 budget.
3) Approval - Res. 16-___, A Resolution of the City Council of the City of Clovis Approving, Authorizing, and Directing the Execution and Delivery of the Agreement to Terminate the Central California Joint Powers Health Financing Authority Between the City of Fresno and the City of Clovis.

E. GENERAL SERVICES

1) Approval - Res. 16-___, Authorizing Amendment of the City's Classification Plan and the Facilities Maintenance Supervisor Classification.
2) Approval – Res. 16-___, Authorizing Amendments to the Community Service Officer Classification; and Approval – Res. 16-___, Authorizing Amendments to the Police Service Officer Classification; and Approval – Res. 16-___, Authorizing Amendments to the City's FY16-17 Position Allocation Plan in the Police Department by adding one (1) Police Service Officer Position and deleting one (1) Community Service Officer Position.
3) Approval – Res. 16-____, Amending the City's Compensation Plan to Adopt a New Salary Range for the City Manager effective January 1, 2017.

F. PLANNING AND DEVELOPMENT SERVICES

1) Approval – Res. 16-___, Final Map for Tract 6147, located at the southeast area of Gettysburg and Armstrong Avenues (De Young Properties 6147, L.P., a California Partnership, De Young Properties).

2) Approval – Res. 16-___, Annexation of Proposed Tract 6147, located at the southeast area of Gettysburg and Armstrong Avenues, to the Landscape Maintenance District No. 1 of the City of Clovis (De Young Properties 6147, L.P., a California Partnership, De Young Properties).

3) Approval – Rejection of all bids for CIP 15-22, Fire Station 3 Fencing and Camera System.

G. PUBLIC SAFETY

1) No items.

H. PUBLIC UTILITIES

1) No items.

I. REDEVELOPMENT SUCCESSOR AGENCY

1) No items.

CLOVIS CITY COUNCIL MEETING

September 19, 2016 **6:00 P.M.** **Council Chamber**

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

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.

6:03 - CONSENT CALENDAR

Motion by Councilmember Ashbeck, seconded by Councilmember Flores, that the items on the Consent Calendar be approved, including the waiver of the reading of the ordinance. Motion carried by unanimous vote.

A1) Approved - Minutes for the September 12, 2016 Council meeting.
A2) Adopted – **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)
A3) Adopted – **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)
A4) Adopted – **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)
A5) Adopted – **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)
C1) Approved – 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.
G1) Received and Filed - Police Department Report for the month of June 2016.

6:04 ITEM 1A - APPROVED - RES. 16-134, 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.

Management Analyst Ryan Burnett presented a report on a 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. 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 Necessary be approved by a vote of two-third of all the members of the City Council.

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 approve Resolution 16-134, a 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. Motion carried by unanimous vote.

6:11 ITEM 1B - APPROVED – **RES. 16-135**, ADOPTION OF THE CITY OF CLOVIS 2015-16 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR EXPENDITURE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS.

Housing Coordinator Heidi Crabtree presented a report on the adoption of the City of Clovis 2015-16 Consolidated Annual Performance and Evaluation Report (CAPER) for expenditure of Community Development Block Grant Funds. 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. 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. Heidi Crabtree provided an overview of the CAPER.

There being no public comment, Mayor Magsig closed the public portion. Discussion by the Council.

Motion by Councilmember Ashbeck, seconded by Councilmember Whalen, for the Council to approve **Resolution 16-135**, adopting the City of Clovis 2015-16 Consolidated Annual Performance and Evaluation Report (CAPER) for expenditure of Community Development Block Grant Funds. Motion carried by unanimous vote.

6:22 ITEM 2A1 - APPROVED – AUTHORIZING 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

Housing Coordinator Heidi Crabtree presented a report on a request to 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. 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.

Matthew Grundy, Habitat for Humanity CEO, and Randy Kammerer, Board Chairman, commented on and spoke in support of the project. Discussion by the Council.

Motion by Councilmember Ashbeck, seconded by Councilmember Whalen, for the Council to 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. Motion carried by unanimous vote.

6:34 ITEM 2B1 - APPROVED INTRODUCTION – **ORD. 16-23**, 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

Police Lieutenant Curt Fleming presented a report on a request to approve the introduction of an ordinance amending Chapter 5.22, of Title 5, of the Clovis Municipal Code Pertaining to Medical and Recreational Marijuana. 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.

There being no public comment, Mayor Magsig closed the public portion. Discussion by the Council.

Motion by Councilmember Armstrong, seconded by Councilmember Ashbeck, for the Council to approve the introduction of an Ordinance Amending Chapter 5.22, of Title 5, of the Clovis Municipal Code Pertaining to Medical and Recreational Marijuana. Motion carried by unanimous vote.

6:44 ITEM 4A - APPROVED – A REQUEST FOR THE CITY COUNCIL TO TAKE A POSITION ON CALIFORNIA PROPOSITION 57, PAROLE FOR NON-VIOLENT CRIMINALS AND JUVENILE COURT TRIAL REQUIREMENTS

Councilmember Bob Whalen presented a report on a request for the City Council to take a position on California Proposition 57, Parole for Non-Violent Criminals and Juvenile Court Trial Requirements. Bob Whalen provided an overview of the proposed legislation and reasons why the council should oppose.

Blake Gunderson, Fresno County District Attorney's office, commented on and spoke in support of having Council oppose Proposition 57. Discussion by the Council.

Motion by Councilmember Whalen, seconded by Councilmember Flores, for the Council to approve **Resolution 16-136**, opposing California Proposition 57, Parole for Non-Violent Criminals and Juvenile Court Trial Requirements. Motion carried by unanimous vote.

6:54 ITEM 4B1 – CONSIDERED - 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

Assistant City Manager John Holt presented a report and requested 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. On Friday, September 9, 2016, the Fresno Council of Governments (COG) Transportation Technical Committee (TTC) and the Policy Advisory Committee (PAC) approved the request 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. The City of Fresno has officially requested 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.

There being no public comment, Mayor Magsig closed the public portion. Discussion by the Council.

It was the consensus of City Council, with Councilmember Armstrong dissenting, to provide direction to the voting members to support the request.

7:05 ITEM 4C - COUNCIL COMMENTS

Councilmember Flores commented on the recent passing of Jonny Gonzalez family who was a local musician and a big part of Clovis' history.

Mayor Magsig commented on events he attended over the past week recognizing Mexico's Independence Day. He also commented on delivering a joint proclamation at the Clovis Unified School District Board meeting last week to two recent graduates who participated in the 2016 Summer Olympics in Rio de Janeiro, Brazil.

7:15 ITEM 5 - CLOSED SESSION

Closed Session was 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

Mayor Magsig adjourned the meeting of the Council to October 3, 2016

Meeting adjourned: 8:30 p.m.

Mayor	City Clerk

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

CITY OF CLOVIS - REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: October 3, 2016

SUBJECT: Adopt – Ord. 16-23, 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.

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

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

City Manager: _____

- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: October 3, 2016

SUBJECT: Approval - Closure of City Administrative Offices for In-Service Day on Columbus Day, October 10, 2016

CONFLICT OF INTEREST

None.

RECOMMENDATION

Authorize the closure of certain City administrative offices on October 10, 2016 for an in-service day for purposes of annual clean-up and catch-up on filing, file closures, and preparation of records to be retained in storage.

EXECUTIVE SUMMARY

As in past years, staff is recommending certain offices be closed to the public to allow for a clean-up on Monday, October 10, 2016.

BACKGROUND

The City does not recognize October 10, Columbus Day, as a City holiday. However, some other governmental agencies close on that day. For the past several years, the City has utilized this day as an in-service day to clean and catch up by closing certain City administrative offices to public access and requiring employees to use the time to organize and reduce office files, catch up on records destruction schedules, and devote uninterrupted time to backlogged projects.

In prior years, City staff has eliminated large amounts of unneeded paper files and other documents which accumulated during the year. This material is processed through the City's office paper recycling program rather than hauling it to the City's landfill.

REASON FOR RECOMMENDATION

The closure of City administrative offices to the public one day a year for the purposes of eliminating excess paper and obsolete files has proven to be a productive use of staff time.

FISCAL IMPACT

None.

ACTION FOLLOWING APPROVAL

Notices will be posted indicating that certain City offices will be closed to the public on October 10, 2016. Telephone service will be routed to voicemail. All emergency services will be operational and will function as normal. The proposed office closure will only affect City Hall campus administrative office operations and the Public Utilities' corporation yard.

Prepared by: Jacquie Pronovost, Exec. Asst.
Recommended by: John Holt, Asst. City Manager

AGENDA ITEM NO: CC-B-2

City Manager:

- CITY OF CLOVIS -
REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: October 3, 2016

SUBJECT: Approval – Change of City Council Meeting Schedule

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the City Council to approve the addition of a Special Meeting on Monday, October 24, 2016 at 6:00 p.m. at the Council Chamber.

EXECUTIVE SUMMARY

There is a need to change the schedule of meetings for the City Council in October. Staff is recommending that the City Council add a Special Meeting on October 24, 2016.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

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

ACTIONS FOLLOWING APPROVAL

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

Prepared by: Jacquie Pronovost, Exec. Assistant

Submitted by: John Holt, Asst. City Manager

AGENDA ITEM NO: CC-C-1

City Manager: pw

- CITY OF CLOVIS -
REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Community and Economic Development

DATE: October 3, 2016

SUBJECT: Approval – FY 2016-17 Agreement between the City of Clovis and the Economic Development Corporation Serving Fresno County

ATTACHMENTS:

ATTACHMENT A: 2016-17 Agreement between the City of Clovis and EDC

CONFLICT OF INTEREST

None

RECOMMENDATION

Approve and authorize the City Manager to execute the fiscal year 2016-17 Agreement between the City of Clovis and the Economic Development Corporation Serving Fresno County (EDC) up to an amount of $50,000.

EXECUTIVE SUMMARY

The attached agreement is between the City of Clovis and the Economic Development Corporation serving Fresno County up to an amount of $50,000. The agreement outlines activities and responsibilities that the EDC will provide for the funding.

BACKGROUND

The Agreement continues the formalized relationship between the City and the EDC. Performance standards have been adjusted in comparison to past contracts and now includes a pay-for-performance incentive as well. The deliverables have been adjusted to target the EDC efforts on attraction with some support work for business retention.

Attraction efforts will include data analysis to determine likely industries and subsequent businesses that are ideal for Clovis to focus on, general marketing efforts, trade show attendance, out-reach to brokers, and an incentive for site tours completed for businesses looking to locate in Clovis. Retention efforts will include utilizing access to economic data the EDC has to ensure Clovis staff is focusing on critical businesses in retention efforts and the EDC acting as a business resource expert. This structure allows for the City and the EDC to leverage their expertise and increase the ability of economic development efforts in Clovis.

To facilitate continued close coordination between the City and EDC, the Community and Economic Development Director sits on the Board of Directors and the Executive Committee of the EDC. The City's Community and Economic Development staff maintains a close working relationship with the EDC's Executive Director and staff.

FISCAL IMPACT

The City of Clovis will pay the EDC up to $50,000, including performance incentives, in the 2016-17 fiscal year in four quarterly payments contingent on submission of a quarterly report of activities to the City Council. These funds are included in the 2016-17 City budget.

REASON FOR RECOMMENDATION

This agreement is consistent with the adopted budget, policies, goals, and objectives of the City Council. As a regional economic development organization, it is appropriate that the City collaborates with the EDC on the implementation of goals and objectives to facilitate the creation of jobs for Clovis and the region.

Approval of this agreement will allow the City to continue its coordinated approach to enhancing the City's economy and job creation efforts with the County of Fresno and other cities within the County.

ACTIONS FOLLOWING APPROVAL

After approval, the City Manager will execute the agreement; the Community and Economic Development staff will administer the agreement.

Prepared by: Andrew Haussler, Community and Economic Development Director

Submitted by: Andrew Haussler, Community and Economic Development Director

ATTACHMENT A

AGREEMENT BETWEEN THE CITY OF CLOVIS AND THE ECONOMIC DEVELOPMENT CORPORATION SERVING FRESNO COUNTY FOR FISCAL YEAR 2016-2017

WHEREAS, the City Council of the City of Clovis (City) is committed to a balanced and diversified economy as one of its most important priorities to ensure the future well-being of the citizens of Clovis; and

WHEREAS, the City has invested considerable resources to encourage a Clovis location for new and expanding businesses and industries and to ensure the economic vitality of commercial areas; and

WHEREAS, the Economic Development Corporation Serving Fresno County (EDC) continues to maintain regional, national, and international marketing and promotional efforts to attract the location and expansion of businesses and industries in all of the communities within Fresno County; and

WHEREAS, the State of California (State) has designated the EDC as its regional contact and referral point for businesses and industries that contact the State while seeking a location for new or expanded facilities; and

WHEREAS, the City desires to secure such services, and allocates funds to the EDC for purpose of hiring an EDC Economic Development Specialist to be jointly funded with the City of Fresno and to assist in implementing and administering certain local economic development activities such as advocacy, marketing and promotion, and technical support for the City of Fresno and City of Clovis by the EDC toward business attraction goals to create ongoing opportunities for both cities; and

WHEREAS, the City seeks to enhance its support of the EDC in order to utilize the unique position the EDC maintains within the business community, and to promote economic growth in the City;

NOW, THEREFORE, the City and the EDC agree as follows:

1. The EDC agrees to assist the City in promoting the economic growth in the City by providing the following services to the City:

   (a) Provide information to industrial and office representatives not currently located in Clovis for the purpose of recruiting new businesses and industries to Clovis.

   (b) Assist in the development of marketing materials to attract new investment to Clovis.

(c) Provide the opportunity for a presentative of Clovis to attend one tradeshow of choice with the EDC. Registration fee will be covered by EDC.

(d) Assist existing Clovis businesses and industries that contact the EDC with informational and technical assistance needs through the Economic Development Team.

(e) Assist in marketing the City of Clovis Research and Technology Park.

(f) Market the City of Clovis to commercial and industrial brokers, developers, site selectors, and businesses.

(e) Serve as a distribution point for City of Clovis economic development materials.

(f) Assist the City in the implementation of the City's Economic Development Strategy and the Business Retention, Expansion and Attraction Program.

(g) The Economic Development team will work towards fostering a closer working relationship with local business associations to enhance the accessibility of EDC's services to City of Clovis employers. Level of partnership is dependent on willingness and capacity of local business associations to participate.

(h) Provide City of Clovis points-of-contact with login information and training on EDC's Fresno County Cities self-management portal which offers the ability to keep up to date information on parcel availability and an economic profile.

(i) Continue its leadership role in the promotion of High Speed Rail in Fresno County and the State and promote the City of Clovis for business opportunities and housing.

(j) Assist City of Clovis points-of-contact in fully utilizing social media and online marketing tools to advance economic and community development efforts in the City of Clovis.

(k) The EDC will inform the City of Clovis of legislation important to the Economic and Community Development of the region and advocate on their behalf.

(l) In addition to periodic reports to the Economic Development Director and City Manager, submit quarterly status reports to the City Council, detailing the progress of the EDC and related activities.

(m) The EDC shall assist in identifying economic development projects on the City's behalf for inclusion in the County of Fresno's Comprehensive Economic Development Strategy (CEDS) for possible grant funding.

(n) The EDC agrees to provide a designated Economic Development Specialist as an EDC staff member to respond to City business attraction and expansion leads and to ensure City participation.

2. For performance of the services described in Section 1, paragraphs (a) through (n) and for measurable outcomes identified in Exhibit A, the City agrees to pay the EDC the sum of $40,000 to be paid in four (4) quarterly installments, at the end of each quarter, with the quarter commencing July 1, 2015. With a performance bonus of $10,000 for the completion of 4 site visits.

3. It is understood and agreed that in the performance of this agreement the EDC is an independent contractor. The EDC shall take out and maintain Workers Compensation, State Disability, and other insurance coverage as required by law and shall in all other respects comply with applicable provisions of federal, state, and local laws, rules and regulations.

4. The EDC shall indemnify, hold harmless, and defend the City, its officers, agents, and employees, from all claims for money, damages, or other relief arising in any form from the performance of this agreement by the EDC, its officers, agents, or employees. The EDC shall take out and maintain for the full term of this agreement liability insurance providing protection for personal injury, wrongful death, and property damage; such insurance to be in amounts and issued by carriers acceptable to the City. The EDC shall provide the City with a Certificate of Insurance evidencing such coverage.

5. The funds provided EDC by the City pursuant to this agreement shall not be directly or indirectly used for any political purpose whatsoever. This prohibition includes, but is not limited to, campaigns, events, promotions, literature, lobbying or other activities for, against or on behalf of any state, local or federal legislation, issue, candidate(s) or action, whether partisan in nature or not.

6. As part of the annual financial audit of the books and records of the EDC by the EDC's independent auditor, the audit shall include tests for compliance with this Agreement. These tests shall be performed in

conformance with generally accepted auditing standards. The auditor shall prepare a separate written report on the compliance with the provisions of this agreement. The City reserves the right to review, during normal business hours, the books and records of the EDC's expenditures which are related to the programs required by the provisions of this Agreement.

DATED: _____

CITY OF CLOVIS

BY: _____
Robert Woolley, City Manager

DATED: _____

ECONOMIC DEVELOPMENT CORPORATION SERVING FRESNO COUNTY

BY: _____
Lee Ann Eager, CEO

ATTEST

_____
John Holt, City Clerk

APPROVED AS TO FORM:

_____
City Attorney

2016-17 Work Product Overview

Overview of Work Product	Deliverables	FY 2016 – 2017 Target Outcomes	Status as of Q1 2016-2017
Economic Development Corporation Serving Fresno County Contract- $40,000 Performance Base- $10,000 ($2500.00 per site tour) Staff: CEO-Lee Ann Eager Vice President - Esther Cuevas Director of Business Services Will Oliver	**Retention:** Targeted businesses will be contacted by a variety of methods to educate Clovis businesses on local, regional and statewide incentive programs - Conduct Analysis to determine top 50 companies in Clovis that should be focused on for retention and expansion **New Business Recruitment:** Provide information and tours to industrial and commercial representatives not currently located in Clovis for the purpose of recruiting new businesses and industries to the City of Clovis. Assist the City of Clovis in marketing identified industrial parks or industrial areas to new clients. • Coordinate site tours for the purpose of business attraction and expansion. • Create and update marketing materials. • Coordinate commercial and industrial broker events for the city of Clovis. • Conduct analysis to determine expansion industries and companies to target for expansion. • Attend trade shows/missions and market Clovis.	Top 50 target business analysis for expansion completed Respond all City of Clovis Business inquires and connect them to appropriate resources 4 Site Tours Incentive brochure created and distributed to targeted Clovis businesses in cooperation with City staff Economic Profile Demographic Information Business Park Brochures 2 Broker events 40 new business leads will be provided A minimum of 5 trade shows/missions attended	

AGENDA ITEM NO: **CC-C-2**

City Manager: _____

- CITY OF CLOVIS -
REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Community and Economic Development

DATE: October 3, 2016

SUBJECT: Approval – Fourth Amendment to Disposition and Development Agreement Between the City of Clovis and Innovative Development and Living Solutions of California.

ATTACHMENT: (A) Fourth Amendment to the Disposition and Development Agreement

CONFLICT OF INTEREST

None.

RECOMMENDATION

Authorize the City Manager to execute Amendment 4 to the Disposition and Development Agreement with Innovative Development and Living Solutions of California for affordable senior supportive housing on property located at the southwest corner of Sierra Avenue and Highway 168.

EXECUTIVE SUMMARY

The Clovis Community Development Agency purchased the property at the southwest corner of Sierra Avenue and Highway 168 in 2008 with Redevelopment Bond Housing Set-Aside funds. Innovative Development and Living Solutions of California approached the City with interest to build affordable assisted senior housing on the site consisting of 48 units of housing, 24 will be required to maintain affordable rents. The developer has obtained land use approvals and complete project financing. City staff has confirmed the financing approval with the project lenders. The property ownership must now be transferred to the developer in order to close escrow on the financing.

BACKGROUND

The Clovis Community Development Agency purchased the property at the southwest corner of Sierra Avenue and Highway 168 in 2008 with Redevelopment Bond Housing Set-Aside funds. Innovative Development and Living Solutions of California approached the City with interest to build affordable senior supportive housing on the site in the winter of 2014 and the City, as the Redevelopment Housing Successor Agency, entered into an exclusive right to negotiate agreement. Amendment 1 was formalized by City Council on April 6, 2015, to extend the timeline until September 30, 2015. Amendment 2 was formalized by City Council on October 5, 2015, to extend the timeline to December 31, 2015. Amendment 3 was formalized by City Council on February 8, 2016, to extend the timeline to March 31, 2016. In that time, the Developer has obtained the required General Plan Amendment and has obtained approval for a full financing package which has been reviewed by City staff.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

This amendment will allow the property ownership to be transferred from the City of Clovis to the developer. Once transferred, the financing will be finalized and escrow will close. At that time construction will begin on 48 units of assisted senior housing units, 24 of which would be designated as affordable for a term of 55 years.

ACTIONS FOLLOWING APPROVAL

1. Execute Amendment 4 with Innovative Development and Living Solutions of California.
2. Obtain executed loan documents from Developer's Title Company and close escrow.
3. Property will be transferred to Innovative Development and Living Solutions of California.
4. Agreement will be monitored to ensure compliance.

Prepared by: Heidi Crabtree, Housing Program Coordinator

Submitted by: Andrew Haussler, Community and Economic Development Director

FOURTH AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT

CITY OF CLOVIS

and

INNOVATIVE DEVELOPMENT AND LIVING SOLUTIONS OF CALIFORNIA

THIS FOURTH AMENDMENT to Disposition and Development Agreement for the Sierra /HWY 168 Senior Supportive Housing Project ("Fourth Amendment") is made and entered into effective September ___, 2016, between the City of Clovis acting as the Housing Successor to the former Clovis Community Development Agency ("City") and Innovative Development and Living Solutions of California, a California nonprofit corporation ("Developer") with respect to the following recitals:

RECITALS

WHEREAS, on August 4, 2014, the City and Developer entered into a Disposition and Development Agreement, as amended by the First Amendment to Disposition and Development Agreement, Second Amendment to Disposition and Development Agreement and Third Amendment to Disposition and Development Agreement (as so amended, the "Agreement"), which is on file with the City and Developer and incorporated herein by this reference, whereby the City agreed to sell Property to Developer for the development of a senior supportive affordable housing project; and

WHEREAS, the Developer has requested, as a condition imposed by its lender, that all references to the reversionary interest currently set forth in the Agreement be removed.

NOW, THEREFORE, in consideration of the above recitals and their mutual promises, the City and Developer agree as follows:

1. Amendment to Section 1 of Agreement. Section 1 of the Agreement is amended to remove the reference to a reversionary interest that is set forth in the last sentence of Section 1.

2. Removal of Section 2 of Agreement. The Agreement is amended to remove Section 2 from the Agreement in its entirety.

3. Amendment of Section 7.9 of Agreement. The Agreement is amended to revise Section 7.9 to remove the second sentence of Section 7.9 and to replace it with the following sentence: "Prior to the issuance of a Certificate of Completion therefor, Developer, and/or the NMTC Affiliate as defined in Section 7.11 below, shall permit or allow its lenders to place a mortgage or trust deed on the Property."

4. Amendment of Section 7.11 of Agreement. The Agreement is amended to revise Section 7.11 to remove the first sentence of Section 7.11 and to replace it with the following sentence: "Prior to City issuing the Certificate of Completion for the Project, Developer shall not, unless expressly permitted by this Agreement, sell, transfer, convey, assign or lease the whole or any part of the Property without the prior written approval of City; provided that Developer shall be permitted at any time to transfer the Property to an entity that is affiliated and controlled by Developer (the "NMTC Affiliate"), and such transferee shall be permitted to lease the Property back to the Developer."

5. Amendment to Section 9.2 of the Agreement. The Agreement is amended to remove in its entirety the paragraph provided in Section 9.2 and to replace it with the following paragraph: "The maximum "affordable rent" chargeable for the Affordable Units shall be based upon Extremely Low Income Households, Very Low Income Households, Lower Income Households, or Moderate Income Households as those terms are defined and in accordance with Health and Safety Code Section 50053 and as provided in HUD Handbook 4530.3 REV-1.

6. Amendment of Section 10.4.2 of Agreement. The Agreement is amended to remove subsection (b) of Section 10.4.2 in its entirety. Subsection (c) of Section 10.4.2 is amended to remove the reference to the reversion remedy that is set forth in the first sentence of that subsection.

7. Replacement of Exhibit 4 of Agreement. Exhibit 4 of the Agreement is replaced with a new Exhibit 4 that is attached to this Fourth Amendment.

8. Amendment of Exhibit 5 of Agreement. Exhibit 5, Section 3 of the Agreement, the date to secure permanent financing, is extended to October 31, 2016. The City hereby acknowledges that the loans to be made to the NMTC Affiliate by USBCDE Sub-CDE 159, LLC, a Missouri limited liability company, NCCLF NMTC Sub-CDE 17, LLC, a California limited liability company, and Capital Impact Partners, a District of Columbia nonprofit corporation, in the aggregate amount of approximately $9,346,943 shall constitute "Permanent Financing" within the meaning of the Agreement.

9. Amendment of Exhibit 6 of Agreement. Exhibit 6 of the Agreement is amended to change the number of housing units restricted to Extremely Low Income, Very Low Income, Lower Income, or Moderate Income Households from twenty-nine (29) units to twenty-four (24) units, with fourteen of the Affordable Units to be leased to Lower Income and below households.

10. Removal of Exhibit 11 of Agreement. Exhibit 11 "Notice of Reversionary Interest" has been removed in its entirety from the Agreement.

11. All Other Terms Remaining in Effect. Except as otherwise expressly provided herein, all terms and conditions of the Agreement shall remain in full force and effect, and shall be interpreted so as to give full force and effect to this Fourth Amendment.

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

By: _____
Robert Woolley, City Manager
"CITY"

Dated:_____

INNOVATIVE DEVELOPMENT AND LIVING SOLUTIONS OF CALIFORNIA, a California nonprofit corporation

By: _____

Dated:_____

Michael Sigala, President
"DEVELOPER"

ATTEST:

By:_____
John Holt, City Clerk

Dated:_____

APPROVED AT TO FORM:

By:_____
David J. Wolfe
City Attorney

J:\wdocs\00604\133\AGT\00455259.DOCX

Exhibit 4
Form of Grant Deed

GRANT DEED

RECORDING REQUESTED BY AND	)
WHEN RECORDED, RETURN TO AND	)
MAIL TAX STATEMENTS TO:	)
	)
_____	)
_____	)
_____	)

GRANT DEED CONTAINING COVENANTS, CONDITIONS AND RESTRICTIONS GOVERNING USE AND RESALE OF THE PROPERTY **SOUTHWEST CORNER OF SIERRA AVENUE AND HIGHWAY 168 CLOVIS, CALIFORNIA**

APN: 492-020-51t

For a valuable consideration, receipt of which is hereby acknowledged,

The City of Clovis, acting as the Housing Successor to the former Clovis Community Development Agency ("Grantor" or "City"), acting to carry out a City of Clovis Redevelopment Plan under the Community Redevelopment Law of California, hereby grants to _____ ("Grantee" or "Purchaser") the real property described in **Attachment 1** ("Property") attached hereto and incorporated herein, subject to the existing easements, restrictions and covenants of record.

Grantee understands that one of Grantor's purposes is to provide affordable housing to residents of the City of Clovis. Grantor has agreed to convey the Property subject to, and Grantee has agreed to be bound by, covenants, conditions, and restrictions limiting Grantees right to use and resell the Property by establishing occupancy restrictions, maintenance obligations, and other restrictions.

NOW, THEREFORE, the following Covenants, Conditions, and Restrictions ("Restrictive Covenants") shall run with the land:

1. Disposition and Development Agreement. The Property is conveyed in accordance with and subject to the applicable Redevelopment Plans and pursuant to the Disposition and Development Agreement entered into between Grantor and Grantee dated August 4, 2014, as amended by the First Amendment to Disposition and Development Agreement, Second Amendment to Disposition and Development Agreement and Third Amendment to Disposition and Development Agreement and the Fourth Amendment to Disposition and Development Agreement (as so amended, the "Agreement"), a copy of which is on file with Grantor at its offices as a public record and which is incorporated herein by reference.

2. Construction of Senior Supportive Housing. Grantee shall develop the Property with forty-eight (48) senior supportive housing units (the "Housing Units"), sufficient parking, landscaping, driveways and ingress and egress (collectively the "Improvements"), all as more specifically set forth in the Agreement.

3. Affordable Housing. Grantee shall make available, restrict occupancy to, and lease twenty-four (24) of the Housing Units to Extremely Low Income Households, Very Low Income Households, Lower Income Households, or Moderate Income Households all at an Affordable Rent ("Affordable Units"), pursuant to the terms set forth in the Agreement. Fourteen (14) of the Affordable Units shall be leased to Lower Income and below households.

Prior to the rental or lease of any Affordable Unit to a tenant of Grantee shall submit to Grantor a completed income computation and certification form, in a form to be provided by Grantor. Grantee shall certify that each tenant leasing an Affordable Unit meets the income restrictions for the applicable unit. Grantee shall obtain an income certification from the tenant of each Affordable Unit which shall certify that the income of the tenant is truthfully set forth in the income certification form. Grantee shall verify the income certification of the tenant in accordance with California Redevelopment Law which shall include at a minimum one or more of the following methods:

(1) Obtain two (2) paycheck stubs from the tenant's two (2) most recent pay periods, if any.

(2) Obtain a true copy of an income tax return from the tenant for the most recent tax year in which a return was filed.

(3) Obtain an income verification certification from the employer of the tenant.

(4) Obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the tenant receives assistance from such agencies.

A person or family who at the time of income certification met the income requirements for the applicable unit shall continue to be deemed so qualified, until such time as the person or family's income is redetermined and the person or family is determined by Grantee to no longer be so qualified. Upon Grantee's determination that any such tenant is no longer so qualified, the Participant shall redesignate the income level of such tenant's Housing Unit and any other Housing Units or take such actions as may be necessary to ensure that the total required number of Housing Units are rented to Extremely Low Income Households, Very Low Income Households, Lower Income Households, or Moderate Income Households

The Affordable Units shall be subject to these requirements for a period of fifty-five (55) years from the date a Certificate of Occupancy is issued for the Improvements (the "Commencement Date"). The duration of this requirement shall be known as the "Affordability Period." All tenants residing in the Affordable Units during the last two (2) years of the Affordability Period shall be given notice at least once every six (6) months of the expiration date of this requirement, and that the rent payable on the Affordable Unit may be raised to a market rate rent at end of the Affordability Period.

4. Affordable Rent. The maximum "affordable rent" chargeable for the Affordable Units shall be based upon Extremely Low Income Households, Very Low Income Households, Lower Income Households, or Moderate Income Households as that term is defined and in accordance with Health and Safety Code Section 50053, which reads as follows:

> "*(a) For any rental housing development that receives assistance prior to January 1, 1991, and a condition of that assistance is compliance with this*

section, "affordable rent" with respect to lower income households shall not exceed the percentage of the gross income of the occupant person or household established by regulation of the department that shall not be less than 15 percent of gross income nor exceed 25 percent of gross income.

(b) For any rental housing development that receives assistance on or after January 1, 1991, and a condition of that assistance is compliance with this section, "affordable rent," including a reasonable utility allowance, shall not exceed:

> *(1) For extremely low income households the product of 30 percent times 30 percent of the area median income adjusted for family size appropriate for the unit.*
>
> *(2) For very low income households, the product of 30 percent times 50 percent of the area median income adjusted for family size appropriate for the unit.*
>
> *(3) For lower income households whose gross incomes exceed the maximum income for very low income households, the product of 30 percent times 60 percent of the area median income adjusted for family size appropriate for the unit. In addition, for those lower income households with gross incomes that exceed 60 percent of the area median income adjusted for family size, it shall be optional for any state or local funding agency to require that affordable rent be established at a level not to exceed 30 percent of gross income of the household.*
>
> *(4) For moderate-income households, the product of 30 percent times 110 percent of the area median income adjusted for family size appropriate for the unit. In addition, for those moderate-income households whose gross incomes exceed 110 percent of the area median income adjusted for family size, it shall be optional for any state or local funding agency to require that affordable rent be established at a level not to exceed 30 percent of gross income of the household.*

(c) The department's regulation shall permit alternative percentages of income for agency-assisted rental and cooperative housing developments pursuant to regulations adopted under subdivision (f) of Section 50462. The department shall, by regulation, adopt criteria defining and providing for determination of gross income, adjustments for family size appropriate to the unit, and rent for purposes of this section. These regulations may provide alternative criteria, where necessary, to be consistent with pertinent federal statutes and regulations governing federally assisted rental and cooperative housing. The agency may, by regulation, adopt alternative criteria, and pursuant to subdivision (f) of Section 50462, alternative percentages of income may be adopted for agency-assisted housing developments."

For purposes of this section, 'area median income,' 'adjustments for family size appropriate to the unit,' and 'moderate-income household' shall have the same meaning as provided in Section 50052.5."

5. Lease Requirements. Prior to rental of any of the Affordable Units, Grantee shall submit a standard lease form to the Grantor for Grantor's approval. Grantor shall reasonably approve such lease form upon finding that such lease form is consistent with this Agreement. Grantee shall enter into a lease, in the form approved by Grantor, with each tenant of an Affordable Unit.

6. Selection of Tenants. Each Affordable Unit shall be leased to tenants selected by Grantee who meet all of the requirements provided herein. Grantor may, from time to time, assist in the leasing of the Improvements by providing to Grantee names of persons who have expressed interest in renting Affordable Units. Grantee shall adopt a tenant selection system, which shall be approved by the Grantor, which establishes a chronological waiting list system and/or random lottery system for selection of tenants.

7. Maintenance. Grantee shall maintain or cause to be maintained the interiors and exteriors of the Affordable Units in a decent, safe and sanitary manner, and in accordance with the standard of maintenance of similar housing units within the City of Clovis.

a. Exterior yard areas and parking areas shall be kept free of deterioration, including:

(1) Potholes.

(2) Cracks in asphalt so as to become uneven, unsightly surface conditions.

(3) Weeds growing through asphalt.

b. Perimeter fencing, landscaping and irrigation system shall be routinely Inspected and maintained in good condition.

c. Each occupant of a Housing Unit shall have the affirmative obligation to prevent what might be considered a fire hazard or a condition dangerous to the public health, safety and general welfare; or constitute an unsightly appearance or otherwise detract from the aesthetic and property values of neighboring dwelling units and properties. The minimum performance standards for the maintenance of buildings, yards, and landscaping set forth below shall be agreed to by Grantee.

d. Landscaping on the Property shall be absent of the following:

(1) Lawns with grasses in excess of six (6) inches in height.

(2) Untrimmed hedges.

(3) Trees, shrubbery, lawns and other plant life dying from lack of water or other necessary maintenance.

(4) Trees and shrubbery grown uncontrolled without proper pruning.

(5) Vegetation so overgrown as to be likely to harbor rats or vermin.

(6) Dead, decayed or diseased trees, weeds and other vegetation.

(7) Inoperative irrigation system(s).

e. Patio and balcony areas shall be maintained so as to be absent of the following:

(1) Broken or discarded furniture, appliances and other household equipment stored in patio and balcony areas for periods exceeding one (1) week.

(2) Packing boxes, lumber, trash, dirt and other debris stored in patio and balcony areas for unreasonable periods in areas visible from public property or neighboring properties.

(3) Unscreened trash cans, bins or containers stored for unreasonable periods in areas visible from public streets and common areas.

f. No building, wall or fence may be left in an unmaintained condition so that any of the following exist:

(1) Buildings abandoned, boarded up, partially destroyed or left unreasonably in a state of partial construction.

(2) Unpainted buildings or buildings with peeling paint in such a condition as to: (i) Cause dry rot, warping and termite infestation; or (ii) Constitute an unsightly appearance that detracts from the aesthetic or property values of neighboring properties.

(3) Broken windows, constituting hazardous conditions and/or inviting trespassers and malicious mischief.

(4) Graffiti remaining on any portion of the Property for a period exceeding forty-eight (48) hours.

(5) Building interiors and exteriors shall be maintained to meet standards of similar residential property in the City.

8. Use Restrictions. The Property shall be occupied, used and maintained as follows:

a. Each dwelling unit shall be used only for senior supportive dwelling purposes, with appurtenant facilities, and for no other purposes.

b. No sign of any kind shall be displayed to the public view on or from any unit without the approval of the City. All signs otherwise permitted under this section shall conform with all ordinances and other regulations of the City.

c. Grantee and the occupants shall not permit or suffer anything to be done or kept upon said premises which will materially increase the rate of insurance on any building, or on the contents thereof, or impair the structural integrity thereof or which will obstruct or interfere with the rights of other occupants, or annoy them by unreasonable noises or otherwise, nor shall any occupant commit or permit any nuisance on the premises or fail to keep the premises free of rubbish, clippings and trash or commit or suffer any illegal act to be committed thereon. Grantee shall comply with all of the requirements of all governmental authorities with respect to the Property and Improvements.

d. There shall be no structural alteration, construction or removal of any building, fence or other structure on the Property (other than repairs or rebuilding permitted herein) without the approval of the City and in accordance with the City Code.

e. Grantee shall not permit the parking, storing or keeping of any vehicle except wholly within the parking areas designated therefor. Grantee shall not permit the parking, storing or keeping of any large commercial type vehicle (dump truck, cement mixer truck, oil or gas truck, etc.), or any recreational vehicle (camper unit, camper shell detached from a private passenger vehicle, motor home, trailer, boat trailer, mobilehome or other similar vehicle, except when parked within an enclosed parking space), boats over twenty (20) feet in length or any vehicle other than a private passenger vehicle upon any portion of the Property, including parking spaces. Grantee shall not permit major repairs or major restorations of any motor vehicle, boat, trailer, aircraft or other vehicle to be conducted upon any portion of the Property, including parking spaces, except for emergency repairs thereto and then only to the extent necessary to enable movement thereof to a proper repair facility. No inoperable vehicle shall be stored or kept anywhere on the Property. Grantee shall have the right to remove, at the tenant's expense, any vehicle parked, stored or kept in violation of the provisions of this Agreement. In addition, all provisions of the Clovis Municipal Code, including amendments thereto, shall apply.

9. Occupancy. Occupancy of each Housing Unit shall comply with applicable City of Clovis zoning and Health and Safety Codes and other applicable governmental codes as are effective or as may be effective or amended.

10. Inspection. To the extent permitted by law, the City shall have the right of entry, at reasonable business hours and upon no less than twenty-four (24) hours advance notice, onto the Property to inspect for the need for repairs or maintenance. Entry onto the Property or into any unit for other than emergency repairs may be made only after such advance notice and request for entry. If request for entry is denied or Grantee is prevented from granting access to a Housing Unit, the City may apply for an appropriate warrant or other order from a court of appropriate jurisdiction.

11. Subdivision. No part of the Property or the Improvements shall at any time be owned by a cooperative housing corporation, nor shall Grantee take any steps in connection with a conversion to such ownership or uses. Grantee shall not take any steps in connection with a conversion of the Property to a condominium ownership, or with a conversion of the Property to "timeshare" ownership.

12. Right of Entry for Code Enforcement, Property Maintenance and Repair, and Traffic Regulation.

a. Right of Entry. To the extent authorized or required by the City of Clovis codes or ordinances or by court of law, Grantee hereby acknowledges and intends and thus grants to the City, through their duly authorized agents or employees, the right to enter upon the Property for the purposes of code enforcement, maintenance and repair of the Property ("Maintenance Costs"), and enforcement of local traffic and/or parking regulations. This authorization includes the right to inspect the Property and Improvements.

b. Reimbursements of Expenditures for Maintenance and Repairs. All Maintenance Costs, including inspection costs, shall be charged as an expense of the Grantee and shall be paid within thirty (30) days of receipt of an invoice for same.

c. Assessments and Lien Rights. If Maintenance Costs are not paid within thirty (30) days from the date due, said unpaid costs and expenses shall become a special assessment against the Property and shall be collected in the same manner as real property taxes and shall be subject to the same penalties, procedures and sale in case of delinquency as is provided for real property taxes.

13. Non-Discrimination Covenants. Grantee 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. Grantee 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 Grantee 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.

14. Timely Payment of Loans, Taxes, and Assessments. Grantee shall timely pay, and prior to default, all monetary obligations secured by the Property, including without limitation all loan obligations, property taxes and assessments.

15. Defaults and Remedies.

a. Defaults and Remedies. Upon a violation of any of the provisions of these Restrictive Covenants, Grantor shall give written notice to Purchaser by certified mail return receipt requested, specifying the nature of the violation. Grantee shall of the right to cure such violation as provided in this Restrictive Covenant, which is consistent with the Agreement. If the violation is not corrected to the satisfaction of Grantor within a reasonable period of time, not longer than thirty (30) days after the date the notice is mailed, or within such further time as Grantor determines is necessary to correct the violation, Grantor may declare a default under these Restrictive Covenants. Upon declaration of a default, Grantor may apply to a court of competent jurisdiction for specific performance of the obligations of these Restrictive Covenants, for an injunction prohibiting a proposed transfer in violation of these Restrictive Covenants, for a declaration that a transfer in violation of the provisions of these Restrictive Covenants is void, or for any such other relief at law or in equity as may be appropriate. In the event of default by Purchaser, and/or by Purchaser's transferee in those circumstances where a transfer has occurred in violation of these Restrictive Covenants, Purchaser and/or the Purchaser's transferee shall hold the City and the Owner and their respective employees or other agents harmless and reimburse the expenses, legal fees and costs for any action the City takes in enforcing the provisions of these Restrictive Covenants.

16. Invalid Provisions. If any one or more of the provisions contained in these Restrictive Covenants shall for any reason be held to be invalid, illegal or unenforceable in any respect then such provision or provisions shall be deemed severable from the remaining provisions contained in these Restrictive Covenants, and these Restrictive Covenants shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

17. Controlling Law. The terms of these Restrictive Covenants shall be interpreted under the applicable laws of the State of California.

18. Notices. All notices required herein shall be sent to the City of Clovis by certified mail return receipt requested, as follows:

City Manager
City of Clovis
1033 Fifth Street
Clovis, CA 93612

or such other address that the City may subsequently request in writing. Notices to the Purchaser shall be sent by certified mail return receipt requested to the Property address.

19. Consent of Grantor to Change terms. No changes may be made to these Restrictive Covenants without the written consent of Grantor. Grantor shall be considered a third party beneficiary to these restrictive Covenants.

20. Consent of Assignment. Grantor hereby consents to the transfer of fee title to the Property to an entity that is affiliated and controlled by the Grantee for the purposes of facilitating the development of the Property with the use of New Markets Tax Credit financing.

IN WITNESS WHEREOF, the Grantor/Grantor and Grantee/Purchaser have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized, this ____ day of _____, 2016.

CITY OF CLOVIS
GRANTOR,

By: _____
ROBERT WOOLLEY, City Manager

ATTEST:

By: _____
John Holt, Secretary

APPROVED AS TO FORM:

By: _____
David Wolfe, City Attorney

THE GRANTEE/PURCHASER AGREES TO BE BOUND BY THE COVENANTS SET FORTH ABOVE.

Dated: _____, 2016 By: _____

Dated: _____, 2016 By: _____

GRANT DEED

ATTACHMENT 1

Legal Description of the Property

[To be inserted]

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

City Manager: _____

- CITY OF CLOVIS -
REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department

DATE: October 3, 2016

SUBJECT: Approval - Res. 16-___, Approving the 2016-2017 Local Transportation Funding (LTF) Claim to the Council of Fresno County Governments.

ATTACHMENTS: Draft Resolution
Exhibit A – Attachment to the LTF Claim Form

RECOMMENDATION

That the Council approve Resolution 16-__, Approving the submittal of the 2016-2017 Local Transportation Funding Claim.

BACKGROUND

Each year the City files a claim with the Council of Fresno County Governments (COG) to receive funds provided through the Transportation Development Act (TDA) of 1971. The claim provides information on the various sources that are used to fund the transit operation and to fund bicycle/pedestrian projects.

The claim is normally based on the current year budget. However, circumstances have changed since the budget was prepared and the claim is based on the best available information.

In order for COG to allocate the LTF funds, the claim needs to be submitted to COG for approval. The claim allocates the available funds based on the final estimated allocation received from COG in May 2016.

REASON FOR RECOMMENDATION

To allocate the funds in accordance with the 2016-2017 estimates, it is necessary to submit the LTF claim to COG for approval. Approval of the claim by the Council for submittal is required.

ACTIONS FOLLOWING APPROVAL

After Council approval, the claim will be filed with COG.

Submitted by: Jamie G. Hughson, Finance Director

RESOLUTION NO. 16-

A RESOLUTION OF THE COUNCIL OF THE CITY OF CLOVIS, CALIFORNIA, APPROVING SUBMISSION OF A CLAIM FOR FUNDS UNDER THE LOCAL TRANSPORTATION FUND OF FRESNO COUNTY FOR FISCAL YEAR 2016-2017

WHEREAS, the City of Clovis is required to submit an annual transportation claim for the Local Transportation Fund of Fresno County for the fiscal year 2016-2017; and

WHEREAS, the Council of Fresno County Governments has the authority to review claims and allocate such funds in accordance with the Transportation Development Act of 1971 and Chapter 3 of Title 30 of the California Administrative Code; and

WHEREAS, the City of Clovis has approved the 2016-2017 Budget for expenditures for 2016-2017; and

WHEREAS, the Transportation Act of 1971 requires certain findings and declarations regarding transit needs and conformance with Article 8, Chapter 1400, Statutes 1971 and applicable rules and regulations.

NOW, THEREFORE, IT IS RESOLVED AND ORDERED, as follows:
That the City Council of the City of Clovis hereby authorizes submittal of its Claim for Local Transportation Funds, as attached as Exhibit A, in the amount of $4,337,678.00 for purposes allowed under Articles 3, 4, 4.5, and 8 of the Transportation Act of 1971.

* * * * *

The foregoing resolution is hereby adopted at a regular meeting of the City Council of the City of Clovis held on October 3, 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

DATED: October 3, 2016

Mayor

City Clerk

Enter Date: 10/3/2016 Claimant Name: City of Clovis

TRANSPORTATION FUNDING CLAIM FOR FISCAL YEAR: 2016/17

Instructions: Please note that each page of this claim is a separate worksheet, please click through all tabs and complete. Also note that light yellow fields require an entry if applicable, light grey fields contain formulas that will automatically calculate based on corresponding entries. A date and claimant name field is at the top of the first page, and automatically repeats on following pages, (date should be formatted 00/00/0000)

When completed, please print, sign and send signed original via mail to:

Les Beshears, Director of Finance, Council of Fresno County Governments, 2035 Tulare Street, Suite 201, Fresno, CA 93721

From: Applicant:	**City of Clovis**
Address:	**1033 Fifth Street**
City/State/Zip:	**Clovis, CA 93612**
Contact Phone/email:	**Jamie G. Hughson / 559-324-2106**

This applicant is an eligible claimant pursuant to Section 99203 of the Public Utilities Code and certifies that the following transportation funds are available to be claimed:

Local Transportation Fund

Apportionment:	$ 3,825,620
Unexpended, Held by Claimant:	$ -
County Contract for Tarpey Roundup:	$ 37,566

State Transit Assistance Fund

Estimate:	$ 474,492
Other Agency:	

Other

Audit Exception/Impairment (required General Fund Payback):	
Other:	

Four Million Three Hundred and Thirty Seven Thousand Six Hundred and Seventy Eight Dollars	**TOTAL** **$ 4,337,678**

spell out total amount in above cell

for the purposes and respective amounts specified in the attached claim be drawn from the Local Transportation Fund and State Transit Assistance Fund.

Please print and sign after completing form

Authorized Signature:	Robert Woolley
Name/Title:	**Robert Woolley, City Manager**
Date:	**10/3/2016**

Fresno Council of Governments

2035 Tulare St., Ste. 201 tel 559-233-4148
Fresno, California 93721 fax 559-233-9645

www.fresnocog.org

Exhibit A

Enter Date: 10/3/2016 Claimant Name: City of Clovis

TRANSPORTATION FUNDING CLAIM DETAIL FOR FISCAL YEAR: 2016/17

PURPOSE		AMOUNT	SUBTOTAL
1. Bicycle & Pedestrian Facilities:			
	Article 3:	$ 76,595	
	Article 8a:		
	Audit Exceptions (General Fund Payback);		
	Unexpended Funds, Held by Claimant:		
			$ 76,595
2. Regional Transportation Planning:		$ 106,965	$ 106,965
3. Public Transportation	Article 4:	$3,227,406	
	Article 8c:		
	Tarpey Roundup County Contract:	$ 37,566	
	Other Agency:		
	State Transit Assistance Funds (STA):	$ 474,492	
	Audit Exceptions (General Fund Payback):		
	Unexpended Funds, Held by Claimant:	$ -	
			$3,739,464
4. Community Transit Service CTSA, Article 4.5:		$ 195,145	$ 195,145
		$ 183,514	$ 11,631
5. To Be Claimed By:			
	FAX Contract:	$ 231,140	
			$ 231,140

GRAND TOTAL	$ 4,337,678
Claim Total Must Agree With Total on First Page	$ 4,337,678
Minus All Unexpended Funds not used for Transit Claims	$ -
GRAND TOTAL PAYABLE TO CLAIMANT	$ 4,337,678

Allocation instructions and payment by the Fresno County Auditor-Controller to the applicant is subject to such monies being available for distribution, and to the provisions that such monies will be used only in accordance with the rules and regulations of the Transportation Development Act.

Enter Date: 10/3/2016 Claimant Name: City of Clovis

BICYCLE AND PEDESTRIAN FACILITIES FOR FISCAL YEAR: 2016/17

Two percent (2%) of the claimant's Local Transportation Fund apportionment must be spent on bicycle and pedestrian facilities (PUC 99233.3 and 99234); such claims are to be filed as Article 3. Claims for projects in excess of 2% may be filed as Article 8a (PUC 99400(a)). If other funding is to be used with Local Transportation Funds to implement projects, such funding should be shown on the claim form.

PROJECT TITLE & BRIEF DESCRIPTION	PROJECT COST
Various Bicycle & Pedestrian Facilities throughout the claimant's jurisdiction:	$ 76,595.00
AND/OR:	
Other - describe briefly if applicable:	$ -
Other - describe briefly if applicable:	$ -
Other - describe briefly if applicable:	$ -
TOTAL PROJECT COSTS	$ 76,595.00

Enter Date: 10/3/2016 Claimant Name: City of Clovis

PUBLIC AND SPECIALIZED TRANSPORTATION SERVICE CLAIM FOR OPERATING AND CAPITAL EXPENSES FY: 2016/17

GENERAL TRANSPORTATION SERVICE PROPOSED 2016/2017

(Information needed per PUC 99266, which states no moneys may be allocated in excess of 15% above preceding year unless claim is accompanied by supporting documentation)

	PROJECT COSTS	TOTALS
TOTAL PROJECT COSTS	$ 2,905,760.00	
Prior Year	$ 2,566,400.00	
Percentage Change	13%	

more than prior year

Revenue Source & Amount	Operating	Capital	Total
LTF Article 4:	$ 993,160.00		$ 993,160.00
LTF Article 4.5 or 8c:			$ -
STA:		$ 361,600.00	$ 361,600.00
Fares:	$ 136,000.00	*N/A*	$ 136,000.00
Local Support:	$ 293,832.00	*N/A*	$ 293,832.00
Fed/State Grants:			$ -
Measure C:	$ 726,168.00		$ 726,168.00
Interest:			$ -
Unexpended Funds Held By Claimant:		$ 395,000.00	$ 395,000.00
Audit Exception - General Payback Fund:			$ -
SUB-TOTALS	$ 2,149,160.00	$ 756,600.00	$ 2,905,760.00

ELDERLY/HANDICAPPED SERVICE PROPOSED 2016/2017

(Information needed per PUC 99266, which states no moneys may be allocated in excess of 15% above preceding year unless claim is accompanied by supporting documentation)

	PROJECT COSTS	TOTALS
TOTAL PROJECT COSTS	$ 2,910,272.00	
Prior Year	$ 2,618,909.00	
Percentage Change	11%	

more than prior year

Revenue Source & Amount	Operating	Capital	Total
LTF Article 4:	$ 2,234,246.00		$ 2,234,246.00
Tarpey Roundup:	$ 37,566.00		$ 37,566.00
STA:		$ 138,000.00	$ 138,000.00
Fares:	$ 85,000.00	*N/A*	$ 85,000.00
Local Support:	$ 191,565.00	*N/A*	$ 191,565.00
Fed/State Grants:			$ -
Measure C:	$ 22,895.00		$ 22,895.00
Interest:			$ -
Unexpended Funds Held By Claimant:		$ 201,000.00	$ 201,000.00
Audit Exception - General Payback Fund:			$ -
SUB-TOTALS	$ 2,571,272.00	$ 339,000.00	$ 2,910,272.00

CONSOLIDATED TRANSIT SERVICE AGENCY PROPOSED 2016/2017

(Information needed per PUC 99266, which states no moneys may be allocated in excess of 15% above preceding year unless claim is accompanied by supporting documentation)

	PROJECT COSTS	TOTALS
TOTAL PROJECT COSTS	$ 410,685.00	
Prior Year	$ 391,891.00	
Percentage Change	5%	

more than prior year

Revenue Source & Amount	Operating	Capital	Total
LTF Article 4.5:	$ 195,145.00		$ 195,145.00
LTF Article 8c:			$ -
STA:			$ -
Fares:	$ 10,000.00	*N/A*	$ 10,000.00
Local Support:	$ 205,540.00	*N/A*	$ 205,540.00
Fed/State Grants:			$ -
Other - describe briefly if applicable:			$ -
Other - describe briefly if applicable:			$ -
Unexpended Funds Held By Claimant:			$ -
Audit Exception - General Payback Fund:			$ -
SUB-TOTALS	$ 410,685.00	$ -	$ 410,685.00

GRAND TOTALS:	OPERATING	CAPITAL	TOTAL
	$ 5,131,117.00	$ 1,095,600.00	$ 6,226,717.00

Enter Date: 10/3/2016 Claimant Name: City of Clovis

PUBLIC AND SPECIALIZED TRANSPORTATION SERVICE FAREBOX CALCULATION FOR FISCAL YEAR: 2016/17

REQUIRED OPERATING/FAREBOX CALCULATIONS

General Transportation Service:

		Operating Expenses:	$ 2,149,160.00
1. Total Operating Expenses Minus Exclusions	Amount Excluded		$ 2,149,160.00
2. Farebox Revenues			$ 136,000.00
3. Other Local Support			$ 293,832.00
4. Total Local Support (Adds Lines 2 + 3)			$ 429,832.00
5. Farebox Revenue/Operating Expense Ratio (Line 2 Divided By Line 1)			6%
6. Required Minimum Ratio Verification: **Enter 1 for Urban, 2 for Rural**	1		20%
7. Total Local Support/Operating Expense Ratio (Line 4 Divided By Line 1)			20%
8. Required Minimum Ratio Criteria:		***Meets Minimum Requirements***	20%
URBAN 20%			
RURAL 10%			

Elderly/Handicapped Service:

		Operating Expenses:	$ 2,571,272.00
1. Total Operating Expenses Minus Exclusions	Amount Excluded		$ 2,571,272.00
2. Farebox Revenues			$ 85,000.00
3. Other Local Support			$ 191,565.00
4. Total Local Support (Adds Lines 2 + 3)			$ 276,565.00
5. Farebox Revenue/Operating Expense Ratio (Line 2 Divided By Line 1)			3%
6. Required Minimum Ratio Verification:			7%
7. Total Local Support/Operating Expense Ratio (Line 4 Divided By Line 1)		***Meets Minimum Requirements***	11%
8. Required Minimum Ratio Criteria:			10%
10%			

Consolidated Transportation Service Agency:

		Operating Expenses:	$ 410,685.00
1. Total Operating Expenses Minus Exclusions	Amount Excluded		$ 410,685.00
2. Farebox Revenues			$ 10,000.00
3. Other Local Support			$ 205,540.00
4. Total Local Support (Adds Lines 2 + 3)			$ 215,540.00
5. Farebox Revenue/Operating Expense Ratio (Line 2 Divided By Line 1)			2%
6. Required Minimum Ratio Verification:			50%
7. Total Local Support/Operating Expense Ratio (Line 4 Divided By Line 1)			52%
8. Required Minimum Ratio Criteria:		***Meets Minimum Requirements***	55%
Fares 10%			
)ther Local Support 45%			

SUMMARY TOTALS:

			$ 5,131,117.00
		Total Operating Expenses:	**$ 5,131,117.00**
1. Total ***OF ALL*** Operating Expenses ***PLUS*** Exclusions	**Total Amount Excluded:**	**$ -**	**$ 5,131,117.00**

Must Agree With TOTAL, Project Detail Operator Tab:	**$ 1,095,600.00**
2. Total of All Capital Projects:	**$ 1,095,600.00**
Must Agree With CAPITAL PROJECTS, Project Detail Operator Tab:	**$ 6,226,717.00**
3. GRAND TOTAL:	**$ 6,226,717.00**

Enter Date: 10/3/2016 Claimant Name: City of Clovis

CONTINGENCY PROJECT LISTING FOR FISCAL YEAR: 2016/17

Should additional Local Transportation Fund or State Transit Assistance Fund monies be made available during the current fiscal year, they are hereby also claimed for the following purposes:

CHECK ALL THAT APPLY (Enter "X" in yellow box)

BICYCLE AND PEDESTRIAN FACILITIES
[X] *Article 3*

PUBLIC TRANSPORTATION
[X] *Article 4*

SUPPLEMENTAL INFORMATION REQUIRED OF TRANSIT CLAIMANTS (CCR 6632)

ATTACHED TO THIS CLAIM ARE SUBMITTED THE FOLLOWING DOCUMENTS:
(initial yellow box all that apply)

[X] **Budget or proposed budget for the 2015/16 fiscal year.**

[X] **Statement for prior year revenues and expenditures (projections acceptable).**

[X] **California Highway Patrol Certification pursuant to PUC 99251 (no claim may be approved unless accompanied by this certification). Date on this certification must be within 13 months of the proposed claim approval date.**

STANDARD ASSURANCES FOR TRANSIT CLAIMANTS

CLAIMANT ASSURANCES: (initial yellow box all that apply)

[✓] **A.** Claimant certifies that it has submitted a satisfactory, independent fiscal audit, with required certification statement, to the RTPA and to the State Controller, pursuant to PUC 99245 and 21 Cal. Code of Regulations Section 6664 for the prior fiscal year (project year minus two). Claimant assures that this audit requirement will be completed for the current fiscal year (project year minus one).

[✓] **B.** Claimant certifies that it has submitted a State Controller Report, in conformance with the uniform system of accounts and records, to the RTPA, and to the State Controller, pursuant to PUC 99243, for the prior year (project year minus two). Beginning with the 1979–80 fiscal year, claimant assures that this report will be audited by an independent CPA. Claimant assures that this report will be completed for the current fiscal year (project year minus one)

[✓] **C.** Claimant certifies in accordance with PUC Section 99314.5(b) that it is not precluded by any contract entered into on or after June 28, 1979, from employing part-time drivers or contracting with common carriers of persons operating under a franchise or license. Claimant further certifies that no person who was a full-time employee on June 28, 1979, shall have his or her employment terminated or his or her regular hours of employment, excluding overtime, reduced by the operator as a result of it employing part-time drivers or contracting with such common carriers.

D. Claimant filing claim pursuant to PUC Section 99260 certifies that:
(check one by entering "X" in yellow cell):

[X] **1.** the current cost of its retirement system is fully funded with respect to the officers and employees of its public transportation system (PUC Section 99271a); or

[ ] **2.** the operator is implementing a plan approved by the transportation planning agency which will fully fund the retirement system for such officers and employees within 40 years (PUC Section 99271a); or

[ ] **3.** the operator has a private pension plan which sets aside and invests on a current basis funds sufficient to provide for the payment of future pension benefits and which is fully compliant with the requirements stated in PUC Sections 99272 and 99273.

[✓] **E.** Claimant certifies that it is in compliance with PUC Section 99264 that it does not routinely staff, with two or more persons, a vehicle for public transportation purposes designed to be operated by one person.

[✓] **F.** Claimant certifies that it is making full use of federal funds available under the Urban Mass Transportation Act of 1964, as amended in accordance with Section 6754(a)(3).

[✓] **G.** Claimant certifies that this is in compliance with PUC Section 99155 that if it offers reduced fares to seniors, the same reduced rate is offered to disabled persons, handicapped persons, and disabled veterans and it honors the federal Medicare card for identification to receive reduced fares.

[✓] **H.** Claimant certifies that it is in compliance with PUC Section 99155.5 regarding dial-a-ride and paratransit services being accessible to handicapped persons and that the service is provided to persons without regard to vehicle ownership and place of residence.

The undersigned hereby certifies that the above statements are true and correct.
Please print and sign after completing form

Authorized Signature: Robert Woolley

Name/Title: Robert Woolley, City Manager
Date: 10/3/2015

AGENDA ITEM NO: CC-D-2

City Manager: pw

- CITY OF CLOVIS -
REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department

DATE: October 3, 2016

SUBJECT: Approval - Resolution 16-___; Amending the 2016-17 Budget to reappropriate carryover funding from the 2015-16 budget.

ATTACHMENTS: Res. 16-____
Exhibit A- Summary of Expenditures
Attachment 1 – Description of Projects

CONFLICT OF INTEREST
None.

RECOMMENDATION

That the Council approve Resolution 16-___; Reappropriating certain Capital Projects, Services and Capital Outlays from 2015-16 to 2016-17 by Fund and Department as shown on Exhibit A to the Resolution and as described on Attachment 1.

EXECUTIVE SUMMARY

During the budget process estimates are made as to projects and services expected to be completed by year end. For a variety of reasons some of these projects and services are not completed by June 30th. These unspent funds are available for reappropriation to the next year. This request requires council approval as it amends the next year's budget. These projects and services will be completed during the next year.

BACKGROUND

As part of the preparation of the 2016-17 Annual Budget, certain projects in the Community Investment Program, capital outlays and services in the operation budgets were estimated to be completed by June 30, 2016, or at least contracts awarded or

purchase orders issued. Because of unforeseen delays or planned postponements for the purpose of cost savings, contracts or purchase orders were not awarded in Fiscal Year 2015-16 as originally anticipated. Because these projects were expected to be completed in 2015-16, they were not re-budgeted in 2016-17.

Included on Attachment 1 is a description of the projects to be reappropriated from the various departments with the reason given by the department for the request for reappropriation.

FISCAL IMPACT

The estimated fund balances for the year-end 2015-16 included the anticipated expenditure of funds for these items. Since these items were not encumbered and the funds not expended, the year-end balances will be higher than expected. Sufficient resources are available to cover these expenditures.

REASON FOR RECOMMENDATION

In order to complete the planned projects and procure the necessary items, it is necessary to reappropriate the items for Fiscal Year 2016-17 to provide the budget authorization.

ACTIONS FOLLOWING APPROVAL

Purchase orders or contracts for the reappropriated items will be issued, in most cases, within ninety days.

Prepared by: Jamie G. Hughson, Finance Director

Submitted by: Jamie G. Hughson, Finance Director

RESOLUTION NO. 16-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AMENDMENTS TO THE 2016-17 BUDGET

WHEREAS, the City Council of the City of Clovis approved the 2016-17 Budget on June13, 2016, and

WHEREAS, some capital projects were not commenced and capital outlays and services were not purchased in 2015-16; and

WHEREAS, the 2016-17 Budget assumed that the items would be completed and no provision was made for said items in the 2016-17 Budget and the Fund Balances were adjusted accordingly; and

WHEREAS, the ending June 30, 2016, Fund Balances will be greater by the amount of those items not commenced or purchased in 2015-16; and

WHEREAS, the Council desires that the items be completed.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Clovis that the 2016-17 Budget be amended as provided in Exhibit A for the "Summary of Expenditures by Fund" and the "Summary of Expenditures by Department".

* * * * * *

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Clovis held on October 3, 2016 by the following vote, to wit:

AYES: Councilmembers

NOES:

ABSENT:

DATED: October 3, 2016

Mayor

City Clerk

EXHIBIT A

SUMMARY OF REVENUES BY DEPARTMENT

Department		Amount
Police	$	10,000
Total Revenue by Department	**$**	**10,000**

SUMMARY OF REVENUES BY FUND

Fund		Amount
General	$	10,000
Total Revenue by Fund	**$**	**10,000**

SUMMARY OF EXPENDITURES BY DEPARTMENT

Department		
City Manager	$	100,000
Fire		35,000
City Clerk		281,000
Capital Improvement		20,065,000
General Services		606,000
Public Utilities		29,000
Total Expenditure by Department	**$**	**21,116,000**

SUMMARY OF EXPENDITURES BY FUND

Fund		Amount
General	$	135,000
General Services		4,309,000
Water Enterprise		29,000
Transit		567,000
Sewer Construction-Enterprise		73,000
Sewer Construction-Developer		333,000
Park Improvement		43,000
Street Construction		11,705,000
Water Construction- Enterprise		976,000
Water Construction- Developer		185,000
Community Sanitation-Enterprise		2,761,000
Total Expenditure by Fund	**$**	**21,116,000**

2016 - 2017 Reappropriations

Operations and Capital Improvement Program

Department/Account Number	Description and Explanation	Amount
	Revenues	
Police Department		
Evidence Room 54000 47823	Traffic related Equipment Hardware and software to order	$ 10,000
	Total Revenue Reappropriations =	$ 10,000
City Manager Department-Economic Development		
Development Services 25200 63305	Dry Creek Industrial park project set-aside pending completion of industrial park	$ 100,000
Total City Manager Department		100,000
Fire Department		
Miscellaneous Equip Repair 61000 63450	Update Haz Mat air monitor Pending update from vendor	4,000
Training-Educational Incentive 61000 65101	Tuition reimbursement Pending submission of grades received in May	7,000
Fire Hose 61000 68401	Replace wildland fire hose Replacement hose ordered but not received	3,000
Urban Search & Rescue Equipment 61000 68406	Equipment for USAR vehicle Delivery of vehicle delayed by vendor	12,000
Fire Station Furnishings 61000 68430	Fire station recliners Locating new vendor	4,000
Professional Services 64000 63300	FireStats for accreditation and annual report Pending final invoice	5,000
Total Fire Department		35,000
City Clerk		
Information Technology		
Central Processors 36200 68201	Police Department virtual infrasturcture Limited staff availability	25,000
CAD-Police Systems 36200 68260	CAD system for the police department pending final purchases to complete project	100,000
Mobile Radios 36200 68602	Radio system Limited staff availability	115,000
Central Processors 36300 68201	E-mail server upgrade project Limited staff availability	41,000
Total City Clerk Department		281,000

Attachment 1

Department/Account Number	Description and Explanation	Amount
General Services Department		
Transit		
Buses	Buses and vans for transit	
34700 68725	Limited staff availability	172,000
34800 68725		395,000
Facilities		
Building Repair-Senior Center	Senior Center polyurethane reroof	15,000
33300 63405	Limited staff availability	
Building Improvements-ADA	Animal Control ADA modular office	24,000
33300 68574	Limited staff availablility	
Total General Services Department		606,000
Public Utilities Department		
Water		
Specialty Equipment	SWTP warehouse equipment and power tools	29,000
77000 68750	project delay by vendor	
Total Public Utilities Department		29,000
Community Investment Department		
Government Facilities		
Fire Station #3 -Emergency Generator	Replace emergency Generator	55,000
90000 - 71061	In progress	
Fire Station #3 -Fencing/Camera	Install perimeter fencing and security cameras	85,000
90000 - 71062	In progress	
Fire Station #2 -Emergency Generator	Replace emergency Generator	54,000
90000 - 71102	In progress	
Civic Center North District	Civic Center North site improvements	1,250,000
90000 - 71325	In progress	
Civic Center Landscape	Design for City Hall/Civic Center Campus Improvements.	110,000
90000 - 71361	Limited staff availability.	
Civic Center ADA Improvements	Civic Center ADA improvements	109,000
90000 - 71392	Limited staff availability.	
Letterman Park ADA Improvements	ADA improvements to Letterman Park	33,000
90000 - 71421	CCDA funded. In progress	
Transit Station	Design and Construct new Transit Building	1,850,000
90000 - 71428	In progress	
Fire Station 6	Property Acquisition for Fire Station Site	235,000
90000 - 71435	In progress	
Public Safety Facility - Flooring Repair	Repair flooring at designated locations	30,000
90000 - 71453	In progress	
Public Safety Records Counter Window	Install Window at records counter	29,000
90000 - 71455	In progress	

Department/Account Number	Description and Explanation	Amount
Government Facilities-(continued)		
Pet Addoption Emergency Generator 90000 - 71540	Install Emergency Generator In progress	84,000
Letterman Park Irrigation System 90000 - 75191	Replace Irrigation System In progress	65,000
Sewer Capital Projects - Enterprise Fund		
Paula Ave Sewer at Gettysburg 91000 - 72582	Replace Sewer main In progress.	73,000
Sewer Capital Projects - Developer Fund		
Temperance Nees - Big Dry Creek 92000 - 73360	Easements for Dry Creek Diversion Channel In progress.	200,000
Harlan Recycled Water Pipeline 92000 - 73380	Install connection for recycled water to Harlan Ranch In progress.	133,000
Park Improvements		
Parks Master Plans 93000 - 75010	Master Plan update In progress	43,000
Street Improvements		
Shaw - Locan to DeWolf 95000 - 74049	Design and Right of Way acquisition. Regional Measure C Project - currently acquiring land.	2,525,000
Willow - North of Alluvial 95000 - 74051	Widening Willow north of Alluvial Measure C funded. In progress	490,000
Fowler - Herndon to SR168 95000 - 74056	Grind and overlay Fowler Ave. Currently under construction.	50,000
Shaw - DeWolf to McCall 95000 - 74057	Design and Right of Way acquisition. Regional Measure C - Environmental and ROW Acq.	2,660,000
DeWolf/Shaw Traffic Signal 95000 - 74388	Install signal Currently under construction.	50,000
Fowler/Shepherd Traffic Signal 95000 - 74392	Install signal , Intersection improvements Currently under construction.	50,000
Clovis - Shaw to Pico 95000 - 74507	Grind and overlay Clovis Ave. Currently under construction.	50,000
Leonard-Enterprise Canal 95000 - 74529	Replace bridge at canal HBRR funded. Currently in Design/Environmental	350,000
Shepherd/Minnewawa Traffic Signal 95000 - 74547	Install signal CMAQ funded. In Progress	285,000
Trail Pavement Maintenance 95000 - 74561	Slurry sections of Old Town Trail In progress	60,000
Sunnyside - South of Nees 95000 - 74565	Widen Sunnyside Ave. In progress	470,000
Willow - Shepherd to Copper 95000 - 74566	Design and Right of Way acquisition. Regional Measure C - Environmental and ROW Acq.	1,980,000

Department/Account Number	Description and Explanation	Amount
Street Improvements-(continued)		
Minnewawa - Barstow to Shaw 95000 - 74776	Grind and overlay of Minnewawa Avenue. Limited staff availability.	430,000
ADA Wheelchair Ramps 95000 - 74886	ADA improvements at various City ramps. CDBG funded. In progress.	130,000
Shaw - Clovis to Sunnyside 95000 - 74924	Grind and overlay Shaw Ave. Currently under construction.	750,000
Fowler - Gettysburg to Ashlan 95000 - 74927	Grind and overlay Fowler Ave. In progress	550,000
Pavement Management System 95000 - 74975	Development of the pavement management system. Coordinate with other projects in 2016-17.	25,000
Local Streets 95000 - 74995	Rehabilitation of various local neighborhood streets. In progress	800,000
Water Capital Projects - Enterprise Fund		
Osmun/Hughes Alley 4th to 5th 96000 - 72715	Replace water main In Progress	31,000
Well 11 Improvements 96000 - 77351	Drill and Develop Well site In Progress	470,000
Well 6A Improvements 96000 - 77650	Drill and Develop Well site In Progress	475,000
Water Capital Projects - Developer		
Enterprise Canal/Fancher Creek Imp. 97000 - 77533	Concrete flume improvements. FID lead agency for construction.	110,000
Enterprise Canal Improvements 97000 - 77715	Construct Improvements to Enterprise Canal. Cost sharing with FID in progress.	75,000
Community Sanitation - Enterprise Fund		
Landfill Entrance 99500 - 81125	Construct left turn lane into landfill entrance In Progress	250,000
Landfill Office 99500 - 81126	New Office Building on west end of landfill In Progress	660,000
Landfill Parking and Storage 99500 - 81127	New parking area and covered vehicle storage In Progress	176,000
Landfill Electric Power 99500 - 81170	Extension of power to west end of property In Progress	175,000
Landfill Transfer Station 99500 - 81205	Aquire and construct a Refuse Transfer Station In Progress	1,500,000
Total Community Investment Program Department		20,065,000
	Total Expenditure Reappropriations =	$ 21,116,000

AGENDA ITEM NO:	CC-D-3
City Manager:	pw

- CITY OF CLOVIS -
REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department and Administration

DATE: October 3, 2016

SUBJECT: Approval – Res. 16-___, A Resolution of the City Council of the City of Clovis Approving, Authorizing, and Directing the Execution and Delivery of the Agreement to Terminate the Central California Joint Powers Health Financing Authority Between the City of Fresno and the City of Clovis

ATTACHMENTS:

Attachment 1: Resolution
Attachment 2: Termination Agreement

CONFLICT OF INTEREST

None.

RECOMMENDATION

That the Council approve a termination of the Central California Joint Powers Health Financing Authority Between the City of Fresno and the City of Clovis.

EXECUTIVE SUMMARY

In 1993 the Cities of Clovis and Fresno established the Central California Joint Powers Health Financing Authority ("Authority") for the purposes of facilitating projects for Community Hospital of Central California, Fresno Community Hospital and Medical Center, and Sierra Hospital Foundation. The Authority has since become obsolete due to the availability of the California Municipal Finance Authority ("CMFA") and California Statewide Communities Development Authority ("CSCDA"), which are now used by hospitals for financing projects. The City of Fresno's Finance Department would like to dissolve the Authority as a housekeeping matter, as there are no outstanding or anticipated Authority projects at this time. Staff concurs with this request.

BACKGROUND

In 1993, the City Council adopted Resolution No. 93-92 establishing the Central California Joint Powers Health Financing Authority with the City of Fresno. A copy of the Authority Agreement is included with **Attachment 2**. The Cities of Clovis and Fresno established the Authority for the purposes of financing projects for the Community Hospital of Central California, Fresno Community Hospital and Medical Center, and Sierra Hospital Foundation (Community Medical Centers). Community Medical Centers, including Clovis Community Hospital, no longer use the Authority for financing. Instead they utilize either the CMFA, established in 2004 or the CSCDA, established in 1988.

The Authority has fulfilled the purposes for which it was formed and is no longer necessary. There are no Certificates of Participation outstanding under the terms of any indenture, resolution, trust agreement, or other instrument entered into or executed pursuant to the Authority Agreement, and the Authority has no assets. Therefore under Section 3 of the Authority Agreement, the Authority Agreement may be terminated. A copy of the Termination Agreement, and the Council Resolution approving the Termination Agreement is included with **Attachments 1** and **2**.

FISCAL IMPACT

None

REASONS FOR RECOMMENDATION

The Authority has fulfilled the purposes for which it was formed and is no longer necessary.

ACTIONS FOLLOWING APPROVAL

The City of Fresno will approve the Termination Agreement and the agreement will be executed by the mayors of both cities. Authority records will be kept for the requisite period of time.

Prepared by: John Holt, City Clerk

Submitted by: Jamie G. Hughson, Finance Director

RESOLUTION 16-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING, AUTHORIZING, AND DIRECTING THE EXECUTION AND DELIVERY OF THE AGREEMENT TO TERMINATE THE CENTRAL CALIFORNIA JOINT POWERS HEALTH FINANCING AUTHORITY BETWEEN THE CITY OF FRESNO AND THE CITY OF CLOVIS

WHEREAS, the City of Fresno and the City of Clovis (the "Members") are parties to that certain Joint Exercise of Powers Agreement, dated July 15, 1993 (the "Agreement"), which is attached hereto as **Exhibit A**; and

WHEREAS, the Agreement was authorized via City of Fresno Resolution No. 93-214 and City of Clovis Resolution No. 93-92, and established the Central California Joint Powers Health Financing Authority (the "Authority") to finance projects for Community Hospital of Central California, Fresno Community Hospital and Medical Center, and Sierra Hospital Foundation; and

WHEREAS, the Members amended the Agreement by a First Amendment to Joint Exercise of Powers Agreement, dated January 1, 2000, attached hereto as **Exhibit B**, to update the makeup of the Authority's Governing Board in light of the elimination of the Mayor Pro Tempore position in the City of Fresno; and

WHEREAS, as of the date of this Termination Agreement: (1) the Authority has fulfilled the purposes for which it was formed and is no longer necessary: (2) there are no Certificates of Participation outstanding under the terms of any indenture, resolution, trust agreement, or other instrument entered into or executed pursuant to the Agreement: and (3) the Authority has no assets; and

WHEREAS, the Members now wish to terminate the Agreement and dissolve the Authority; and

WHEREAS, pursuant to Section 3 of the Agreement, the Agreement may be terminated at any time by a supplemental written agreement of the Members; and

WHEREAS, pursuant to Section 17 of the Agreement, approval of the Agreement shall be authorized by resolutions of the City Councils of the Cities of Clovis and Fresno.

NOW, THEREFORE, the City Council of the City of Clovis finds and resolves as follows:

1. The attached Termination Agreement is hereby approved and the Mayor is authorized to take all steps necessary to execute and deliver the Termination Agreement.

2. This Resolution shall take effect upon its passage

* * * * * *

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

AYES:
NOES:
ABSENT:

Attachment 1

ABSTAIN:

Date: October 3, 2016

_____

Nathan Magsig, Mayor

Attest:

_____

John Holt, City Clerk

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AGREEMENT TO TERMINATE THE CENTRAL CALIFORNIA JOINT POWERS HEALTH FINANCING AUTHORITY

This AGREEMENT TO TERMINATE THE CENTRAL CALIFORNIA JOINT POWERS HEALTH FINANCING AUTHORITY ("Termination Amendment") is made and entered into as of this ___ day of October, 2016, by and between the CITY OF FRESNO, a municipal corporation, and the CITY OF CLOVIS, a municipal corporation (hereinafter referred to jointly as the "Members").

RECITALS

A. The Members are parties to that certain Joint Exercise of Powers Agreement, dated July 15, 1993 (the "Agreement"), attached hereto as **Exhibit "A,"** which established the Central California Joint Powers Health Financing Authority (the "Authority").

B. The Members amended the Agreement by a First Amendment to Joint Exercise of Powers Agreement, dated January 1, 2000, attached hereto as **Exhibit "B,"** to update the makeup of Authority's Governing Board in light of the elimination of the Mayor Pro Tempore position in the City of Fresno.

C. As of the date of this Termination Agreement:

   a. The Authority has fulfilled the purposes for which it was formed and is no longer necessary;

   b. There are no Certificates of Participation outstanding under the terms of any indenture, resolution, trust agreement, or other instrument entered into or executed pursuant to the Agreement; and

   c. The Authority has no assets.

D. The Members now wish to terminate the Agreement and dissolve the Authority.

E. Section 3 of the Agreement provides that the Agreement may be terminated at any time by a supplemental written agreement of the Members.

AGREEMENT

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

1. Effective Date. The Agreement shall terminate and the Authority shall be dissolved on the date stated above.

2. **Records Retention.** Pursuant to Section 6 of the Agreement, all records regarding the formation of the Authority, its existence, any Project, any Certificates of Participation authorized by the Authority for execution and delivery, and all proceedings

pertaining to termination of the Authority shall be retained by each of the Members for six (6) years following the termination or final payment of any Certificates of Participation authorized for execution and delivery by the Authority, whichever is later.

3. **Authority.** Pursuant to City of Fresno Resolution No. 16-_____, attached hereto as **Exhibit "C,"** and the City of Clovis Resolution No. 16-_____, attached hereto as **Exhibit "D,"** authorizing termination of the Agreement, the Members covenant that they have all requisite power and authority and the legal right to enter into, execute, and deliver this Termination Agreement.

4. **Entire Agreement.** This Agreement and its attachments constitute the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon representations, express or implied, not contained in this Termination Agreement. All prior understandings, terms, or conditions are deemed merged into this Agreement.

5. **Counterparts.** This Termination Agreement may be executed in any number of counterparts, which together shall constitute one instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By: _____
Ashley Swearengin
Mayor

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: _____
Raj Singh Badhesha
Deputy City Attorney

CITY OF CLOVIS,
a California municipal corporation

By: _____
Nathan Magsig
Mayor

ATTEST:

By: _____
John Holt, City Clerk

APPROVED AS TO FORM:

By: _____
David J. Wolfe, City Attorney

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AGENDA ITEM NO: CC-E-1

City Manager: pw

- CITY OF CLOVIS -
REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: October 3, 2016

SUBJECT: Approval - Res. 16-___; Authorizing Amendment of the City's Classification Plan and the Facilities Maintenance Supervisor Classification

ATTACHMENTS:
1) Res. 16-___; Amendment of the City's Classification Plan
2) Exhibit A – Revised Facilities Maintenance Supervisor Classification Specification

CONFLICT OF INTEREST
None

RECOMMENDATION
Approval - Res. 16-___; authorizing amendment of the City's Classification Plan and the Facilities Maintenance Supervisor classification.

EXECUTIVE SUMMARY
On September 12, 2016, the Council authorized an amendment to the City's Classification Plan by adopting the Facilities Maintenance Supervisor classification. Subsequent to the Council's action adopting the new classification, it was noted that the driver's license requirement for the classification was in error. Therefore, staff recommends a minor revision to the classification specification to include the appropriate driver's license requirement.

BACKGROUND
At the September 12, 2016, Council meeting, the Council approved a staff recommendation to amend the City's Classification Plan and adopt the Facilities Maintenance Supervisor classification. The classification is assigned to the Department Support Division of the General Services Department. The adopted classification inadvertently contained a requirement for a California Class A commercial driver's license. However, the Facilities Maintenance Supervisor will not operate commercial

vehicles as part of his/her assigned duties. Therefore, staff recommends adoption of a change to the classification in order to clarify that a non-commercial, California Class B driver's license is required for the classification.

FISCAL IMPACT
None

REASON FOR RECOMMENDATION
When the Facilities Maintenance Supervisor classification was adopted on September 12, 2016, the classification's driver's license requirement inadvertently listed a California Class A commercial license instead of the appropriate Class B non-commercial license. Modification of the City's Classification Plan requires the City Council's approval.

ACTIONS FOLLOWING APPROVAL
The class specification will be modified as noted in Attachments 1 and 2.

Prepared by: Melissa Paminto, Management Analyst

Submitted by: Robert K. Ford, General Services Director

RESOLUTION 16-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS AUTHORIZING AMENDMENT OF THE CITY'S CLASSIFICATION PLAN AND THE FACILITIES MAINTENANCE SUPERVISOR CLASSIFICATION SPECIFICATION

The City Council of the City of Clovis resolves as follows:

WHEREAS, a review of the Facilities Maintenance Supervisor classification has identified a need to amend the classification specification; and,

WHEREAS, it has been determined that the classification's current requirement for a Class A California driver's license should be changed to a Class B California driver's license in order to accurately reflect the assigned scope of duties of the classification; and,

WHEREAS, amendments to the City's Classification Plan require approval by the City Council.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Clovis that the City's Classification Plan shall be amended to include the revised Facilities Maintenance Supervisor classification specification as noted in Exhibit A attached.

* * * * * * * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on October 3, 2016, by the following vote to wit:

AYES:

NOES:

ABSENT:

Dated: October 3, 2016:

Mayor	City Clerk

Exhibit A

Facilities Maintenance Supervisor

Class Code:
XXXX

Employee Unit: Clovis Management

CITY OF CLOVIS, CALIFORNIA
Established Date: September 12, 2016

SALARY RANGE

$40.17 - $48.83 Hourly
$6,962.00 - $8,463.00 Monthly
$83,544.00 - $101,556.00 Annually

DESCRIPTION:

DEFINITION

Under general direction, to plan, supervise, and participate in facilities maintenance functions and perform related work as required.

CLASS CHARACTERISTICS

This classification is responsible for the supervision of facilities maintenance programs. The incumbent acts with a high degree of independence of action in the assigned areas of responsibilities. Direction provided to incumbent consists of the assignment of responsibility for attaining objectives according to management direction and policy guidelines. Incumbent is expected to develop methods and procedures for solving problems encountered. Except where a deviation in policy is involved, most of the work is not reviewed directly by a supervisor. When work is reviewed, the review is directed toward final outcome and results. Incumbent reports directly to the Department Support Manager.

EXAMPLES OF DUTIES:

The Facilities Maintenance Supervisor is responsible for planning, organizing, coordinating, controlling, and supervising field activities of the Facilities Maintenance Section. The incumbent participates in facility maintenance field assignments as needed. Incumbent generates, reviews, recommends, and administers approved contracts associated with the maintenance and repair of City facilities, prepares bid specifications related to facilities maintenance and posts, manages, analyzes, and awards simple quotes, request for proposals (RFP's), and bids utilizing the City's e-procurement system. Incumbent reviews facilities and equipment maintenance systems and recommends programs to resolve problems; establishes performance standards and analyzes output to predict future needs for City facilities. Incumbent performs analyses related to City property/facility acquisition. Assists in the preparation of the section budgets and monitors budgets throughout the fiscal year; incumbent generates and presents staff reports related to the acquisition of goods and services for City facilities. Incumbent makes periodic inspections of work in progress, conducts performance evaluations, recommends staff hires, and discipline

of subordinate employees. Incumbent processes and adjusts employee's grievances and explains policies, procedures, and the objectives of the Facility Maintenance Section to subordinate staff by written directives and by oral communications; conducts staff meetings and employee training programs; enforces rules and regulations. Incumbent supervises and reviews tasks involving the various building trades and building maintenance skills, including carpentry, plumbing, heating and air conditioning, electrical, painting, and other repair, alteration, and installation work related to City buildings and facilities; supervises, instructs, and provides training to subordinates on assignments when assistance is required; conducts weekly safety meetings; prepares written reports and maintains work records; operates trucks, construction equipment, and related building maintenance equipment when necessary; responds to emergency calls on and after normal duty hours; assists the General Services Division Manager in planning, scheduling, and monitoring facility maintenance and/or construction activities; oversees and manages the City's security systems; and generates quarterly staff reports related to facilities maintenance; and performs other duties as required.

TYPICAL QUALIFICATIONS:

LICENSE REQUIRED

- Possession of a valid Class B California Driver's License and a good driving record.

EDUCATION AND EXPERIENCE

Education:

- Graduation from an accredited college or university with a Bachelor's Degree in Constriction Management, Industrial Technology, Business Administration, Public Administration, or a closely related field.

Experience:

- A minimum of three (3) years of increasingly responsible experience in a variety of building maintenance/construction activities; and at least two (2) years of which shall have been in a management/supervisory capacity.

QUALIFICATIONS

Knowledge of:

- Management principles applicable to municipal facilities maintenance;
- Basic purchasing principles;
- Facility and/or property acquisition methods;
- Workplace safety principles and practices;
- Contract administration;
- Record keeping and report writing;
- Bid/proposal specification preparation;
- Principles of supervision;
- Management principles of preventive maintenance;
- General building, plumbing, mechanical, and electrical procedures and codes;
- Building trades, such as carpentry, plumbing, heating ventilating, air conditioning, electrical, painting, and other similar repair, alteration, and installation work;
- Standard tools, methods, practices, and materials of the several trades involved in the maintenance and repair of buildings and facilities;
- Procedures for design, installation, and maintenance of facilities communication systems;
- Sufficient computer skills to be successful in the position, including knowledge of word processing, spreadsheet applications, and online purchasing.

Ability to:
- Plan, design, coordinate, and control the work of subordinates;
- Conduct analysis and prepare written/oral reports on various projects in a clear, logical, and concise manner;
- Maintain accurate records;
- Read, understand, and apply complex written material;
- Establish record keeping systems;
- Design minor facility renovations, additions, and alterations;
- Supervise, plan schedules, make work assignments, set priorities, train, evaluate, select, and recommend discipline for subordinates;
- Process and adjust grievances in accordance with labor agreement and applicable personnel policies and regulations;
- Formulate and administer budgets;
- Operate a vehicle observing legal and defensive driving techniques;
- Understand and carry-out oral and written instructions;
- Establish and maintain effective relationships with those contacted in the course of work;
- Understand and work from general instructions and specifications, both written and oral, and follow blueprints and sketches;
- Use the tools, equipment, and materials of the various building trades;
- Perform manual labor as needed.

SUPPLEMENTAL INFORMATION:

PHYSICAL DEMANDS AND WORKING CONDITIONS
- Work is conducted in both a field and office environment;
- Incumbent is required to travel within and outside of the City;
- Incumbent is required to attend periodic evening meetings;
- Climb ladders;
- A variety of fieldwork, including inspections of projects, and carrying and/or pushing objects weighing 50 pounds.

AGENDA ITEM NO: **CC-E-2**

City Manager: _____

- CITY OF CLOVIS -
REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: October 3, 2016

SUBJECT: Approval - Res. 16-____, Authorizing Amendments to the Community Service Officer Classification; Approval - Res. 16-____, Authorizing Amendments to the Police Service Officer Classification; and Approval - Res. 16- ___, Authorizing Amendments to the City's FY16-17 Position Allocation Plan in the Police Department by Adding One (1) Police Service Officer Position and Deleting One (1) Community Service Officer Position

ATTACHMENTS:
1) Res. 16-___, Amendments to the Community Service Officer Classification
2) Exhibit A - Revised Community Service Officer Classification
3) Res. 16-___, Amendments to the Police Service Officer Classification
4) Exhibit B - Revised Police Service Officer Classification
5) Res. 16-___, Position Allocation Plan Amendment
6) Exhibit C - Position Allocation Adjustment by Department

CONFLICT OF INTEREST
None

RECOMMENDATION
Approve Res. 16-____, authorizing amendments to the Community Service Officer Classification; and, approve - Res. 16-____, authorizing amendments to the Police Service Officer Classification; and, approve - Res. 16- ___, authorizing amendments to the City's FY16-17 Position Allocation Plan in the Police Department by adding one (1) Police Service Officer position and deleting one (1) Community Service Officer position.

EXECUTIVE SUMMARY
The Police Department currently has one (1) vacant Community Service Officer position. Following an assessment of work assignment needs in the Police Department it is recommended that the vacant Community Service Officer position be deleted and

replaced by one (1) additional Police Service Officer position in order to meet the needs of the Communications Center. Modification of the City's Position Allocation Plan Classification Plan requires the City Council's approval.

Staff also recommends updating the Community Service Officer and Police Service Officer classification specifications in order to accurately depict the assigned duties, education, experience, knowledge and physical demands of the classifications. Modification of the City's Classification Plan requires the City Council's approval.

BACKGROUND

An analysis of departmental operational needs indicates that the addition of one (1) Police Service Officer position and the deletion of one (1) vacant Community Service Officer position will more efficiently serve the department by providing additional support in the Communications Center and reducing overtime costs. Therefore, staff recommends deleting the currently vacant Community Service Officer position and adding one (1) Police Service Officer position.

In addition, a review of the Community Service Officer and Police Service Officer classifications has determined that the classifications should be updated to more accurately reflect the duties, education, experience and abilities required in order to perform the job functions of the classifications. It is further recommended that the Community Service Officer classification specification be amended to identify certain assigned duties in the Police Department's holding facility; and, the requirement of obtaining a PC 832 license to carry and use firearms. The Community Service Officer classification revisions also include modifications to the education and experience requirements to include completion of 60 college units from an accredited college or university and three (3) years of experience involving public contact work.

The Police Service Officer classification also includes proposed revisions to the education and experience requirements to include completion of 60 college units from an accredited college or university and three (3) years of experience involving public contact work.

The Community Service Officer and Police Service Officer classifications are assigned to the Clovis Public Safety Employees Association (CPSEA) bargaining unit for purposes of employee representation. Representatives of the CPSEA bargaining unit have been advised of the proposed revisions to the classifications and are supportive of the recommended changes.

FISCAL IMPACT

None

REASON FOR RECOMMENDATION

An analysis of the operational needs of the Police Department has determined that elimination of one (1) vacant Community Service Officer position and the addition of one (1) Police Service Officer position in the Communications Center will improve

efficiency and reduce overtime costs. Modifications to the City's Position Allocation Plan require the City Council's approval.

The proposed amendments to the Community Service Officer and Police Service Officer classifications are needed in order to accurately describe the job functions being performed and the necessary skill sets to successfully hire qualified candidates to fill future vacancies. The recommended changes to the City's Classification Plan require the City Council's approval.

ACTIONS FOLLOWING APPROVAL

The updated position allocation plan and class specifications for the Police Department will be modified as noted in Exhibits A, B, and C attached.

Prepared by: Melissa Paminto, Management Analyst

Submitted by: Robert K. Ford, General Services Director RKF

RESOLUTION 16-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AMENDMENTS TO THE CITY'S CLASSIFICATION PLAN FOR THE COMMUNITY SERVICE OFFICER CLASSIFICATION

The City Council of the City of Clovis resolves as follows:

WHEREAS, a review of the Community Service Officer classification has identified a need to update the classification specification; and,

WHEREAS, it has been determined that the classification should be amended in order to accurately define the examples of duties, education, experience, and abilities to perform the job functions of the classification; and,

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Clovis that the City's Classification Plan shall be modified to include the revised Community Service Officer classification specification (Exhibit A) attached.

* * * * * * * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on October 3, 2016, by the following vote to wit:

AYES:

NOES:

ABSENT:

Dated: October 3, 2016:

Mayor	City Clerk

EXHIBIT A

City of Clovis

Community Service Officer

DEFINITION

Under supervision, performs responsible public contact and assists law enforcement officers in non-emergency duties as required, and to perform related work as required.

CLASS CHARACTERISTICS

Positions in this class are non-sworn personnel who perform responsible public contact work in crime prevention, code enforcement, school resource programs, and deliver non-emergency police services. An incumbent reports to a sworn member of the Police Department and work is subject to review through observation, conferences, reports, and evaluation of performance. Employees in this class may be assigned to work any shift and may be required to work weekends and holidays.

EXAMPLES OF DUTIES

Performs non-emergency police services, including municipal code enforcement, crime scene, processing, complete reports regarding criminal or civil incidents and investigate minor traffic collisions, operate City vehicles, office machines, and police radio; collect and compile statistical data, and research crime trends, assist sworn members with non-hazardous duties, appear in court, directs crowds of traffic at accident scenes or special events, perform vehicle equipment examinations for compliance with vehicle code, respond to citizen inquires and give assistance or direction as needed, assist in training programs, perform general clerical work, and access computers for information. Solicit community participation, support, and input in determining crime prevention needs and present information to citizen groups, businesses, and homeowners on crime prevention programs, perform home and business security inspections and make security recommendations, develop, organize, and present Neighborhood Watch and Business Watch programs, develop, organize, and present school resource programs, and act as a Department liaison with school district officials. Collect, organize, and book physical evidence related to crime scene investigations; book prisoners arrested by Police Officers, perform jail checks, and transport prisoners as needed; work in close quarters with individuals who have been arrested for various criminal acts, to include serious and violent offenses, and persons under the influence of alcohol and/or drugs; may be required to obtain a PC 832 and wear a firearm during transport of arrestees outside of the Police facility; may be required to attend training and pass departmental firearm qualifications; may receive training in defensive tactics to develop safeguarding skills when dealing with assaultive and/or uncooperative arrestees in the custody setting; and performs related work as required.

TYPICAL QUALIFICATIONS

LICENSE REQUIRED

• Possession of a valid California Driver's License and a good driving record.

EDUCATION AND EXPERIENCE

Education:
- Completion of sixty (60) college units from an accredited college or university.

Desirable Education:
- Bachelor's Degree.

Experience:
- Three (3) years of experience involving public contact work.

Desirable Experience:
- Experience with a law enforcement agency.

QUALIFICATIONS

Knowledge of:
- Computer terminal operating methods;
- Basic English usage, grammar, spelling, and punctuation;
- Basic Math;
- Basic record keeping methods, and filing;
- Modern office equipment, procedures, and practices including the preparation of business correspondence and reports;
- Research techniques, methods, and procedures;
- Geography of the City of Clovis;
- Applicable State laws, City ordinances, procedures, and other regulations governing the Department or area of assigned responsibility.

Ability to:
- Operate a police radio;
- Understand, interpret and explain a wide variety of laws, ordinances, rules, and regulations to others;
- React quickly and calmly and exercise good judgment in all situations;
- Analyze situations and develop effective courses of action;
- Handle multiple work requests under pressure and with frequent interruptions;
- Communicate effectively and professionally, orally, in writing, and electronically in a clear, comprehensive manner;
- Speak English in a clear and concise manner;
- Perform difficult and complex assignments involving independent judgment;
- Follow oral and written instructions;
- Learn, understand, interpret, explain to others and apply a variety of policies, laws, rules, and regulations in various situations;
- Prepare and maintain accurate records and reports;
- Inspire public confidence through personal integrity, appearance and actions;
- Use discretion and good judgment in handling sensitive and confidential information;
- Establish and maintain effective working relationships with those contacted in the course of work;

- Instruct the general public about crime prevention programs;
- Relate to and communicate with school-age groups;
- Obtain a PC 832, carry and use firearms;
- Operate a vehicle, observing legal and defensive driving practices.

SUPPLEMENTAL INFORMATION
PHYSICAL DEMANDS AND WORKING CONDITIONS

Job functions are performed in an office, outdoor, and driving environments. Hearing: acute to hear in person, radio, or telephone. Strength: Light work-lifting, carrying, and/or pushing 25 pounds with frequent lifting and/or carrying of objects weighing up to 25 pounds in the office environment; medium work-lifting, carrying, and/or pushing 50 pounds with frequent lifting and/or carrying of objects weighing up to 50 pounds in the outdoor/driving environments. Other physical requirements include: clear verbal communication, feeling, finger dexterity, frequent grasping, and holding, reaching, talking, and balancing. Incumbents assigned to the outdoor/driving environments are required to work in all weather conditions with the ability to work outdoors when over 100 degrees in the summer and in the cold and rain during the winter months. Vision: Corrected to 20/20 in one (1) eye, 20/30 in the other. Working conditions include: may work in enclosed and confined environments with no windows; ability to attend periodic evening meetings or meetings outside of regularly scheduled shift; may be assigned to work any shift and may be required to work weekends and holidays.

RESOLUTION 16-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AMENDMENTS TO THE CITY'S CLASSIFICATION PLAN FOR THE POLICE SERVICE OFFICER CLASSIFICATION

The City Council of the City of Clovis resolves as follows:

WHEREAS, a review of the Police Service Officer classification has identified a need to update the classification specification; and,

WHEREAS, it has been determined that the classification should be amended in order to accurately define the examples of duties, education, and experience to perform the job functions of the classification; and,

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Clovis that the City's Classification Plan shall be modified to include the revised Police Service Officer classification specification (Exhibit B) attached.

* * * * * * * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on October 3, 2016, by the following vote to wit:

AYES:

NOES:

ABSENT:

Dated: October 3, 2016:

Mayor	City Clerk

EXHIBIT B

City of Clovis
Police Service Officer

DEFINITION

Under general supervision, primarily performs dispatcher duties for the Communications Center and may perform a variety of non-peace officer law enforcement and support service duties in the office and field in a variety of areas, and to perform related work as required.

CLASS CHARACTERISTICS

Positions in this class primarily perform dispatching duties for the Communications Center. Incumbents answer and respond to incoming emergency and non-emergency calls, designate type of incident and priority, responds to calls according to policy and procedures, dispatches public safety personnel, and monitors the activity of field units assigned to incidents. Other duties may include a variety of law enforcement and police support duties that do not require performance by a sworn peace officer in a variety of areas including: support services, records, data entry, property and evidence, public education, planning and neighborhood services, animal control, patrol, youth services, investigations, and parking enforcement. Incumbents are required to perform rotating shift work in a twenty-four (24) hour, seven (7) day per week operation including evening, weekends, and holidays. Incumbents receive thorough instructions and training when tasks are initially assigned and are expected to perform duties by selecting work methods from a variety of standard methods and procedures referring to the supervisor those problems which involve the establishment of new procedures or which involve solutions which are inconsistent with departmental procedures and policies.

EXAMPLES OF DUTIES

The representative duties listed include essential and marginal functions that vary by assignment. Primarily operates in the police communications center, provides telecommunication support and incident coordination for the field units, dispatches calls via telephone, radio, computer and CLETS terminal, and related telecommunications and office equipment; serves as receptionist at public contact points within the police facility; provides information to the public; answers questions and inquiries; prepares reports concerning crimes, accidents, lost and found property, and other circumstances; assists police officers with functions not requiring sworn peace officer status; directs traffic and provides crowd control at crime scenes, accidents, and public events; fingerprints and photographs prospective employees and the general public; enforces parking laws and ordinances in assigned area either on foot or in a motorized vehicle; issues citations for violations of parking laws and testifies in court as required; prepares and maintains logs on police activities; prepares various reports and correspondence; performs data entry utilizing various computer systems and maintains databases; receives, stores, issues, and maintains evidence and property; coordinates property disposal with other City departments and outside agencies; conducts training or public

education sessions; performs Animal Control functions, including picking up stray animals, verifying animal licenses, caring for animals, maintaining the Animal Shelter, and enforcing laws and City ordinances pertaining to animals; and performs related work as required.

TYPICAL QUALIFICATIONS
LICENSE REQUIRED
• Possession of a valid California Driver's License and a good driving record.

EDUCATION AND EXPERIENCE
Education:
• Completion of sixty (60) college units from an accredited college or university.

Desirable Education:
• Bachelor's Degree.

Experience:
• Three (3) years of experience involving public contact work.

QUALIFICATIONS
Knowledge of:
• Radio dispatch procedures;
• Computer terminal operating methods;
• Basic English usage, spelling, grammar, and punctuation;
• Basic math;
• Basic record keeping methods, and filing;
• Modern office equipment, procedures, and practices including the preparation of business correspondence and reports;
• Research techniques, methods, and procedures;
• Geography of the City of Clovis;
• Applicable State laws, City ordinances, procedures, and other regulations governing the Department or area of assigned responsibility.

Ability to:
• Type at the corrected rate of 40 (forty) net words per minute;
• Operate a computer and CLETS terminals, radio equipment, and standard office equipment;
• Receive and give information over the telephone or a police radio, in public in a professional manner;
• Read and understand FCC broadcasting procedures and rules regarding law enforcement radio transmissions and department procedures, rules, and regulations regarding dispatching and general public safety;
• React quickly and calmly and exercise good judgment in all situations;
• Analyze situations and develop effective courses of action;

- Handle multiple work requests under pressure and with frequent interruptions;
- Communicate effectively and professionally, orally, in writing, and electronically in a clear, comprehensive manner;
- Speak English in a clear and concise manner;
- Perform difficult and complex assignments involving independent judgment;
- Follow oral and written instructions;
- Learn, understand, interpret, explain to others and apply a variety of policies, laws, rules, and regulations in various situations;
- Prepare and maintain accurate records and reports;
- Interpret and enforce parking regulations;
- Inspire public confidence through personal integrity, appearance, and actions;
- Use discretion and good judgment in handling sensitive and confidential information;
- Establish and maintain effective working relationships with those contacted in the course of work;
- Instruct the general public about crime prevention programs;
- Relate to and communicate with school age groups;
- Operate a vehicle observing legal and defensive driving practices.

SUPPLEMENTAL INFORMATION
PHYSICAL DEMANDS AND WORKING CONDITIONS

Primary job functions are performed in an office environment other duties are performed in outdoor and driving environments. Hearing: acute to hear in person, radio, telephone, or telephone head-set. Strength: Light work-lifting, carrying, and/or pushing 25 pounds with frequent lifting and/or carrying of objects weighing up to 25 pounds in the office environment; medium work-lifting, carrying, and/or pushing 50 pounds with frequent lifting and/or carrying of objects weighing up to 50 pounds in the outdoor/driving environments. Other physical requirements include: clear verbal communication, feeling, finger dexterity, frequent grasping, and holding, reaching, talking, and balancing. Incumbents assigned to the outdoor/driving environments are required to work in all weather conditions with the ability to work outdoors when over 100 degrees in the summer and in the cold and rain during the winter months. Vision: corrected to normal. Working conditions include: work is subject to simultaneous emergency situation evaluation; ability to attend periodic evening meetings or meetings outside of regularly scheduled shift; and work rotating shifts including evening, weekends, and holidays.

RESOLUTION 16-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AMENDMENTS TO THE FY16-17 POSITION ALLOCATION PLAN

The City Council of the City of Clovis resolves as follows:

WHEREAS, the FY16-17 Position Allocation Plan was approved as part of the FY16-17 City budget adoption process; and,

WHEREAS, a review of the work assignments and staffing needs in the Police Department indicates that it is appropriate to delete one (1) vacant Community Service Officer position and add one (1) Police Service Officer position; and,

WHEREAS, amending the City's adopted FY16-17 Position Allocation Plan requires City Council authorization.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Clovis that the City's FY16-17 Position Allocation Plan shall be amended as noted in (Exhibit C) attached.

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on October 3, 2016, by the following vote to wit:

AYES:

NOES:

ABSENT:

Dated: October 3, 2016:

Mayor	City Clerk

Exhibit C

POSITION ALLOCATION ADJUSTMENT BY DEPARTMENT FY16-17

Department		Number of Positions
Police Department		
Delete:	Community Service Officer	1.0
Add:	Police Service Officer	1.0

AGENDA ITEM NO: CC-E-3

City Manager:

CITY OF CLOVIS
REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: October 3, 2016

SUBJECT: Approval - Res. 16-___; Amending the City's Compensation Plan to Adopt a New Salary Range for the City Manager Classification Effective January 1, 2017

ATTACHMENT: Res. 16-_____

CONFLICT OF INTEREST
None

RECOMMENDATION
Approve Res. 16-___; Amending the City's Compensation Plan to Adopt a New Salary Range for the City Manager Classification, effective January 1, 2017.

EXECUTIVE SUMMARY
It is recommended that the City Council authorize an amendment to the City's Compensation Plan to adopt a new salary range for the City Manager Classification. The recommended change would adjust the City Manager salary range to $16,128 to $19,604 per month, effective January 1, 2017.

BACKGROUND
Staff recommends that the City's Compensation Plan be revised in order to adopt a new salary range for the City Manager classification, effective January 1, 2017. The proposed new salary range for the City Manager classification would be $16,128 to $19,604 per month. The current salary range for the City Manager is $16,934 to $20,584 per month. The current City Manager is retiring on December 31, 2016. The salary range of the current City Manager has been increased over a period of time to provide compensation that recognizes the City Manager's 30 years of experience with the City of Clovis and over 12 years of experience at the executive management level.

It has been determined that the proposed salary range is appropriate for the City Manager classification, considering that the new City Manager will have less executive management experience with the City of Clovis than the incumbent City Manager. In addition, the proposed salary range is within the range established by the comprehensive compensation study conducted by the City in April 2016.

FISCAL IMPACT

The proposed changes to the City Manager salary range and benefit expenses will result in a savings of salary and benefits costs of approximately $32,000 over the remainder of FY 2016-2017.

REASONS FOR RECOMMENDATION:

The recommended City Manager salary range adjustment will maintain the City's ability to attract and retain highly qualified staff and to remain competitive in the labor market. Prior to its implementation, the proposed changes must be authorized by the City Council.

ACTION FOLLOWING APPROVAL:

The City's Compensation Plan will be adjusted to include the recommended revision to the salary range of the City Manager Classification.

Prepared by: Lori Shively, Personnel / Risk Manager

Submitted by: Robert K. Ford, General Services Director RKF

RESOLUTION 16-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AMENDMENTS TO THE CITY'S COMPENSATION PLAN REGARDING THE CITY MANAGER CLASSIFICATION

The City Council of the City of Clovis resolves as follows:

WHEREAS, the City maintains a Compensation Plan designed to provide reasonable compensation for City classifications in order to attract and retain highly qualified employees; and,

WHEREAS, it is necessary to adjust salary ranges of classifications from time to time in order to maintain appropriate compensation levels; and,

WHEREAS, revision of the City's Compensation Plan requires approval of the City Council.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Clovis that the City's Compensation Plan shall be amended to include a revised monthly salary range for the City Manager classification of $16,128 - $19,604, to become effective on January 1, 2017.

* * * * * * * * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on October 3, 2016, by the following vote to wit:

AYES:

NOES:

ABSENT:

Dated: October 3, 2016

Mayor	City Clerk

AGENDA ITEM NO: CC-F-1

City Manager:

- CITY OF CLOVIS -
REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: October 3, 2016

SUBJECT: Approval – Res. 16-____, Final Map for Tract 6147, located at the southeast area of Gettysburg and Armstrong Avenues (De Young Properties 6147, L.P., a California Partnership, De Young Properties)

ATTACHMENTS: Res. 16-_____

(A) Copy of Final Map

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve Res. 16-_____, which will:

1. Accept the offer of dedication of street and public utility easements within 6147 and;

2. Authorize recording of the final map.

EXECUTIVE SUMMARY

The owner, De Young Properties 6147, De Young Properties, acting as the subdivider, has submitted a final map. The improvement plans are currently being processed for final approval. The improvements to be installed include curb, gutter, sidewalk, street paving, sanitary sewers, landscape and irrigation, and water mains. The subject tract is

located at the southeast of Gettysburg and Armstrong Avenues. It contains 2.51 acres and consists of 9 units, zoned R-1 (Low Density Multiple Family Residential).

FISCAL IMPACT

The subdivider will be installing curb, gutter, sidewalk, street paving, sanitary sewers, landscape and irrigation, and water mains, which will be perpetually maintained by the City of Clovis.

REASON FOR RECOMMENDATION

The subdivider has met all conditions of the tentative map. The developer is De Young Properties and improvement plans are being processed by City staff. The development fees have since been paid or deferred in accordance with Municipal Code.

ACTIONS FOLLOWING APPROVAL

The final map will be filed with the Fresno County Recorder's office for recording.

Prepared by: David Gonzalez, Junior Engineer

Submitted by: _____
Michael Harrison
City Engineer

Recommended by: _____
Dwight Kroll, AICP
Director of Planning and
Development Services

RESOLUTION 16-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING FINAL SUBDIVISION MAP FOR TRACT NO. 6147

WHEREAS, a final map has been presented to the City Council of the City of Clovis for Tract 6147, by The City of Clovis, a Municipal Corporation, and

WHEREAS, said final tract conforms to the requirements of Chapter 2, Part 2, of Division 4 of the Business and Professions Code and to local ordinances;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clovis as follows:

1. The final map of Tract 6147, consisting of two (2) sheets, a copy of which is on file with the City Clerk, be and the same is hereby approved.

2. Approval of the Subdivision improvement plans for said tract, consisting of multiple sheets are being completed by City Staff.

3. The preliminary Engineer's Cost Estimate of development cost of said tract, a copy of which is on file with the City Clerk, be and the same is hereby approved and adopted as the estimated cost of improvements for said subdivision in the sum of $475,122.90.

4. The offer and dedication for public use of the parcels, streets and easements specified on said map are accepted by the City of Clovis and the City Clerk is authorized and directed to execute said subdivision map.

5. This Council finds that the proposed subdivision, together with the provisions for its design and improvement, are consistent with applicable general and specific plans of the City of Clovis.

6. Improvement Security, as provided hereunder and in said Subdivision Agreement, is fixed at one hundred percent (100%) or the sum of $475,000.00 for guaranteeing specific performance of said agreement and for payment of labor and materials furnished by contractors, subcontractors, labormen and materialmen in connection with the improvements required to be made or constructed by said subdivider in conformity with said subdivision map or said agreement.

7. Subdivider shall furnish a bond in the sum of $238,000.00 being the amount determined by the City Council of the City as necessary for the guarantee and warranty of the work for a period of one year following the completion and acceptance of the tract against any defective work or labor done, or defective materials furnished. Said bond is required to be furnished prior to acceptance of the tract by the City Council.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on October 3, 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk

FINAL MAP OF

TRACT NO. 6147

BEING A DIVISION PARCEL 1 OF PARCEL MAP NO. 2483, PER MAP RECORDED IN BOOK 16 OF PARCEL MAPS, AT PAGE 75, FRESNO COUNTY RECORDS, SITUATED IN THE NORTHWEST QUARTER, OF THE NORTHWEST QUARTER, OF THE SOUTHEAST QUARTER, OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF; SURVEYED AND PLATTED IN APRIL 2018 BY QUAD KNOPF

CONSISTING OF 2 SHEETS
SHEET 1 OF 2

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE LEGAL OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY SHOWN ON THIS SUBDIVISION MAP, AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY FOR THE MAKING AND FILING OF SAID SUBDIVISION MAP, AND DO HEREBY DEDICATE THE FOLLOWING, AS SHOWN WITHIN THE DISTINCTIVE BORDER LINES HEREON, FOR THE SPECIFIED PURPOSES:

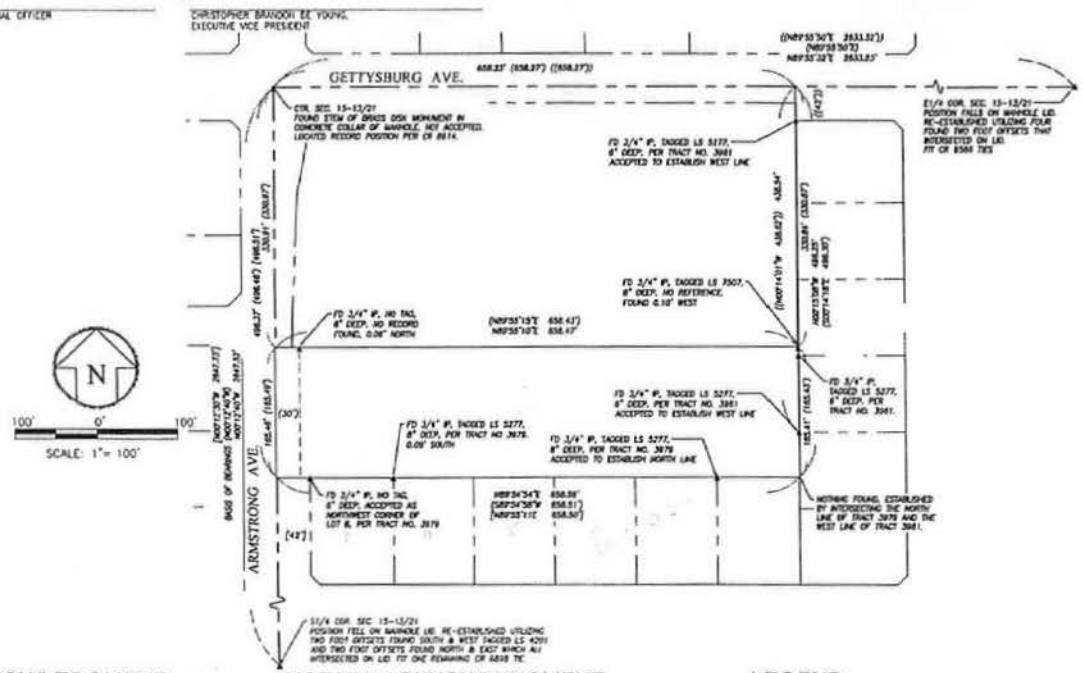
1. PUBLIC UTILITY EASEMENTS SHOWN HEREON AND DESIGNATED AS "P.U.E."
2. WAIVER OF DIRECT ACCESS RIGHTS
3. RIGHT OF WAY FOR ARMSTRONG AVENUE AND DONNER AVENUE, IN FEE TO THE CITY OF CLOVIS.

DE YOUNG PROPERTIES 6147 LP, A CALIFORNIA LIMITED PARTNERSHIP
BY: TEAM 5 PROPERTIES, INC. A CALIFORNIA CORPORATION
ITS GENERAL PARTNER

BY: _____
ERNIE ESCOBEDO, CHIEF FINANCIAL OFFICER

BY: _____
CHRISTOPHER BAHADOR DE YOUNG,
EXECUTIVE VICE PRESIDENT

LEGAL DESCRIPTION & ENCUMBRANCES - SEE SHEET 2 OF 2



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 /
COUNTY OF _____ /

ON _____, BEFORE ME, _____, NOTARY PUBLIC

PERSONALLY APPEARED _____, 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/THEY 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

SIGNATURE _____

PRINT NAME

MY COMMISSION EXPIRES _____

MY COMMISSION NO _____

PRINCIPAL PLACE OF BUSINESS _____ COUNTY

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 /
COUNTY OF _____ /

ON _____, BEFORE ME, _____, NOTARY PUBLIC

PERSONALLY APPEARED _____, 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/THEY 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

SIGNATURE _____

PRINT NAME

MY COMMISSION EXPIRES _____

MY COMMISSION NO _____

PRINCIPAL PLACE OF BUSINESS _____ COUNTY

LEGEND

▲	MONUMENT FOUND AND ACCEPTED AS DESCRIBED, UNLESS NOTED OTHERWISE.
●	SET 3/4" IRON PIPE TAGGED LS 6919, UNLESS NOTED OTHERWISE
( )	RECORD DATA PER PARCEL MAP 2483, RECORDED IN BOOK 16 OF RECORD OF PARCEL MAPS, AT PAGE 75, F.C.R. OR CALCULATED THEREFROM
[ ]	RECORD DATA PER TRACT NO. 3979, ASHLEY ESTATES II, RECORDED IN VOLUME 49 OF PLATS, AT PAGE 5, F.C.R. OR CALCULATED THEREFROM
(( ))	RECORD DATA PER TRACT NO. 3961, ASHLEY ESTATES III, RECORDED IN VOLUME 49 OF PLATS, AT PAGES 3 & 4, F.C.R. OR CALCULATED THEREFROM
———	BLUE BORDER INDICATES THE LIMITS OF THE SUBDIVISION
— - - —	SECTION LINE
F.C.R.	FRESNO COUNTY RECORDS

BASIS OF BEARINGS

THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 15, T.13S., R.21E., M.D.B.&M. AS SHOWN ON PARCEL MAP NO. 2483, RECORDED IN BOOK 16 OF PARCEL MAPS, PAGE 75, F.C.R.

TAKEN AS: N00°12'40"W

BY:

QK

6051 N. FRESNO ST., STE 200 TEL: (559) 449-2400
FRESNO, CA 93710 WWW.QKINC.COM

SURVEYOR'S STATEMENT

THE SURVEY FOR THIS MAP WAS MADE BY ME OR UNDER MY DIRECTION AND IS TRUE AND COMPLETE AS SHOWN. THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DE YOUNG PROPERTIES 5867 L.P., A CALIFORNIA LIMITED PARTNERSHIP, ON APRIL 26, 2016. I HEREBY STATE THAT ALL OF THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE ONE YEAR OF THE DATE THIS MAP IS RECORDED, OR ANY TIME EXTENSION APPROVED BY THE CITY ENGINEER. THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DAVID W. BERRY, LS 6813 _____ DATE _____

CITY ENGINEER'S STATEMENT

I, MICHAEL J. HARRISON, CITY ENGINEER OF THE CITY OF CLOVIS, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

MICHAEL J. HARRISON, P.L.S. 8098 _____ DATE
CITY ENGINEER

CITY SURVEYOR'S CERTIFICATE

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

MICHAEL J. HARRISON, P.L.S. 8098 _____ DATE
CITY SURVEYOR

CITY CLERK'S CERTIFICATE

I, JOHN HOLT, DO HEREBY CERTIFY THAT THE COUNCIL OF THE CITY OF CLOVIS, BY RESOLUTION

ADOPTED ON _____, 20____, 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, AND APPROVED THE ABANDONMENT OF THOSE PUBLIC STREETS AND/OR PUBLIC EASEMENTS NOTED AS ABANDONED BY THE FILING OF THIS MAP.

JOHN HOLT, CITY CLERK _____ DATE

RECORDER'S CERTIFICATE

DOCUMENT NO. _____ FEE PAID _____

FILED THIS _____ DAY OF _____, 20____, AT _____M.,

IN VOLUME _____ OF PLATS, AT PAGES ____ THRU ____, FRESNO COUNTY RECORDS AT THE REQUEST OF QUAD KNOPF, INC.

PAUL A. DICTOS, CPA
FRESNO COUNTY ASSESSOR/RECORDER

BY: _____
DEPUTY

ATTACHMENT A

FINAL MAP OF

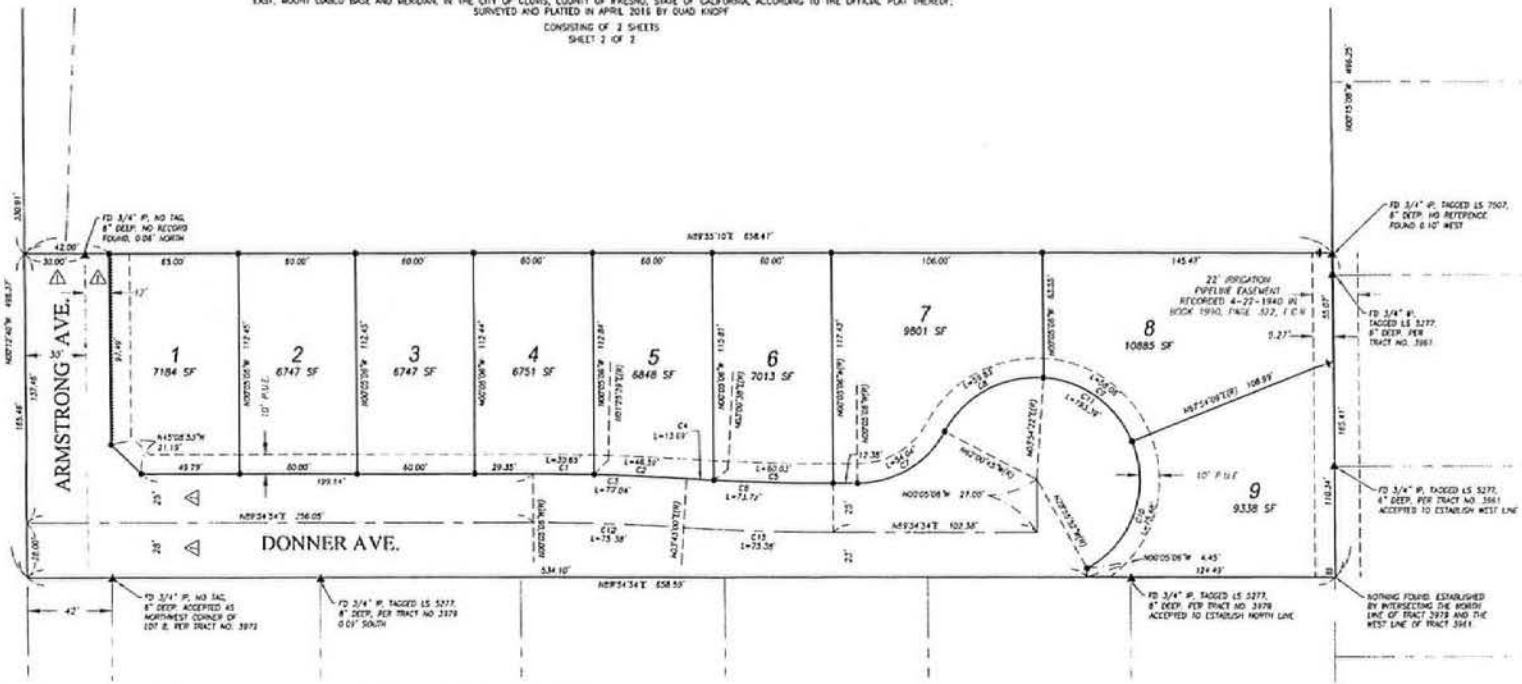
TRACT NO. 6147

BEING A DIVISION PARCEL 1 OF PARCEL MAP NO. 2483, PER MAP RECORDED IN BOOK 16 OF PARCEL MAPS, AT PAGE 73, FRESNO COUNTY RECORDS, SITUATED IN THE NORTHWEST QUARTER, OF THE NORTHWEST QUARTER, OF THE SOUTHEAST QUARTER, OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, SURVEYED AND PLATTED IN APRIL 2016 BY QUAD KNOPF

CONSISTING OF 2 SHEETS
SHEET 2 OF 2

CURVE TABLE

CURVE #	RADIUS	LENGTH	TANGENT	DELTA
C1	1161.00'	30.65'	15.33'	1°30'46"
C2	1161.00'	46.39'	23.20'	2°17'21"
C3	1161.00'	77.04'	38.53'	3°48'07"
C4	1111.00'	13.69'	6.85'	0°42'22"
C5	1111.00'	60.03'	30.02'	3°05'45"
C6	1111.00'	73.72'	36.87'	3°48'07"
C7	50.00'	54.04'	30.00'	61°55'39"
C8	52.00'	59.83'	33.72'	65°55'07"
C9	52.00'	58.08'	32.45'	63°59'47"
C10	52.00'	75.48'	46.14'	83°10'00"
C11	52.00'	193.39'	175.09'	213°04'54"
C12	1136.00'	75.36'	37.70'	3°48'07"
C13	1136.00'	75.36'	37.70'	3°48'07"



LEGEND

- ▲ MONUMENT FOUND AND ACCEPTED AS DESCRIBED, UNLESS NOTED OTHERWISE.
- ● SET 3/4" IRON PIPE TAGGED LS 6919, UNLESS NOTED OTHERWISE.
- ◆ SET 3/4" IRON PIPE TAGGED LS 6919, WITNESS CORNER ON LOT LINE 3' FROM NEAREST LOT CORNER (DISTANCES SHOWN ARE TO TRUE LOT CORNERS)
- ■ SET 3/4" IRON PIPE TAGGED LS 6919, WITNESS CORNER AT A 3' x 3' OFFSET AS SHOWN ON THE MAP (DISTANCES SHOWN ARE TO TRUE LOT CORNERS)
- ( ) RECORD DATA PER PARCEL MAP 2483, RECORDED IN BOOK 16 OF RECORD OF PARCEL MAPS, AT PAGE 75, F.C.R. OR CALCULATED THEREFROM
- [ ] RECORD DATA PER TRACT NO. 3979, ASHLEY ESTATES II, RECORDED IN VOLUME 49 OF PLATS, AT PAGE 5, F.C.R. OR CALCULATED THEREFROM
- (( )) RECORD DATA PER TRACT NO. 3861, ASHLEY ESTATES III, RECORDED IN VOLUME 49 OF PLATS, AT PAGES 3 & 4, F.C.R. OR CALCULATED THEREFROM
- WAVER OF DIRECT ACCESS RIGHTS PER THIS MAP
- BLUE BORDER INDICATES THE LIMITS OF THE SUBDIVISION
- SECTION LINE
- F.C.R. FRESNO COUNTY RECORDS
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) INDICATES RADIAL BEARING

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

⚠ NOW OFFERED FOR DEDICATION FOR PUBLIC STREET AND UTILITY PURPOSES, IN FEE, TO THE CITY OF CLOVIS.

LEGAL DESCRIPTION

THE LAND REFERRED TO IS SITUATED IN THE COUNTY OF FRESNO, CITY OF CLOVIS, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1 OF PARCEL MAP NO. 2483, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 16 PAGE 75 OF PARCEL MAPS, FRESNO COUNTY RECORDS

ENCUMBRANCES

ACCORDING TO PRELIMINARY TITLE REPORT, ORDER NO. 1411005329-DO, DATED 5-26-2016
ITEMS 1-3 INTENTIONALLY EXCLUDED

4. SAID LAND LIES WITHIN THE FRESNO METROPOLITAN FLOOD CONTROL DISTRICT AND IS SUBJECT TO DRAINAGE FEES AND/OR REQUIREMENTS TO CONSTRUCT PLANNED LOCAL DRAINAGE FACILITIES, AS DISCLOSED BY RESOLUTION NO. 1816, RECORDED JULY 31, 1995 AS DOC. NO. 95092128
5. ASSESSMENT NO. 0805 FOR FRESNO METROPOLITAN FLOOD CONTROL DISTRICT PAYABLE WITH THE REAL PROPERTY TAXES.
6. AN EASEMENT GRANTED TO FRESNO CANAL AND IRRIGATION COMPANY AND ITS SUCCESSORS AND ASSIGNS, FOR RIGHT OF WAY FOR CANAL AND EMBANKMENTS FOR IT'S CANAL AND BRANCHES, DATED JUNE 16, 1873, RECORDED AUGUST 13, 1873 IN BOOK J OF DEEDS, PAGE 36
   AFFECTS : EXACT LOCATION NOT DISCLOSED
7. RIGHT OF WAY GRANTED TO THE COUNTY OF FRESNO FOR A PUBLIC ROAD, DATED JULY 23, 1907, RECORDED MARCH 2, 1908 IN BOOK 393 OF DEEDS, PAGE 320 – AFFECTS : WEST 20 FEET
8. AN EASEMENT FOR STREET PURPOSES AFFECTS : EAST 10 FEET OF WEST 30 FEET AS SHOWN UPON PARCEL MAP NO. 2483
9. A SLOPE EASEMENT DATED NOVEMBER 14, 1989, RECORDED DECEMBER 5, 1989 IN OFFICIAL RECORDS AS DOCUMENT NO. 89132912.
   AFFECTS THE SUBJECT PROPERTY, THE EST BOUNDARY LINE THEREOF, AND THE EASTERLY ADJOINING PROPERTY. WIDTH IS NOT DISCLOSED.
10. (DUPLICATE REFERENCE TO NUMBER 9)
11. INTENTIONALLY EXCLUDED
12. LANDSCAPE MAINTENANCE AGREEMENT DATED MARCH 8, 2006, RECORDED MARCH 15, 2006 IN OFFICIAL RECORDS AS DOCUMENT NO. 2006-0054102
13. AGREEMENT FOR DETERMINT OF DEVELOPMENT REQUIREMENTS OF THE CITY OF CLOVIS, TO DO WORK AFTER NOTICE AND CREATING LIEN ON REAL PROPERTY DATED MARCH 8, 2006, RECORDED MARCH 15, 2006 IN OFFICIAL RECORDS AS DOCUMENT NO. 2006-0054103
14. AGREEMENT FOR DETERMINT OF DEVELOPMENT REQUIREMENTS OF THE CITY OF CLOVIS, TO DO WORK AFTER NOTICE AND CREATING LIEN ON REAL PROPERTY DATED MARCH 8, 2006, RECORDED MARCH 15, 2006 IN OFFICIAL RECORDS AS DOCUMENT NO. 2006-0054104

N

40' 0' 40'

SCALE: 1"= 40'

BY:

QK

6051 N. FRESNO ST., STE. 200
FRESNO, CA 93710

TEL. (559) 449-2400
WWW.QKINC.COM

AGENDA ITEM NO:	CC-F-2
City Manager:	

- CITY OF CLOVIS -
REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: October 3, 2016

SUBJECT: Approval – Res. 16-_____, Annexation of Proposed Tract 6147, located at the southeast area of Gettysburg and Armstrong Avenues, to the Landscape Maintenance District No. 1 of the City of Clovis (De Young Properties 6147, L.P., a California Partnership, De Young Properties)

ATTACHMENTS: Res. 16-_____

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve Res. 16-_____, that will annex proposed Tract 6147, which is located at the southeast area of Gettysburg and Armstrong Avenues, to the Landscape Maintenance District No. 1 of the City of Clovis.

EXECUTIVE SUMMARY

The owners, De Young Properties 6147, De Young Properties acting as the subdivider, have requested to be annexed to the Landscape Maintenance District No. 1 of the City of Clovis as set forth by the Conditions of Approval for Tract 6147.

BACKGROUND

De Young Properties 6147, De Young Properties, the developer of Tract 6147, has executed a covenant that this development be annexed to the City of Clovis LMD No. 1. An executed copy can be provided on request. Council formed the original District on

July 15, 1985, for the purpose of funding the maintenance of landscaped areas and parks. Each annexation to the District has a separate assessment so that the cost of landscape maintenance of this landscaped area will be borne entirely by the benefit area that includes this tract.

Under the provisions of the Landscaping and Lighting Act of 1972, and in accordance with Article XIII C and Article XIII D of Proposition 218, all the owners of property proposed for annexation have provided a written request and consent to annexation, and have executed a covenant (petition) indicating acceptance of the annual assessment.

FISCAL IMPACT

This project will add landscaping to the Landscape Maintenance District No. 1 of the City of Clovis shown as follows:

	Tract 6147	Year to Date
LMD Landscaping added:	0.07 acres	17.629 acres
Resource needs added:	0.018 person	1.762 person

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

REASON FOR RECOMMENDATION

The property owners for the subject tract have requested annexation into the City of Clovis LMD No. 1.

ACTIONS FOLLOWING APPROVAL

Tract 6147 shall become a part of City of Clovis LMD No. 1 and will be assessed next year for maintenance costs.

Prepared by: David Gonzalez, Junior Engineer

Submitted by: _____
Michael Harrison
City Engineer

Recommended by: _____
Dwight Kroll, AICP
Director of Planning
And Development
Services

RESOLUTION 16-

A RESOLUTION OF THE COUNCIL OF THE CITY OF CLOVIS, CALIFORNIA, APPROVING ANNEXATION TO LANDSCAPING MAINTENANCE DISTRICT NO. 1 OF THE CITY OF CLOVIS

WHEREAS, City of Clovis Landscape Maintenance District No. 1 ("District") was formed by Resolution No. 85-78, adopted July 15, 1985, pursuant to Part 2 of Division 15 of the Streets and Highways Code (Landscape and Lighting Act of 1972), herein the "Act"; and

WHEREAS, all of the owners of property proposed to be annexed to the District consisting of proposed Tract No. 6147, as described in Exhibit "A" attached hereto and incorporated herein by reference, have consented to said annexation and such annexation may be ordered without notice and hearing or filing of engineer's report, or both.

NOW, THEREFORE, IT IS RESOLVED AND ORDERED, as follows:

1. That the public interest and convenience require that certain property described in Exhibit "A" attached hereto and by reference incorporated herein be annexed into Landscape Maintenance District No. 1 of the City of Clovis for the maintenance and servicing of landscaping facilities.

2. The City Clerk shall receive and file the maps showing the boundaries of the areas annexed as set forth in Exhibit "A" which boundaries shall be used for assessment proceedings until and unless a change of organization is approved pursuant to the Act.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on October 3, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk

Exhibit "A"

LOTS 1 THROUGH 9, INCLUSIVE, OF TRACT NO. 6147, RECORDED IN VOLUME _____ OF PLATS AT PAGES _____ THROUGH _____, FRESNO COUNTY RECORDS.

AGENDA ITEM NO:	CC-F-3
City Manager:	

- CITY OF CLOVIS -
REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: October 3, 2016

SUBJECT: Approval – Rejection of all bids for CIP 15-22, Fire Station 3 Fencing and Camera System

ATTACHMENTS: (A) Vicinity Map

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to reject all bids for the project.

EXECUTIVE SUMMARY

The construction involves installing a decorative iron security fence and closed circuit television camera system at fire station number 3 located at 555 N. Villa Avenue.

Staff has evaluated the project site and all design aspects within the scope of this project for compliance with the Americans with Disabilities Act (ADA) accessibility standards as of October 3, 2016. The project will be ADA compliant upon completion.

BACKGROUND

The following is a summary of the bid results of September 20, 2016:

BIDDERS	BASE BIDS
Hobbs Construction, Inc.	$157,599.00
Davis Moreno Construction, Inc.	$228,493.30
ENGINEER'S ESTIMATE	**$ 81,880.00**

All bids were examined and the bidder's submittals were found to be in order. Staff has validated the lowest bidder's contractor license and OSHA status.

FISCAL IMPACT

This project was budgeted in the FY2015-2016 Community Investment Program. Budgeted funds are not available to proceed with award of the project at the apparent low bid amount.

REASON FOR RECOMMENDATION

There are insufficient funds available to proceed with award of the project.

ACTIONS FOLLOWING APPROVAL

1. All bids will be rejected.
2. Staff will re-scope the project before releasing to public to re-bid.

Prepared by: Johnny LeMaster, Project Engineer

Submitted by: Michael Harrison
Interim City Engineer

Recommended by: FOR D.K.
Dwight Kroll, AICP
Director of Planning
and Development Services

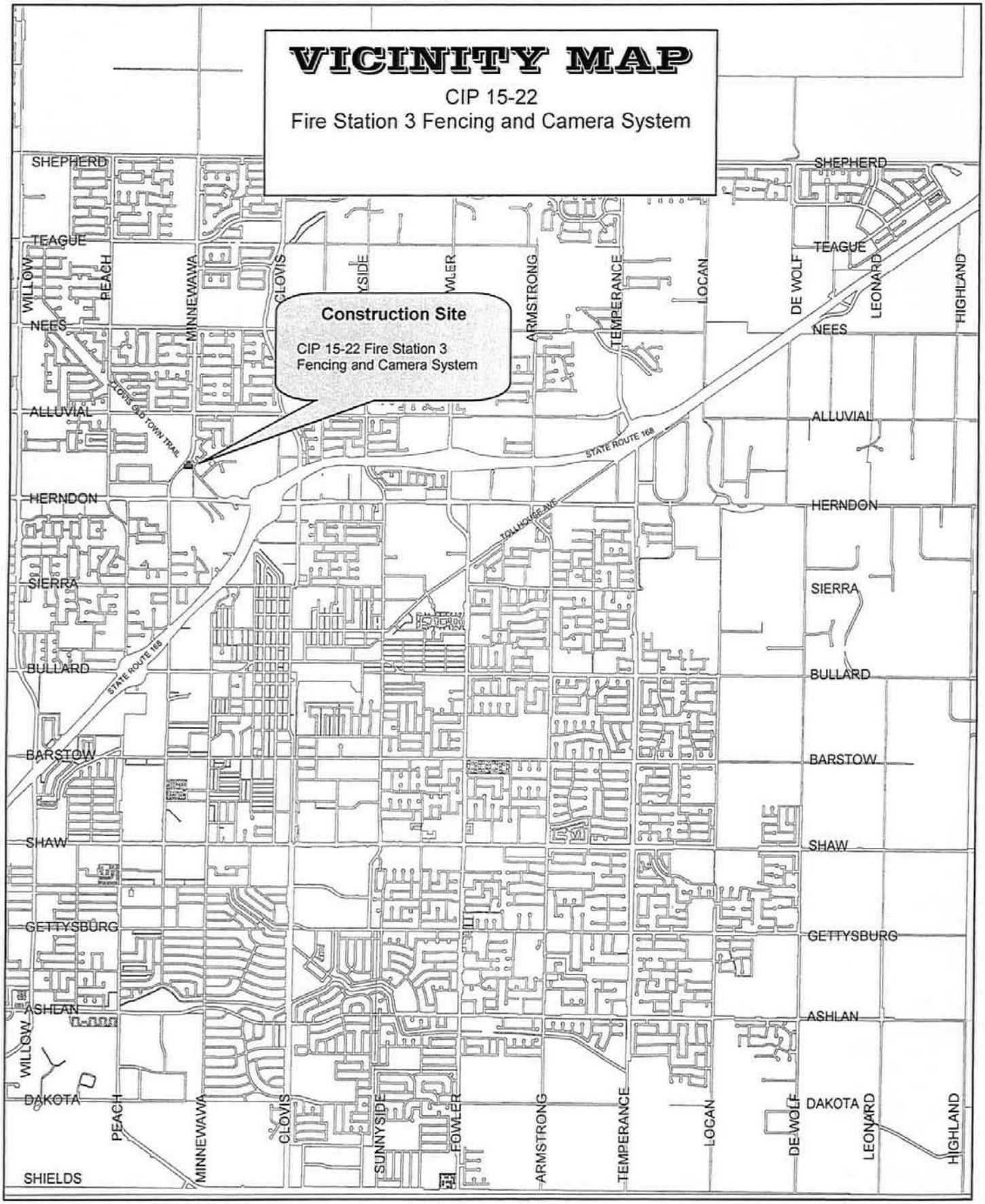


EXHIBIT A

PREPARED BY: Johnny LeMaster

PRIN

AGENDA ITEM NO: 1

- CITY OF CLOVIS -
REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: October 3, 2016

SUBJECT: Personnel Announcement – City Manager.

Mayor Magsig will give an oral presentation on this item. Please direct questions to the City Manager's office at 559-324-2060.

AGENDA ITEM NO: 3-A-1

City Manager: pw

- CITY OF CLOVIS -
REPORT TO THE CITY COUNCIL

TO:	Mayor and City Council
FROM:	Administration
DATE:	October 3, 2016
SUBJECT:	Consider Approval - Appointment to Personnel Commission
ATTACHMENT:	Resignation Letter of Drew Bessinger

CONFLICT OF INTEREST

None

RECOMMENDATION

Approve the appointment of Jerry Brady to the Clovis Personnel Commission.

EXECUTIVE SUMMARY

Pursuant to the resignation letter of Drew Bessinger from the Clovis Personnel Commission (please see attached), Mayor Magsig and the General Services Director Robert Ford conducted interviews with citizens who made application and expressed interest in serving on the Personnel Commission. Mayor Magsig recommends appointment of Jerry Brady to the Personnel Commission. The proposed term of office will end in May 2019, when the former Commissioner's term would end.

BACKGROUND

Drew Bessinger provided a resignation letter from his position on the Clovis Personnel Commission to be effective October 2, 2016. Mayor Magsig and the General Services Director Robert Ford conducted interviews with interested applicants. As a result of that process, Mayor Magsig recommends that Jerry Brady be appointed to the Personnel Commission. His term of office will end in May 2019.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

Pursuant to Clovis Municipal Code Chapter 9.1, the Mayor, with the approval of the City Council, shall make appointment to the Personnel Commission.

ACTIONS FOLLOWING APPROVAL

Staff will inform Mr. Brady of the action taken by the City Council and provide additional orientation and information about the role and responsibilities of the Personnel Commission.

Prepared by: Jacquie Pronovost, Executive Assistant

Submitted by: Robert Ford, General Services Director RHF

823 Oak Avenue
Clovis, CA 93611
559. 322.1998 (h)(f)
Bessngr@aol.com

Drew M. Bessinger

September 13, 2016

Received
SEP 15 2016
ADMN/CITYMGR

Mayor Nathan Magsig
Clovis City Hall
1033 Fifth Street
Clovis, CA 93612

Mayor Magsig

Pursuant to the requirements of the Clovis Municipal Code, I will be tendering my resignation, effective October 2, 2016, from the Personnel Commission due to my candidacy for Clovis Council in 2017. I would like to thank you, and the other members of the Clovis Council, for the opportunity to serve our community as a Personnel Commissioner for the last 6 years.

Sincerely,

Drew M. Bessinger

AGENDA ITEM NO: 3-A-2

City Manager: pw

- CITY OF CLOVIS -
REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance

DATE: October 3, 2016

SUBJECT: Conduct the Public Hearing as required for purposes of Section 147(f) of the Internal Revenue Code of 1986 (Tax Equity and Fiscal Responsibility Act ("TEFRA")) in connection with the proposed Issuance of bonds by Millennium Housing of California with respect to the Woods Mobile Home Park (1001 Sylmar Avenue, Clovis, CA, 93612); and Approve Res. 16-___, Authorizing, and Directing Execution of an Associate Membership Agreement with the Independent Cities Finance Authority

ATTACHMENTS:
A – Letter from Millennium Housing dated August 30, 2016
B – Sample letter to Woods residents dated August 19, 2016
C – Draft Resolution
D – Joint Powers Agreement Creating the Independent Cities Finance Authority
E – Associate Membership Agreement
F – Bylaws of the Independent Cities Finance Authority

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve a resolution approving, authorizing, and directing execution of an Associate Membership Agreement with the Independent Cities Finance Authority (the "Authority") and approving the issuance of bonds by the authority with respect to the Woods Mobile Home Park.

EXECUTIVE SUMMARY

Millennium Housing of California, a California nonprofit public benefit corporation (the "Owner"), has requested that the Authority issue and sell its Mobile Home Park

Revenue Bonds (The Woods Mobile Home Park) in one or more series (the "Bonds") in an aggregate principal amount of not to exceed $33,500,000 to (i) finance the acquisition and renovation of a 260-space mobile home park known as the Woods Mobile Home Park located at 1001 Sylmar Avenue, Clovis, California (the "Project"), (ii) finance additional renovations to be made to the Project, (iii) finance a repair and replacement reserve fund and a rental assistance fund and (iv) finance certain costs of issuing the Bonds.

Since the City of Clovis is the jurisdiction in which the property is located, the Council must hold a public hearing under the provisions of the Tax Equity and Fiscal Responsibility Act ("TEFRA") within the Internal Revenue Code to receive any public testimony regarding the project before it considers authorizing the Authority to issue the Bonds. The adoption of the resolution is the first step in the process for the Authority to issue the Bonds.

Should the City approve the Authority's issuance of the Bonds, the City would have no obligation or liability associated with this Project or with the Bonds. Neither the City nor its staff have reviewed or considered the financial feasibility of the Project or the expected ongoing operation of the Project. Adopting the resolution will not obligate the City to provide any financing to the Borrower or for the Project. The Bonds will not constitute indebtedness or obligation, or a pledge of the faith and credit, of the City. The Bonds will be limited obligations of the Authority.

BACKGROUND

The City has received a request by the Borrower to hold a TEFRA public hearing regarding the proposed issuance of the "Bonds" for the (i) finance the acquisition and renovation of a 260-space mobile home park known as The Woods Mobile Home Park (the "Project"), (ii) finance additional renovations to be made to the Project, (iii) finance a repair and replacement reserve fund and a rental assistance fund and (iv) finance certain costs of issuing the Bonds. Upon conclusion of the public hearing, the Council is then requested to adopt a resolution authorizing the Authority to proceed with the issuance of the Bonds.

For its part, Millennium will record covenants reserving at least 20% of the units for very-low income households (earning 50% or less of the area median income – a total of 52 spaces) and an additional 30% for lower income households (80% or less of the area median income – a total of 78 spaces).

George Turk, president, Millennium Housing, has met with the residents on several occasions and he has indicated that the residents are supportive of the proposal. Attachment "A" summarizes the Woods project and steps required to complete. Attachment "B" is a sample notice sent to Woods residents dated August 19, 2016. The information below is from Attachment "B", Proposal for the Woods:

"Increase in Rent for All Spaces:

- Although the rent will increase by $110/month, current residents will receive $85/month in Assistance, resulting in a net increase of $25 in year 1. New residents who buy their homes after Millennium purchases the Park will not be eligible for this Assistance.

- The $85 Housing Assistance Payment may be reduced by $20-$25/ month each year, depending on turnover and other factors. Essentially, the initial increase will be phased in over 5 years, net of the Assistance. The Woods will continue to be subject to the annual cost-of-living adjustment provided in the Rent Control Ordinance.
- The Housing Assistance will be provided automatically, provided that you are in compliance with Park Rules, are current on your rent and have returned the Annual Income Certification. The Housing Assistance is not dependent upon your income classification.

Additional Provisions:

- Millennium will follow the guidelines of Clovis' Rent Control Ordinance, even if it is repealed or otherwise invalidated. This is rent control that can't be taken away.

- All net surpluses from The Woods will be retained and be reinvested back into The Woods for upgrades, rental assistance, etc.

- Millennium will solicit input from residents into how their community is operated, including the establishment of rules, budget matters, senior age restriction and capital improvement priorities. Millennium will do its best to implement reasonable recommendations of our residents.

- Upon request, Millennium will provide the Homeowner's Board quarterly financial reports, so the Board can see where rent dollars are being spent."

The Authority is authorized to assist in the financing and refinancing of mobile home park housing facilities. In order to initiate such a financing, the authoritative body (e.g., the city council) of the city in which the proposed facilities are located must (1) conduct a public hearing and (2) approve the Authority's issuance of indebtedness. Therefore, although the Authority will be the issuer of the tax-exempt obligations for the Project, the financing cannot proceed without the City of Clovis' approval.

The Internal Revenue Code requires the local legislative body of the City, the Council, to hold this hearing before it considers authorizing the issuance of the Bonds. The purpose of this staff report is to facilitate the Authority's request for holding the hearing. The attached resolution, if approved by the Council, will provide authorization to the Authority to issue tax-exempt obligations, in an amount not to exceed $33,500,000, on behalf of the Borrower, to benefit the Project. The proposed resolution would act as the

approval of the "applicable elected representatives" with respect to the proposed Project. The Authority is authorized by Chapter 8 of Part 5 of Division 31 of the Health and Safety Code of the State of California to issue and sell revenue bonds. In order for the Bonds to quality for "private activity bond" status, a public hearing must be held. If the Council adopts this resolution, the Authority will proceed with the process.

The first subject item calls for the Council to hold a "TEFRA" hearing. This acronym stands for the Tax Equity and Fiscal Responsibility Act of 1982. This Act requires the local legislative body of the local agency in which the project is located to notice and conduct a public hearing. The Council will need to hold this hearing and call for any public testimony regarding the proposed project financing. No written testimony as of this date has been received.

FISCAL IMPACT

The City will not be a party to the financing documents. The bond debt will not be secured by any form of taxation, or be an obligation of the City. Neither would the bond debt represent or constitute a general obligation of the City. Pursuant to the governing California statutes, the City of Clovis is not responsible for the repayment of obligations incurred by the Authority or Millennium Housing.

The City will have no obligation or liability associated with this financing.

REASON FOR RECOMMENDATION

Approval of the resolution will allow the Authority to issue the bonds and the Borrower to acquire the Project.

ACTIONS FOLLOWING APPROVAL

If approved, the bond documents will be finalized, the bonds will be sold and proceeds will be used to close escrow on the property.

Prepared by: Jay Schengel, Assistant Finance Director

Submitted by: Jay Schengel, Assistant Finance Director_____

MILLENNIUM
HOUSING

PHONE 949.515.5100
FAX 949.515.5101

August 30, 2016

Mr. John Holt
Assistant City Manager
City of Clovis
1033 Fifth Street
Clovis, CA 93612

RE: The Woods Mobile Country Club

Dear Mr. Holt:

This letter will summarize The Woods project and the steps necessary to pursue such a program.

Project

We are proposing the acquisition of The Woods Mobile Country Club ("the Park") to Millennium Housing of California, 501c3 non-profit housing corporation. The Woods consists of a total of 260 spaces in a well-maintained Over-55 Age-Restricted Park.

Benefits

The sale of The Woods to Millennium will accomplish several major objectives for the residents and the City of Clovis:

- The Woods will be permanently removed from any future rent control disputes. After the initial adjustment, rent increases will be per the Clovis Rent Control Ordinance. As a non-profit, Millennium is very comfortable with Clovis's rent restrictions and has no intention of challenging them.

- The project will be accomplished at a limited cost to the City. The City is not providing any financial assistance and will not have to issue the bonds or take any liability for repayment of the debt.

- Residents can have a larger voice in rules, budget matters, etc. **Residents will have the benefits of ownership without the responsibilities.**

20 Pacifica, Suite 1470, Irvine, CA 92618
www.millenniumhousing.com

Attachment A

- Net cash flows generated by The Woods will remain in the Park for increased maintenance, rent stability, additional services, etc. The profit element will be removed.

- 260 units will be assured of remaining in the City's affordable housing stock.

- 52 spaces will be designated for occupancy by very low income households with another 78 for occupancy by lower-income households. We believe Clovis can count these units towards its housing requirements.

Project Finance

- Clovis would join the Independent Cities Financing Authority ("ICFA"), a statewide joint powers authority which would issue tax-exempt bonds on behalf of the non-profit sufficient to pay the purchase price, create a reserve account for improvements and cover costs of issuance. The City will not be involved in the bond issuance.

- The Non-profit Corporation would repay the bond issues out of the Park's cash flow. The City would not assume any liability for bond repayment.

Our analysis of the cash flows and a bond proforma indicates that the financing is feasible.

Project Conditions

Affordability: the non-profit owner will enter into covenants that will assure the units remain affordable during the life of the bond issue.

Maintenance: To assure the continued high quality of the Park, a working capital reserve will be created as part of the transaction. The goal of management will be to increase the equity in residents' homes by stabilizing rents (after the initial increase) and maintaining the capital improvements.

Monitoring: Millennium will agree to a regular monitoring program by the Authority, including annual review of affordability and level of maintenance.

Implementation

Our due diligence studies have been completed. Residents have approved our purchase and the new rent structure—and are very excited at the prospect of non-profit ownership.

The following steps still need to be accomplished:

- Clovis's joining the ICFA as an Associate Member and approval of a TEFRA Hearing.
- Approval of the Project by ICFA as bond issuer.
- Finalization of the bond documentation.
- Successful bond sale and close of escrow.

If all goes as planned, we expect to close escrow by the end of October, which is within the period set forth in the purchase escrow.

Millennium and the residents of The Woods thank you for your work in support of this Project and for Clovis' continuing commitment to the residents of its manufactured home communities.

Very truly yours,

George Turk
President

The Woods Manufactured Home Community
1001 Sylmar, Clovis, CA 93612
August 19, 2016

[redacted]
1001 Sylmar, Space No. [redacted]
Clovis, CA 93612

RE: The Woods MHC—Notice of Rent Increase

Dear [redacted]

As you know, The Woods is in escrow to be purchased by Millennium Housing (or related entity), on terms and conditions described in a letter sent to you by Millennium and discussed in two Homeowner Meetings. This notice is being sent at Millennium's request.

Effective April 1, 2017, the monthly rent on your space will be increased from $ to **$656.27. This increase will be partially offset by a Rent Subsidy, as described below and on the attached.** For example, your increase for the first year is $25/month, net of the Subsidy.

The rent increase is further described below:

1.	Current Base Rent	$522.14
2.	Current Capital Replacement—W3 (3-18)	24.13
3.	Current Monthly Space Rent	**$546.27**
4.	New Increase to Facilitate Non-Profit Conversion	110.00
5.	New Monthly Space Rent on 4/1/17	**$656.27**

As described on the attached proposal prepared by Millennium Housing, you will receive an $85.00 Subsidy on April 1, 2017, so that your net increase in the first year will be $25.00. The actual amount you will pay net of the Subsidy for April 1, 2017 will be $571.27. Later years will be as described on the attachment.

Please note: This increase will only go into effect if The Woods has been purchased by Millennium Housing or related entity. Millennium is a 501c3 non-profit corporation. In no event will this increase be effective if The Woods has not been converted to non-profit ownership.

In the event The Woods has converted to non-profit ownership by April 1, this increase will go into effect unless homeowners representing more than 50% of the spaces file a Petition, as described in Section 5.13.07 of the Clovis Municipal Code.

If such a petition is, in fact, filed, Millennium Housing will cancel the escrow and The Woods will remain under the current ownership. Millennium does not wish to purchase The Woods if 50% of the homeowners do not want them to.

Attachment B

The basis for this rent increase, which is above that which is exempt from review under the City's rent review ordinance, is presented to you by Millennium Housing.

If you have any questions about this Notice, please direct them to George Turk, President of Millennium Housing. He may be reached by email at gturk@millenniumhousing.net or by phone at (949) 515-5100 x 203.

C. Nate Nelson
Owner/Representative
Dated: 8/19/16

George Turk
Millennium Housing
Dated: 8/19/16

CERTIFICATION: I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

C. Nate Nelson
Owner/Representative
Dated: 8/19/16

George Turk
Millennium Housing
Dated: 8/19/16

PROPOSAL FOR THE WOODS

Increase in Rent For All Spaces:

- Although the rent will increase by $110/month, current residents will receive $85/month in Assistance, resulting in a net increase of $25 in year 1. New residents who buy their homes after Millennium purchases the Park will not be eligible for this Assistance.

- The $85 Housing Assistance Payment may be reduced by $20-$25/month each year, depending on turnover and other factors. Essentially, the initial increase will be phased in over 5 years, net of the Assistance. The Woods will continue to be subject to the annual cost-of-living adjustment provided in the Rent Control Ordinance.

- The Housing Assistance will be provided automatically, provided that you are in compliance with Park Rules, are current on your rent and have returned the Annual Income Certification. The Housing Assistance is not dependent upon your income classification.

Additional Provisions:

- Millennium will follow the guidelines of Clovis's Rent Control Ordinance, even if it is repealed or otherwise invalidated. **This is rent control that can't be taken away.**

- All net surpluses from The Woods will be retained and be reinvested back into The Woods for upgrades, rental assistance, etc.

- Millennium will solicit input from residents into how their community is operated, including the establishment of rules, budget matters, Senior age restriction and capital improvement priorities. Millennium will do its best to implement reasonable recommendations of our residents.

- Upon request, Millennium will provide the Homeowner's Board quarterly financial reports, so the Board can see where rent dollars are being spent.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING, AUTHORIZING, AND DIRECTING EXECUTION OF AN ASSOCIATE MEMBERSHIP AGREEMENT WITH THE INDEPENDENT CITIES FINANCE AUTHORITY AND APPROVING THE ISSUANCE OF BONDS BY THE AUTHORITY WITH RESPECT TO THE WOODS MOBILE HOME PARK

WHEREAS, certain cities of the State of California (collectively, the "Members") have entered into a Joint Powers Agreement (the "Joint Powers Agreement") establishing the Independent Cities Finance Authority (the "Authority") and prescribing its purposes and powers, and providing, among other things, for associate members of the Authority (an "Associate Member"); and

WHEREAS, the Authority has been formed for the purpose, among others, of assisting its Members and Associate Members in the raising of capital to finance the capital improvement needs of Local Agencies (as defined in the Joint Powers Agreement), to provide for home mortgage financing with respect to those Members or Associate Members that are either a city or a county or a special district of the State of California, to provide financing in connection with the improvement, construction, acquisition, creation, rehabilitation and preservation of affordable housing within the boundaries of the Members and Associate Members, and to provide financing in accordance with the provisions of applicable law in connection with other projects and programs that are in the public interest and which benefit Members and Associate Members including making loans to tax-exempt organizations from the proceeds of mortgage revenue bonds to finance the acquisition of multifamily rental housing, including mobile home parks, under the provisions of Chapter 8 of Part 5 of Division 31 (commencing with Section 52100) of the Health and Safety Code; and

WHEREAS, Millennium Housing of California, a California nonprofit public benefit corporation (the "Owner"), has requested that the Authority issue and sell its Mobile Home Park Revenue Bonds (The Woods Mobile Home Park) in one or more series (the "Bonds") in an aggregate principal amount of not to exceed $33,500,000 to (i) finance the acquisition and renovation of a 260-space mobile home park known as The Woods Mobile Home Park located at 1001 Sylmar Avenue, Clovis, California (the "Project"), (ii) finance additional renovations to be made to the Project, (iii) finance a repair and replacement reserve fund and a rental assistance fund and (iv) finance certain costs of issuing the Bonds; and

WHEREAS, the Owner or a related entity will be the sole owner of the Project; and

WHEREAS, the City Council of the City has determined that the operation of the Project by the Owner in accordance with the laws and ordinances of the City, and in accordance with a proposed regulatory agreement to be recorded on the Project, shall help the City meet identified affordable housing needs in the community and will lessen the burden on the City to plan for the provision of a broad range of housing types that can serve all members of the Clovis community; and

WHEREAS, the City Council has determined that it is in the public interest and for the public benefit that the City become an Associate Member of the Authority in order to facilitate the financing described above; and

WHEREAS, there is now before the City Council the form of an associate membership agreement; and

WHEREAS, the Bonds will be qualified "private activity bonds" for purposes of the Internal Revenue Code of 1986 (the "Code"); and

WHEREAS, pursuant to Section 147(f) of the Code, the proposed issuance of private activity bonds is required to be approved by the "applicable elected representative" of the governmental unit having jurisdiction over the area in which the Project is to be located, after a public hearing held after reasonable public notice; and

WHEREAS, the members the City Council are the applicable elected representatives of the City; and

WHEREAS, there has been published, at least 14 days prior to the date hereof, in a newspaper of general circulation within the City, a notice that a public hearing regarding the proposed issuance of the Bonds would be held on the date hereof; and

WHEREAS, such public hearing was conducted on the date hereof by the City Council at which time an opportunity was provided to interested parties to be heard with respect to the proposed issuance of the Bonds and financing of the Project; and

WHEREAS, it is intended that this resolution shall constitute the approval of the proposed issuance of the Bonds required by Section 147(f) of the Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

Section 1. The City Council hereby approves the City's membership in the Authority as an Associate Member and the Associate Membership Agreement, in substantially the form on file with the City Clerk, pursuant to which the City shall become an Associate Member of the Authority. The Mayor, City Manager, City Clerk, and any other proper officers and officials of the City, are hereby authorized and directed to take all actions and do all things necessary or desirable hereunder with respect to the Associate Membership Agreement including, but not limited to, the execution and delivery of the Associate Membership Agreement on behalf of the City and the delivery of any other agreements, certificates, instruments and other documents which they, or any of them, may deem necessary or desirable and not inconsistent with the purposes of this Resolution.

Section 2. The City Council hereby approves the issuance of the Bonds by the Authority for the purpose of financing the acquisition and improvement of the Project by the Owner. It is the purpose and intent of this City Council that this resolution constitutes approval of issuance of the Bonds for the purposes of Section 147(f) of the Code.

Section 3. The issuance and delivery of the Bonds shall be subject to the approval of and execution by the Authority of all financing documents relating thereto to which the Authority is a party and subject to the sale of the Bonds by the Authority. Pursuant to the Authority's Joint Powers Authority Agreement and Bylaws, the Associate Membership Agreement approved herewith, and the documentation approved for issuance of the Bonds, the City shall have no responsibility or liability whatsoever with respect to the Bonds or the Project.

Section 4. Pursuant to the Authority's Joint Powers Authority Agreement and Bylaws, the Associate Membership Agreement approved herewith, and the documentation approved for issuance of the Bonds, the adoption of this Resolution shall not obligate the City or any department thereof, nor does the City express any intent, to (i) provide any financing to acquire or construct the Project or to provide any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition or operation of the project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2016, by the following called vote:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

_____
Mayor, City of Clovis

ATTEST:

_____
City Clerk, City of Clovis

I hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Clovis held the __ day of _____, 2016.

_____
City Clerk

Approved as to form:

_____
City Attorney

JOINT POWERS AGREEMENT

CREATING THE INDEPENDENT CITIES FINANCE AUTHORITY

This Joint Powers Agreement (the "Agreement") is entered into by and among the public agencies (hereinafter referred to as "Members" and set forth in Appendix A attached hereto and incorporated herein by this reference), organized and existing under the Constitution and laws of the respective states in which such agencies are domiciled.

RECITALS

WHEREAS, Articles 1 and 2, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, the public agencies executing this Agreement desire to join together for the purpose of assisting public agencies to finance the acquisition, construction, installation and/or equipping of public capital improvements and to encourage and promote other joint and cooperative endeavors among such public agencies for their mutual benefit;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1

DEFINITIONS

"Associate Member" shall mean any Local Agency that shall have duly executed and delivered to the Authority an Associate Membership Agreement in the form and as further provided in the Bylaws of the Authority.

"Authority" shall mean the Independent Cities Finance Authority created by this Agreement.

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

"Executive Committee" shall mean the Executive Committee of the Board of Directors of the Authority.

"Fiscal Year" shall mean that period of twelve months which is established by the Board of Directors or the Bylaws as the fiscal year of the Authority.

"Government Code" shall mean the California Government Code, as amended.

"Home Mortgage Financing Program" shall mean a program for financing home mortgages undertaken by the Authority pursuant to the provisions of Part 5 of Division 31 (commencing with Section 52000) of the California Health and Safety Code with respect to those Members or Associate Members that are either a city or a county of the State of California.

Attachment D

"Joint Powers Law" shall mean Articles 1 and 2, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code.

"Legislative Body" shall mean the legislative board of each Public Agency and Local Agency that are either Members or Associate Members, respectively, of the Authority.

"Local Agency" shall have the meaning set forth in Section 6585(f) of the Government Code, as may hereafter be amended from time to time.

"Member" shall mean any Public Agency which has executed this Agreement and has become a member of the Authority.

"Public Agency" shall mean public agency as defined in Government Code Section 6500, as may hereafter be amended from time to time.

"Housing Authority Law" shall refer to all the powers and duties related to the provision of financing for the acquisition, construction, rehabilitation, refinancing or development of housing pursuant to the provisions of Part 2 of Division 24 (commencing with Section 34200) of the California Health and Safety Code with respect to those Members or Associate Members that are a housing authority located in the State of California.

Unless the context clearly requires otherwise, as used in this Agreement, words of the masculine, feminine or neuter gender shall be construed to include each other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

ARTICLE 2

PURPOSES

This Agreement is entered into by the Members in order that they may jointly develop programs to assist in the raising of capital to finance the capital improvement needs of Local Agencies, provide for home mortgage financing with respect to those Members or Associate Members that are either a city or a county of the State of California, provide financing in connection with the improvement, construction, acquisition, creation, rehabilitation and preservation of affordable housing within the boundaries of the Members and Associate Members, and provide financing in accordance with the provisions of applicable law in connection with other projects and programs that *are* in the public interest and which benefit Members and Associate Members including, without limitation, making loans to tax-exempt organizations from the proceeds of mortgage revenue bonds to finance the acquisition of multi-family rental housing, including mobilehome parks, under the provisions of Chapter 8 of Part 5 of Division 31 (commencing with Section 52100) of the Health and Safety Code (the "Nonprofit Financing Law") or Chapter 1 of Part 2 of Division 24 (commencing with Section 34200) of the Health and Safety Code (the "Housing Authority Law"). This Agreement is also entered into by the Members in order to provide a forum for discussion and study of problems common to the Members and to assist in the development and implementation of solutions to such problems.

ARTICLE 3

PARTIES TO AGREEMENT

Each Member, as a party to this Agreement, certifies that it intends to *and* does contract with all other Members as parties to this Agreement and, with such other Public Agencies as may later be added as parties to this Agreement. Each Member also certifies that the withdrawal of any party from this Agreement pursuant to Article 17 shall not affect this Agreement or the Members' obligations hereunder.

ARTICLE 4

TERM

This Agreement shall become effective when executed and returned to the Authority by at least four Members. The Authority shall promptly notify all Members in writing of such effective date. This Agreement shall continue in effect until terminated as provided herein; provided that the termination of this Agreement with respect to an individual Member upon its withdrawal from membership in the Authority shall not operate to terminate this Agreement with respect to the remaining Members.

ARTICLE 5

CREATION OF THE AUTHORITY

Pursuant to the Joint Powers Law, there is hereby created a public entity separate and apart from the parties hereto, to be known as the "Independent Cities Finance Authority" with such powers as are hereinafter set forth.

ARTICLE 6

POWERS OF THE AUTHORITY

(a) Powers. The Authority shall have all of the powers common to its Members and all additional powers set forth in the Joint Powers Law and other statutes applicable to the joint powers authority created hereby, and is hereby authorized to do all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:

(1) To make and enter into contracts.

(2) To incur debts, liabilities, and obligations and to encumber real or personal property.

(3) To acquire, hold, or dispose of real or personal property, contributions and donations of real or personal property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.

(4) To sue and *be* sued in its own name, and to settle any claim against it.

(5) To receive and use contributions and advances from Members as provided in Government Code Section 6504, including contributions or advances of personnel, equipment or property.

(6) To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5

(7) To acquire, construct, manage, maintain or operate title to real or personal property or rights or any interest therein.

(8) To employ agents and employees.

(9) To receive, collect and disburse moneys.

(10) To finance the acquisition, construction or installation of real or personal property for the benefit of one or more Local Agencies through the sale of its revenue bonds, certificates of participation or other obligations and to enter into any agreement or instrument in connection with the execution, issuance, sale or delivery of such bonds, certificates of participation or other obligations.

(11) To lease, sell, convey or otherwise transfer title or rights to or an interest in real or personal property, including, but not limited to, property financed by the Authority for the benefit of its Members or other Local Agencies, and to enter into any agreement or instrument in connection with any such lease, sale, conveyance or transfer.

(12) To exercise all powers of entities, such as the Authority, created under the Joint Powers Law including, but not limited to, those powers enumerated under the Marks-Roos Local Bond Pooling Act of 1985, as amended.

(13) To exercise other reasonable and necessary powers in furtherance or support of any purpose of the Authority or power granted by the Joint Powers Law, this Agreement or the Bylaws of the Authority.

(b) Restrictions on Powers. Pursuant to and to the extent required by Government Code Section 6509, *the* Authority shall *be* restricted in the exercise of its powers in the same manner as the City of Hawthorne is restricted in its exercise of similar powers; provided that, if the City of Hawthorne shall cease to be a Member, then the Authority shall be restricted in the exercise of its power in the same manner as the City of Baldwin Park. If the City of Baldwin Park shall cease to be a Member, then the Authority shall be restricted in the exercise of its powers in the same manner as the City of South Gate.

(c) In addition to the other powers provided herein, this Agreement is entered into for the express purpose of the joint exercise of powers under Part 5 of Division 31 (commencing with Section 52000) of the California Health and Safety Code.

(d) In addition to the other powers provided herein, the Authority shall have any and all powers authorized by law to each of the parties hereto and separately to the public entity herein created relating to (i) economic development, including, without limitation, the promotion of opportunities for the creation and retention of employment, *the* stimulation of economic activity, and the increase of the tax base, within the jurisdictions of such parties; (ii) the issuance of bonds, notes or other evidences of indebtedness for the financing or refinancing of K-12 educational facilities to be utilized by a non-profit organization; (iii) the issuance of assessment district bonds and bonds issued pursuant to the Mello-Roos Community Facilities Act of 1982, and (iv) the issuance of bonds as permitted under Chapter 1 of Part 2 of Division 24 (commencing with Section 34200) of the Health and Safety Code (the "Housing Authority Law").

ARTICLE 7

BOARD OF DIRECTORS

(a) Composition of Board. The Authority shall be governed by the Board of Directors, which shall *be* composed of one director representing each Member. The Legislative Body of each Member shall appoint a member of such Legislative Body Council as a director to represent such Member on the Board of Directors. Such director shall serve at the pleasure of such Legislative Body. The Legislative Body of each Member shall also appoint one or two alternate directors who shall have the authority to attend, participate in and vote at any meeting of the Board when the director is absent. Each alternate director shall be an official or staff person of the Member which such alternate director represents. Any vacancy in a director or alternate director position shall be filled by the appointing Member's Legislative Body, subject to the provisions of this Article. Immediately upon admission of a new Member pursuant to Article 16, such Member shall be entitled and required to appoint a director and one or two alternate directors.

(b) Termination of Status as Director. A director and/or alternate director shall be removed from the Board of Directors upon the occurrence of any one of the following events: (1) the Authority receives written notice from the appointing Member of the removal of the director or alternate director, together with a certified copy of the resolution of the Legislative Body of the Member effecting such removal; (2) the withdrawal of the Member from this Agreement; (3) the death or resignation of the director or alternate director; (4) the Authority receives written notice from the Member that the director or alternate director is no longer qualified as provided in the first paragraph of this Article.

(c) Compensation. Directors and their alternates are entitled to compensation as specified in the Bylaws. The Board of Directors may authorize reimbursement of expenses incurred by directors or their alternates.

(d) Powers of Board. The Board of Directors shall have the following powers and functions.

(1) Except as otherwise provided in this Agreement, the Board shall exercise all powers and conduct all business of the Authority, either directly or by

delegation to other bodies or persons.

(2) The Board may form an Executive Committee, as provided in Article 10. If an Executive Committee is established by the Board, the Executive Committee may exercise all powers or duties of the Board relating to the execution, issuance, sale or delivery of bonds, certificates of participation or other obligations of the Authority and the entering into by the Authority of all agreements, leases, indentures, conveyances, security documents and other instruments relating thereto or relating to the financing of capital improvements for the Members or other Local Agencies. If an Executive Committee is established by the Board, the Board may delegate to the Executive Committee and the Executive Committee may discharge any additional powers or duties of the Board except adoption of the Authority's annual budget. Any additional powers and duties so delegated shall *be* specified in a resolution adopted by the Board.

(3) The Board may form, as provided in Article 11, such other committees as it deems appropriate to conduct the business of the Authority or it may delegate such power to the Executive Committee in *the* Bylaws or by resolution of the Board. The membership of any such other committee may consist in whole or in part of persons who are not members of the Board; provided that the Board and the Executive Committee may delegate decision-making powers and duties only to a committee a majority of the members of which are Board members. Any committee a majority of the members of which are not Board members may function only in an advisory capacity.

(4) The Board shall elect the officers of the Authority and shall appoint or employ necessary staff in accordance with Articles 9 and 12.

(5) The Board shall cause to be prepared, and shall review, modify as *necessary,* and adopt the annual operating budget of the Authority. Adoption of the budget may not be delegated.

(6) The Board shall receive, review and act upon periodic reports and audits of the funds of the Authority, as required under Articles 13 and 14 of this Agreement.

(7) The Board shall have such other powers and duties as are reasonably necessary to carry out the purposes of the Authority.

ARTICLE 8

MEETINGS OF THE BOARD OF DIRECTORS

(a) Regular Meetings. The Board of Directors shall hold at least one regular meeting each year. The Board of Directors shall fix by resolution or in the Bylaws the date upon which, and the hour and place at which, each regular meeting is to be held. The Board or President may call special meetings.

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

(c) Minutes. The Authority shall have minutes of regular, adjourned regular and special meetings kept by the Secretary. As soon as practicable after each meeting, the Secretary shall forward to each Board member a copy of the minutes of such meeting.

(d) Quorum. A majority of the members of the Board is a quorum for the transaction of business. However, less than a quorum may adjourn from time to time. A vote of the majority of a quorum at a meeting is sufficient to take action.

(e) Voting. Each member of the Board shall have one vote.

ARTICLE 9

OFFICERS

The Board shall elect a President and Vice President from among the directors at its first meeting. Thereafter, except as may be otherwise provided in the Bylaws of the Authority, the Board shall elect a new President and Vice President, in each succeeding alternating fiscal year. Each officer shall assume the duties of his office upon election. If either the President or Vice President ceases to be a member of the Board, the resulting vacancy shall be filled at the next meeting of the Board held after the vacancy occurs or at a special meeting of the Board called to fill such vacancy. In the absence or inability of the President to act, the Vice President shall act as President. The President shall preside at and conduct all meetings of the Board. The Board may appoint such other officers as it considers necessary.

ARTICLE 10

EXECUTIVE COMMITTEE

The Board may establish an Executive Committee of the Board which shall consist solely of members selected from the membership of the Board. If an Executive Committee is established by the Board, the terms of office of the members of the Executive Committee shall be as provided in the Bylaws of the Authority. If an Executive Committee is established by the Board the Executive Committee shall conduct the business of the Authority between meetings of the Board, exercising all those powers as provided for in Section (d)(2) of Article 7, or as otherwise delegated to it by the Board.

ARTICLE 11

COMMITTEES

The Board may establish committees, as it deems appropriate to conduct the business of the Authority or it may, in *the* Bylaws or by resolution, delegate such power to the Executive Committee. Members of Committees shall be appointed by the Board or the Executive

Committee, as the case may be. Each Committee shall have those duties as determined by the Board or the Executive Committee, as the case may be, or as otherwise set forth in the Bylaws. Each Committee shall meet on the call of its chairperson, and shall report to the Executive Committee and the Board as directed by the Board or the Executive Committee, as the case may be.

ARTICLE 12

STAFF

(a) Principal Staff. The following staff members shall be appointed by and serve at the pleasure of the Board of Directors:

(1) Executive Director. The Executive Director shall administer the affairs of the Authority, subject to the general supervision and policy direction of the Board and the Executive Committee; shall coordinate the activities of all consultants and staff of the Authority; shall be responsible for required filings by the Authority with the State of California; shall prepare all meeting notices, minutes and required correspondence of the Authority and shall maintain the records of the Authority; shall assist Local Agencies in the preparing and filing of applications for participation in the financing programs of the Authority and shall expedite the processing of such applications; and shall perform such other duties as are assigned by the Board and Executive Committee.

(2) Treasurer. The duties of the Treasurer are set forth in Articles 13 and 14 of this Agreement. The Treasurer shall be appointed by the Board of Directors and shall be eligible to serve as Treasurer as provided in the Joint Powers Law.

(3) Auditor. The Auditor shall be a Certified Public Accountant licensed to practice in the State of California. The Auditor will conduct annual audits of the Authority.

(b) Other Staff. The Board, Executive Committee or Executive Director shall provide for the appointment of such other staff as may be necessary for the administration of the Authority.

(c) Compensation. The Executive Director, the Treasurer, the Auditor and any other members of the staff or employees of the Authority shall be compensated in such manner as shall be approved by the Board as permitted by applicable law.

ARTICLE 13

ACCOUNTS AND RECORDS

(a) Annual Budget. The Authority shall adopt an operating budget pursuant to Article 7 of this Agreement. The Treasurer, in cooperation with the Executive Director, shall prepare the annual or multi-year operating budget for review and approval by the Board of Directors as provided in Article 7 of this Agreement

(b) Funds and Accounts. The Treasurer of the Authority or the Executive Director shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board. Books and records of the Authority in the hands of the Treasurer or Executive Director shall be open to inspection at all reasonable times by authorized representatives of the Members.

The Authority shall adhere to the standard of strict accountability for funds set forth in the Joint Powers Law.

(a) Auditor's Report. The Auditor, within one hundred and twenty (120) days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to the Board and to each Member.

(b) Annual Audit. If then required by the Joint Powers Law, the Authority shall either make or contract with a certified public accountant to make an annual Fiscal Year audit of all accounts and records of the Authority, conforming in all respects with the requirements of the Joint Powers Law. A report of the audit shall be filed, if then required by law, as a public record with each of the Members and with the county auditor of the county or counties in which each of the Members is located. Costs of the audit shall be considered a general expense of the Authority.

ARTICLE 14

RESPONSIBILITIES FOR FUNDS AND PROPERTY

(a) Custody of Authority Funds. The Treasurer shall have the custody of and disburse the Authority's funds. Proceeds of bonds, certificates of participation or other similar obligations of the Authority may be deposited with an indenture trustee, agent or other depositary and shall not be considered the Authority's funds for purposes of this Article. The Treasurer may delegate disbursing authority to such persons as may be authorized by the Board or the Executive Committee to perform that function, subject to the requirements of (b) below.

(b) Duties of Treasurer. The Treasurer shall perform all functions then required to be performed by the Treasurer under the Joint Powers Law. The Treasurer shall review the financial statements and the annual audit of the Authority.

(c) Authority Property. Pursuant to *Government* Code Section 6505.1, the Executive Director, the Treasurer, and such other persons as the Board may designate shall have charge of, handle, and have access to the property of the Authority. The Authority shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in form specified by the Board of Directors, covering all officers and staff of the Authority who are authorized to hold or disburse funds of the Authority and all officers and staff who are authorized to have charge of, handle and have access to property of the Authority.

ARTICLE 15

MEMBER RESPONSIBILITIES

Each Member shall have the following responsibilities:

(a) To appoint its director and alternate director to or remove its director and alternate director from the Board as set forth in Article 7.

(b) To consider proposed amendments to this Agreement as set forth in Article 23.

(c) To make contributions in the form of annual membership assessments and fees, if any, determined by the Board for the purpose of defraying the costs of providing the annual benefits accruing directly to each party from this Agreement

(d) If a Member shall give written notice to the Authority of its election to relinquish its status as a Member and instead become an Associate Member or if a Member shall fail to be represented at three (3) or more successive meetings of the Board of Directors, then such Member shall be deemed to be an Associate Member upon action of the Board of Directors duly adopted to such effect. Promptly following any such action by the Board of Directors, such Member shall promptly deliver to the Authority an executed Associate Membership Agreement in the form and as further provided in the Bylaws. Such Associate Member status shall not relieve such Member from its obligations under any outstanding agreements relating to the Authority's bonds, certificates of participation or other obligations except in accordance with such agreements.

ARTICLE 16

NEW MEMBERS

With the approval of the Board any qualified Public Agency may become a party to this Agreement. A Public Agency requesting membership shall apply by presenting to the Authority a resolution of the Legislative Body of such Public Agency evidencing its approval of this Agreement. The date that the applying city will become a Member will be determined by the Board.

ARTICLE 17

WITHDRAWAL

A Member or an Associate Member may withdraw from membership in the Authority upon thirty (30) days advance written notice to the Authority. No such withdrawal, however, shall relieve such Member or such Associate Member from its obligations under any outstanding agreements relating to the Authority's bonds, certificates of participation or other obligations except in accordance with such agreements.

ARTICLE 18

OBLIGATIONS OF AUTHORITY

The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the Members. Any Member may separately contract for, or assume responsibility for, specific debts, liabilities or obligations of the Authority.

ARTICLE 19

TERMINATION AND DISTRIBUTION OF ASSETS

This Agreement may be terminated at any time that no bonds, certificates of participation or other similar obligations of the Authority are outstanding with the approval of two-thirds of the Members. Upon termination of this Agreement, all assets of the Authority shall, after payment of all unpaid costs, expenses and charges incurred under this Agreement, be distributed among the parties hereto in accordance with the respective contributions of each of said parties.

ARTICLE 20

LIABILITY OF BOARD OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS

The members of the Board of Directors, officers and committee members of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of Authority funds, or failure to invest.

No director, officer or committee member shall be responsible for any action taken or omitted by any other director, officer or committee member. No director, officer or committee member shall be required to give a bond or other security to guarantee the faithful performance of his or her duties pursuant to this Agreement.

The funds of the Authority shall be used to defend, indemnify and hold harmless the Authority for any director, officer or committee member for their actions taken within the scope

of the authority of the Authority. Nothing herein shall limit the right of the Authority to purchase insurance to provide such coverage as hereinafter set forth.

ARTICLE 21

BYLAWS

The Board may adopt Bylaws consistent with this Agreement which shall provide for the administration and management of the Authority. The provisions of the Bylaws, as modified from time to time, shall establish the operating procedures and standards for the Authority.

ARTICLE 22

NOTICES

The Authority shall address notices, billings and other communications to a Member as directed by such Member. Each Member shall provide the Authority with the address to which communications are to be sent. Members shall address notices and other communications to the Authority, at the office address of the Authority as set forth in the Bylaws.

ARTICLE 23

AMENDMENT

This Agreement may be amended at any time by vote of the Members, acting through their Legislative Bodies. Any amendment of this Agreement shall become effective upon receipt by the Authority of notice of the approval of such amendment by a majority of the Legislative Bodies of the Members.

ARTICLE 24

SEVERABILITY

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

ARTICLE 25

PROHIBITION AGAINST ASSIGNMENT

No Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member shall have any right, claim or title to any part, share, interest, fund or asset of the Authority.

ARTICLE 26

AGREEMENT COMPLETE

This Agreement constitutes the full and complete agreement of the parties.

ARTICLE 27

ASSOCIATE MEMBERS

Any Public Agency may, with the approval of the Board of Directors, become an Associate Member of the Authority by executing and delivering to the Authority an Associate Membership Agreement in form and as further provided in the Bylaws. An Associate Member shall not be entitled to representation on the Board of Directors or to vote on any matter coming before the Board of Directors or the Authority. However, an Associate *Member* shall be entitled to participate in all programs and other undertakings of the Authority, including, without limitation, any Home Mortgage Financing Program, any financing under the Nonprofit Financing Law, any undertaking to finance the acquisition, construction, installation and/or equipping of public capital improvements, and any other financing program.

ARTICLE 28

FILING WITH SECRETARY OF STATE

The Executive Director of the Authority shall file a notice of this Agreement with the office of the California Secretary of State within thirty (30) days of its effective date, as required by Government Code Section 6503.5 and within seventy (70) days of its effective date as required by Government Code Section 53051.

Amendment No. 1 - Authorized for distribution to member cities for approval on May 21, 1998
Amendment No. 2 - Authorized for distribution to member cities for approval on May 21, 1998
Amendment No. 3 - Authorized for distribution to member cities for approval on October 9, 2002
Amendment No. 4 - Authorized for distribution to member cities for approval on June 9, 2004
Amendment No. 5 - Authorized for distribution to member cities for approval on August 31, 2005
Amendment No. 6 - Authorized for distribution to member cities for approval on June 21, 2006
Amendment No. 7 - Authorized for distribution to member cities for approval on January 9, 2008
Amendment No. 8 - Authorized for distribution to member cities for approval of July 31, 2013
****
Amendment No. 1 - Effective upon two-thirds of member cities taking official action (August 20, 1998)
Amendment No. 2 - Effective upon two-thirds of Legislative Bodies of member cities taking official action (August 20, 1998)
Amendment No. 3 - Effective upon two-thirds of Legislative Bodies of member cities taking official action (February 27, 2003)
Amendment No. 4 - Effective upon two-thirds of Legislative Bodies of member cities taking official action (October 27, 2004)
Amendment No. 5 - Effective upon two-thirds of Legislative Bodies of member cities taking official action (May 3, 2006)
Amendment No. 6 - Effective upon two-thirds of Legislative Bodies of member cities taking official action (March 27, 2007)
Amendment No. 7 - Effective upon two-thirds of Legislative Bodies of member cities taking official action (May 21, 2008)
Amendment No. 8 - Effective upon two-thirds of Legislative Bodies of member cities taking official action (April 16, 2014)

APPENDIX A MEMBERS

MEMBERS

Baldwin Park
Compton
Huntington Park
Lynwood
San Fernando
South Gate
Vernon

ASSOCIATE MEMBERS

Alhambra
Apple Valley
Azusa
Barstow
Bell
Bellflower
Brea
Capitola
Carpinteria
Carson
Chino
Claremont
Colton
Commerce
Covina
Downey
Duarte
El Monte
Fairfield
Fontana
Fresno
Gardena
Garden Grove
Glendale
Glendora
Hawaiian Gardens
Hawthorne
Hermosa Beach
Indio
Inglewood
La Habra
La Puente
Lakewood
Lancaster
Lawndale
Long Beach
Los Angeles
Monrovia
Montclair
Montebello
Monterey Park
Morgan Hill
Norwalk
Oceanside
Palmdale
Palm Springs
Paramount
Pico Rivera
Planada Community Services District
Pomona
Rancho Cucamonga
Rialto
Riverside
Rohnert Park
Salinas
San Bernardino
San Bernardino County
San Diego County
San Juan Capistrano
San Marcos
San Mateo County
Santa Clarita
Santa Rosa
Signal Hill
Vista
West Covina
Whittier
Yucaipa

ASSOCIATE MEMBERSHIP AGREEMENT

by and between the

INDEPENDENT CITIES FINANCE AUTHORITY

and the

CITY OF _____, CALIFORNIA

THIS ASSOCIATE MEMBERSHIP AGREEMENT, dated as of _____, 2___, by and between THE INDEPENDENT CITIES FINANCE AUTHORITY (the "Authority") and the CITY OF _____, a municipal corporation and city duly organized and existing under the laws of the State of California (the "City");

WITNESSETH:

WHEREAS, certain cities of the State of California (collectively, the "Members") have entered into a Joint Powers Agreement Creating the Independent Cities Finance Authority (the "Agreement"), establishing the Authority and prescribing its purposes and powers, and providing, among other things, for associate members of the Authority (an "Associate Member");

WHEREAS, the Authority has been formed for the purpose, among others, of assisting its Members and Associate Members in the raising of capital to finance the capital improvement needs of Local Agencies (as defined in the Joint Powers Agreement), to provide for home mortgage financing with respect to those Members or Associate Members that are either a city or a county of the State of California, to provide financing in connection with the improvement, construction, acquisition, creation, rehabilitation and preservation of affordable housing within the boundaries of the Members and Associate Members, and to provide financing in accordance with the provisions of applicable law in connection with other projects and programs that are in the public interest and which benefit Members and Associate Members including making loans to tax-exempt organizations from the proceeds of mortgage revenue bonds to finance the acquisition of multi-family rental housing, including mobilehome parks, under the provisions of Chapter 8 of Part 5 of Division 31 (commencing with Section 52100) of the Health and Safety Code (the "Nonprofit Financing Law");

WHEREAS, the City desires to become an Associate Member of the Authority;

WHEREAS, the Board of Directors of the Authority has determined that the City should become an Associate Member of the Authority;

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, the Authority and the City do hereby agree as follows:

Section 1. Associate Member Status. The City is hereby made an Associate Member of the Authority for all purposes of the Agreement and the Bylaws of the Authority, the provisions of which are hereby incorporated herein by reference. From and after the date of execution and

Attachment E

delivery of this Associate Membership Agreement by the City and the Authority, the City shall be and remain an Associate Member of the Authority.

Section 2. Restrictions and Rights of the City. The City shall not have the right, as an Associate Member of the Authority, to vote on any action taken by the Board of Directors or by the Authority. In addition, no officer, employee or representative of the City shall have any right to become an officer or director of the Authority.

Section 3. Effect of Prior Authority Actions. The City hereby agrees to be subject to and bound by all actions previously taken by the Board of Directors of the Authority to the same extent as the Members of the Authority are subject to and bound by such actions.

Section 4. No Obligations of the City. The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the City.

Section 5. Execution of the Agreement. Execution of this Associate Membership Agreement shall satisfy the requirements of Article 27 of the Agreement and Article XII of the Bylaws of the Authority for participation by the City in all programs and other undertakings of the Authority, including, without limitation, any Home Mortgage Financing Program (as defined in the Agreement), any financing under the Nonprofit Financing Law, any undertaking to finance the acquisition, construction, installation and/or equipping of public capital improvements, and any other financing program.

IN WITNESS WHEREOF, the parties hereto have caused this Associate Membership Agreement to be executed and attested by their proper officers thereunto duly authorized, on the day and year first set forth above.

INDEPENDENT CITIES FINANCE AUTHORITY

By:_____

Title:_____

Attest:

_____
Secretary

CITY OF _____, CALIFORNIA

By:_____

Title:_____

Attest:

_____
City Clerk

BYLAWS

OF THE

INDEPENDENT CITIES FINANCE AUTHORITY

ARTICLE I

DEFINITIONS

The definitions of terms used in these Bylaws shall be the same as those contained in the Joint Powers Agreement Creating The Independent Cities Finance Authority, hereinafter called the Agreement, unless otherwise expressly provided.

ARTICLE II

OFFICES

The Authority's principal office for the transaction of business is located at Post Office Box 1750, Palmdale, California 93590-1750 (41900 Bonita Drive, Palmdale, California 93551). The Board of Directors may change the location of the principal office from time to time. The Board may establish one or more subordinate offices at any place or places where the Authority is qualified to do business.

ARTICLE III

MEETINGS OF THE BOARD OF DIRECTORS

1. Regular Meetings

(a) Time Held

The Board of Directors shall hold at least one meeting per year. The regular annual meeting of the Board of Directors (the "Annual Meeting') should, if practicable, be scheduled at least one year prior to such meeting. Unless otherwise changed by a majority vote of the Board of Directors at a regular meeting, the Annual Meeting shall be held at 12:00 noon on the first Wednesday in June of each year. Should such day fall upon a legal holiday, the Annual Meeting of the Board shall be held on the next following business day.

Special meetings shall be held as called by the Board or President.

Attachment F

b) Business To Be Transacted

At each Annual Meeting of the Board, the Board shall review, modify if necessary, and adopt the annual or multi-year operating budget of the Authority and, in each alternating fiscal year, shall elect officers and, if an Executive Committee is established by the Board as provided in the Agreement, every second year shall elect Executive Committee members, as required by the Agreement and these Bylaws. If the budget is not adopted at the Annual Meeting, it shall be adopted at an adjourned regular meeting or special meeting called by the President or the Board. If Officers or Executive Committee Members are not elected at the annual meeting they shall be elected at an adjourned regular meeting or special meeting called by the President or the Board.

At any meeting, the Board may transact any other business within its powers, and receive reports of the operations and affairs of the Authority.

(c) Notice

Written notice of each regular meeting of the Board shall be delivered to each director and/or alternate director at least seventy-two (72) hours in advance of the meeting. The notice shall specify:

(i) The place, date and hour of the meeting.

(ii) Those matters which are intended to be presented for action by the Board.

(iii) The general nature of any proposal for action by the Board concerning a change in the Agreement or these Bylaws, a change in the membership of the Authority, or any other matter substantially affecting the rights and obligations of the Members.

(iv) If officers or Executive Committee members are to be elected, the names of the persons nominated for such positions at the time the notice is sent.

2. Special Meetings

A special meeting of the Board of Directors may be called at any time by the President of the Board, or by a majority of the directors on the Board subject to the requirements for 24-hour written notice to the directors and/or alternate directors and to requesting representatives of the media provided in Section 54956 of the Government Code. The notice of a special meeting shall specify the time and place of the meeting and the business to be transacted. No other business shall be considered at the meeting. A member of the Board may waive notice as provided in Section 54956 of the Government Code. Notice of the calling of any special meeting shall be posted as provided in said Section.

3. Place Of Meeting

Each regular or special meeting of the Board of Directors shall be held at a place within the State of California designated by the Board at its preceding meeting, or if no such designation is made, as designated by the Executive Committee or the President of the Board.

4. Adjourned Meetings

The Board of Directors may adjourn any regular or special meeting to a time and place specified in the order of adjournment, whether or not a quorum has been established. If a quorum is not established, no business other than adjournment may be transacted.

A copy of the order for adjournment shall be posted as required by Section 54955 of the Government Code. No other notice of an adjourned meeting shall be necessary, unless the adjournment is for a period of thirty (30) days or more, in which case notice of the adjourned meeting shall be given in he same manner as notice of the original meeting.

5. Ralph M. Brown Act

Notwithstanding anything herein to the contrary, all meetings of the Board of Directors shall be held in strict compliance with the Ralph M. Brown Act (Government Code Section 54950 *et seq.*), as amended and then in effect.

6. Alternate Director

The alternate director or directors appointed by a Member as its alternate representatives on the Board of Directors may, in the absence of the director, attend, vote and participate in any meeting of the Board of Directors as the representative of the Member.

ARTICLE IV

THE EXECUTIVE COMMITTEE

1. Membership

If the Board of Directors of the Authority establishes an Executive Committee as provided in the Agreement, such Executive Committee shall consist of five (5) members of the Board of Directors of the Authority, one (1) of whom shall be the President and one (1) of whom shall be the Vice President of the Authority and the others of whom shall be appointed by the Board of Directors.

2. Terms Of Office

The terms of office of the members of the Executive Committee shall be for two (2) years.

3. Removal, Vacancies And Alternates

A vacancy in any position on the Executive Committee, because of death, resignation, removal, disqualification, or any other cause, shall be filled by election of the Board. Pending action by the Board, the remaining members of the Executive Committee may fill a vacancy on an interim basis, except in the case of a vacancy caused by removal, which may only be filled by the Board.

4. Alternate Director

The alternate director or directors appointed by a Member as its alternate representatives on the Board may, in the absence of the director of such Member who is a member of the Executive Committee, attend, vote and participate in any meeting of the Executive Committee in place of such director.

5. Meetings

The Executive Committee shall meet on the call of the President of the Board, at such times and places as are designated by that officer. The Executive Committee shall also meet on the call of a majority of its members, at such time and place as they may designate. Written notice of the time and place of an Executive Committee meeting, and of the business to be transacted, shall be delivered to each member of the Executive Committee and to requesting representatives of the media at least twenty-four (24) hours in advance as required by Section 54956 of the Government Code, and subject to the other provisions of that Section. No other business shall be considered at the meeting. A member of the Executive Committee may waive notice as provided in said Section 54956. Notice of the calling of the special meeting shall be posted as provided in said Section.

6. Quorum And Voting Requirements

A majority of the members of the Executive Committee shall constitute a quorum for the transaction of business. All actions of the Executive Committee shall require the affirmative votes of a majority of the members present at a meeting duly held at which a quorum is present.

7. Adjourned Meetings

The Executive Committee may adjourn any meeting to a time and place specified in the order for adjournment, whether or not a quorum has been established. If a quorum is not established, no business other than adjournment may be transacted.

A copy of the order for adjournment shall be posted as required by Section 54955 of the Government Code. No other notice of an adjourned meeting shall be necessary, unless the adjournment is for a period of twenty-four (24) hours or more, in which case notice of the adjourned meeting shall be delivered to the members who were not present at the time of adjournment.

8. Ralph M. Brown Act

Notwithstanding anything herein to the contrary, all meetings of the Executive Committee shall be noticed and held in strict compliance with the Ralph M. Brown Act (Government Code Section 54950 *et seq.*), as amended and then in effect.

ARTICLE V

OFFICERS

1. Duties Of The President

The President shall preside at and conduct all meetings of the Board and shall chair the Executive Committee.

2. Duties Of Vice President

In the absence of the President, the Vice President shall perform all duties assigned to the President by the Agreement and these Bylaws or by the Board.

3. Terms Of Office

The terms of office of the President and Vice President shall be for two (2) years.

4. Removal And Vacancies

The Board of Directors may remove an officer at any time. A vacancy in any office, because of death, resignation, removal, disqualification, or any other cause, shall be filled by election of the Board.

ARTICLE VI

COMMITTEES

1. Establishment Of Committees

The Board of Directors or, if an Executive Committee is established by the Board of Directors as provided in the Agreement, the Executive Committee may appoint any additional committees and determine the committees' structure, charge, size and membership. Committees may be established to consider any matter within the jurisdiction

of the body establishing such committee. Each committee shall operate according to the policies adopted by the body establishing such committee and shall submit their reports and recommendations to the body establishing such committee. Committees shall meet on the call of their respective chairpersons, each of whom shall be a member of the Board of Directors and a member of such committee.

Each Committee shall meet on the call of its chairperson, at such times and places as are designated by the chairperson. Written notice of the time and place of a Committee meeting, and of the business to be transacted, shall be delivered to each member of the Committee and to requesting representatives of the media at least twenty-four (24) hours in advance as required by Section 54966 of the Government Code, and subject to the other provisions of that Section. No other business shall be considered at the meeting. A majority of the members of a Committee shall constitute a quorum for the transaction of business. All actions of the Committee shall require the affirmative votes of a majority of the members present at a meeting duly held at which a quorum is present. All Committee meetings shall be duly noticed and held in accordance with the requirements of the Ralph M. Brown Act (Government Code 54950 *et seq.*), as amended and then in effect.

ARTICLE VII

MISCELLANEOUS

1. Execution Of Contracts

The Board of Directors or the Executive Committee may authorize any officer, staff member, or agent of the Authority to execute any contract in the name of and on behalf of the Authority, and such authorization may be general or specific in nature. Unless so authorized, no officers, staff member or agent shall have any power to bind the Authority by contract.

2. Rules Of Procedure For Meetings

All meetings of the Board of Directors, Executive Committee, and other Committees or bodies of the Authority shall be conducted in accordance with *Robert's Rules Of Order,* provided that in the event of a conflict, such rules shall be superseded by the Agreement, these bylaws, and California law.

ARTICLE VIII

FINANCES

1. Fiscal Year

The Fiscal Year of the Authority shall be from July 1 to June 30.

2. Budget

The Executive Director shall prepare and submit to the Board of Directors at its Annual Meeting, a general budget for the next Fiscal Year of the Authority. The proposed general budget shall include annual membership fees and assessment schedules, if any, and a summary of revenue and expenditures, actual or projected, for the preceding, current and next Fiscal Years. If any dues or other assessment of members is proposed, written notice shall be given to all Members of the Board at least forty-five (45) days prior to the Annual Meeting of the Board of Directors at which the general budget will be submitted. If no member dues or assessments are proposed in the general budget, it shall be placed on the agenda and noticed in the same manner as all other agenda items. The Executive Director shall manage all expenditures, subject to the control of the Board or, if established, the Executive Committee. The Board or, if established, the Executive Committee, shall have the power to transfer funds within the total detailed budget to meet unanticipated needs or changed circumstances. If the Executive Committee makes any such transfers, it shall be reported to the Board of Directors at its next succeeding meeting.

ARTICLE IX

COMPENSATION

Members of the Board and alternate members of the Board who are elected officials (Council Members or members of a Board of Supervisors) are entitled to $150.00 per Board meeting or other meeting where attendance has been approved in advance by the Executive Director, not to exceed $1,500.00 in any fiscal year. The compensation for meetings to a Board Member shall not exceed $300.00 per month. Only one person from a member city can be paid for any given meeting.

ARTICLE X

AMENDMENTS

These Bylaws may be amended at any time by a majority vote of the Board of Directors. Following adoption of amendments, the Executive Director shall prepare and distribute a revision of the Bylaws to all Members of the Authority.

ARTICLE XI

EFFECTIVE DATE

These Bylaws shall go into effect immediately upon adoption by majority vote of the Board of Directors.

ARTICLE XII

ASSOCIATE MEMBERSHIP

1. Any Public Agency may, with the approval of the Board of Directors, become an Associate Member of the Authority by delivery to the Authority of a duly executed Associate Membership Agreement substantially in the form attached hereto as Exhibit A and hereby made a part hereof.

2. An Associate Member shall be entitled to participate in all programs and other undertakings of the Authority, including, without limitation, any Home Mortgage Financing Program, any financing under the Nonprofit Financing Law (as defined in the Agreement), any undertaking to finance the acquisition, construction, installation and/or the equipping of public capital improvements, and any other financing program.

3. An Associate Member shall not be entitled to representation on the Board of Directors or to vote on any matter coming before the Board of Directors of the Authority.

4. Upon approval by the Board of Directors of a Public Agency as an Associate Member, the President, Vice President, the Executive Director or any other Officer or staff member duly authorized by the Board of Directors for such purpose shall execute and deliver the applicable Associate Membership Agreement to the Associate Member.