



CITY *of* CLOVIS

AGENDA • CITY COUNCIL MEETING

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

September 11, 2023

6:00 PM

Council Chamber

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

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

Written Comments

- Members of the public are encouraged to submit written comments at: www.cityofclovis.com/agendas at least two (2) hours before the meeting (4:00 p.m.). You will be prompted to provide:
 - Council Meeting Date
 - Item Number
 - Name
 - Email
 - Comment
- Please submit a separate form for each item you are commenting on.
- A copy of your written comment will be provided to the City Council noting the item number. If you wish to make a verbal comment, please see instructions below.
- Please be aware that any written comments received that do not specify a particular agenda item will be marked for the general public comment portion of the agenda.
- If a written comment is received after 4:00 p.m. on the day of the meeting, efforts will be made to provide the comment to the City Council during the meeting. However, staff cannot guarantee that written comments received after 4:00 p.m. will be provided to City Council during the meeting. All written comments received prior to the end of the meeting will be made part of the record of proceedings.



Verbal Comments

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

Webex Participation

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

CALL TO ORDER

FLAG SALUTE - Councilmember Basgall

ROLL CALL

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

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

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

1. Administration - Approval - Minutes from the September 5, 2023, Council Meeting.
2. Administration – Approval - Authorizing the City Manager to enter into a purchase agreement of the Clovis Courthouse located at 1011 Fifth Street from the State of California for \$450,000; and Approval – Res. 23-____, Amend the 2023-24 Budget in the amount of \$450,000.
3. Administration – Approval – Res. 23-____, Amending the 2023-2024 Planning and Development Services Budget, and Authorize the City Manager to enter into an Agreement with the Clovis Rodeo Association for City use of Rodeo Grounds Facilities. (Continued from the September 5, 2023, meeting)
4. Finance – Receive and File – Investment Report for the Month of May 2023.
5. Finance – Receive and File – Treasurer’s Report for the Month of May 2023.
6. General Services – Approval – Res. 23-____, Amending the City’s FY 2023-2024 Position Allocation Plan by adding one (1) full time Maintenance Worker position in the Parks Division of the Public Utilities Department.
7. General Services – Approval – Res. 23-____, Amending the City’s Classification Plan by Revising the Deputy Police Chief Classification, and Approval – Res. 23-____, Amending the Position Allocation Plan within the Police Department.
8. General Services – Approval - Claim Rejection of the General Liability Claim on behalf of Leuthvilay Keohavanga.
9. Planning and Development Services - Approval – Res. 23-____, Final Map Tract 6393, located at the southeast area of Herndon Avenue and Temperance Avenue (Gill Gaheer Development LLC).
10. Planning and Development Services - Approval – Res. 23-____, Annexation of Proposed Tract 6393, located at the southeast area of Herndon Avenue and Temperance Avenue (Gill Gaheer Development LLC).
11. Police - Approval - Purchase of unmanned aerial vehicle (UAV) Military Equipment in the amount of \$18,814.12.
12. Public Utilities – Approval – Authorize Staff to Enter into a Multi-Agency and Multi-Year Agreement with the Fresno Metropolitan Flood Control District for Cost Sharing of the Redbank and Fancher Creek Reservoirs Reoperation Study.

COUNCIL ITEMS

13. Workshop - Workshop to Review and Consider Update of the City of Clovis Vision, Mission Statement, and Values.
14. Receive and File – Annual Update on California Open Governance Laws – Brown Act, Public Records Act, Ethics. (Continued from the September 5, 2023, meeting)

Staff: Scott Cross, City Attorney

Recommendation: Receive and File

CITY MANAGER COMMENTS

15. Consider – for the City Council to add an agenda item to a future City Council meeting regarding the development of a Clovis City Council Handbook or Protocol.

Staff: John Holt, City Manager

Recommendation: Provide Direction

COUNCIL COMMENTS

ADJOURNMENT

FUTURE MEETINGS

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

September 18, 2023 (Mon.)

October 2, 2023 (Mon.)

October 9, 2023 (Mon.)

October 16, 2023 (Mon.)

CLOVIS CITY COUNCIL MEETING

September 5, 2023

6:00 P.M.

Council Chamber

Meeting called to order by Mayor Ashbeck at 6:00
Flag Salute led by Councilmember Pearce

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

PRESENTATION – 6:02

6:03 – ITEM 1 - PRESENTATION OF CERTIFICATES RECOGNIZING STUDENTS FOR PARTICIPATING IN THE AMERICAN LEGION BOYS AND GIRLS STATE PROGRAM.

6:10 – ITEM 2 - PRESENTATION OF PROCLAMATION DECLARING SEPTEMBER 2023 AS NATIONAL SERVICE DOG MONTH.

PUBLIC COMMENTS – 6:15

None.

CONSENT CALENDAR – 6:16

Motion by Councilmember Basgall, seconded by Councilmember Mouanoutoua, that the items on the Consent Calendar, with the exception of item 7, be approved. Motion carried by unanimous vote.

3. Administration - Approved - Minutes from the August 21, 2023, Council Meeting.
4. Administration - Approved – Award the Request for Proposals and approve the purchase of Cisco Networking and Security equipment from ConvergeOne in the amount of \$72,021.55.
5. Administration – Approved – FY 2023-24 Agreement between the City of Clovis and the Economic Development Corporation Serving Fresno County for services up to an amount of \$50,000.
6. Administration – Approved – Waive Formal Bidding Requirements and Authorize the City Manager to Enter into an Agreement with Kosmont Companies for \$50,000 to Conduct an Analysis of Development Impact Fee Program.
8. General Services – Approved - Claim Rejection of the General Liability Claim on behalf of Brooklyn Sykes, Giani Christensen, and Tiffany Shoemaker.
9. General Services – Approved – **Res. 23-78**, Authorizing the City Manager to Execute an Agreement for Older Americans Act Funding for Title III C-1 Nutrition Services Through the Fresno-Madera Area Agency on Aging (FMAAA); and Approved - **Res. 23-79**, Amending the FY 2023-2024 General Services Department Budget to Reflect \$41,000.00 in Grant Funding for the Clovis Senior Activity Center Awarded by the Fresno-Madera Area Agency on Aging.
10. Planning and Development Services – Approved – Final Acceptance for CIP 17-21 Well 35 Drilling and Development.

11. Planning and Development Services – Approved – Amend the 2023-2024 Community Investment Program Budget for General Government Facilities, addition of Loma Vista Police Substation in the amount of \$700,000.
12. Planning and Development Services – Approved – Bid Award for CIP 21-20 Sierra Avenue Street Improvements; and Authorize the City Manager to Execute the Contract on behalf of the City with Dave Christian Construction in the amount of \$1,190,049.00.
13. Planning and Development Services – Approved – Final Acceptance for Final Map for Tract 6164, located southwest area of Dakota Avenue and Leonard Avenue (DYP 6164, LP a California Limited Partnership (De Young Properties)).
14. Public Utilities – Approved – Award a Contract to Karbonous, Inc. for Maintenance Work Consisting of Purchasing and Replacing Granular Activated Carbon (GAC) at Well 21 and Well 28 in the Amount of \$135,842.40.
15. Public Utilities – Approved – Waive Formal Bidding Requirements and Authorize the Purchase of a Police Department Aerial Bucket Truck from Altec Industries, Inc. Using the Sourcewell Purchasing Contract in the Amount of \$186,064.
16. Public Utilities – Approved – **Res. 23-80**, Adopting an Integrated Pest Management Policy.
17. Public Utilities – Approved – Waive Formal Bidding Requirements and Authorize the City Manager to Enter into a Contract with Golden Bell Products, Inc. for Insect Control in Sanitary Sewer Manholes in the Amount of \$188,421.25.

6:17 ITEM 7 - ADMINISTRATION – CONTINUED – RES. 23-XX, AMENDING THE 2023-2024 PLANNING AND DEVELOPMENT SERVICES BUDGET, AND AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE CLOVIS RODEO ASSOCIATION FOR CITY USE OF RODEO GROUNDS FACILITIES.

Item was continued to the September 11, 2023, City Council meeting.

ADMINISTRATIVE ITEMS – 6:18

6:18 ITEM 18 - CONSIDER VARIOUS AMENDMENTS TO THE CITY OF CLOVIS MUNICIPAL CODE RELATED TO CODE ENFORCEMENT:

18A. ADOPTED - ORD. 23-06, AMENDING SECTION 5.22.07 OF THE CITY OF CLOVIS MUNICIPAL CODE RELATING TO THE MARIJUANA PENALTIES AND ENFORCEMENT. (VOTE: 3-0-2 WITH COUNCILMEMBER BASGALL AND COUNCILMEMBER BESSINGER ABSENT)

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

18B. ADOPTED - ORD. 23-07, AMENDING SECTION 6.3.13, OF CHAPTER 6.3, OF TITLE 6, OF THE CITY OF CLOVIS MUNICIPAL CODE RELATING TO THE UNLAWFUL DUMPING OF GARBAGE. (VOTE: 3-0-2 WITH COUNCILMEMBER BASGALL AND COUNCILMEMBER BESSINGER ABSENT)

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

18C. ADOPTED - ORD. 23-08, ADDING SECTION 5.27.512 TO TITLE 5 OF THE CITY OF CLOVIS MUNICIPAL CODE RELATING TO THE STORING, MAINTAINING, OR PLACING OF PERSONAL PROPERTY IN THE PUBLIC RIGHT-OF-WAY. (VOTE: 3-0-2 WITH COUNCILMEMBER BASGALL AND COUNCILMEMBER BESSINGER ABSENT)

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

18D. ADOPTED - ORD. 23-09, AMENDING SECTION 5.10.06 OF THE CITY OF CLOVIS MUNICIPAL CODE RELATING TO THE APPLICATION FOR A MASSAGE ESTABLISHMENT PERMIT OR OUT- CALL MASSAGE BUSINESS PERMIT. (VOTE: 3-0-2 WITH COUNCILMEMBER BASGALL AND COUNCILMEMBER BESSINGER ABSENT)

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

18E. ADOPTED - ORD. 23-10, AMENDING SECTION 6.5.102, OF CHAPTER 6.5, OF TITLE 6, OF THE CITY OF CLOVIS MUNICIPAL CODE RELATING TO THE APPLICATIONS FOR WATER SERVICE. (VOTE: 3-0-2 WITH COUNCILMEMBER BASGALL AND COUNCILMEMBER BESSINGER ABSENT)

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

COUNCIL ITEMS – 6:24

6:24 ITEM 20 – LETTER TO FRESNO COUNTY REGARDING LIBRARY CONCERNS FROM THE COMMUNITY.

Eric Rollins, resident, spoke in support of the City Council sending the letter to the Fresno County Board of Supervisors.

Tracey Bohren, resident, spoke in opposition of the City Council sending the letter to the Fresno County Board of Supervisors.

Anne Carneto, resident, shared concerns regarding LBGTQ+ books in the public library.

Alexandria, resident, shared concerns regarding banning books in the public library and inclusivity of the LBGTQ+ community.

Monica Blanco, resident, spoke in opposition of the City Council sending the letter to the Fresno County Board of Supervisors.

Annie Nguyen, resident, shared concerns regarding prejudices against the LGBTQ+ community.

Christina Espinosa, resident, spoke in support of LGBTQ+ books in the library and shared concerns regarding discrimination against the LGBTQ+ community.

Elisia, spoke in support of the LGBTQ+ books in the library.

Malcolm Gibson, resident, spoke in opposition of the City Council sending the letter to the Fresno County Board of Supervisors.

Eli, resident, spoke in support of the LGBTQ+ books in the library.

Katy, spoke in support of the LGBTQ+ books in the library.

Marlene Pollack, resident, shared concerns regarding banning books in the public library.

Jennifer Crowe, librarian, spoke in support of the LGBTQ+ books in the library.

Dana, resident, spoke in support of the LGBTQ+ books in the library.

Vanessa Johnson, resident, spoke in opposition of the City Council sending the letter to the Fresno County Board of Supervisors.

Isaac, resident, spoke in opposition of the City Council sending the letter to the Fresno County Board of Supervisors.

Josh Fulfer, resident, spoke in opposition of sexually graphic books in the children's section of the library.

Steven, resident, spoke in opposition of the City Council sending the letter to the Fresno County Board of Supervisors.

Ellen, spoke in support of the LGBTQ+ books in the library.

Drew Harbo, resident, spoke in support of the LGBTQ+ books in the library and opposed the City Council sending the letter to the Fresno County Board of Supervisors.

Chris Jarvis, spoke in support of the LGBTQ+ books in the library and opposed the City Council sending the letter to the Fresno County Board of Supervisors.

David Whart, spoke in support of the LBGTQ+ books in the library and opposed the City Council sending the letter to the Fresno County Board of Supervisors.

Sarah Bane, resident, spoke in opposition of the City Council sending the letter to the Fresno County Board of Supervisors.

Maddy, spoke in support of the LBGTQ+ books in the library and opposed the City Council sending the letter to the Fresno County Board of Supervisors.

Ben Parker, resident, spoke in support of the LBGTQ+ books in the library.

Blanca Porras, resident, spoke in opposition of sexually graphic books in the children's section of the library.

Resident, spoke in opposition of LBGTQ+ books in the library.

Jessica Bergen, spoke in support of the LBGTQ+ books in the library.

Dean, spoke in support of the LBGTQ+ books in the library.

Josh De La Cruz, spoke in opposition of the City Council sending the letter to the Fresno County Board of Supervisors.

Victoria, spoke in support of the LBGTQ+ books in the library.

Dennis McCourt, resident, spoke in support of the City Council sending the letter to the Fresno County Board of Supervisors.

De Angelic, resident, spoke in support of the LBGTQ+ books in the library.

Des Martinez, resident, shared concerns regarding discrimination.

Tammy, spoke in opposition of LBGTQ+ books in the library and in support of the City Council sending the letter to the Fresno County Board of Supervisors.

Sean Berdine, shared information on how to flag books in the Clovis library.

Sylvia Guerrero, spoke in support of the LBGTQ+ books in the library.

Milo, spoke in support of the LBGTQ+ books in the library.

Peggy Dunkley, resident, spoke in support of the LBGTQ+ books in the library and in opposition of the City Council sending the letter to the Fresno County Board of Supervisors.

Whitney, resident, spoke in support of the LBGTQ+ books in the library and in opposition of the City Council sending the letter to the Fresno County Board of Supervisors.

Mav, spoke in support of the LBGTQ+ books in the library.

David Rall, resident, spoke in opposition of the City Council sending the letter to the Fresno County Board of Supervisors.

Bill Brooks, shared concerns regarding providing more guidance to the youth.

Jennifer Cruz, resident, spoke in support of the LBGTQ+ books in the library and in opposition of the City Council sending the letter to the Fresno County Board of Supervisors.

Mary Anne Cress, resident, spoke in opposition of the City Council sending the letter to the Fresno County Board of Supervisors.

Brittany, spoke in support of the LBGTQ+ books in the library and in opposition of the City Council sending the letter to the Fresno County Board of Supervisors.

Sue, spoke in opposition of the City Council sending the letter to the Fresno County Board of Supervisors.

Eva, resident, spoke in support of the LBGTQ+ books in the library.

Kaleah, spoke in support of the LBGTQ+ books in the library and in opposition of the City Council sending the letter to the Fresno County Board of Supervisors.

Rose, spoke in opposition of the City Council sending the letter to the Fresno County Board of Supervisors.

Grace, spoke in support of the LBGTQ+ books in the library and in opposition of the City Council sending the letter to the Fresno County Board of Supervisors.

Motion to not send the letter by Councilmember Bessinger, seconded by Councilmember Basgall. Motion carried by unanimous vote.

Mayor Ashbeck adjourned the meeting to a break at 9:16

Mayor Ashbeck called the meeting to order at 9:24

ADMINISTRATIVE ITEMS – 9:25

9:25 ITEM 19 - CONTINUED – ANNUAL UPDATE ON CALIFORNIA OPEN GOVERNANCE LAWS – BROWN ACT, PUBLIC RECORDS ACT, ETHICS.

Item continued to the September 11, 2023, City Council meeting.

CITY MANAGER COMMENTS – 9:26

COUNCIL COMMENTS – 9:27

CLOSED SESSION – 9:38

ITEM 21 - GOVERNMENT CODE SECTION 54956.9(D)(1) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION CASE NAME: DESIREE MARTINEZ V. CITY OF CLOVIS, ET AL., CASE NO. F082914

ITEM 22 - GOVERNMENT CODE SECTION 54956.9(D)(2) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION SIGNIFICANT EXPOSURE TO LITIGATION ONE POTENTIAL CASE

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

Mayor Ashbeck adjourned the meeting of the Council to September 11, 2023.

Meeting adjourned: 11:10 p.m.

Mayor

City Clerk



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: September 11, 2023

SUBJECT: Administration – Approval - Authorizing the City Manager to enter into a purchase agreement of the Clovis Courthouse located at 1011 Fifth Street from the State of California for \$450,000; and Approval – Res. 23-____, Amend the 2023-24 Budget in the amount of \$450,000.

ATTACHMENTS: 1. Purchase Agreement
2. Appraisal
3. Budget Amendment Resolution

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

RECOMMENDATION

For the City Council to authorize the City Manager to enter into a purchase agreement to purchase the Clovis Courthouse allocated at 1011 Fifth Street from the State of California for \$450,000; and Approval – Res. 23-____, Amend the 2023-24 Budget in the amount of \$450,000.

EXECUTIVE SUMMARY

The Clovis Courthouse, located at 1011 Fifth Street, Clovis, CA 93612 was constructed in the early 1980's and is an integrated part of the City of Clovis Civic Center Campus. The State of California ceased operations in 2012 and the building has been vacant since then. Staff approached the State of California Administrative Office of the Courts to inquire on purchasing the building and parcel and have been able to come to an agreement. It is recommended the City purchase the building for future City use. Funds are available in the General Government Facilities Account to fund the purchase. However, the purchase was not budgeted in the 2023-24 budget and requires a budget amendment.

BACKGROUND

The Clovis Courthouse, located at 1011 Fifth Street, Clovis, CA 93612 was constructed in the early 1980's and is an integrated part of the City of Clovis Civic Center Campus. It is of the same design and style as City Hall, Council Chambers, and other Civic Center buildings. The building is 5,302 square feet and has rights to the adjacent parking area that is shared with the City of Clovis. The State of California ceased court operations in 2012 and the building has been vacant since then. The condition of the building is poor, with significant renovations required and it may make sense to demolish the structure and build a new building when the need arises. Upon acquisition, space needs and feasibility will be assessed to determine the best path forward with the building.

Staff approached the State of California to inquire on purchasing the building and parcel and have been able to come to an agreement to purchase the site for \$450,000, the appraised value which includes reductions due to the condition. It is recommended the City purchase the building for future City use as many City Departments are struggling with a shortage of office space. Funds are available in the General Government Facilities Account to fund the purchase.

However, the purchase was not budgeted in the 2023-24 budget and requires a budget amendment. This budget amendment will reduce the funds available for other building improvement projects. Staff has determined the purchase is critical to the City's long term space needs planning and desires the City lead the use of the Civic Center campus in whole rather than another party that may purchase the courthouse.

FISCAL IMPACT

The purchase price is \$450,000 plus closing costs; funds are available but not budgeted in the 2023-24 budget, and requires a budget amendment.

REASON FOR RECOMMENDATION

It is recommended the City purchase the building for future City use and the continuity of the Clovis Civic Center.

ACTIONS FOLLOWING APPROVAL

Purchase documents will be executed by the City Manager and the transaction completed.

Prepared by: Andrew Haussler, Assistant City Manager

Reviewed by: City Manager AA

Location: 1011 5th Street
Clovis, CA 93612
APN: 492-040-13T
County: Fresno

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“**Agreement**”) is made and entered into as of _____, 20__ (“**Effective Date**”), by and between the STATE OF CALIFORNIA (“**GRANTOR**”) and CITY OF CLOVIS (“**GRANTEE**”). The GRANTOR and GRANTEE may hereafter be individually referred to as a “**PARTY**” and collectively referred to as the “**PARTIES**.”

RECITALS

- A. GRANTOR owns that certain real property consisting of approximately 0.12 acres located in the State of California, County of Fresno, City of Clovis, with a street address of 1011 5th Street, Assessor’s Parcel Number 492-040-13T, as more particularly described in **Exhibit “A,”** attached and made a part hereto, and the building and other improvements located thereon, commonly known as the Clovis Courthouse (“**Property**”), that has been used as a court facility by the Superior Court of California, County of Fresno (“**Court**”).
- B. Pursuant to the general grant of authority under Government Code section 70391, and the specific grant of authority in Government Code section 70396, GRANTOR has the authority to sell the Property to GRANTEE and to deposit the net proceeds from the sale of the Property into the State Court Facilities Construction Fund as prescribed thereby.
- C. GRANTOR desires to sell the Property to GRANTEE and GRANTEE desires to purchase the Property from GRANTOR pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the PARTIES agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing provisions of the Recitals are true and correct and are incorporated into this Agreement by this reference.

2. Transaction Summary. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, GRANTOR agrees to sell to GRANTEE, and GRANTEE agrees to purchase from GRANTOR, fee title interest in the Property under the terms and conditions of this Agreement.

3. Purchase Price. GRANTEE agrees to pay Four Hundred Fifty Thousand Dollars (\$450,000.00) (“**Purchase Price**”), which the PARTIES acknowledge represents the fair market value of the Property. GRANTEE shall pay the Purchase Price into escrow with Stewart Title, at 525 N. Brand Blvd., Glendale, CA 91203 (“**Escrow Holder**”) for the account of GRANTOR, pursuant and subject to the conditions outlined in this Agreement. GRANTEE shall deposit with the Escrow Holder sufficient funds to cover the Purchase Price plus GRANTEE’s share of all escrow costs. The Purchase Price shall be due and payable at the Close of Escrow (defined below), subject to the conditions set forth in this Agreement.

4. Other Liens. The Escrow Holder may expend any or all monies payable under this Agreement to discharge any obligations which are liens upon the Property including, but not limited to, those arising from judgments, assessments, taxes, mechanics liens, or debts secured by deeds of trust or mortgages and/or to defray any other incidental costs to be borne by GRANTOR under section 5 of this Agreement, but shall not expend any portion of the Purchase Price to pay any costs specified in section 5 (*Escrow and Recording Fees*) of this Agreement which are to be borne by GRANTEE.

5. Escrow and Recording Fees. GRANTOR and GRANTEE shall each pay one-half of the escrow fees. GRANTOR and GRANTEE shall each be responsible to pay all costs for services specifically requested for their individual benefit. In addition, GRANTEE shall pay any costs related to premiums and endorsements with respect to title insurance for the Property. Any escrow and/or closing costs that GRANTOR pays through escrow including, without limitation, those costs which the Escrow Holder pays pursuant to section 4 (*Other Liens*) of this Agreement and/or which GRANTOR pays pursuant to this section shall be known as “**GRANTOR Closing Costs.**”

6. Title and Establishment of Escrow. Title to said Property shall pass immediately upon Close of Escrow. Within fifteen (15) days of the Effective Date of this Agreement, an escrow shall be opened with the Escrow Holder to consummate the purchase of the Property pursuant to this Agreement. GRANTOR shall open the

escrow by delivering a fully executed counterpart of this Agreement to the Escrow Holder. In addition, the PARTIES agree to execute, deliver, and be bound by any reasonable or customary supplemental escrow instructions of the Escrow Holder, or other instruments as may reasonably be required by the Escrow Holder, in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not amend or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control.

7. “As Is” Purchase; Release.

- a. “As Is” Purchase. As a material inducement to GRANTOR’s execution and delivery of this Agreement and performance of its duties under this Agreement:

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, GRANTEE HAS AGREED TO ACCEPT POSSESSION OF THE PROPERTY UPON THE CLOSE OF ESCROW ON AN “AS IS” BASIS. GRANTOR AND GRANTEE AGREE THAT THE PROPERTY WILL BE SOLD “AS IS, WHERE IS, AND WITH ALL FAULTS” WITH NO RIGHT OF SET-OFF OR REDUCTION IN THE PURCHASE PRICE, AND, EXCEPT AS SET FORTH IN SECTION 11 (*GRANTOR’S REPRESENTATIONS AND WARRANTIES*) OF THIS AGREEMENT, SUCH SALE WILL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTY OF INCOME POTENTIAL, OPERATING EXPENSES, USES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE), AND GRANTOR DISCLAIMS AND RENOUNCES ANY SUCH REPRESENTATION OR WARRANTY.

- b. Release. Effective from and after the Close of Escrow, GRANTEE hereby waives, releases, acquits, and forever discharges GRANTOR and GRANTOR’s agents, directors, officers, and employees, to the maximum extent permitted by law, of and from any and all claims, actions, causes of action, demands, rights, liabilities, damages, losses, costs, expenses, or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, that it now has or that may arise in the future because of or in any way arising out of or connected with this Agreement or the Property (including, without limitation, the condition of the Property), except matters arising solely from GRANTOR’s fraud, intentional misrepresentation, or gross negligence.

GRANTEE expressly waives any rights or benefits available to it with respect to the foregoing release under any provision of applicable law which generally provides that a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time the release is agreed to, which, if known to such creditor, would materially affect a settlement. GRANTEE, by the execution of this Agreement, acknowledges that it fully understands the foregoing and, with this understanding, nonetheless elects to and does assume all risk for losses, known or unknown, described in this section, the provisions of which shall survive the Close of Escrow. Without limiting the generality of the foregoing:

THE UNDERSIGNED ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY LEGAL COUNSEL AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

THE UNDERSIGNED, BEING AWARE OF THIS CODE SECTION, HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE THEREUNDER AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

GRANTOR's Initials: _____

GRANTEE's Initials: _____

8. Close of Escrow. Escrow shall be scheduled to close on or before sixty (60) days from the Effective Date of this Agreement ("**Close of Escrow**"), subject to any reasonable extension(s) mutually agreed upon by the PARTIES in writing. Upon the Close of Escrow, the Escrow Holder shall record the Grand Deed (defined below) in the Official Records and distribute the Purchase Price less any GRANTOR Closing Costs to the Judicial Council of California.
9. GRANTOR's Conditions Precedent. GRANTOR's obligation to perform under this Agreement and the Close of Escrow shall be subject to and contingent upon

satisfaction of each of the following conditions precedent prior to the Close of Escrow:

- a. The timely deposit by GRANTEE with the Escrow Holder of all documents and funds required to be deposited by GRANTEE under this Agreement.
 - b. Performance by GRANTEE of all obligations, covenants, and agreements on GRANTEE's part to be performed under this Agreement within the time provided in this Agreement for such performance.
10. GRANTEE's Conditions Precedent. GRANTEE's obligation to perform under this Agreement and the Close of Escrow shall be subject to and contingent upon satisfaction of each of the following conditions precedent prior to the Close of Escrow:
- a. The timely deposit by GRANTOR with the Escrow Holder of all documents required to be deposited by GRANTOR under this Agreement.
 - b. Performance by GRANTOR of all obligations, covenants, and agreements on GRANTOR's part to be performed under this Agreement within the time provided in this Agreement for such performance.
11. GRANTOR's Representations and Warranties. In addition to any express agreements of GRANTOR contained herein, the following constitutes representations and warranties of GRANTOR to GRANTEE:
- a. Representations Regarding GRANTOR's Authority.
 - (1) GRANTOR has full right, power, and legal authority to enter into this Agreement; to sell, transfer, and convey the Property to GRANTEE pursuant to this Agreement and the instruments referenced herein; and to consummate the transactions contemplated hereby.
 - (2) The individuals executing this Agreement and the instruments referenced herein on behalf of GRANTOR have the legal power, right, and actual authority to bind GRANTOR to the terms and conditions hereof and thereof.
 - (3) This Agreement and all other instruments, documents, and agreements required to be executed and delivered by GRANTOR in connection with this Agreement are and shall be duly authorized, executed, and delivered by GRANTOR and shall be valid, legally binding obligations of and enforceable against GRANTOR in

accordance with their terms and do not, and as of the Close of Escrow will not, violate any provisions of any agreement, law, rule, regulation, or judicial order to which GRANTOR or the Property is subject.

b. Warranties and Representations Pertaining to Property and Legal Matters.
To the best of GRANTOR's knowledge:

- (1) There is no suit, action, arbitration, legal, administrative, or other proceeding or inquiry pending against the Property or pending against GRANTOR which could affect GRANTOR's title to the Property.
- (2) GRANTOR has not entered into any other contracts for the sale of the Property with any third parties, nor do there exist any effective rights of first refusal, reversions, or options to purchase the Property or any portion of the Property therewith. GRANTOR is not party to nor subject or bound by any agreement, contract, or lease of any kind with any third parties relating to the Property which would impose an obligation on GRANTEE or otherwise affect marketability of title to the Property.
- (3) As of the Close of Escrow, there shall be no unrecorded leases, licenses, or other agreements entered into by GRANTOR which would grant any third party or entity the right to use or occupy any portion of the Property, including any improvements thereon, and no improvements on the Property that encroach upon the property of a third party.
- (4) There are no and have been no uncured notices from any governmental agency notifying GRANTOR of any violations of law, ordinance, rule, or regulation occurring on the Property.

c. Warranties, Representations, and Covenants Regarding Operation of the Property Through Close of Escrow.

- (1) GRANTOR hereby agrees that GRANTOR will not, after the Effective Date of this Agreement, enter into new leases or any other obligations or agreements affecting the Property without the prior written consent of GRANTEE, which consent GRANTEE may withhold or grant in its absolute discretion.
- (2) GRANTOR will not subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way, or

similar matters after the Effective Date of this Agreement that will not be eliminated prior to the Close of Escrow.

- (3) GRANTOR shall promptly notify GRANTEE of any event or circumstance that makes any representation or warranty of GRANTOR under this Agreement untrue or misleading, or of any covenant of GRANTOR under this Agreement incapable or less likely of being performed. It is understood that the GRANTOR's obligation to provide notice to GRANTEE shall in no way relieve GRANTOR of any liability for a breach by GRANTOR of any of its representations, warranties, or covenants under this Agreement.
- d. Representations Pertaining to Additional Documents. There are no leases, subleases, or tenancies with any third parties in effect pertaining to the Property.
- e. General Representation. No representation, warranty, or statement of GRANTOR in this Agreement or in any document, certificate, or schedule furnished or to be furnished to GRANTEE pursuant hereto contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements or facts contained therein not misleading.

GRANTOR's representations and warranties made in this Agreement shall be continuing and shall be true and correct as of the date of the Close of Escrow with the same force and effect as if remade by GRANTOR in a separate certificate at that time. The truth and accuracy of GRANTOR's representations and warranties made herein shall constitute a condition for the benefit of GRANTEE to the Close of Escrow (as elsewhere provided herein) and shall not merge into the Close of Escrow or the recordation of the Grant Deed in the Official Records, and shall survive the Close of Escrow for a period of four (4) years.

12. GRANTEE's Representations and Warranties. In addition to any express agreements of GRANTEE contained herein, the following constitutes representations and warranties of GRANTEE to GRANTOR:

- a. Representations Regarding GRANTEE's Authority.
 - (1) GRANTEE has full power, right, and legal authority to enter into this Agreement; to buy and accept the Property from GRANTOR pursuant to this Agreement and the instruments referenced herein; and to consummate the transactions contemplated hereby.

- (2) The individuals executing this Agreement and the instruments referenced herein on behalf of GRANTEE have the legal power, right, and actual authority to bind GRANTEE to the terms and conditions hereof and thereof.
 - (3) This Agreement and all other instruments, documents, and agreements required to be executed and delivered by GRANTEE in connection with this Agreement are and shall be duly authorized, executed, and delivered by GRANTEE and shall be valid, legally binding obligations of and enforceable against GRANTEE in accordance with their terms and do not, and as of the Close of Escrow will not, violate any provisions of any agreement, law, rule, regulation, or judicial order to which GRANTEE is subject.
- b. General Representation. No representation, warranty, or statement of GRANTEE in this Agreement or in any document, certificate, or schedule furnished or to be furnished to GRANTOR pursuant hereto contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements or facts contained therein not misleading.

GRANTEE's representations and warranties made in this Agreement shall be continuing and shall be true and correct as of the date of the Close of Escrow with the same force and effect as if remade by GRANTEE in a separate certificate at that time. The truth and accuracy of GRANTEE's representations and warranties made herein shall constitute a condition for the benefit of GRANTOR to the Close of Escrow (as elsewhere provided herein) and shall not merge into the Close of Escrow or the recordation of the Grant Deed in the Official Records, and shall survive the Close of Escrow for a period of four (4) years.

13. Additional Terms of Sale.

- a. Loss, Destruction, and Condemnation. The PARTIES agree that the following provisions shall govern the risk of loss, destruction, and condemnation of the Property:
 - (1) If, before GRANTOR transfers legal title to or possession of the Property, all or a material part of the Property is taken by eminent domain by any governmental entity, GRANTEE shall be entitled to terminate its obligations under this Agreement by written notice to GRANTOR and GRANTOR shall not have the right to enforce this

Agreement against GRANTEE. If GRANTEE does not elect to terminate this Agreement, then GRANTEE shall, as applicable, either: (i) proceed to close as provided herein with the Purchase Price being reduced by the total of any applicable awards or other proceeds received or assured to be received by GRANTOR as a result of such eminent domain proceedings; or (ii) proceed to close as provided herein with an assignment as applicable by GRANTOR of all of the GRANTOR's applicable rights, title, and interest in and to all such eminent domain awards and proceeds subject to any rights of GRANTEE therein. GRANTOR will promptly notify GRANTEE in writing of any eminent domain proceedings affecting the Property.

- (2) If, after GRANTOR transfers legal title of the Property to GRANTEE at the Close of Escrow, all or any part of the Property is destroyed without fault of GRANTOR, or is taken by eminent domain by any governmental entity, GRANTEE is not relieved from GRANTEE's obligation under this Agreement to pay the full Purchase Price for the Property.
- b. Title Evidence. Any title evidence, which may be desired by GRANTEE, will be procured by GRANTEE. GRANTOR will cooperate with GRANTEE or its authorized agent in connection therewith, and will permit examination and inspection of any deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the Property that GRANTOR may have available.
 - c. Grant Deed. On the Close of Escrow, GRANTOR shall convey title to the Property to GRANTEE by recordation of the Grant Deed for the Property ("**Grant Deed**") in substantially the same form as **Exhibit "B,"** attached hereto and made a part hereof.
 - d. Other Documents. As required and only if applicable, GRANTOR shall prepare or cause to be prepared the following documents:
 - (1) One (1) Affidavit of Nonforeign Status (FIRPTA Affidavit) for the Property;
 - (2) One (1) Real Estate Withholding Certificate (Form 593-C) for the Property;
 - (3) One (1) Preliminary Change of Ownership Report (PCOR) for the Property; and

- (4) Such other documents as are deemed reasonably necessary by the PARTIES or Escrow Holder in order to consummate the transaction contemplated by this Agreement.

14. Notices. Any notice, tender, delivery, or other communication required pursuant to this Agreement must be in writing and, to be deemed to be properly given, shall be either: (i) personally delivered; (ii) mailed by depositing such notice in the United States mail, first class postage prepaid; or (iii) sent by a reputable overnight delivery service, addressed as follows or to such other place as each PARTY hereto may designate by subsequent written notice to the other PARTY:

If to GRANTOR:

Judicial Council of California
Facilities Services
Attn: Manager, Real Estate
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833
Voice: 916-263-7999

With a copy to:

Judicial Council of California
Legal Services
Attn: Supervising Attorney, Real Estate Unit
455 Golden Gate Avenue, 5th Floor
San Francisco, CA 94102

If to GRANTEE:

City of Clovis
Attention: City Manager
1033 Fifth Street
Clovis, CA 93612
Voice: 559-324-2060

15. Assignment. GRANTOR shall have the right to assign its interest under this Agreement at any time prior to the Close of Escrow; provided, however, that any valid assignment shall not relieve GRANTOR from the performance of its duties and obligations, or of its representations and warranties, hereunder. Written notice of any intended assignment by GRANTOR shall be given to GRANTEE ten (10) days prior to the effective date of assignment. GRANTEE may only assign its

interest under this Agreement prior to the Close of Escrow with the express, prior written consent of GRANTOR, in GRANTOR's sole discretion.

16. Calculation of Time. Under this Agreement, when the day upon which performance would otherwise be required or permitted is a Saturday, Sunday, or holiday, then the time for performance shall be extended to the next day which is not a Saturday, Sunday, or holiday. The term "holiday" shall mean all and only those State holidays specified in section 6700 of the California Government Code.
17. Time of Essence. Time is of the essence of this Agreement and each and every provision hereof in which time is an element.
18. Waiver. No waiver of any provision of this Agreement shall be considered a waiver of any other provision or of any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by either PARTY of any remedy provided in this Agreement or at law shall not prevent the exercise by that PARTY of any other remedy provided in this Agreement or at law or in equity.
19. Entire Agreement. This Agreement and attached exhibits shall constitute the entire understanding and agreement of the PARTIES hereto regarding the purchase and sale of the Property, and all prior agreements, understandings, representations, or negotiations, whether oral or written, are hereby superseded, terminated, and canceled in their entirety and are of no further force or effect.
20. Amendments. This Agreement may not be modified or amended except in writing signed by the PARTIES.
21. Applicable Law. The PARTIES hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The PARTIES hereto expressly agree that this Agreement shall in all respects be governed and enforced by the laws of the State of California and any claim to enforce the provisions hereof shall be brought in the Superior Court of California.
22. Severability. Nothing contained herein shall be construed as to require the commission of any act contrary to law and, wherever there is any conflict between any provision contained herein and any present statute, law, ordinance, or regulation as to which the PARTIES have no legal right to contract, the latter shall prevail, but the affected provisions of this Agreement shall be limited only to the extent necessary to bring them within the requirements of such law. It is hereby stipulated and declared to be the intention of the PARTIES that each would have executed all other terms, provisions, covenants, and restrictions set forth in this Agreement

without including any such provisions in conflict with law that may be hereafter declared invalid, void, or unenforceable.

23. Captions, Number, and Gender. The captions appearing at the commencement of the sections, paragraphs, and subparagraphs hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the section, paragraph, or subparagraph at the head of which it appears, the section, paragraph, or subparagraph and not the caption shall control and govern the construction of this Agreement. In this Agreement, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others whenever the context so requires.
24. Survival. All terms and conditions in this Agreement, which represent continuing obligations and duties of the PARTIES, that have not been satisfied prior to Close of Escrow shall survive Close of Escrow and transfer of title to GRANTEE and shall continue to be binding on the respective obligated PARTY in accordance with their terms. All representations and warranties and statements respectively made by the PARTIES contained herein or made in writing pursuant to this Agreement are intended to be, and shall remain, true and correct as of the Close of Escrow, shall be deemed to be material, and, together with all conditions, covenants, and indemnities made by the respective PARTIES contained herein or made in writing pursuant to this Agreement (except as otherwise expressly limited or expanded by the terms of this Agreement), shall survive the execution and delivery of this Agreement and the Close of Escrow, or, to the extent the context requires, beyond any termination of this Agreement.
25. Further Action. Each PARTY hereto shall, before the Close of Escrow, duly execute and deliver such papers, documents, and instruments and perform all acts reasonably necessary or proper to carry out and effectuate the terms of this Agreement.
26. Electronic Signatures. Electronic signatures shall not be accepted unless prior agreement is obtained in writing by both PARTIES. If agreed by the PARTIES that electronic signatures are acceptable, they will be treated as original signatures; however, in no instance shall electronic or facsimile signatures be accepted on any document to be recorded in the Official Records and such documents must bear original signatures.
27. Counterparts. This Agreement may be executed in counterparts (including .PDF copies), each of which shall be deemed an original as against the PARTY signing such counterpart, and which together shall constitute one and the same instrument.

28. Exhibits. The following Exhibits are attached to this Agreement and incorporated by reference herein.

Exhibit “A”: Legal Description of Property

Exhibit “B”: Form of Grant Deed with Certificate of Acceptance

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the PARTIES have executed this Purchase and Sale Agreement on the dates indicated below.

GRANTOR:

APPROVED AS TO FORM:
Judicial Council of California,
Legal Services

**STATE OF CALIFORNIA
JUDICIAL COUNCIL OF CALIFORNIA**

By: _____
Name: Kristin Kerr
Title: Supervising Attorney
Date: _____

By: _____
Name: Millicent Tidwell
Title: Acting Administrative Director
Date: _____

GRANTEE:

CITY OF CLOVIS

By: _____
Name: John Holt
Title: City Manager
Date: _____

EXHIBIT "A"
TO PURCHASE AND SALE AGREEMENT

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS

City of Clovis

A portion of the Town of East Clovis, according to the map thereof recorded in Book 2 Page 47 of Record of Surveys, Fresno County Records, described as follows

Beginning at the Southwest corner of Block 25 of said Town of East Clovis, thence Northerly along the west line of said Block 25, 199 00 feet, thence North 90°00'00" West along a line parallel to the North right of way line of Fifth Street as shown on said map of the Town of East Clovis, 29 00 feet to the True Point Of Beginning; thence along the following courses

1 South 45° 00' 00" West, 145 66 feet

2 North 45° 00' 00" West, 115 00 feet

3 North 45° 00' 00" East, 165 00 feet

4 South 45° 00' 00" East, 95 66 feet

5 South 00° 00' 00" East, 27.35 feet

to the True Point Of Beginning

APN 492-040-13T

EXHIBIT “B”
TO PURCHASE AND SALE AGREEMENT

FORM OF
GRANT DEED

The Grant Deed shall be substantially similar to the attached form.

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

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

OFFICIAL STATE BUSINESS – EXEMPT FROM RECORDING FEES PURSUANT TO GOVERNMENT CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.	SPACE ABOVE THIS LINE FOR RECORDER’S USE
GRANT DEED	Agency: Judicial Council of California Property: Clovis Courthouse, No. 10-G1
APN: 492-040-13T; County of Fresno	
For valuable consideration, receipt of which is hereby acknowledged, the STATE OF CALIFORNIA (“Grantor”) does hereby grant to the CITY OF CLOVIS, all of Grantor’s right, title, and interest in and to the real property in the City of Clovis, County of Fresno, State of California, described in Exhibit “A” attached hereto and made a part hereof by this reference. Subject to all covenants, restrictions, reservations, easements, rights, and rights-of-way of record, if any.	
APPROVED AS TO FORM: Judicial Council of California Legal Services By: _____ Name: Kristin Kerr Title: Supervising Attorney Date: _____	GRANTOR: STATE OF CALIFORNIA JUDICIAL COUNCIL OF CALIFORNIA By: _____ Name: Millicent Tidwell Title: Acting Administrative Director Date: _____

EXHIBIT "A"
TO GRANT DEED

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS

City of Clovis

A portion of the Town of East Clovis, according to the map thereof recorded in Book 2 Page 47 of Record of Surveys, Fresno County Records, described as follows

Beginning at the Southwest corner of Block 25 of said Town of East Clovis, thence Northerly along the west line of said Block 25, 199 00 feet, thence North 90°00'00" West along a line parallel to the North right of way line of Fifth Street as shown on said map of the Town of East Clovis, 29 00 feet to the True Point Of Beginning; thence along the following courses

1 South 45° 00' 00" West, 145 66 feet

2 North 45° 00' 00" West, 115 00 feet

3 North 45° 00' 00" East, 165 00 feet

4 South 45° 00' 00" East, 95 66 feet

5 South 00° 00' 00" East, 27.35 feet

to the True Point Of Beginning

APN 492-040-13T

**JUDICIAL COUNCIL
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 and official seal.

Signature: _____

(Seal)

CERTIFICATE OF ACCEPTANCE**CERTIFICATE OF ACCEPTANCE OF GRANT DEED
(Government Code section 27281, Clovis Municipal Code Section 2.2.113)**

This is to certify that the interest in real property conveyed by grant deed dated _____, 20____, from the State of California to the City of Clovis, a California municipal corporation, is hereby accepted by John Holt, City Manager, on behalf of the City of Clovis pursuant to the authority conferred upon him by the City Council of the City of Clovis, and the City of Clovis, as grantee, consents to recordation of said grant deed by its duly authorized officer, John Holt, City Manager.

CITY OF CLOVIS

DATED: _____

By: _____
John Holt, City Manager

Property Sciences

APPRAISAL OF A *Special Use – Courthouse Property*



PROPERTY

1011 5th Street
Clovis, CA 93612

PSG File Number: 1089221

EFFECTIVE DATE: As Is: August 8, 2022

DATE OF REPORT: August 11, 2022

PREPARED FOR: Judicial Council of California

PREPARED BY: The Property Sciences Group, Inc.

August 11, 2022

Mr. Patrick Morrison
Judicial Council of California
2860 Gateway Oaks, Suite 400
Sacramento, CA 95833

JCC Request No. 10-G1-2022-07-22

Dear Mr. Morrison:

In response to your request, we have completed an appraisal of the property indicated in the following table:

Property Type	<i>Special Use – Courthouse Property</i>
Address	<i>1011 5th Street</i>
City, State, Zip Code	<i>Clovis, CA 93612</i>
Report Type	<i>Appraisal Report</i>
Effective Date	<i>August 8, 2022</i>
Interest Appraised	<i>Fee Simple</i>
Intended Use	<i>Internal Reporting Purposes</i>
Site Area	<i>5,287 sq. ft. (0.12 acres)</i>
Gross Building Area	<i>5,287 sq. ft.</i>

The value stated herein is based on our understanding of the site and improvement descriptions as represented to us by the owner's representative, client, public records, our inspection and other available sources. It is your responsibility to read the report and inform the appraisers of any errors or omissions you are aware of prior to utilizing it. This report is for the exclusive use of the client indicated above, and no other party shall have any right to rely on any service provided by The Property Sciences Group, Inc. without prior written consent. Except as noted within the engagement letter, release of this appraisal to any third party without authorization from The Property Sciences Group, Inc. is expressly prohibited. The Property Sciences Group, Inc. will not be responsible for any actions or occurrences as a result of unauthorized use of this report.

The Property Sciences Group, Inc.
www.PropSci.com

Seattle
18300 Cascade Ave S, Suite 225
Seattle, WA 98188
Tel: (206) 319-5215
Fax: (925) 273-9876

Florida
4651 Salisbury Road, Suite 4012
Jacksonville, FL 32256
Tel: (925) 246-7300
Fax: (925) 273-9876

Northern California
395 Taylor Boulevard, Suite 250
Pleasant Hill, CA 94523
Tel: (925) 246-7300
Fax: (925) 273-9876

Southern California
130 North Brand Boulevard, Suite 415
Glendale, CA 91203
Tel: (213) 443-4500
Fax: (925) 273-9876

The following conclusions are premised on the Scope of Work as set forth throughout the attached report, Appraisers' Certification and the Assumptions and Limiting Conditions as cited in the attached report, as well as the facts and circumstances as of the valuation date. In addition, our appraisal is in compliance with the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP), adopted by the Appraisal Standards Board of The Appraisal Foundation. The report also complies with the Supplemental Standards of Appraisal Practice and Code of Professional Ethics of the Appraisal Institute. We certify that this assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan. In addition, we have read, understood, and satisfied the Competency Provision of the USPAP.

An "Extraordinary Assumption" is defined by USPAP as "an assumption directly related to a specific assignment of the effective date of the assignment results, which if found to be false, could alter the appraiser's opinions or conclusions." USPAP further states that "Extraordinary Assumptions" presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market trends; or about the integrity of data used in the analysis.

A "Hypothetical Condition" is defined by USPAP as "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of the analysis." USPAP further states that "Hypothetical Conditions" are contrary to known facts about physical, legal or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of the data used in the analysis.

Based on a site inspection and a review of the plat map and legal description none of the site area is subject to any implied dedication which would either positively or negatively impact the land area which is the subject of this appraisal.

The use of extraordinary assumptions and/or hypothetical conditions may have affected the assignment results. The following Extraordinary Assumptions or Hypothetical Conditions were noted in this report.

Extraordinary Assumption – Subject Site: The subject is a part of a larger parcel that is all government uses. Based on conversations with the client and the provided transfer agreement we have estimated the subject property to be the 5,287 square foot courthouse building and its underlying land. Additionally, the subject includes easement access to six parking spaces within the open parking area. For more detail see the transfer agreement. We have assumed that a parcel split will be completed so that the subject could be legally transferred. We have estimated the cost for the parcel split to be \$50,000 based on our discussion and experience with market participants. Additionally, the assumed parcel split will likely be a condition of sale. Any changes to this assumption may lead to alternate values applying.

Extraordinary Assumption – Subject Occupancy: The subject is currently occupied by the County of Fresno and Judicial Council under a Joint Occupancy Agreement. That agreement allows either party the right of first refusal if the other party is attempting to vacate. We have assumed that as a condition of sale that the property will be delivered vacant to a potential buyer unless the buyer is currently a tenant. Any changes to this assumption may lead to alternate values applying.

Extraordinary Assumption – Change in Zoning: The analysis determining the As Is value of the subject property has been projected assuming that a potential buyer of the property is able to change the zoning or acquire a conditional use permit allowing for commercial use. The parcel is currently zoned P-F (Public Facilities), and a change in zoning would convert the entire subject's zoning to M-U (Mixed Use) Zoning District. P-F (Public Facilities) zones allows for offices for government or public purposes. As the P-F (Public Facilities) Zoning is highly restrictive, it offers little value to potential buyers, and therefore we have projected that a change in zoning or a conditional use permit allowing of commercial uses would be necessary for the property to be at its highest and best use. Additionally, the majority of the nearby parcels within the neighborhood of the subject are zoned M-U (Mixed Use). Based on our analysis of the subject's neighborhood, M-U (Mixed Use) Zoning was deemed to be the most probable zoning change for the subject's parcel. We have estimated the cost for the zoning change to be \$50,000 based on our discussion and experience with market participants. Additionally, the assumed zoning change will likely be a condition of sale. Any changes to this assumption may lead to alternate values applying.

Covid-19 Statement: The outbreak of the Novel Coronavirus (COVID-19) was declared a Global Pandemic by the World Health Organization on March 11,2020. Over the course of the pandemic, we have seen that the pandemic has had an impact on the real estate market; however, that impact has varied by general economic conditions, location, and property type. As a general statement, the sectors most negatively impacted have been those of hospitality, retail, and restaurants. On the other hand, the industrial warehouse market has remained strong. Apartment properties suffered initially because of a rapid increase in unemployment but have regained some of their strength as the unemployment rate has decreased. The single-family residential market had remained strong throughout the pandemic. The situation regarding the office market is complex. In general, there has been a drop in demand for office space as companies and industry sectors that were previously opposed to letting employees work from home have been forced to do so and have now seen that it can work and provides some benefits.

The pandemic is still evolving, and the opinions of market value concluded in this appraisal are based on the most current market data available to the appraisers at the time of the assignment as well as the appraiser's best judgement. Because the pandemic is still evolving, and the future impact the pandemic may have on the real estate market is not yet fully known, the client is advised to monitor the status of the of the subject property on a regular basis.

“Fair Market Value” The fair market value of the property is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

The effective date of the As Is Fair Market Value is August 8, 2022, the date of inspection. As a result of our study and investigation, we conclude that the estimated As Is Fair Market Value of the subject property's Fee Simple Estate, predicated on an estimated exposure time of up to twelve months, as of August 8, 2022, was:

AS IS FAIR MARKET VALUE

Four Hundred Fifty Thousand Dollars
\$450,000

Thank you for the opportunity to provide this service. Respectfully submitted,

THE PROPERTY SCIENCES GROUP INC.



Robert Barnes
 Senior Appraiser
 AG041310
 Exp. 11/16/2022
 Phone: (213) 443-4540
 Email: Robert.Barnes@PropSci.com



Brant A. Sheaffer, MAI, AI-GRS
 Executive Managing Director
 AG033878
 Exp. 2/14/2023
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Transmittal Letter
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Introduction

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We certify that, to the best of our knowledge and belief,
the statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, unbiased professional analyses, opinions, and conclusions.

We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved; any specified interest or bias has not affected the impartiality of my opinions and conclusions.

Our engagement in this assignment was not contingent upon developing or reporting predetermined results.

Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP), Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA), and the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

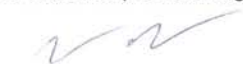
Robert Barnes has inspected the property but has prepared the report. Brant A. Sheaffer, MAI, AI-GRS has not inspected the subject but has supervised the appraisal process, made a thorough review of the work file including the finished report, recommended changes where appropriate, and concurs with the analysis and value conclusions stated herein. Brant A. Sheaffer, MAI, AI-GRS has satisfied the continuing education requirements for Members of the Appraisal Institute. The Property Sciences Group Inc. accepts full and complete responsibility for the appraisal.

The undersigned hereby acknowledge that they have the necessary education and appropriate experience to complete the appraisal assignment in a competent manner.

The appraisers acted in an independent capacity and not as employees/partners, principals, nor agents of the client's institution.

The appraisers have performed appraisal services for the subject property within the three years immediately preceding acceptance of this assignment.

No one else provided significant professional assistance to the persons signing this report.



Robert Barnes
Senior Appraiser

AG041310

August 11, 2022

Date



Brant A. Sheaffer, MAI, AI-GRS
Executive Managing Director

AG033878

August 11, 2022

Date

PROPERTY AND REPORT SUMMARY

Property Type	Special Use – Courthouse Property
Address	1011 5th Street
City, State, Zip	Clovis, CA 93612
APN(s)	492-040-13T (Portion)
Zoning	P-F (Public Facilities)
Ownership	County of Fresno
Interest Appraised	Fee Simple
Intended Use of Appraisal	Internal Reporting Purposes
Site Area	5,287 sq. ft. (0.12 acres)
Gross Building Area	5,287 sq. ft.
Net Rentable Area	5,287 sq. ft.

Dates of Value

As Is Fair Market Value	August 8, 2022
Date of Report	August 11, 2022

VALUATION SUMMARY

<u>Cost Approach</u>	<i>N/Ap</i>	Final Market Value Conclusions	
		<i>As Is Value</i>	\$450,000
<u>Sales Approach</u>	\$430,000		
\$/S.F. of Bldg.	\$125	<i>Exposure Time</i>	<i>Up to twelve months</i>
<u>Income Approach</u>	\$490,000	<u>Insurable Replacement Cost</u>	\$1,440,000
Net Income	\$52,453		
Capitalization Rate	7.25%		

**SUBJECT PROPERTY**

Property Type	<i>Special Use – Courthouse Property</i>
Address	<i>1011 5th Street</i>
City, State, Zip	<i>Clovis, CA 93612</i>
APN:	<i>492-040-13T (Portion)</i>

The parcel is a larger parcel that is occupied by multiple government entities. As discussed in the Extraordinary Assumption, the subject property consists of a single tenant office property that utilized by the State of California as the Clovis Superior Courthouse. The subject property consists of 5,287 square feet of gross building area and is between 4th Street and 5th Street on an estimated 5,287 square foot site with an easement to access six parking spaces and the site.

APPRAISERS

<i>Robert Barnes</i>	<i>Senior Appraiser</i>	<i>AG041310</i>	<i>213-443-4540</i>
<i>Brant A. Sheaffer, MAI, AI-GRS</i>	<i>Executive Managing Director</i>	<i>AG033878</i>	<i>206-319-5215</i>
<i>The Property Sciences Group, Inc.</i>	<i>Phone: 925.246.7300</i>		
<i>395 Taylor Blvd, Suite 250</i>	<i>Fax: 925.349.7200</i>		
<i>Pleasant Hill, CA 94523</i>	<i>http://www.propsci.com</i>		

CLIENT

Client: *Mr. Patrick Morrison*
Judicial Council of California

Address: *2860 Gateway Oaks, Suite 400*
Sacramento, CA 95833

DATE OF APPRAISAL

Effective Date of Value *As Is: August 8, 2022*

Date of Inspection *August 8, 2022*

Date of Report *August 11, 2022*

OWNER AND OCCUPANCY

Preliminary Report *No*

Owner *County of Fresno*

Occupancy Rate *Owner: 0%*
Tenant: 0%
Vacant: 100%
Total: 100%

The subject property is currently 100% vacant. The main parcel 492-040-13T is owned by the County of Fresno. However, the subject property has a transfer agreement between the Judicial Council of California and the County of Fresno that allows access to the subject.

SALE HISTORY

Transfers in past 5 years *No*

Source *Public Record*

To the best of our knowledge the subject has not transferred in the past five years, nor is it currently listed for sale.

REPORT TYPE

This is an Appraisal Report, compliant with FIRREA (Financial Institutions, Reform, Recovery, and Enforcement Act of 1989, as amended by the Dodd-Frank Reform Act) and the reporting requirements set forth under Standards Rule 2-2 (a) of the Uniform Standards of Professional Appraisal Practice (USPAP) for an Appraisal Report. It contains the data, reasoning, and analyses used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the stated intended use. The appraisers are not responsible for unauthorized use of this report. The appraisers possess the necessary experience and competence to complete this appraisal in conformity with the USPAP competency rule.

STANDARD OF VALUE

"Fair Market Value" The fair market value of the property is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

INTENDED USE & INTENDED USER

The intended use of this report is for **Internal Reporting Purposes** any other use is prohibited. The intended user of this report is **Judicial Council of California**. Release of this appraisal to any third party without authorization from *The Property Sciences Group Inc.* is expressly prohibited. A third party is defined as anyone other than the client indicated on the cover page. *The Property Sciences Group Inc.* will not be responsible for any actions or occurrences as a result of unauthorized use of this report.

PROPERTY INTEREST APPRAISED

A "Fee Simple Estate" is defined as follows: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Personal property is defined as follows: 1. Identifiable tangible objects that are considered by the general public as being "personal"-for example, furnishings, artwork, antiques, gems and jewelry, collectibles, machinery and

equipment; all tangible property that is not classified as real estate. (USPAP, 2010-2011 ed.) 2. Consists of every kind of property that is not real property; movable without damage to itself or the real estate; subdivided into tangible and intangible.

No items of personal property were included in the valuation of the subject.

The definition noted above is derived from the Dictionary of Real Estate Appraisal, Appraisal Institute, 5th Edition, 2010.

SCOPE OF APPRAISAL AND REPORTING PROCESS

The scope of the appraisal included:

- interior/exterior inspection
- reviewed floor plans
- researched comparable sales
- interviewed principals leasing brokers, appraisers, city and government personnel and/or local property managers
- reviewed published surveys
- reviewed public records
- reviewed private data providers
- reviewed PSG files

The type and extent of the analysis is further addressed in the Methodology Section of this Report. The appraisers have analyzed/appraised the subject's property type before and possess the necessary competence to complete this appraisal in conformity with the competency provision of USPAP. This appraisal has been prepared in conformity with the:

- Uniform Standards of Professional Appraisal Practice (USPAP)
- Financial Institutions Reform, Recovery, & Enforcement Act of 1989 (FIRREA)
- Appraisal Institute Code of Professional Ethics
- Appraisal Institute Standards of Professional Appraisal Practice
- Federal Deposit Insurance Corporation (FDIC)
- Code of Federal Regulations (CFR) requirements for above

The appraisers reviewed:

- published market reports from leading brokerage houses and providers
- public records

- private party data providers including Costar Inc., Loopnet, TRW, Dataquick, and Multiple Listing Services among others
- proprietary data retained in Property Sciences files

The Scope of Work is further delineated throughout the various sections of this report. The reader is directed to the various sections of this report for a more detailed explanation of the scope of work as it relates to the relative section of the report.

EXPOSURE TIME

Exposure Time is defined in the Dictionary of Real Estate Appraisal (Appraisal Institute, 5th Edition, 2010) as "The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal."

MARKETING TIMES PwC INVESTOR SURVEY	
Property Type (Market)	2 nd Qtr. 2022
National Regional Mall	3.0 – 18.0 months (11.4 Avg.)
National Power Center	3.0 – 12.0 months (6.2 Avg.)
National Strip Shopping Center	1.0 – 18.0 months (6.4 Avg.)
National CBD Office	3.0 – 12.0 months (8.1 Avg.)
National Suburban Office	1.0 – 15.0 months (7.0 Avg.)
National Warehouse	1.0 – 9.0 months (3.4 Avg.)
National Apartment	1.0 – 12.0 months (4.3 Avg.)
National Net Lease	2.0 – 18.0 months (6.3 Avg.)
National Medical Office	1.0 – 12.0 months (4.6 Avg.)
National Full-Service Lodging	1.0 – 12.0 months (6.7 Avg.)
National Economy/Limited-Service Lodging	2.0 – 12.0 months (6.7 Avg.)
National Luxury/Upper-Scale Lodging	1.0 – 12.0 months (7.0 Avg.)
National Select-Service Lodging	1.0 – 12.0 months (4.7 Avg.)

Source: Price Waterhouse Coopers

A reasonable Exposure Time at the estimate of Market Values, assuming sufficient and reasonable marketing efforts, was up to twelve months. Additionally, assuming an active market with adequate buyers and sellers in addition to adequate financing, the estimated marketing time for the subject is also up to twelve months.

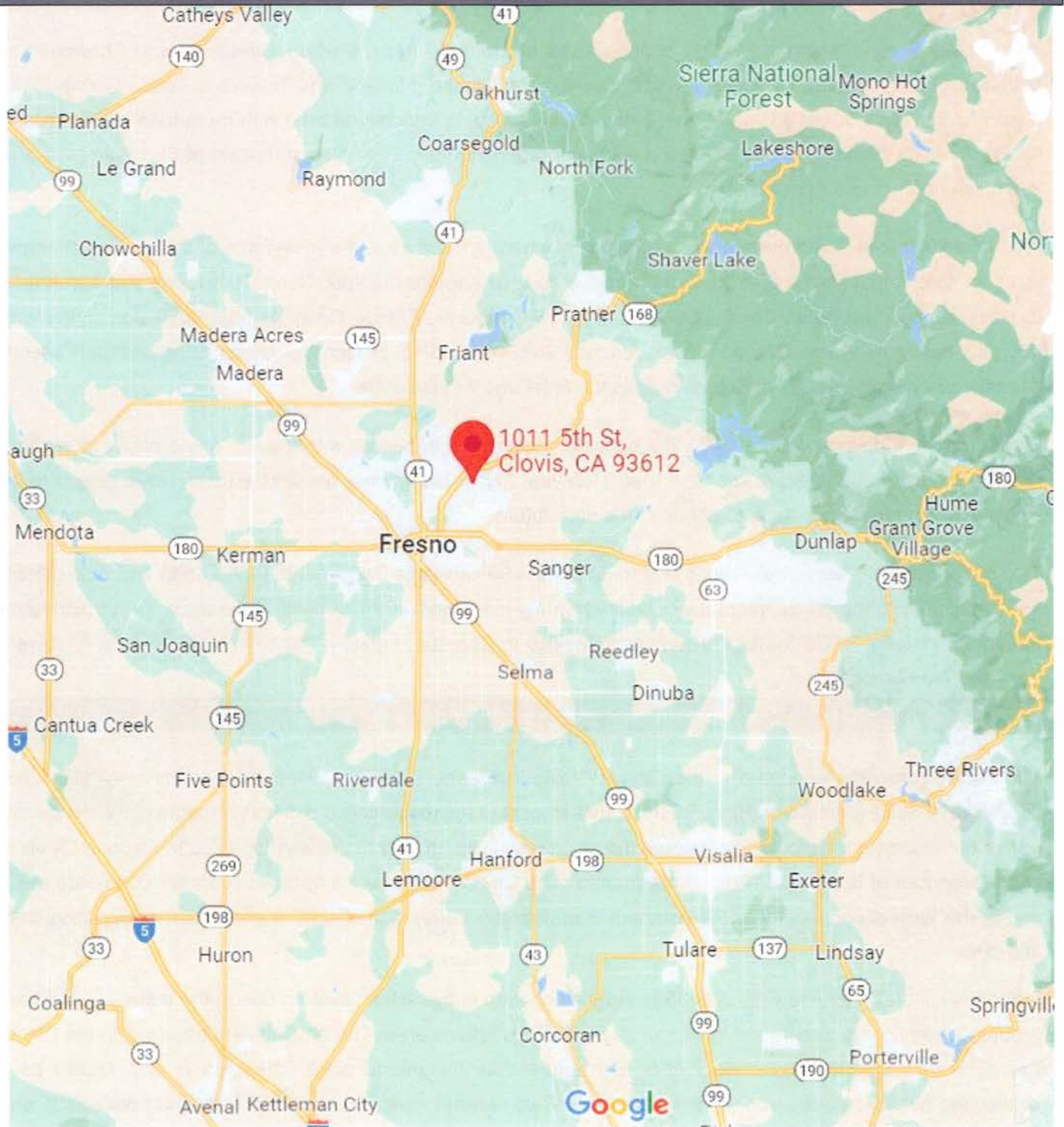
REGIONAL DESCRIPTION

The Central Valley is 450 miles long, 40 to 60 miles wide and contains 42,000 square miles. Geographically, the Central Valley can be divided into the northern Sacramento Valley (made up of ten counties) and the southern San Joaquin Valley (made up of eight counties).

The largest cities include Fresno, Sacramento, Bakersfield, Stockton and Modesto, all with populations in excess of 200,000. Population growth has resulted from a combination of natural increase and in-migration. The Central Valley contains an abundance of undeveloped land which is low in price relative to that in the more developed coastal areas. On the negative side, much of the land is prime agriculture land and there has been increasing resistance to the loss of farmland for development.

Much of the Central Valley is agricultural land and therefore has a seasonal employment base. State Government is the largest employer in the region. Other large employers include Sutter Health, Kaiser Permanente, Mercy Healthcare, Raley's Supermarkets, Hewlett-Packard, Pacific Bell, Intel, UPS, Bank of America, NEC Electronics, Blue Diamond Growers and the Sacramento Bee Newspapers. The economy has become increasingly diverse as technology companies seek lower cost locations as compared to the San Francisco Bay Area. This region also has a fairly well-educated population base as compared to other regions within the State, but includes a large, unskilled migrant farm worker segment.

REGIONAL MAP



COUNTY DESCRIPTION

The Greater Fresno region is typically defined as all of Fresno County, Madera, Firebaugh and Chowchilla in Madera County; Hanford, Lemoore in Kings County; and Dinuba, Monson and Travers in Tulare County. This region is part of California's Central Valley, the nation's leading agricultural area with more than eleven million acres of irrigated land. The City of Fresno is located approximately 200 miles southeast of San Francisco and 225 miles north of Los Angeles.

Fresno is located in California's fertile central valley where agriculture is the main force of the area's economy; its agriculture output serves both the San Francisco and Los Angeles markets. Over 500 trucking and warehouse facilities support the areas operations as well as two railways. Fresno County's total 2010 population was 930,450; this figure was estimated to have reached 968,905 by 2015. Fresno County ranks as California's tenth largest county while the City of Fresno itself is the fifth largest in the state.

Signs of market distress in the residential housing sector have appeared with median home prices in decline, notices of default and foreclosures at, or near, ten-year highs. Multi-family residential rental rates appear to be stable with moderate increases foreseen in the near future.

Two major freeways serve the Fresno region: Interstate 99 connects Sacramento to the north and Bakersfield, and other cities to the south. Interstate 5, located twenty miles west of the subject, is the main north-south route through the interior of California; it travels from Mexico to Canada. Highway 180 serves as the main east-west freeway in the Fresno area.

CITY DESCRIPTION

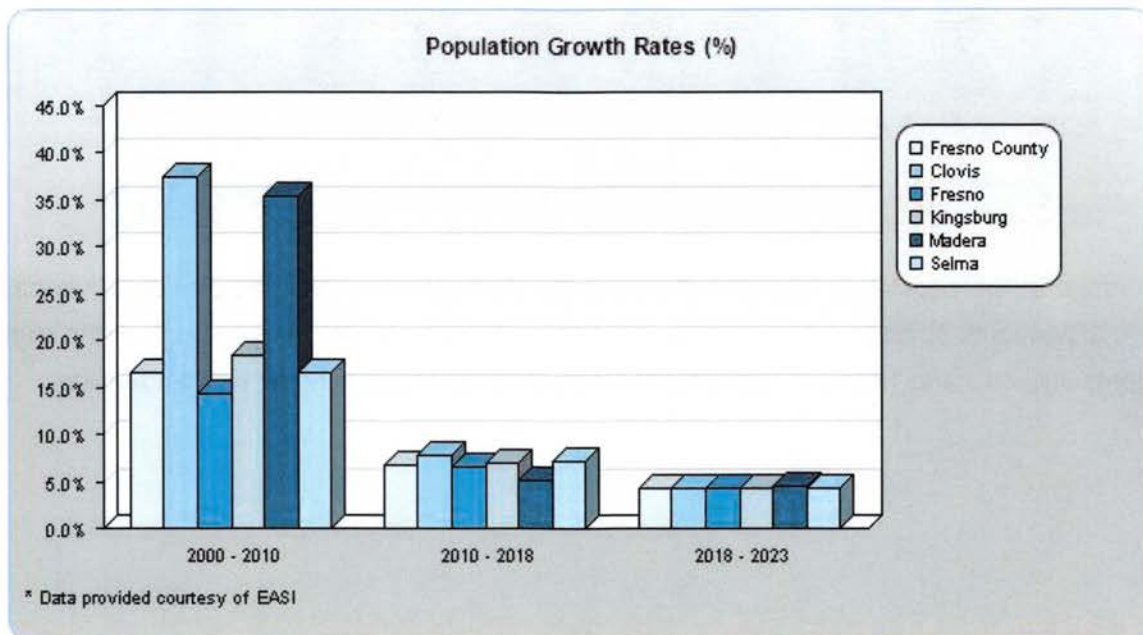
The subject property is located in the City of Clovis in Fresno County, California, approximately 175 miles southeast of San Francisco on Highway 99. Clovis is located approximately 6.5 miles northeast of the downtown center of the City of Fresno, which borders the city nearly in its entirety to the west and south. As such Clovis is considered part of the greater Fresno metro area. The City of Fresno encompasses roughly 100 square miles and is the largest community in the southern San Joaquin Valley with a current population of approximately 485,000.

Fresno is culturally diverse with over 85 languages spoken in the school system due to the influx of immigrant groups. Agriculture is the predominant industry within the Fresno area. The employment base within the City of Clovis is, however, less dependent upon agriculture than the overall area. The area is also known as a distribution hub for trucking and warehousing firms. Two railways operate intermodal facilities in the county and serve all points north, south and east. The nation's largest parcel carriers, UPS, FedEx and DHL, all operate out of the Fresno-Yosemite International Airport.

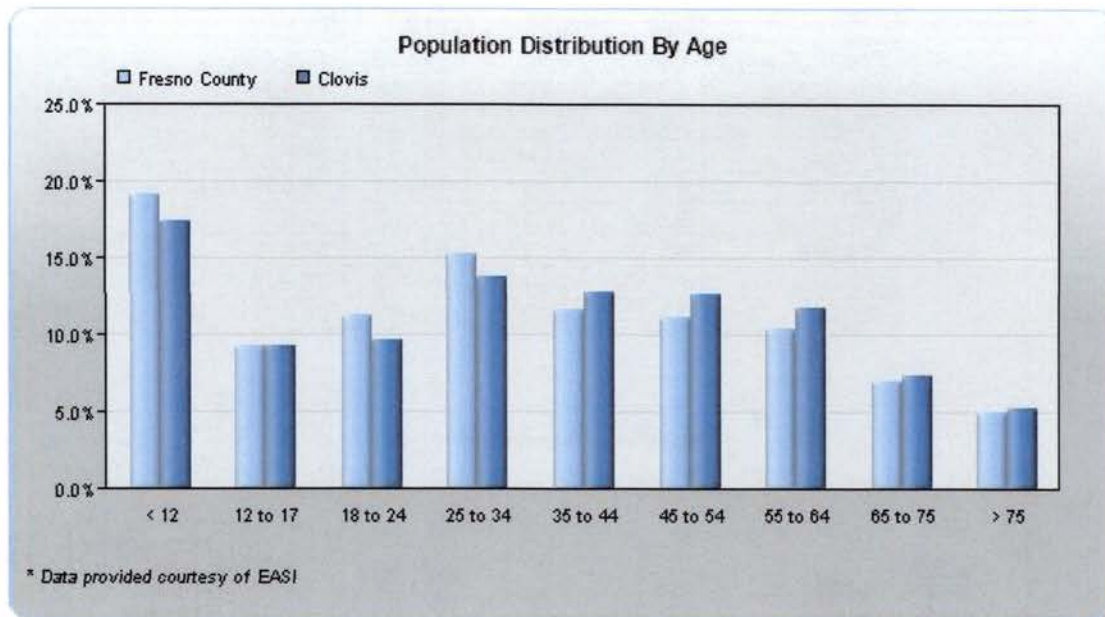
POPULATION CHARACTERISTICS

Based on the chart below, the City of Clovis saw significant growth between 2000 and 2010. In that time period the city's population grew approximately 37.5% and had an annual growth rate of approximately 3.75%. This growth outpaced the county as a whole. As of 2018, the City of Clovis at approximately 102,998 residents, indicating that recent growth is slowing, but continuing. Clovis' growth is anticipated to remain stable in the coming years, as is the growth of the Fresno County as a whole.

Population – County and Selected Cities				
	2000	2010	2018	2023
Fresno County	798,991	930,450	992,594	1,034,353
Chowchilla	11,573	18,720	18,656	19,207
Clovis	69,534	95,631	102,998	107,381
Fresno	432,527	494,665	527,145	549,324
Kerman	9,011	13,544	14,451	15,067
Kingsburg	9,615	11,382	12,182	12,695
Madera	45,384	61,416	64,543	67,418
Reedley	21,308	24,194	25,749	26,847
Selma	19,938	23,219	24,869	25,931

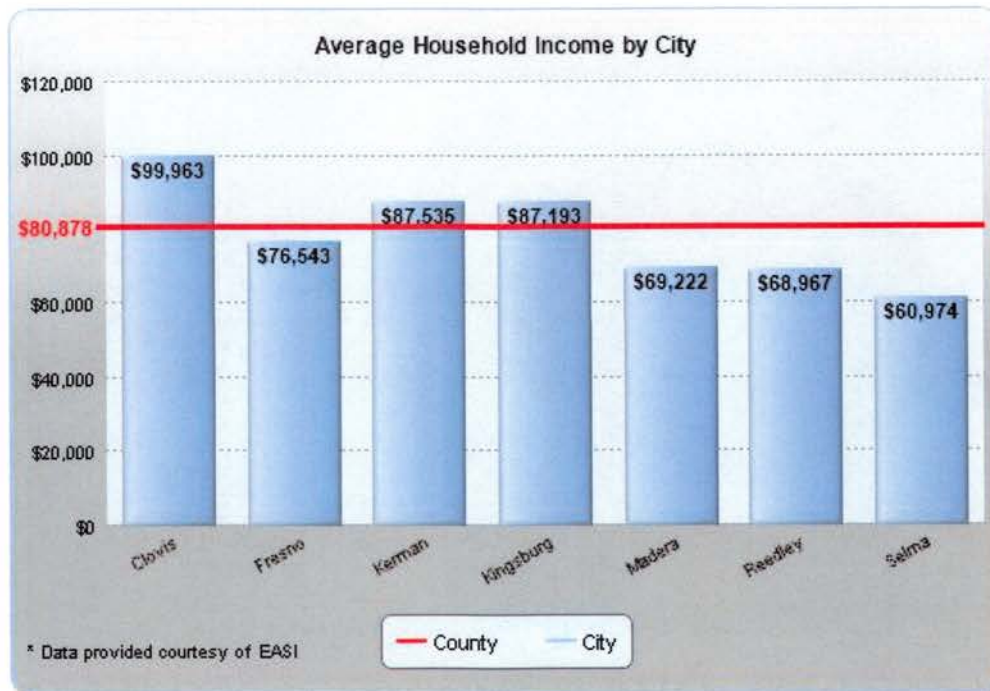


Population Change (%) County and Selected Cities			
	2000-2010	2010-2018	2018-2023
Fresno County	16.5 %	6.7 %	4.2 %
Chowchilla	61.8 %	-0.3 %	3.0 %
Clovis	37.5 %	7.7 %	4.3 %
Fresno	14.4 %	6.6 %	4.2 %
Kerman	50.3 %	6.7 %	4.3 %
Kingsburg	18.4 %	7.0 %	4.2 %
Madera	35.3 %	5.1 %	4.5 %
Reedley	13.5 %	6.4 %	4.3 %
Selma	16.5 %	7.1 %	4.3 %



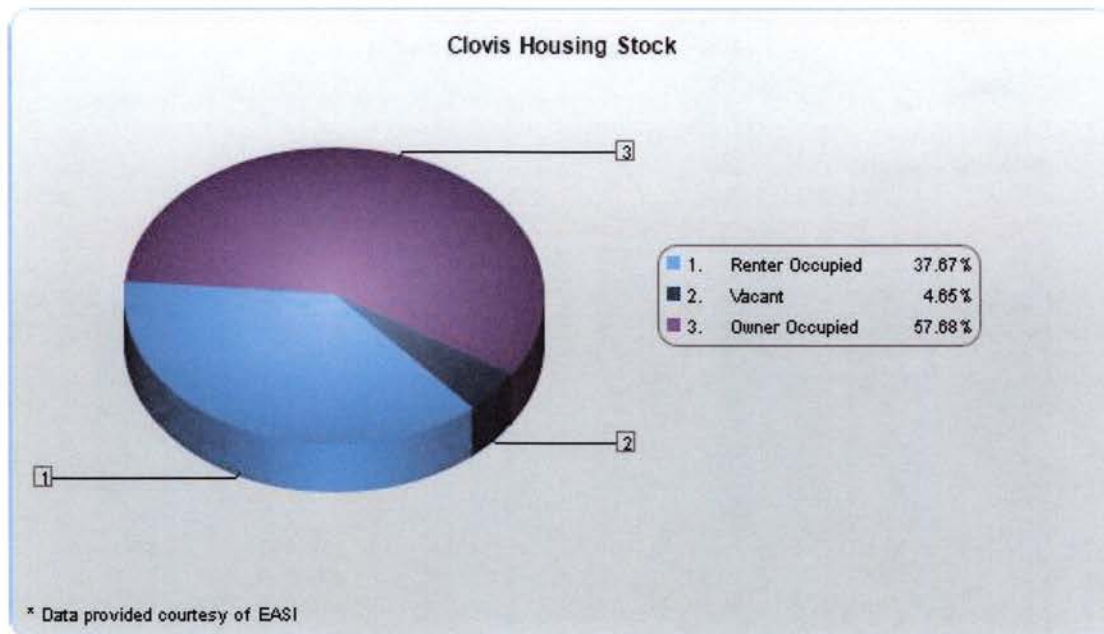
The percentage of the population figures in the diagram above indicate that the City of Clovis has a higher percentage of residents 35 and 64 than the overall county. Conversely the city is lower than the overall county with residents under 12 and 18 to 24. These figures indicate that the city is home to older families.

INCOME CHARACTERISTICS



The City of Clovis has the highest average household income in Fresno County. This is attributed to the fact that less of a proportion of employment in the city is dependent upon agricultural positions, which tend to be seasonal and pay less than other industries.

HOUSING CHARACTERISTICS

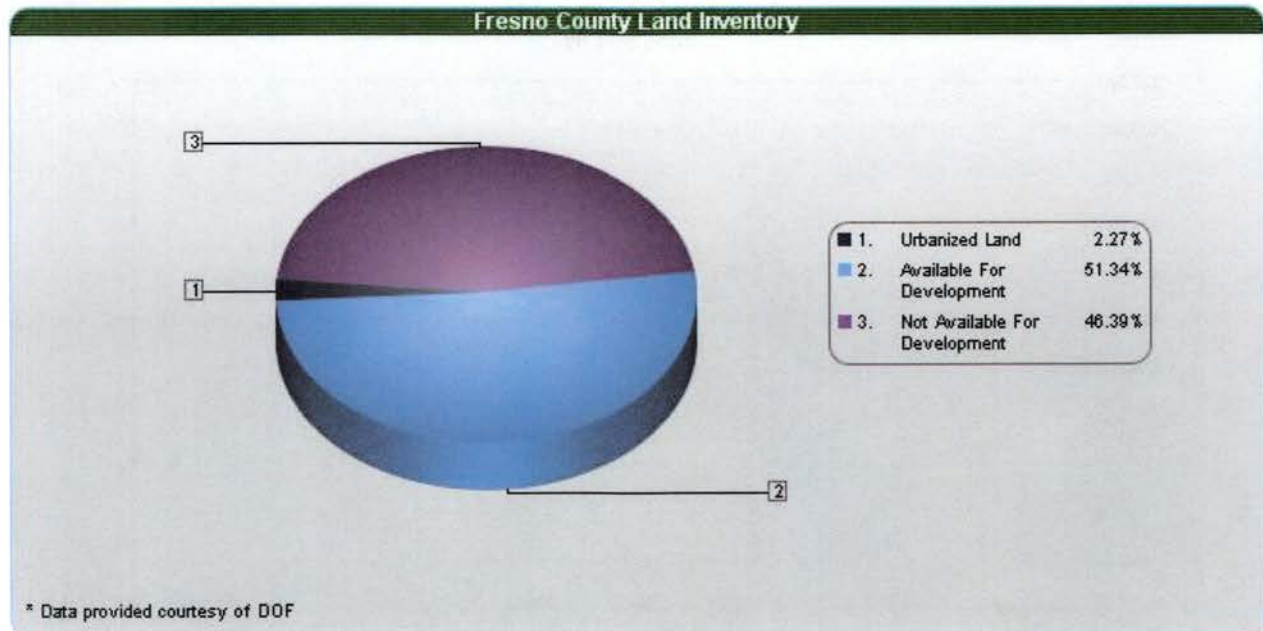


Over half of Clovis' housing stock, or 57.68%, is owner-occupied. This large proportion of owner-occupied housing is an indication as to the financial strength of households within the community and the relative affordability of housing in Clovis.

According to Core Logic, median prices of single-family homes were reported as follows:

Area	June 2022	June 2021	% Change
Fresno County	\$410,000	\$350,000	17.1%
City of Clovis	\$500,000	\$435,000	14.9%

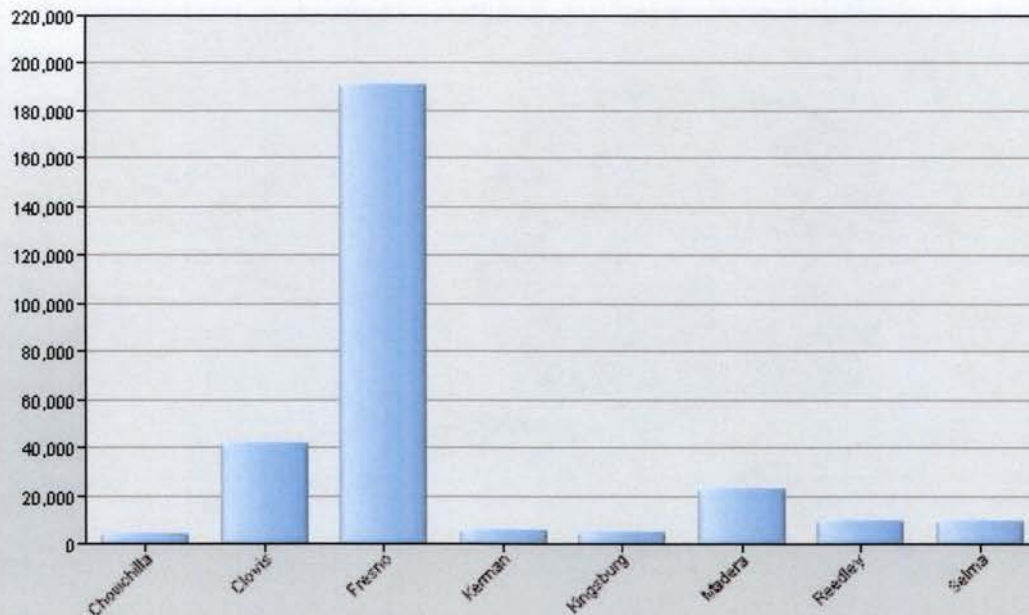
LAND USE



As shown above, Fresno County has a large amount of land available for future residential, commercial, industrial, and business park development. Approximately 51% of Fresno's current land inventory is available for development. About 46% is not available for development and a little over 2% of the land inventory has already been urbanized. As indicated above, there is still a substantial portion of land available, and we do not anticipate a shortage of land for development in the foreseeable future within the county.

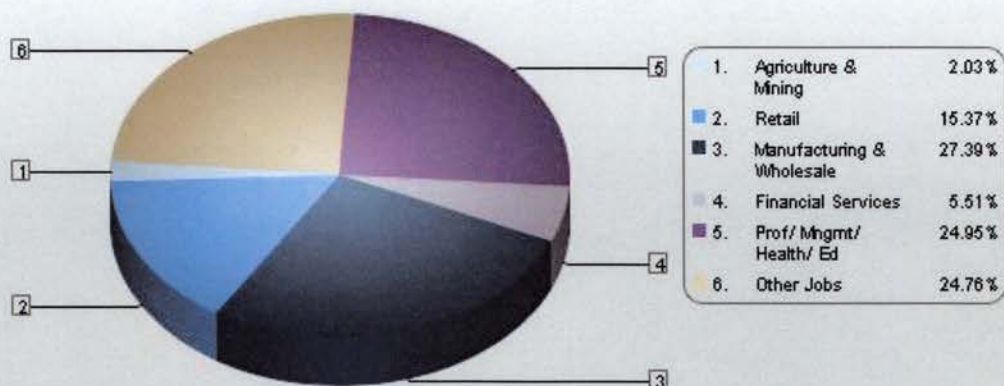
EMPLOYMENT CHARACTERISTICS

Jobs by City



* Data provided courtesy of EASI

Clovis Employment by Sector



* Data provided courtesy of EASI

The City of Fresno has the most jobs within the county followed by the City Clovis. Being a part of the largest urban area within the county, the majority of people within Clovis are employed in the manufacturing and wholesale sector. The next largest sector of employment is professional. Agriculture and mining comprise the smallest sector of employment in Clovis. This is contrary to the county as a whole, whose economy is heavily dependent on the agricultural industry.

According to the California Employment Development Department, as of June 2022, the city of Clovis had an unemployment rate of 3.1%, which is lower than Fresno County at 5.8%.

SUMMARY AND ANALYSIS

In conclusion, the City of Clovis and Fresno County in general are experiencing increased diversity in employment base with a shift toward less dependence on the agricultural industry. The projection is that Fresno County will continue to diversify its employment with a shift toward the retail and services industries. More than half the land inventory is available for development and available jobs within the city outnumber jobs from surrounding smaller cities such as Madera, Kingsburg and Chowchilla. Furthermore, the City of Clovis offers a wide array of employment sectors including but not limited to professional and manufacturing and wholesale. Population trends show substantial historical growth and continued growth projections mainly attributed to the county's locational advantages and affordable housing relative to other areas of California.

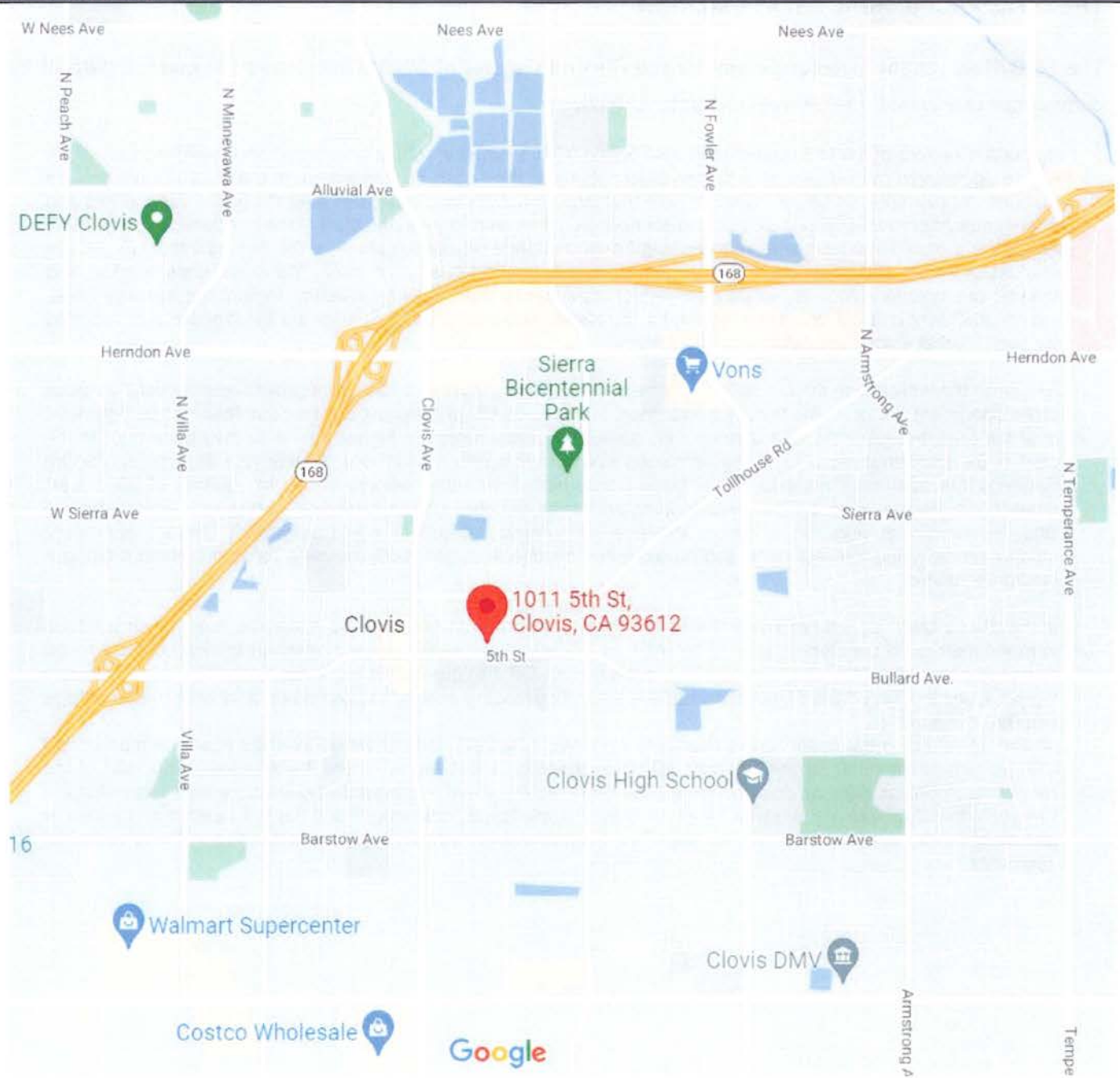
NEIGHBORHOOD

Street Name	Frontage	Direction	Lanes	Parking
5th Street	N/Av	East/West	Two	Street
4th Street	N/Av	East/West	Two	Street
Lighting	Adequate			
Intersection Controls	Stop Sign			
Adjacent Uses				
North of Subject	Single-Family Residential			
South of Subject	Clark Schools			
East of Subject	Clovis Civic Center			
West of Subject	San Joaquin College of Law			
Neighborhood Boundaries				
North	Ness Avenue			
South	Shaw Avenue			
East	Temperance Avenue			
West	SR-168			
Freeways	Name	Miles	Direction	
	SR-168	1.2	West	

The subject property is situated between 4th Street and 5th Street and Veterans Parkway and in the city of Clovis, CA. The neighborhood is predominately commercial uses to the west and residential uses to the east with some residential uses located nearby on secondary streets. The neighborhood as well as its infrastructure is suburban. The streets are improved with concrete curbs and gutters, streets are paved with asphalt, and all utilities and city services are available to the neighborhood. The properties in the area generally reflect average levels of maintenance and condition and the market appeal and acceptance of the properties is average. The neighborhood is in the stable stage of its life cycle. The stable stage is defined as "a stage in a neighborhood life cycle in which the neighborhood experiences equilibrium without marked gains or losses."

The Dictionary of Real Estate, 5th Edition.

NEIGHBORHOOD MAP



MARKET OVERVIEW

THE COMMERCIAL REAL ESTATE MARKET

The PwC Real Estate Investor Survey for the Second Quarter of 2022 summarizes the current state of the commercial real estate market, with excerpts as follows:

"In certain sectors of the U.S. commercial real estate (CRE) industry, robust tenant demand is allowing investors to use aggressive market rent growth rate assumptions in their cash flow analyses. In the Survey's warehouse markets, for example, 64.0% of investors note that leasing activity has increased over the past three months and unanimously agree that rental rates are higher now than they were prior to the start of the pandemic in early 2020. At 3.76%, the combined average year-one market rent change rate assumption for the Survey's four warehouse markets is nearly 100 basis points higher than it was in the first quarter of 2020. "It's a landlords' market, and tenants are looking to lock in rentals rates, which continue to rise," says an investor. In fact, the average initial-year market rent change rate assumptions for the warehouse markets this quarter are the highest ever reported for each market since they debuted in the Survey.

Similar to the warehouse sector, solid fundamentals are letting investors raise rent growth assumptions in much of the apartment sector. In the Survey's apartment markets, 68.0% of investors observe that leasing has increased over the past three months and unanimously agree that rental rates are higher now than they were prior to the start of the pandemic. At 3.49%, the combined average year-one market rent change rate assumption for the Survey's four apartment markets is 122 basis points higher than the average in the first quarter of 2020. Last quarter, the average was 3.10%. "New leasing and trade-outs have been extremely strong with tenants having little leverage," remarks an investor. While an economic slowdown could negatively impact apartment fundamentals, rising interest rates and an expected decline in single-family housing sales may help prolong a landlords' market.

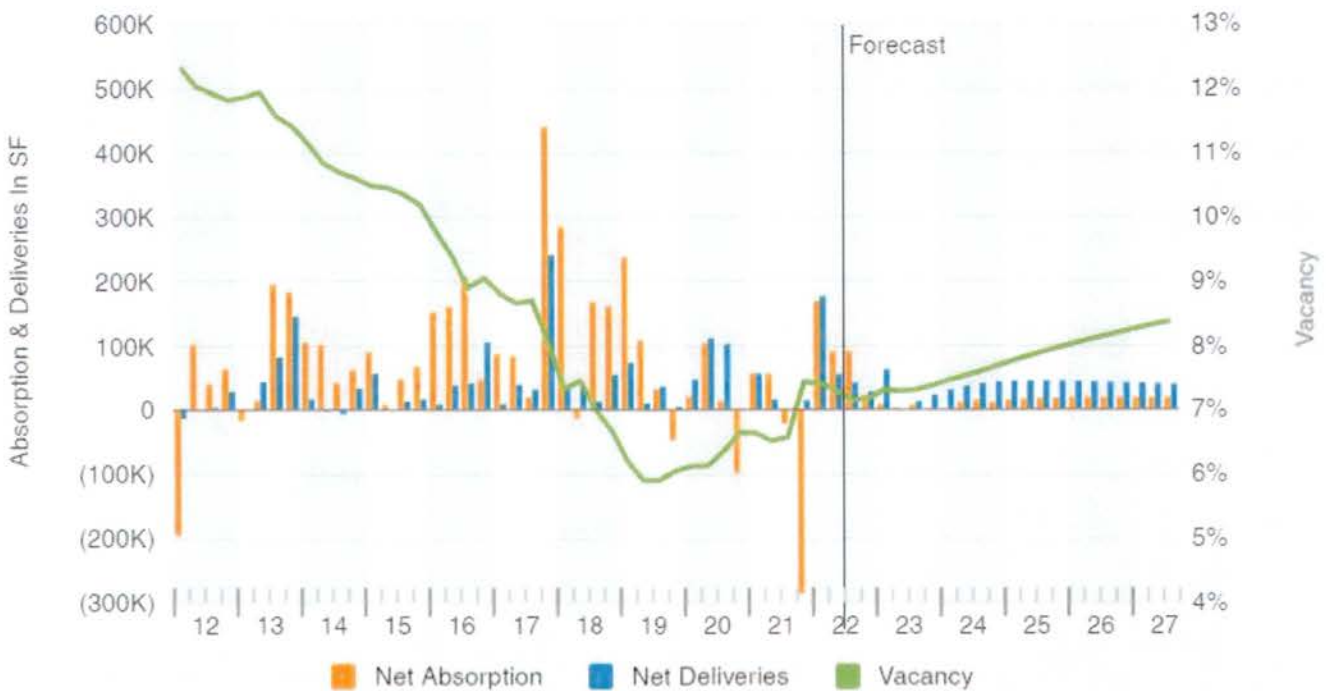
In the office sector, a spotty recovery due to still-dominant work-from-home trends is keeping rent growth subdued in many metros. In the Survey's 22 office markets, investors are nearly divided between thinking current rental rates are either about the same as (42.0%) or lower than (36.0%) pre-pandemic levels. Only 22.0% feel they are higher. Even though 63.0% of investors believe that office leasing activity has picked up a lot over the past three months, it has yet to

give most landlords the confidence to boost rental rates. At 0.99%, the combined average year one market rent change rate assumption for the Survey's 22 office markets is well below where it was prior to the start of the pandemic. A similar situation has occurred in the retail sector, where leasing activity has increased somewhat but has yet to translate into higher rental rates. Until oversupply issues are remedied in the retail sector and a clearer picture of tenant demand emerges for the office sector, rent growth will likely be restrained in these two CRE segments."

LOCAL OFFICE MARKET

The subject is located in the Fresno designated market area. According to CoStar, as of August 9, 2021, the vacancy rate is 7.3%, which is an increase from the prior period of 0.8%. Net absorption was negative (37,700) square feet over the past 12 months, which is a decrease from the prior period of (negative 12,300) square feet. The average quoted rental rate was \$1.73 per square foot, per month, which is a 1.8% increase from the prior period. The current average capitalization rate is 7.8% which is a decrease of 0.1% from the prior period of 7.9%.

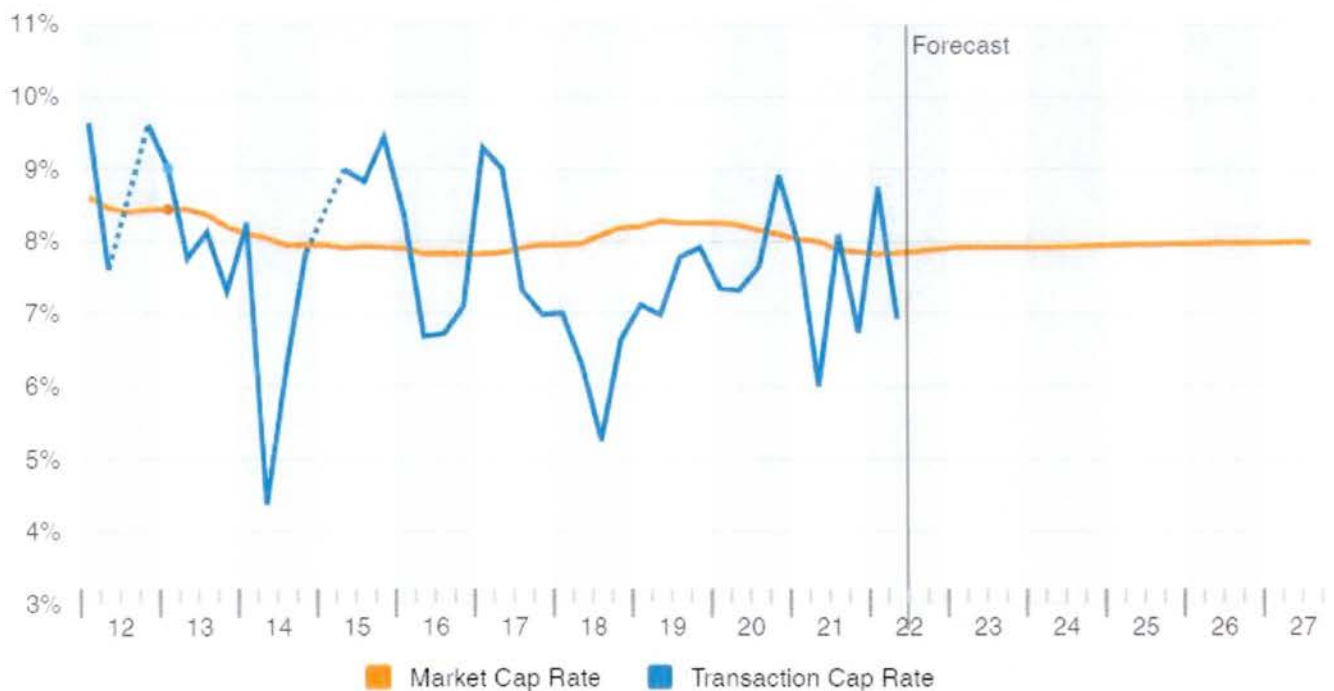
Net Absorption, Net Deliveries & Vacancy



Market Rent Per SF



Market Cap Rate & Transaction Cap Rate



OFFICE MICRO MARKET

We also assembled data on office buildings in the immediate area of the subject. We utilized a three-mile radius from the subject's location, which corresponds approximately with a portion of the subject's submarket area. According to CoStar, current vacancy rate is 4.5%, which is a decrease of 1.9% from the prior period of 6.4%. Net absorption was positive (253,000) square feet over the past 12 months, which is an increase from the prior period of positive (40,600 square feet). The average quoted rental rate was \$1.79 per square foot, per month, which is a 1.7% increase from the prior period. The current average capitalization rate is 8.0% which is a decrease of 0.1% from the prior period of 8.1%.

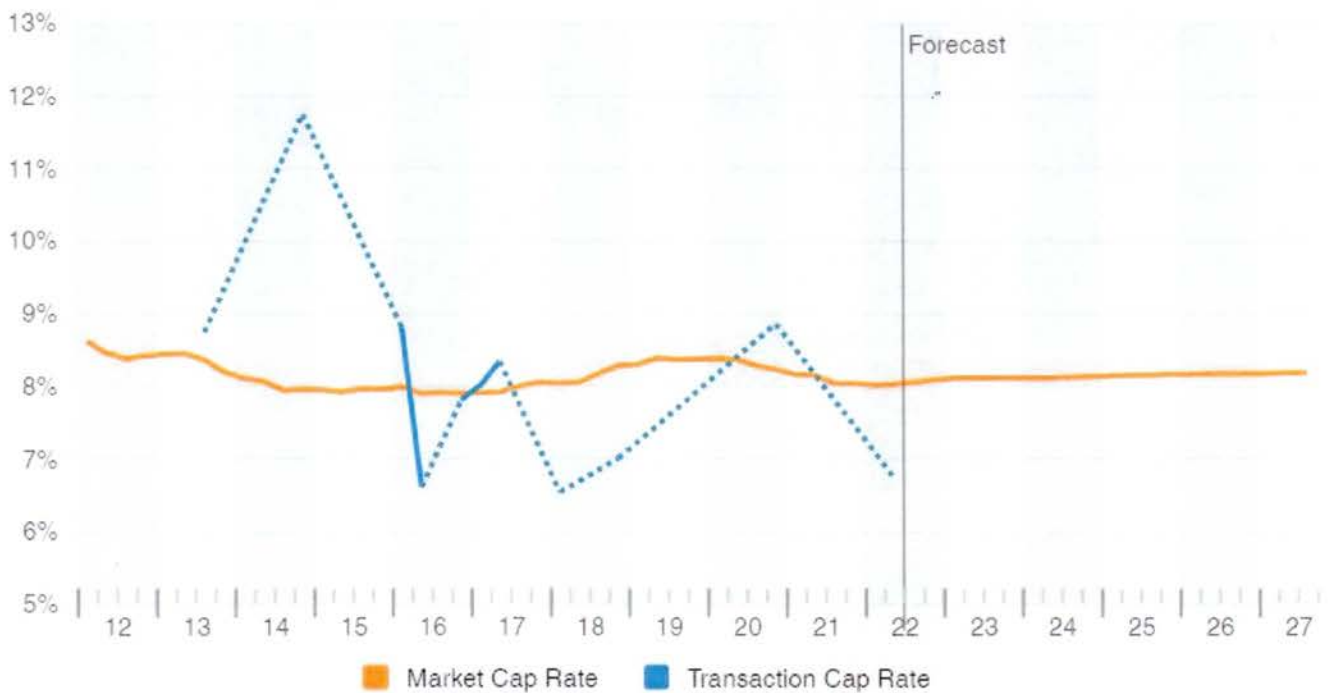
Net Absorption, Net Deliveries & Vacancy



Market Rent Per SF



Market Cap Rate & Transaction Cap Rate



DEMOGRAPHICS

Households

Population

	2 mile	5 mile	10 mile		2 mile	5 mile	10 mile
				2010 Households	21,006	83,243	200,102
				2022 Households	23,508	97,248	222,246
				2027 Household Projection	24,475	101,895	231,108
2010 Population	57,396	238,662	606,698	Annual Growth 2010-2022	1.0%	1.3%	0.8%
2022 Population	64,883	281,813	674,759	Annual Growth 2022-2027	0.8%	1.0%	0.8%
2027 Population Projection	67,617	295,609	701,492	Owner Occupied Househol	13,501	60,592	125,836
Annual Growth 2010-2022	1.1%	1.5%	0.9%	Renter Occupied Househol	10,974	41,303	105,271
Annual Growth 2022-2027	0.8%	1.0%	0.8%	Avg Household Size	2.7	2.8	3
Median Age	36.2	34.8	34	Avg Household Vehicles	2	2	2
Bachelor's Degree or Higher	26%	29%	23%	Total Specified Consumer	\$748.8M	\$3.3B	\$7B
U.S. Armed Forces	117	484	610				

Income

	2 mile	5 mile	10 mile
Avg Household Income	\$83,418	\$91,897	\$80,885
Median Household Income	\$65,945	\$72,553	\$60,127
< \$25,000	3,773	16,269	50,423
\$25,000 - 50,000	5,292	17,830	45,515
\$50,000 - 75,000	4,285	16,152	36,802
\$75,000 - 100,000	3,234	13,549	27,020
\$100,000 - 125,000	2,558	11,713	22,740
\$125,000 - 150,000	1,169	5,883	10,702
\$150,000 - 200,000	2,041	8,691	15,308
\$200,000+	1,157	7,160	13,736

Housing

	2 mile	5 mile	10 mile
Median Home Value	\$311,136	\$325,118	\$304,922
Median Year Built	1984	1985	1978

SUMMARY

Over the past 12 months, rental rates and vacancy rates have been stable. However, the economy has been impacted by the effects of the COVID-19 virus. As of the effective date, the short and long-term impact on the real estate market from the COVID-19 virus is unknown. However, due to the virus, it is reasonable to assume that current market conditions will extend marketing times beyond the recent historical levels. Additionally, it could have a negative impact on values, but the impact is still unknown.

SITE DESCRIPTION

Assessor's Parcel Number	492-040-13T (Portion)		
Lot Area (acres)	0.12 acres		
Lot Area (sq. ft.)	5,287 sq. ft.	Source	Public Record
Excess Land	No		
Surplus Land	No		
Floor Area Ratio (FAR)	1.00		
Lot Coverage	100%		
Shape	Rectangular		
Corner Lot	No		
Topography	Level		
Census Tract	0057.01		
	Map	Date	Zone
FEMA	06019C1580H	February 18, 2009	X
The subject property is located in Flood Zone X, defined as, "Areas determined to be outside 500-year floodplain determined to be outside the 1% and 0.2% annual chance floodplains." Flood insurance is not required for properties in this zone.			
Easements	N/Av		
CC&Rs	N/Av		

SITE DESCRIPTION

Extraordinary Assumption – Subject Site: The subject is a part of a larger parcel that is all government uses. Based on conversations with the client and the provided transfer agreement we have estimated the subject property to be the 5,287 square foot courthouse building and its underlying land. Additionally, the subject includes easement access to six parking spaces within the open parking area. For more detail see the transfer agreement. We have assumed that a parcel split will be completed so that the subject could be legally transferred. We have estimated the cost for the parcel split to be \$50,000 based on our discussion and experience with market participants. Additionally, the assumed parcel split will likely be a condition of sale. Any changes to this assumption may lead to alternate values applying.

The subject property's site is rectangular with an area of 5,287 square feet or 0.12 acre, according to the Assessor's files. The site is level with all utilities connected and lot coverage is 100% (5,287 square foot building footprint / 5,287 square foot lot size) with a floor area ratio (FAR) of 1.00 (5,287 square foot building area / 5,287 square foot lot size). The Assessor's parcel map is included in the following pages.

LEGAL DESCRIPTION

The Assessor's Parcel Number is 492-040-13T (Portion). A copy of the legal description is part of the Preliminary Report, included in the Addenda

ALQUIST-PRIOLO GEOLOGIC HAZARDS ACT

All properties in California are subject to some degree of seismic risk. The Alquist-Priolo Special Studies Zone Act of 1972 was enacted by the State of California to regulate development near active earthquake faults. The Act required the State Geologist to delineate earthquake fault zones along known faults in California. Cities and counties affected by the identified zones must limit certain development projects within the zones unless geologic investigation demonstrates that the sites are not threatened by surface displacement from future faulting. The Alquist-Priolo maps identify areas at risk of having surface ruptures; they do not address seismic risk due to soil composition or distance from an active fault. The appraisers are not qualified in the determination of seismic risk, and the client is advised to consult a geotechnical expert in the determination of seismic risk.

SOIL CONDITIONS/TOXIC CONDITIONS

Soil studies of the subject property were not made available or reviewed as part of this appraisal. The soils are presumed adequate to support development, as evidenced by the existing improvements. This appraisal is based on the special assumption that the property is not adversely affected by any environmental or toxic conditions. The appraisers are not qualified in the determination of environmental or toxic conditions, and the client is advised to consult an expert in this area.

EASEMENTS

A Preliminary Report was not provided. Easements for ingress and egress and public utility easements, were noted during our inspection. This appraisal assumes there are no easements that negatively impact the use, marketability, or value of the subject property.

CC&Rs

A Preliminary Report was not provided. This appraisal assumes there are no CC&Rs that negatively impact the use, marketability, or value of the subject property.

SITE IMPROVEMENTS

Parking Total	6	Ratio	1.13 per SF of GBA
Open Spaces	6	Surface	Asphalt
Landscaping	Average		
Curbs	Yes	Sidewalks	Yes
Storm Drains	Yes		
Water Service	Public	Sewer Service	Public

REAL ESTATE TAXES

PROPERTY TAX SUMMARY	
Parcel Number	492-040-13T (Portion)
Land	N/Ap (Government Owned)
Improvements	N/Ap (Government Owned)
Personal Property	\$0
Total Assessed Value	N/Ap (Government Owned)
Tax Rate	N/Ap (Government Owned)
Annual Taxes	N/Ap (Government Owned)
Special Assessments	N/Av
Delinquent Taxes	No
Total Taxes	N/Av

Specific property tax information for the 2021/2022 tax year is shown in the preceding table and represents current information based on current assessed value. According to the County Tax Collector, as of the date of the report, taxes for the subject property are current. This appraisal analysis assumes that all tax payments will be (or have been) made and that there will be no adverse effect or liens on the subject property resulting from unpaid taxes.

In 1978, the voters of California enacted Proposition 13. This bill limited property taxes to 1% of the 1975 assessed value plus any voter approved city, special district or county bonds. The State Board of Equalization cannot increase the assessed values more than 2% per year. However, if a property is sold or substantially improved, the assessed or taxable value adjusts to market value of the property (usually sales price) as estimated by the County Assessor's Office as of the transaction date.

ZONING DESCRIPTION-AS IS

Primary Zoning	<i>P-F (Public Facilities)</i>
Purpose	<i>The P-F District is applied to areas appropriate for a variety of public uses, including City Hall facilities, cemeteries, churches, corporate and maintenance yards, educational facilities, hospitals, libraries, meeting halls, police and fire, public parking facilities (e.g., lots/garages), rodeo grounds, and other public agency facilities which may require appropriate buffering from adjacent residential designations. The P-F District is consistent with the Public/Quasi Public land use designation of the General Plan.</i>
Permitted Uses	<i>A variety of public uses.</i>
Change in Zoning Likely	<i>Unknown</i>

Development Standards	Permitted	Subject's Actual
Lot Size (SF)	<i>Not Prescribed</i>	5,287
FAR	<i>Not Prescribed</i>	1.00
Coverage	<i>Not Prescribed</i>	100%
Parking	<i>Not Prescribed</i>	6
Legally Permitted	Yes	
Conforming	Yes	

According to the Municipal Code, the subject property's current use and development are legal and conforming. The improvements could be re-built to their current density if destroyed by natural disaster.

ZONING DESCRIPTION-EXTRAORDINARY ASSUMPTION

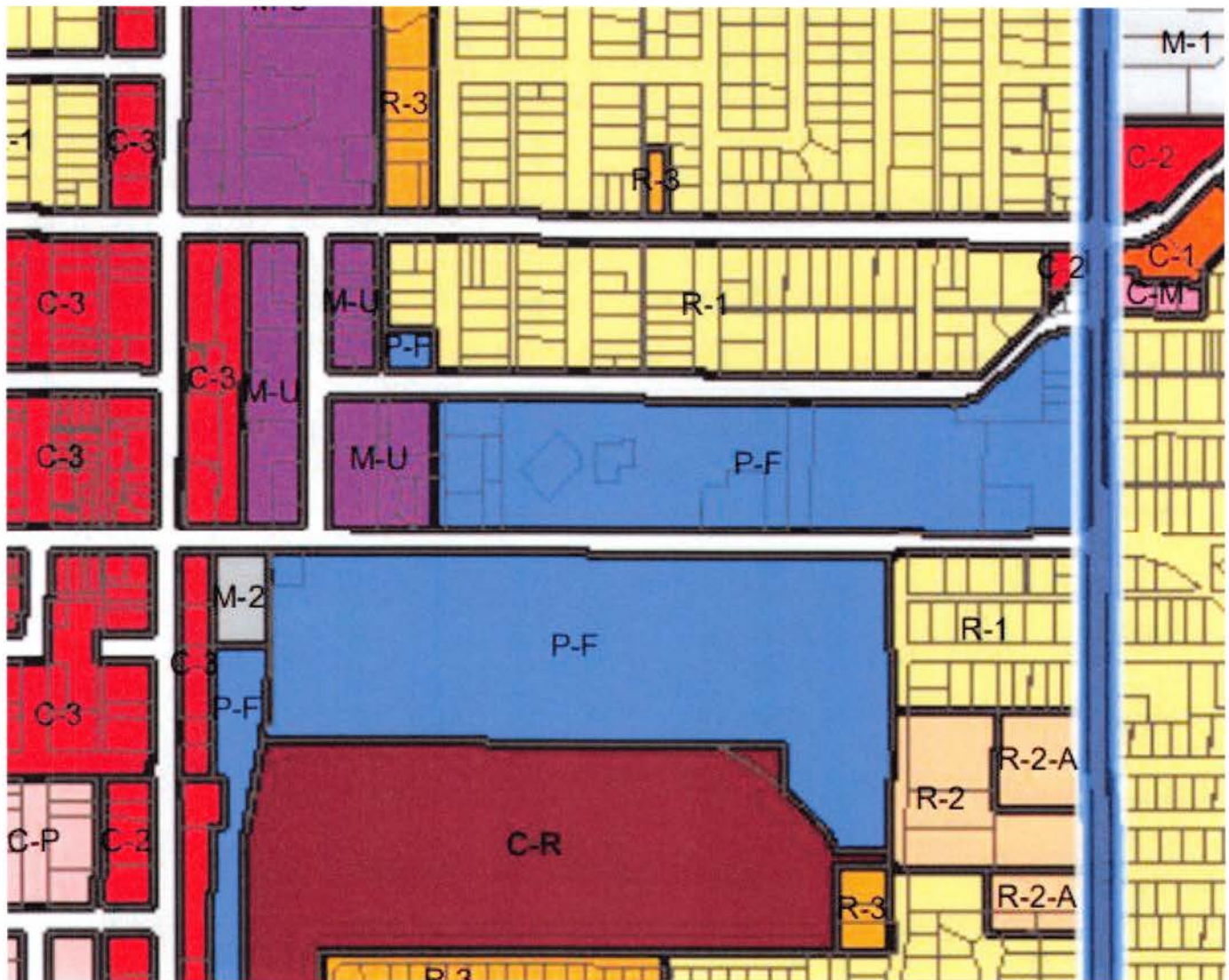
Primary Zoning	<i>M-U (Mixed-Use) Zoning</i>
Purpose	<i>The M-U Overlay District provides for the development and/or redevelopment and enhancement of existing developed areas appropriate for the creative mix of retail, professional office, industrial, business park, medical facilities, and residential uses located on the same parcel or within the same project area. Mixed use development projects may either be freestanding within a project area, or combined within a single structure, and ensure compatible design standards, shared internal circulation, and related considerations. All uses allowable in the particular base zoning district with which the M-U Overlay District is combined shall be in compliance with Section 9.18.040 (M-U (Mixed Use) Overlay District standards). The M-U Overlay District is consistent with the Mixed-Use land use designation of the General Plan.</i>
Permitted Uses	<i>A variety of commercial uses are permitted.</i>
Change in Zoning Likely	<i>No</i>

Development Standards	Permitted	Subject's Actual
Lot Size (SF)	<i>Not Prescribed</i>	<i>5,287</i>
FAR	<i>Not Prescribed</i>	<i>1.00</i>
Coverage	<i>Not Prescribed</i>	<i>100%</i>
Parking	<i>22 (1 per 250 SF)</i>	<i>6</i>
Legally Permitted	<i>Yes</i>	
Conforming	<i>No</i>	

The zoning change based upon our Extraordinary Assumption the subject would be legal but non-conforming due to a lack of parking. According to municipal code a legal nonconforming structure that is damaged to an extent of one-half or more of its replacement cost immediately prior to such damage may be restored only if made to conform to all provisions of this chapter.

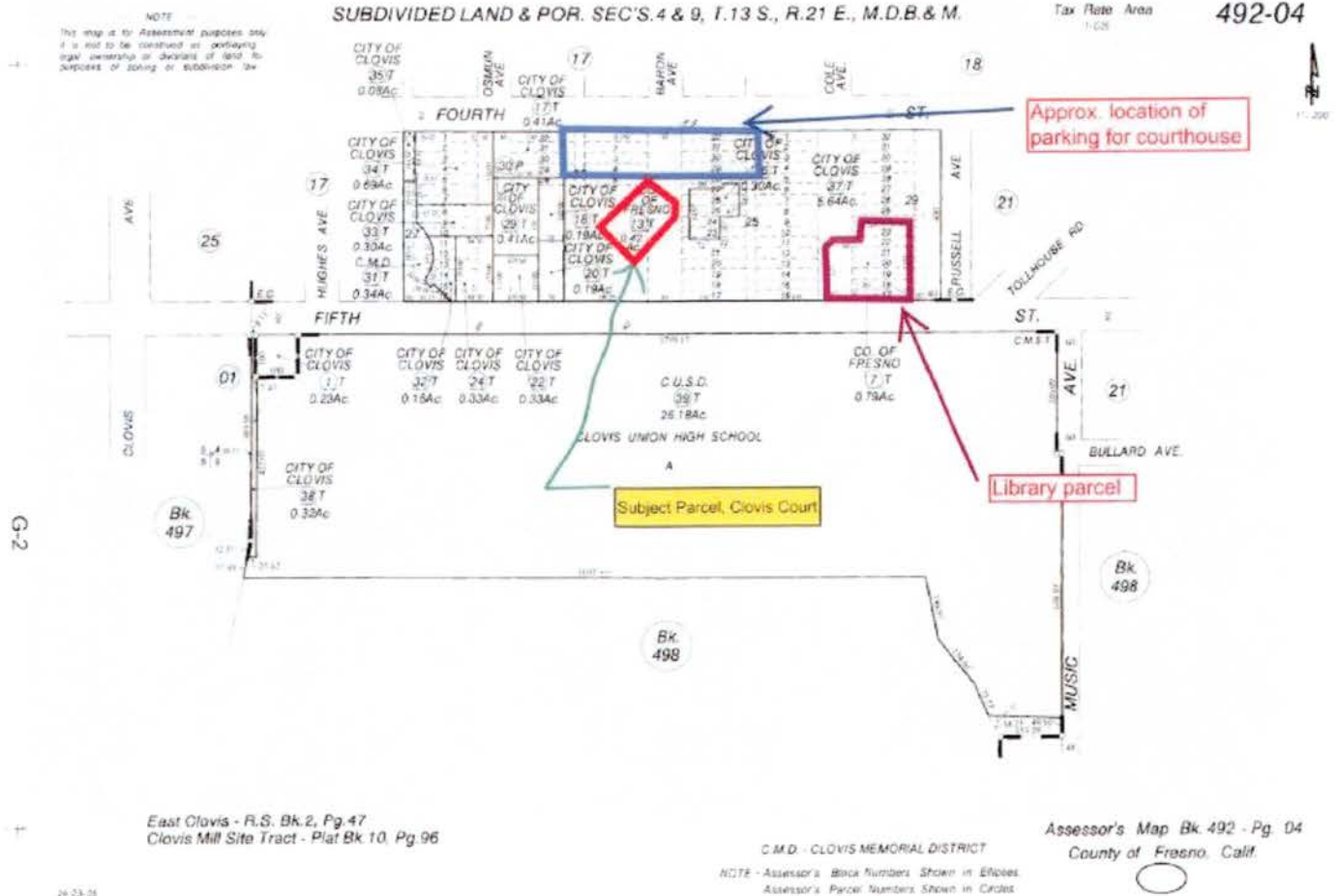
Please note that we are not experts in the interpretation of complex zoning ordinances, but the property appears to be a legal and conforming use based on our review of public information. Detailed zoning studies are typically performed by a zoning or land use expert, including attorneys, land use planners, or architects. The depth of our study correlates directly with the scope of this assignment, and it considers all pertinent issues that have been discovered through our due diligence.

SUBJECT ZONING MAP



Per the Clovis department of planning and zoning and per the zoning map above, the subject property currently zoned P-F (Public Facilities).

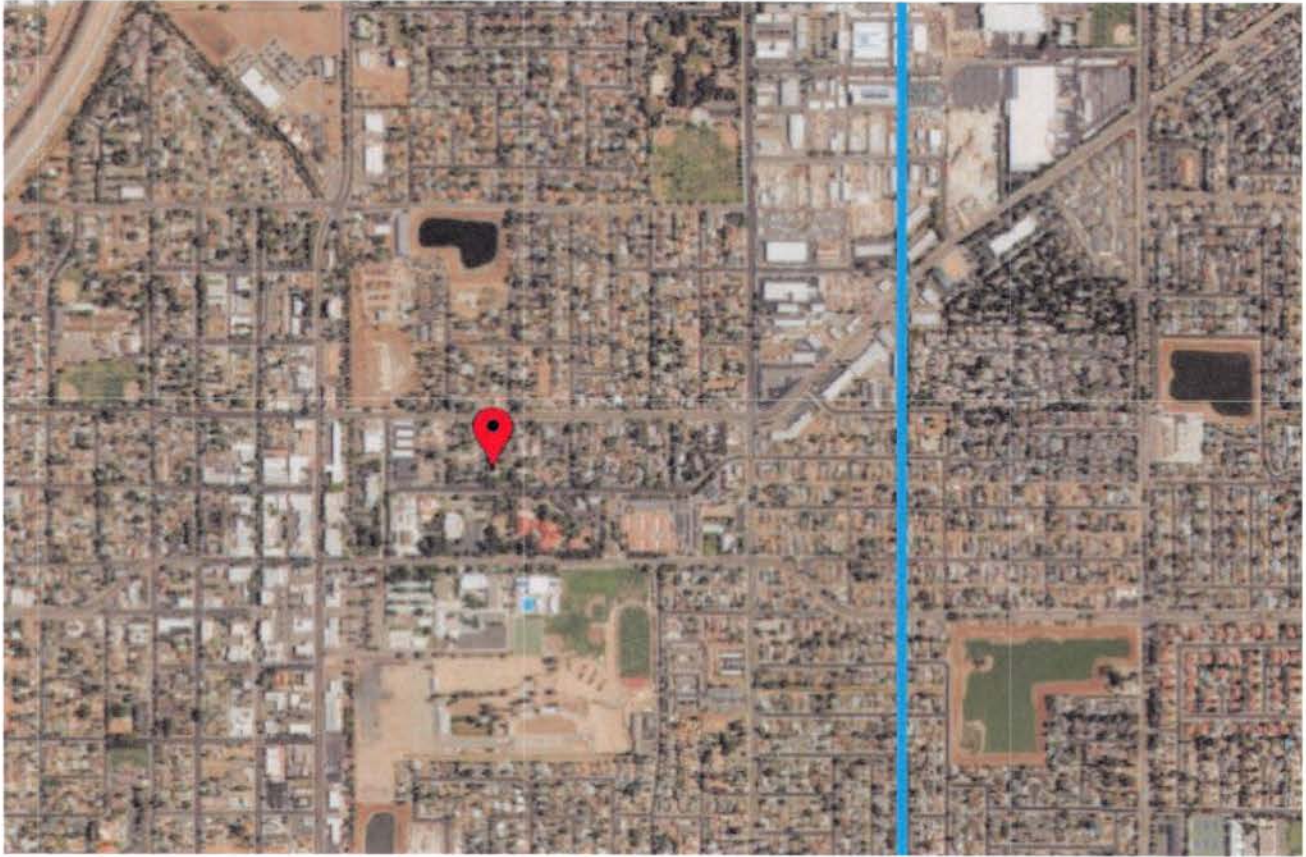
SUBJECT ASSESSOR'S PARCEL MAP



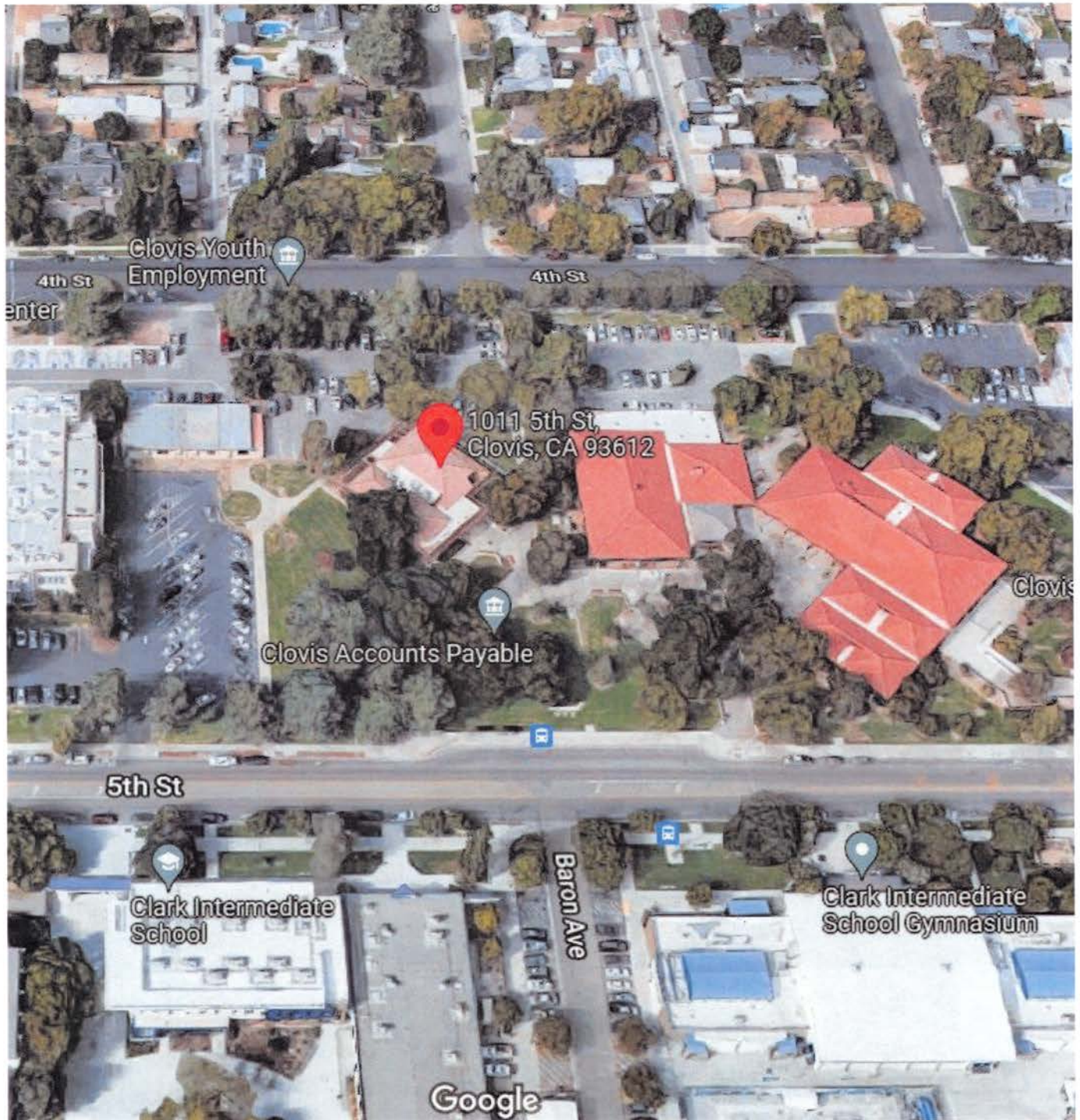
G-2

24-23-05

FLOOD MAP



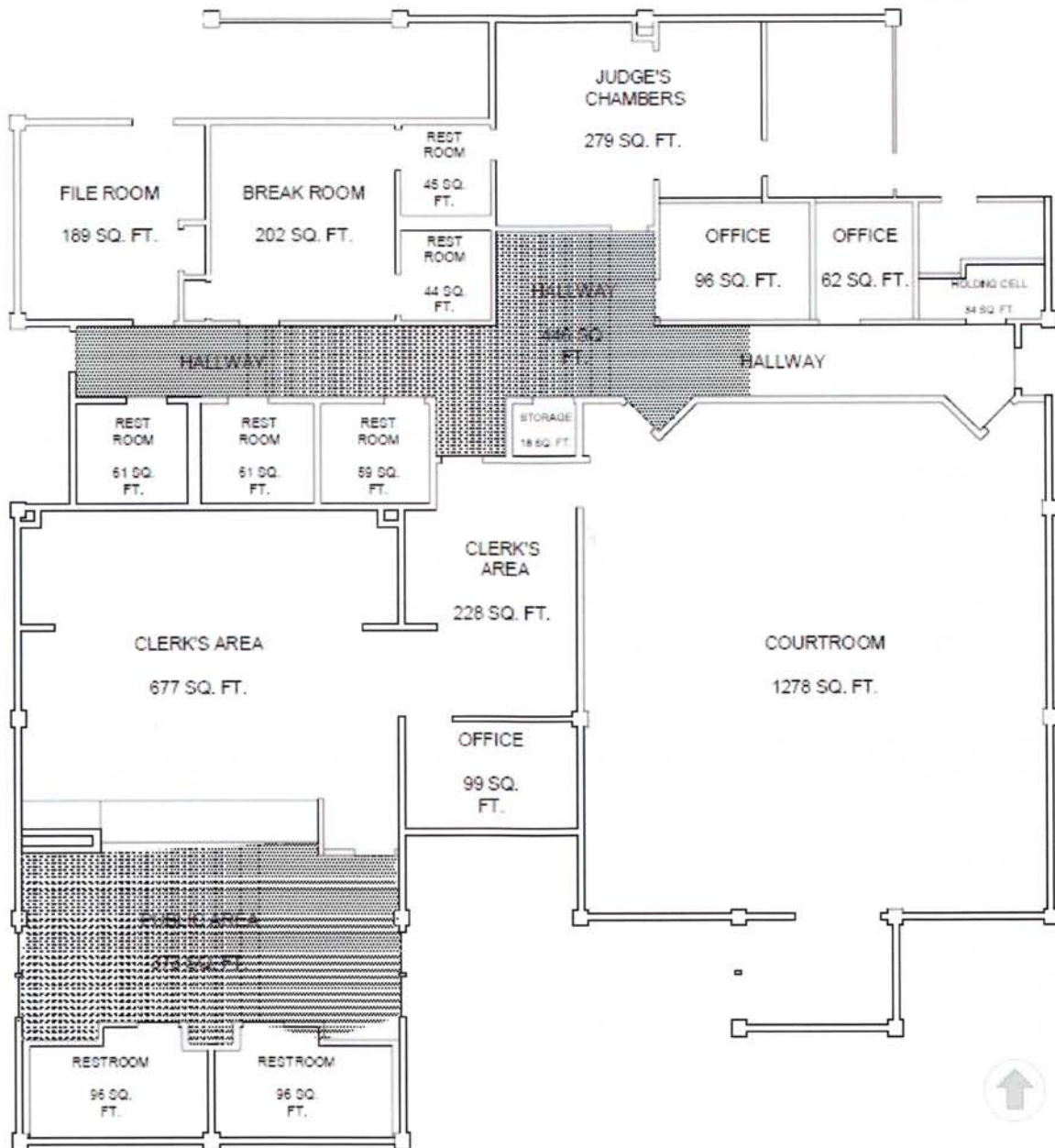
SUBJECT AERIAL VIEW



SUBJECT SITE PLAN



BUILDING PLAN



CLOVIS COURTHOUSE

4,980 SQ. FT.

BUILDING DESCRIPTION

The subject property was initially constructed in 1980 for use as a courthouse building. The subject property includes 5,287 square feet of gross building area on a single parcel consisting of 5,287 square feet.

The subject is demised into a public lobby area, courtroom, breakroom, jury assembly room, kitchen, mechanical room, multiple private offices, conference rooms, and restrooms. The space is improved with acoustic tile ceilings and gypsum board walls, brick walls, as well as a mix of laminate, carpeted, and tile flooring. The subject's exterior is improved with asphalt paved parking spaces and a courtyard area. Overall, the subject is in average overall condition and has an average level of appeal.

Based on the appraiser's observations of the subject property, as well as on conversations with the client, some of the improvements have some deferred maintenance throughout the property. The subject property has been vacant for approximately 10 years. Some deferred maintenance was noted on the interior of the subject including to the ceiling, gypsum board walls, flooring, as well as to the subject's furniture, fixtures, and equipment. This assumption assumes that the appraiser's estimations of the deferred maintenance are accurate and that any changes to this assumption may lead to alternate values applying. As a result of the subject's deferred maintenance, we have estimated that highest and best use of the property is to renovate the property. Our analysis of the property's highest and best use can be found later in the appraisal report.

CHARACTERISTICS

Stories	1	
Gross Building Area	5,287 sq. ft.	Source Inspection/ Site Plan
Net Rentable Area	5,287 sq. ft.	Source Inspection/ Site Plan
Number of Units	1	
Year Built	1980	
Overall Condition	Average	
Overall Quality	Average	

Marshall Valuation

Economic Life (yrs.)	50 year
Effective Age (yrs.)	20 year
Remaining Life (yrs.)	30 year
Depreciation	40.00%

STRUCTURAL DESCRIPTION

Foundation	Slab	Material	Concrete
Wall System	Concrete	Surface	Brick
Unrein. Masonry Building	N/A		
Roof System	Wood Beam	Surface	Built-up
Window System	Other	Glazing	Single Pane
Primary HVAC	Forced Air	Appears Adequate	No
Electrical Service	Appears Inadequate		

INTERIOR DESCRIPTION

Primary Flooring Surface	Carpet/Vinyl		
Secondary Flooring Surface	Tile/Concrete		
Interior Walls	Gypsum Board (Primary)	Finish	Paint
	Brick (Secondary)		
Primary Ceiling	Acoustic Tile		
Fire Sprinklers	No	Alarm System	No
Primary Lighting	Fluorescent		
ADA Compliant	Compliance survey not performed		
Overall Condition	Average		
Overall Quality	Average		
Functional Layout	Average		

SUBJECT PHOTOS



Exterior



Exterior



Exterior



Exterior



Street Scene 4th Street West



Street Scene 4th Street West

SUBJECT PHOTOS



Street Scene 5th Street East



Street Scene 5th Street West



Exterior



Parking Area



Interior

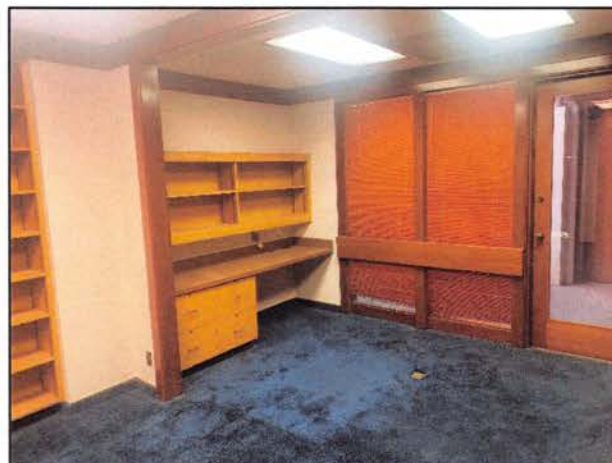


Interior

SUBJECT PHOTOS



Interior



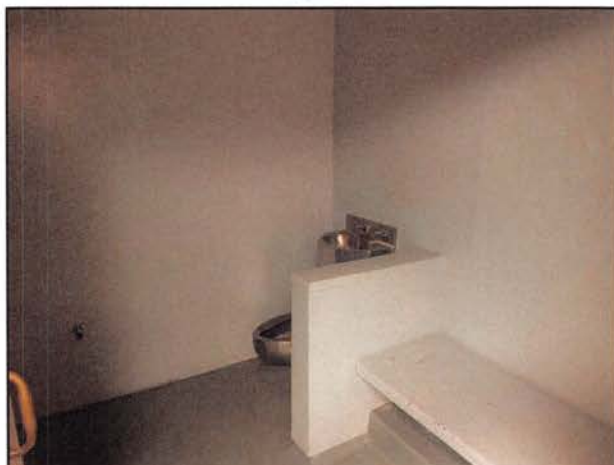
Interior



Interior



Interior



Interior

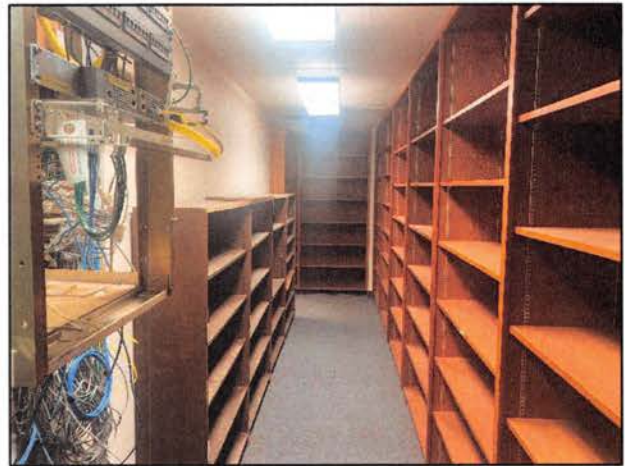


Interior

SUBJECT PHOTOS



Interior



Interior



Interior



Interior



Interior



Interior

HIGHEST & BEST USE AS VACANT**LEGALLY PERMISSIBLE**

Currently, the zoning for the subject property is P-F (Public Facilities). Permitted uses in the zoning district for P-F (Public Facilities) Zones are public uses such as Police Stations, Fire Stations, Public Libraries, Parks, among other public facilities uses. If the property were to be sold to the private sector there would likely be zoning change. We assume that a potential buyer will be from the private sector and be able to change the subject's zoning to M-U (Mixed Use) Zoning as that is the primary zoning within the area and a prospective buyer will want to develop the property similar to the current neighborhood needs build-out. Permitted uses in a M-U (Mixed Use) Zoning include various commercial and residential uses; based on our assumption the site will be suitable for commercial development.

PHYSICALLY POSSIBLE

The subject consists of a single parcel comprising 5,287 sq. ft., 0.12 acres. The topography is generally level with no apparent drainage or easement problems. No soil problems are presumed. All customary and usual utilities are available. The site has average access and average street visibility. The site is not limited by its physical characteristics, except for size.

FINANCIALLY FEASIBLE

The subject lies in the city of Clovis. Land uses around the subject include various commercial uses, and residential uses nearby on supporting streets. As noted in the Market Overview chapter, office vacancy rates in the subject's market area are relatively low. However, existing buildings are available at prices below replacement cost. Currently, speculative commercial development is not considered financially feasible given the economic climate.

MAXIMALLY PRODUCTIVE USE AND IDEAL IMPROVEMENT

It has been concluded in the previous sections that the subject site is constrained by its size, the zoning regulations that apply to the site, and the demand for commercial uses. Considering the subject's location, nearby uses, zoning, and current real estate marketplace, holding the land for future development would result in maximum productivity to site.

CONCLUSION

Holding the land for future development would be legally permissible, physically possible, financially feasible, and will result in the maximum productivity to the site. These uses therefore result in the highest and best use, as though vacant.

HIGHEST AND BEST USE AS IMPROVED

The subject property is currently improved with a Special Use – Courthouse Property. The purpose of the appraisal for the client's internal reporting purposes. Per the property contact, and noted during the property inspection, the subject has some deferred maintenance and is currently in fair condition overall; therefore, in determining the highest and best use of the subject property we have also considered the land value of the subject property. Under the current zoning rules office uses require a conditional use permit under PL zoning, the subject's permit has expired. However, it would likely be reinstated if requested. A potential buyer of the property could be another government entity such as the City of Clovis, as they utilize adjacent parcels for public use. Another potential buyer could also be a private buyer who would need to renovate the property. A private buyer would be the most likely scenario as there are more private buyers.

The highest and best use as improved considers two possible scenarios regarding the improvements and analyzes which of the two scenarios make the most sense. Our analysis determines what the most probable buyer of this improved site would do with the improvements.

The scenarios are:

1. Renovation of the existing improvements
2. Land value as potential redevelopment site

Both uses are physically possible based on the size, shape and location of the site; it is legally permissible for commercial use; it is financially feasible given the demand in the market for similar space.

Therefore, the highest and best use comes down to which one has the highest maximally productive use. The scenarios are discussed in the following pages.

LAND VALUE SCENARIO

The land value is estimated to be less than \$20 per square foot. However, for analysis we have utilized \$20 per square foot which is the highest value we could expect to see, it potentially could be lower.

The fee simple value of the land is calculated as follows:

$$5,287 \text{ Square Feet of Land} \times \$20 \text{ per Square Foot of Land} = \$105,740$$

(\$110,000 Rounded)

To estimate the As Is Fair Market Value of the property via the sales comparison approach for land value, demolition cost as vacant land is available within the market, and entrepreneurial profit.

A project such as the renovation of the subject requires time, effort, and risk. The market generally anticipates an entrepreneurial profit for such undertakings. Generally, the profit is proportional to the amount of risk incurred and the time and effort associated with completing the project. Given the scale of the subject's development, and current market conditions, developer's profit of 10% is considered appropriate. The chart on the following page illustrates the deductions from the Land value.

As Is Market Value				
Land Value with MU Zoning				\$110,000
Demolition Costs				
1011 5th Street	5,287	SF @ \$5.00	Per SF	\$26,435
				(\$26,435)
Zoning Change & Lot Split				
Lot Split				\$50,000
Zone Change				\$50,000
				(\$100,000)
Sub Total				(\$126,435)
Entrepreneurial Profit	10% of Subtotal			(\$12,644)
Total Redevelopment Costs				(\$139,079)
As Is Value				(\$29,079)
Rounded				(\$30,000)

HIGHEST AND BEST USE CONCLUSION

As noted in the two highest and best use scenarios above, the As Is Value of renovating the existing improvements is \$430,000 but the value of the land is negative due to the required demolition, zoning change, and lot split requirements.

Therefore, renovating the subject the subject is the highest and best use.

The Cost Approach adds land acquisition costs and building costs (direct and indirect), to arrive at a total replacement cost for the subject property. From this figure the applicable depreciation is subtracted to determine an As Is depreciated value. The Cost Approach is a good indicator of value when the subject property is new and accurate data exists on building costs. There must also be recent land sales in order to estimate the site value. However, the Cost Approach is subject to discrepancy in the assemblage of information required including: building costs, estimation of depreciation, and estimation of entrepreneurial incentive or profit. The Cost Approach was not developed due to: 1.) the older age of the subject property's improvements which makes depreciation estimates subjective; 2.) the renovation and repair over the years tends to skew depreciation estimates; 3.) there is a lack of available land sales in this market from which to determine a site value; and 4.) the fact that purchasers in this market rarely base their investment decision on the depreciated replacement cost of a property.

The Sales Comparison Approach involves direct comparisons of the property being appraised to similar properties that have sold in the same or a similar market in order to derive an estimate of value for the subject property. This approach is based on the principle of substitution and that an informed purchaser would not pay more for a property than the cost of acquiring another property with similar utility. This approach is applicable when an active market provides a sufficient quantity of comparable sales that can be verified from reliable sources. The Sales Comparison Approach was used in appraising the subject property since adequate data from comparable sales was available for analysis and the unit price ranges were sufficiently narrow to provide a reasonable value estimate for the subject property.

The Income Capitalization Approach is based on the principle of anticipation and is a procedure in appraisal analysis that converts anticipated benefits to be derived from the ownership of property into a present dollar value estimate. The Income Capitalization Approach is widely applied in appraising income-producing properties since they are typically purchased for investment purposes and the projected net income stream and capitalization rate are the critical factors determining market value via this approach. Given the income generating ability of the subject property, and its appeal to the investor market segment, the Income Capitalization Approach was performed.

SALES COMPARISON APPROACH (RENOVATION OF EXISTING IMPROVEMENTS)

The Sales Comparison Approach is based on the principle of substitution and the proposition that an informed purchaser would pay no more for a property than the cost of acquiring an alternate property with the same utility. The purpose of sales comparison approach is to discover what competitive properties have sold for recently on the local market and through an appropriate adjustment process, develop an indication of what they would have sold for if they had possessed all the basic and pertinent physical and economic characteristics of the as renovated condition of subject property. When comparable sales are truly competitive, the indications usually fall into a pattern clustering around a tight range. When appropriately correlated, the Sales Comparison Approach provides a realistic indication of the market value of the as renovated condition of the subject property.

The selected unit of comparison is *price per square foot of Gross Building Area (GBA)*. The comparables were obtained and researched using CoStar Comps Inc., LoopNet, MLS, Property Sciences Group (PSG) Data, and local real estate brokers. The comparables selected are considered to be the best available at the time of this report and are described in detail in the following pages.



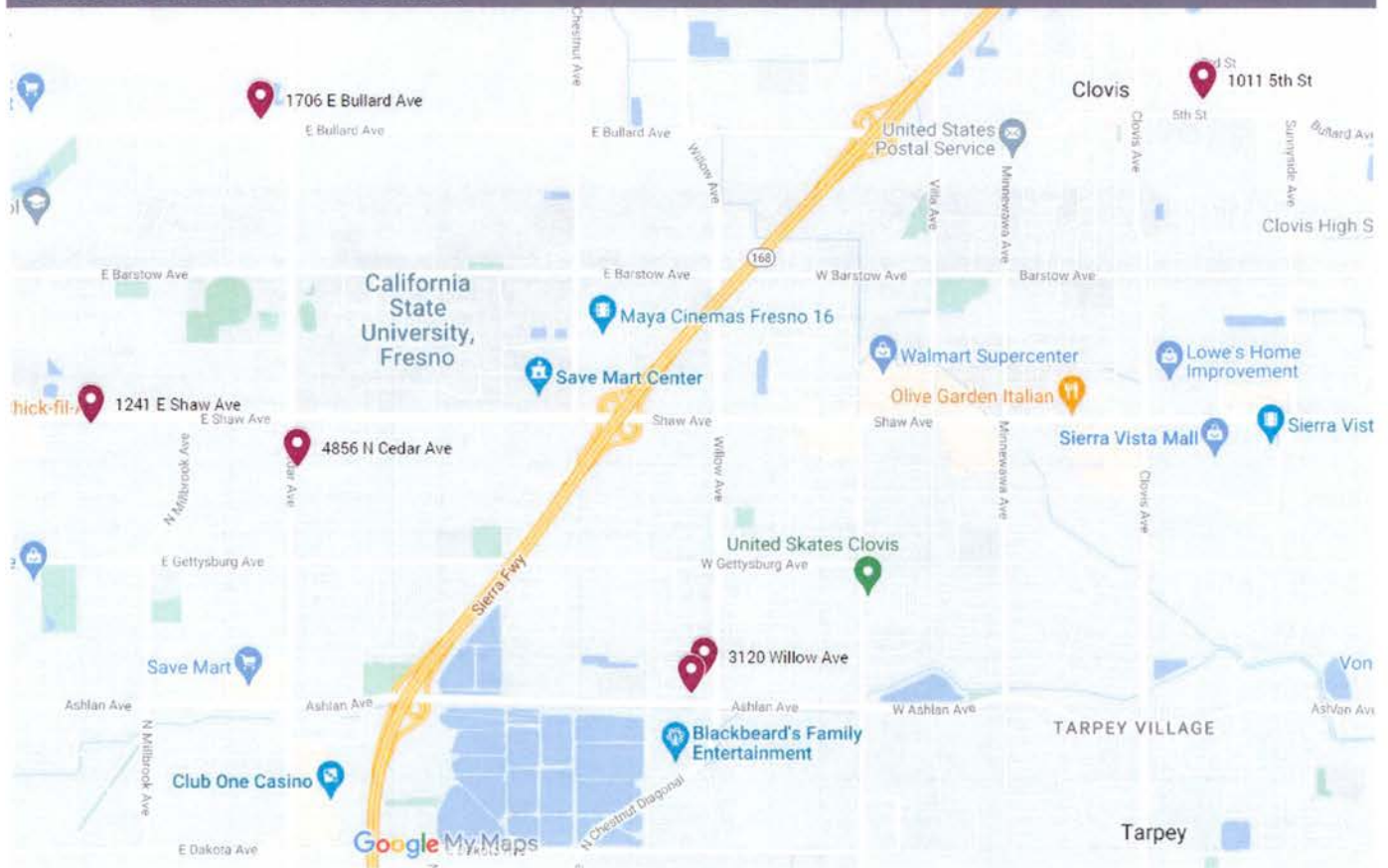
SALES COMPARISON APPROACH

1011 5th Street, Clovis, CA

COMPARABLE IMPROVED SALES										
ADDRESS	SUBJECT	COMPARABLE 1		COMPARABLE 2		COMPARABLE 3		COMPARABLE 4		COMPARABLE 5
CITY	1011 5th Street	1706 E. Bullard Ave		1241 E. Shaw Ave		3120 Willow Ave		4856 N Cedar Ave		875 W. Ashlan Ave
COUNTY	Clovis, CA	Fresno		Fresno		Clovis		Fresno		Clovis
APN	Fresno	Fresno		Fresno		Fresno		Fresno		Fresno
	492-040-13T (Portion)	409-403-16	ADJ.	427-071-09	ADJ.	430-493-32	ADJ.	430-100-60	ADJ.	430-493-61
VERIFICATION	Inspection/ Public Record Owner	CoStar/Public Records Broker-Jim Graham		CoStar/Public Records Broker-Robert Fena		CoStar/Public Records Broker- Michael Schuh		CoStar/Public Records Broker- Michael Schuh		CoStar/Public Records Broker-Steve Ronthell
DOCUMENT #	-	74564		27298		37542		170827		N/Ap
BUYER	-	Steven Lasalvia		Vahagn & Ani Bzouni		FS Capital LLC		Amendola Investments		N/Ap
SELLER	-	Clyde & Barbara Curry		Jamison Family Trust		Reban LLC		OE Local 3 FCU		Jon Kinsey
SALE PRICE	-	\$760,000		\$815,000		\$485,000		\$800,000		\$590,000
PRICE/SF BUILDING	-	\$142		\$159		\$103		\$132		\$133
PRICE/SF LAND	-	\$142		\$60		\$103		\$22		\$126
RIGHTS CONV'D	Fee Simple	Fee Simple		Fee Simple		Fee Simple		Fee Simple		Fee Simple
ADJ. SALE PRICE	-	\$760,000		\$815,000		\$485,000		\$800,000		\$590,000
FINANCING	-	Conventional		Conventional		Conventional		Conventional		Conventional
ADJ. SALE PRICE	-	\$760,000		\$815,000		\$485,000		\$800,000		\$590,000
COND. OF SALE	-	Market		Market		Market		Market		Market
CONCESSIONS	-	None Known		None Known		None Known		None Known		None Known
ADJ. SALE PRICE	-	\$760,000		\$815,000		\$485,000		\$800,000		\$590,000
DATE OF SALE	-	June 6, 2022		March 1, 2022		March 25, 2021	5%	November 30, 2020	10%	Active
MARKETING TIME	-	18+ Months		24+ Months		9 Months		18 Months		3 Months
ADJ. SALE PRICE	-	\$760,000		\$815,000		\$509,250		\$880,000		\$560,500
LOCATION	Average	Similar		Similar		Similar		Similar		Similar
PROX. TO SUBJECT	-	3.3 Mile W		4 Mile SW		2.7 Mile SW		3.4 Miles SE		2.7 Mile SW
SITE										
PARCEL (SQ. FT.)	5,287	5,357		13,504		4,696		36,590		4,688
PARCEL (ACRES)	0.12	0.12		0.31		0.11		0.84		0.11
ZONING	M-U	BP		CMX		CP		O		GO
UTILITIES	Connected	Similar		Similar		Similar		Similar		Similar
FRONTAGE/ VISIBILITY	Average	Similar		Superior	-5%	Similar		Similar		Similar
ACCESSIBILITY	Average	Similar		Similar		Similar		Similar		Similar
FAR	1.00	1.00		0.38	-10%	1.00		0.17	-10%	0.95
PARKING/1,000 SQ. FT.	1.13	7.47		3.90		3.83		5.95		Similar
BUILDING										
BUILD-OUT	Office	Office		Office		Office		Office		Office
OCCUPANCY	Vacant	Vacant		Vacant		Vacant		Vacant		Vacant
YEAR BUILT	1980	1972		1975		1986		1990		1982
GBA (SF)	5,287	5,357		5,132		4,696		6,048		4,448
CONDITION	Average	Similar		Similar		Similar		Similar		Similar
CONST. QUALITY	Average	Sup. (Medical)	-10%	Similar		Similar		Similar		Similar
APPEAL	Average	Similar		Similar		Similar		Similar		Similar
TOTAL NET ADJUSTMENT	-	-10.0%		-15.0%		5.0%		0.0%		-5.0%
ADJUSTED SALE PRICE	-	\$684,000		\$692,750		\$509,250		\$792,000		\$560,500
FINAL ADJ. PRICE / SF	-	\$128		\$135		\$108		\$131		\$126
CAPITALIZATION RATE	-	N/Av		N/Av		N/Av		N/Av		N/Av

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COMPARABLE SALES MAP





Sale 1 was a vacant medical office building purchased by an owner-user. The comparable is located in Fresno, which is considered a similar area compared to the subject. The listing agent confirmed the sale for \$760,000 on June 6, 2022 and no capitalization rate was reported as it was purchased by an owner-user.

The comparable has medical office buildout, which is considered more expensive due to the additional build-out needed, requiring a downward adjustment. The comparable is located in an office park and only owns the building's underlying land, which is similar to the subject.



Sale 2 is an owner-user occupied office building. The comparable is located in Fresno, which is considered a similar market. The listing agent confirmed the sale for \$815,000 on March 1, 2022 and a capitalization rate was not reported due to it being owner-user.

The comparable has visibility and frontage along Shaw Avenue, which is superior to the subject as it does not have visibility along a primary street. Therefore, a downward adjustment for visibility is required. The comparable also has a superior floor area ratio as the lot is also a part of ownership, which is superior to the subject being similar to an office park as it only owns the underlying land.



Sale 3 is an owner-user occupied office building. The comparable is located in Fresno, which is considered a similar market. The listing agent confirmed the sale for \$485,000 on March 25, 2021 and no capitalization rate was reported. The comparable sold over a year ago and an upward adjustment was made for date of sale as market conditions have improved since the transaction date.

The comparable is located in an office park and only owns the building's underlying land, which is similar to the subject.



Sale 4 is an owner-user occupied office building. The comparable is located in Fresno, which is considered a similar market. The listing agent confirmed the sale for \$800,000 on November 30, 2020 and a capitalization rate was not reported due to it being owner-user. The comparable sold nearly two years ago and an upward adjustment was made for date of sale as market conditions have improved since the transaction date.

The comparable also has a superior floor area ratio as the lot is also a part of ownership, which is superior to the subject being similar to an office park as it only owns the underlying land.



Listing 5 is a vacant office building. The comparable is located in Clovis. The listing agent confirmed the property is listed for \$590,000 and a capitalization rate was not reported. A downward adjustment is required for negotiation as properties typically sell below their asking price.

The comparable is located in an office park and only owns the building's underlying land, which is similar to the subject. No Additional adjustments are made.

ANALYSIS AND CONCLUSIONS

Our search for comparable properties having transferred since November 2020 yielded four closed sales and one active listing that were deemed similar to the As Renovated condition of the subject.

The unadjusted comparables ranged from \$103 to \$159 per square foot of gross building area, with an average of \$134 per square foot. Subsequent to adjustment, the range tightened to \$108 to \$135 per square foot of gross building area, with an average of \$126 per square foot. In our analysis, we given equal weight to all of the comparables.

Accordingly, we have selected a unit indicator at \$125 per square foot of building area. The value indication for the subject property by the Sales Comparison Approach is:

As Renovated Building Value Estimate
5,287 Square Feet x \$125/SF = \$660,875
\$660,000 (Rounded to nearest \$10,000)

AS IS FAIR MARKET VALUE

To estimate the As Is Fair Market Value of the property based on the renovation of the existing property scenario, we must deduct out the costs to renovate the property and entrepreneurial profit. The renovation costs include the cost to do minor renovation so that the property has typical office appeal. Much of the building will require minimal improvements and some of the property will require renovation of the interior improvements of the subject property. We have estimated that the tenant improvements will cost approximately \$20 per square foot or \$105,740. The renovation costs were based on conversations with brokers and developers who work in the subject's market area as well as the appraiser's experience appraising similar properties.

The proposed zoning for the subject property, M-U (Mixed Use) is consistent with the zoning in neighborhood of the subject property, and within the immediate vicinity of the subject property. Additionally, the subject will require a lot line adjustment as the subject is a portion of a larger parcel. Any change in zoning and a parcel split typically incurs costs associated with application & permitting fees, the costs associated with preparing building plans for the department of building and planning to review, as well as the costs associated with the time needed to wait for a change in zoning and splitting the parcel. The renovation, zoning change, and parcel split costs were based on conversations with brokers and developers who work in the subject's market area as well as the appraiser's experience appraising similar properties. We have estimated that cost to be \$100,000.

A project such as the renovation of the subject requires time, effort, and risk. The market generally anticipates an entrepreneurial profit for such undertakings. Generally, the profit is proportional to the amount of risk incurred and the time and effort associated with completing the project. Given the scale of the subject's projected renovation, and current market conditions, developer's profit of 10% is considered appropriate. The chart on the following page illustrates the deductions from the As Renovated value.

As Is Market Value			
As Renovated Value			\$660,000
Renovation Cost			
1011 5th Street	5,287 SF @ \$20.00 Per SF	\$105,740	
			(\$105,740)
Zoning Change & Lot Split			
Lot Split		\$50,000	
Zone Change		\$50,000	
			(\$100,000)
Sub Total			(\$205,740)
Entrepreneurial Profit	10% of Subtotal		(\$20,574)
Total Redevelopment Costs			(\$226,314)
As Is Value			\$433,686
			Rounded \$430,000

Accordingly, the As Is Fair Market Value of the subject property's Fee Simple Estate for the value of the property in the as renovated scenario, as derived by the **Sales Comparison Approach**, as of August 8, 2022 is:

THE AS IS SALES COMPARISON APPROACH

Four Hundred Thirty Thousand Dollars

(\$430,000)

INCOME CAPITALIZATION APPROACH

The Income Capitalization Approach is based on the principle of anticipation and is a procedure in appraisal analysis that converts anticipated benefits to be derived from the ownership of property into a present dollar value estimate. The Income Capitalization Approach is widely applied in appraising income-producing properties since they are typically purchased for investment purposes and the projected net income stream and capitalization rate are the critical factors determining market value via this approach. Given the income generating ability of the subject property, and its appeal to the investor market segment, the Income Capitalization Approach was performed.

There is a relationship between the trading of a sum of present dollars for the right to a stream of future dollars and the connecting link is the process of capitalization. The two common valuation techniques associated with the income approach are direct capitalization and yield capitalization (discounted cash flow analysis).

Direct Capitalization: This method is utilized to convert a single year's estimate of income into a value indication. In direct capitalization a precise allocation between return on and return of capital is not made because investor assumptions or forecasts concerning the holding period, pattern of income, or changes in value of the original investment are not simulated in the method. Direct capitalization is most appropriate when analyzing a stable income stream. Using this method involves the following steps:

1. Estimate Annual Potential Gross Income (PGI)
2. Estimate Vacancy/Collection Loss and Derive Effective Gross Income (EGI)
3. Estimate Operating Expenses and Derive Net Operating Income (NOI)
4. Extract Appropriate Capitalization Rates from Market and Surveys
5. Convert NOI Estimate into Property Value Estimate
6. Deduct Lease-up Costs and Rents Loss, if any, to Derive As is Market Value

Direct Capitalization is the most appropriate technique to analyze the subject property based on stabilized income and expenses. We assume that the subject will have proper and competent management that will maintain market rents and utilize typical expenses. For the subject's analysis we will complete a direct capitalization analysis.

Lease Review The subject is currently 100% vacant. Therefore, market rent will be utilized for analysis. Below is the summarized Reconstructed Rent Roll.

Reconstructed Rent Roll							
Unit	Sq Ft (Rentable)	Pro-Rata %	Expense Projection	Contract Rent Monthly (MG)		Projected Rent Monthly	
				\$/Total	\$/PSF	\$/Total	\$/PSF
Ground Floor	5,888	100.0%	MG	\$0	\$0.00	\$6,771	\$1.15
Total	5,888	100.0%		\$0	\$0.00	\$6,771	\$1.15
	Sq.Ft.	%	Contract		Projected		
Total Occupied	5,888	100.0%					
Total Vacant	0	0.0%	Monthly Income	\$0	\$0.00	\$6,771	\$1.15
Total Net Rentable	5,888	100.0%	Annual Income	\$0	\$0.00	\$81,254	\$13.80

Comparable Rental Properties In order to determine the subject property's market rents, a survey of recent leases for office properties was conducted. The rents are summarized in the table on the following pages and a discussion of the comparables. Additionally, location maps and photos are located in the addenda.

Comparable Office - Rentals Summary									
	SUBJECT	RENTAL 1	RENTAL 2	RENTAL 3	RENTAL 4				
Address	1011 5th Street Clovis, CA	5110 E. Clinton Way Fresno	5271 N. 1st St Fresno	4969 E. Clinton Way #113 Fresno	2750 N. Clovis Ave #126 Fresno				
Proximity to Subject	-	4.1 Miles SW	4.3 Miles SW	4.0 Miles SW	3.5 Miles S				
Type/Use	Office	Office	Office	Office	Office				
Rent									
Rent/SF/Year	-	\$1.30	\$1.15	\$1.45	\$0.80				
Start Date	-	Sep-22	Aug-22	Mar-22	Dec-21				
Term/Months	-	60.0	60.0	60.0	60.0				
Free Rent/Months	-	0.0	0.0	0.0	0.0				
Adjusted Rent	-	\$1.30	\$1.15	\$1.45	\$0.80				
			Adj.		Adj.		Adj.		Adj.
Market Conditions									
General Market	-	Similar		Similar		Similar		Similar	
Closed/Active/Pending	-	Closed		Closed		Closed		Closed	5%
Physical Characteristics									
Location	Average	Similar		Similar		Similar		Similar	
Floor Area Ratio	1.00	0.44		0.41		0.30		0.40	
Frontage/Visibility	Average	Similar		Similar		Similar		Similar	
Age/Condition	1980	1974		1992		1970	-5%	1975	10%
Quality	Average	Similar		Similar		Similar		Similar	
Design/Appeal	Average	Superior	-10%	Similar		Similar		Inferior	10%
Parking	1.13	Similar		Similar		Similar		Similar	
Office Build-out									
Rentable Area (SF)	5,287	5,148		4,000		3,313	-5%	6,014	
Economic Characteristics									
Expense Basis	MG	MG		MG		MG		MG	
Tenant Improvements/SF	-	\$0		\$0		\$0		\$0	
Escalations	-	CPI		CPI		CPI		CPI	
Total Adjustments	-		-10%		0%		-10%		25%
Adjusted Rent/PSF	-	\$1.17		\$1.15		\$1.31		\$1.00	

Conclusion of Rents The adjusted rental comparable leases ranged from \$0.80 to \$1.45 per square foot, per month on modified gross expense terms where the owner is responsible for all expenses including management and reserves, with an average of \$1.16. **Comparable 1** was adjusted for having superior appeal. **Comparable 2** was not adjusted. **Comparable 3** was adjusted for being in superior condition and economies of scale. **Comparable 4** was adjusted for date of the closed lease date as market conditions have improved, being in inferior condition and having inferior appeal. All of the rental comparables were similar properties and have been adjusted to reflect their different characteristics such as market conditions at start of lease, location, condition and size. Based on the comparables we have estimated market rent to be \$1.15 per square foot on a modified gross basis.

COMPARABLE OFFICE RENTAL PHOTOS



Rental # 1



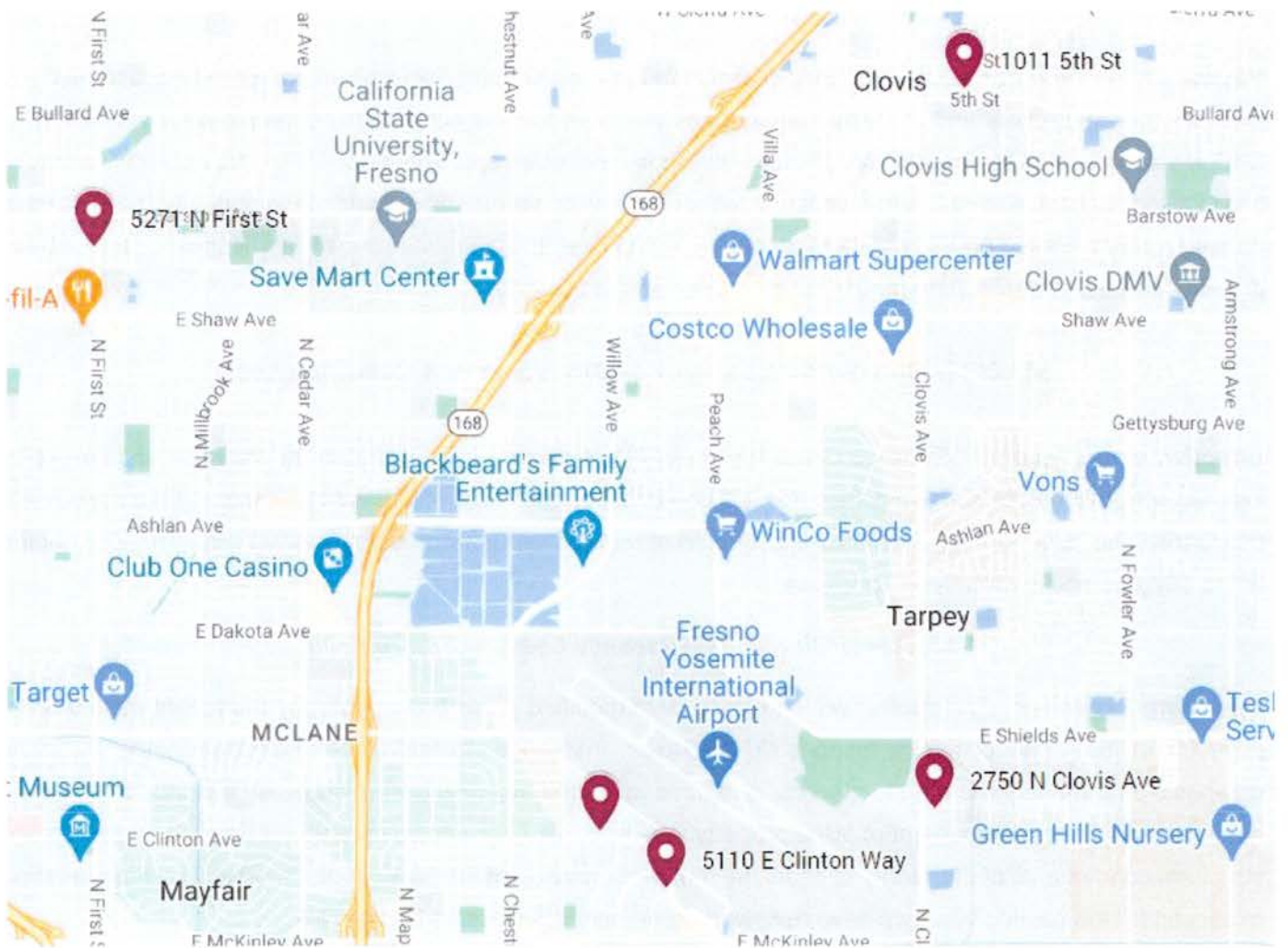
Rental # 2



Rental # 3



Rental #4



Potential Gross Income Potential Gross Income (PGI) is the total income a property can generate based on its lease income and reimbursements. We have projected rents based on their market rates.

Rental Income As seen in the reconstructed rent roll, the subject property's forecasted potential monthly income is \$6,771.20 per month. This equates to \$60,058 per year as seen in the following calculation:

$$\text{\$6,771.20 Monthly Rental Income} \times 12 \text{ Months} = \text{\$81,254 Rental income}$$

Reimbursement The subject will not receive recoveries. The total amount of recoveries annually is \$0.

\$0 Reimbursement

After applying the subject's rental income and adding the stabilized operating expense reimbursements, the subject's projected PGI is \$81,254 annually, as shown:

$$\text{\$81,254 Rental Income} + \text{\$0 Reimbursements} = \text{\$81,254 PGI}$$

Vacancy and Collection Loss Vacancy information is based on data gathered on comparable properties and discussions with brokers and property managers familiar with the subject property's market area. According to CoStar vacancy rates for Fresno Market office buildings have been approximately 7.3% (The subject is a part of this market). CoStar also reported a vacancy rate of 1.1% within a ten-mile radius of the subject. The subject is partially vacant. Based on the above information, we believe that a stabilized market vacancy for the subject property at 6.0% is appropriate for the subject, calculated as follows.

$$\$81,254 \text{ (PGI)} \times 6.0\% \text{ (Vacancy)} = \$4,875 \text{ (Vacancy \& Collection Loss)}$$

Effective Gross Income Effective Gross Income (EGI) is derived by subtracting the vacancy and collection loss factor from the Potential Gross Income. It is noted that our estimate of EGI is slightly higher than the buyer's pro-forma. This is due to our estimate utilizing market rent for the unit with below market rent. The EGI comes out to \$57,055 and is calculated as follows:

$$\$81,254 \text{ (PGI)} - \$4,875 \text{ (Vacancy Loss)} = \$76,379 \text{ (EGI)}$$

Operating Expenses The subject will be leased on a modified gross basis, whereby the tenant pays directly pays for utilities. The owner is responsible for taxes, insurance, maintenance. Additionally, the owner is responsible for management and reserves. We have assumed any new owner will be an investor, and will not handle the day-to-day management of the property. We have also assumed a reserve will be put aside to replace structural components of the facility such as the roof and repaving of the parking lot. In projecting the operating expenses for the coming year, we have reviewed proprietary data retained in our files.

Property Tax Expense The subject's property tax expense is based on the subject's appraised value from the Income Capitalization Approach multiplied by the local tax rate plus special assessments. The expense is not recovered.

Insurance Historical insurance expenses were not provided. A market standard for single-tenant office buildings is typically between \$0.20 per square foot to \$1.00 per square foot. We have projected an insurance expense of \$0.35 per GBA square foot due to the larger building size. The expense is not recovered.

Repairs & Maintenance This category incorporates expenses incurred to maintain building and site improvements in a workable, average condition so that economic rents can be achieved. Items such as HVAC equipment repair and maintenance, exterior maintenance of the subject, and other miscellaneous contract services represent some of the more common expenditures in this category. Historical expenses were not provided. Market standards for office buildings are typically between \$0.25 per square foot to \$2.50 per square

foot. Based on market data and the condition of the building, we have projected the repairs and maintenance expense to be \$1.50 per GBA square foot. The expense is not recovered.

Management Fee Professional management fees usually includes the costs for bookkeeping, legal services, clerical help, postage, telephone, and advertising. A market standard for multi-tenant office buildings is typically between 2% of EGI to 7% EGI. We believe a management expense of 4% of EGI is appropriate for the subject. The expense is not recovered.

Reserves This category incorporates the replacement of the major structural components of a building such as the replacement of a roof or the repaving of the parking lot. We have utilized a higher than typical rate, due to the location, climate, and relatively high construction cost in the area. A market standard for office buildings is typically between \$0.10 per square foot to \$0.50 per square foot. Given the condition of the property, an annual reserve allowance of \$0.20 per GBA square foot per year is considered appropriate.

Our total expense estimate of \$23,926 is equivalent to approximately \$4.06 per square foot of gross building area, per year, or 31.3% of EGI.

Net Operating Income Net Operating Income (NOI) is derived by subtracting the operating expenses from the EGI and is calculated as follows:

$$\text{\$76,379 EGI} - \text{\$23,926 Total Expenses} = \text{\$52,453 NOI}$$

PRO FORMA INCOME AND EXPENSE STATEMENT						
		PSG-Data	Appraisers' Stabilized Projection			
Gross Building Area (SF)	5,888					
Rentable Area (SF)	5,888					
Rental Income			\$81,254	\$13.80		
Total Reimbursements			\$0	\$0.00		
Potential Gross Income			\$81,254	\$13.80		
Vacancy/Collection Loss	6.0%		(\$4,875)	(\$0.83)		
Effective Gross Income			\$76,379	\$12.97		
Expenses			Expenses	\$/SF	% of EGI	Recoveries
Property Taxes	Tax Rate + S.A.		\$8,801	\$1.49	11.5%	0%
Property Insurance	\$0.20 - \$1.00/SF/Year		\$2,061	\$0.35	2.7%	0%
Repairs & Maintenance	\$0.25 - \$2.50/SF/Year		\$8,832	\$1.50	11.6%	0%
Management Costs	2% - 7% of EGI		\$3,055	\$0.52	4.0%	0%
Reserves	\$0.10 - \$0.30/SF/Year		\$1,178	\$0.20	1.5%	0%
Total Expenses			\$23,926	\$4.06	31.3%	\$0
Net Operating Income			\$52,453	\$8.91	68.7%	

Direct Capitalization In order to derive a value indication for the subject, the net operating income must be converted through the process of direct or yield capitalization. Direct capitalization is utilized in this appraisal because there are relatively few tenants and the income stream is stable. Direct capitalization is described as:

A method used to convert an estimate of single year's income expectancy into an indication of value in one direct step, either by dividing the income estimate by an appropriate rate or by multiplying the income estimate by an appropriate factor. A capitalization technique that employs capitalization rates and multipliers extracted from sales. Only the first year's income is considered. Yield and value change are implied, but not identified.

There are several methods for deriving an overall capitalization rate for direct capitalization: derivation from comparable sales, investor surveys, debt service coverage ratio and the band of investment. For purposes of this valuation, rates from comparable sales, investor surveys, and debt service coverage ratio were analyzed.

Comparable Sale Survey In active markets, an appropriate overall capitalization rate can be derived from market transactions. We have utilized sales used in the Sales Comparison Approach section for analysis. In addition, we have included sales of other sales in the market area. This source reflects a range of overall capitalization rates ranging from 4.50% to 11.57% and average 6.89%.

Capitalization Rates From Sales								
Property Address	City	Use	Sale Date	Square Feet	Sale Price	Price Per SF	Basis	Cap Rate
7489 N 1st St	Fresno	Office	Jun-22	6,731	\$2,450,000	\$364	Actual	6.06%
1920 W. Princeton Ave	Visalia	Office	Jun-22	8,000	\$900,000	\$113	Actual	7.26%
1706 E. Bullard Ave	Fresno	Office	Jun-22	5,357	\$760,000	\$142	Actual	6.11%
500 S. Chinoweth Rd	Visalia	Office	Mar-22	8,326	\$3,000,000	\$360	Actual	5.86%
530 Kings Country Dr	Hanford	Office	Jan-22	13,765	\$2,900,000	\$211	Actual	7.90%
3447 S. Demaree St	Visalia	Office	Jan-22	3,848	\$950,000	\$247	Actual	6.95%
2439 W. Whitendale Ave	Visalia	Office	Dec-21	7,500	\$1,200,000	\$160	Actual	6.60%
1255 W. Shaw	Fresno	Office	Dec-21	6,917	\$815,000	\$118	Actual	7.36%
4679 W Spruce Ave	Fresno	Office	Nov-21	12,800	\$7,191,667	\$562	Actual	4.50%
1543-1581 W. Shaw Ave	Fresno	Office	Oct-21	11,016	\$1,375,000	\$125	Actual	7.03%
119 N. Akers St	Visalia	Office	Jul-21	5,340	\$1,250,000	\$234	Actual	6.90%
7580 N. Ingram Ave	Fresno	Office	Jul-21	17,330	\$3,700,000	\$214	Actual	6.22%
1899 N. Helm Ave	Fresno	Office	Jun-21	16,012	\$6,987,500	\$436	Actual	5.70%
7789 N. Ingram Ave	Fresno	Office	Jun-21	9,184	\$3,350,000	\$365	Actual	6.27%
341-345 Trinity Ave	Chowchilla	Office	Jan-21	10,328	\$1,375,000	\$133	Actual	7.03%
621 W. Fallbrook Ave	Fresno	Office	Jan-21	8,472	\$2,850,000	\$336	Actual	5.99%
6183 N. Fresno St	Fresno	Office	Jan-21	4,800	\$850,000	\$177	Actual	8.87%
5528 N Palm Ave	Fresno	Office	Jan-21	10,598	\$800,000	\$75	Actual	11.57%
6256 N 1st St	Fresno	Office	Active	3,900	\$545,000	\$140	Actual	7.82%

Source: Costar 50 mile radius

Conclusion of Overall Capitalization Rate The comparable sales indicate a range of overall capitalization rates ranging from 4.50% to 11.57% and average 6.89%. Furthermore, our survey of local brokers and recently closed investor sales in the subject's market area reveal an average range from approximately 6.50% to 9.00% with an indicator for our subject around 7.00% to 8.00% based on a comparison of its characteristics.

Typically, capitalization rates are higher for properties with shorter lease terms. However, there are many other factors involved such as location, condition of the building, and credit risk of the tenant. The subject is located in Clovis, which has similar desirability when compared to the majority of the comparables, indicating a rate near the average capitalization rate. The comparable is located in the primary office area in the city of Clovis, indicating a capitalization rate below the average. The tenant quality is considered similar to comparables, indicating an average capitalization rate. However, the subject is utilizing market rental rates which limits the upside. The comparables provided all were based on actual income. Therefore, a capitalization rate near the average would be appropriate.

Based on the analyses above, and the location and condition of the subject property we have utilized a capitalization rate near the range due of the comparable. A capitalization rate of 7.25% is considered appropriate for application to the subject property.

Reconstructed Operating Statement	
Potential Gross Income	\$81,254
Less: Vacancy/Collection Allowances	(\$4,875)
Effective Gross Income	\$76,379
Less: Operating Expenses	(\$23,926)
Net Operating Income	\$52,453
Capitalization Rate	7.25%
Direct Capitalization Value	\$723,490
Rounded to the nearest \$10,000	\$720,000

AS IS FAIR MARKET VALUE

To estimate the As Is Fair Market Value of the property based on the renovation of the existing property scenario, we must deduct out the costs to renovate the property and entrepreneurial profit. The renovation costs include the cost to do minor renovation so that the property has typical office appeal. Much of the building will require minimal improvements and some of the property will require renovation of the interior improvements of the subject property. We have estimated that the tenant improvements will cost approximately \$20 per square foot or \$105,740. The renovation costs were based on conversations with brokers and developers who work in the subject's market area as well as the appraiser's experience appraising similar properties.

The proposed zoning for the subject property, M-U (Mixed Use) is consistent with the zoning in neighborhood of the subject property, and within the immediate vicinity of the subject property. Additionally, the subject will require a lot line adjustment as the subject is a portion of a larger parcel. Any change in zoning and a parcel split typically incurs costs associated with application & permitting fees, the costs associated with preparing building plans for the department of building and planning to review, as well as the costs associated with the time needed to wait for a change in zoning and splitting the parcel. The renovation, zoning change, and parcel split costs were based on conversations with brokers and developers who work in the subject's market area as well as the appraiser's experience appraising similar properties. We have estimated that cost to be \$100,000.

A project such as the renovation of the subject requires time, effort, and risk. The market generally anticipates an entrepreneurial profit for such undertakings. Generally, the profit is proportional to the amount of risk incurred and the time and effort associated with completing the project. Given the scale of the subject's projected renovation, and current market conditions, developer's profit of 10% is considered appropriate. The chart on the following page illustrates the deductions from the As Renovated value.

As Is Market Value				
As Renovated Value				\$720,000
Renovation Cost				
1011 5th Street	5,287	SF @ \$20.00	Per SF	\$105,740
				(\$105,740)
Zoning Change & Lot Split				
Lot Split				\$50,000
Zone Change				\$50,000
				(\$100,000)
Sub Total				(\$205,740)
Entrepreneurial Profit	10% of Subtotal			(\$20,574)
Total Redevelopment Costs				(\$226,314)
As Is Value				\$493,686
				Rounded \$490,000

Accordingly, the As Is Fair Market Value of the subject property's Fee Simple Estate for the value of the property in the as renovated scenario, as derived by the **Income Capitalization Approach**, as of August 8, 2022 is:

THE AS IS INCOME CAPITALIZATION APPROACH

Four Hundred Ninety Thousand Dollars

(\$490,000)

RECONCILIATION AND CONCLUSION

APPROACHES TO VALUE	VALUE INDICATOR
<u>As Is Fair Market Values</u>	
Cost Approach	N/Ap.
Sales Comparison Approach	\$430,000
Income Capitalization Approach	\$490,000
Reconciled As Is Fair Market Value	\$450,000

The Cost Approach was not developed due to the older age of the improvements and the fact that typical buyers in the market seldom base their purchase decisions on a replacement cost new, less depreciation, plus land value basis.

The Sales Comparison Approach is usually considered a good indication of value for most property types and represents the real estate value of the subject property. The Sales Comparison Approach included four closed sales and one active listing. The adjusted price per square foot indicators ranged from a low of \$108 to a high of \$135. Upon review and a comparison between the subject and the comparable properties, a price per square foot of \$125 was considered to be appropriate for application to the subject. The Sales Comparison Approach provides support for the final value conclusion. The subject is an owner-user and not an investor. Therefore, primary weight was given to sales comparison approach.

The income generating ability of the subject is pertinent and is best reflected in the Income Capitalization Approach. This approach used market and contract rental rates, a market derived vacancy and collection loss allowance, stabilized operating expenses, and a market derived capitalization rate in order to develop an opinion of value for the subject property. The owner does occupy the subject and the subject has minimal investor appeal. Therefore, secondary weight was given to the income approach.

“Fair Market Value” The fair market value of the property is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

As a result of our study and investigation, we conclude that the As Is Fair Market Value of the subject property's Fee Simple Estate, as of August 8, 2022 predicated upon an exposure time of up to twelve months and subject to the *Assumptions and Limiting Conditions* included in the appraisal, was:

AS IS FAIR MARKET VALUE

Four Hundred Fifty Thousand Dollars
(\$450,000)

INSURABLE REPLACEMENT COST

At the request of the client, an insurable replacement cost estimate is provided. Insurable Replacement Cost is defined as:

The current replacement cost of building structures only, including existing tenant improvements. The estimate of Insurable Replacement Cost should include allowances for repair, engineering and design fees, building permit fees, as well as contractor's overhead and profit. It will not include: (1) costs associated with land acquisition and development; (2) professional fees not directly related to repairs; (3) taxes; (4) financing costs; (5) property owner's overhead and profit; (6) loss of income during repairs; (7) loss of personal property not necessary to the operation, management or marketing of the project; and (8) any/all other costs not relevant to the repair of the insured damages.

The estimated cost new of improvements is based on current prices of labor and materials to either reproduce the improvements or to replace the improvements with equally desirable facilities with similar utility.

In estimating the replacement cost new of the subject improvements, *Marshall Valuation Service* figures for construction of a similar building were used. Costs developed reflect the final cost to the owner and include typical costs of:

1. Professional fees such as average architect's & engineer's fees, landscape design, etc.
2. Plans, plan checking and estimated average permit fees.
3. Normal construction loan fees and interest during typical course of construction.
4. Materials, sales tax on materials, and labor costs are included.
5. Utilities from the lot line to the structure for typical setbacks.
6. Contractor overhead and profit, including on-site supervision, workmen's compensation, fire & liability insurance, unemployment insurance, equipment, temporary facilities, security, etc. are included. It is noted that the developer/entrepreneurial profit is not included.
7. Costs of typical site preparation, including foundation excavation and backfill.

The costs reflect the current replacement cost of fully finished buildings, including engineering and design fees; permit fees; contractor's overhead and profit, and all tenant improvements.

The costs do not include costs associated with land acquisition and development; professional fees not directly related to repairs, taxes, financing costs, owner's overhead and profit; loss of income during repairs, chattels not included above; and all other costs not relevant to the repair of insured damages.

NOTE: The Insurable Replacement Cost provided should be considered a preliminary estimate. The appraisers are not licensed contractors or professional insurance underwriters. The estimate provided is based on published guidelines for general property types and not specific to the subject property. For a complete and accurate account of the cost to replace the existing improvements, we recommend that a licensed contractor or insurance company be contacted to estimate the current construction costs.

INSURABLE REPLACEMENT COST ESTIMATE

PROPERTY: Courthouse/Office Building
 LOCATION: 1011 5th St., Clovis, CA
 PROPERTY DESCRIPTION: Average Class C, Governmental Buildings (November 2021)
 Section 15, Page 30

INSURABLE REPLACEMENT COST CALCULATIONS:

Building #	1		
Building Size (SF):	5,287		
Structure Class:	C		
Marshall Valuation	Sec 15; Pg 30		
Service Reference:	Nov-21		
(or source referenced)			
Base Cost PSF/Per Unit:	\$189.00		
Plus (PSF)			
Sprinklers>	\$5.47		
>			
>			
>			
Subtotal:	\$194.47		
<u>Multipliers</u>			
Number of Stories:	1.000		
Height Per Story:	1.000		
Perimeter:	1.000		
Current:	1.110		
Local:	1.260		
Adjusted Cost PSF:	\$271.99		
Estimated Insurable			
Replacement Cost:	\$1,437,989		
TOTAL: (Rounded)	\$1,440,000		

Insurable Replacement Costs (IRC) are the current replacement cost of EACH INDIVIDUAL structure, either as proposed in plans and specifications or as existing when physically inspected. Only PERSONAL PROPERTY necessary to the operation, management or marketing of the property is included.

IRCs INCLUDE: repair engineering and design fees; permit fees; and contractor's overhead and profit.

IRCs EXCLUDE: costs associated with land acquisition and development; professional fees not directly related to repairs; taxes, financing costs, owner's overhead and profit; loss of income during repairs, chattels not included above; and , all other costs not relevant to the repair of insured damages.

DIRECTIONS:

1. Each individual, unattached structure being appraised requires a separate IRC estimate.
2. Shaded areas of the IRC document automatically calculate.
3. Use additional IRC forms should the number of buildings exceed the columns available.

ADDENDA

Assumptions and Limiting Conditions
Professional Qualifications
Client's Engagement Letter

ASSUMPTIONS AND LIMITING CONDITIONS

ASSUMPTIONS AND LIMITING CONDITIONS

BY THIS NOTICE, ALL PERSONS AND FIRMS REVIEWING, UTILIZING OR RELYING UPON THIS REPORT IN ANY MANNER, BIND THEMSELVES TO ACCEPT THESE ASSUMPTIONS AND LIMITING CONDITIONS. Do not use this report if you do not so accept. These conditions are a part of the appraisal report; they are a preface to any value conclusion, certification, definition, fact or analysis. This appraisal report is an economic study to estimate value as defined herein. It is not a geotechnical, engineering, construction, legal or architectural study nor survey, and expertise in these areas, among others, is not implied.

1. LIMIT OF LIABILITY:

The liability of the Appraisers, The Property Sciences Group Inc. and employees and affiliated independent contractors is limited to the client only (client indicated on cover page of report) and to the fee actually received by the Appraisers (total per appraisal). Further, there is no accountability, obligation, nor liability to any third party. A third party is defined as anyone other than the client indicated on the cover page. If, however, this report is placed in the hands of anyone other than client, the client shall make such party aware of all assumptions and limiting conditions of the assignment and related discussions. The Appraisers are in no way to be responsible for any costs incurred to discover or correct deficiencies of any type present in the property; physically, financially, and/or legally. In the case of limited partnerships or syndication offerings or stock offerings in real estate, client agrees that in case of lawsuit (brought by lender, partner or part owner in any form of ownership, tenant, or any other party), any and all awards, settlements of any type in such suit, regardless of outcome, client will hold Appraisers completely harmless in any such action.

2. COPYRIGHT, PUBLICATION, DISTRIBUTION, USE OF REPORT:

This report is Copyrighted© and reproduction of this document (any part thereof or in its entirety) without the authorization from The Property Sciences Group Inc. is expressly prohibited.

Possession of this report or any copy thereof does not carry with it the right of publication, nor may it be used for other than its intended use; the physical report(s) remain the property of the Appraisers for the use of the client, the fee being for the analytical services only.

The Bylaws and Regulations of the Appraisal Institute require each Member and Candidate to control the use and distribution of each appraisal report signed by such Member or Candidate; except as hereinafter provided, the client may not distribute copies of this appraisal to any third party. This report may not be released to any third party without the authorization of The Property Sciences Group Inc. Any unauthorized release will render the appraisal to be invalid. Neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations, news, sales or other media for public communication without the prior written consent of the Appraisers. (See last item in following list for client agreement/consent.)

3. CONFIDENTIALITY:

This appraisal is to be used only in its entirety and no part is to be used without the whole report. All conclusions and opinions concerning the analysis set forth in the report were prepared by the Appraisers whose signatures appear on the appraisal report, unless indicated as "Review Appraiser." No change of any item in the report shall be made by anyone other than the Appraisers and/or officer of The Property Sciences Group Inc. The Appraisers and The Property Sciences Group Inc. shall have no responsibility if any such unauthorized change is made.

The Appraisers may not divulge the material (evaluation) contents of the report, analytical findings or conclusions, or give a copy of the report to anyone other than the client or his/her designee as specified in writing except as may be required by the Appraisal Institute for standards or ethics enforcement, or by a court of law or body with the power of subpoena.

4. TRADE SECRETS:

This appraisal was obtained from The Property Sciences Group Inc. or related companies and/or its individuals or related independent contractors and consists of "trade secrets and commercial or financial information" which is privileged and confidential and exempted from disclosure under 5 U.S.C. 552 (b) (4). Notify the Appraisers signing the report or officers of The Property Sciences Group Inc. of any request to reproduce this appraisal in whole or part.

5. INFORMATION USED:

No responsibility is assumed for accuracy of information furnished by work of or work by others, the client, his/her designee, or public records. This information includes, but is not limited to, numerical street address, lot and block numbers, Assessors Parcel Numbers, lot dimensions, lot sizes, dimensions of the improvements, gross building areas, net rentable areas, rent schedules or rent rolls, income data, operating expenses, operating budgets, property taxes, and related data. The Appraisers are not liable for such information or the work of possible subcontractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit or other source thought reasonable; all are considered appropriate for inclusion to the best of our factual judgment and knowledge. An impractical and uneconomic expenditure of time would be required in attempting to furnish unimpeachable verification in all instances, particularly as to engineering and market-related information. It is suggested that the client consider independent verification as a prerequisite to any transaction involving sale, lease, loan, or other significant commitment of funds on the subject property. Any material error in any of the above data could have a substantial impact on the value conclusions indicated in the appraisal. Therefore, the Appraisers reserve the right to amend the appraisal and value conclusions if made aware of any such error. Accordingly, the client should carefully review all assumptions, data, leases, rent rolls, relevant calculations, and value conclusions within 30 days after the delivery of this report (the delivery date being indicated on the transmittal letter) and notify the Appraisers of any errors/omissions.

6. TESTIMONY, CONSULTATION, COMPLETION OF CONTRACT FOR APPRAISAL SERVICES:

The contract for appraisal, consultation or analytical service, is fulfilled and the total fee payable upon completion of the report. The Appraisers or those assisting in preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal, in full or in part, nor engage in post-appraisal consultation with client or third parties except under separate and special arrangement and at additional fee. If testimony or deposition is required because of any subpoena, the client shall be responsible for any additional time, fees, and charges regardless of issuing party.

7. EXHIBITS:

The sketches and maps in this report are included to assist the reader in visualizing the property and are not necessarily to scale. Various photos, if any, are included for the same purpose as of the date of the photos. Site plans are not surveys unless shown from separate surveyor.

8. LEGAL, ENGINEERING, FINANCIAL, STRUCTURAL, OR MECHANICAL NATURE HIDDEN COMPONENTS, SOIL:

The Appraisers and/or The Property Sciences Group Inc. has no responsibility for matters legal in character or nature, nor of any architectural, structural, mechanical, or engineering nature. No opinion is rendered as to the title, which is presumed to be good and merchantable. The property is appraised as if free and clear, unless otherwise stated in particular parts of the report. No attempt has been made to render an opinion of or status of easements that may exist, unless stated otherwise (i.e. that the scope of the assignment does indeed include an analysis of easements).

The legal description is assumed to be correct as used in this report as furnished by the client, his/her designee, or other sources. However, the Appraisers and The Property Sciences Group Inc. can not guarantee the accuracy of the legal description. The client should verify the accuracy of the legal description before recordation with any deeds of trust. This responsibility remains with the client and is not maintained by the Appraisers nor The Property Sciences Group Inc.

Please note that no advice is given regarding mechanical equipment or structural integrity or adequacy, nor soils and potential for settlement, drainage, and such (seek assistance from qualified architect and/or engineer) nor matters concerning liens, title status, and legal marketability (seek legal assistance), and such. The lender and owner should inspect the property before any disbursement of funds. Further, it is likely that the lender or owner may wish to require mechanical or structural inspections by qualified and licensed contractor, civil or structural engineer, architect, or other expert.

The Appraisers have inspected as far as possible, by observation, the land and the improvements. However, it was not possible to personally observe conditions beneath the soil or hidden structural, or other components. We have not critically inspected mechanical components within the improvements and no representations are made herein as to these matters unless specifically stated and considered in the report. The value estimate considers there being no such conditions that would cause a loss of value. The land or the soil of the area being appraised appears firm, unless otherwise stated in the report.

However, subsidence in the area is unknown. The Appraisers do not warrant against this condition or occurrence of problems arising from soil conditions.

The appraisal is based on there being no hidden, unapparent, or apparent conditions of the property site, subsoil, or structures or toxic materials which would render it more or less valuable. The Appraisers and/or The Property Sciences Group Inc. have no responsibility for any such conditions or for any expertise or engineering to discover them. All mechanical components are assumed to be in operable condition and status standard for properties of the subject type. Conditions of heating, cooling, ventilating, electrical and plumbing equipment are considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. No judgment may be made by us as to adequacy of insulation, type of insulation, or energy efficiency of the improvements or equipment which is assumed standard for subject age and type.

If the Appraisers have not been supplied with a termite inspection, survey or occupancy permit, no responsibility or representation is assumed or made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained. No representation or warranties are made concerning obtaining the above mentioned items.

The Appraisers have no responsibility for any costs or consequences arising due to the need, or the lack of need for flood hazard insurance. An agent for the National Flood Insurance Program should be contacted to determine the actual need for flood hazard insurance.

9. LEGALITY OF USE:

The appraisal is based on the premise that, there is full compliance with all applicable federal, state and local environmental regulations and laws, unless otherwise stated in the report, and also that all applicable zoning, building and use regulations and restrictions of all types have been complied with unless otherwise stated in the report. Further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimate.

10. COMPONENT VALUES:

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used independently, or in conjunction with any other appraisal and are invalid if so used.

11. AUXILIARY AND RELATED STUDIES:

No environmental or impact studies, special market study or analysis, highest and best use analysis study or feasibility study have been requested or made unless otherwise specified in an agreement for services or in the report.

12. DOLLAR VALUES, PURCHASING POWER:

The market value estimated, and the costs used, are as of the date of the estimate of value. All dollar amounts are based on the purchasing power and price of the dollar as of the date of the value estimate.

13. INCLUSIONS:

Furnishings and equipment or personal property or business operations, except as specifically indicated and typically considered as a part of real estate, have been disregarded with only the real estate being considered in the value estimate unless otherwise stated. In some property types, business and real estate interests and values are combined.

14. PROPOSED IMPROVEMENTS, CONDITIONED VALUE:

Improvements proposed, if any, on or off-site, as well as any repairs required are considered, for purposes of this appraisal to be completed in good and workmanlike manner according to information submitted and/or considered by the Appraisers. In cases of proposed construction, the appraisal is subject to change upon inspection of property after construction is completed. This estimate of market value is as of the date shown, as proposed, as if completed and operating at levels shown and forecasted.

15. VALUE CHANGE, DYNAMIC MARKET, INFLUENCES, ALTERATION OF ESTIMATE BY APPRAISERS:

The estimated market value, which is defined in the report, is subject to change with market changes over time; value is highly related to exposure, time, promotional effort, terms, motivation and conditions surrounding the offering. The value estimate considers the productivity and relative attractiveness of the property physically and economically in the marketplace. The appraisal report and value estimate are subject to change if physical or legal entity or financing are different than that envisioned in this report.

16. MANAGEMENT OF THE PROPERTY:

It is assumed that the property which is the subject of this report will be under prudent and competent ownership and management; neither inefficient nor superefficient.

17. FEE:

The fee for this appraisal or study is for the service rendered and not for the time spent on the physical report or the physical report itself. Amount or payment of fee for services is not contingent on any result, approval amount or other estimates or statements.

18. AUTHENTIC COPIES:

The authentic copies of this report are signed in blue ink. Any copy that does not have the above is unauthorized and may have been altered.

19. INSULATION AND TOXIC MATERIALS:

In this appraisal assignment, the existence of potentially hazardous material used in the construction or maintenance of the building, such as the presence of urea-formaldehyde foam insulation, and/or the

presence of asbestos containing building materials (ACBM), and/or the existence of toxic waste, which may or may not be present on the property, was not observed, unless stated in the report; nor do the Appraisers have any knowledge of the existence of such materials on or in the property. The Appraisers, however, are not qualified to detect such substances. The existence of urea-formaldehyde insulation, or ACBM, or other potentially hazardous waste material may have an effect on the value of the property. It is recommended that the client retain an expert in this field, if desired. If such substances are present, the value of the property may be adversely affected and re-appraisal at additional cost will be necessary to estimate the effects of such.

20. REVIEW:

Unless otherwise noted herein, named Review Appraiser of/from The Property Sciences Group Inc. has reviewed the report only as to general appropriateness of technique and format, and has not necessarily inspected the subject or market comparable properties.

21. CHANGES, MODIFICATIONS:

The Appraisers and/or officers of The Property Sciences Group Inc. reserve the right to alter statements, analysis, conclusions or any value estimates in the appraisal if there becomes known to us facts pertinent to the appraisal process which were unknown to us when the report was finished.

22. AFTER TAX ANALYSIS AND/OR VALUATION:

Any "after" tax income or investment analysis and resultant measures of return on investment are intended to reflect only possible and general market considerations, whether as part of estimating value or estimating possible returns on investment at an assumed value or price paid. Note that the Appraisers do not claim expertise in tax matters and advises client and any others using the appraisal to seek competent tax advice. The Appraisers are in no way to be considered as tax advisors or investment advisors.

23. INCOME PROJECTIONS:

Any cash flows indicated in the appraisal are forecasts of estimated future operating characteristics, and are predicated on the information and assumptions contained within the appraisal. Any projections of income, expenses, and/or economic conditions utilized in the appraisal are not predictions of the future. Rather, they are estimates of current market expectations of future income, expenses, and/or economic conditions. The achievement of these financial projections will be affected by fluctuating economic conditions and is dependent upon other future occurrences that can not be assured. Actual income and expenses may vary from the projections contained in the appraisal. The Appraisers and/or The Property Sciences Group Inc. does not warrant that these income and expenses will occur. Projections may be affected by circumstances beyond the current realm of knowledge or control of the Appraisers and/or The Property Sciences Group Inc.

24. RECOMMENDATIONS (IMPLIED AND/OR EXPLICIT):

Unless specifically set forth in the body of the appraisal, nothing contained in said shall be construed to represent any direct or indirect recommendation of the Appraisers and/or The Property Sciences Group

Inc. to buy, sell, or hold the properties at the values stated. Such decisions involve substantial investment strategy questions and must be specifically addressed in consultation form. Such decisions are beyond the scope of the appraisal analysis, unless stated otherwise (i.e. that the scope of the appraisal does indeed include a recommendation to buy, sell, or hold the subject property).

25. CLEAR AND MARKETABLE TITLE:

Unless specifically noted in the body of the appraisal, it is assumed that title to the subject property (or properties) are clear and marketable, and that there are no recorded or unrecorded liens, leases, matters, or exceptions to title that would adversely affect the subject's marketability or market value. The Appraisers and/or The Property Sciences Group Inc. are not aware of any title defects nor have been advised of any title defects, unless such as specifically noted in the report. However, the Appraisers and/or The Property Sciences Group Inc. have not examined title and makes no representations relative to the condition thereof. Unless stated otherwise, the Appraisers have not been provided with (nor reviewed) a preliminary title report. The Appraisers are not qualified experts in title matters.

26. AMERICANS WITH DISABILITIES ACT (ADA):

The Americans with Disabilities Act (ADA) became effective January 26, 1992. Unless otherwise noted in the report, the Appraisers have not made a specific compliance survey and analysis of the property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value and marketability of the property. Unless otherwise noted in the report, the Appraisers have no direct evidence relating to this issue and have not considered possible noncompliance with the requirements of the ADA in estimating the value of the property.

27. CONDITIONS OF ACCEPTANCE:

Acceptance of, and/or use of this appraisal report by client constitutes acceptance of the above conditions. Appraisers' liability extends only to stated client, not subsequent third parties nor users of any type, and the total liability of Appraisers and The Property Sciences Group Inc. is limited to the amount of the appraisal fee received.

PROFESSIONAL QUALIFICATIONS

ROBERT BARNES



PROFESSIONAL EXPERIENCE

Mr. Barnes has been involved in the appraisal and consultation of real estate since 2003. Prior to becoming associated with The Property Sciences Group, Inc. in 2012 he was an independent fee appraiser with Niaz Associates Inc., Arpeggio Appraisals, and United Appraisal Group.

Valuation and consulting assignments have pertained to a wide variety of purposes; i.e., sale, loan, arbitration, tax, leased fee and leasehold interest, partial interests, and current value portfolio appraisals. Clients served include developers and investors, banks, attorneys, accountants, and private parties. Experience includes general and special purpose real estate appraisals, litigation support, portfolio valuations, investment analysis, due diligence investigation, lease-by-lease analysis, highest and best use studies, market studies, and feasibility analysis.

STATE & REGULATORY LICENSURE

California: State Certified General Real Estate Appraiser License No. AG041310

Nevada: State Certified General Real Estate Appraiser License No. A.0207192-CG

EDUCATION

Mr. Barnes is a graduate of California State University at Northridge, where he received a Bachelor of Science Degree in Business Administration with an Option in Finance and Real Estate.

Robert Barnes | Senior Appraiser, Commercial Division, Los Angeles Office

The Property Sciences Group, Inc.

130 N. Brand Boulevard

Glendale, CA 91203

Direct 213.443.4540

Fax 213.443.4632

Email: Robert.Barnes@propsci.com

Web: www.PropSci.com



Business, Consumer Services & Housing Agency
BUREAU OF REAL ESTATE APPRAISERS
REAL ESTATE APPRAISER LICENSE

Robert E. Barnes

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

“Certified General Real Estate Appraiser”

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: AG 041310

Effective Date: November 17, 2020
 Date Expires: November 16, 2022

Loretta Dillon, Deputy Bureau Chief, BREA

3054070

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO SEE "CHAIN LINK"

PROFESSIONAL QUALIFICATIONS OF Brant A. Sheaffer, MAI, AI-GRS

Brant.sheaffer@propsci.com - direct: 206-319-5215

Brant Sheaffer is the Executive Managing Director of the Commercial Division for Property Sciences. Mr. Sheaffer has returned to the firm, having started his appraisal career with Property Sciences in Northern California in 2002. Prior to rejoining the company Mr. Sheaffer worked for Colliers International and previously worked for CBRE. Mr. Sheaffer has valued a multitude of property types including, retail, office, multi-family, industrial, residential subdivisions and land. Areas of expertise include valuation of multifamily properties for agency lenders (Fannie Mae, Freddie Mac), retail properties ranging from net leased assets to regional shopping malls, hospitality and lodging properties and retail fuel stations. Mr. Sheaffer is an experienced ARGUS user.

PROFESSIONAL EXPERIENCE

THE PROPERTY SCIENCES GROUP INC., Seattle, WA

An appraisal, research, and consulting services firm focusing on every major category of real estate and most special purpose type properties throughout the United States.

Executive Managing Director -Commercial Division

5/2020 - Present

Vice President –Regional Manager, Pacific Northwest

10/2016 – 5/2020

COLLIERS INTERNATIONAL, Seattle, WA

Worked on a team focused on valuation of multifamily properties. Assignments included large investment grade properties for agency lending (Fannie Mae, Freddie Mac), student housing, micro-apartments, congregate housing, LIHTC transaction and HUD Rent Comparability Studies.

Senior Valuation Specialist

6/2011-10/2016

CBRE, Seattle, WA & Portland, OR

Worked as a Senior Appraiser for a global real estate services firm, and supervised two trainee appraisers. Assignments were primarily for institutional clients (CMBS market, life insurance & pension companies, and national lenders). Worked on a variety of property types, but with a primary focus on retail properties ranging from single tenant net lease up to regional shopping malls.

Senior Appraiser

7/2006-6/2011

THE PROPERTY SCIENCES GROUP INC., Concord, CA

Started as a trainee working on commercial assignments Upon being licensed, was promoted to supervising, training and reviewing trainee appraisers.

Senior Staff Appraiser (Trainer/Reviewer)

1/2005-6/2006

Associate

9/2002-1/2005

EDUCATION

BS, Bachelor of Science, Business Administration - Emphasis in Marketing Management
California State University, Hayward - College of Business & Economics

2001

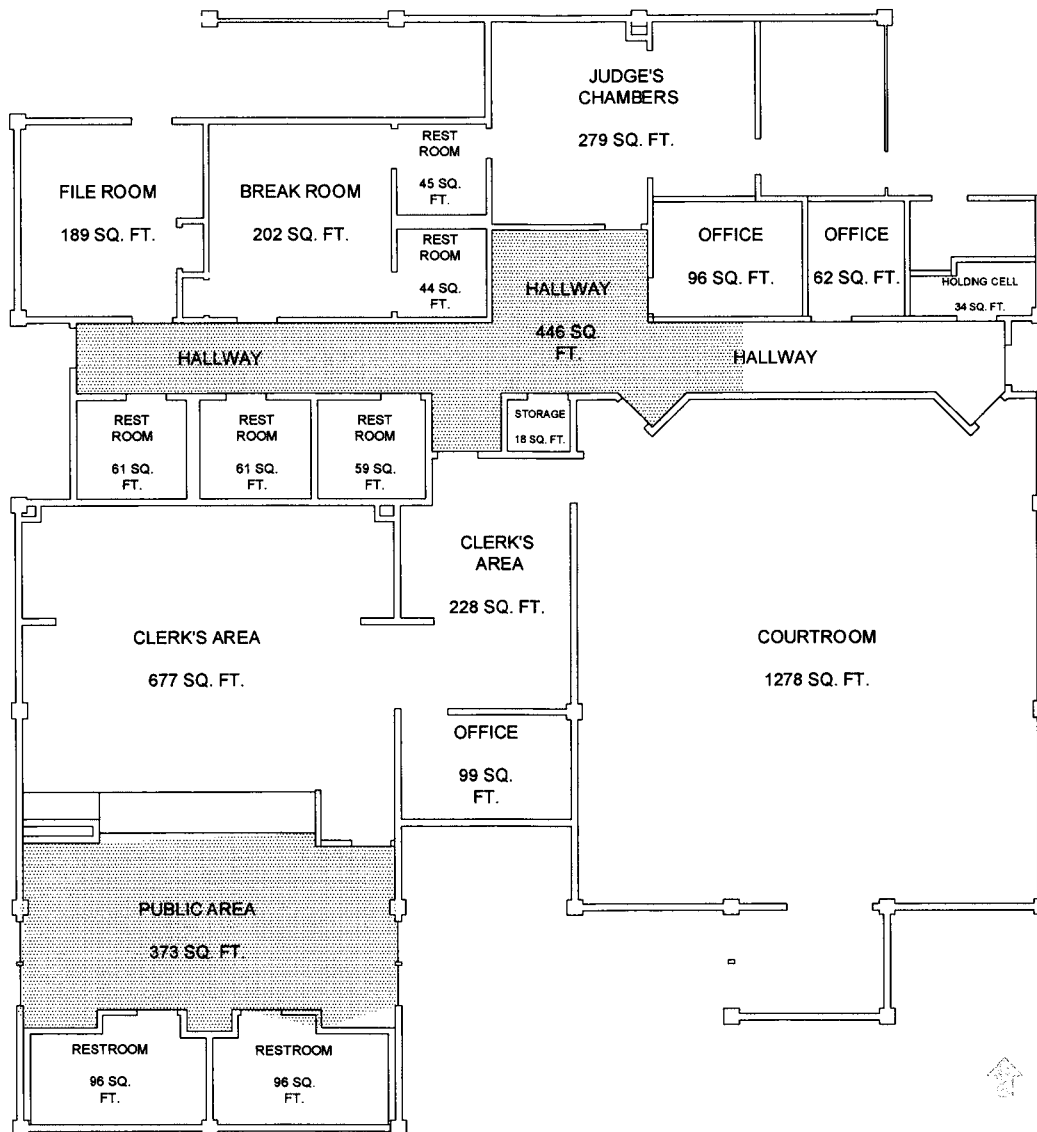
PROFESSIONAL LICENSES/AFFILIATIONS

State of Washington – Certified General Appraiser, 1101767 Exp. 6/2022
 State of Oregon – Certified General Appraiser, C001276 Exp. 6/2022
 State of Idaho - Certified General Appraiser, CGA-3333 Exp. 6/2022
 State of California - Certified General Appraiser, AG033878 Exp. 2/2023

Appraisal Institute – MAI, AI-GRS Designated Member # 474916



FLOOR/SITE PLAN



CLOVIS COURTHOUSE

4,980 SQ. FT.

LEASES

Facility No: #10-G1
Facility Name: Clovis Courthouse
Facility Address: 1011-5th Street

**TRANSFER AGREEMENT
BETWEEN THE JUDICIAL COUNCIL OF CALIFORNIA,
ADMINISTRATIVE OFFICE OF THE COURTS
AND THE COUNTY OF FRESNO
FOR THE TRANSFER OF RESPONSIBILITY FOR COURT FACILITY**

Court Facility: #10-G1
Owned-Exclusive (TOR/TOT)
IMANDB/1287358v4

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TRANSFER AGREEMENT

1. PURPOSE

The Judicial Council of California ("**Council**"), Administrative Office of the Courts (together, the "**AOC**"), and the County of Fresno ("**County**"), set forth the terms and conditions for the transfer of responsibility for funding and operation of the trial court facility commonly known as the Clovis Courthouse and for the conveyance to the State of California on behalf of the Council of the County's title to the Real Property.

2. BACKGROUND

The Lockyer-Isenberg Trial Court Funding Act of 1997, AB 233 (Escutia and Pringle) provides for transfer of the primary obligation for funding of court operations from the counties to the State. The restructuring of funding for trial court operations accomplished by the Lockyer-Isenberg Trial Court Funding Act of 1997 ended a dual system of county and State funding of, and created a more stable and consistent funding source for, trial court operations. The Trial Court Facilities Act of 2002 was adopted to provide for the transfer of responsibility for funding and operation of trial court facilities from the counties to the Judicial Council of California. The parties enter into this Agreement to implement the provisions of the Act as it exists as of the Effective Date of this Agreement.

3. DEFINITIONS

"**Acceptance Document**" means a certificate of acceptance or certified resolution evidencing the PWB's approval of the Transfer of Title.

"**Act**" means the Trial Court Facilities Act of 2002 (Government Code sections 70301-70404) as of the Effective Date.

"**Agreement**" means this Transfer Agreement, together with the attached Exhibits.

"**AOC Authorized Signatory**" means the AOC's Senior Manager, Business Services, Grant Walker.

"**Approved Service Contracts**" means the Service Contracts that the AOC wishes to accept or otherwise continue in effect, indicated on **Exhibit "K"**.

"**Assignment of Maintenance Agreement**" means the document titled "Assignment and Assumption of Maintenance Agreement" that is in similar form and content to the form attached to this Agreement as **Exhibit "E."**

“Building” means the building on the Land occupied by the Court, and all connected or related structures and improvements and all Building Equipment.

“Building Equipment” means all installed equipment and systems that serve the Building, including but not limited to the Building Software.

“Building Software” means the software program that is licensed to the County for the operation of the Building Equipment.

“Closing Documents” means the Responsibility Transfer Documents and the Title Transfer Documents, together.

“Controller” means the State Controller.

“County Authorized Signatory” means the Chair of the County’s Board of Supervisors.

“County Authorizing Document” means a copy of a certified resolution or similar document evidencing that the County has taken all steps and obtained all approvals required to: (1) authorize the County Authorized Signatory to execute this Agreement and the other Closing Documents on behalf of the County; and (2) authorize the County to enter into this Agreement and the other Closing Documents.

“County Facilities Payment” means the payments the County must make to the Controller with respect to the Court Facility under Article 5 of the Act, as adjusted from time to time in accordance with the Act, including but not limited to § 70359.

“County Parties” means the County, its departments, and their respective officers, agents, and employees.

“Court” means the Superior Court of California, County of Fresno.

“Court Facility” means the 3,360 square foot trial court facility commonly known as Clovis Courthouse, located at Clovis, California 93612, which occupies the entirety of the Building, and all spaces, fixtures, and appurtenances described in section 70301(d) of the Act, including the Court Parking, 1 room for holding superior court, 1 chamber for judges of the Court, 1 interior walk-up window, rooms for attendants of the Court, 1 room for secure holding of prisoners attending Court sessions, rooms for storage, and certain other areas required or used for Court functions. A copy of a site plan depicting the location of the Building on the Land is attached as **Exhibit “G”** to this Agreement.

“Court Parking” means a total of 6 on-site parking spaces located on the Land, all as shown on the parking plan attached as **Exhibit “H,”** which the County and the Court have agreed is parking of the same number, type, and convenience as made available for users of the Court on October 1, 2001.

“Deficiency” means any condition of, damage to, or defect in the Common Area that: (1) threatens the life, health, or safety of persons occupying or visiting the Building, (2) unreasonably interferes with, disrupts, or prevents either Party’s occupancy or use of the Real Property, or its ability to conduct its business operations in its Exclusive-Use Area, in an orderly, neat, clean, safe, and functional environment, (3) threatens the security of the employees, guests, invitees, or patrons of either Party, (4) threatens to diminish the value of the either Party’s Exclusive-Use Area or the Common Area, or threatens to damage or destroy the business personal property of either Party located in the Building, (5) threatens the preservation of the either Party’s files, records, and documents located in the Building, or (6) causes or exacerbates an unsafe, unsanitary, unlawful, or non-functional condition affecting the either Party’s Exclusive-Use Area or the Common Area.

“Dispute” means each and every pending or threatened claim, liability, litigation, arbitration, mediation, administrative proceeding, settlement negotiation, or other dispute-resolution proceeding related to the Property that, if determined adversely to the County or the AOC, would have a Material Adverse Effect.

“Effective Date” means the effective date of this Agreement, which is the date of execution by the last Party.

“Environmental Law” means federal, state, or local laws, ordinances, regulations, rules, statutes, and administrative actions or orders respecting hazardous or toxic substances, waste, or materials, or industrial hygiene.

“Equipment Permits” means any federal, state, or local governmental permits, certificates, and approvals required for lawful operation of any Building Equipment.

“Grant Deed” means the document titled Grant Deed that is similar to the document attached to this Agreement as **Exhibit “C”** and by which the County will convey to the State on behalf of the Council title to the Real Property.

“Grounds Area” means the portion of the Land surrounding the Building.

“Hazardous Substance” means any material or substance regulated under any Environmental Law.

“Indemnified Loss” means all claims, demands, liabilities, damages, attorney fees, costs, expenses, and losses as to which either Party is obligated to indemnify the other Party under this Agreement or the Closing Documents.

“Intangible Personal Property” means all of the County’s (1) Building Software and agreements or arrangements for the operation of the Building Equipment in the Court Facility; (2) warranties, permits, licenses, certificates, guaranties, and suretyship agreements and arrangements, and indemnification rights in favor of the County with

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respect to the Real Property; (3) commitments, deposits, and rights for utilities relating to the Real Property; (4) engineering, accounting, title, legal, and other technical or business data concerning the Real Property or the Tangible Personal Property; (5) deposits, deposit accounts, and escrow accounts arising from or related to any transactions related to the Property, and rights to receive refunds or rebates of impact fees, assessments, charges, premiums, or other payments made by the County, if these refunds or rebates relate to the period on or after the Responsibility Transfer Date; or (6) all other intangible rights, interests, and claims of the County which are a part of or related to the Property.

“Land” means a portion of the Larger Parcel, which is generally depicted on **Exhibit “A-1”** to this Agreement, including the County’s (1) rights to enter and exit the Land, (2) recorded and unrecorded rights to water, water stock, oil, gas, minerals, and timber related to the Land, (3) existing, granted development permits, entitlements, and air and view rights, and (4) easement rights for the use of certain areas of the western portion of the Land in connection with the placement of cabling, conduits, and wiring for Utilities.

“Larger Parcel” means the real property described in **Exhibit “A”**, which includes the Land.

“Law” means State and federal codes, ordinances, laws, regulations, the California Rules of Court, and judicial and administrative orders and directives, that are binding on the County and/or the AOC and issued by a court or governmental entity with jurisdiction over the County.

“Maintenance Agreement” means the “Joint Powers Agreement between the City of Clovis and Fresno County Re Services for the Clovis Branch, Fresno Superior Court” dated as of December 16, 2008, a copy of which is attached hereto as **Exhibit “B”**.

“Material Adverse Effect” means any of (1) a material adverse change in (a) the condition, operations, or value of the Property, (b) the County’s use of, interest in, or right or title to, the Property, (c) the ability of the County to perform its obligations under this Agreement and the Closing Documents, or (d) the validity or enforceability of this Agreement or any of the Closing Documents; or (2) the imposition on the County of actual or contingent payment obligations in respect of the Property of \$50,000 or more in the aggregate, to the extent the foregoing are in existence as of the Responsibility Transfer Date.

“Material Agreements” means any and all agreements, contracts, or understandings (whether written or unwritten) relating to the Property (1) for which termination requires advance notice by a period exceeding 30 calendar days, or (2) that obligate the County to make payment, or entitle the County to receive payment, exceeding \$25,000 within any fiscal year.

“Occupancy Agreement” means any agreement or arrangement that entitles a third party to occupy or use the Real Property for a period that continues after the Responsibility Transfer Date, and that cannot be terminated on 30 or fewer days notice.

“Occupant” means any third party that occupies, possesses, or uses the Real Property under an Occupancy Agreement.

“Party” means either of the AOC or the County, and **“Parties”** means the AOC and the County.

“Pending Projects” means any pending maintenance project or other project involving the Court Facility under sections 70326(d) or 70331(c) of the Act.

“Personal Property” means the Intangible Personal Property, together with the Tangible Personal Property.

“Property” means all right, title, and interest in and to the Real Property and the Personal Property.

“Property Disclosure Documents” means all documents in the County’s possession, including but not limited to Material Agreements that in any way pertain to the title, ownership, use, occupancy, or condition of the Property or any rights, benefits, liabilities, obligations, or risks associated with the Property. A list of the categories of Property Disclosure Documents is attached as **Exhibit “J”**.

“PWB” means the State Public Works Board.

“Real Property” means the Land, the Building, and the Court Parking.

“Responsibility Transfer Date” means the later to occur of: (a) the first day of the first month following the Effective Date, or (b) 10 days after receipt of approval of the County Facilities Payment by the State’s Department of Finance, which is the date on which the Transfer of Responsibility will take place.

“Responsibility Transfer Documents” means the documents listed in section 5.1.1 of this Agreement.

“Security Services MOU” means the Agreement between the Fresno County Superior Court and the Fresno County Sheriff’s Department – Court Security Unit, dated as of May 8, 2007, as amended from time to time.

“Service Contracts” means all contracts between the County and any third parties under which goods or services are provided to the Real Property, including the Approved Service Contracts.

"State" means the State of California.

"State Parties" means the Judicial Council of California, the Administrative Office of the Courts, and the Court, and each of their respective officers, agents, and employees.

"Tangible Personal Property" means any unaffixed item that is, on the Responsibility Transfer Date, located on or in, or used in or necessary to the use, occupancy, or operation of, the Real Property.

"Telecommunications MOU" means that certain Service Level Agreement between the County and the Court dated August 22, 2006, as amended from time to time, or any successor or replacement agreement between the Parties concerning telecommunications services.

"Title Transfer Date" means the date on which the Grant Deed is recorded in the office of the County Recorder.

"Title Transfer Documents" means the documents listed in section 5.2.1 of this Agreement.

"Transfer of Responsibility" or "Transfer" means the County's full and final grant, transfer, absolute assignment, and conveyance to the applicable State Parties, and the State Parties' full and final acceptance and assumption of, entitlement to and responsibility for, all of the County's rights, duties, and liabilities arising from or related to the Real Property under this Agreement and the Act, except for those duties and liabilities expressly retained by the County under this Agreement and the Act, and Disputes arising from or related to facts or circumstances occurring prior to the Responsibility Transfer Date. The terms "Transfer of Responsibility" and "Transfer" include the Transfer of Title.

"Transfer of Title" means the County's full and final grant and conveyance to the State on behalf of the Council of all of the County's right, title, and interest in and to the Property.

"Utilities" means all of the utilities provided to the Real Property, except for telecommunications services provided by third parties.

4. RESPONSIBILITIES AFTER TRANSFER OF RESPONSIBILITY.

4.1 Transfer of Responsibility. On the Responsibility Transfer Date, the Transfer of the Property from the County to the AOC will occur under the terms of this Agreement and the Closing Documents.

4.1.1 New Legal Description. As of the Effective Date, the Land is part of a legal parcel of real property on which the Building, and other County improvements are located. Prior to the Transfer of Title, the County and the AOC will work together to prepare a new legal description for the Land, as permitted by California Government Code Section 66428, having boundaries approximately consistent with those depicted on **Exhibit "A-1"** to this Agreement. The Parties agree that until the new legal description for the Land has been completed and approved by both Parties, the Transfer of Responsibility will apply and relate to the real property depicted on **Exhibit "A-1"** to this Agreement; provided that, starting immediately upon the Parties' joint approval of the new legal description for the Land, the Transfer of Responsibility will apply and relate to the entirety of the Land, as defined by the mutually-approved new legal description for the Land, whether or not the boundaries of the new legal description are exactly the same as the general depiction of the anticipated boundaries of the Land attached as **Exhibit "A-1"**.

4.2 General Responsibilities after Transfer of Responsibility. Upon the completion of each Transfer, the Parties will have the general rights, duties, and liabilities set forth in the Act in respect of the Real Property, except as may be expressly delegated by the Parties in the Closing Documents or any other agreement.

4.3 Specific Responsibilities after Transfer of Responsibility. The Parties will have the following specific rights, duties, and liabilities after the Transfer of Responsibility:

4.3.1 Utilities. If not completed before the Responsibility Transfer Date, the Parties will work together, diligently and in good faith, to cause the County's accounts with the providers of the Utilities, except third party providers of telecommunication services for the Court Facility, to be assigned to and assumed by the AOC as of the Responsibility Transfer Date. If any utility accounts cannot be assigned to the AOC, the Parties will work together to cause the County's accounts to be closed as of the Responsibility Transfer Date and new accounts for those Utilities to be opened in the name of the AOC. The County will be responsible to pay all charges and fees for the Utilities provided to the Court Facility, except for fees and charges of third-party providers of telecommunications services, for all periods prior to the Responsibility Transfer Date, and the AOC or the Court will be responsible for payment of the fees and charges for Utilities provided to the Court Facility, including fees and charges of third-party providers of telecommunications services, on and after the Responsibility Transfer Date. The County will send to the AOC all invoices and other communications concerning accounts for Utilities provided to the Real Property after the Responsibility Transfer Date, and the AOC will be responsible to cause payment of these invoices. The County will promptly reimburse the AOC for any Utilities cost for which the County is responsible, and to the extent that any of the County's utility accounts are transferred to the AOC after the Responsibility Transfer Date, the AOC will promptly reimburse the

County for any Utilities costs paid by the County after the Responsibility Transfer Date for which the AOC is responsible.

4.3.2 Property Insurance. From and after the Title Transfer Date, the County will have no further obligation to maintain insurance coverage for the Real Property.

4.3.3 Security-Related Areas. The County Sheriff's Department will remain liable and responsible for the secure entry, exit, transport, and holding of prisoners attending Court sessions to, from, through, and in the security-related areas of the Real Property, including but not limited to the holding cells, pursuant to the Security Services MOU. The County will remain solely liable and responsible for all non-conforming code conditions of any security-related areas of the Real Property. This Agreement does not supersede, replace, or modify the Security Services MOU or any other agreement between the County and the Court with respect to security staffing for the Real Property.

4.3.4 Correspondence. The County will direct all correspondence, invoices, and information related to management, operation, maintenance, or repair of the Real Property for the period on and after the Responsibility Transfer Date to the AOC's Office of Court Construction and Management consistent with section 11.2 of this Agreement.

4.3.5 County Facilities Payments. The County will make all County Facilities Payments in accordance with the Act and section 5.1.5 of this Agreement.

4.3.6 Disputes with Third Parties. The County will promptly notify the AOC in writing of any Dispute that arises after the Effective Date that concerns or alleges: (1) acts or omissions of the County committed at any time related to the Property; or (2) an event or incident to which the County's indemnification obligations in section 8.1.1 of this Agreement do or may apply. The County will manage and be entirely liable and responsible for those Disputes, but the AOC may elect, but is not required, to participate at the AOC's sole expense in the litigation or other resolution of those Disputes. If the AOC elects to participate in the litigation or other resolution of a Dispute, the County will cooperate with the AOC's participation.

4.3.7 Personal Property. If either of the Parties determines that there exists any Tangible or Intangible Personal Property not previously transferred or assigned to the AOC, that Party will promptly provide a notice to the other Party that includes a reasonably detailed, written description of that property. At the AOC's request, the County will transfer, convey, or assign to the AOC any of the Tangible or Intangible Personal Property described in that notice.

4.3.8 Adjustments. The Parties will make the appropriate adjustments for prorations or computations required by this Agreement or the Closing Documents as promptly as possible once accurate information becomes available evidencing that either Party is entitled to an adjustment. Any prorations will be based on a 365-day fiscal year. The Party entitled to the adjustment will make written demand on the other Party for the adjustment within 1 year after the Responsibility Transfer Date and will provide a reasonably-detailed explanation of the basis for the demand and all supporting documentation. The Parties will promptly pay each other any corrected proration or adjustment amounts.

4.3.9 IT/Telephone Services. Certain components of the County's telephone system, including the telephone line interface module and related equipment known as LIM and its associated subcomponents (e.g., power supplies, batteries, rectifiers, UPSs, cable modems, etc.) (collectively, the "LIM"), are located in the Court Facility. Effective on the Responsibility Transfer Date, the AOC grants to the County the right of ingress, egress, and access to all parts of the Court Facility in which any component or subcomponent of, or connection to, the LIM is located, as reasonably required for the County's continued operation, use, maintenance, expansion, replacement, and repair of the LIM or the associated County backbone copper cable plant in support of the LIM, all of which will remain the sole and exclusive responsibility and obligation of the County. The County will continue to offer information technology and telephone services to the State Parties, for the benefit of the Court in the Court Facility, on the costs, terms, and conditions of the Telecommunications MOU.

4.3.10 Service Contracts. If not completed before the Responsibility Transfer Date, the Parties will work together, diligently, and in good faith, to transfer the Approved Service Contracts, and terminate the other Service Contracts in respect of the Property, in a manner that avoids disruption to the Operation of the Property. The County will endeavor to cause the Approved Service Contracts to be assigned to the AOC retroactive to the Responsibility Transfer Date, and will obtain a written consent to the assignment of each Approved Service Contract from the other party thereto. If any Approved Service Contracts cannot be assigned to the AOC, the Parties will work together to cause new contracts for the goods or services provided under those Approved Service Contracts to be entered into directly by the AOC, and the County will terminate each of those Approved Service Contracts when the AOC's new agreement for the relevant services or goods has commenced, or earlier upon the written request of the AOC. The County will remain responsible for all Service Contracts that are not Approved Service Contracts (including for all charges incurred under those Service Contracts) and will promptly terminate those Service Contracts in respect of the Property. The County will be responsible to pay all charges and fees incurred under all Service Contracts for all periods prior to the Responsibility Transfer Date, and the AOC will be responsible for payment of all Service Contract fees and charges incurred on and after the Responsibility Transfer Date, subject to the County's obligation to promptly terminate

those Service Contracts that are not Approved Service Contracts. The County will send to the AOC all invoices and other communications it receives concerning goods and services provided to the Property on and after the Responsibility Transfer Date under the Service Contracts.

4.3.11 Maintenance Agreement. The AOC will be responsible for all County obligations under the Maintenance Agreement in accordance with the Assignment of Maintenance Agreement.

4.4 No Material Changes. After the Effective Date of this Agreement, the County will not: (1) transfer or agree to transfer any right, title, or interest in the Real Property to any third party without the express prior written consent of the AOC; (2) enter into any agreement concerning the Real Property without the AOC's prior written consent; or (3) act or fail to act in any way that results in the Real Property being subject to a Deficiency.

5. THE CLOSING

5.1 The Transfer of Responsibility; Responsibility Transfer Date. The Transfer of Responsibility will occur upon the Responsibility Transfer Date. The Responsibility Transfer Date will not be affected by the date of delivery of the signed Responsibility Transfer Documents.

5.1.1 Responsibility Transfer Documents. The Responsibility Transfer Documents are as follows:

- (a) this Agreement;
- (b) the Assignment of Maintenance Agreement; and
- (c) any other documents required by Law, or reasonably requested by the AOC, or the County to effect the Transfer of Responsibility.

5.1.2 Intentionally Omitted.

5.1.3 Conditions for Transfer of Responsibility. Neither the County nor the AOC will be obligated to consummate the Transfer of Responsibility unless the following conditions are satisfied or waived prior to the Responsibility Transfer Date. The conditions for the benefit of the AOC may only be waived by the AOC, and the conditions for the benefit of the County may only be waived by the County.

5.1.3.1 Conditions for the Benefit of the AOC. All of the County's representations and warranties in this Agreement must be accurate and complete in all material respects as though made on the Responsibility Transfer Date; the County must not have breached any of the County's representations, warranties, or covenants in this

Agreement; and there cannot be a County Event of Default under this Agreement nor any circumstance which, but for the passage of time or the giving of notice or both, would constitute a County Event of Default as of the Responsibility Transfer Date.

5.1.3.2 Conditions for the Benefit of the County. All of the AOC's representations and warranties in this Agreement must be accurate and complete in all material respects as though made on the Responsibility Transfer Date; the AOC must not have breached any of the AOC's representations, warranties, or covenants in this Agreement; and there cannot be an AOC Event of Default under this Agreement nor any circumstance which, but for the passage of time or the giving of notice or both, would constitute an AOC Event of Default as of the Responsibility Transfer Date.

5.1.4 Delivery of Signed Responsibility Transfer Documents. The last Party to sign the Responsibility Transfer Documents must deliver, within three business days after signing: (i) to the County, one signed original of the Responsibility Transfer Documents, and (ii) to the AOC, all remaining signed originals of the Responsibility Transfer Documents.

5.1.5 Delivery of Possession. On the Responsibility Transfer Date, the County will deliver to the AOC custody and control over the Property.

5.2 Transfer of Title; Title Transfer Date. The Title Transfer Date will occur upon the recordation of the Grant Deed in the office of the Fresno County Recorder.

5.2.1 The Title Transfer Documents. The only Title Transfer Document is the Grant Deed.

5.2.2 Execution and Delivery of Title Transfer Document. The County will execute and deliver the Title Transfer Document to the AOC within 30 days after the Responsibility Transfer Date. The AOC will present this Agreement, the signed Title Transfer Document, and the County Authorizing Document to the PWB for approval of the Transfer of Title within 60 days after the AOC's receipt of the fully-signed originals of those documents. The AOC will cause the Grant Deed to be recorded within ten business days after the AOC's receipt of written authorization from the County to record the Grant Deed, which the County will provide to the AOC within ten business days following the County's receipt of the Acceptance Document evidencing the PWB's approval of the Transfer of Title.

5.2.3 Cooperation. The County will cooperate fully with the AOC to resolve to the satisfaction of the PWB any condition of the Real Property that may prevent the PWB's approval of the Transfer of Title. The Parties mutually intend that no circumstance that may prevent or delay the Transfer of Title will in any way limit or delay the Transfer of Responsibility.

5.2.4 Delivery of Title. On the Title Transfer Date, the County will deliver to the State title to the Real Property.

5.2.5 Additional Transfer of Title Conditions for the Benefit of the AOC. In addition to the conditions set forth in section 5.1.3, above, the AOC is not obligated to consummate the Transfer of Title unless on or before the Title Transfer Date: the PWB has approved the Transfer of Title as evidenced by the AOC's receipt of the Acceptance Document; and a title insurance company acceptable to the State Parties is irrevocably committed to issue an owner's policy of title insurance to the State on the Title Transfer Date insuring the State's title to the Real Property, subject only to exceptions acceptable to the State Parties.

6. COUNTY FACILITIES PAYMENT

6.1 Amount of County Facilities Payment. The amount of the County Facilities Payment submitted to the State Department of Finance ("DOF") for approval is \$36,026.00, subject to adjustment according to sections 70355(a) and 70359(b) of the Act, as it exists on the Effective Date. This amount is based upon a TOR Closing Date occurring in the same fiscal quarter as of the date of mutual execution of this Agreement. If the Responsibility Transfer Date does not occur in the same fiscal quarter as the Effective Date, the Parties will recalculate the County Facilities Payment as set forth in the Act.

6.1.1 DOF Approval. If DOF does not approve the County Facilities Payment in an amount equal to or less than the annual amount set forth in section 6.1 of this Agreement, then the Parties will promptly meet and confer to determine how to proceed in respect of this Agreement and the Transfers, and the Responsibility Transfer Date will not occur unless and until the County Facilities Payment has been approved by DOF in an amount that is either (a) equal to or less than the amount set forth in section 6.1, above, or (ii) has been approved in writing by both the AOC and the County. If the County Facilities Payment has not been approved by DOF in accordance with (a) or (b) of this section 6.1.1 by 180 days after the Effective Date, either Party may cancel and terminate this Agreement upon ten days prior written notice to the other Party; provided that, if DOF approval of the County Facilities Payment in accordance with (a) or (b) of this section 6.1.1 is received during such ten day period, any termination notice will be of no force or effect.

6.2 Payments of County Facilities Payment. The County will pay to the Controller the County Facilities Payment consistent with Article 5 of the Act, as adjusted from time to time under the Act, including but not limited to § 70359.

6.2.1 First Quarterly Installment of County Facilities Payment. If the Responsibility Transfer Date falls on any date other than October 1, January 1, April 1, or July 1, the first quarterly installment of the County Facilities Payment will be prorated for

the period from the Responsibility Transfer Date through and including the last day of the fiscal quarter in which the Responsibility Transfer Date occurs. The first quarterly installment is \$9,006.50, based upon the Responsibility Transfer Date of December 31, 2008. If this Responsibility Transfer Date changes, the amount of the first quarterly installment payment will be recalculated in accordance with this Section 6.2.1 and Section 6.1, if applicable. No later than 5 business days after the Responsibility Transfer Date, the County will deliver to the Controller the first quarterly County Facilities Payment.

6.2.2 Quarterly County Facilities Payments. The County will make County Facilities Payments every fiscal quarter at the time and in the amount that is required by the Act, including all adjustments to the County Facilities Payment amount required by the Act, except for the first quarterly installment of the County Facilities Payment which must be prorated in accordance with Section 6.2.1.

7. REPRESENTATIONS AND WARRANTIES

Each Party hereby makes the representations and warranties set forth in this Section 7 to the other Party as of both the Effective Date and the Title Transfer Date. Each Party must give written notice to the other within 5 business days of its discovery of any facts, events, or circumstances that would render any information contained in that Party's representations and warranties in this Agreement or any Closing Document incomplete, untrue, or misleading, but if a Party makes that discovery within 7 calendar days prior to the expected Title Transfer Date, then that Party must immediately deliver written notice of the relevant information to the other Party, whereupon the Responsibility Transfer Date will be automatically delayed to allow the Party receiving that notice sufficient time to decide whether to proceed with the Responsibility Transfer Date.

7.1 The County's Representations and Warranties.

7.1.1 Good Standing. The County is a political subdivision of the State duly organized, validly existing, and in good standing under the laws of the State.

7.1.2 Authority. The County Authorized Signatory has been duly authorized and empowered to execute this Agreement and the Closing Documents on behalf of the County, and the County has taken all steps and obtained all approvals required to authorize and empower the County to execute and perform this Agreement and the Closing Documents.

7.1.3 Due Execution and Delivery. This Agreement and the Closing Documents executed by the County are legal, valid, and binding obligations of the County and fully enforceable against the County.

7.1.4 No Conflict. This Agreement and the Closing Documents do not and will not violate any provision of any agreement, obligation, or court order to which the County is a party or by which the County or any of its assets is subject or bound. No other action of any governmental agency or authority is required for, and the County has no actual knowledge of any Law in effect which would prohibit, the County's execution, delivery, or performance of its obligations under this Agreement or the Closing Documents.

7.1.5 Title to Real Property. Other than those rights and interests that have been recorded as encumbrances on the Real Property prior to the Effective Date, the County has good and marketable fee title to the Real Property. The County has no actual knowledge of (1) any liens, claims, pledges, encumbrances, or security interests in favor of third parties; (2) any person or entity other than the County having any title or interest in or right to occupy or use the Real Property; and (3) the County has not granted, conveyed, or otherwise transferred to any person or entity any title or interest in or right to, or any future right to acquire any title or interest in or right to the Real Property.

7.1.6 Title to Personal Property. All of the Tangible Personal Property is property of the Court or another State Party as of the Effective Date, and the County does not own or claim any interest to the Tangible Personal Property.

7.1.7 List of Service Contracts. To the best of the County's knowledge, the list of Service Contracts attached to this Agreement as **Exhibit "K"** is a correct and complete list of all Service Contracts related to the Real Property.

7.1.8 No Disputes. The County has no actual knowledge of any pending or threatened Disputes of any kind or character adversely affecting the Property, the County's right, title, and interest in and to the Property, or the County's right and ability to perform its obligations under this Agreement or the Closing Documents.

7.1.9 No Violations of Law. The County has no actual knowledge of, nor has the County received any written notice from any State, federal, or other governmental or quasi-governmental authority relating to: (1) any violation of Law, whether or not appearing in public records, with respect to the Property, which violation has not been corrected to the satisfaction of the State, federal, or other governmental or quasi-governmental authority that issued the notice, or (2) any unrecorded restriction applicable to the Real Property. To the best of County's knowledge, all security-related areas of the Real Property, including but not limited to the holding cell, are either in full compliance with Law, including the standards set forth in Titles 15 and 24 of the California Code of Regulations, or are exempt from compliance.

7.1.10 Accurate Disclosure. The County maintains in its ordinary course of business the Property Disclosure Documents delivered or made available to the AOC

for the Transfer. The County has not intentionally altered any Property Disclosure Documents in any manner which renders them inaccurate, incomplete, or misleading.

7.1.11 No Condemnation. The County has not received a written notice of any pending modification of a street or highway contiguous to the Real Property, or any existing or proposed eminent domain proceeding that could result in a taking of any part of the Real Property.

7.1.12 No Environmental Violations. Except as set forth in the Property Disclosure Documents or in any environmental assessments or investigations performed by the AOC under this Agreement, the County has no knowledge of the actual, threatened, or suspected presence of any Hazardous Substance, and there are no existing violations of Environmental Laws, in, on, under, adjacent to, or affecting the Real Property, except for any Hazardous Substance used or held in conformity with Environmental Laws.

7.1.13 Full and Complete Disclosure. The County conducted a reasonable and diligent search of its records for, and provided to the AOC, all existing Property Disclosure Documents within the County's possession, custody, or control.

7.1.14 100% Court Occupancy. The Court occupies the entirety of the Building.

7.1.15 No Special Circumstances. The County has not undertaken or commenced any Pending Projects in or around the Real Property, the Real Property is not subject to "bonded indebtedness" as defined in section 70301(a) of the Act, and the Building is not an "historical building" as defined in section 70301(f) of the Act.

7.2 AOC's Representations and Warranties. The phrase "to the best of the AOC's knowledge," or words of similar import, means the actual knowledge, after reasonable independent investigation and inquiry, of the Director of the AOC's Office of Court Construction and Management, and the AOC represents that this is the person within the AOC most knowledgeable with respect to the matters described in the AOC's representations and warranties.

7.2.1 Good Standing. The Administrative Office of the Courts is the staff agency to the Judicial Council of California, an entity established by the Constitution of the State, validly existing under the Law of the State.

7.2.2 Due Execution and Delivery. This Agreement and the Closing Documents executed by the State Parties are legal, valid, and binding obligations of the State Parties and fully enforceable against those State Parties.

7.2.3 No Conflict. This Agreement and the Closing Documents do not violate any provision of any agreement, obligation, or court order, to which the AOC is a

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party or by which the AOC or any of its assets is subject or bound. Other than the PWB's approval of the Transfer of Title, no other action of any governmental agency or authority is required for, and the AOC has no actual knowledge of, any Law in effect that would prohibit, the AOC's execution, delivery, or performance of its obligations under this Agreement or the Closing Documents.

8. INDEMNITIES

8.1 AOC's Indemnities. The AOC indemnifies, defends, and holds harmless, the County Parties against all Indemnified Loss asserted against the County Parties, arising out of the following, except (1) to the extent that the Indemnified Loss arises out of the negligence or willful misconduct of any of the County Parties; and (2) this indemnification obligation cannot apply to Indemnified Loss arising from the County Parties' performance on or after the Responsibility Transfer Date of their obligations, if any, with respect to the Court Facility or any Tangible Personal Property under this Agreement, the Closing Documents, or any other agreement:

8.1.1 Representations and Warranties. Any breach of or inaccuracy in the AOC's representations and warranties contained in Section 7.2 of this Agreement or in the Closing Documents; and

8.1.2 AOC Responsibilities. Any event occurring on or after the Responsibility Transfer Date, or which is otherwise attributable to the time from and after the Responsibility Transfer Date, arising from or related to the AOC's possession, operation, management, maintenance, and repair of or responsibility for, the Property on and after the Responsibility Transfer Date. This indemnity cannot be deemed or construed to limit or diminish the State Parties' obligations contained in any agreement between County and any State Party, or that are otherwise required by Law, which are required or permitted to be performed prior to the Responsibility Transfer Date.

8.2 County's Indemnities. The County indemnifies, defends, and holds harmless the State Parties, against all Indemnified Loss asserted against the State Parties, arising out of the following, except: (1) to the extent that the Indemnified Loss arises out of the negligence or willful misconduct of the State Parties; and (2) this indemnification obligation cannot apply to Indemnified Loss arising from the State Parties' performance on or before the Responsibility Transfer Date of their obligations, if any, with respect to the Court Facility or any Tangible Personal Property under this Agreement, the Closing Documents, or any other agreement:

8.2.1 Obligations. Any breach by a County Party of its obligations set forth in this Agreement or the Closing Documents;

8.2.2 Representations and Warranties. Any breach of or inaccuracy in the County's representations and warranties contained in Section 7.1 of this Agreement or in the Closing Documents;

8.2.3 County Responsibilities. Any event occurring before the Title Transfer Date, or which is otherwise attributable to the time prior to the Title Transfer Date, related to the County's ownership, possession, operation, management, maintenance, repair of, or responsibility for, the Real Property. This indemnity cannot be deemed or construed to limit or diminish the County Parties' obligations contained in any agreement between AOC and County Parties, or that are otherwise required by Law, which are required or permitted to be performed after the Responsibility Transfer Date; and

8.2.4 CERCLA. Under § 70393(d) of the Act, any liability imposed on the State Parties pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), ("CERCLA") or related provisions, related to the Leasehold Interest with respect to any condition that existed at the time of the Closing.

Nothing in this Agreement will in any manner be deemed or construed as an admission by the County to any third party that the County has any obligation, responsibility, or liability of any kind or nature whatsoever as to the environmental condition of the Building under CERCLA or any other Environmental Law, except that the County confirms that this provision does not alter, diminish, or negate the County's obligation to indemnify the State Parties in accordance with the terms of this Section 8.2.4 and § 70393(d) of the Act.

9. RIGHT TO AUDIT

The County will maintain all records relating to the County Facilities Payment due and owing from the County under the Act, according to the time limits contained in the Instructions for calculation of the County Facilities Payment. The County will also maintain an accounting system, supporting fiscal records and agreements related to the Property, including the Property Disclosure Documents, adequate to ensure that all claims and disputes arising under this Agreement and the Closing Documents can be resolved in accordance with the requirements of this Agreement and the Act. The County will also maintain records relating to all receipts and expenditures from: (1) the local courthouse construction fund established under Government Code § 76100, which the AOC has the right to audit under § 70391(d)(1) of the Act; and (2) any Criminal Justice Facilities Construction Fund established by the County's Board of Supervisors under California Government Code § 76101. The County will provide to the AOC, or its designated representative or consultant, copies of, or access to, these records and supporting documents for inspection and audit at any reasonable time for a period of 5 years following the Responsibility Transfer Date.

10. NOTICE AND CURE

Upon a Party's breach or default of any provision of this Agreement, the non-defaulting Party will provide written notice to the defaulting Party of the breach or default ("**Default Notice**"). Upon receipt of the Default Notice, the defaulting Party will have 30 calendar days to cure the breach or default described in the Default Notice and to provide evidence of that cure to the non-defaulting Party. If the breach or default is not capable of cure within the 30 calendar day period, then no breach or default can be deemed to have occurred by reason of the failure to cure so long as the defaulting Party promptly begins and diligently and continuously performs the cure to completion within a reasonable time period, not to exceed 90 calendar days from commencement of the cure ("**Cure Period**"). If the defaulting Party does not provide evidence of the cure to the non-defaulting Party within the Cure Period, then the defaulting Party will be deemed to have committed an "**Event of Default**," and the non-defaulting Party will have the right, but not the obligation, to pursue its rights with respect to resolution of disputes arising under this Agreement pursuant to Section 11 of this Agreement. The Parties may at any time mutually agree to commence the dispute resolution procedures set forth in Section 11 of this Agreement before the end of the Cure Period.

11. DISPUTE RESOLUTION

11.1 Mediation. In the event of a dispute between the Parties relating to performance of the Parties' obligations under this Agreement, or any aspect of the Transfer transactions contemplated in this Agreement, if the Parties are not able to resolve their dispute within 30 calendar days through unassisted negotiation, they will attempt to resolve the dispute by mediation as set forth in this Section 11.1. If the dispute concerns a matter within the jurisdiction of the Court Facilities Dispute Resolution Committee ("**CFDRC**"), established by § 70303 of the Act, the Parties must first mediate the dispute before either Party may commence a dispute resolution proceeding before the CFDRC.

11.1.1 Initiation of Mediation. Either or both of the Parties may request the initiation of mediation for any dispute described in Section 11.1, whether or not the dispute falls within the CFDRC's jurisdiction, by delivering a written request for mediation ("**Mediation Request**") to the other Party. The Mediation Request must (1) include a brief summary of the issues in dispute, (2) state the dates on which the requesting Party is unavailable to attend the mediation within the immediately-succeeding 90 calendar days after the delivery to the other Party of the Mediation Request, and (3) list at least 3 neutral mediators who are acceptable to the requesting Party for mediation of the dispute. Within 5 business days after the requesting Party's delivery of a Mediation Request to the other Party, the responding Party must deliver to the requesting Party a response to the Mediation Request ("**Mediation Response**"), which must: (a) include a brief summary of the issues in dispute (which may or may not be the same as the summary provided by the requesting Party); (b) state the dates on

Court Facility: #10-G1

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which the responding Party is unavailable to attend the mediation within the 85 calendar days immediately following the requesting Party's receipt of the Mediation Response; and (c) state whether any of the neutral mediators listed in the Mediation Request are acceptable to the responding Party and, if none are, then the Mediation Response must list at least 3 neutral mediators who are acceptable to the responding Party.

11.1.2 Selection of Mediator. Within 10 calendar days after delivery to the requesting Party of the Mediation Response, the Parties will attempt in good faith to agree upon a neutral mediator to preside over the mediation. If the Parties are not able to agree upon a neutral mediator within 10 calendar days after delivery to the requesting Party of the Mediation Response, the Parties must apply to the CFDRC for selection of a neutral mediator to mediate the dispute. The Parties' application to the CFDRC must be filed in accordance with the regulations and rules adopted by the CFDRC under the Act ("**CFDRC Regulations**") and must include copies of the Mediation Request and the Mediation Response. The mediator must be a person knowledgeable in the provisions of the Act and with a reasonable degree of experience and expertise with the Transfers contemplated in the Act. The mediator must have no current or prior involvement with either Party in the negotiations between the Parties related to the Act or any of the court facility transfers provided for in the Act, and will discharge his or her duties impartially and as a neutral, independent participant to the mediation process to assist the Parties to achieve a settlement and compromise of their dispute, taking into consideration the relevant facts, applicable Law and the pertinent provisions of any relevant agreement between the Parties. The selection of a mediator by the CFDRC will be final and binding on the Parties.

11.1.3 Cost of Mediation. The Parties will share equally in payment of all costs of the mediation, including the compensation of the mediator. The Parties and the mediator must reach a written agreement regarding the mediator's compensation and expenses before the mediation is commenced.

11.1.4 Date, Time, and Place of Mediation. In consultation with the Parties, the mediator will fix the date, time, and place of each mediation session. The mediation may be held at any convenient location agreeable to the Parties and the mediator. Mediation must be completed within 90 calendar days after the requesting Party's delivery to the responding Party of the Mediation Request.

11.1.5 Attendance at Mediation. Both Parties must attend the mediation session(s). The Parties may satisfy this attendance requirement by sending a representative familiar with the facts of the dispute, who has the authority to negotiate on behalf of, and to effectively recommend settlement to, the governmental entity he or she represents. Any Party to the mediation may have the assistance of an attorney or other representative of its choice, at its own cost. Other persons may attend the mediation sessions only with the consent of the Parties and the mediator.

11.1.6 Statements Before Mediation. The mediator will determine the manner in which the issues in dispute will be framed and addressed. The Parties should expect that the mediator will request a premediation statement outlining facts, issues, and positions of each Party ("**Premediation Statement**") in advance of the mediation session. At the discretion of the mediator, the Premediation Statements or other information may be mutually exchanged by the Parties.

11.1.7 Confidentiality. The mediation will be confidential in all respects, and the provisions of California Evidence Code sections 1152 and 1154 will apply to all written and verbal evidence presented in the mediation and to settlement communications made in the Premediation Statement, during the mediation itself, or otherwise in furtherance of or related to the mediation or the settlement of the dispute. The Premediation Statements will be confidential, for settlement purposes only, and will not be admissible in any hearing before the CFDRC or for any purpose other than for the mediation. Without limiting the foregoing, the provisions of California Evidence Code sections 1115 through 1128, inclusive, will apply in connection with any mediation under this Agreement.

11.2 Referral to Court Facilities Dispute Resolution Committee. After compliance with the terms for mediation provided in Section 11.1, any unresolved dispute involving any of the matters set forth in §§ 70303(c)(1) through (5) of the Act will be referred to the CFDRC for hearing and recommendation to the Director of Finance, as contemplated in the Act and in accordance with the CFDRC Regulations.

12. NOTICES

Any notice or communication required to be sent to a Party under this Agreement must be sent in writing by personal delivery (including overnight courier service), certified U.S. mail, postage prepaid and with return receipt requested, or facsimile transmission, sent during regular business hours of the recipient, to the Parties at their addresses or fax numbers indicated below. Routine exchange of information may be conducted via telephone, facsimile, or electronic means, including e-mail.

If to the AOC:	Administrative Office of the Courts Attention: Assistant Director, Real Estate and Facility Management, Office of Court Construction and Management 455 Golden Gate Avenue San Francisco, CA 94102-3688
----------------	--

With a copy to:	Administrative Office of the Courts Office of Court Construction and Management Attention: Manager, Real Estate Unit 455 Golden Gate Avenue
-----------------	--

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San Francisco, CA 94102-3688

In addition, all audit requests and notices by the County relating to termination of this Agreement or an alleged breach or default by the AOC of this Agreement or a Closing Document must also be sent to:

Administrative Office of the Courts
Attention: Senior Manager, Business Services
455 Golden Gate Avenue
San Francisco, CA 94102-3688

If to the County: County of Fresno
Attention: County Administrative Officer
2281 Tulare Street, Room 304
Fresno, CA 93721

With a copy to: County of Fresno
Office of the County Counsel
2220 Tulare Street, Fifth Floor
Fresno, CA 93721

A Party may change its address for notice under this Agreement by giving notice to the other Party in the manner provided in this section 11.2. Any notice or communication sent under this section 11.2 will be deemed to have been duly given as follows: (1) if by personal delivery, on the date actually received by the addressee or its representative at the address provided above, or (2) if sent by certified U.S. mail, return receipt requested, on the first business day that is at least three calendar days after the date deposited in the U.S. Mail, or (3) if sent by facsimile transmission, upon electronic confirmation of good receipt by the receiving facsimile machine except that facsimile notice received after normal business hours of the recipient will be deemed received at 9:00 a.m. on the first business day after the date on which the facsimile notice was confirmed electronically.

13. SURVIVAL OF TERMS AND PROVISIONS

The following sections of this Agreement will survive the Transfer, and will remain in full force and effect: 3, 4.2, 4.3, 5.1.4, 5.1.5, 5.2.2, 5.2.4, 6, 7, 8, 9, 10, 11, 12, 13, and 14. All other rights and duties hereunder will cease upon the Closing. In the event of the termination of this Agreement, all documents, other tangible objects, and information containing or representing confidential or proprietary information which have been disclosed by one Party to the other, and all copies which are in the possession or under the control of the other Party will be and remain the property of the Party that disclosed the documents, objects, and information, and all those documents and other

tangible objects will be promptly returned to the Party that disclosed them at that Party's written request.

14. MISCELLANEOUS

14.1 Amendments. This Agreement may be amended only by written agreement signed by both of the Parties.

14.2 Waivers. No waiver of any provision of this Agreement will be valid unless it is in writing and signed by both Parties. Waiver by either Party at any time of any breach of this Agreement cannot be deemed a waiver of or a consent to a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or another provision of this Agreement. If a Party's action requires the consent or approval of the other Party, that consent or approval on any one occasion cannot be deemed a consent to or approval of that action on any subsequent occasion or a consent or approval of any other action.

14.3 Force Majeure. Neither Party will be responsible for performance under this Agreement to the extent performance is prevented, hindered, or delayed by fire, flood, earthquake, elements of nature, acts of God, acts of war (declared and undeclared), riots, rebellions, revolutions, or terrorism, whether foreseeable or unforeseeable.

14.4 Assignment. Neither Party may assign this Agreement in whole or in part, whether by operation of law or otherwise, to any other entity, agency, or person without the prior written consent of the other Party. Even if that consent is given, any assignment made in contravention of any Law will be void and of no effect.

14.5 Binding Effect. This Agreement binds the Parties and their permitted successors and assigns.

14.6 Third Parties Benefited. The Court is an intended beneficiary of all provisions of this Agreement and the Closing Documents for the benefit of the AOC.

14.7 Governing Law. This Agreement, and the Parties' performance under this Agreement, will be exclusively governed by the laws of the State without regard to its conflict of law provisions

14.8 Construction. The headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement. The words "hereof," "herein," and "hereunder," and other words of similar import, refer to this Agreement as a whole and not to any subdivision contained in this Agreement. This Agreement and the Closing Documents will not be construed against any Party as the principal draftsman. The words "include" and "including" when used are not exclusive and mean "include, but are not limited to" and "including but not limited to," respectively.

14.9 Integration; Amendments. This Agreement and the Closing Documents executed by the Parties contain the entire agreement of the Parties with respect to the Transfer, and supersede all previous communications, representations, understandings, and agreements, whether verbal, written, express, or implied, between the Parties.

14.10 Capitalized Terms. The capitalized terms used in this Agreement have the meanings ascribed to them in this Agreement.

14.11 Incorporation By Reference. The factual recitals and Exhibits contained in or attached to this Agreement are all incorporated into and made a part of this Agreement for all purposes, and all references to this Agreement in any of the recitals or Exhibits will be deemed to include the entirety of this Agreement.

14.12 Severability. If any term of this Agreement is inconsistent with applicable Law, then upon the request of either Party, the Parties will promptly meet and confer to determine how to amend the inconsistent term in a manner consistent with Law, but all parts of this Agreement not affected by the inconsistency will remain in full force and effect.

14.13 Further Assurances. The Parties will cooperate reasonably and in good faith with one another to consummate the Transfer in a manner consistent with this Agreement, the Closing Documents, and the Act, and will sign any further agreements and perform any additional acts that may be reasonably necessary to carry out the purposes and intent of this Agreement, the Closing Documents, and the Act.

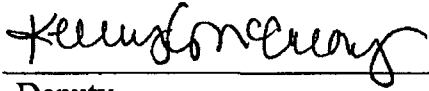
(SIGNATURE PAGE TO IMMEDIATELY FOLLOW)

I agree to the terms of this Agreement.

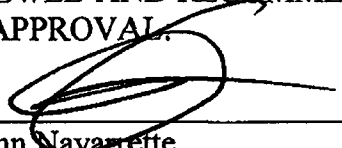
APPROVED AS TO FORM:
Administrative Office Of The Courts,
Office Of The General Counsel

By: 
Name: Leslie G. Miessner
Title: Attorney
Date: 12/12/08

ATTEST:
Bernice E. Seidel, Clerk to the Board

By: 
Deputy

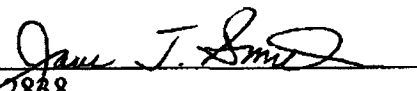
REVIEWED AND RECOMMENDED
FOR APPROVAL.

By: 
John Navarrette,
Interim County Administrative Officer

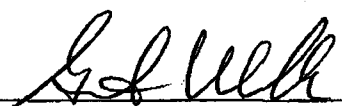
APPROVED AS TO ACCOUNTING
FORM:
Vicki Crow, CPA, Auditor-Controller/
Treasurer-Tax Collector

By: 

APPROVED AS TO LEGAL FORM:
Janelle Kelley, Interim County Counsel

By: 
ORG 2888
ACCT 7885

JUDICIAL COUNCIL OF CALIFORNIA,
ADMINISTRATIVE OFFICE OF THE
COURTS

By: 
Name: Grant Walker
Title: Senior Manager, Business Services
Date: 12/12/08

COUNTY OF FRESNO, a political
subdivision of the State of California

By: 
Name: Henry R. Perea
Title: Chairman, Board of Supervisors
Date: DEC 16 2008

EXHIBITS

Exhibit "A" – Legal Description of Larger Parcel That Includes the Land

Exhibit "A-1" – Depiction of the Land

Exhibit "B" – Copy of Maintenance Agreement

Exhibit "C" – Form of Grant Deed

Exhibit "D" – Intentionally Omitted

Exhibit "E" – Form of Assignment of Maintenance Agreement

Exhibit "F" – Intentionally Omitted

Exhibit "G" – Copy of Site Plan

Exhibit "H" – Depiction of Court Parking

Exhibit "I" – Intentionally Omitted

Exhibit "J" – Categories of Property Disclosure Documents

Exhibit "K" – List of Service Contracts and Approved Service Contracts

EXHIBIT "A"**LEGAL DESCRIPTION OF LARGER PARCEL
THAT INCLUDES THE LAND**

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

City of Clovis

A portion of the Town of East Clovis, according to the map thereof recorded in Book 2 Page 47 of Record of Surveys, Fresno County Records, described as follows:

Beginning at the Southwest corner of Block 25 of said Town of East Clovis; thence Northerly along the west line of said Block 25, 199.00 feet; thence North 90°00'00" West along a line parallel to the North right of way line of Fifth Street as shown on said map of the Town of East Clovis, 29.00 feet to the True Point Of Beginning; thence along the following courses:

1. South 45° 00' 00" West, 145.66 feet
2. North 45° 00' 00" West, 115.00 feet
3. North 45° 00' 00" East, 165.00 feet
4. South 45° 00' 00" East, 95.66 feet
5. South 00° 00' 00" East, 27.35 feet

to the True Point Of Beginning.

APN: 492-040-13T

A-1

Court Facility: #10-G1
Owned-Exclusive (TOR/TOT)
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EXHIBIT "A-1"
DEPICTION OF THE LAND

A-1
Page 1

Court Facility: #10-G1
Owned-Exclusive (TOR/TOT)
IMANDB/1287360v5

EXHIBIT A-1
Depiction of Land

AGENDA ITEM NO. 2.



EXHIBIT "B"
COPY OF MAINTENANCE AGREEMENT

(SEE ATTACHED)

B-1

Court Facility: #10-G1
Owned-Exclusive (TOR/TOT)
IMANDB/1287360v5

1 JOINT POWERS AGREEMENT BETWEEN THE CITY OF CLOVIS AND FRESNO COUNTY RE SERVICES
2 FOR THE CLOVIS BRANCH, FRESNO SUPERIOR COURT
3

4 THIS JOINT POWERS AGREEMENT BETWEEN THE CITY OF CLOVIS AND FRESNO COUNTY
5 RE SERVICES FOR THE CLOVIS BRANCH, FRESNO SUPERIOR COURT ("Agreement") is made and
6 entered into this ____ day of _____, 2008, by and between the CITY OF CLOVIS, a municipal
7 corporation ("CITY") and the COUNTY OF FRESNO, a political subdivision of the State of California
8 ("COUNTY"):

9 WHEREAS, CITY and COUNTY constructed a Civic Center under a Joint Powers Agreement dated
10 December 3, 1974 ("Civic Center JPA"), which included a Public Library ("Library"); and

11 WHEREAS, by amendment to the Civic Center JPA, dated June 23, 1980, CITY conveyed to
12 COUNTY additional real property at the Civic Center site for construction of a Court Building ("Court"), which
13 was then built and added by the COUNTY to the Civic Center facilities; and

14 WHEREAS, the Civic Center JPA stipulated that a joint powers agreement be entered into by the
15 CITY and COUNTY providing for the maintenance and repair of the Civic Center facilities, including, but not
16 limited to, apportionment of the cost of utilities and maintenance of the grounds, such agreement being
17 entered into on February 15, 1977 ("Civic Center Facilities Maintenance Agreement") and first amended on
18 January 5, 1982 to take into account the addition of the Court Building to the Civic Center facilities; and

19 WHEREAS, the CITY and COUNTY, are both public agencies, as defined in section 6500 of the
20 Government Code of the State of California, and each is authorized by law to enter into joint powers
21 agreements; and

22 WHEREAS, pursuant to the Trial Court Facilities Act of 2002 (Government Code section 70310 et
23 seq.) (the "Act") which purpose is to transfer responsibility for trial court funding and operation from the
24 counties to the state, the CITY and COUNTY desire to enter into this new Agreement to set forth the parties'
25 respective rights, responsibilities and obligations attributable to the maintenance of the Court building
26 facilities, such that COUNTY may hereafter assign all such rights, responsibilities and obligations hereunder
27 to the Judicial Council of California, Administrative Office of the Courts (the "AOC") in furtherance of the Act;

28 and

1 WHEREAS, City and County further desire and intend to concurrently enter into an amendment to
2 the Civic Center Facilities Maintenance Agreement so as to delete all reference to apportionment of costs
3 related to the Court facility therefrom.

4 NOW, THEREFORE, CITY AND COUNTY AGREE AS FOLLOWS:

5 1. CITY and COUNTY shall apportion the cost of landscape maintenance and parking lot
6 maintenance as follows:

7 (a) COUNTY shall be responsible for the cost of landscape maintenance at the rate of
8 31.4% for the Court (determined by the ratio of the Court's landscape area of 42,955 to
9 the total landscape area of 136,805) of CITY'S cost of direct labor, indirect labor, and
supplies and materials. The apportionment of all such costs attributable to the Library
shall be governed by the Civic Center Facilities Maintenance Agreement, as amended.

10 (1) Direct labor costs shall be the annual cost for a Senior Parks Maintenance Worker
and a Maintenance Worker at the middle step in CITY'S salary plan.

11 (2) Indirect labor costs shall be the cost of retirement, workman's compensation
insurance, unemployment insurance, health insurance, and uniforms supplied by
CITY.

12 (3) Supplies and Materials shall be those supplies and materials directly related to
13 maintenance and upkeep of the Civic Center landscaping, other than the Library's
or Court's portion.

14 (b) The COUNTY will reimburse the CITY for any reasonable direct materials and/or supply
costs incurred in landscaping maintenance on the Court's portion.

15 (c) The COUNTY has paid for 40 parking spaces for the Court Building. COUNTY shall pay
16 any reasonable cost for maintenance of the 40 Court spaces. Maintenance costs
include, but are not limited to sweeping, asphalt sealing, overlays, and reconstruction.

17 2. In that the buildings are an integrated part of the Civic Center Complex, it is agreed that it is in the
18 mutual interest and obligation of each party that the buildings be properly maintained so as not to detract
19 from the integrity of the Civic Center design. COUNTY is responsible for the interior and exterior
20 maintenance of the Court building, except for any specific prorations of maintenance and materials
21 elsewhere in this Agreement. In a like manner, CITY is responsible for the general maintenance of the
22 remainder of the Civic Center Complex, with the exception of the Library. Responsibility for the interior and
23 exterior maintenance of the Library building shall be governed by the Civic Center Facilities Maintenance
24 Agreement, as amended. Should either party fail to maintain the exterior portions of their building to the
25 satisfaction of the other party, the dissatisfied party shall, through the City Manager or County Administrative
26 Officer, bring this matter to the attention of the Board of Supervisors or City Council.

27 3. The CITY shall submit an itemized bill to COUNTY for its share of costs attributable to the Court
28 facility at the end of each calendar quarter. COUNTY shall reimburse the CITY within 30 days of receipt of

1 an invoice for such costs.

2 4. The CITY shall keep complete records of the costs provided for herein. Duly authorized
3 representatives of the COUNTY shall be given reasonable access to these records for purpose of audit.

4 5. CITY hereby consents to the future assignment by COUNTY of all of COUNTY'S rights,
5 responsibilities and obligations under this Agreement to the AOC in furtherance of the Act.

6 6. This Agreement supersedes all prior agreements and understandings between the parties with
7 respect to the parties' respective rights, responsibilities and obligations attributable to the maintenance of the
8 Court building facilities and shall continue in force until terminated or modified by mutual written agreement
9 of the parties, provided that either party may terminate the Agreement twelve (12) months after written notice
10 to the other party.

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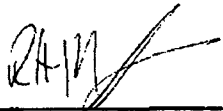
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28 ////

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the
day and year first hereinabove written.

CITY OF CLOVIS

COUNTY OF FRESNO

BY: 
Bob Whalen, Mayor

BY: _____
Henry Perea, Chairman
Board of Supervisors

ATTEST

APPROVED AS TO LEGAL FORM:

Janelle Kelley
Interim County Counsel

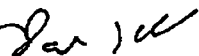
BY: 
Tina Sumner, Interim City Clerk

BY: _____

APPROVED AS TO FORM:

APPROVED AS TO ACCOUNTING FORM:

Vicki Crow, Auditor-Controller/Treasurer-Tax
Collector

BY: 
David J. Wolfe, City Attorney

BY: _____

REVIEWED AND RECOMMENDED FOR
APPROVAL:

BY: _____
John Navarrette
Interim County Administrative Officer

EXHIBIT "C"**FORM OF GRANT DEED**

WHEN RECORDED MAIL TO	
Judicial Council of California Administrative Office of the Courts 455 Golden Gate Avenue San Francisco, CA 94102 Attn: Melvin Kennedy, Managing Attorney, Office of the General Counsel	

OFFICIAL STATE BUSINESS – EXEMPT FROM RECORDING FEES
PURSUANT TO GOV'T. CODE SECTION 27383 AND
DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND
TAXATION CODE SECTION 11922

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

GRANT DEED	Agency: Judicial Council of California Project: Clovis Courthouse, #10-G1
APN(S): 492-040-13T; County of Fresno	
COUNTY OF FRESNO hereby GRANTS to THE STATE OF CALIFORNIA, on behalf of THE JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS, the following described real property situated in the State of California, County of Fresno, described as follows: See Exhibit "A" consisting of one (1) page attached hereto and by this reference made a part hereof. Dated: _____, 200__	
	GRANTOR: COUNTY OF FRESNO, a political subdivision of the State of California By: _____ Name: _____ Title: Chair, Board of Supervisors

C-1

Court Facility: #10-G1
Owned-Exclusive (TOR/TOT)
IMANDB/1287360v5

**EXHIBIT "A" TO GRANT DEED
LEGAL DESCRIPTION OF THE LAND**

C-2

Court Facility: #10-G1
Owned-Exclusive (TOR/TOT)
IMANDB/1287360v5

COUNTY ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF FRESNO

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 and official seal.

Signature _____ (Seal)

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Court Facility: #10-G1
Owned-Exclusive (TOR/TOT)
IMANDB/1287360v5

EXHIBIT “D”
INTENTIONALLY OMITTED

D-1

Court Facility: #10-G1
Owned-Exclusive (TOR/TOT)
IMANDB/1287360v5

EXHIBIT "E"**FORM OF ASSIGNMENT AND ASSUMPTION OF MAINTENANCE AGREEMENT**

This Assignment and Assumption of Maintenance Agreement ("**Assignment of Maintenance Agreement**") is made as of _____, by and between the County of Fresno, a political subdivision of the State of California ("**County**"), and the Judicial Council of California, Administrative Office of the Courts ("**AOC**"), collectively referred to in this agreement as "the parties", with reference to the following facts:

RECITALS

A. The County and the City of Clovis ("**City**"), previously entered into that certain Agreement Between the City of Clovis and Fresno County Re Services for the Clovis Branch, Fresno Superior Court, dated as of _____ (the "**Maintenance Agreement**"), pursuant to which the County and City have allocated between themselves certain landscaping and parking area maintenance obligations relating to certain portions of the Clovis Civic Center Complex, as more particularly described therein. A true, correct, and complete copy of the Maintenance Agreement is attached as **Attachment 1** to this Assignment of Maintenance Agreement.

B. Pursuant to the Trial Court Facilities Act of 2002 (Government Code § 70301 *et seq.*) (the "**Act**"), the County desires to assign, delegate, transfer, convey, and relinquish to the AOC all of the County's right, title, and interest in, to, and under the Maintenance Agreement, pursuant to that certain Transfer Agreement For The Transfer of Responsibility For Court Facility between the AOC and the County, dated _____ (the "**Agreement**"), which Agreement provides for, among other things, the transfer from the County to the AOC of the County's right, title, and interest in, to, and under the Maintenance Agreement.

C. The AOC desires to accept the assignment and assume all of the County's duties and obligations under the Maintenance Agreement.

NOW, THEREFORE, in consideration of the mutual covenants of the parties herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment by County. The County hereby fully and forever assigns, transfers, conveys, and relinquishes to the AOC, to the fullest extent assignable and permitted by law, all right, title, and interest of the County in, to, and under the Maintenance Agreement (the "**Assignment**").

E-1

Court Facility: #10-G1
Owned-Exclusive (TOR/TOT)
IMANDB/1287360v5

2. Acceptance and Assumption by AOC. The AOC hereby accepts the Assignment, and assumes and agrees to perform all duties and obligations of the County arising under the Maintenance Agreement from and after the Effective Date of the Assignment. The Parties hereby agree that the County shall remain responsible to perform all duties and obligations of the County arising under the Maintenance Agreement prior to the Effective Date, including without limitation County's responsibility for payment of charges and fees for landscape and parking maintenance incurred under the terms of the Maintenance Agreement prior to the Effective Date.

3. Effective Date. The effective date of the Assignment shall be the date of the Closing Date, as defined in the Agreement ("Effective Date"). The Assignment shall be of no force or effect unless and until the Closing occurs pursuant to the Agreement.

4. County's Representations and Warranties.

4.1. The County represents and warrants that the copy of the Maintenance Agreement attached as **Attachment 1** is a true and complete copy of the Maintenance Agreement as currently in effect and that there exist no other written or oral agreements or amendments to the Maintenance Agreement affecting the County's rights under the Maintenance Agreement, except as otherwise set forth herein.

4.2. The County represents and warrants that the Maintenance Agreement is in full force and effect and no defaults exist under the Maintenance Agreement, nor any acts or events which, with the passage of time or giving of notice or both, could become defaults.

5. Governing Law. This Assignment of Maintenance Agreement is made and entered into in the State of California and shall be interpreted, construed, and enforced in accordance with the laws of the State of California without resort to choice of law principles.

6. Binding Effect. This Assignment of Maintenance Agreement shall apply to, bind, and inure to the benefit of the parties, and their respective heirs, legal representatives, successors, and assigns.

7. Counterparts. This Assignment of Maintenance Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall together constitute one instrument.

8. No Other Modifications. All of the rights, duties, and obligations of the AOC and the County shall be and remain in full force and effect as and to the extent provided for in the Agreement notwithstanding the occurrence of the Effective Date of the Assignment provided for herein.

E-2

IN WITNESS WHEREOF, this Assignment of Maintenance Agreement has been executed as of the date first above written.

APPROVED AS TO FORM:
Administrative Office Of The Courts,
Office Of The General Counsel

**JUDICIAL COUNCIL OF
CALIFORNIA, ADMINISTRATIVE
OFFICE OF THE COURTS**

By: _____
Name: Leslie G. Miessner
Title: Attorney
Date: _____

By: _____
Name: Grant Walker
Title: Senior Manager, Business Services
Date: _____

ATTEST:
Bernice E. Seidel, Clerk to the Board

**COUNTY OF FRESNO, a political
subdivision of the State of California**

By: _____
Deputy

By: _____
Name: Henry R. Perea
Title: Chairman, Board of Supervisors
Date: _____

REVIEWED AND RECOMMENDED
FOR APPROVAL:

By: _____
John Navarrette,
Interim County Administrative Officer

APPROVED AS TO ACCOUNTING
FORM:
Vicki Crow, CPA, Auditor-Controller/
Treasurer-Tax Collector

By: _____

APPROVED AS TO LEGAL FORM:
Janelle Kelley, Interim County Counsel

By: _____
ORG 2838
ACCT 7885

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Court Facility: #10-G1
Owned-Exclusive (TOR/TOT)
IMANDB/1287360v5

ATTACHMENT 1 TO EXHIBIT "E"
COPY OF MAINTENANCE AGREEMENT

(SEE ATTACHED)

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Court Facility: #10-G1
Owned-Exclusive (TOR/TOT)
IMANDB/1287360v5

1 JOINT POWERS AGREEMENT BETWEEN THE CITY OF CLOVIS AND FRESNO COUNTY RE SERVICES
2 FOR THE CLOVIS BRANCH, FRESNO SUPERIOR COURT
3

4 THIS JOINT POWERS AGREEMENT BETWEEN THE CITY OF CLOVIS AND FRESNO COUNTY
5 RE SERVICES FOR THE CLOVIS BRANCH, FRESNO SUPERIOR COURT ("Agreement") is made and
6 entered into this ____ day of _____, 2008, by and between the CITY OF CLOVIS, a municipal
7 corporation ("CITY") and the COUNTY OF FRESNO, a political subdivision of the State of California
8 ("COUNTY");

9 WHEREAS, CITY and COUNTY constructed a Civic Center under a Joint Powers Agreement dated
10 December 3, 1974 ("Civic Center JPA"), which included a Public Library ("Library"); and

11 WHEREAS, by amendment to the Civic Center JPA, dated June 23, 1980, CITY conveyed to
12 COUNTY additional real property at the Civic Center site for construction of a Court Building ("Court"), which
13 was then built and added by the COUNTY to the Civic Center facilities; and

14 WHEREAS, the Civic Center JPA stipulated that a joint powers agreement be entered into by the
15 CITY and COUNTY providing for the maintenance and repair of the Civic Center facilities, including, but not
16 limited to, apportionment of the cost of utilities and maintenance of the grounds, such agreement being
17 entered into on February 15, 1977 ("Civic Center Facilities Maintenance Agreement") and first amended on
18 January 5, 1982 to take into account the addition of the Court Building to the Civic Center facilities; and

19 WHEREAS, the CITY and COUNTY, are both public agencies, as defined in section 6500 of the
20 Government Code of the State of California, and each is authorized by law to enter into joint powers
21 agreements; and

22 WHEREAS, pursuant to the Trial Court Facilities Act of 2002 (Government Code section 70310 et
23 seq.) (the "Act") which purpose is to transfer responsibility for trial court funding and operation from the
24 counties to the state, the CITY and COUNTY desire to enter into this new Agreement to set forth the parties'
25 respective rights, responsibilities and obligations attributable to the maintenance of the Court building
26 facilities, such that COUNTY may hereafter assign all such rights, responsibilities and obligations hereunder
27 to the Judicial Council of California, Administrative Office of the Courts (the "AOC") in furtherance of the Act;

28 and

1 WHEREAS, City and County further desire and intend to concurrently enter into an amendment to
2 the Civic Center Facilities Maintenance Agreement so as to delete all reference to apportionment of costs
3 related to the Court facility therefrom.

4 NOW, THEREFORE, CITY AND COUNTY AGREE AS FOLLOWS:

5 1. CITY and COUNTY shall apportion the cost of landscape maintenance and parking lot
6 maintenance as follows:

7 (a) COUNTY shall be responsible for the cost of landscape maintenance at the rate of
8 31.4% for the Court (determined by the ratio of the Court's landscape area of 42,955 to
9 the total landscape area of 136,805) of CITY'S cost of direct labor, indirect labor, and
supplies and materials. The apportionment of all such costs attributable to the Library
shall be governed by the Civic Center Facilities Maintenance Agreement, as amended.

10 (1) Direct labor costs shall be the annual cost for a Senior Parks Maintenance Worker
and a Maintenance Worker at the middle step in CITY'S salary plan.

11 (2) Indirect labor costs shall be the cost of retirement, workman's compensation
insurance, unemployment insurance, health insurance, and uniforms supplied by
CITY.

12 (3) Supplies and Materials shall be those supplies and materials directly related to
13 maintenance and upkeep of the Civic Center landscaping, other than the Library's
or Court's portion.

14 (b) The COUNTY will reimburse the CITY for any reasonable direct materials and/or supply
costs incurred in landscaping maintenance on the Court's portion.

15 (c) The COUNTY has paid for 40 parking spaces for the Court Building. COUNTY shall pay
16 any reasonable cost for maintenance of the 40 Court spaces. Maintenance costs
include, but are not limited to sweeping, asphalt sealing, overlays, and reconstruction.

17 2. In that the buildings are an integrated part of the Civic Center Complex, it is agreed that it is in the
18 mutual interest and obligation of each party that the buildings be properly maintained so as not to detract
19 from the integrity of the Civic Center design. COUNTY is responsible for the interior and exterior
20 maintenance of the Court building, except for any specific prorations of maintenance and materials
21 elsewhere in this Agreement. In a like manner, CITY is responsible for the general maintenance of the
22 remainder of the Civic Center Complex, with the exception of the Library. Responsibility for the interior and
23 exterior maintenance of the Library building shall be governed by the Civic Center Facilities Maintenance
24 Agreement, as amended. Should either party fail to maintain the exterior portions of their building to the
25 satisfaction of the other party, the dissatisfied party shall, through the City Manager or County Administrative
26 Officer, bring this matter to the attention of the Board of Supervisors or City Council.

27 3. The CITY shall submit an itemized bill to COUNTY for its share of costs attributable to the Court
28 facility at the end of each calendar quarter. COUNTY shall reimburse the CITY within 30 days of receipt of

an invoice for such costs.

4. The CITY shall keep complete records of the costs provided for herein. Duly authorized representatives of the COUNTY shall be given reasonable access to these records for purpose of audit.

5. CITY hereby consents to the future assignment by COUNTY of all of COUNTY'S rights, responsibilities and obligations under this Agreement to the AOC in furtherance of the Act.

6. This Agreement supersedes all prior agreements and understandings between the parties with respect to the parties' respective rights, responsibilities and obligations attributable to the maintenance of the Court building facilities and shall continue in force until terminated or modified by mutual written agreement of the parties, provided that either party may terminate the Agreement twelve (12) months after written notice to the other party.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the
day and year first hereinabove written.

CITY OF CLOVIS

COUNTY OF FRESNO

BY: 
Bob Whalen, Mayor

BY: _____
Henry Perea, Chairman
Board of Supervisors

ATTEST

APPROVED AS TO LEGAL FORM:

Janelle Kelley
Interim County Counsel

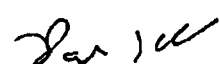
BY: 
Tina Sumner, Interim City Clerk

BY: _____

APPROVED AS TO FORM:

APPROVED AS TO ACCOUNTING FORM:

Vicki Crow, Auditor-Controller/Treasurer-Tax
Collector

BY: 
David J. Wolfe, City Attorney

BY: _____

REVIEWED AND RECOMMENDED FOR
APPROVAL:

BY: _____
John Navarrette
Interim County Administrative Officer

EXHIBIT "F"
INTENTIONALLY OMITTED

F-1

Court Facility: #10-G1
Owned-Exclusive (TOR/TOT)
IMANDB/1287360v5

EXHIBIT "G"
COPY OF SITE PLAN

G-1

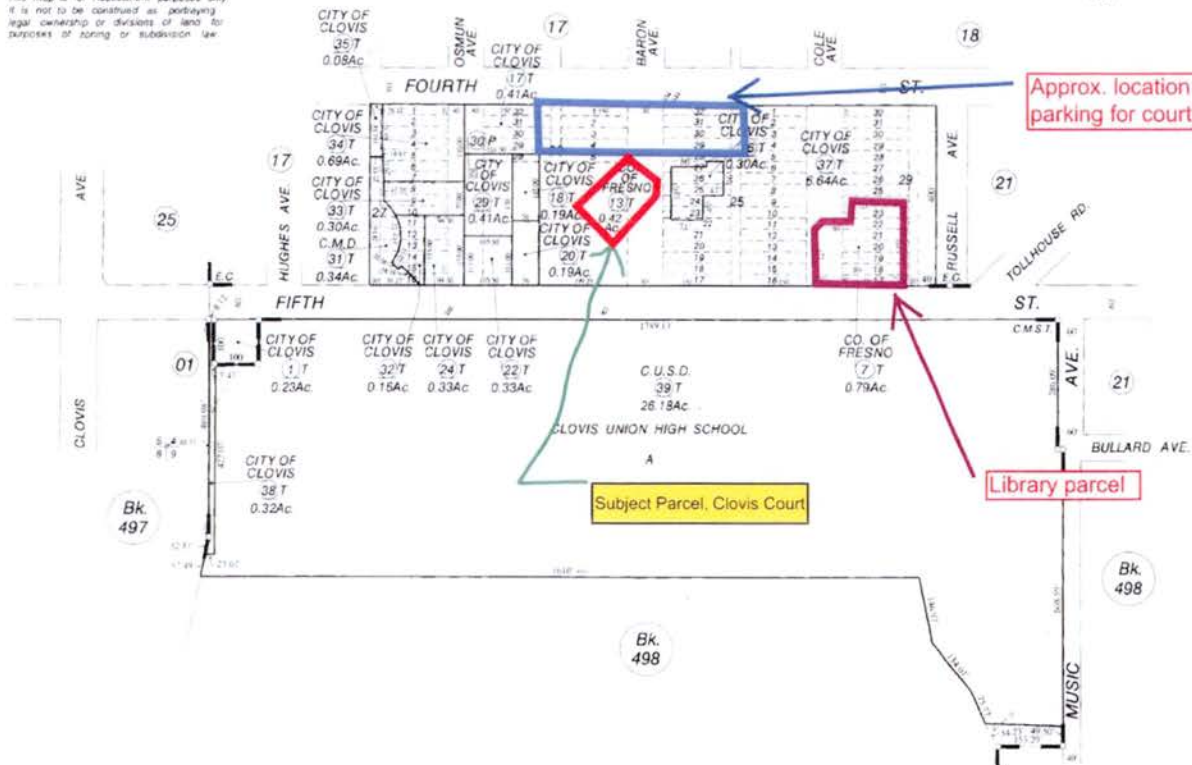
Court Facility: #10-G1
Owned-Exclusive (TOR/TOT)
IMANDB/1287360v5

NOTE
This map is for Assessment purposes only.
It is not to be construed as portraying
legal ownership or divisions of land for
purposes of zoning or subdivision law.

SUBDIVIDED LAND & POR. SEC'S. 4 & 9, T.13 S., R.21 E., M.D.B. & M.

Tax Rate Area
1-026

492-04



East Clovis - R.S. Bk.2, Pg.47
Clovis Mill Site Tract - Plat Bk.10, Pg.96

C.M.D. - CLOVIS MEMORIAL DISTRICT
NOTE - Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk.492 - Pg. 04
County of Fresno, Calif.

06-23-05

EXHIBIT “H”
DEPICTION OF COURT PARKING

H-1

Court Facility: #10-G1
Owned-Exclusive (TOR/TOT)
IMANDB/1287360v5

Exhibit H
Depiction of Parking

AGENDA ITEM NO. 2.



EXHIBIT "I"
INTENTIONALLY OMITTED

I-1

Court Facility: #10-G1
Owned-Exclusive (TOR/TOT)
IMANDB/1287360v5

EXHIBIT "J"**CATEGORIES OF PROPERTY DISCLOSURE DOCUMENTS**

- **Structural and Physical Condition.** Copies of all Material Agreements depicting, evidencing, discussing, or otherwise related to the structural and/or physical condition of the Real Property, including but not limited to the plans and specifications for the original planning, design, and construction of all or any part of the Real Property, and for any later additions to or structural modifications of the Real Property, structural or engineering assessments, reports, or notices related to any part of the Real Property, inspection reports, valuation reports, documents evidencing repairs or maintenance made to or required for any part of the Real Property, whether planned, started, completed, or deferred, and all other documents and information discussing, disclosing, or revealing any structural or physical condition of the Real Property;
- **Environmental.** Copies of all environmental assessments and reports containing information concerning the environmental condition of the Real Property, including but not limited to any Phase I or Phase II environmental site assessments, asbestos reports, radon, mold, methane gas, or other indoor air quality studies, environmental impact reports, endangered species investigations, biological assessments, negative declarations, mitigated negative declarations, remedial action plans, notices received from or correspondence with any federal, state, or local governmental bodies concerning any actual, potential, or threatened violations of any Environmental Laws in, on, under, emanating from, adjacent to, or actually or potentially affecting the Real Property, no further action letters, environmental covenants and restrictions, closure reports, contracts between the County and any consultant for any ongoing work to investigate, assess, remediate, or monitor any actual or potential environmental hazard on or emanating from the Real Property, permits, documents, and inspection reports related to underground storage tanks, written disclosures given by the County to, or received by the County from, any third party describing or discussing any environmental condition in, on, under, emanating from, or adjacent to the Real Property, and any other reports, studies, assessments, investigations, permits, licenses, correspondence, or documents evidencing, depicting, or describing the environmental condition of the Real Property;
- **Compliance with Laws.** Copies of all instruments, permits, certificates, and licenses evidencing the extent to which the Real Property is in compliance with Law, including but not limited to certificates of occupancy for the Building,

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Court Facility: #10-G1
 Owned-Exclusive (TOR/TOT)
 IMANDB/1287360v5

inspection certificates for any base Building systems for which the County is responsible, if any, including elevators, fire/life safety equipment, boilers, and emergency generators, and other base Building systems for which periodic inspection, permitting, or certification is required, a current license and certificate of registration for any motorized vehicles included in the Tangible Personal Property, any assessments, reports or analyses reflecting the status of compliance of the Real Property with the ADA, permits and approvals (to the extent required) for any ongoing capital improvements, and repair or maintenance projects (whether or not Pending Projects) being performed by or for the County, current and sufficient licenses for all software and other proprietary materials included within the Tangible Personal Property or Intangible Personal Property, notices from and correspondence with any third party concerning any actual or claimed violations of any Law related to the Real Property, and other documents, instruments, agreements, permits, licenses, and certificates in any way related to the status of the County's compliance with Law in respect of the Real Property;

- Intangible Personal Property. Copies of all documents creating, evidencing, or describing the Intangible Personal Property, a written description of the terms of any unwritten agreement or understanding with any third party under which the County has or claims a right in any Intangible Personal Property, including unwritten agreements or understandings concerning the provision of services, materials, supplies, warranties, guaranties, indemnification rights, or other rights of the County in respect of the Real Property; and copies of any notices to or from, and any correspondence with, any person or entity that is obligated to provide to the County, or from whom the County believes it is entitled to receive, an Intangible Personal Property right related to the Real Property;
- Damage, Destruction and Loss. Copies of all documents, correspondence, pictures, claims tendered under insurance policies, damage assessments, police reports, fire department reports, estimates, bids, or proposals for repair or replacement, agreements, and other materials describing, evidencing, depicting, or related to any casualty, event, or occurrence that resulted in damage to, or destruction, theft, or loss of, the Property where such damage, destruction or loss:
 - will not have been fully repaired or replaced by, and at the sole expense of, the County and/or the County's insurer, as of the Closing Date; or
 - is not fully insured, and the County's good faith estimate of the funds required to repair or replace the damage to, or destruction, theft, or loss of, the affected Property (net of the deductible amount on any applicable County insurance policy) is greater than Five Hundred Dollars (\$500.00);

J-2

- Condemnation. Copies of notices received by the County, and any correspondence between the County and any third party concerning, any actual or proposed condemnation or eminent domain proceedings, or any pending or proposed widening, modification, or realignment of any street or highway contiguous to the Real Property, that would or might, in either case, result in a taking of the Real Property, and copies of any claims, demands for mediation, arbitration, or other dispute resolution procedure, and causes of action or complaints received by the County in connection with any actual or proposed condemnation or eminent domain proceeding affecting the Real Property;
- Legal Proceedings. A reasonably-detailed written description of each Dispute, together with a description of the current status of each such Dispute, contact information for the attorney primarily representing the County in each Dispute (whether or not a County employee) and, to the extent specifically requested by the AOC, such other pleadings, correspondence, demands, briefs, settlement proposals, and other documents related to any Dispute;
- Miscellaneous Disclosures. Copies of any other documents, agreements, instruments, notices, correspondence, or other written materials that describe, depict, or relate to any other right, benefit, entitlement, liability, risk, condition, or circumstance affecting the Property, and reasonably-detailed written descriptions of any and all undocumented liabilities, risks, conditions, or circumstances affecting the Property, not otherwise specifically contemplated in this Exhibit; and
- Summary of Excluded Documents. A written list setting forth the title and general subject matter of the Excluded Documents that the County did not provide or otherwise make available to the AOC because they are subject to the attorney-client or attorney work product privileges or because the County is bound by a written confidentiality obligation that precludes the AOC's review and inspection.

EXHIBIT "K"**LIST OF SERVICE CONTRACTS AND
APPROVED SERVICE CONTRACTS**

Service Contracts (all of which are Approved Service Contracts):

- | | | |
|----|--|--------------------|
| 1. | Jorgensen & Co.
2691 S. East Avenue
Fresno, CA 93706 | Fire Extinguishers |
| 2. | Orkin
2590 N. Grove Industrial
Fresno, CA 93727 | Pest Control |
| 3. | Jerico Fire Protection Co
1380 N. Hulbert
Fresno, CA 93728 | Fire Sprinklers |

K-1

Court Facility: #10-G1
Owned-Exclusive (TOR/TOT)
IMANDB/1287360v5

PRELIMINARY REPORT



CHICAGO TITLE COMPANY

PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.*

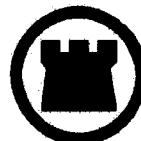
The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Attachment One. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the Policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The Policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a Nebraska corporation.

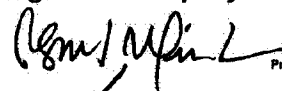
Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.



Chicago Title Company

BY



President

ATTEST



Secretary

Visit Us on our Website: www.ctic.com

Chicago Title Company

ISSUING OFFICE: 2510 S. East Avenue, Suite 600 • Fresno, CA 93706
559 457-2300 • FAX 559 457-2395

PRELIMINARY REPORT

Amended

Title Officer: Herb Renstrom

Title No.: 05-**44100196**-A-HR

Locate No.: CACTI7710-7710-4441-0044100196

TO: Chicago Title Company
700 S. Flower Ste 3305
Los Angeles, CA 90017

ATTN: Emma Jaramillo
YOUR REFERENCE: NBU -80501287-52

SHORT TERM RATE: NO

PROPERTY ADDRESS: 1011 5th Street, Clovis, California

EFFECTIVE DATE: December 17, 2008, 07:30 A.M.

The form of Policy or Policies of title insurance contemplated by this report is:

CLTA Standard Coverage Policy - 1990

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

County of Fresno, a political subdivision of the State of California

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

MG\MG 06/16/2005

Title No. 05-**44100196**-A-HR
Locate No. CACTI7710-7710-4441-0044100196

LEGAL DESCRIPTION**EXHIBIT "A"**

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

City of Clovis

A portion of the Town of East Clovis, according to the map thereof recorded in Book 2 Page 47 of Record of Surveys, Fresno County Records, described as follows:

Beginning at the Southwest corner of Block 25 of said Town of East Clovis; thence Northerly along the west line of said Block 25, 199.00 feet; thence North 90° 00' 00" West along a line parallel to the North right of way line of Fifth Street as shown on said map of the Town of East Clovis, 29.00 feet to the True Point Of Beginning; thence along the following courses:

1. South 45° 00' 00" West, 145.66 feet
 2. North 45° 00' 00" West, 115.00 feet
 3. North 45° 00' 00" East, 165.00 feet
 4. South 45° 00' 00" East, 95.66 feet
 5. South 00° 00' 00" East, 27.35 feet
- to the True Point Of Beginning.

APN: 492-040-13T

Title No. 05-44100196-A-HR
Locate No. CACTI7710-7710-4441-0044100196

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. **Any City or County taxes** which may be levied against said land by reason of the fact that the herein described land was not included on the Tax Assessor's Roll for the fiscal year 2008/2009.
2. **The lien of supplemental taxes**, if any, assessed pursuant to the provisions of Chapter 3.5 (Commencing with Section 75) of the Revenue and Taxation code of the State of California.
3. **Said land** lies within the boundaries of the Fresno Metropolitan Flood Control District and is subject to the potential of the payment of drainage fees and/or the requirement of construction of drainage facilities as a condition of development, reconstruction, additions or alterations associated with said land.

If the parties involved in this transaction desire further information as to the effect this resolution may have on said land, they may contact Fresno Metropolitan Flood Control District at (559) 456-3292.

4. **The lack** of a legal right of access to and from a public street or highway.
5. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to:	City of Clovis, a municipal corporation
Purpose:	Public Utilities
Recorded:	December 8, 1975, Instrument No. 94247, Book 6521, Page 348, of Official Records
Affects:	as described therein

6. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by:	City of Clovis
Purpose:	Public Utilities
Recorded:	January 4, 1980, Instrument No. 1291, Book 7442, Page 621, of Official Records
Affects:	as described therein

7. **The fact** that said land is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the redevelopment plan) as disclosed by a document.

Redevelopment Agency:	Clovis Community Development Agency
Recorded:	July 27, 1982, Instrument No. 62216, Book 7944, Page 606, of Official Records

END OF ITEMS

Note 1. There are NO deeds affecting said land, recorded within twenty-four (24) months of the date of this report.

Note 2. If a 1970 ALTA Owner's or Lender's or 1975 ALTA Leasehold Owner's or Lender's Policy form has been requested, the policy, when approved for issuance, will be endorsed to add the following to the Exclusions From Coverage contained therein:

Loan Policy Exclusion:

Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or

(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or

(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential; transfer except where the preferential transfer results from the failure:

(a) to timely record the instrument of transfer; or

(b) of such recordation to impart notice to purchaser for value or judgment of lien creditor.

Owner's Policy Exclusion:

Any claim, which arises out of the transaction vesting in the Insured, the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that is based on:

(i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or

(ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:

(a) to timely record the instrument or transfer; or

(b) of such recordation to impart notice to a purchaser for the value or judgment or lien creditor.

Note 3. Please contact Escrow Office for Wire Instructions.

NOTES: (continued)

Title No. 05-**44100196**-A-HR
Locate No. CACTI7710-7710-4441-0044100196

- Note 4.** Section 12413.1, California Insurance Code became effective January 1, 1990. This legislation deals with the disbursement of funds deposited with any title entity acting in an escrow or subescrow capacity. The law requires that all funds be deposited and collected by the title entity's escrow and/or subescrow account prior to disbursement of any funds. Some methods of funding may subject funds to a holding period which must expire before any funds may be disbursed. In order to avoid any such delays, all funding should be done through wire transfer, certified check or checks drawn on California financial institutions.
- Note 5.** The charge where an order is canceled after the issuance of the report of title, will be that amount which in the opinion of the Company is proper compensation for the services rendered or the purpose for which the report is used, but in no event shall said charge be less than the minimum amount required under Section 12404.1 of the Insurance Code of the State of California. If the report cannot be canceled "no fee" pursuant to the provisions of said Insurance Code, then the minimum cancellation fee shall be that permitted by law.
- Note 6.** California Revenue and Taxation Code Section 18662, effective January 1, 1994 and by amendment effective January 1, 2003, provides that the buyer in all sales of California Real Estate may be required to withhold 3 and 1/3% of the total sales price as California State Income Tax, subject to the various provisions of the law as therein contained.
- Note 7.** Escrow Information Note:
Arb No. 492-004-X-03.07 (portion)

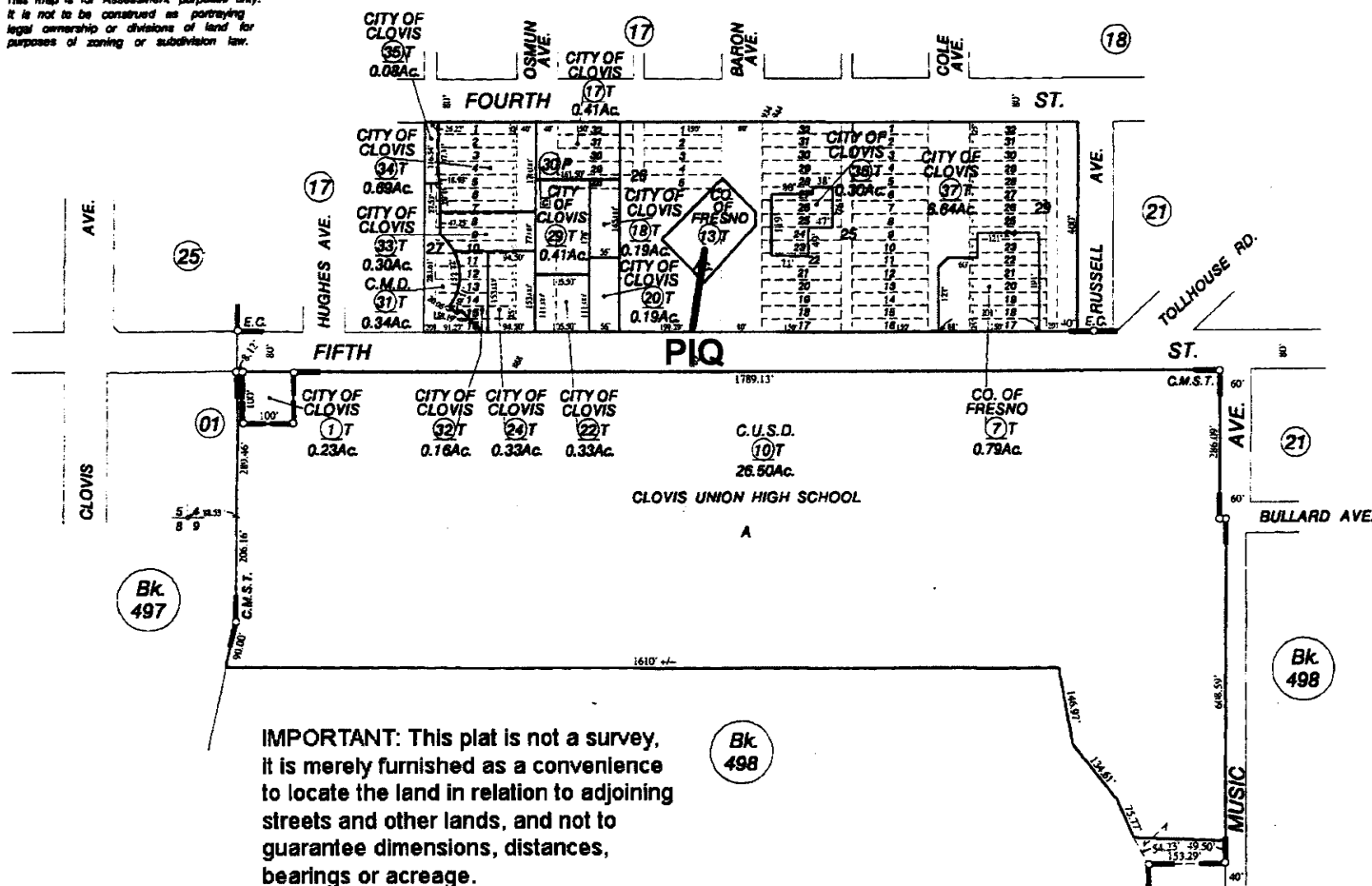
END OF NOTES

NOTE
This map is for Assessment purposes only.
It is not to be construed as portraying
legal ownership or divisions of land for
purposes of zoning or subdivision law.

SUBDIVIDED LAND & POR. SEC'S 4 & 9, T.13 S., R.21 E., M.D.B. & M.

Tax Rate Area
1-026

492-04



East Clovis - R.S. Bk.2, Pg.47
Clovis Mill Site Tract - Plat Bk.10, Pg.96

C.M.D. - CLOVIS MEMORIAL DISTRICT

Assessor's Map Bk.492 - Pg. 04
County of Fresno, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

09-13-01

OCT 2 2 2001

ATTACHMENT ONE

AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - improvements on the land
 - land division
 - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at policy date.
This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - a notice of exercising the right appears in the public records on the Policy Date
 - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowledge of the taking

3. Title Risks:
 - that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date-unless they appeared in the public records
 - that result in no loss to you
 - that first affect your title after the Policy Date – this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - to any land outside the area specifically described and referred to in Item 3 of Schedule A or
 - in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and the expenses resulting from:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.

3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in item 12 of Covered Title Risks.
4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990 EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;

- (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
- (c) resulting in no loss or damage to the insured claimant;
- (d) attaching or created subsequent to Date of Policy; or
- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

SCHEDULE B, PART I EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

PART I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

ATTACHMENT ONE (CONTINUED)

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92) WITH A.L.T.A. ENDORSEMENT-FORM 1 COVERAGE EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgage insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

The above ALTA policy forms, dated 10-17-92, may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

**ATTACHMENT ONE
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. Land use
 - d. improvements on Land
 - e. Land division
 - f. environmental protection
2. This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
3. This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
4. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
5. The right to take the Land by condemning it, unless:
 - a. notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
6. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date – this does not limit the coverage described in Covered Risk 7, 8 d, 22, 23, 24 or 25.
7. Failure to pay value for Your Title.
8. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 14:	1.00% of Policy Amount or \$ 2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 15:	1.00% of Policy Amount or \$ 5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 16:	1.00% of Policy Amount or \$ 5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 18:	1.00% of Policy Amount or \$ 2,500.00 (whichever is less)	\$ 5,000.00

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
- (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

Notice

You may be entitled to receive a \$20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19, 1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts.

If your previous transaction involved the same property that is the subject of your current transaction, you do not have to do anything; the Company will provide the discount, provided you are paying for escrow or title services in this transaction.

If your previous transaction involved property different from the property that is subject of your current transaction, you must - prior to the close of the current transaction - inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform the Company of the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provide the Company information concerning a prior transaction, the Company is required to determine if you qualify for a discount which is subject to other terms and conditions.

(privacy)(05-08)

Page 1 of 2

Effective Date: 5/1/2008

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

(privacy)

Page 2 of 2

Effective Date: 5/1/2008

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access To Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

CLIENT'S ENGAGEMENT LETTER

Appraisal Services Work Authorization Form

AGENDA ITEM NO. 2.

Part 1: Request for Quote

JCC Request No. 10-G1-2022-07-22

(To be completed by Judicial Council)

This Request for Quote is made by the Judicial Council of California ("JCC") under Agreement No. 29995 with:

Service Provider: THE PROPERTY SCIENCES GROUP, INC. Brant Sheafer, MAI, AI-GRS Managing Director, Commercial Division 395 Taylor Blvd., Suite 250 Pleasant Hill, CA 94523	JCC Project Manager for this Request is: Patrick Morrison, Senior Facilities Analyst 2860 Gateway Oaks Drive, Suite 400, Sacramento, California 95833 Patrick.Morrison@jud.ca.gov Tel: 916-534-9289
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Charge to (to be completed by AFA):			SWO Number:	1589702
Appropriation Reference	Fund	Reporting Structure	Account	Alt Account
001	3037	0250N212	5340580	5340580418
Service Location	ENY	Program	Project	Activity
10-G1	2022	0140023	JCN_UNITSUPPORT	UNIT_SUPPORT

Funding Type: ☐ SB1732 ☐ SB1407 ☒ Other

SB 1407 Group: ☐ 1 ☐ 2A ☐ 2B ☐ 2C ☐ 3A ☐ 3B ☐ 3C ☐ 1-3C ☐ 3D ☐ Other: _____

Facility ID/Site Name (Brief Description for reference purposes -1 Facility/Site per Request Form):

10-G1, Clovis Courthouse

Request Date: 07/22/22

Proposal Needed By: 07/27/22

Report Needed By: 08/26/22

Submitted by:

Patrick Morrison

Capital Project Contact:

JCC Requester (Name/ Tel #):

Patrick Morrison, 916.534.9289

Detailed Description if Applicable:

Address: 1011 5th St. **City, State, Zip:** Clovis, CA 93612 **County:** Fresno

Assessor's Parcel Numbers: 492-040-13T **Facility Square Feet:** 5,287 sq. ft. **Year Built:** 1980

Contact for Access to Property if Applicable: Doug Walthour, 559.445.6536

The following documents are incorporated by reference into this Request for Quote: (JCC to provide, if available, documents describing facility to be assessed, including, if available, legal description, sale/ownership history for last 3 yrs, construction details, copies of extant leases, site plans, operating statements, lists of major capital improvements made in last 3 yrs or currently planned (including associated costs), and names/contact information of individuals knowledgeable about the Facility.)

- Preliminary Title Report

- Transfer Agreement

Report Type: ☐ Restricted Appraisal Report ☒ Appraisal Report ☐ Commission Appraisal

Property Type: ☐ Land Only ☒ Land + Improvements

Purpose: ☐ Purchase ☒ Sale ☐ Valuation information for negotiation purposes ☐ Other (TBD)

Order Type

☒ 1. New Report

☐ 2. New Report - JCC provides recent appraisal report from another firm

☐ 3. Multiple New Reports for properties in same vicinity, appraised concurrently, creating economies of scale.

☐ 4. Update of a previous Service Provider appraisal report to reflect current market conditions.

☐ 5. Update of a previous Service Provider appraisal report to reflect expanded scope.

☐ 6. Update of a previous Service Provider appraisal report to reflect reduced scope.

☐ 7. Update of a previous Service Provider appraisal report to change approach used.

☐ 8. New Commission appraisal report to determine brokerage market commission rates where a broker represents JCC to acquire a specific type of property.

☐ 9. Other: _____

Appraisal Services Work Authorization Form

AGENDA ITEM NO. 2.

Part 1: Request for Quote

(To be completed by Judicial Council)

JCC Request No. 10-G1-2022-07-22

Approach Requested by JCC: *To be used for the Appraisal in addition to any other approach Service Provider deems necessary in order to properly complete the appraisal. Any request for Approach by JCC in no way limits Service Provider's obligation to comply with any requirement to properly complete the appraisal including complying with DGS Appraisal Specifications for Appraisal Reports (Appendix I in the Master Agreement), including without limitation Requirement No. 19.*

Check As Many As Apply

- ☐ Cost Valuation ☐ Income Capitalization ☐ Sales Comparison
☐ Alternative Approach for Special Use Properties: ☐ Use Value ☐ Going Concern Value
☒ Service Provider to Propose

Number of hard-copy reports required: TBD; send draft report via email to Patrick.Morrison@jud.ca.gov

Send hard-copy reports to:

Notes/Comments:

MUST USE LOCAL APPRAISER OR PROVIDE LIST OF PROPERTIES YOUR FIRM PREVIOUSLY HAS APPRAISED IN THIS GEOGRAPHIC AREA. PLEASE ADDRESS THIS REQUIREMENT IN YOUR PRICE QUOTE.

FOR APPRAISAL REPORTS (BUT NOT RESTRICTED USE REPORTS), MUST ADHERE TO DGS APPRAISAL SPECS (JAN. 2008) AND DGS IMPLIED DEDICATION REQUIREMENT PREVIOUSLY PROVIDED TO SERVICE PROVIDER.

RESOLUTION 23-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING AN AMENDMENT TO THE FY 2023-2024 BUDGET**

WHEREAS, the City Council adopted the FY2023-2024 City budget on June 19, 2023; and

WHEREAS, the City Council approved the expenditure of funds for the 2023-2024–
General Government Facilities Fund; and

WHEREAS, the additional expenditures needed for the purchase of the Clovis Courthouse
located at 1011 Fifth Street were not included in the 2023-2024 General Government Facilities
Fund; and

WHEREAS, it has been determined that the funds for the costs can be allocated from the
General Government Facilities fund in the amount of \$450,000.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis hereby approves the
budget amendment as shown in the “Summary of Expenditures by Section” and the “Summary
of Expenditures by Fund” as shown as **Attachment A**.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City
Council of the City of Clovis held on September 11, 2023, by the following vote, to wit.

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk

Attachment A**SUMMARY OF EXPENDITURES BY SECTION**

General Service Capital Facilities	<u>\$450,000</u>
TOTAL SECTION	\$450,000

SUMMARY OF EXPENDITURES BY FUND

General Service Capital Facilities	<u>\$450,000</u>
TOTAL SECTION	\$450,000



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: September 11, 2023

SUBJECT: Administration – Approval – Res. 23-____, Amending the 2023-2024 Planning and Development Services Budget, and Authorize the City Manager to enter into an Agreement with the Clovis Rodeo Association for City use of Rodeo Grounds Facilities. (Continued from the September 5, 2023, meeting)

ATTACHMENTS: 1. Resolution 23-____

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

RECOMMENDATION

1. For the City Council to approve a resolution amending the 2023-2024 Planning and Development Services Budget; and
2. Authorize the City Manager to enter into an Agreement with the Clovis Rodeo Association for City use of the Rodeo Grounds facilities.

EXECUTIVE SUMMARY

City of Clovis staff uses the facilities of the Rodeo Grounds several times per year for various reasons. The City desires to continue to use the Rodeo Grounds facilities for various functions, including employee training opportunities and other City events. In September 2021, Council approved a three-year agreement with the Rodeo Association for use of their facilities in exchange for waiving associated building and engineering permit fees owed to the City for the new pavilion in the amount of \$10,000.00.

The Rodeo Association is currently constructing an additional viewing pavilion at the Rodeo Grounds, and the associated building and engineering permit fees owed to the City for the new pavilion are approximately \$30,000. The Rodeo Association has reached out to the City and is requesting a five-year extension to the existing agreement. Staff is recommending that City Council authorize staff to waive \$20,000 of the building and engineering permit fees for the

pavilion project in return for the Rodeo Association agreeing to allow the City to use the Rodeo Grounds facilities for various City functions and events.

If the agreement is approved, the City shall have the right to use the Rodeo Grounds facilities up to five (5) times a year for an additional five (5) years for City functions and events as determined by the City and as mutually arranged by the City Manager and the President of the Association Board. The current agreement expires in September 2024, and the five-year extension would extend the agreement through 2029.

Attachment 1 is a resolution to reimburse Planning & Development Services \$20,000 from the General Fund. **Attachment B of Attachment 1** is the draft agreement between the City and the Rodeo Association. **Attachment A of Attachment B** is the current agreement.

FISCAL IMPACT

Approval of the resolution will transfer \$20,000 to Planning & Development Services from the General Fund.

REASON FOR RECOMMENDATION

Staff has used the Rodeo Grounds Facilities for years and this agreement provides a means to continue to use the facilities over the next five years in exchange for waiving the building and engineering permit fees for the pavilion project.

ACTIONS FOLLOWING APPROVAL

If approved staff will execute the Agreement and implement actions associated with it.

Prepared by: John Holt, City Manager

Reviewed by: City Manager AH

RESOLUTION 23-__**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING AN AMENDMENT TO THE FY 2023-2024 BUDGET**

WHEREAS, the City Council adopted the FY2023-24 City budget on June 5, 2023; and

WHEREAS, in September 2021, Council approved a three-year agreement with the Rodeo Association (**Attachment B**) for use of their facilities in exchange for waiving associated building and engineering permit fees owed to the City for the new pavilion in the amount of \$20,000. The term of that agreement runs through September 2024; and

WHEREAS, the Rodeo Association is currently constructing an additional viewing pavilion at the Rodeo Grounds, and the associated building and engineering permit fees owed to the City for the new pavilion are approximately \$30,000; and

WHEREAS, the Rodeo Association has reached out to the City and is requesting a five-year extension to the existing agreement; and

WHEREAS, the City shall have the right to use the Rodeo Grounds facilities up to five (5) times a year for an additional five (5) years for City functions and events as determined by the City and as mutually arranged by the City Manager and the president of the Association board; and

WHEREAS, the current agreement expires in September 2024, and this five-year extension would extend the agreement through 2029; and

WHEREAS, the City Council has agreed that, in exchange for use of the Clovis Rodeo Grounds, it will waive certain incurred building and engineering permit fees not to exceed \$20,000; and

WHEREAS, the Rodeo Association shall be responsible for all building and engineering permit fees that exceed \$20,000; and

WHEREAS, the City Council determines that a transfer of funds is necessary to reimburse the Planning and Development Services Fund for said fees; and

WHEREAS, it has been determined that the funds for this transfer shall be made from the General Fund in the amount of \$20,000.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis hereby approves the budget amendment as shown in the “Summary of Transfers by Fund 2023-24” as shown as **Attachment A.**

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on September 11, 2023, by the following vote, to wit.

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk

Attachment A**SUMMARY OF TRANSFERS BY FUND 2023-24****Transfer In**

Fund	
Planning and Development Services	\$ 20,000
Total	<u>\$ 20,000</u>

Transfer Out

Fund	
General	\$ 20,000
Total	<u>\$ 20,000</u>

CLOVIS RODEO GROUNDS FACILITIES USE AGREEMENT

This Clovis Rodeo Grounds Facilities Use Agreement (“Agreement”) is entered into effective as of _____ (“Effective Date”) between the City of Clovis, a California municipal corporation (“City”) and the Clovis Rodeo Association (“Association”), pursuant to the following recitals, which are a substantive part of this Agreement:

RECITALS

A. The Association owns the Clovis Rodeo grounds located at 748 Rodeo Drive, Clovis, CA 93612, which hosts the annual Clovis Rodeo and other events and is made up of various buildings, grandstands, bleachers, pavilions, parking areas, and other facilities (hereinafter “Rodeo Ground Facilities”).

B. The City desires to use the Rodeo Ground Facilities for various functions, including employee training opportunities and other City events.

C. In September 2021, the City and Association approved a three-year agreement (Attachment A) for City use of Association facilities in exchange for waiving associated building and engineering permit fees owed to the City for the pavilion being constructed in 2021 in the amount of \$10,000.00. The term of that agreement runs through September 2024.

D. The Rodeo Association is currently constructing an additional viewing pavilion (2023) at the Rodeo Grounds, and the associated building and engineering permit fees owed to the City for the new pavilion are approximately \$30,000.

E. The Rodeo Association has reached out to the City and is requesting a five-year extension to the existing agreement in exchange for waiving certain incurred building and engineering permit fees not to exceed \$20,000 for the pavilion being constructed in 2023.

F. The City shall have the right to use the Rodeo Grounds facilities up to five (5) times a year for an additional five (5) years for City functions and events as determined by the City and as mutually arranged by the City Manager and the president of the Association board.

G. The current agreement expires in September 2024, and this five-year extension would extend the agreement through 2029.

H. The City Council has agreed that, in exchange for use of the Clovis Rodeo Grounds, it will waive certain incurred building and engineering permit fees not to exceed \$20,000.

I. The Rodeo Association shall be responsible for all building and engineering permit fees that exceed \$20,000.

NOW, THEREFORE, City and Association agree as follows:

ATTACHMENT B

AGREEMENT

1. Use of Rodeo Ground Facilities. City shall have the right to use the Rodeo Ground Facilities up to five (5) times a year for five (5) years after the termination of the 2021 agreement that runs through September 2024 for City functions and events as determined by the City and as mutually arranged by the City Manager and the president of the Association board. This five (5) year extension shall run through 2029. Such authorized use has value to the City given the proximity of the Rodeo Ground Facilities and in reducing the need and cost of renting other facilities.

2. Building and Planning Permit Fees for Pavilion. In return for the use of the Rodeo Ground Facilities in accordance with Section 1, the City waives \$20,000 of the applicable City building and engineering permit fees associated with the new pavilion constructed by the Association at the Rodeo Grounds. Nothing herein shall prevent the City, in its sole discretion, from transferring City funds to reimburse the Planning and Development Services Fund for the fees waived herein.

3. Insurance and Indemnity. City shall maintain adequate self-insurance or policies of insurance to cover any of its activities at the Rodeo Ground Facilities. The City shall indemnify, defend, and hold the Association harmless from and against all costs, claims, damages or liabilities, including without limitation property damage and personal injury, arising out of or relating to the City's use of the Rodeo Ground Facilities pursuant to this Agreement, except to the extent caused by the negligence or willful misconduct of the Association.

4. Voluntary Agreement; Authority to Execute. The parties each represent that they have read this Agreement in full and understand and voluntarily agree to all provisions herein. The parties further represent that prior to signing this Agreement they each had the opportunity to apprise themselves of relevant information, through sources of their own selection, including consultation with counsel of their choosing if desired, in deciding whether to execute this Agreement. The signatories to this Agreement represent that they have the proper authority from their governing bodies to execute this Agreement on behalf of the respective party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for a term of five (5) years after the termination of the 2021 agreement that runs through September 2024. This five (5) year Agreement extension shall run through 2029.

CLOVIS RODEO ASSOCIATION

CITY OF CLOVIS

By: _____
 _____, President

By: _____
 John Holt, City Manager

Date: _____

Date: _____

CLOVIS RODEO GROUNDS FACILITIES USE AGREEMENT

This Clovis Rodeo Grounds Facilities Use Agreement (“Agreement”) is entered into effective as of September 7, 2021 (“Effective Date”) between the City of Clovis, a California municipal corporation (“City”) and the Clovis Rodeo Association (“Association”), pursuant to the following recitals, which are a substantive part of this Agreement:

RECITALS

A. The Association owns the Clovis Rodeo grounds located at 748 Rodeo Drive, Clovis, CA 93612, which hosts the annual Clovis Rodeo and other events and is made up of various buildings, grandstands, bleachers, pavilions, parking areas, and other facilities (hereinafter “Rodeo Ground Facilities”).

B. The City desires to use the Rodeo Ground Facilities for various functions, including employee training opportunities and other City events.

C. The Association has recently completed the construction of a viewing pavilion at the Rodeo Grounds, and the associated building and engineering permit fees owed to the City for the new pavilion are \$10,000.00.

D. In accordance with the terms of this Agreement, City is willing to waive the building and engineering permit fees for the pavilion project in return for the Association agreeing to allow the City to use the Rodeo Ground Facilities for various City functions and events.

NOW, THEREFORE, City and Association agree as follows:

AGREEMENT

1. **Use of Rodeo Ground Facilities.** City shall have the right to use the Rodeo Ground Facilities up to five (5) times a year for three (3) years after the Effective Date for City functions and events as determined by the City and as mutually arranged by the City Manager and the president of the Association board. Such authorized use has value to the City given the proximity of the Rodeo Ground Facilities and in reducing the need and cost of renting other facilities.
2. **Building and Planning Permit Fees for Pavilion.** In return for the use of the Rodeo Ground Facilities in accordance with Section 1, the City waives the applicable City building and engineering permit fees associated with the new pavilion constructed by the Association at the Rodeo Grounds. Nothing herein shall prevent the City, in its sole discretion, from transferring City funds to reimburse the Planning and Development Services Fund for the fees waived herein.
3. **Insurance and Indemnity.** City shall maintain adequate self-insurance or policies of insurance to cover any of its activities at the Rodeo Ground Facilities. The City shall indemnify, defend, and hold the Association harmless from and against all costs, claims, damages or liabilities, including without limitation property damage and personal injury, arising out of or relating to the City’s use of the Rodeo Ground Facilities pursuant to this Agreement, except to the extent caused by the negligence or willful misconduct of the Association.

4. Voluntary Agreement; Authority to Execute. The parties each represent that they have read this Agreement in full and understand and voluntarily agree to all provisions herein. The parties further represent that prior to signing this Agreement they each had the opportunity to apprise themselves of relevant information, through sources of their own selection, including consultation with counsel of their choosing if desired, in deciding whether to execute this Agreement. The signatories to this Agreement represent that they have the proper authority from their governing body to execute this Agreement on behalf of the respective party.

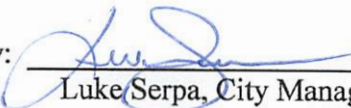
IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date set forth herein.

CLOVIS RODEO ASSOCIATION

By: 

Ron Dunbar President

CITY OF CLOVIS

By: 

Luke Serpa, City Manager

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CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department

DATE: September 11, 2023

SUBJECT: Finance – Receive and File – Investment Report for the Month of May 2023.

ATTACHMENTS:

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

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

EXECUTIVE SUMMARY

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

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

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

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

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

The Finance Department invests the City's assets with an expectation of achieving a total rate of return at a level that exceeds the annualized rate of return on short-term government guaranteed or insured obligations (90-day Treasury bills) and to assure that the principal is preserved with minimal risk of depreciation or loss. In periods of rising interest rates, the City of Clovis portfolio return may be less than that of the annualized 90-day Treasury bill. In periods of decreasing interest rates, the City of Clovis portfolio return may be greater than the annualized 90-day Treasury bill. The current 90-day Treasury bill rate (annualized) is 3.65%. The rate of return for the City of Clovis portfolio is 3.03%. The goal for the City of Clovis investment return is 120% of the 90-day Treasury bill rate. The current rate of return is 83% of the Treasury bill rate.

In accordance with the Investment Policy, the investment period on each investment does not exceed three years and can be extended to five years with the City Manager's approval. As of May 2023, the average investment life of the City's investment portfolio is 1.85 years.

Current Investment Environment and Philosophy

During the month of May 2023, the federal funds rate increased to 5.00%-5.25%. On May 31, 2023, the Treasury yield curve decreased from 3-month to 10-year notes.

Certificates of Deposit (CD's)

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

Purchases and Maturities

- 2 government securities totaling \$6,000,000 were purchased.
- 0 government securities were called or matured.
- 3 certificates of deposit totaling \$750,000 were purchased.
- 0 certificates of deposit were called or matured.
- 1 municipal security totaling \$545,000 was purchased.

Market Environment

- During May the federal funds rate increased to 5.00%-5.25%.
- On May 31, the yield curve decreased from 3-month to 10-year notes. See Attachment 5, Graph of Treasury Rates on May 31, 2023.

Prepared by: Jeffrey Blanks, Deputy Finance Director

Reviewed by: City Manager *AB*

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

AGENDA ITEM NO. 4.

	COST	NET BOOK VALUE	MARKET VALUE *	YIELD TO MATURITY	STATED INTEREST RATE	INVEST DATE	MATURITY DATE	DAYS TO MATURITY FROM 5/31/2023
<u>GOV'T SECURITIES</u>								
FFCB	5,000,000	5,000,000	4,808,700	0.250%	0.250%	03/01/21	03/01/24	275
FHLB	4,998,000	4,999,204	4,922,700	3.276%	3.250%	08/17/22	03/08/24	282
FHLB	1,994,000	1,997,796	1,975,220	3.835%	3.625%	09/14/22	03/08/24	282
FFCB	1,999,000	1,999,488	1,923,100	0.317%	0.300%	03/24/21	03/18/24	292
FHLB	5,000,000	5,000,000	4,750,900	0.350%	0.350%	06/07/21	06/07/24	373
FHLB	941,770	966,754	951,730	4.500%	0.700%	11/17/22	06/24/24	390
FHLB	4,969,000	4,982,724	4,705,450	1.274%	1.050%	01/20/22	11/15/24	534
FHLB	1,595,506	1,640,684	1,613,654	4.515%	0.500%	11/16/22	12/30/24	579
FNMA	1,857,400	1,885,100	1,847,580	4.415%	0.500%	03/23/23	02/24/25	635
FNMA	930,300	943,820	924,040	4.338%	0.520%	03/23/23	02/25/25	636
FHLB	932,200	945,314	925,580	4.328%	0.625%	03/23/23	02/27/25	638
FHLB	3,980,000	3,988,320	3,775,600	1.922%	1.750%	02/28/22	02/28/25	639
FHLB	4,000,000	4,000,000	3,865,760	2.750%	2.750%	04/25/22	04/25/25	695
FAMCMTN	3,947,600	3,966,614	3,703,280	1.121%	0.750%	12/16/21	07/28/25	789
FHLB	5,000,000	5,000,000	4,877,200	3.600%	3.600%	08/30/22	08/28/25	820
FAMCMTN	4,948,500	4,965,811	4,599,600	0.869%	0.600%	10/14/21	09/08/25	831
FHLB	871,150	871,150	859,446	3.886%	0.500%	04/26/23	11/25/25	909
FHLB	4,963,000	4,974,486	4,486,800	0.750%	0.580%	09/08/21	02/11/26	987
FHLB	3,922,000	3,946,404	3,602,320	1.229%	0.750%	12/16/21	02/24/26	1,000
FHLB	2,751,000	2,751,000	2,693,130	3.916%	0.790%	05/17/23	03/16/26	1,020
FFCB	4,967,500	4,976,099	4,448,950	1.075%	0.940%	10/14/21	09/28/26	1,216
FHLB	3,649,200	3,704,858	3,576,520	3.342%	1.150%	06/29/22	10/28/26	1,246
FHLB	5,988,000	5,991,149	5,359,980	1.291%	1.250%	11/24/21	11/24/26	1,273
FHLB	5,127,757	5,095,138	4,661,900	1.580%	2.125%	01/20/22	12/11/26	1,290
FHLB	4,043,250	4,043,250	3,909,549	3.397%	1.020%	06/29/22	02/24/27	1,365
FHLB	4,550,000	4,643,227	4,489,686	3.173%	1.020%	08/17/22	02/24/27	1,365
FHLB	3,695,200	3,772,718	3,701,590	2.564%	0.900%	03/31/22	02/26/27	1,367
FHLB	6,072,400	6,138,777	6,023,041	3.737%	0.900%	01/19/23	02/26/27	1,367
FHLB	5,247,000	5,156,931	5,059,706	4.329%	0.900%	02/16/23	02/26/27	1,367
FHLB	5,050,770	5,317,002	5,035,095	3.971%	1.000%	12/14/22	02/26/27	1,367
FHLB	4,000,000	4,000,000	3,709,800	2.375%	2.375%	03/08/22	03/08/27	1,377
FFCB	5,160,000	5,223,923	5,113,680	3.996%	0.830%	03/23/23	02/22/28	1,728
FHLB	3,124,500	3,124,500	3,076,110	3.553%	4.500%	05/17/23	03/10/28	1,745
FFCB	6,102,000	6,102,000	6,010,140	3.501%	3.875%	04/26/23	04/25/28	1,791
SECURITIES TOTAL	<u>\$ 131,378,003</u>	<u>\$ 132,114,241</u>	<u>\$125,987,536</u>					
LAIF		<u>\$ 75,000,000</u>	<u>\$ 75,000,000</u>					
Municipal Issuance		<u>\$ 59,415,000</u>	<u>\$ 55,307,527</u>					
Sweep Account (Union Bank)		<u>\$ 34,817,378</u>	<u>\$ 34,817,378</u>					
TOTAL CD'S		<u>\$ 24,245,000</u>	<u>\$ 23,567,537</u>					
TOTAL INVESTMENTS		<u>\$ 325,591,619</u>	<u>\$ 314,679,978</u>					

* Market values for securities obtained from US Bank.

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

AGENDA ITEM NO. 4.

Institution	Description	Activity	Amount	Market Value	Rate	Activity Date	Maturity Date
FHLB	Gov. Sec.	Purchase	3,000,000	2,751,000	0.790%	05/17/23	03/16/26
FHLB	Gov. Sec.	Purchase	3,000,000	3,124,500	4.500%	05/17/23	03/10/28
Soquel Creek Cnty Wtr Dist	Mun Iss.	Purchase	545,000	545,000	1.445%	05/18/23	03/01/28
Cross River Bank	CD	Purchase	250,000	250,000	4.350%	05/19/23	05/19/26
Raiz FCU El Paso	CD	Purchase	250,000	250,000	4.650%	05/24/23	05/26/26
Usalliance FCU NY	CD	Purchase	250,000	250,000	4.600%	05/26/23	05/26/26

PORTFOLIO DATA

Current Month (05/23)

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

Prior Month (04/23)

	Book	Market
CD'S	\$ 23,495,000	\$ 22,922,645
Gov't Securities*	126,238,741	121,131,050
Municipal Securities	58,870,000	55,008,657
LAIF	75,000,000	75,000,000
Sweep Account (Union Bank)	30,757,183	30,757,183
TOTAL	\$ 314,360,924	\$ 304,819,535

Three Months Previous (02/23)

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

Six Months Previous (11/22)

	Book	Market
CD'S	\$ 19,245,000	\$ 18,599,372
Gov't Securities*	133,263,676	126,769,132
Municipal Securities	51,805,000	47,365,936
LAIF	74,905,243	74,905,243
Sweep Account (Union Bank)	20,638,225	20,638,225
TOTAL	\$ 299,857,144	\$ 288,277,908

One Year Previous (05/22)

	Book	Market
CD'S	\$ 11,995,000	\$ 11,776,587
Gov't Securities*	135,597,608	132,028,260
Municipal Securities	21,435,000	20,246,488
LAIF	74,511,731	74,511,731
Sweep Account (Union Bank)	53,520,514	53,520,514
TOTAL	\$ 297,059,853	\$ 292,083,580

*Adjusted Quarterly for Premium/Discount Amortization

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

AGENDA ITEM NO. 4.

Negotiable CDs	COST	MARKET PRICE	INTEREST RATE	INVEST DATE	MATURITY DATE	MATURITY FROM 05/31/23	INTEREST FREQUENCY
New York Cmnty Bank	250,000	243,607.50	0.350%	12/11/20	12/11/23	194	QUARTERLY
Transportation Alliance Bk	250,000	240,305.00	0.250%	03/12/21	03/12/24	286	QUARTERLY
Preferred Bank	250,000	239,840.00	0.250%	03/25/21	03/25/24	299	QUARTERLY
Bankunited Natl Assn	245,000	235,229.40	0.450%	03/31/21	04/01/24	306	QUARTERLY
Greenstate Credit Union	250,000	237,445.00	0.450%	06/16/21	06/17/24	383	QUARTERLY
Eaglemark Savings Bank	250,000	237,042.50	0.400%	06/30/21	06/28/24	394	QUARTERLY
Texas Exchange Bk	250,000	236,890.00	0.500%	07/09/21	07/09/24	405	QUARTERLY
BMW Bk North Amer	250,000	236,527.50	0.550%	07/30/21	07/30/24	426	QUARTERLY
Toyota Finl Svgs	250,000	235,605.00	0.650%	09/09/21	09/09/24	467	QUARTERLY
State Bk India	250,000	235,375.00	0.650%	09/17/21	09/17/24	475	QUARTERLY
Ubs Bank Usa	250,000	233,865.00	0.750%	11/17/21	11/18/24	537	QUARTERLY
Webbank Salt Lake City	250,000	233,642.50	0.750%	11/29/21	11/29/24	548	QUARTERLY
Medallion Bank Salt Lake City	250,000	233,530.00	0.900%	12/20/21	12/20/24	569	QUARTERLY
Beal Bank	250,000	233,120.00	0.950%	01/19/22	01/15/25	595	QUARTERLY
Mountain Amer Fed	250,000	242,327.50	3.450%	08/31/22	02/28/25	639	QUARTERLY
Barclays Bk	250,000	234,902.50	1.700%	03/09/22	03/10/25	649	QUARTERLY
Goldman Sachs Bk	250,000	234,692.50	1.650%	03/09/22	03/10/25	649	QUARTERLY
Safra National Bk	250,000	235,902.50	2.000%	03/23/22	03/24/25	663	QUARTERLY
Pentagon Federal Cr Un	250,000	235,722.50	2.000%	03/28/22	03/28/25	667	QUARTERLY
Beal Bank	250,000	236,577.50	2.200%	04/06/22	04/02/25	672	QUARTERLY
JP Morgan Chase	250,000	237,830.00	2.500%	04/08/22	04/08/25	678	QUARTERLY
First Natl Bank	250,000	241,925.00	2.200%	04/12/22	04/11/25	681	QUARTERLY
One Community Bank	250,000	238,317.50	2.700%	04/29/22	04/29/25	699	QUARTERLY
Americu Credit Union	250,000	238,730.00	2.800%	05/02/22	05/02/25	702	QUARTERLY
Synchrony Bank Retail	250,000	239,945.00	3.100%	05/20/22	05/20/25	720	QUARTERLY
Connexus Credit Union	250,000	239,332.50	3.000%	05/26/22	05/27/25	727	QUARTERLY
Bmo Harris Bank	250,000	239,812.50	3.150%	06/17/22	06/17/25	748	QUARTERLY
Saco Biddeford	250,000	238,355.00	2.850%	06/17/22	06/17/25	748	QUARTERLY
Baxter Credit Union	250,000	250,000.00	3.400%	06/28/22	06/30/25	761	QUARTERLY
Capital One Bank	250,000	240,730.00	3.350%	06/29/22	06/30/25	761	QUARTERLY
American First Cr Un	250,000	239,985.00	3.250%	07/15/22	07/15/25	776	QUARTERLY
Trustone Financial Cr Un	250,000	239,935.00	3.250%	07/19/22	07/21/25	782	QUARTERLY
American Natl Bank	250,000	239,077.50	3.100%	07/27/22	07/28/25	789	QUARTERLY
TCM Bank	250,000	240,365.00	3.350%	07/28/22	07/28/25	789	QUARTERLY
Generations Bank	250,000	240,570.00	3.400%	08/03/22	08/04/25	796	QUARTERLY
Direct Fed Credit	250,000	240,150.00	3.500%	08/17/22	08/18/25	810	QUARTERLY
Resource One Credit	250,000	239,890.00	3.300%	08/17/22	08/18/25	810	QUARTERLY
Connex Credit	250,000	240,835.00	3.500%	08/31/22	08/29/25	821	QUARTERLY
Skyone Fed Credit	250,000	241,340.00	3.600%	08/30/22	09/02/25	825	QUARTERLY
Credit Union of Texas	250,000	241,282.50	3.600%	09/14/22	09/15/25	838	QUARTERLY
Forbright Bank	250,000	240,680.00	3.500%	09/16/22	09/16/25	839	QUARTERLY
Ally Bank Sandy Utah	250,000	243,627.50	4.050%	09/29/22	09/19/25	842	QUARTERLY
Alabama Credit Union	250,000	241,170.00	3.600%	09/20/22	09/22/25	845	QUARTERLY
Kemba Finl Credit Union	250,000	243,342.50	4.000%	09/21/22	09/22/25	845	QUARTERLY
Farmers Merchants	250,000	241,932.50	3.750%	09/28/22	09/29/25	852	QUARTERLY
Jefferson Finl FCU	250,000	244,127.50	4.150%	09/29/22	09/29/25	852	QUARTERLY
Dort Finl Credit Union	250,000	243,305.00	4.000%	09/30/22	09/30/25	853	QUARTERLY
First National Bank	250,000	236,352.50	3.625%	09/30/22	09/30/25	853	QUARTERLY
Numerica Credit Union	250,000	244,940.00	4.200%	09/30/22	09/30/25	853	QUARTERLY
Vystar Credit Union	250,000	245,215.00	4.350%	09/30/22	09/30/25	853	QUARTERLY
Bell Bank Fargo	250,000	244,047.50	4.150%	10/13/22	10/14/25	867	QUARTERLY
Pacific Alliance	250,000	244,327.50	4.200%	10/14/22	10/14/25	867	QUARTERLY
z1st Financial Bank	250,000	244,047.50	4.150%	10/13/22	10/17/25	870	QUARTERLY
Great Southern Bank	250,000	246,007.50	4.500%	10/20/22	10/20/25	873	QUARTERLY
American Bank	250,000	245,162.50	4.350%	10/21/22	10/21/25	874	QUARTERLY
Queensborough Natl Bank	250,000	244,575.00	4.100%	10/21/22	10/21/25	874	QUARTERLY
Public Alliance Cr Un	250,000	245,962.50	4.500%	10/25/22	10/27/25	880	QUARTERLY
First Citizens Bank	250,000	247,100.00	4.700%	10/28/22	10/28/25	881	QUARTERLY
LCA Bank Corp	250,000	245,420.00	4.400%	10/28/22	10/28/25	881	QUARTERLY
Sharonview Fed Cr Un	250,000	248,797.50	4.850%	10/31/22	10/31/25	884	QUARTERLY

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

AGENDA ITEM NO. 4.

Negotiable CDs	COST	MARKET PRICE	INTEREST RATE	INVEST DATE	MATURITY DATE	MATURITY FROM 05/31/23	INTEREST FREQUENCY
United Heritage Cr Un	250,000	247,367.50	4.700%	11/04/22	11/04/25	888	QUARTERLY
Capital One Natl Assn	250,000	248,222.50	4.900%	11/16/22	11/17/25	901	QUARTERLY
Morgan Stanley Bank	250,000	248,800.00	5.000%	11/18/22	11/18/25	902	QUARTERLY
Spokane Teachers Cr Un	250,000	248,797.50	5.000%	11/23/22	11/23/25	907	QUARTERLY
Morgan Stanley Private	250,000	247,380.00	4.750%	12/09/22	12/09/25	923	QUARTERLY
Community Bank Topeka	250,000	244,652.50	4.300%	12/14/22	12/15/25	929	QUARTERLY
Austin Telco Fed	250,000	248,515.00	4.950%	12/16/22	12/16/25	930	QUARTERLY
Rogue Credit Union	250,000	249,447.50	5.100%	12/23/22	12/23/25	937	QUARTERLY
Alliant Credit Union	250,000	249,422.50	5.100%	12/30/22	12/30/25	944	QUARTERLY
Liberty First Cr Un	250,000	246,065.00	4.550%	01/17/23	01/19/26	964	QUARTERLY
Capital Educators Fed Cr	250,000	246,065.00	4.550%	01/19/23	01/20/26	965	QUARTERLY
Manufacturers Traders	250,000	244,212.50	4.250%	01/31/23	01/23/26	968	QUARTERLY
City Natl Bank	250,000	244,852.50	4.350%	01/25/23	01/26/26	971	QUARTERLY
Coastlife Cr Un	250,000	246,650.00	4.650%	02/13/23	02/13/26	989	QUARTERLY
Achieve Finl Cr Un	250,000	246,645.00	4.650%	02/17/23	02/17/26	993	QUARTERLY
California Cr Un Glendale	250,000	245,705.00	4.500%	02/23/23	02/23/26	999	QUARTERLY
Truliant Fed Cr Un	250,000	246,310.00	4.600%	02/28/23	02/27/26	1,003	QUARTERLY
Pioneer Fed Cr Un Mtn Home	250,000	246,310.00	4.600%	02/28/23	03/02/26	1,006	QUARTERLY
Tradition Cap Bankk	250,000	245,980.00	4.600%	03/03/23	03/03/26	1,007	MONTHLY
Alaska Fed Cr	250,000	247,257.50	4.650%	03/05/23	03/09/26	1,013	MONTHLY
Mid Carolina Credit	250,000	248,807.50	4.600%	03/13/23	03/13/26	1,017	MONTHLY
Blue Ridge Bank	250,000	248,865.00	4.500%	03/16/23	03/16/26	1,020	MONTHLY
Northwest Bank	250,000	248,877.50	4.600%	03/17/23	03/17/26	1,021	MONTHLY
Valleystar Credit Union	250,000	248,880.00	4.600%	03/20/23	03/20/26	1,024	MONTHLY
First Community Bank	250,000	248,550.00	4.500%	03/22/23	03/23/26	1,027	MONTHLY
Technology Credit Union	250,000	248,885.00	4.650%	03/23/23	03/23/26	1,027	MONTHLY
Cibc Bank	250,000	248,550.00	4.650%	03/24/23	03/24/26	1,028	MONTHLY
Signature Bank	250,000	248,885.00	4.500%	03/24/23	03/24/26	1,028	MONTHLY
Point West Credit Union	250,000	248,897.50	5.000%	04/12/23	04/13/26	1,048	MONTHLY
Flagstar Bank	250,000	248,915.00	4.650%	03/30/23	04/24/26	1,059	MONTHLY
Utah Cmnty Credit Union	250,000	246,225.00	4.600%	04/26/23	04/27/26	1,062	MONTHLY
Cross River Bank	250,000	246,560.00	4.650%	05/19/23	05/19/26	1,084	MONTHLY
Raiz FCU	250,000	247,570.00	4.650%	05/24/23	05/26/26	1,091	MONTHLY
Usalliance FCU	250,000	246,880.00	4.700%	05/26/23	05/26/26	1,091	MONTHLY
People Bank Co	250,000	247,320.00	4.650%	03/30/23	03/30/27	1,399	MONTHLY
Carroll County	250,000	243,587.50	4.650%	03/30/23	03/30/28	1,765	MONTHLY
Discover Bank	250,000	241,927.50	4.350%	04/26/23	04/24/28	1,790	MONTHLY
Negotiable CD TOTAL	\$ 24,245,000	\$ 23,567,537					
CD TOTAL	\$ 24,245,000	\$ 23,567,537					

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

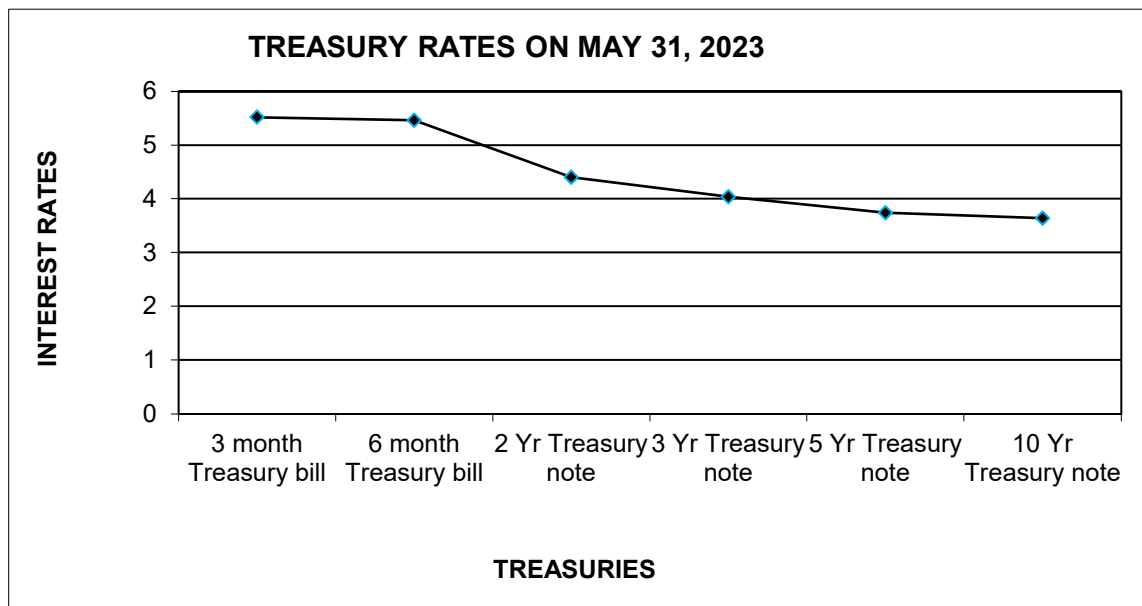
AGENDA ITEM NO. 4.

Municipal Securities	COST	MARKET PRICE	INTEREST RATE	INVEST DATE	MATURITY DATE	MATURITY FROM 05/31/23	INTEREST FREQUENCY
Huntington Beach Pension Bond	1,000,000	998,040	0.381%	04/01/21	06/15/23	15	QUARTERLY
Fresno Unified Taxable Go Ref Bond	500,000	495,810	0.462%	09/30/20	08/01/23	62	QUARTERLY
Pomona Cali Uni Sch Dist Go Bond	815,000	808,227	0.534%	10/20/20	08/01/23	62	QUARTERLY
San Jose CA USD Ref Bond	775,000	768,397	0.221%	01/20/21	08/01/23	62	QUARTERLY
Vista CA USD Ref Bond	750,000	744,090	0.221%	01/20/21	08/01/23	62	QUARTERLY
William Hart Cali HS Go Bond	1,000,000	991,550	0.366%	12/23/20	08/01/23	62	QUARTERLY
Jefferson Cali Elem Sch Dist Go Bond	710,000	701,736	0.399%	10/27/20	09/01/23	93	QUARTERLY
Santa Rosa Calif Watr Ref Bond	350,000	345,975	0.578%	12/01/20	09/01/23	93	QUARTERLY
California St Univ Ref Bond	3,455,000	3,383,862	0.475%	04/01/22	11/01/23	154	QUARTERLY
San Diego CA Convention Ref Bond	1,450,000	1,400,874	1.527%	08/18/22	04/15/24	320	QUARTERLY
Santa Ana College Ref Bond	440,000	417,274	0.644%	12/17/21	08/01/24	428	QUARTERLY
University CA Rev Bond	1,000,000	965,550	4.350%	09/15/22	05/15/25	715	QUARTERLY
Antelope Valley CA Ref Bond	750,000	705,405	1.767%	05/12/22	08/01/25	793	QUARTERLY
Chabot Las Positas Cmnty Clg Bond	1,490,000	1,371,366	0.880%	04/29/22	08/01/25	793	QUARTERLY
Foothill De Anza Bond	835,000	772,191	0.906%	03/24/23	08/01/25	793	QUARTERLY
San Dieguito High School Ref Bond	1,000,000	937,210	1.661%	10/13/22	08/01/25	793	QUARTERLY
Santa Ana CCD Ref Bond	250,000	228,875	0.744%	05/12/22	08/01/25	793	QUARTERLY
Orange County Water Dist Ref Bond	900,000	851,526	2.095%	10/13/22	08/15/25	807	QUARTERLY
San Jose CA Txble Ser B	2,355,000	2,243,938	2.450%	10/13/22	09/01/25	824	QUARTERLY
Los Angeles CA USD Ref Bond	1,000,000	903,780	1.455%	11/15/21	07/01/26	1,127	QUARTERLY
Chabot Las Positas Cmnty Clg CA	3,505,000	3,150,329	1.080%	07/27/22	08/01/26	1,158	QUARTERLY
Chaffey CA High School Ref Bond	1,565,000	1,470,271	2.475%	06/30/22	08/01/26	1,158	QUARTERLY
Huntington Beach HS Dist Ref Bond	3,305,000	2,978,367	1.208%	04/29/22	08/01/26	1,158	QUARTERLY
Placentia Yorba USD Ref Bond	1,110,000	997,357	1.070%	05/31/22	08/01/26	1,158	QUARTERLY
San Diego CA Cmnty Ref Bond	470,000	442,444	2.299%	04/29/22	08/01/26	1,158	QUARTERLY
San Ramon Valley CA USD Ref Bond	2,125,000	1,925,803	1.147%	11/03/21	08/01/26	1,158	QUARTERLY
Sonoma Cnty Jr College Ref Bond	2,000,000	1,877,300	2.447%	06/30/22	08/01/26	1,158	QUARTERLY
San Diego CA Pub Facs Ref Bond	1,625,000	1,485,689	1.812%	08/18/22	10/15/26	1,233	QUARTERLY
CA ST Univ Rev Ref Bond	2,500,000	2,234,575	1.142%	02/17/23	11/01/26	1,250	QUARTERLY
El Dorado CA Irr Dist Ref Bond	1,175,000	1,059,827	1.687%	08/18/22	03/01/27	1,370	QUARTERLY
University Gen Rev Bond	2,385,000	2,124,940	1.316%	10/13/22	05/15/27	1,445	QUARTERLY
El Monte Ca Ref Bond	600,000	528,708	1.326%	03/24/23	06/01/27	1,462	QUARTERLY
Los Angeles CA Dept Wtr Ref Bond	2,000,000	2,075,360	5.516%	04/27/23	07/01/27	1,492	QUARTERLY
Colton CA Jt Uni Sch	1,060,000	945,944	1.603%	11/17/22	08/01/27	1,523	QUARTERLY
Contra Costa Ref Bond	880,000	804,478	2.163%	09/15/22	08/01/27	1,523	QUARTERLY
Foothill De Anza CCD	540,000	482,495	1.473%	12/15/22	08/01/27	1,523	QUARTERLY
Fremont CA Uni Sch Dist	1,100,000	960,223	1.113%	11/17/22	08/01/27	1,523	QUARTERLY
Fremont CA USD Ref Bond	1,140,000	1,033,148	2.000%	05/31/22	08/01/27	1,523	QUARTERLY
Marin CA Cmnty Clg Dist	335,000	321,821	3.330%	11/17/22	08/01/27	1,523	QUARTERLY
Mount San Antonio Cmnty Clg	285,000	249,760	1.139%	11/17/22	08/01/27	1,523	QUARTERLY
Mount San Antonio Ref Bond	405,000	373,062	2.329%	10/13/22	08/01/27	1,523	QUARTERLY
Saddleback VY Uni Ref Bond	3,000,000	2,767,140	2.400%	08/10/22	08/01/27	1,523	QUARTERLY
San Diego CA Com CD	590,000	549,042	2.407%	12/15/22	08/01/27	1,523	QUARTERLY
San Ramon Valley Ref Bond	1,435,000	1,280,393	3.415%	09/15/22	08/01/27	1,523	QUARTERLY
Santa Monica Cmnty Clg Ref Bond	1,000,000	962,020	3.050%	09/15/22	08/01/27	1,523	QUARTERLY
Sierra CA Cmnty Clg Dist	465,000	405,708	1.129%	11/17/22	08/01/27	1,523	QUARTERLY
William Hart CA Un High	200,000	175,046	1.174%	11/17/22	08/01/27	1,523	QUARTERLY
Rancho Santiago Cmnty Clg	335,000	292,177	1.106%	11/17/22	09/01/27	1,554	QUARTERLY
San Jose CA Txble Ser B	910,000	846,091	2.600%	10/13/22	09/01/27	1,554	QUARTERLY
Soquel Creek Cnty Ref Bond	545,000	472,335	1.445%	05/18/23	03/01/28	1,736	QUARTERLY
Mun. Securities TOTAL	\$ 59,415,000	\$ 55,307,527					
Municipal Securities TOTAL	\$ 59,415,000	\$ 55,307,527					

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

Treasury Rates as of May 31, 2023

3 month Treasury bill	5.52
6 month Treasury bill	5.46
2 Yr Treasury note	4.40
3 Yr Treasury note	4.04
5 Yr Treasury note	3.74
10 Yr Treasury note	3.64



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



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department

DATE: September 11, 2023

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

ATTACHMENTS:

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

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

EXECUTIVE SUMMARY

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

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

Prepared by: Jeffrey Blanks, Deputy Finance Director

Reviewed by: City Manager AA

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

AGENDA ITEM NO. 5.

Previous Balance		\$	4,523,200.18
Deposits			38,180,096.50
Disbursements			(36,995,296.75)
Current Balance		\$	<u>5,707,999.93</u>
FUNDS			BALANCE
100	General Fund	\$	27,039,423.21
201	Local Transportation		15,399,996.07
202	Parking and Business Improvements		233,345.42
203	Off Highway Use		72,840.63
204	Community Facilities District 2020-1		180,246.55
205	Senior Citizen Memorial Trust		56,570.70
207	Landscape Assessment District		8,331,487.15
208	Blackhorse III (95-1) Assessment District		114,605.32
301	Park & Recreation Acquisition		12,447,639.46
305	Refuse Equipment Reserve		2,378,804.33
310	Special Street Deposit Fund		45,673,067.51
313	Successor Agency		627.38
314	Housing Successor Agency		1,068,638.13
402	1976 Fire Bond Redemption		25,475.23
404	1976 Sewer Bond Redemption Fund		420,637.60
501	Community Sanitation Fund		16,008,456.96
502	Sewer Service Fund		37,877,523.26
504	Sewer Capital Projects-Users		455,475.91
506	Sewer Capital Projects-Developer		7,201,735.71
507	Water Service Fund		41,218,350.34
508	Water Capital Projects-Users		6,995,906.74
509	Water Capital Projects-Developer		11,824,351.67
515	Transit Fund		7,966,593.75
540	Planning & Development Services		16,256,971.55
601	Property & Liability Insurance		1,211,344.92
602	Fleet Maintenance		22,670,884.12
603	Employee Benefit Fund		15,753,210.39
604	General Government Services		19,608,882.41
605	Facilities Maintenance		4,258,825.67
606	Information Technology		6,450,524.42
701	Curb & Gutter Fund		166,228.70
703	Payroll Tax & Withholding Fund		1,404,796.66
712	Temperance/Barstow Assmt Dist (98-1)		78,427.81
713	Shepherd/Temperance Assmt Dist (2000-1)		5,857.86
715	Supp Law Enforcement Serv		353,493.21
716	Asset Forfeiture		289,637.62
720	Measure A-Public Safety Facility Tax		1,769.36
736	SA Admin Trust Fund		1,421.40
741	SA Debt Service Trust Fund		(205,595.26)
747	Housing Successor Trust Fund		1,137.98
SUBTOTALS		\$	331,299,617.85
999	Invested Funds		(325,591,617.92)
TOTAL		\$	<u>5,707,999.93</u>

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

Balance of Investments Previous Month End		\$ 314,360,922.71
Time Certificates of Deposit Transactions		
Investments	750,000.00	
Withdrawals	<u>0.00</u>	
Total CD Changes		750,000.00
Other Changes		
Government Securities	5,875,500.00	
Local Agency Investment Fund	0.00	
Municipal Securities	545,000.00	
Sweep Account	<u>4,060,195.21</u>	
Total Other Changes		<u>10,480,695.21</u>
Balance of Investments Current Month End		\$ 325,591,617.92

City of Clovis
Distribution of Investments
As of May 31, 2023

Insured CD's	24,245,000.00
Government Securities	132,114,239.85
US Treasury Notes	0.00
Local Agency Investment Fund	75,000,000.00
Municipal Securities	59,415,000.00
Sweep Account	<u>34,817,378.07</u>
Investment Total	\$ 325,591,617.92

City of Clovis
Original Maturities Exceeding One Year
As of May 31, 2023

AGENDA ITEM NO. 5.

Institution	Face Value	Investment Balance At Amortized Cost	Maturity	Stated Rate
FFCB	5,000,000.00	5,000,000	3/1/2024	0.250%
FHLB	5,000,000.00	4,999,204	3/8/2024	3.250%
FFCB	2,000,000.00	1,997,796	3/8/2024	3.625%
FHLB	2,000,000.00	1,999,488	3/18/2024	0.300%
FHLB	5,000,000.00	5,000,000	6/7/2024	0.350%
FHLB	1,000,000.00	966,754	6/24/2024	0.700%
FHLB	5,000,000.00	4,982,724	11/15/2024	1.050%
FHLB	1,735,000.00	1,640,684	12/30/2024	0.500%
FNMA	2,000,000.00	1,885,100	2/24/2025	0.500%
FNMA	1,000,000.00	943,820	2/25/2025	0.520%
FHLB	1,000,000.00	945,314	2/27/2025	0.625%
FHLB	4,000,000.00	3,988,320	2/28/2025	1.750%
FAMCMTN	4,000,000.00	4,000,000	4/25/2025	2.750%
FAMCMTN	4,000,000.00	3,966,614	7/28/2025	0.750%
FHLB	5,000,000.00	5,000,000	8/28/2025	3.600%
FHLB	5,000,000.00	4,965,811	9/8/2025	0.600%
FHLB	980,000.00	871,150	11/25/2025	0.500%
FFCB	5,000,000.00	4,974,486	2/11/2026	0.580%
FHLB	4,000,000.00	3,946,404	2/24/2026	0.750%
FHLB	3,000,000.00	2,751,000	3/16/2026	0.790%
FHLB	5,000,000.00	4,976,099	9/28/2026	0.940%
FHLB	4,000,000.00	3,704,858	10/28/2026	1.150%
FHLB	6,000,000.00	5,991,149	11/24/2026	1.250%
FHLB	5,000,000.00	5,095,138	12/11/2026	2.125%
FHLB	4,500,000.00	4,043,250	2/24/2027	1.020%
FHLB	5,000,000.00	4,643,227	2/24/2027	1.020%
FHLB	4,000,000.00	3,772,718	2/26/2027	0.900%
FHLB	6,800,000.00	6,138,777	2/26/2027	0.900%
FHLB	5,700,000.00	5,156,931	2/26/2027	0.900%
FHLB	6,000,000.00	5,317,002	2/26/2027	1.000%
FHLB	4,000,000.00	4,000,000	3/8/2027	2.375%
FHLB	6,000,000.00	5,223,923	2/22/2028	0.830%
FHLB	3,000,000.00	3,124,500	3/10/2028	4.500%
FFCB	6,000,000.00	6,102,000	4/25/2028	3.875%



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: September 11, 2023

SUBJECT: General Services – Approval – Res. 23-____, Amending the City's FY 2023-2024 Position Allocation Plan by adding one (1) full time Maintenance Worker position in the Parks Division of the Public Utilities Department.

ATTACHMENTS: 1. Res. 23-____, Position Allocation Plan

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

RECOMMENDATION

For Council to approve a resolution amending the City's FY 2023-2024 Position Allocation Plan by adding one (1) full time Maintenance Worker position in the Parks Division of the Public Utilities Department.

EXECUTIVE SUMMARY

It is recommended that the City's Position Allocation Plan be amended by adding one (1) Maintenance Worker position to the Parks Division of the Public Utilities Department. This Maintenance Worker would provide landscape maintenance to Landmark Square, portions of the trails, and the park-and-ride adjacent to Fire Station 5 on Temperance Avenue. Council approval is required for changes to the Position Allocation Plan.

BACKGROUND

With the new properties at Landmark Square soon to be added to the parks maintenance responsibilities, additional staff is needed to maintain landscaping near the buildings and adjacent trail. In order to meet the expectation of high-level maintenance at this location, it is best served by inhouse staff rather than contractors.

In addition to Landmark Square, the new Maintenance Worker would also maintain some sections of trail and the park-and-ride adjacent to Fire Station 5 on Temperance Avenue.

The position allocation change would result in a total of forty-four (44) full time Maintenance Worker/Senior Maintenance Worker positions within the Department. The desired position allocation change results in modification of the City's Position Allocation Plan, which requires Council approval.

FISCAL IMPACT

Additional costs for wages and benefits would be approximately \$15,000 for the remainder of FY 2023-24. Due to some cost savings within the Parks Division, there are adequate funds in the Public Utilities Department budget to cover additional costs for the position.

REASON FOR RECOMMENDATION

The addition of one Maintenance Worker position will provide the Parks Division with needed support to maintain Landmark Square landscaping and some portions of the trail system. The change must be reflected in the authorized FY 2023-2024 Public Utilities Department position allocation. Modification of the Position Allocation Plan requires Council Approval.

ACTIONS FOLLOWING APPROVAL

The position allocation for the Public Utilities Department will be modified as noted in Attachment A of Attachment 1.

Prepared by: Shonna Halterman, General Services Director

Reviewed by: City Manager AH

RESOLUTION 23-____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING AMENDMENTS TO THE CITY'S FY 23-24 POSITION ALLOCATION PLAN**

WHEREAS, the FY 23-24 Position Allocation Plan in the Public Utilities Department was approved as part of the FY 23-24 City budget adoption process; and

WHEREAS, a review of the staffing needs of the City indicates that the addition of one (1) Maintenance Worker position is necessary in order to fully serve the community landscaping needs within the Parks Division of the Public Utilities Department; and

WHEREAS, amending the City's adopted FY 23-24 Position Allocation Plan requires City Council authorization.

NOW THEREFORE, BE IT RESOLVED by the City of Clovis that the City's FY 23-24 Position Allocation Plan shall be amended as noted in Attachment A.

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on September 11, 2023, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: September 11, 2023

Mayor

City Clerk

ATTACHMENT 1

POSITION ALLOCATION ADJUSTMENT BY DEPARTMENT FY 23-24

DEPARTMENT		NUMBER OF POSITIONS
Public Utilities Department		
Add:	Maintenance Worker	1.0



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: September 11, 2023

SUBJECT: General Services – Approval – Res. 23-____, Amending the City's Classification Plan by Revising the Deputy Police Chief Classification, and Approval – Res. 23-____, Amending the Position Allocation Plan within the Police Department.

ATTACHMENTS: 1. Res. 23-____ Classification
2. Res. 23-____ Position Allocation Plan

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

RECOMMENDATION

For City Council to approve a resolution authorizing amendments to the City's Classification Plan by revising the Deputy Police Chief Classification, and approve a resolution amending the FY 23-24 Position Allocation Plan by deleting one (1) Police Captain position and adding one (1) Deputy Police Chief position in the Police Department.

EXECUTIVE SUMMARY

It is necessary to revise the Deputy Police Chief Classification to more clearly define the definition, class characteristics, duties, education, and experience requirements of this position. Currently, the Police Department is authorized for three (3) Police Captain positions. It is recommended that the City's Position Allocation Plan be amended to add one (1) Deputy Police Chief position and eliminate one (1) Police Captain position in the Police Department. Council approval is required for changes to the Classification and Position Allocation Plans.

BACKGROUND

A recently conducted analysis of the Deputy Police Chief classification identified a need for revisions. The recommended changes include the addition of clarifying verbiage regarding the classification definition, class characteristics, education and experience, and current duties needed to perform in this position. The classification revisions also include duties that assist with community policing.

It is recommended that the Position Allocation Plan be amended to delete one (1) Police Captain position and add one (1) Deputy Police Chief position in the Police Department. The addition of the Deputy Police Chief position is recommended to help support the Police Chief with the administrative duties. This newly revised position will also assist the Department with succession planning. Modification of the City's Classification and Position Allocation Plans requires approval of the City Council.

FISCAL IMPACT

The fiscal impact of salary and benefits for the remainder of FY 23-24 is approximately an additional \$5,000.00. There are adequate funds in the Police Department budget to cover the costs of this position for this fiscal year.

REASON FOR RECOMMENDATION

The addition of one (1) Deputy Police Chief position and the elimination of one (1) Police Captain position reflects the level of responsibility needed of staff in the Police Department. The revision to the classification is necessary. Revisions to the Position Allocation and Classification Plans require Council approval.

ACTIONS FOLLOWING APPROVAL

The City's Classification Plan will be updated to reflect the changes which is noted in Attachment A of Attachment 1. The Position Allocation Plan will be modified as noted in Attachment A of Attachment 2.

Prepared by: Lori Shively, Deputy General Services Director

Reviewed by: City Manager AM

RESOLUTION 23-____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING
AMENDMENTS TO THE CITY'S CLASSIFICATION PLAN BY REVISING THE
DEPUTY POLICE CHIEF CLASSIFICATION IN THE POLICE DEPARTMENT**

WHEREAS, it has been determined that amendments to the classification, and updates to the definition, class characteristics, duties, and education and experience sections of the Deputy Police Chief classification are necessary in order to recruit for this position; and

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

NOW THEREFORE, BE IT RESOLVED by the City of Clovis that the City's Classification Plan shall be modified to include the revised Deputy Police Chief Classification specification in Attachment A

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on September 11, 2023, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dated: September 11, 2023

Mayor

City Clerk

City of Clovis DEPUTY POLICE CHIEF

DEFINITION

Under administrative direction, **to** directs, manages, supervises, and coordinates the activities and operations within the Police Department. Serves as a second in command to the **Police** Chief ~~of Police~~; oversees and coordinates assigned activities with other divisions, departments, and outside agencies; provides highly responsible and complex administrative support to the **Police** Chief ~~of Police~~; and to perform related work as required.

CLASS CHARACTERISTICS

Positions in this **sworn** class are responsible to the Police Chief for the **control and management** of services within a designated division. ~~Positions in this class~~ This **classification** exercises supervision, ~~over other employees making~~ **sets work assignments and setting** priorities, training and reviewing the work of **subordinates assigned staff**; ~~Incumbents have responsibility for~~ preparing, reviewing, and **conduct** performance evaluations, processing and resolve grievances, and recommending employment and ~~for effectively recommending~~ **administer** disciplinary action. Positions in this class have considerable independence in selecting work methods from a variety of standard methods or procedures, ~~Incumbents and~~ are expected to resolve most problems confronted through the application of judgment and precedent, referring to the **Police** Chief only those which involve the establishment of new procedures or which involve solutions which are inconsistent with departmental procedures and policies.

EXAMPLES OF DUTIES

Assists the **Police** Chief in the development of goals, objectives, policies, and priorities of the department and in the development of innovative municipal law enforcement practices; performs as a liaison with other City departments, governmental agencies, and civic groups; takes ~~charge~~ **command** of major incidents that occur in area of responsibility and assisting and directing ~~employees~~ **assigned staff** in the performance of duties; prepares budget recommendations and administers division budget; disseminates press information; schedules and coordinates special assignments; keeps informed of the progress of major and special investigations and intelligence; ~~supervises and participates in the~~ supervision, training, evaluation, ~~control~~ **direct**, and discipline of division staff; prepares staff reports and recommendations; responds to citizen complaints; receives, reads, and prepares department and division directives; represents the City in special assignment areas; formulates program definition and policy; ~~makes work assignments, sets priority for training, reviews the work of Police Department personnel, and conducts performance evaluations; recommends hiring and discipline of subordinate employees;~~ **promote employee development, prepare, review, and conduct performance evaluations, and recommend and administer commendation and discipline of assigned staff**; establishes standards of performance ~~for each position supervised~~; develops staff development programs; directs and participates in public information programs; investigates accidents and takes appropriate action; ~~responsible for~~ preparing action plans ~~for to~~ achieving department

ATTACHMENT A

goals; may act as Chief of Police in the Chief's absence as assigned; ~~responsible for~~ planning, assigning, and supervising, train, and coordinating the activities and operations of the patrol operations, detective operations, crime prevention operations, and interdepartmental units training; ~~attend and participate in professional group meetings; stay abreast~~ be familiar with and stay informed of new trends and innovations in the field of law enforcement; ~~participates in a variety of boards, commissions, and committees;~~ presents staff reports and other various correspondences; work closely with the community and other City departments within legal and department mission standards to promote community policing, pursue public safety, preserve the peace, address crime, and improve police-community relations, and participate in community policing efforts and problem-solving projects; oversees public outreach and support the principles of community oriented policing; direct public education programs; participate in public meetings; foster ethical leadership and uphold ethical standards by setting an example and promote the vision and goals of the organization in a focused and systematic manner; operate City vehicles; confer with attorneys concerning the prosecution of criminal complaints, civil litigation and/or disciplinary issues; operate City vehicles; and performs related work as required.

TYPICAL QUALIFICATIONS

LICENSE & AND CERTIFICATES REQUIRED

- Possession of a valid and appropriate California Driver's License and a good driving record;
- Possession of an Advanced Peace Officer Standards and Training (POST) Certificate;
- Possession of a Supervisory Peace Officer Standards and Training ~~P.O.S.T~~ (POST) Certificate;
- Possession of Management Peace Officer Standards and Training (POST) Certificate.

Certificates Desirable ~~Qualifications~~:

- Executive Peace Officer Standards and Training (POST) Certificate;
- Sherman Block Supervisory Leadership Institute Certificate;
- Completion of the Peace Officer Standards and Training (POST) Command College Program, Federal Bureau of Investigation (FBI) National Academy, or equivalent.

EDUCATION AND EXPERIENCE

Education:

- Graduation from an accredited college or university with a Bachelor's Degree.

Education Desirable:

- Master's Degree.

Experience:

- One (1) year of experience ~~equivalent to~~ as a Clovis Police Captain ~~with the Clovis Police Department~~.

~~Desirable Qualifications:~~

- ~~A Master's Degree;~~

- ~~Completion of the Sherman Block Supervisor Leadership Institute program.~~

QUALIFICATIONS

Knowledge of:

- ~~Effective leadership and management principles and practice;~~
- ~~Criminal law, laws of arrest, rules of evidence, search and seizure laws, interviewing and interrogation techniques and related legal basis of police activities;~~
- ~~Department rules, regulations, policies and procedures;~~
- ~~Budget administration principles;~~
- ~~Project management principles and methods;~~
- ~~Program, policy and procedure development principles and practices;~~
- ~~Principles and methods of supervision, employee training and motivation;~~
- ~~Research and data analysis methods and techniques;~~
- ~~Advanced principles, practices, procedures and methods in public safety administration;~~
- ~~Community policing principles, practices and policies;~~
- ~~Current technology and its application to public safety administration;~~
- ~~Appropriate safety precautions and procedures.~~
- Administrative principles and methods, including goals and objective development, program development and implementation;
- Work organization, delegation, and employee supervision;
- Principles and practices of law enforcement, investigation, patrol, community services, and related police services;
- Criminal law, codes, ordinances, and court interpretations, including rights of citizens, apprehension, arrest, search and seizure, and rules of evidence;
- Principles of budget development and administration;
- Principles of leadership including diversity of gender, generation, and race;
- Local government organizations and functions related to public safety;
- Community-based policing and problem solving oriented policing techniques;
- Modern law enforcement theory, methods, practices, and procedures, including patrol, crime prevention, traffic control, investigations, and specialty areas of assignments;
- Short and long range planning;
- Principles and techniques used in public relations;
- Recent court decisions and how they affect department operations;
- Use, care, and operation of department authorized equipment and firearms;
- Principles of management, supervision, training, and performance evaluation;
- Principles and practices of budget preparation and control.

Ability to:

- ~~Plan, organize and manage the operations of a law enforcement agency;~~
- ~~Analyze reports and statistics regarding crime, trends, juvenile delinquency, and other subjects;~~
- ~~Effectively budget, allocate and utilize agency resources;~~
- ~~Identify issues and concerns, develop alternatives and achieve consensus among diverse interests;~~
- ~~Develop and implement goals, objectives, policies and priorities;~~
- ~~Work in a collaborative and cooperative team environment;~~
- ~~Understand, interpret, and apply laws, administrative policies, rules and procedures;~~

- ~~Prepare clear and concise records, reports, correspondence and other written materials;~~
- ~~Communicate clearly, concisely, and persuasively both orally and in writing including presentations at meetings;~~
- ~~Lead, select, supervise, motivate and evaluate staff;~~
- ~~Establish and maintain effective working relationships with those contacted in the performance of required duties.~~
- Analyze complex technical and administrative police services problems, evaluating alternative solutions, and adopting effective courses of action;
- Analyze the community and organizational needs and develop and present recommendations;
- Assist in the preparation and administration of a comprehensive police services program;
- Select, motivate, and evaluate staff;
- Provide for staff training and professional development;
- Develop and implement goals, objectives, policies, procedures, work standards, and internal controls;
- Perform a wide variety of professional law enforcement work;
- Exercise sound independent judgement within general policy and administrative guidelines;
- Organize data and information;
- Operate a vehicle observing legal and defensive driving practices;
- Prepare and administer budgets and understand and apply sound fiscal principals when dealing with the department budget;
- Demonstrate technical and tactical proficiency in the use and care of firearms and other police equipment;
- Effectively, tactfully, and courteously represent the City of Clovis Police Department with the public and other law enforcement agencies;
- Respond to requests and inquiries from the public;
- Identify and prepare information for release to the media;
- Prepare clear and concise administrative and financial reports;
- Be on-call to respond to special law enforcement emergencies;
- Communicate clearly and concisely, both orally and in writing;
- Establish and maintain cooperative working relationships with a variety of citizens, public, and private organizations, boards and commissions, and City staff.

SUPPLEMENTAL INFORMATION

PHYSICAL DEMANDS AND WORKING CONDITIONS

- Environment: Job functions are performed in an office, outdoor, and driving environments in reactive emergency, natural or man-made disaster, and routine peace keeping environments with travel from site to site; periodically exposed to outdoor cold and hot temperatures, and inclement weather conditions; confined spaces; exposure to life threatening situations; extensive public contact; moderate to loud noise levels: and hazardous physical substances and fumes.
- Physical fitness: Primarily sedentary and periodically required ~~at a level sufficient~~ to bend, twist, turn, stoop, squat, kneel, climb, crawl, sit, ~~or~~ stand, and walk for prolonged ~~hours~~ periods of time.
- Strength: Ability to perform tasks requiring strength and stamina; light work-lifting, carrying and/or pushing 25 pounds on an infrequent basis: and wear a duty belt weight

and other police equipment.

- Vision: Corrected to 20/3020 in one eye, and 20/2030 in the other eye; constant use of overall vision; frequent reading of documents and reports; ability to identify suspects and interpret and apply the law to field situations; observation skills; and maintain firearms qualification.
- Hearing/Speech: Sufficient verbal ~~to~~ communication to project a voice that can be heard in loud environments; hear and distinguish various sounds including over the telephone and ~~via~~ radio; and communicate in person and to large groups.
- Dexterity: Grasp, push, pull, and fine manipulation to use a computer, operate a motor vehicle, and police services equipment.
- Working conditions: Attend periodic evening meetings or meetings outside of regularly scheduled shift; travel within and out of City to attend meetings; ~~incumbent is~~ subject to extended workday assignments, periodically required to train and qualify in the use of firearms, vehicles, and specialized law enforcement practices and equipment.

RESOLUTION 23-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING AMENDMENTS TO THE CITY'S FY 23-24 POSITION
ALLOCATION PLAN**

WHEREAS, the FY 23-24 Position Allocation Plan in the Police Department was approved as part of the FY 23-24 City Budget adoption process; and

WHEREAS, a review of the staffing needs for the Police Department indicates that the deletion of one (1) Police Captain position and the addition of one (1) Deputy Police Chief position is necessary in order to provide the support needed for the Police Department; and

WHEREAS, amending the City's adopted FY 23-24 Position Allocation Plan requires City Council authorization.

NOW, THEREFORE, BE IT RESOLVED, by the City of Clovis that the City's FY 23-24 Position Allocation Plan shall be amended as noted in Attachment A .

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on September 11, 2023, by the following vote, to wit.

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: September 11, 2023

Mayor

City Clerk

ATTACHMENT 2

POSITION ALLOCATION ADJUSTMENT BY DEPARTMENT FY 23-24

DEPARTMENT		NUMBER OF POSITIONS
Police Department		
Add:	Deputy Police Chief	1.0
Delete:	Police Captain	1.0

ATTACHMENT A



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: September 11, 2023

SUBJECT: General Services – Approval - Claim Rejection of the General Liability Claim on behalf of Leuthvilay Keohavanga.

ATTACHMENTS: None

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

RECOMMENDATION

Reject the General Liability Claim filed on behalf of Leuthvilay Keohavanga.

EXECUTIVE SUMMARY

Leuthvilay Keohavanga (claimant) filed a General Liability Claim against the City of Clovis on July 31, 2023. The claim alleges excessive force, false imprisonment, and emotional distress caused by Clovis police officers, and seeks to recover alleged monetary damages from the City. It is recommended that the claim be rejected at this time.

BACKGROUND

On July 31, 2023, a General Liability Claim was filed against the City of Clovis on behalf of Leuthvilay Keohavanga. The claim was considered legally sufficient and timely. Mr. Keohavanga alleges that on February 6, 2023, the Clovis Police Department responded to his residence due to a domestic disturbance and used excessive force with the use of a K-9, which caused bodily injuries, emotional distress and loss of wages.

Mr. Keohavanga seeks damages against the City in excess of \$25,000. The claim has been filed as a “civil unlimited case”.

FISCAL IMPACT

Rejection of the claim does not result in any fiscal impact.

REASON FOR RECOMMENDATION

It is recommended that the claim be rejected. The City's liability is disputed, and although the claim is legally sufficient, the amount of the alleged damages sustained by the claimant may also be disputed. Rejecting the claim and sending notice of rejection in accordance with the Government Claims Act will commence the time in which claimant may file a lawsuit against the City based on the claim.

ACTIONS FOLLOWING APPROVAL

A letter will be sent to the claimant informing him that the claim has been rejected.

Prepared by: Charles W. Johnson, Management Analyst

Reviewed by: City Manager AH



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: September 11, 2023

SUBJECT: Planning and Development Services - Approval – Res. 23-____, Final Map Tract 6393, located at the southeast area of Herndon Avenue and Temperance Avenue (Gill Gaheer Development LLC).

ATTACHMENTS: 1. Res. 23-____
2. Vicinity Map
3. Final Map Copy

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

RECOMMENDATION

For the City Council to approve Res. 23-____, which will:

1. Accept the offer of dedication of parcels and public utility easements within Tract 6393, and
2. Authorize the recording of the final map.

EXECUTIVE SUMMARY

The owner, Gil Gaheer Development LLC, acting as the subdivider, has submitted a final map. The improvement plans are being processed by City staff. The improvements to be installed include curb, gutter, sidewalk, streetlights, fire hydrants, street paving, sanitary sewer, water mains, and landscaping. The subject tract is at the southeast area of Herndon Avenue and Temperance Avenues. It contains approximately 1.3 acres and consists of 7 residential units, zoned R-1.

FISCAL IMPACT

The subdivider will be installing curb, gutter, sidewalk, fire hydrants, street paving, sanitary sewer, water mains, and landscaping, which will be perpetually maintained by the City of Clovis. For the streetlights, the City will pay for the power and PG&E will provide the maintenance.

REASON FOR RECOMMENDATION

The subdivision agreement has been executed by the subdivider and all development fees paid or deferred in accordance with the Municipal Code. The agreement provides for the developer to complete a technically correct map and improvement plans, and to complete all the required improvements in compliance with the conditions of approval. The improvements are adequately secured.

ACTIONS FOLLOWING APPROVAL

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

Prepared by: Jeff Brown, Engineer II

Reviewed by: City Manager AK

RESOLUTION 23-__**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING FINAL
SUBDIVISION MAP FOR TRACT NO. 6393**

WHEREAS, a final map has been presented to the City Council of the City of Clovis for Tract 6393, 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 of Clovis as follows:

1. The final map of Tract 6393, consisting of two (2) sheets, a copy of which is on file with the City Clerk, be and the same is hereby approved.
2. The subdivision improvement plans for said tract have been approved 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 \$166,253.00.
4. The offer and dedication for public use of the parcels 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%) of the remaining improvements to be constructed or the sum of \$166,000.00 for guaranteeing specific performance of said agreement and fifty percent (50%) of the remaining improvements or the sum of \$83,000.00 for payment of labor and materials furnished by contractors, subcontractors, laborers 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 \$16,600.00 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 September 11, 2023, by the following vote, to wit.

AYES:

NOES:

ABSENT:

ABSTAIN:

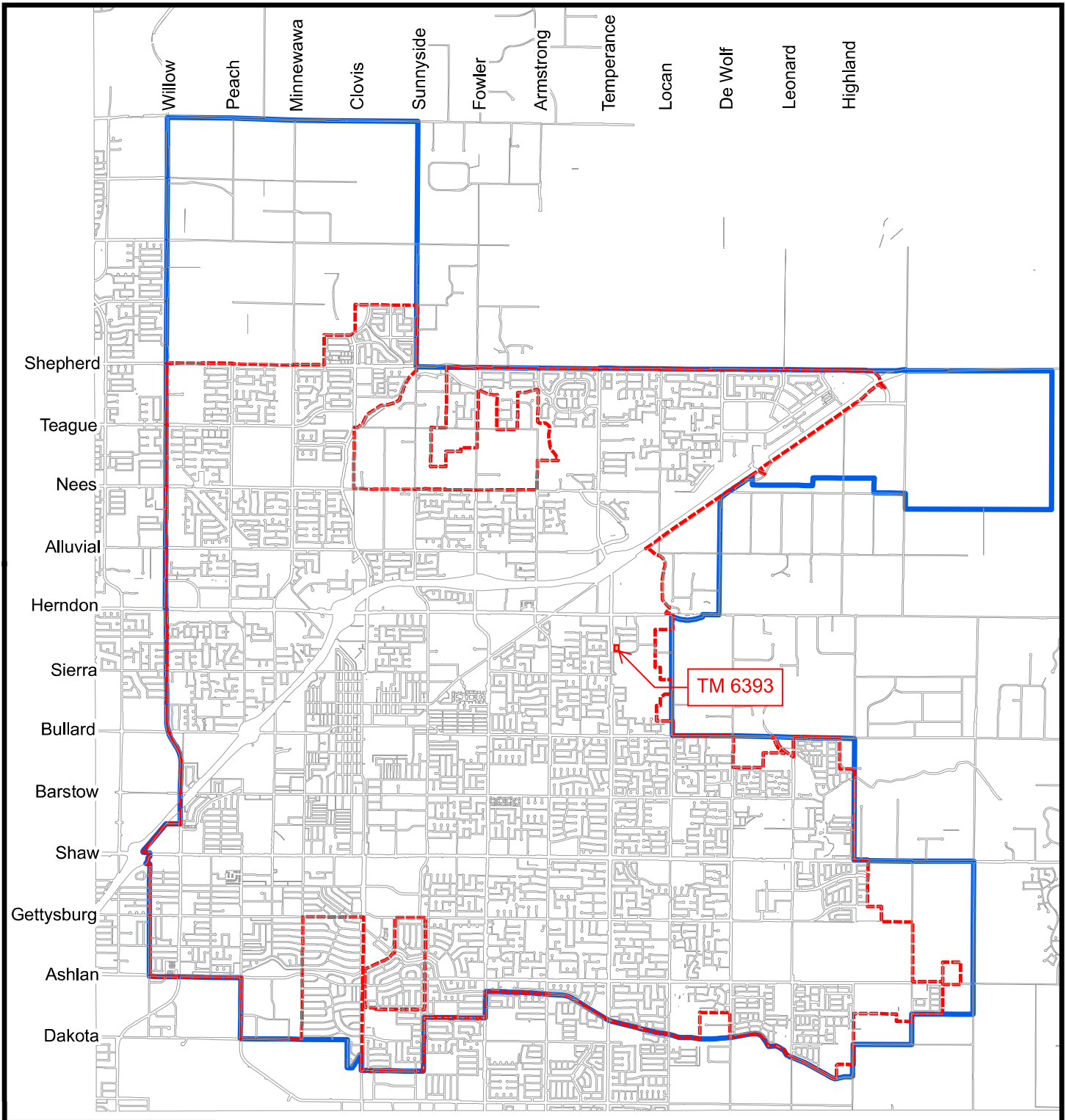
DATED: September 11, 2023

Mayor

City Clerk

VICINITY MAP

TM 6393 (Gill Gaheer Development LLC)



Attachment 2



FINAL MAP OF TRACT No. 6393

IN THE CITY OF CLOVIS, COUNTY OF FRESNO,
STATE OF CALIFORNIA

SURVEYED AND PLATTED IN AUGUST OF 2021, BY R. W. GREENWOOD ASSOCIATES, INC.
CIVIL ENGINEERING – LAND SURVEYING, 2558 EAST OLIVE AVENUE, FRESNO, CALIFORNIA, 93701, PHONE (559) 268-7831

SHEET ONE OF TWO SHEETS



ENGINEER'S (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 GILL GAHEER DEVELOPMENT, LLC ON AUGUST 20, 2021. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR 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.

MARK W. GREENWOOD LS 6945 DATE

CITY ENGINEER'S STATEMENT

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

THAD M. AVERY R.C.E. 62251 DATE
CITY ENGINEER

CITY SURVEYOR'S STATEMENT

I, JEFFREY S. LAND, CITY SURVEYOR OF THE CITY OF CLOVIS, HEREBY STATE THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT, PURSUANT TO THE PROVISIONS OF THE SUBDIVISION MAP ACT.

JEFFREY S. LAND P.L.S. 8634 DATE
CITY SURVEYOR

CITY CLERK'S CERTIFICATE

I, KAREY CHA, DO HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF CLOVIS BY RESOLUTION ADOPTED _____, 2023 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.

BY: KAREY CHA DATE
CITY CLERK OF THE CITY OF CLOVIS

RECORDER'S CERTIFICATE

DOCUMENT No. _____
FILED THIS _____ DAY OF _____, 20____,
AT _____ M. IN VOLUME _____ OF PLATS, AT PAGE(S) _____,
FRESNO COUNTY RECORDS AT THE REQUEST OF
Orange Coast Title Company of Northern California.

FEE: _____
PAUL DICTOS, C.P.A.
FRESNO COUNTY ASSESSOR – RECORDER

BY: _____ DEPUTY

REV. 05/31/2023 PNL
REV. 04/30/2023 WMO
REV. 04/19/2023 PNL
REV. 03/20/2023 PNL
REV. 03/01/2023 PNL
REV. 08/10/2022 PNL
REV. 04/12/2022 PNL
REV. 12/20/2021 WMO
LDT VIEW PLAT FINAL
ACAD FILE: \MAPS\21045\FINAL.DWG
GREENWOOD'S I.D. No. 0-21045
FIELD BOOK 227, PAGE 50, 54/58

RECORD TITLE INTEREST STATEMENT:

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

GILL GAHEER DEVELOPMENT LLC,
a California limited liability company

Karnaldeep Gaheer, Member

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 FRESNO

ON _____ BEFORE ME, _____

A 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

NAME _____ SIGNATURE _____

MY COMMISSION EXPIRES _____ COUNTY OF FRESNO

COMMISSION NO. _____ DATE _____

LEGAL DESCRIPTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE CITY OF CLOVIS, THE COUNTY OF FRESNO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA, BEING KNOWN AND DESIGNATED AS THE WEST 345.47 FEET OF THE SOUTH 290 FEET OF PARCEL A OF PARCEL MAP NO. 1251, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 7, PAGE 31 OF PARCEL MAPS, FRESNO COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 13 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO IRREVOCABLE OFFER OF DEDICATION, RECORDED AS DOCUMENT NO. 91007821, ON JANUARY 18, 1991, OFFICIAL RECORDS OF FRESNO COUNTY AND ACCEPTANCE OF IRREVOCABLE OFFER OF DEDICATION, RECORDED SEPTEMBER 19, 2007, AS DOCUMENT NO. 2007-174528, OFFICIAL RECORDS OF FRESNO COUNTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL A OF PARCEL MAP NO. 1251, RECORDED IN BOOK 7, PAGE 31, FRESNO COUNTY RECORDS; THENCE NORTH 00°21'48" WEST, A DISTANCE OF 290.00 FEET, ALONG A LINE PARALLEL TO THE WEST LINE OF SECTION 2, TOWNSHIP 12 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE & MERIDIAN; THENCE NORTH 89°42'21" EAST, A DISTANCE OF 47.55 FEET; THENCE SOUTH 01°11'06" EAST, A DISTANCE OF 290.04 FEET; THENCE SOUTH 89°42'21" WEST, A DISTANCE OF 51.71 FEET TO THE POINT OF BEGINNING.

THIS PROPERTY IS SUBJECT TO THE FOLLOWING:

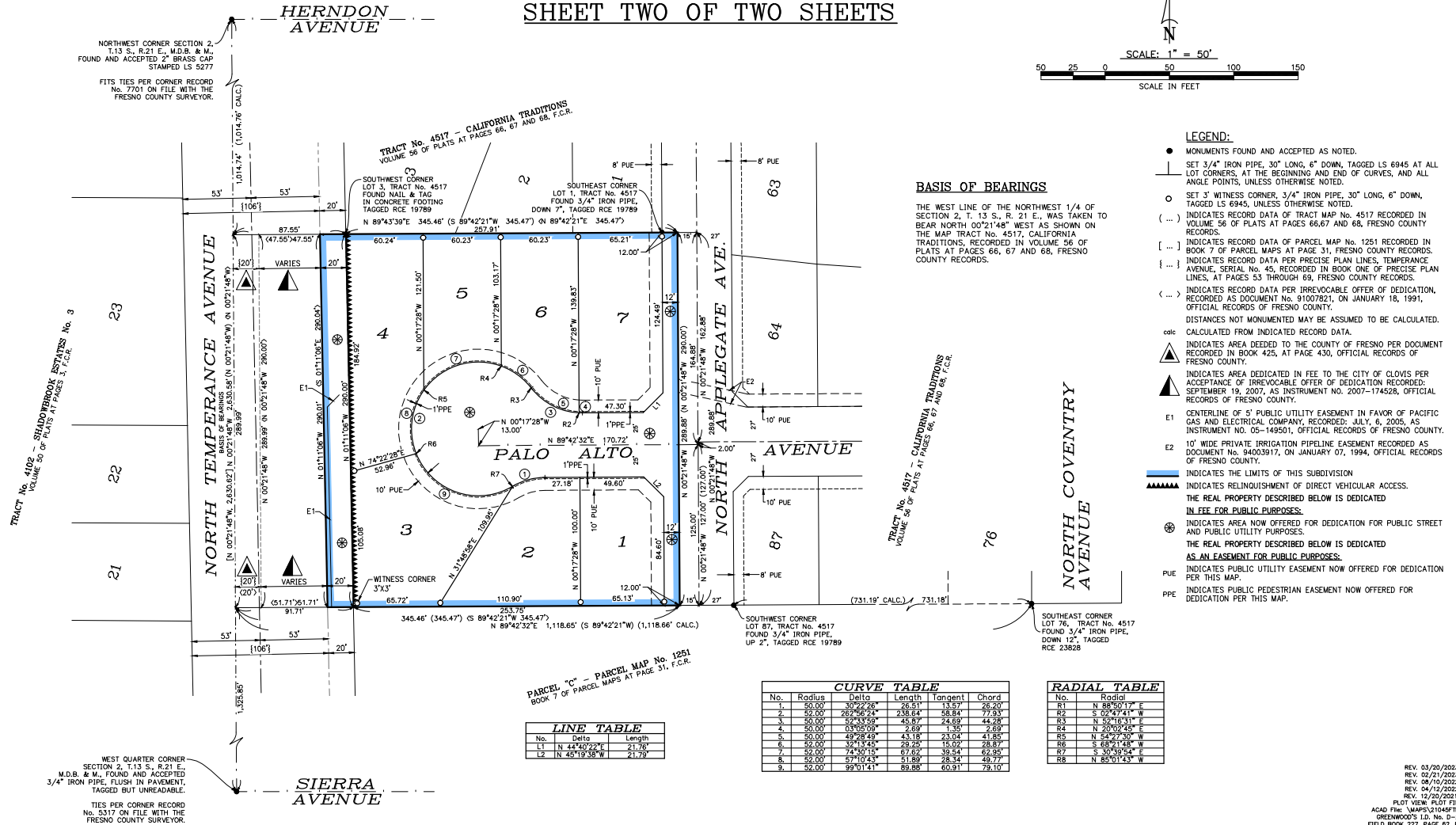
1. THE EFFECT OF AN INSTRUMENT ENTITLED "BEFORE THE BOARD OF DIRECTORS OF THE FRESNO METROPOLITAN FLOOD CONTROL DISTRICT RESOLUTION PROVIDING FOR THE RECORDATION OF A MAP IDENTIFYING AREAS SUBJECT TO PAYMENT OF DRAINAGE FEES AND/OR REQUIREMENTS TO CONSTRUCT PLANNED LOCAL DRAINAGE FACILITIES", EXECUTED BY FRESNO METROPOLITAN FLOOD CONTROL DISTRICT AND CITY OF FRESNO, RECORDED JULY 31, 1995 AS INSTRUMENT NO. 95092128 OF OFFICIAL RECORDS.
2. AN EASEMENT FOR PURPOSES HEREIN STATED, AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN AN INSTRUMENT RECORDED: IN BOOK 409, PAGE 311 OF DEEDS, FOR A DITCH FOR THE PURPOSE OF CARRYING WATER FROM THE ENTERPRISE DITCH TO THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 2 AND INCIDENTAL PURPOSES, AFFECTS THE WEST HALF OF SAID SECTION 2, THE EXACT LOCATION OF WHICH CANNOT BE DETERMINED OF RECORD.
3. SHORT FORM LAND CONSERVATION CONTRACT RECORDED FEBRUARY 27, 1975, IN BOOK 6402 PAGE 653, OFFICIAL RECORDS OF FRESNO COUNTY.
4. RESOLUTION WAIVING ACREAGE RESTRICTION RECORDED, SEPTEMBER 17, 1980, IN BOOK 7586 PAGE 817 AS DOCUMENT NO. 89307, OFFICIAL RECORDS OF FRESNO COUNTY.
5. AGREEMENT FOR CONNECTING TO THE CITY OF CLOVIS SERVICES AND CREATING LIEN ON REAL PROPERTY, RECORDED: JANUARY 18, 1991, AS INSTRUMENT NO. 91007822, OFFICIAL RECORDS OF FRESNO COUNTY.
6. THE EFFECT OF A CONVEYANCE OF SAID LAND FROM KAMALDEEP S. GAHEER, AND JAQVIR K. GAHEER, TRUSTEES OF THE KAMALDEEP S. GAHEER AND JAQVIR K. GAHEER REVOCABLE TRUST DATED SEPTEMBER 26, 2018 AND GOBIND GILL, A MARRIED MAN AND ARTI NAYYAR, HIS WIFE TO GILL GAHEER DEVELOPMENT LLC, A CALIFORNIA LIMITED LIABILITY COMPANY RECORDED APRIL 29, 2022, AS INSTRUMENT NO. 2022-56676, OFFICIAL RECORDS.

FINAL MAP OF TRACT No. 6393

IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA

SURVEYED AND PLATTED IN AUGUST OF 2021, BY R. W. GREENWOOD ASSOCIATES, INC.
CIVIL ENGINEERING - LAND SURVEYING, 2558 EAST OLIVE AVENUE, FRESNO, CALIFORNIA, 93701, PHONE (559) 268-7831

SHEET TWO OF TWO SHEETS





CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: September 11, 2023

SUBJECT: Planning and Development Services - Approval – Res. 23-____, Annexation of Proposed Tract 6393, located at the southeast area of Herndon Avenue and Temperance Avenue (Gill Gaheer Development LLC).

ATTACHMENTS: 1. Res. 23-____

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

RECOMMENDATION

For the City Council to approve Res. 23-____, which will annex proposed Tract 6393, located at the southeast area of Herndon Avenue and Temperance Avenue to the Landscape Maintenance District (LMD) No. 1 of the City of Clovis.

EXECUTIVE SUMMARY

The owner, Gill Gaheer Development LLC, acting as the subdivider, has requested to be annexed to the LMD No. 1 of the City of Clovis as set forth by the Conditions of Approval for Tract 6393.

BACKGROUND

Gill Gaheer Development LLC, the developer of Tract 6393, 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.

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

	<u>Tract 6393</u>	<u>Year to Date</u>
LMD Landscaping added:	0.163 acres	12.776 acres
Resource needs added:	0.016 persons	1.278 persons

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 6393 shall become a part of City of Clovis LMD No. 1 and will be assessed next year for maintenance costs.

Prepared by: Jeff Brown, Engineer II

Reviewed by: City Manager AK

RESOLUTION 23-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING ANNEXATION TO LANDSCAPE 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. 6393, as described in **Attachment A** attached hereto and incorporated herein by reference, have consented to said annexation and such annexation may be ordered without notice and hearing or filing of engineer's report, or both.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. That the public interest and convenience require that certain property described in **Attachment A** attached hereto and by reference incorporated herein be annexed into Landscape Maintenance District No. 1 of the City of Clovis for the maintenance and servicing of landscaping facilities.
2. The City Clerk shall receive and file the maps showing the boundaries of the areas annexed as set forth in **Attachment A** which boundaries shall be used for assessment proceedings until and unless a change of organization is approved pursuant to the Act.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on September 5, 2023, by the following vote, to wit.

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk

ATTACHMENT A

Legal Description

Lots 1 through 7, inclusive, of Tract Map 6393 recorded in Volume _____ of Plats at Pages _____ through _____, Fresno County Records.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Police Department

DATE: September 11, 2023

SUBJECT: Police - Approval - Purchase of unmanned aerial vehicle (UAV) Military Equipment in the amount of \$18,814.12.

ATTACHMENTS:

1. Policy 706 of the Clovis Police Department Policy Manual
2. Photograph of DJI-Mavic 3 Enterprise
3. Quote for DJI-Mavic 3 Enterprise

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

RECOMMENDATION

Staff recommends that the City Council approve purchase of a DJI-Mavic 3 Enterprise UAV for public safety pursuant to Policy 706 of the Clovis Police Department Policy Manual.

EXECUTIVE SUMMARY

Staff recommends that the City Council approve purchase of a DJI-Mavic 3 Enterprise UAV for the use of crime scene and traffic collision mapping. The application of the DJI-Mavic 3 Enterprise equipped with a mechanical shutter, a 56x zoom camera, and an RTK module for centimeter-level precision, allows the Department to efficiently map crimes scenes and traffic collisions which helps reduce manpower and overtime. It allows us to create 3D maps of scenes and reduces the need to hire third party companies to map large scale incidents, which will save the Police Department money.

The DJI Mavic 3 Enterprise is a powerful new drone that has the potential to improve the Police Department's mapping accuracy significantly. This drone offers precise mapping capabilities and can be used to capture aerial data with high accuracy and precision. The Mavic 3 Enterprise features a powerful 4K camera, a 3-axis gimbal, a 1-inch sensor, and advanced obstacle avoidance technology to ensure that it captures accurate data. The Mavic 3 Enterprise also has a range of features designed to make mapping more efficient. It has an advanced flight mode that allows the drone to autonomously fly in a specific pattern and capture multiple images of a designated area. This helps reduce coverage time and allows the user to capture more data in

less time. Additionally, the drone is equipped with long-range transmission technology that allows it to fly up to 10 km away from the operator. This ensures that the operator can safely capture data without having to worry about the drone being lost or damaged. The Mavic 3 Enterprise also has an advanced image processing system that enables it to capture high-quality data with minimal post-processing. This system is capable of recognizing objects, patterns, and other features in the captured images and can be used to generate accurate maps of the surveyed areas.

Overall, the DJI Mavic 3 Enterprise is an excellent choice to improve mapping accuracy. With its powerful features and advanced technologies, it will help improve the accuracy and efficiency of our mapping projects.

BACKGROUND

Our current way of mapping crime scenes and traffic collisions is by using a Total Station. This process is effective but very time consuming. This method of mapping costs the Police Department more money in overtime and forces us to lock down City streets and scenes for extended periods of time, which often inconveniences the community and businesses. The Mavic 3 Enterprise UAV allows the Police Department to process scenes in a fraction of the time while using less employees.

Historically when the Police Department was challenged with mapping large scale scenes, they would contract a third-party company to complete the task. This process has proven to be extremely time consuming and expensive. Using the Mavic 3 Enterprise would allow the Police Department to map the scene themselves in a fraction of the time. Due to the price third party companies charge to process large scale scenes, the Mavic 3 Enterprise, accompanying equipment, and software would pay for itself after mapping one large scale scene.

Advexure Unmanned Systems is an approved Clovis Police Department UAV vendor who we primarily use to purchase DJI UAV's, which is approximately 90 percent of our current UAV fleet.

FISCAL IMPACT

The cost of the DJI-Mavic 3 Enterprise is included in the existing budget. Annual maintenance of the UAV and software is potentially between \$1,000 and \$2,000 dollars.

REASON FOR RECOMMENDATION

Approval will allow the Department to reduce overtime and manpower to map scenes. Additionally, the Department wouldn't need to contract expensive third-party companies to process complex scenes.

ACTIONS FOLLOWING APPROVAL

The Department will purchase the DJI-Mavic 3 Enterprise UAV from Advexure Unmanned Systems for the price listed in Attachment 3.

Prepared by: Josh Richards, Police Sergeant

Reviewed by: City Manager *AH*

Military Equipment

706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached, excluding unarmored all-terrain vehicles and dirt bikes.
- Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld ram designed to be operated by one person.
- Firearms and ammunition of fifty (.50) caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than fifty (.50) caliber, including firearms and accessories identified as assault weapons pursuant to Penal Code section 30510 and Penal Code section 30515, with exception of standard department issued firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools, including, but not limited to, grenades.
- Munitions containing tear gas or oleoresin capsicum (OC), excluding standard, Department-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and Long-Range Acoustic Devices (LRADs).
- Kinetic energy weapons and munitions, including, but not limited to, projectile launchers, bean bag rounds, and rubber bullets.

Military Equipment

- Any other equipment as determined by a governing body or a state agency to require additional oversight.

706.2 POLICY

It is the policy of the Clovis Police Department that members of this department comply with the provisions of Government Code § 7071.

706.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Clovis Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting.
 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

706.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying military equipment for the Department:

[See attachment: Military Equipment List.pdf](#)

706.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting this military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least thirty (30) days prior to any public hearing concerning the military equipment at issue (Government Code §

Military Equipment

7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to Title 10 of the United States Code section 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

706.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment maybe used by any other law enforcement agencies or members in this jurisdiction if such military equipment has been approved for use in accordance with this policy. Military equipment used by other law enforcement agencies that are providing mutual aid or assistance to this jurisdiction shall comply with their respective military use policies in rendering mutual aid or assistance.

706.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for Department use. The report shall include all information required by Government Code section 7072 for the preceding calendar year for each type of military equipment in department inventory.

706.8 COMMUNITY ENGAGEMENT

Within thirty (30) days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting,

Military Equipment

at which the Department should discuss the report and respond to public questions regarding Department funding, acquisition, or use of military equipment.

In accordance with Section 706.3(g) of this policy and Government Code section 7070(d)(7), members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment in this policy. The Department will monitor all complaints, concerns, and questions to ensure timely responses are completed. Complaints, concerns, or questions may be submitted by any of the following means:

1. Via email to: militaryequipmentquestions@cityofclovis.com
2. Via phone call to: (559) 324-2406
3. Via postal mail to: Clovis Police Department, Attn: Chief of Police, 1233 Fifth Street, Clovis, CA 93612

Attachments

Military Equipment List.pdf

Military Equipment

1. **Mobile Command Vehicle (MCV)** – A vehicle used as a mobile dispatch center and/or office that provides heated and cooled shelter, a source of electricity and lighting, access to Department computer systems, and a place for department members to meet at the scene of a critical incident, pre- planned event, natural disaster, or community event.

- a. Description quantity, capabilities, and purchase cost

The MCV is custom built by the Farber Company on a 2 axel Freightliner Chassis that had an initial cost of \$542,608 in 2006. The single unit (1) has a chassis motor which propels the vehicle and a generator which powers all internal electrical components and can provide external power to additional lights or equipment as necessary. The MCV has two full dispatch terminals, space for up to 7 additional workstations, and multiple divider doors that can break up the space into five separate rooms. The MCV has three dedicated cell phone lines and 5 sets of radios that can communicate with all surrounding agencies on both UHF and VHF frequencies.

- b. Purpose

To be used at the scene of any pre planned event, community event, critical event, or natural disaster where a portable office, dispatch center, heated or cooled shelter, supplemental power source and/or meeting location is needed.

- c. Authorized use

Only staff trained in the deployment and operation of the MCV may operate it. Only members that have a California Class B driver's license with air brake endorsement may drive the vehicle.

- d. Lifespan

The MCV has a 30-year lifespan on the chassis and vehicle. Upgrades on technology inside the vehicle will be on an as needed basis.

- e. Fiscal Impact

Annual maintenance cost is approximately \$1,500.00

- f. Training

The drivers shall receive training in the safe handling of the vehicle on a closed training course. Once the operator has shown competence in vehicle handling, the driver will drive the vehicle throughout the city with an experienced driver.

The driver shall also undergo California Department of Motor Vehicle commercial vehicle testing.

g. Legal and Procedural Rules

Use shall be in accordance with California State law regarding the operation of motor vehicles.

2. **Crisis Negotiation Team (CNT) Vehicle-** A vehicle used as a mobile office that provides shelter, access to the Police Department computer systems, and facilities on extended events.

a. Description, quantity, capabilities, and purchase cost

2007 General Motors 4500 Utilimaster (custom built) vehicle, cost: \$149,654, quantity: 1 The CNT vehicle can be utilized with SWAT/CNT callouts and for community events.

b. Purpose

To be utilized for critical incident callouts and community events.

c. Authorized Use

The CNT vehicle is used by officers and staff who have been properly trained in the safe handling of the vehicle. The driver of the vehicle shall have a valid California driver license.

d. Lifespan

The CNT vehicle has a 30-year lifespan on a chassis and vehicle.

e. Fiscal Impact

Annual maintenance, \$600.

f. Training

Once completing a closed training course, the operator will drive the vehicle throughout the city with an experienced driver.

g. Legal and Procedural Rules

Use shall be in accordance with California State law regarding the operation of motor vehicles.

3. **Unmanned Aircraft System (UAS):** An unmanned aircraft along with the associated equipment necessary to control it remotely.

- a. Description, quantity, capabilities, and purchase cost of current UAS:
 - i. DJI MAVIC MINI, cost: \$500 each, quantity: 20. Miniature UAS that weighs approximately 249 grams and can record video and audio with approximately 30 minutes of flight time.
 - ii. DJI MAVIC 2 ENTERPRISE ADVANCED, cost: \$7,500, quantity: 2. UAS that has a color and thermal camera as well as audible speaker and light. Capable of video recording and weighs 909 grams without a payload, approx. 30 minutes of flight time.
 - iii. DJI MAVIC ENTERPRISE, cost: \$3,500, quantity: 1. UAS that has a color and thermal camera as well as audible speaker and light. Capable of video recording and weighs 899 grams without a payload, approx. 30 minutes of flight time.
 - iv. DJI MAVIC PRO, cost: \$1,500, quantity: 1. UAS that weighs approx. 1.5 pounds, 25-minute flight time and a single-color camera with recording capabilities.
 - v. DJI PHANTOM 4, cost: \$1,600, quantity: 1. UAS that weighs approx. 1380 grams, 28-minute flight time and a single-color camera with recording capabilities.
 - vi. DJI MATRICE 300 with HT20 camera, cost: \$25,000 each, quantity: 1. UAS that has 45 minutes of flight time, in all weather, has an IR camera, zoom camera and light. Has video recording capabilities.
 - vii. DJI MATRICE 210 with Z30 camera, cost: 10,500 each, quantity: 1. UAS that has 30 minutes of flight time without a payload, in all weather, has a zoom camera and light. Has video recording capabilities.
 - viii. SKY HERO LOKI 2, cost: 10,500 for a package of 2, quantity: 1. Ruggedized interior tactical UAS that has 16 minutes of flight time. It has a forward facing analog fixed day-night + IR camera allowing it to fly in total darkness. Unable to record video currently.

- ix. SKYDIO 2, cost: \$1,100, quantity: 1. UAS that weighs approx. 775 grams, 27 minutes of flight time. It has a zoom camera and 360-degree accident avoidance. It is unable to fly in darkness.

b. Purpose

To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:

- i. Major collision investigations.
- ii. Searching for missing persons.
- iii. Natural disaster management.
- iv. Crime scene photography.
- v. SWAT, tactical or other public safety and life preservation missions.
- vi. In response to specific requests from local, state, or federal fire authorities for fire response and/or prevention.

c. Authorized Use

Only assigned operators who have completed the required training shall be permitted to operate any UAS during approved missions.

d. Expected Life Span

All UAS equipment, 3-5 years.

e. Fiscal Impact

Annual maintenance and battery replacement cost is approximately \$10,000.

f. Training

All Department UAS operators are required to obtain a PART 107 license. In addition, each operator must attend a basic department training course and participate in ongoing quarterly training.

g. Legal and Procedural Rules

Use is established under FAA Regulations 14 CFR Part 107, COA, FAA waivers, and the City of Clovis UAS policy. It is the policy of Clovis Police Department to

utilize UAS only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

4. **40 MM Launchers and Rounds:** 40MM Launchers are utilized by department personnel as a less lethal tool to launch impact rounds.

- a. Description, quantity, capabilities, and purchase cost:
- i. DEFENSE TECHNOLOGY, 40MM SINGLE SHOT LAUNCHER, #1425, cost: \$1000, quantity: 2. The 40MM Single Launcher is a tactical single shot launcher that features an expandable ROGERS Super Stoc and an adjustable Integrated Front Grip (IFG) with light rail. It will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. It will launch a 40MM less lethal round up to 131 feet and is only authorized to be used by SWAT personnel.
 - ii. DEFENSE TECHNOLOGY, 40MM TACTICAL 4-SHOT LAUNCHER, #1440, cost: \$1975, quantity: 2. The 40mm Tactical 4-Shot Launcher is low-profile and lightweight, providing multi-shot capability in an easy to carry launcher. It features the Rogers Super Stoc™ expandable gun stock, an adjustable Picatinny mounted front grip, and a unique direct-drive system to advance the magazine cylinder. It will launch a 40MM less lethal round up to 131 feet and is only authorized to be used by SWAT personnel.
 - iii. DEFENSE TECHNOLOGY, 40MM EXACT IMPACT SPONGE, #6325, cost: \$18, quantity: 62. A less lethal 40mm lightweight plastic and foam projectile fired from a single or multi-round purpose built 40mm grenade launcher with a rifled barrel at 325 FPS. The 30-gram foam projectile delivers 120 ft/lbs. of energy on impact. The 40mm Exact Impact Sponge Round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 131 feet from the target.
 - iv. DEFENSE TECHNOLOGY, SPEDE-HEAT 40MM LONG-RANGE, CS, #6182, cost: \$30, quantity: 34. The SPEDE-HEAT CS Long-Range Munitions delivers one chemical canister of CS agent from a 40 mm launcher down range up to 150 yards. The Spede-Heat is a pyrotechnic round designed specifically for outdoor use in crowd control situations with a high-volume continuous burn that expels its payload in approximately 20-40 seconds from a single source. The Spede-Heat family may be used to conceal tactical movement or to route a crowd.

- v. DEFENSE TECHNOLOGY, SPEDE-HEAT 40MM LONG-RANGE ROUND, SAF SMOKE, #6183, cost: \$27, quantity: 12. The Spede-Heat Saf-Smoke Long Range Munitions is designed to deliver one chemical canister of Saf-Smoke™ payload down range up to 150 yards. The Spede-Heat is a pyrotechnic round designed specifically for outdoor use in crowd control situations with a high-volume continuous burn that expels its payload in approximately 20-40 seconds from a single source. The Spede- Heat 40 mm is designed for outdoor and has a maximum effective range of 150 yards.

b. Purpose:

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

c. Authorized Use:

- i. Situations for use of the less lethal weapon systems may include, but are not limited to:
- ii. Self-destructive, dangerous and/or combative individuals. Riot/crowd control and civil unrest incidents.
- iii. Circumstances where a tactical advantage can be obtained. Potentially vicious animals.
- iv. Training exercises or approved demonstrations.
- v. By officers who have been trained in their proper use.

d. Lifespan:

- i. Defense Technology #1425- 25 years.
- ii. Defense Technology #1440- 15 years.
- iii. Model 6182 Defense Technology Spede-Heat 40 MM long-range, CS- 5 years.
- iv. Model 6183 Spede-Heat 40mm Long-range Round, Saf Smoke- 5 years.

e. Fiscal Impact:

Annual maintenance is approximately \$50 for each launcher.

f. Training:

Sworn members utilizing 40MM less lethal chemical agents or impact rounds are trained in their use by POST certified and/or Defense Technology less lethal and chemical agent instructors.

g. Legal and Procedural Rules:

The 40mm launchers are to be used only for official law enforcement purposes and pursuant to State and Federal law, including those regarding the use of force.

5. **Distraction Devices:** A device used to distract dangerous persons.

a. Description, quantity, capabilities, and purchase cost:

Defense Technology, 7290-2 FLASH-BANG, cost: \$52, quantity: 39. A non-bursting, non-fragmenting multi-bang device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.

b. Purpose:

A distraction device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations. To produce atmospheric over-pressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.

c. Authorized Use:

Diversionary Devices shall only be used:

- i. In hostage and barricaded subject situations.
- ii. In high-risk warrant (search/arrest) services where there may be extreme hazards to officers.
- iii. During other high-risk situations where their use would enhance officer safety.
- iv. During training exercises or approved demonstrations.

v. By officers who have been trained in their proper use.

d. Lifespan:

Until used.

e. Fiscal Impact:

No annual maintenance.

f. Training:

Prior to use, officers must attend divisionary device training that is conducted by Post certified instructors and/or Defense Technology.

g. Legal and Procedural Rules:

Diversion devices are to be used only for official law enforcement purposes and pursuant to State and Federal law, including those regarding the use of force.

6. **Chemical Agent and Smoke Canisters:** Canisters that contain chemical agents that are released when deployed.

a. Description, quantity, capabilities, and purchase cost:

i. DEFENSE TECHNOLOGY, TRIPLE-CHASER SEPARATING CANISTER, CS, #1026, cost: \$47, quantity: 18. The Triple-Chaser CS consists of three separate canisters pressed together with separating charges between each. When deployed, the canisters separate and land approximately 20 feet apart allowing increased area coverage in a short period of time. This canister can be hand thrown or launched from a fired delivery system. The canister is 6.5 in. by 2.7 in. and holds an approximately 3.2 oz. of active agent payload. It has an approximate burn time of 20-30 seconds.

ii. DEFENSE TECHNOLOGY, RIOT CONTROL CONTINUOUS DISCHARGE GRENADE, CS, #1082, cost: \$27, quantity: 9. The Riot Control CS Grenade is designed specifically for outdoor use in crowd control situations with a high volume continuous burn that expels its payload in approximately 20-40 seconds through four gas ports located on the top of the canister. This grenade can be used to conceal tactical movement or to route a crowd. The

volume of smoke and agent is vast and obtrusive. This launchable grenade is 6.0 in. by 2.35 in. and holds approximately 2.7 oz. of active agent.

- iii. DEFENSE TECHNOLOGY, FLAMELESS EXPULSION CS GRENADE, #2042, cost: \$48, quantity: 8. The CS Flameless Expulsion Grenade is a compact, non-pyrotechnic, chemical agent device that provides safe expulsion without risk of fire. It is safe to use inside of a residence. Unlike pyrotechnical grenades, this device's contents are expelled upon actuation of a CO2 cartridge that will affect a confined area of approximately 1500 square feet. This grenade is 7.5 in. by 1.65 in. and delivers approximately .16 oz. of active agent during its 3-second discharge time.
- iv. DEFENSE TECHNOLOGY, MAXIMUM HC SMOKE MILITARY-STYLE CANISTER, #1083, cost: \$38, quantity: 18. The Military-Style Maximum Smoke Grenade comes from the Defense Technology #3 smoke grenade. It is a slow burning, high volume, continuous discharge grenade designed for outdoor use in crowd management situations. Emits grey-white smoke only for approximately 1.5 to 2 minutes.
- v. DEFENSE TECHNOLOGY, POCKET TACTICAL BLUE SMOKE GRENADE, #1017B, cost: \$39, quantity: 3. The Pocket Tactical Blue Smoke Grenade is a small, lightweight device. Though it is slightly over four inches in length, it produces a blue smoke cloud so fast it appears to be an enveloping screen produced by a full size tactical colored smoke grenade. It will burn approximately 20-40 seconds.
- vi. DEFENSE TECHNOLOGY, RIOT CONTROL CONTINUOUS DISCHARGE CS GRENADE, #1080, cost \$41, quantity: 8- The Riot Control OC Grenade is designed specifically for outdoor use in crowd control situations with a high-volume continuous burn that expels its payload in approximately 20-40 seconds through four gas ports located on the top of the canister. This grenade can be used to conceal tactical movement or to route a crowd. The volume of smoke and agent is vast and obtrusive. This launchable grenade is 6.0 in. by 2.35 in. and holds approximately 0.88 oz. of active agent.
- vii. DEFENSE TECHNOLOGY, OC VAPOR AEROSOL GRENADE, #1056, cost: \$49, quantity: 12. The Defense Technology OC Vapor Aerosol Grenade is for law enforcement and corrections use to deliver a high concentration of Oleoresin Capsicum (OC) in a powerful mist. The grenade is designed for indoor use in confined areas and once deployed, inflames the mucous membranes and exposed skin resulting in an intense burning sensation. The incapacitating effect of the OC Vapor on the subject is dramatic with minimal decontamination needed. Removing the subject from the affected area to fresh air will resolve respiratory effects within minutes. The OC Vapor Aerosol Grenade is ideal for cell extractions or barricade situations

where the use of pyrotechnic, powder or liquid devices is not practical or desired.

- viii. DEFENSE 1.3% MK-46V STREAM OC AEROSOL #43046, cost: \$495, quantity: 1. The MK-46 features a trigger handle, is intended for use in crowd management and will deliver 26 short bursts of OC at an effective range of 25-30 ft. This 1.3% MC OC aerosol product utilizes a stream delivery method providing a target-specific, strong concentrated stream for greater standoff.
- ix. DEFENSE TECHNOLOGY, SPEDE-HEAT CS, #1072, cost: \$40, quantity: 72. The Spede-Heat CS Grenade is a high volume, continuous burn it expels its payload in approximately 20-40 seconds. The payload is discharged through four gas ports on top of the canister, three on the side and one on the bottom. This launchable grenade is 6.12 in. by 2.62 in. and holds approximately 2.9 oz. of active agent. It is delivered in a burn safe for safety.
- x. DEFENSE TECHNOLOGY, SPEDE-HEAT POCKET TACTICAL CS, # 1072 cost: \$30, quantity: 62. Pocket Tactical Grenade, CS. The Pocket Tactical CS Grenade is a quick burning, reduced volume, continuous discharge grenade. Pelletized chemical agent is discharged through one (1) gas port located on the bottom of the canister. The Pocket Tactical Grenade is a small, lightweight, easily carried device that provides a medium volume of chemical agent. The 0.9 oz. of active agent will burn approximately 20-40 seconds. It is delivered in a tomahawk burn safe for safety.
- xi. DEFENSE TECHNOLOGY, RUBBER BALL STINGERS CS, cost \$ 30, quantity: 13: The Stinger Grenade is most widely used as a crowd management tool by Law Enforcement and Corrections. The Stinger Grenade has an initial 1.5 second delay that initiates fuze assembly separation, followed by another .5 second delay before the blast which is sufficient to project the rubber balls and chemical agent in a 50-foot radius.
- xii. DEFENSE TECHNOLOGY, STINGERS OC, cost \$ 30, quantity: 8: The Stinger OC Grenade is a maximum effect device that delivers four stimuli for psychological and physiological effects: rubber pellets, light, sound, and OC. The Stinger Grenade is most widely used as a crowd management tool by Law Enforcement and Corrections. The Stinger Grenade has an initial 1.5 second delay that initiates fuze assembly separation, followed by another .5 second delay before the blast which is sufficient to project the rubber balls and chemical agent in a 50-foot radius.

b. Purpose:

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to:

Self-destructive, dangerous and/or combative individuals. Riot/crowd control and civil unrest incidents.

Circumstances where a tactical advantage can be obtained. Potentially vicious animals.

c. Authorized Use:

Only officers who have been trained in proper use in the use of chemical agents are authorized to use chemical agents.

d. Lifespan:

5 years from manufacturing date.

e. Fiscal Impact:

No annual maintenance.

f. Training:

Sworn members utilizing chemical agent canisters are certified by POST and/or Defense Technology less lethal and chemical agent instructors.

g. Legal and Procedural Rules:

Chemical agents will only be used for official law enforcement purposes and pursuant to State and Federal law.

7. **Armored Vehicles: Wheeled armored personnel vehicle utilized for law enforcement purposes.**

a. Description, quantity, capabilities, and purchase cost

- i. MRAP, cost: \$0, quantity: 1. The MRAP is a United States Army specialized armored vehicle manufactured of common commercial and military parts. It seats 10-12 personnel with open floor plan that allows for rescue of down personnel. It stops various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor.

- ii. Lenco Bearcat, G3, cost: \$431,133.42, quantity 1. The Lenco Bearcat, G3, is an armored vehicle that seats 10-12 personnel with open floor plan that allows for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of a shield and personal body armor.

b. Purpose

To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.

c. Authorized Use

The use of armored vehicles shall only be authorized by a watch commander or SWAT commander, based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training.

d. Lifespan

Estimated 15-25 years.

e. Fiscal Impact

Annual maintenance of approximately \$5,000.

f. Training

All drivers/operators shall attend formalized instruction and be trained in vehicle operations and practical driving. MRAP drivers are required to possess a valid Class B California driver license. The Bearcat may be driven by any Clovis Police Officer trained in the operation of the Bearcat.

g. Legal and Procedural Rules

The department will only use the MRAP and Bearcat for official law enforcement purposes, and pursuant to State and Federal law.

8. **Explosive Breaching Tools:** Tools that are used to conduct an explosive breach.

a. Description, quantity, capabilities, and purchase cost

- i. Detonating Cord, cost: \$1 per foot, quantity: 90 feet. The detonating

cord is a thin, flexible plastic tube usually filled with pentaerythritol tetranitrate (PETN, pentrite). With the PETN exploding at a rate of approximately 6400 m/s, any common length of detonation cord appears to explode instantaneously. It is a high-speed fuse which explodes, rather than burns, and is suitable for detonating high explosives. Detonating cord is the primary explosive used to defeat doors, walls, windows, and other barricades for SWAT Operators to safely make entry into a specific location, or create distraction, with no risk to the person inside of the room being breached.

- ii. **Blasting Cap**, cost: \$12, quantity: 9. A blasting cap is a small sensitive primary explosive device generally used to detonate a larger, more powerful, and less sensitive secondary explosive such as TNT, dynamite, or plastic explosive. Blasting caps come in a variety of types, including non-electric caps, electric caps, and fuse caps.
- iii. **Nonel**, cost: \$429.00 per case, Quantity: 10 total. Nonel is a zero-delay shock tube that contains a reactive explosive compound that provides a safe distance from the explosive initiator to the explosive charge that is placed on the target that is going to be breached.
- iv. **Remington 870 Express Breaching Shotgun**, cost: \$500, quantity: 2. This weapon allows for breachers to safely utilize shotgun breaching rounds to destroy deadbolts, locks, and hinges. The stand-off that is attached to the end of the barrel allows for positive placement of the gun into the correct position and vents gases to prevent overpressure. This weapon can also defeat windows and sliding glass doors with a flash bang round. A less lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS).
- v. **Royal Arms Tesar-2 Back Cap 425 Grain Copper Frangible Breaching Round**, cost: \$5 per round, quantity: 50. The round is fired from a breaching shotgun and is used to destroy deadbolts, locks, and hinges.
- vi. **Royal Arms Tesar-4 Yellow Cap 750 Grain Copper Frangible Breaching Round**, cost: \$5 per round, quantity: 45. The round is fired from a breaching shotgun and is used to destroy deadbolts, locks, and hinges.

- vii. Royal Arms HP C, cost: \$6 per round, quantity: 20. The round is fired from a breaching shotgun and is used to cut rebar, penetrate security glass, car doors, and can penetrate engine blocks.
- viii. Royal Arms FTR-P1 12 Gauge Frangible Polyshot Training Rounds 48, cost: \$2.50 per round, quantity 48. The round is fired from a breaching shotgun and used as a training tool to show how to effectively use and deploy a breaching shotgun.

b. Purpose

To safely force entry into a structure.

c. Authorized Use

Explosive breaching may only occur after authorization by the Incident Commander or SWAT Commander in the field, and during training exercises.

d. Lifespan

Breaching Shotgun- 25 years, Blasting Caps- 10 years, Detonating cord- 10 years,

Royal Arms Tesar-2 black cap 425 grain copper breaching round- 5 years,

Tesar-4 yellow cap 750 grain copper frangible breaching round- 5 years, Royal Arms HP cutter 12-gauge hollow point rebar cutter breaching round- 5 years

e. Fiscal Impact

Annual maintenance is approximately \$500.

f. Training

All officers who use explosive breaching tools shall attend 40 hours of explosive breaching instruction and must additionally receive quarterly training for explosive operations.

g. Legal and Procedural Rules

Breaching tools will only be used for official law enforcement purposes, and pursuant to State and Federal law.

9. **Less Lethal Shotgun:** Less Lethal Shotguns are used to deploy the less lethal 12-gauge Defense Technology Beanbag Round.

a. Description, quantity, capabilities, and purchase cost

- i. REMINGTON 870 LESS LETHAL SHOTGUN, cost: \$946, quantity: 19. The Remington 870 Less Lethal Shotgun is used to deploy the less lethal 12-gauge Defense Technology Beanbag Round up to 75 feet. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of De-escalation.
- ii. DEFENSE TECHNOLOGY DRAG STABILIZED 12 GAUGE BEAN BAG ROUND: cost: \$5, quantity: 500. A less lethal 2.4 -inch translucent 12-gauge shotgun round in a tear shaped bag filled with 40 grams of lead shot at a velocity of 270 feet per second (FPS). Bean bag rounds are discharged from a dedicated 12-gauge shotgun that is distinguishable by an orange butt stock and fore grip. This design utilizes four stabilizing tails and utilizes smokeless powder as a propellant. This round provides accurate and effective performance when fired from the approved distance of not fewer than five (5) feet. The maximum effective range of this munition is up to 75 feet from the target. The Bean Bag round is very accurate. However, effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts.

b. Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

c. Authorized Use

Only Officers who have been instructed on and demonstrated proficient use of this force option are allowed to deploy and utilize it.

Situations for use of the less lethal weapon systems may include, but are not limited to:

- i. Self-destructive, dangerous and/or combative individuals.
- ii. Riot/crowd control and civil unrest incidents.
- iii. Circumstances where a tactical advantage can be obtained.
- iv. Potentially vicious animals.

v. Training exercises or approved demonstrations.

d. Lifespan

Remington 870 Less-lethal shotgun- 25 years, Defense Technology Bean Bag rounds- No expiration.

e. Fiscal Impact

Annual maintenance is approximately \$5.00 per shotgun.

f. Training

All officers are trained in the use of the 12 gauge less lethal shotgun as a less lethal option through in-service training.

g. Legal and Procedural Rules

Less lethal shotguns are to be used only for official law enforcement purposes, and pursuant to State and Federal law.

10. **Robot:** A remotely controlled, unmanned machine that operates on the ground, which is utilized to enhance the safety of the community and officers.

a. Description, quantity, capabilities, and purchase cost

ICOR Caliber T5, Cost: \$120,000, Quantity: 1, Capabilities: It is a compact, two-man portable system that shares the same core design of a large robot. Able to climb stairs and provide disruption capabilities. The T5 is best suited to assist EOD and SWAT teams in inspecting and retrieving of suspicious devices from narrow passages of buses, trains, and places. It's turreted claw/disruptor arm integrates the remote handling capabilities of a disruptor. Able to lift to 45 pounds with arm retracted and 18 pounds with arm extended. Capable of dragging 200+ pounds.

b. Purpose

To be used to remotely obtain visual and audio intelligence, remotely bring any medium weight items to a safe location, disrupt suspicious packages, X-ray,

search buildings/indoor or outdoor areas, provide phones or other items to people during Crisis Negotiations.

c. Authorized Use

Only approved operators who have completed the required training are authorized to use this equipment. These personnel are restricted to EOD team members only and the use is authorized by the Bomb Squad Commander and requested by the Incident Commander incidents.

d. Expected Lifespan

8-10 Years

e. Fiscal Impact

Maintenance and battery replacement at about \$1,200 annually.

f. Training

Only EOD team members who have attended HDS six-week certification course or who have completed other necessary training as approved by the Bomb Commander.

g. Legal and Procedural Rules

The robot is to be used only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

I. Maintenance of Military Use Supply Levels

When stocks of military equipment such as less lethal rounds, gas canisters, UAS batteries, etc. have reached significantly low levels or have been exhausted, the Department may order an amount sufficient to replenish the supply up to the above listed amounts without city council approval to maintain essential availability for the Department's needs. Clovis Police Department may also acquire additional stock of items listed here from other law enforcement agencies or CalOES in the event of an emergency when approved by the Chief of Police or designee.





PUBLIC SAFETY UAS | TRAINING | CONSULTING | SERVICE

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PHONE: (559) 324-3461
EMAIL: joshuar@cityofclovis.com**SHIPPING**Clovis Police Department
Josh Richards
1233 Fifth Street
Clovis, California 93612**SALES QUOTE**

QUOTE #	54767
ISSUED	8/3/2023
EXPIRES	30 Days
TERMS	Net 30

QTY	SKU	ITEM / DESCRIPTION	UNIT PRICE	AMOUNT
1	DJI-M3EB	DJI Mavic 3 Enterprise with Care Enterprise (Basic, 1 Year) Includes: (1) M3E Aircraft, (1) RC Pro Enterprise Smart Controller, (1) Mavic 3 Intelligent Flight Battery, (3) Mavic 3 Enterprise Propellers (Pairs), (1) 64GB Lexar microSD Card, (1) USB-C Power Adapter (100W), (1) Power Adapter AC Cable (100W), (1) USB-C Cable, (1) USB-C to USB-C Cable, (1) Protector Case	3,628.00	3,628.00T
1	DJI-M3EP5	DJI Mavic 3 Enterprise Battery Kit Includes: (3) Flight Batteries, (1) Battery Charging Hub (100W)	659.00	659.00T
1	DJI-M3EP1	DJI Mavic 3 Enterprise RTK Module	709.00	709.00T
1	RB-RBT-EXT	RoboDot RTK GPS Base or Rover w/ External Antenna + Tripod Adapter	1,415.00	1,415.00T
1	SPECIAL	Survey Tripod for GPS Rover	90.00	90.00T
1	ADV-GCP10	Advexure 24x24" Numbered GCP Checkerboard w/ Eyelet (10-Pack)	69.99	69.99T
1	PIX-IMHWP	Pix4D Incident Management Hardware Bundle -Perpetual Licenses of PIX4Dmapper + PIX4Dmatic + PIX4Dreact -Pix4D viDoc RTK Rover w/ iPhone Case	9,930.00	9,930.00
1	PIX-CLDA-YR	Pix4D Cloud Advanced - Yearly Rental License	2,990.00	2,990.00
1	ADV-ELPS	Advexure Enterprise Lifetime Premium Support COMPLIMENTARY: As one of the longest serving and most reputable UAV/drone dealers and distributors in North America, Advexure's enterprise solutions division commits itself to seven days a week, 365 days a year dedicated enterprise level support available near 24 hours a day by phone, email and live chat.	0.00	0.00
		FREE Standard Shipping	0.00	0.00

YOUR ADVEXURE POINT OF CONTACTCody Thomas, VP Business Development
Email: cthomas@advexure.com | Direct: (530) 774-6909**WE LOOK FORWARD TO SERVING YOU**

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SHIPPINGClovis Police Department
Josh Richards
1233 Fifth Street
Clovis, California 93612**SALES QUOTE**

QUOTE # 54767

ISSUED 8/3/2023

EXPIRES 30 Days

TERMS Net 30

QTY	SKU	ITEM / DESCRIPTION	UNIT PRICE	AMOUNT
		Sourcewell Contract Pricing - Unmanned Vehicle Systems Contract #011223-ADX Contract Period: 03/21/2023 - 03/24/2027 Account Name: City of Clovis Account #: 87369	-1,169.46	-1,169.46
			Subtotal	\$18,321.53
			Sales Tax (7.975%)	\$492.59
			TOTAL	\$18,814.12

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Email: cthomas@advexure.com | Direct: (530) 774-6909**WE LOOK FORWARD TO SERVING YOU**

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CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: September 11, 2023

SUBJECT: Public Utilities – Approval – Authorize Staff to Enter into a Multi-Agency and Multi-Year Agreement with the Fresno Metropolitan Flood Control District for Cost Sharing of the Redbank and Fancher Creek Reservoirs Reoperation Study.

ATTACHMENTS:

1. Sample Agreement
2. Redbank and Fancher Creek System
3. Cashflow Exhibit
4. Process and Timing Exhibit
5. ACOE Project Description
6. Stream Group Website

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

RECOMMENDATION

For the City Council to authorize staff to enter into a Multi-Agency and Multi-Year Agreement (**Attachment 1**) with the Fresno Metropolitan Flood Control District for Cost Sharing of the Redbank and Fancher Creek Reservoirs Reoperation Study.

EXECUTIVE SUMMARY

The City of Clovis is part of a multi-agency group called the “Stream Group.” The Stream Group consists of the City of Clovis, the City of Fresno, Fresno County, Fresno Irrigation District (FID), and the Fresno Metropolitan Flood Control District (FMFCD). The Stream Group was formed under agreement to address widespread flooding that was occurring in rural and urban areas from the many local foothill tributaries in the Redbank and Fancher Creek Basins (**Attachment 2**). Four members of the Stream Group – the City of Clovis, the City of Fresno, FMFCD and FID – filed a water rights application with the State Water Resources Control Board in 1988 for claim to the water from the Redbank and Fancher Creek systems. More information on the Stream Group can be found at www.fresnostreamgroup.com (**Attachment 6**).

The Stream Group, through FMFCD, submitted a request to the Army Corps of Engineers (ACOE) for a feasibility study on reoperation of the Redbank and Fancher Creek reservoirs – specifically reoperation of the Big Dry Creek Reservoir – located just north of Shepherd Avenue and east of Temperance Avenue. The ACOE estimated the cost for this study to be \$3 million. The Stream Group retained a consultant to assist in lobbying for funding for the feasibility study from the Federal and State legislatures. Earlier this year, the Stream Group was notified that Federal funding was budgeted and allocated to the ACOE for this study in the amount of \$1.5 million with an anticipated match from the local agencies to fund the remaining \$1.5 million.

The total cost for the entire study, including consultants and potential additional incidental costs per the ACOE, is estimated at \$4 million to be spent over the next 3 years (**Attachments 3, 4, and 5**). The local match share of that is estimated at \$2 million. In consultation and coordination with the Stream Group, City staff is recommending Council authorize entering into a multi-year agreement with FMFCD for 10% of the local match share. The total contribution that the City of Clovis would provide for this study is estimated at \$200,000 over a 3-year period. The remaining share would be paid by FID and potentially the City of Fresno. FID has their board approval to take on the entire burden of costs should no other agency participate. FID also has the highest benefit to gain from reoperation of the Big Dry Creek reservoir due to the facilities they own and their control of the conveyance systems.

BACKGROUND

The City of Clovis has been a member of the Stream Group for over 50 years and has provided a share of funding throughout the years to assist in Stream Group obligations. The Stream Group is responsible for addressing the flooding that previously occurred in the valley from the Redbank and Fancher Creek water systems. More information on the Stream Group can be found at www.fresnostreamgroup.com (**Attachment 6**). In the 1940s, the Big Dry Creek Reservoir (**Figure 1**) was built by the Army Corps of Engineers and is currently operated by FMFCD to deal with flood waters in storm deluges and very wet years. Unfortunately, most if not all of the water stored in the Big Dry Creek Reservoir during these wet periods is released by controlled spills in the early spring and is ultimately lost to the ocean.

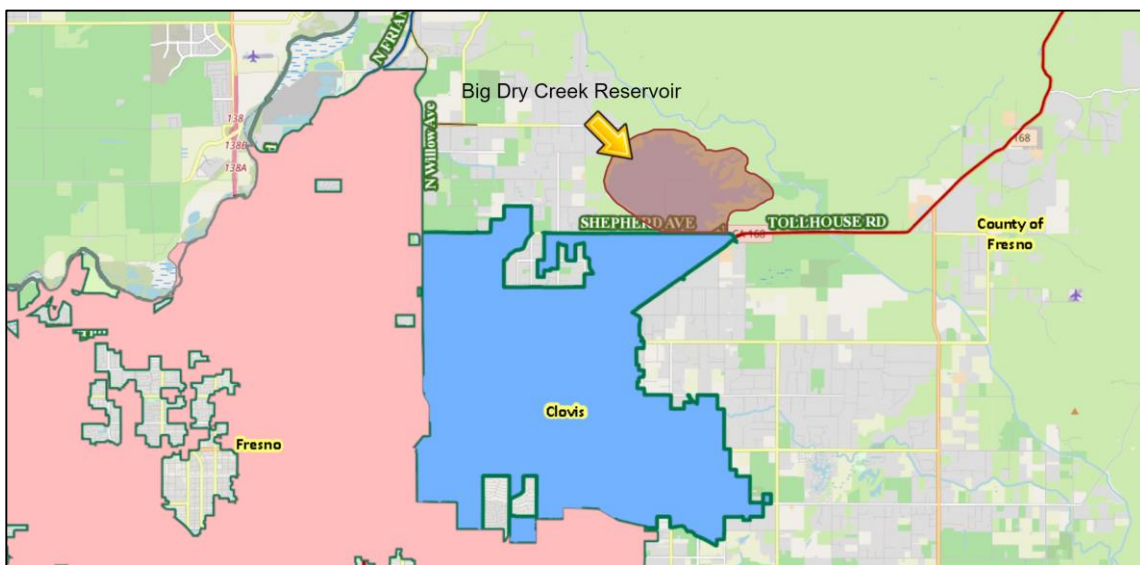


Figure 1 - Big Dry Creek Reservoir

In recent years, much discussion has taken place on how the Stream Group can capture the wet weather storm water and store it for when the agencies can put the water to beneficial uses after other flood waters have receded. Currently, the Big Dry Creek Reservoir operates solely as a flood control facility, and storage of water behind the dam for long periods of time is not allowed by the ACOE per FMFCD's operations manual. The Stream Group made a request to the ACOE – which oversees all water facilities within the region – to allow FMFCD to store water behind the dam from spring into fall. The response from the ACOE was that a reoperation study would need to be conducted at the expense of the requesting agency, which in this case was the Stream Group through FMFCD.

The Stream Group began using a legislative consultant to request federal and state dollars to fund the reoperations study by the ACOE. Earlier this year, the Stream Group was notified that it would receive half of the funding needed and that FMFCD, representing the local agencies and Stream Group, would need to commit to the other half as their portion of the cost share match to proceed with the study.

The City of Clovis is a co-applicant for the water rights of the Redbank and Fancher Creek systems. While there may be a minimal direct benefit to the City of Clovis at this time should the reoperation be approved, it is likely that the City will have the additional facilities in the future to put a portion of this flood water to beneficial uses like recharge or landscape irrigation. The Big Dry Creek reservoir is also adjacent to the City of Clovis and therefore the City has a very keen interest in the outcome of any changes to the operations of the facility. Future development is proposed directly west and downstream of the dam face north of Shepherd Avenue, and the reoperation could potentially affect requirements on the City and developments.

The reoperation study may show that the reservoir needs physical improvements to hold water for longer periods of time, as the reservoir was constructed to handle short durations of flooding. FMFCD has indicated that when water remains in the reservoir for an extended period of time, seepage increases along the downside boundaries of the reservoir walls. It is expected that some improvements will need to be done to allow the storage of water from spring to fall. The costs to construct improvements identified by ACOE's study could be prohibitive to reoperations.

As the study proceeds, there will be multiple off-ramps for the participants and the City, as identified in **Attachment 3**. These have been identified as "Opt Out's" in the attachment. At each of these milestones, the group will assess ACOE progress and potential fatal flaws or hurdles to overcome should the study continue.

FISCAL IMPACT

The City of Clovis share of \$200,000 to assist with the local match would be paid from the Water Enterprise funds. Funds are available this year for the initial costs, and funds would be allocated in the next 2 years' budget appropriations for the additional costs referenced and needed to complete the study. Staff expects to expend \$20,000 this fiscal year for the initial scoping. Staff would then budget an additional \$100,000 for anticipated costs in next year's 2024-2025 fiscal year budget, and then the remaining \$80,000 in 2025-2026 for final review and incidentals as identified by the ACOE.

REASON FOR RECOMMENDATION

The City of Clovis has been a part of the Stream Group since its formation. The group's mission is to fund the maintenance of the local tributaries, better known as the Redbank and Fancher Creek systems, to protect the area from flooding and recently, to look for new ways to store water during wet seasons and flood events so that it is not lost from the Kings Basin. The City of Clovis has always been a good partner with the other local agencies in addressing the challenges of water rights, water banking, and water supply. Staff recommends that the City participate in the Big Dry Creek reoperation study to maintain the partnership and have the buy-in to participate in development of the outcome and consequences of the study.

ACTIONS FOLLOWING APPROVAL

Staff will execute an agreement with FMFCD and/or the parties involved to provide cost-sharing support over the next 3 years for the Big Dry Creek Reservoir reoperation study.

Prepared by: Scott Redelfs, Public Utilities Director

Reviewed by: City Manager AR

AGREEMENT
 BETWEEN
FRESNO METROPOLITAN FLOOD CONTROL DISTRICT,
A California Flood Control District--NON-FEDERAL SPONSOR
And the Fresno Irrigation District, LOCAL SPONSOR (Add other agencies)
 FOR THE
REDBANK AND FANCHER CREEK RESERVOIRS REOPERATION STUDY

Comes now the Fresno Metropolitan Flood Control District, a California Flood Control District (FMFCD”), as the non-Federal Sponsor of the Redbank and Fancher Creek Reservoir Reoperation Study identified above with specific reference to the model Feasibility Cost Sharing Agreement (“FCSA”), an agreement between the FMFCD and the United States Army Corps of Engineers (ACOE) and any related documents thereto which documents are attached hereto as Exhibit A and incorporated herein by reference. FMFCD assigns its role as the Non-Federal-Sponsor to provide compensate the ACOE for the non-Federal Sponsor costs to the Fresno Irrigation District, (ADD ANY OTHER AGENCY PARTNERS), a California Irrigation District (“FID”), to reimburse FMFCD for all funds expended to administer and perform the terms, provisions and requirements pertaining to this assignment, noting that this includes but is not limited to FMFCD submitting all forms required by the ACOE, such as the Certificate of Authority, Certification Regarding Lobbying, and the Non-Federal Sponsor’s Self-Certification of Financial Capability, etc.

FID (add other partnering agencies) hereby accepts the assignment from FMFCD and accepts and assumes all financial obligations under the attached Redbank and Fancher Creek Reservoirs Reoperation Study and related documents attached hereto and agrees to reimburse FMFCD for all expenses incurred as the non-Federal Sponsor under such Feasibility Study.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the representatives of FMFCD and FID (others here) as noted below.

FRESNO METROPOLITAN FLOOD
CONTROL DISTRICT

BY: _____
 [TYPED NAME]
 [Full Title]

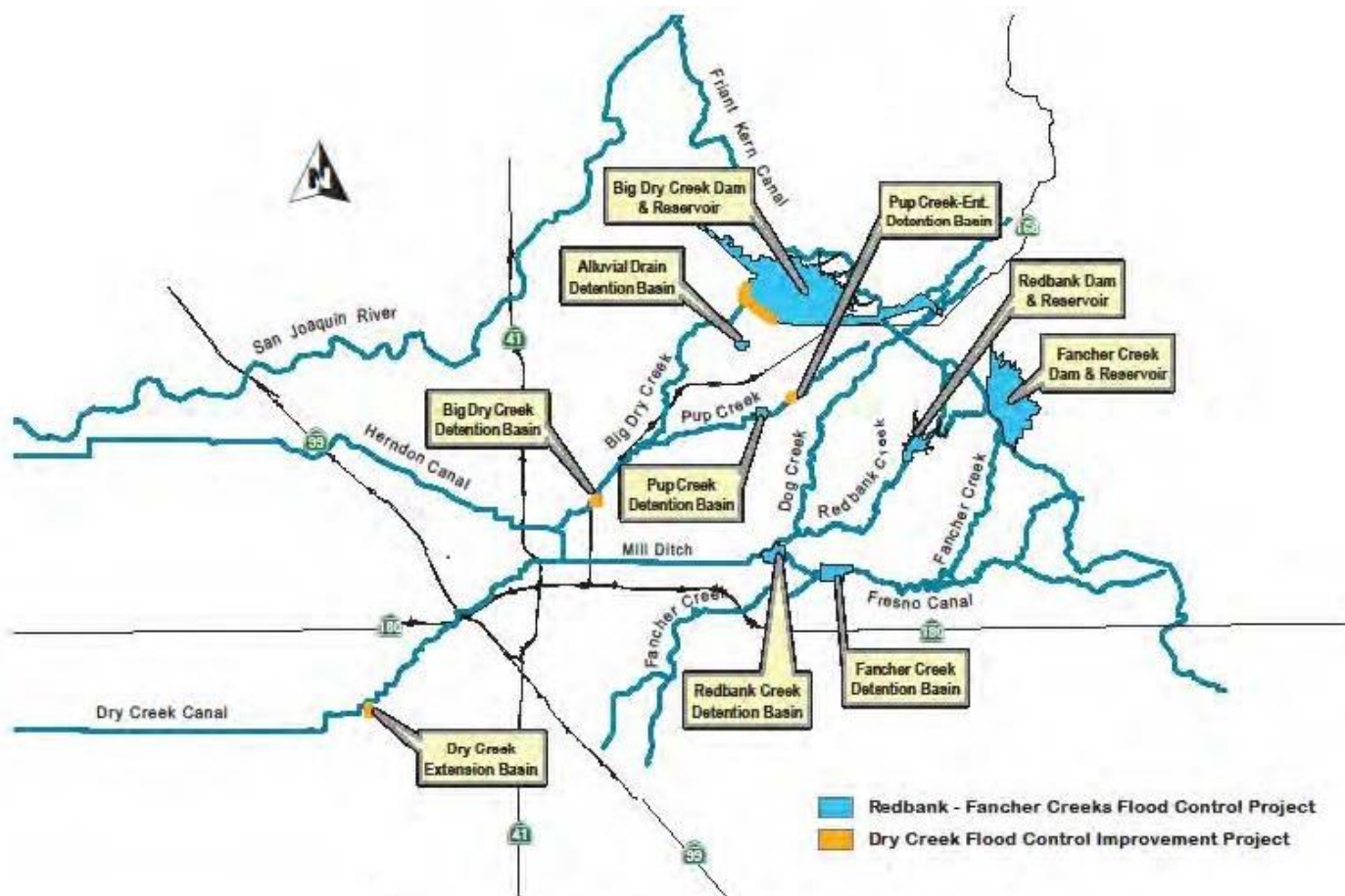
DATE: _____

FRESNO IRRIGATION DISTRICT

BY: _____
Bill Stretch, General Manager

DATE: _____

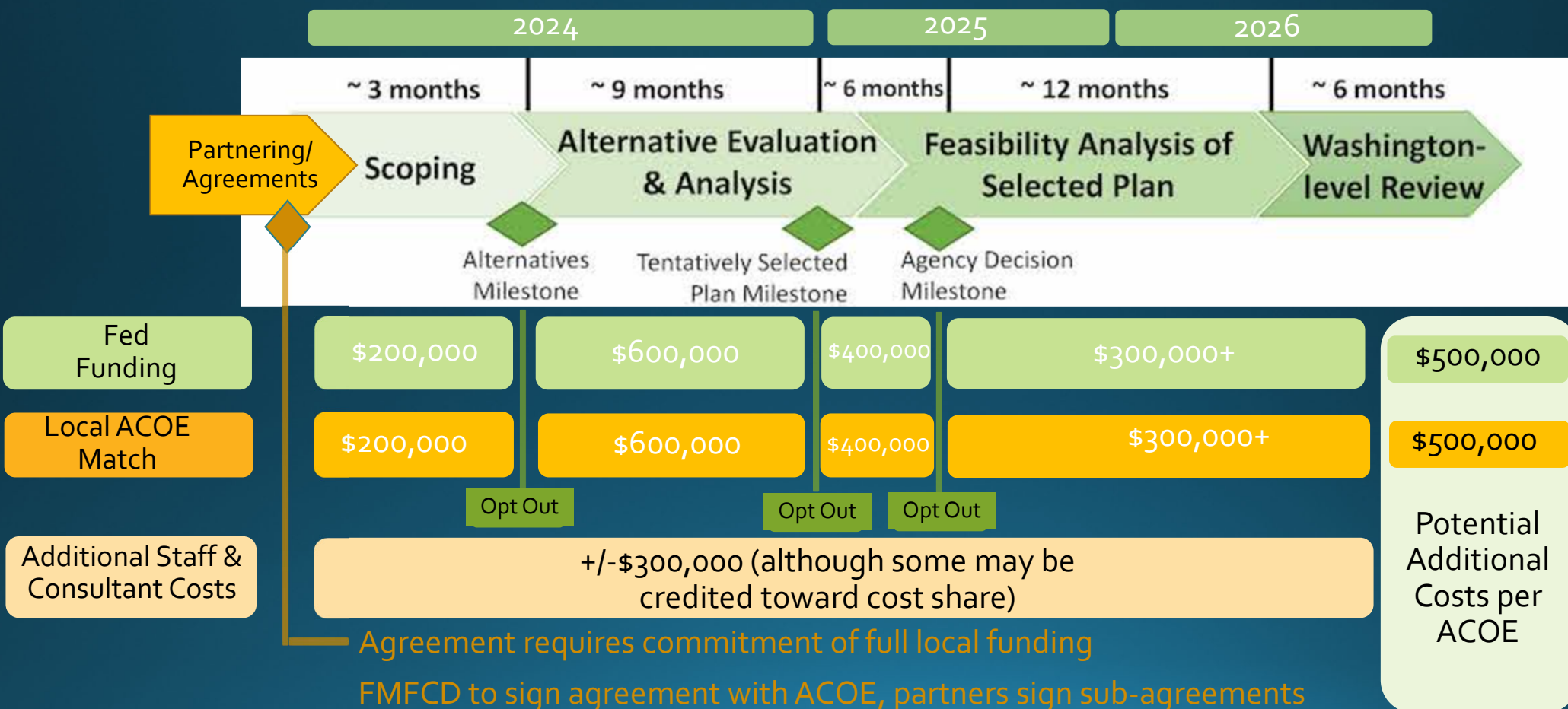
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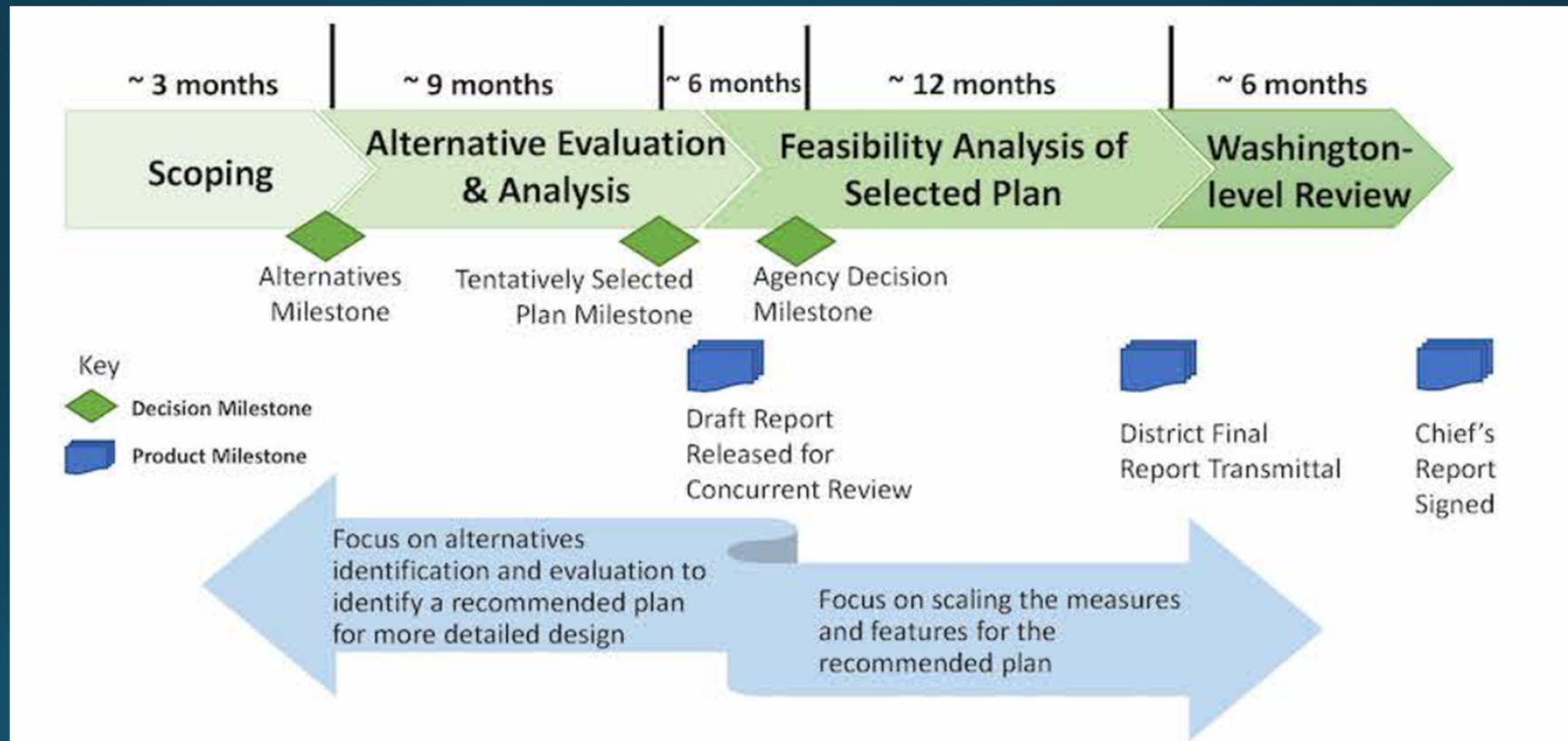
Overview of FMFCD's Existing Facilities and
Dry Creek Flood Control Improvement Project
Figure 3-1

ATTACHMENT 2

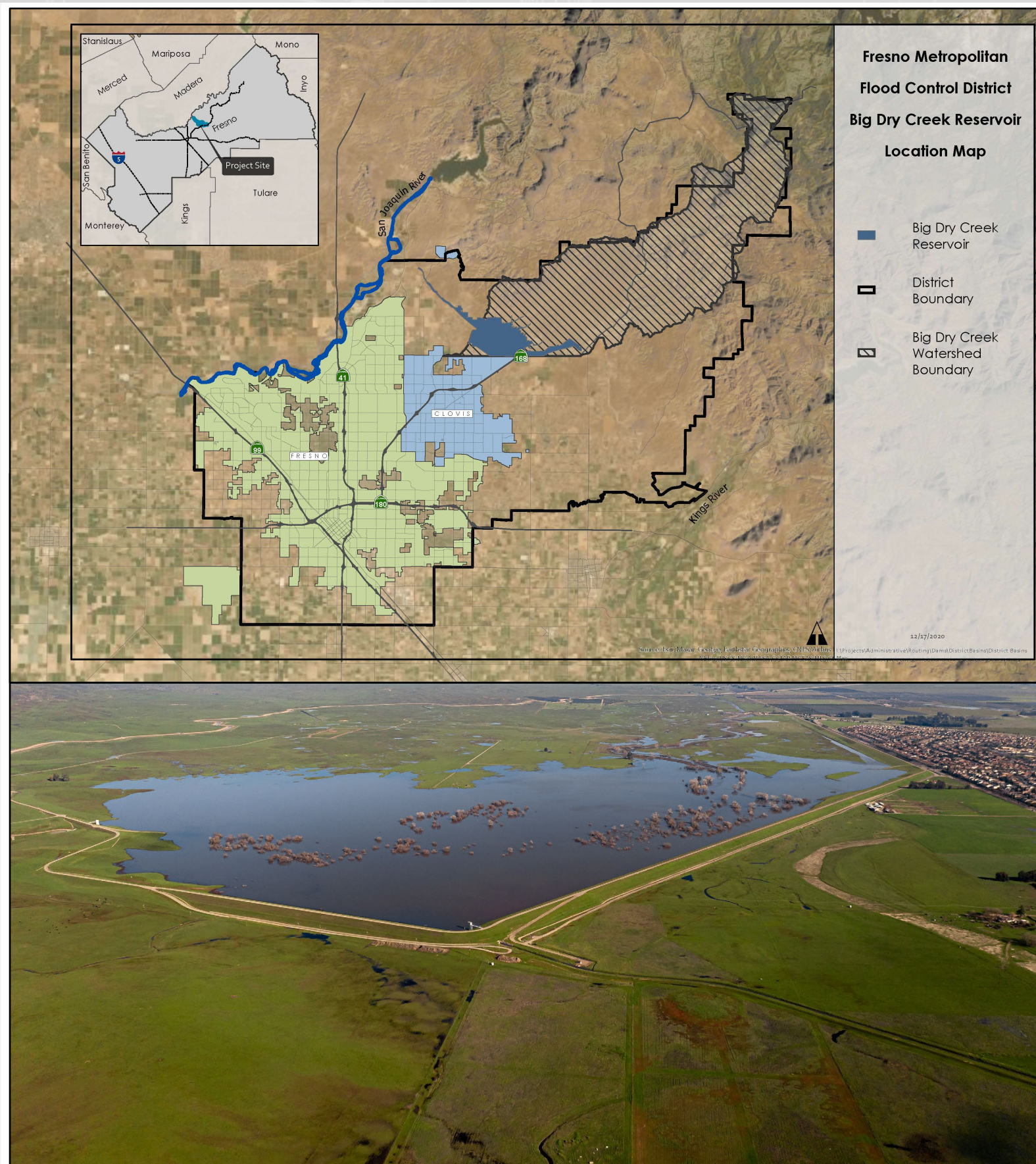
Local Cost Commitment Required



What is ACOE Process/Timing?



- **Project Name:** Redbank and Fancher Creek, CA, Feasibility Study
- **Business Line:** Flood Risk Management; Water Supply
- **Authorization:** Water Resources Development Act of 2020 § 202(a) (P.L.116-460)
Phase: Feasibility
- **Problem Statement:** Historic drought followed by excessive precipitation patterns demonstrate a need to reexamine the Redbank and Fancher Creek Project to both reduce the risk of flooding and to identify opportunities to conserve water to meet an increasing demand from surrounding communities.
- **Project Description:** This is a feasibility study of the existing Fresno Metropolitan Flood Control District's Redbank-Fancher Creek Project. The project reduces flood risk to the predominately underserved populations of Fresno and Clovis. It is estimated that 2/3 of the population (approximately 47,000) is within the natural floodplain and could be at risk from flooding. In addition, depleted groundwater has led to significant land subsidence. There is a need to address water supply demands through actions such as groundwater recharge. Among other opportunities, the study will evaluate the potential for Big Dry Creek Reservoir to hold winter storm water into spring and summer for later release into the region's groundwater recharge basins when other flood waters have receded. Recent (2016-2017; 2022-2023) flooding and flood fighting have occurred in this area, a tributary to the San Joaquin River.
- **Economics:** TBD
- **Cost:** \$3,000,000
- **Cost Share:** 50% Federal/50% Non-Federal
- **Schedule:**
 - Federal Cost Share Agreement: Tentatively July or August 2023
 - Alternatives Milestone Meeting: January 2024



ATTACHMENT 5



Visit our **CONGRESSIONAL PORTAL**
for detailed project information



1325 J St
Sacramento, CA 95814



(916) 557-5100



spk-pao@usace.army.mil

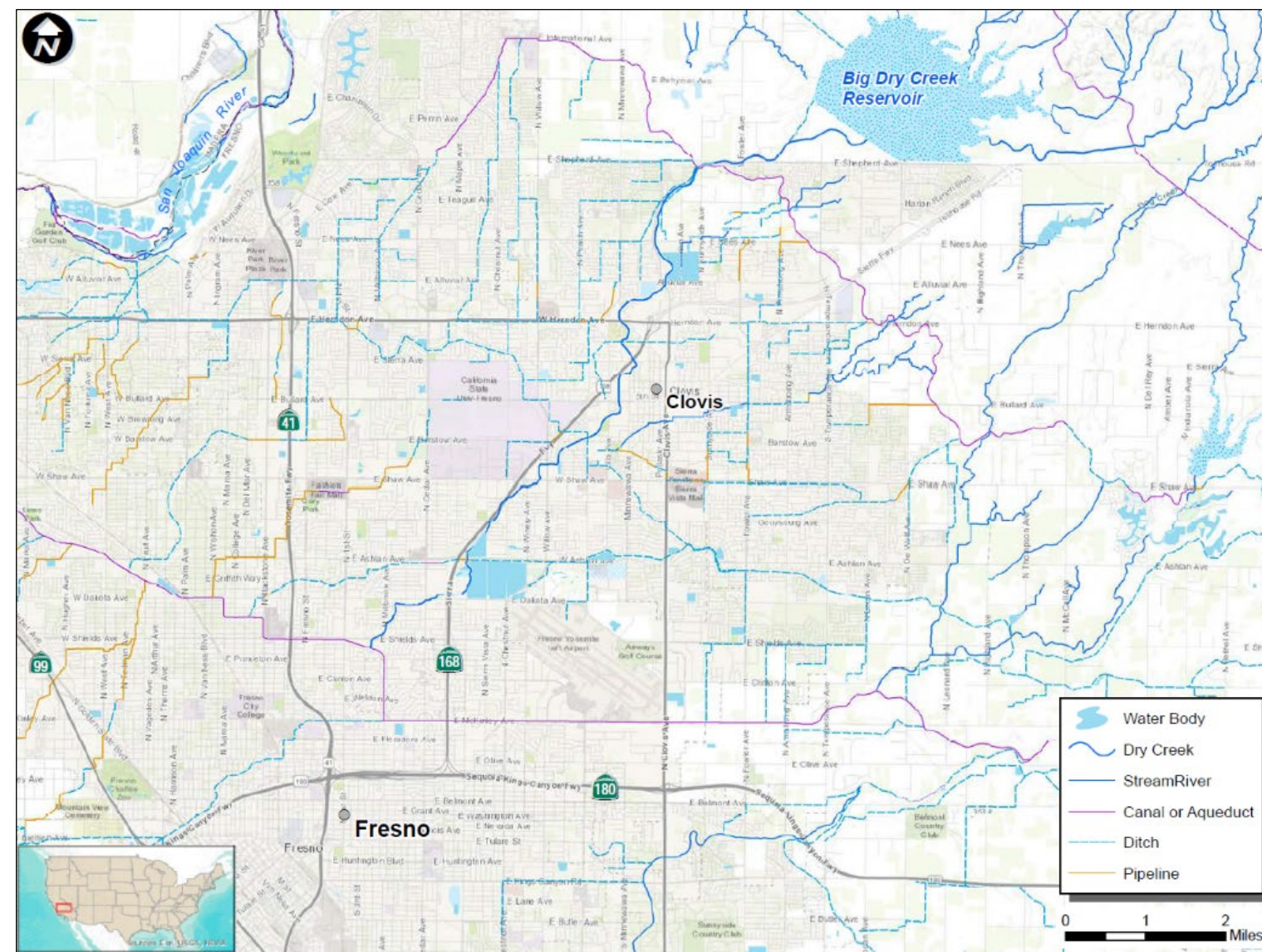


spk.usace.army.mil

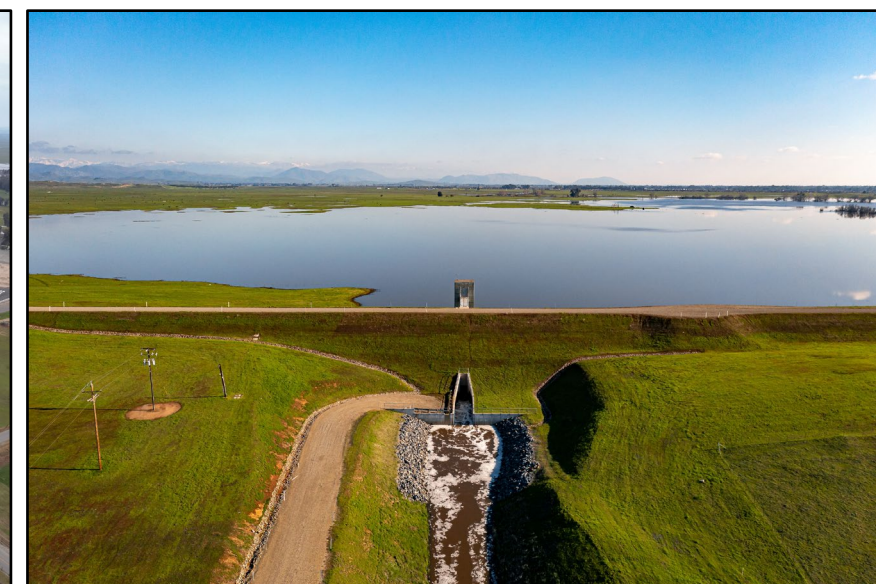
AS OF 19APR2024

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- **Non-Federal Sponsor:** Fresno Metropolitan Flood Control District
- **Current Issues:** Sponsor goal to add water conservation as a project purpose. Address residual flood risk.
- **Risks / Mitigation Strategy:** Coordination with Sponsor, coordination with State of California Dam Safety Program
- **Milestones:**
 - FY 23 – Study Start
 - NLT 30SEP23 – Execute FCSA
 - NLT 30DEC23 – Alternatives Milestone Meeting
 - TBD – Tentatively Selected Plan
 - TBD – Release of Draft Report
 - TBD – Agency Decision Milestone
 - TBD – Submit Final Report
 - TBD – Release for State & Agency Review
 - TBD – Chief's Report



- **Note:** photo of the dam outlet is the Little Dry Creek Diversion Channel Outlet; flooding photo from 2022/2023 outflow during storm events



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for detailed project information



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Scan QR Code to visit
www.fresnostreamgroup.com



3 PROJECTS. 1 GOAL.

Capture more surface
water for people and
places of Fresno County.

LEARN MORE

The Fresno County Stream Group Water Supply Project includes 3 key project components that together will increase water supply capture, bring greater sustainability, and enhance the environment for the people and places of Fresno County.

Every person, family, and organization relies on a secure and sustainable water supply as a foundation for community and economic development.

While drastic swings between wet and dry periods are becoming the new normal, the Stream Group is investing in projects that build drought resilience and improve the lives of those who call the Fresno region home.

The Project benefits over 1 million people who live in the area and contribute to essential industries including healthcare, agriculture, education, manufacturing, government, and more. It serves a predominantly disadvantaged area, recognized by state Department of Water Resources data to include both Disadvantaged Community (DAC) and severely Disadvantaged Community (sDAC) census tracts.

Reoperate Big Dry Creek and Fancher Creek Reservoirs

Recharging the aquifer is at the forefront of the Stream Group's project investment strategy. Improving the Big Dry Creek and Fancher Creek reservoirs for reoperation increases the Fresno region's groundwater recharging potential by increasing surface water storage capacity by 15,000 acre-feet during wet years.

Winter storm water captured in the reservoir makes its way into the region's extensive system of groundwater recharge basins during the spring and summer months, ensuring sustainable groundwater use over time and building drought resiliency for the residents, businesses, industries, agriculture, and private well owners who rely on the aquifer's supply.

LEARN MORE





Improve AGENDA ITEM NO. 12. Creek Channel

Improvements to the Big Dry Creek channel offer multiple benefits to the Fresno region including flood protection, groundwater recharge, environmental enhancement, and public recreation. Expanding capacity to move water through the regional network of channels reduces flood risk by creating new avenues for flood flows, while ongoing channel maintenance creates the right conditions for native species to flourish and for groundwater recharge through the creek bed. A rare urban creek, the channel embankment is maintained as an ideal public access trail for local recreators.

LEARN MORE

Build Friant-Kern Canal Turnout

The benefits of using the improved Big Dry Creek Channel cannot be realized without the construction of a water diversion point from the Friant-Kern Canal. A new turnout will enable surface water delivery from the Friant-Kern Canal into the Big Dry Creek Channel in wetter years to ease pressure on the Central Valley Project (CVP) Friant contractors by reducing flood risk in the wettest years.

Located northeast of the City of Clovis, the turnout will also yield groundwater recharge within the Big Dry Creek Channel to directly benefit a rural residential area with declining groundwater levels and no access surface water supply.

LEARN MORE



Project Benefits



CLIMATE
RESILIENCE



GROUNDWATER
SUSTAINABILITY



ENVIRONMENTAL
ENHANCEMENT



COMMUNITY
RECREATION

Increased water supply capture for **flood protection** in wet years, especially during extreme precipitation events, to reduce flood risk for downstream Disadvantaged Communities and create a water supply reserve for **drought preparedness**.

Improved groundwater conditions for all beneficial uses and users, including agricultural producers, local industries, Disadvantaged Community residents, and private well owners.

Creek channel improvements and water flow during the summer months to provide the right environment for **native species and habitat** to thrive.

Improve experie
trainway to increase recreational
opportunities for the diverse populations that live in the community.

AGENDA ITEM NO. 12.

Fresno County Stream Group



[LEARN MORE](#)

Get In Touch

Fresno Irrigation District
2907 S Maple
Fresno, CA 93725

Tel: (559) 233-7161
Email: info@fresnoirrigation.com

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CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: September 11, 2023

SUBJECT: Workshop - Workshop to Review and Consider Update of the City of Clovis Vision, Mission Statement, and Values.

This will be a verbal discussion to consider an update to the City of Clovis Vision, Mission Statement, and Values. Please direct questions to the City Manager's office at 559-324-2060.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: September 11, 2023

SUBJECT: Receive and File – Annual Update on California Open Governance Laws – Brown Act, Public Records Act, Ethics. (Continued from the September 5, 2023, meeting)

Staff: Scott Cross, City Attorney

Recommendation: Receive and File

ATTACHMENTS: 1. None.

City Attorney Scott Cross will give a verbal presentation on this item. Please direct questions to the City Manager's office at 559-324-2060.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: September 11, 2023

SUBJECT: Consider – for the City Council to add an agenda item to a future City Council meeting regarding the development of a Clovis City Council Handbook or Protocol.

Staff: John Holt, City Manager

Recommendation: Provide Direction

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

RECOMMENDATION

For the City Council to consider adding an agenda item to a future city council meeting regarding the development of a Clovis City Council Handbook or Protocol.

BACKGROUND

Over the past twenty years the Clovis City Council has considered the creation of a City Council Handbook. To date, council has chosen to not adopt a Handbook. Staff is seeking direction from Council if they would like to add an agenda item to a future city council meeting regarding the development of a Clovis City Council Handbook or Protocol.

A City Council policy handbook or protocol is a document that outlines the rules, procedures, and guidelines governing the operations and decision-making processes of a city council or municipal government. It serves as a reference guide for council members and city staff, helping them understand their roles and responsibilities and ensuring consistency and transparency in local government activities.

The following are some common elements typically found in a city council policy handbook or protocol:

1. **Council Meetings:** This section details how council meetings are scheduled, conducted, and recorded. It may include information on meeting agendas, public participation, and rules of order (e.g., Robert's Rules of Order) to follow during meetings.
2. **Decision-Making Process:** It outlines how decisions are made within the council, including voting procedures, quorum requirements, and the role of the mayor.
3. **Committees:** If the council has committees or subcommittees, the handbook may describe their composition, responsibilities, and how they operate.
4. **Ethics and Conflicts of Interest:** This section typically addresses ethical standards and conflict of interest policies that council members and city employees must adhere to, including rules on disclosure and recusal.
5. **Public Records and Transparency:** It covers policies related to public records, open meetings laws, and transparency initiatives to ensure that government activities are accessible to the public.
6. **Budget and Financial Procedures:** Information on budgeting processes, financial reporting, and fiscal responsibilities may be included to guide council members in managing the city's finances.
7. **Ordinance and Resolution Adoption:** The process for introducing, reviewing, and adopting ordinances and resolutions is often explained to ensure legislative activities are carried out properly.
8. **Development of an Agenda:** How are items added or removed from the agenda and could include a discussion of how and what things could be added to the agenda and how they would be considered.
9. **Code of Conduct:** This section may include a code of conduct that outlines expected behavior, decorum, and professionalism for council members and staff.
10. **Communication and Public Engagement:** Guidelines for interacting with constituents and the media, as well as methods for soliciting public input, may be detailed.
11. **Emergency Response:** If relevant, the handbook might include procedures for handling emergencies or crises at the municipal level.
12. **Personnel Policies:** Personnel-related policies for city employees, including hiring practices, benefits, and HR procedures.
13. **Other?**

The specific content and organization of a city council policy handbook can vary from one municipality to another, reflecting the unique needs and priorities of the city. It is a crucial resource that helps ensure the effective and transparent functioning of a city council and

promotes good governance practices within the community. The document can be as simple or thorough as desired.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

Over the past twenty years the Clovis City Council has considered the creation of a City Council Handbook. To date, Council has chosen to not adopt a handbook. Staff is seeking direction from Council if they would like to add an agenda item to a future City Council Meeting regarding the development of a Clovis City Council Handbook or Protocol.

ACTIONS FOLLOWING APPROVAL

Staff will implement Council direction.

Prepared by: John Holt, City Manager

Reviewed by: City Manager *JH*