



**SPECIAL GOVERNING BOARD MEETING**  
**February 3, 2021**

***Professional Development Building, Boardroom***  
***1680 David E. Cook Way, Clovis, California***

**5:30 P.M. PUBLIC SESSION** Pursuant to Executive Order N-29-20 issued by Governor Gavin Newsom on March 17, 2020, any or all Board Members and members of the public may attend board meetings by telephone. Members of the public who wish to provide public comments on any item that is on this agenda are requested to complete a public presentation form, which may be accessed at <https://www.cusd.com/RequestforPublicPresentation.aspx>. Please submit all such requests before 2:30 p.m. on the day of this special Board meeting. Public comments are limited to three minutes per speaker. For those members of the public who request to provide public comments via telephone, a District staff member will call the speaker. For those public members who wish to attend the meeting and/or make public comments in person, the board meeting room indicated above is open. However, the Board may limit the number of persons in the board meeting room at any time pursuant to guidance from public health officials.

**Special Meeting**  
**AGENDA**

*Additional information regarding this agenda may be viewed through the District's website at <https://www.cusd.com/BoardMeetingsAgendasArchives.aspx>*

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact the Superintendent's Office at 327-9100. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting.

Public records relating to an open session agenda item of a regular meeting that are distributed within 72 hours prior to the meeting will be available for public inspection at the District Office, 1450 Herndon Avenue, Clovis, California.

An invocation may be held prior to the start of the Board meeting. Attendance during and participation in the invocation are optional and voluntary. No students, parents, members of the public, Board members, student board member, or employees are required to attend or participate in the invocation.

- A. CALL TO ORDER**
- B. ROLL CALL**
- C. ADOPTION OF AGENDA**
- D. ACTION**

*(Unless otherwise noted, these items were seen for Information and discussion at the prior meeting and will be voted on at this meeting.)*

1. Resolution No. 3794 Issuance and Sale of 2021 Refunding General Obligation Bonds  
Adopt Resolution No. 3794 authorizing the issuance and sale of 2021 General Obligation

Refunding Bonds (federally taxable) in the aggregate principal amount of not-to-exceed \$22,000,000 and approving related documents and actions.

2. Resolution No. 3793 Certifying to the Board of Supervisors of Fresno County All Proceedings in the November 3, 2020, General Obligation Bond Election and Establishing Citizens' Oversight Committee for Measure A of 2020

Adopt Resolution No. 3793 certifying successful bond election and providing for citizens' oversight.

**E. ADJOURNMENT**

**CONTACT PERSON:** Michael Johnston

**FOR INFORMATION:** January 13, 2021

**FOR ACTION:** February 3, 2021

**RECOMMENDATION:**

Adopt Resolution No. 3794 authorizing the issuance and sale of 2021 General Obligation Refunding Bonds (federally taxable) in the aggregate principal amount of not-to-exceed \$22,000,000 and approving related documents and actions.

**DISCUSSION:**

Bond interest rates are at historically low levels. In order to capture these rates, staff recommends Board approval of the refinancing. In addition to savings for taxpayers, the refinancing will allow the District to maintain a stable tax rate in the near term. The final savings from the refinancing will be determined once the structure is finalized and the bonds are sold to investors.

The Administration has been working with the District's financial advisor (Keygent), underwriter (Stifel, Nicolaus & Company) and bond counsel (Jones Hall) to maximize the commitment made to taxpayers of the District to continually monitor the bond market to obtain the lowest possible interest rate on the District's bond amortization program. In order to accomplish this goal while adhering to all tax limit requirements of Proposition 39 and Assembly Bill 1908, the District has explored its ability to refinance portions of the 2001 Series B and 2012 Series A General Obligation Bonds. This refunding will result in reduced interest payments over the life of the bonds, and an estimated \$8 million in gross tax savings for taxpayers.

In order to accomplish the refinancing at the lowest cost to District taxpayers, it will be necessary for the District to sell general obligation refunding bonds in an amount not to exceed \$22 million. The actual amount of bonds sold and the savings achieved will be determined by interest rates at the time of the sale.

The attached Resolution No. 3794 authorizes the refunding. All the legal documents to authorize the issuance and sale of the 2021 General Obligation Refunding Bonds are available for review in the Administrative Services Department. This refunding will refinance all or a portion of following outstanding general obligation bonds:

- General Obligation Bonds, Election 2001, Series B
- General Obligation Bonds, Election 2012, Series A

Following is the tentative schedule for the 2021 General Obligation Refunding Bonds:

- January 13, 2021: Governing Board considers approval of bond resolution
- February 1, 2021: Conference calls with rating agencies
- February 3, 2021: Governing Board Approval of Bond Resolution
- February 14, 2021: Receive updated credit ratings

- February 23, 2021: Bonds priced and interest rates locked in
- March 9, 2021: Closing

**FISCAL IMPACT/FUNDING SOURCE:**

There will be a positive impact on the taxpayers of the Clovis Unified School District as there will be less expense over the life of the bonds. The final savings from the refinancing will be determined once the structure is finalized and bonds are sold to investors.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Resolution No. 3794	12/29/2020	Backup Material
Escrow Agreement 2021 Refunding GO Bonds	12/30/2020	Backup Material

**REVISIONS:**

**RESOLUTION NO. 3794  
BEFORE THE GOVERNING BOARD  
OF THE CLOVIS UNIFIED SCHOOL DISTRICT  
FRESNO COUNTY, CALIFORNIA**

**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF 2021 REFUNDING  
GENERAL OBLIGATION BONDS (FEDERALLY TAXABLE) IN THE AGGREGATE  
PRINCIPAL AMOUNT OF NOT TO EXCEED \$22,000,000, AND APPROVING  
RELATED DOCUMENTS AND ACTIONS**

**WHEREAS**, in order to finance the construction, modernization and improvement of its school facilities, the Clovis Unified School District (the "District") has caused the issuance of the following bonds (together, the "Prior Bonds"):

- Clovis Unified School District (Fresno County, California) General Obligation Bonds, Election of 2001, Series B in the aggregate principal amount of \$29,000,255.40 (the "2001B Bonds") issued on October 22, 2002, and
- Clovis Unified School District (Fresno County, California) General Obligation Bonds, Election of 2012, Series A in the aggregate principal amount of \$79,996,801.20 (the "2012A Bonds") issued on August 30, 2012; and

**WHEREAS**, certain maturities of the 2012A are subject to redemption at the option of the District commencing on August 1, 2022 or on any date thereafter, without premium, as further specified in the documents providing for the issuance of the Prior Bonds, and certain maturities of the 2001B Bonds can be refunded to maturity to facilitate tax rate management and achieve savings; and

**WHEREAS**, due to favorable conditions that currently exist in the bond market, in order to refund certain maturities of the outstanding Prior Bonds and thereby realize financial savings to the property tax payers of the District, the Board of Trustees of the District (the "Board") has determined at this time to issue and sell its 2021 Refunding General Obligation Bonds (Federally Taxable) in the aggregate principal amount of not to exceed \$22,000,000 (the "Refunding Bonds"); and

**WHEREAS**, it is expected that because the Prior Bonds will be refunded on an advance basis, in order to comply with all applicable federal tax law requirements, the Refunding Bonds will be issued on a federally taxable basis, however in the event that a change in law occurs permitting the issuance on a federally tax-exempt basis, they will in such case be issued on said basis in compliance with all applicable federal tax law requirements; and

**WHEREAS**, the Board is authorized to provide for the issuance and sale of the Refunding Bonds under the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53550 of said Code (the "Bond Law"); and

**WHEREAS**, the Board has adopted a Debt Management Policy in compliance with Senate Bill 1029 effective January 1, 2017 and issuance of the Refunding Bonds will be in compliance with such policy; and

**WHEREAS**, further, as required by Government Code Section 5852.1 enacted January 1, 2018 by Senate Bill 450, attached hereto as Appendix B is the information relating to the Refunding Bonds that has been obtained by the Board and is hereby disclosed and made public; and

**THEREFORE, BE IT RESOLVED** by the Board of the Clovis Unified School District as follows:

## **ARTICLE I**

### **DEFINITIONS; AUTHORITY**

SECTION 1.01. *Definitions.* The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given them below, unless the context clearly requires some other meaning.

“Authorized Investments” means the County Investment Pool, the Local Agency Investment Fund, any investments authorized pursuant to Sections 53601 and 53635 of the California Government Code. The County Treasurer shall assume no responsibility in the reporting, reconciling and monitoring in the investment of proceeds related to the Refunding Bonds.

“Board” means the Board of Trustees of the District.

“Bond Counsel” means (a) the firm of Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

“Bond Law” means Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53550 of said Code, as in effect on the date of adoption hereof and as amended hereafter.

“Bond Purchase Agreement” means the Bond Purchase Agreement between the District and the Underwriter, under which the Underwriter agrees to purchase the Refunding Bonds and pay the purchase price therefor.

“Business Day” means any day other than a day on which (a) banks located in the state in which the Office is located are authorized or required by law to close, or (b) The New York Stock Exchange or the payment system of the Federal Reserve System is closed.

“Closing Date” means the date upon which there is a delivery of the Refunding Bonds in exchange for the amount representing the purchase price of the Refunding Bonds by the Underwriter.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate which is executed and delivered by a District Representative on the Closing Date.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of the Refunding Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees, expenses and charges of the Paying Agent and Escrow Agent and their counsel, legal fees and charges, fees and disbursements of consultants and professionals including escrow verification fees, rating agency fees, all costs set forth in Government Code Sections 53550(e) and (f) and Section 53587, and any other cost, charge or fee in connection with the original issuance and sale of the Refunding Bonds.

“County” means the County of Fresno, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

“County Treasurer” means the Fresno County Auditor-Controller/Treasurer-Tax Collector, or any authorized deputy thereof.

“Debt Service Fund” means the account established by the County Controller and held by the County Treasurer under Section 4.02.

“Depository” means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

“Depository System Participant” means any participant in the Depository’s book-entry system.

“District” means the Clovis Unified School District, a unified school district organized under the Constitution and laws of the State of California, and any successor thereto.

“District Representative” means the President of the Board, the Vice President of the Board, the Superintendent, the Associate Superintendent, Administrative Services or the Assistant Superintendent, Business Services, or the written designee of such officers, or any other person authorized by resolution of the Board to act on behalf of the District with respect to this Resolution and the Bonds.

“DTC” means The Depository Trust Company and its successors and assigns.

“Education Code” means the Education Code of the State of California, as in effect on the Closing Date or as thereafter amended from time to time.

“Escrow Agent” means MUFG Union Bank, N.A., in its capacity as escrow agent under the Escrow Agreement, and as paying agent for the Prior Bonds.

“Escrow Agreement” means the document governing the deposit of Refunding Bond proceeds into an escrow fund to provide for the payment and redemption of certain maturities of the Prior Bonds.

“Federal Securities” means (a) any direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department

of the Treasury of the United States of America), for which the full faith and credit of the United States of America are pledged; (b) obligations of any agency, department or instrumentality of the United States of America, the timely payment of principal and interest on which are directly or indirectly secured or guaranteed by the full faith and credit of the United States of America.

“Interest Payment Dates” means February 1 and August 1 in each year during the term of such Refunding Bond, commencing on the date set forth in the Bond Purchase Agreement, provided, however, that such dates are subject to modification as provided in the Bond Purchase Agreement.

“Office” means the designated corporate trust office of the Paying Agent for the payment of the Bonds and the administration of its duties hereunder. The Paying Agent may designate and re-designate the Office from time to time by written notice filed with the County and the District.

“Outstanding,” when used as of any particular time with reference to Refunding Bonds, means all Refunding Bonds except: (a) Refunding Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation; (b) Refunding Bonds paid or deemed to have been paid within the meaning of Section 9.02; and (c) Refunding Bonds in lieu of or in substitution for which other Refunding Bonds have been authorized, executed, issued and delivered by the District under this Resolution.

“Owner”, whenever used herein with respect to a Refunding Bond, means the person in whose name the ownership of such Refunding Bond is registered on the Registration Books.

“Paying Agent” means the bank, trust company, national banking association or other financial institution appointed as paying agent for the Refunding Bonds in the manner provided in Article VI of this Resolution.

“Prior Bonds” means the following bonds:

- Clovis Unified School District (Fresno County, California) General Obligation Bonds, Election of 2001, Series B in the aggregate principal amount of \$29,000,255.40 (the “2001B Bonds”) issued on October 22, 2002, and
- Clovis Unified School District (Fresno County, California) General Obligation Bonds, Election of 2012, Series A in the aggregate principal amount of \$79,996,801.20 (the “2012A Bonds”) issued on August 30, 2012.

“Record Date” means the 15<sup>th</sup> day of the month preceding an Interest Payment Date, whether or not such day is a business day.

“Refunding Bonds” or “Bonds” means the not to exceed \$22,000,000 aggregate principal amount of Clovis Unified School District (Fresno County, California) 2021 Refunding General Obligation Bonds (Federally Taxable) issued and at any time Outstanding under this Resolution, which may be issued in one or more series from time to time.

“Registration Books” means the records maintained by the Paying Agent for the registration of ownership and registration of transfer of the Refunding Bonds under Section 2.08.



“Resolution” means this Resolution, as originally adopted by the Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

“Responsible Officer of the Paying Agent” means an officer of the Paying Agent who customarily handles corporate trusts and is assigned to supervise this Resolution, and any other officer of the Paying Agent to whom a matter is referred because of his or her knowledge of and familiarity with the particular subject.

“Securities Depositories” means DTC; and, in accordance with the then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a Written Request of the District delivered to the Paying Agent.

“Tax Code” means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

“Underwriter” means Stifel Nicolaus & Company, Incorporated, the designated underwriter of the Refunding Bonds upon the negotiated sale thereof, as designated pursuant to Section 3.01.

“Written Certificate of the District” means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized by the District and listed on a Written Request of the District for that purpose.

SECTION 1.02. *Interpretation.*

- (a) Unless the context otherwise indicates, words expressed in the singular include the plural and singular and the use of the neuter, masculine, or feminine gender is for convenience only and includes the neuter, masculine or feminine gender, as appropriate.
- (b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.
- (c) All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

SECTION 1.03. *Authority for this Resolution; Findings.* This Resolution is entered into under the provisions of the Bond Law. The Board hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Refunding Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California. In accordance with Section 53552 of the Bond Law, the Board hereby determines that the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds under the provisions of the Bond Law without submitting the question of the issuance of the Refunding Bonds to a vote

of the qualified electors of the District. Pursuant to Section 53587 of the Bond Law, the Board hereby determines that capitalized interest on the Refunding Bonds (if any) shall be reasonably required.

## ARTICLE II

### THE REFUNDING BONDS

SECTION 2.01. *Authorization.* The Board hereby authorizes the issuance of the Refunding Bonds in the aggregate principal amount not to exceed \$22,000,000 under and subject to the terms of the Bond Law and this Resolution, for the purpose of providing funds to refinance certain maturities of the outstanding Prior Bonds, and to pay Costs of Issuance. It is expected that said Refunding Bonds will be issued on a federally taxable basis in accordance with applicable law. In the event that issuance as federally tax-exempt bonds is possible due to a change in law, issuance on a tax-exempt basis is also hereby authorized in accordance with all applicable federal tax law requirements.

This Resolution constitutes a continuing agreement between the District and the Owners of all of the Refunding Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal thereof and interest and premium, if any, on all Refunding Bonds, subject to the covenants, agreements, provisions and conditions herein contained. The Refunding Bonds shall be issued as bonds which bear current interest, may be issued in one or more series, and shall be designated the "Clovis Unified School District (Fresno County, California) 2021 Refunding General Obligation Bonds (Federally Taxable)", together with any such further designations or modified designations as shall be authorized by a District Representative.

As provided in Section 53552 of the Bond Law, the Refunding Bonds shall not be issued unless the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds is less than the total net interest cost to maturity on the Prior Bonds to be refunded plus the principal amount of the Prior Bonds to be refunded. Before issuing any series of the Refunding Bonds, the District shall receive confirmation from its Financial Advisor that the requirements of Section 53552 of the Bond Law have been satisfied.

#### SECTION 2.02. *Terms of Refunding Bonds.*

(a) Terms of Refunding Bonds. The Refunding Bonds will be issued as fully registered bonds, without coupons, in the denomination of \$5,000 each or any integral multiple thereof, but in an amount not to exceed the aggregate principal amount of Refunding Bonds maturing in the year of maturity of the Refunding Bonds for which the denomination is specified. Refunding Bonds will be lettered and numbered from R-1 upward. The Refunding Bonds will be dated as of the Closing Date.

Interest on the Refunding Bonds is payable semiannually on each Interest Payment Date. Each Refunding Bond will bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it will bear interest from such date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the first Record Date, in which event it will bear interest from the Closing Date. Notwithstanding the foregoing, if interest on any Refunding Bond is in default at the time of

authentication thereof, such Refunding Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(b) Maturities; Basis of Interest Calculation. The Refunding Bonds will mature on August 1 (unless otherwise provided in the Bond Purchase Agreement) in the years and in the amounts, and will bear interest at the rates (up to a maximum of 8 percent per annum), as determined upon the sale thereof as provided in the Bond Purchase Agreement. Interest on the Refunding Bonds will be calculated on the basis of a 360-day year comprised of twelve 30-day months. The final maturity of the Refunding Bonds shall not exceed the legal limit identified in the Bond Law.

(c) CUSIP Identification Numbers. CUSIP identification numbers will be imprinted on the Refunding Bonds, but such numbers do not constitute a part of the contract evidenced by the Refunding Bonds and any error or omission with respect thereto will not constitute cause for refusal of any purchaser to accept delivery of and pay for the Refunding Bonds. In addition, failure on the part of the District to use such CUSIP numbers in any notice to Owners of the Refunding Bonds will not constitute an event of default or any violation of the District's contract with such Owners and will not impair the effectiveness of any such notice. The District shall promptly notify the Paying Agent in writing of any change in CUSIP numbers.

(d) Payment. Interest on the Refunding Bonds (including the final interest payment upon maturity or redemption) is payable by check, draft or wire of the Paying Agent mailed to the Owner thereof (which will be DTC so long as the Refunding Bonds are held in the book-entry system of DTC) at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; except that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the Refunding Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on such Refunding Bonds will be paid by wire payment on the succeeding Interest Payment Date to such account as will be specified in such written request. Principal of and premium (if any) on the Refunding Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent.

(e) Provisions of Bond Purchase Agreement to Control. Notwithstanding the foregoing provisions of this Section and the following provisions of Section 2.03, any of the terms of the Refunding Bonds may be established or modified under the Bond Purchase Agreement provided such terms are in conformity with the Bond Law. In the event of a conflict or inconsistency between this Resolution and the Bond Purchase Agreement relating to the terms of the Refunding Bonds, the provisions of the Bond Purchase Agreement will be controlling.

#### SECTION 2.03. *Redemption of Refunding Bonds.*

(a) Optional Redemption Dates and Prices. The Refunding Bonds are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, from any available source of funds, commencing on the date identified in the Bond Purchase Agreement, on the dates and at the respective redemption prices as set forth in the Bond Purchase Agreement.

(b) Mandatory Sinking Fund Redemption. If the Bond Purchase Agreement specifies that any one or more maturities of the Refunding Bonds are term bonds which are subject to mandatory sinking fund redemption, each such maturity of Refunding Bonds shall be subject to such mandatory sinking fund redemption on August 1 (unless otherwise provided in the Bond Purchase Agreement) in each of the years and in the respective principal amounts as set forth in

the Bond Purchase Agreement, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If any such term bonds are redeemed under the provisions of the preceding clause (a), the total amount of all future payments under this subsection (b) with respect to such term bonds shall be reduced by the aggregate principal amount of such term bonds so redeemed, to be allocated among such payments on a pro rata basis in integral multiples of \$5,000 (or on such other basis as the District may determine) as set forth in written notice given by the District to the Paying Agent.

(c) Selection of Refunding Bonds for Redemption. Whenever less than all of the Outstanding Refunding Bonds of any one maturity are designated for redemption, the Paying Agent shall select the Outstanding Refunding Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Refunding Bond will be deemed to consist of individual bonds of \$5,000 principal amount. The Refunding Bonds may all be separately redeemed.

(d) Redemption Procedure. The Paying Agent, upon receipt of a written request of the District (such written request to contain the information to be contained in the notice of redemption to be sent to Owners, as set forth below), will, at the sole cost and expense of the District, cause notice of any redemption to be mailed, first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any Refunding Bonds designated for redemption, at their addresses appearing on the Registration Books. Such notice may be a conditional notice of redemption and subject to rescission as set forth in clause (e) below. Such mailing is not a condition precedent to such redemption and the failure to mail or to receive any such notice will not affect the validity of the proceedings for the redemption of such Refunding Bonds. In addition, the Paying Agent will give notice of redemption by certified, registered or overnight mail to the Municipal Securities Rulemaking Board and each of the Securities Depositories at least two days prior to such mailing to the Refunding Bond Owners.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Refunding Bonds are to be called for redemption, shall designate the serial numbers of the Refunding Bonds to be redeemed by giving the individual number of each Refunding Bond or by stating that all Refunding Bonds between two stated numbers, both inclusive, or by stating that all of the Refunding Bonds of one or more maturities have been called for redemption, and shall require that such Refunding Bonds be then surrendered at the Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Refunding Bonds will not accrue from and after the redemption date.

Upon surrender of Refunding Bonds redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner, at the expense of the District, a new Refunding Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Refunding Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given as aforesaid, and funds sufficient for the payment of the principal of and interest (and premium, if any) on the Refunding Bonds so called for redemption have been irrevocably deposited with the Paying Agent, the Refunding Bonds called for redemption will cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in

the notice. The Paying Agent will cancel all Refunding Bonds redeemed under this Section and will furnish a certificate of cancellation to the District.

(e) Right to Rescind Notice of Redemption. The District has the right to rescind any notice of the optional redemption of Refunding Bonds under subsection (a) of this Section by written notice to the Paying Agent on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason sufficient funds have not been irrevocably deposited with the Paying Agent on the date fixed for redemption for the payment in full of the Refunding Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Refunding Bond Owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under subsection (c) of this Section.

SECTION 2.04. *Form of Refunding Bonds.* The Refunding Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon will be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution and the Bond Purchase Agreement, as are set forth in Appendix A attached hereto.

SECTION 2.05. *Execution of Refunding Bonds.* The Refunding Bonds shall be signed by the manual or facsimile signature of the President of the Board and shall be attested by the manual or facsimile signature of the Secretary or Clerk of the Board. Only those Refunding Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A attached hereto, executed and dated by an authorized signatory of the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the Refunding Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

SECTION 2.06. *Transfer of Refunding Bonds.* Subject to Section 2.10, any Refunding Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by their duly authorized attorney, upon surrender of such Refunding Bond for cancellation at the Office of the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The District may charge a reasonable sum for each new Refunding Bond issued upon any transfer.

Whenever any Refunding Bond or Bonds is surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new Refunding Bond or Bonds, for like aggregate principal amount. No transfers of Refunding Bonds shall be required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Refunding Bonds for redemption or (b) with respect to a Refunding Bond which has been selected for redemption.

SECTION 2.07. *Exchange of Refunding Bonds.* Refunding Bonds may be exchanged at the Office of the Paying Agent for a like aggregate principal amount of Refunding Bonds of authorized denominations and of the same maturity, together with a written request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. The District may charge a reasonable sum for each new Refunding Bond issued upon any exchange (except in the cases of any exchange of temporary Refunding Bonds for definitive Refunding Bonds). No exchange of Refunding Bonds is required to be made (a) 15

days prior to the date established by the Paying Agent for selection of Refunding Bonds for redemption or (b) with respect to a Refunding Bond after it has been selected for redemption.

SECTION 2.08. *Registration Books.* The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Refunding Bonds, which shall at all times be open to inspection by the District upon reasonable prior written notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as shall then be customary and standard, register or transfer or cause to be registered or transferred, on said books, Refunding Bonds as herein before provided.

SECTION 2.09. *Book-Entry System.* Except as provided below, DTC shall be the Owner of all of the Refunding Bonds, and the Refunding Bonds shall be registered in the name of Cede & Co. as nominee for DTC. The Refunding Bonds shall be initially executed and delivered in the form of a single fully registered Refunding Bond for each maturity date of the Refunding Bonds in the full aggregate principal amount of the Refunding Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Refunding Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected or incur any liability by any notice to the contrary. The Paying Agent and the District have no responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Refunding Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an Owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Refunding Bonds. The District shall cause to be paid all principal and interest with respect to the Refunding Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Refunding Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Refunding Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Refunding Bonds and delivers a written certificate to DTC and the District to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Refunding Bonds. In such event, the District shall issue, transfer and exchange Refunding Bonds as requested by DTC and any other owners in appropriate amounts.

DTC may determine to discontinue providing its services with respect to the Refunding Bonds at any time by giving notice to the District and the Paying Agent and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Refunding Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Refunding Bonds evidencing the Refunding Bonds to any Depository System Participant having Refunding Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Refunding Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Refunding Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with

respect to the principal and interest with respect to such Refunding Bond and all notices with respect to such Refunding Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Refunding Bonds.

Section 2.10. *Transfer Under Book-Entry System: Discontinuation of Book-Entry System.* Registered ownership of the Refunding Bonds, or any portion thereof, may not be transferred except as follows:

(a) To any successor of Cede & Co., as nominee of DTC, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this section (a “substitute depository”); *provided that* any successor of Cede & Co., as nominee of DTC or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(b) To any substitute depository not objected to by the District, upon (1) the resignation of the DTC or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the District to substitute another depository for DTC (or its successor) because DTC or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided, that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(c) To any person upon (1) the resignation of DTC or its successor (or substitute depository or its successor) from its functions as depository, or (2) a determination by the District to remove The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository.

## ARTICLE III

### SALE OF REFUNDING BONDS; APPLICATION OF PROCEEDS

#### SECTION 3.01. *Sale of Refunding Bonds; Approval of Sale Documents.*

(a) Negotiated Sale of Refunding Bonds. Pursuant to Section 53583 of the Bond Law, the Board hereby expressly authorizes the negotiated sale of the Refunding Bonds to the underwriting firm of Stifel Nicolaus & Company, Incorporated, as Underwriter. The Refunding Bonds shall be sold to the Underwriter pursuant to the Bond Purchase Agreement in substantially the form on file with the Clerk of the Board with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement, provided that the savings requirement set forth in Section 2.01 here of has been satisfied, the final maturity date of the Refunding Bonds shall not extend beyond the final maturity date of the Prior Bonds to be refunded, and the Underwriter’s discount shall not exceed 0.5% of the principal amount of the Refunding Bonds.

The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement in the name and on behalf of the District.

In accordance with Section 53583 of the Bond Law, the Board has determined to sell the Refunding Bonds at negotiated sale for the following reasons: (a) a negotiated sale provides more

flexibility to choose the time and date of the sale which is often advantageous in the municipal bond market; (b) the involvement of the Underwriter in preparing documents, rating agency presentations and structuring bonds generally enhances the quality and results of the bond offering; (c) a negotiated sale will permit the time schedule for the issuance and sale of the Refunding Bonds to be expedited, if necessary; (d) a negotiated sale provides the District access to the underwriter's trading desk for providing estimates of the cost of various bond structures (yields, discounts, premiums and maturities) for the purpose of evaluating alternative potential bond structures with the goal of producing the best match between District objectives and investor acceptance and demand; and (e) a negotiated sale provides time for underwriters to educate potential investors about the District and the Refunding Bonds with the goal of maximizing investor orders/reducing interest cost on the day of bond pricing.

(b) Official Statement. The Board hereby approves, and hereby authorizes the Superintendent to deem final as of its date within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement describing the Refunding Bonds in substantially the form on file with the Clerk of the Board. The Superintendent is hereby authorized to execute an appropriate certificate stating that the Preliminary Official Statement has been deemed final within the meaning of such Rule. A District Representative is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by a District Representative shall be conclusive evidence of their approval of any such changes and additions. The Board hereby authorizes the distribution of the Official Statement by the Underwriter. The final Official Statement shall be executed in the name and on behalf of the District by a District Representative.

(c) Bond Insurance; Ratings. If the District is advised by its financial advisor that it is in the best financial interests of the District to obtain a municipal bond insurance policy to insure the payment of debt service on the Refunding Bonds, each District Representative is authorized to apply for said insurance and to take all actions and execute all documents and certifications relating thereto. In addition, the District has been advised by its financial advisor that it may be in the best interests of the District to obtain a rating from one or more rating agencies, and in connection therewith, obtain an opinion of qualified bankruptcy counsel with respect to certain bankruptcy matters. Said engagement is confirmed in Section 3.04 and each District Representative is authorized to take all actions and execute all documents and certifications relating thereto.

(d) Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Refunding Bonds, including but not limited to the execution and delivery of a document with respect to the engagement of the Paying Agent appointed hereby, and the payment of Costs of Issuance. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on their behalf if such officer is absent or unavailable.

SECTION 3.02. *Application of Proceeds of Sale of Refunding Bonds*. The proceeds of the Refunding Bonds shall be paid and applied as follows:

- (a) The Underwriter shall transfer a portion of the proceeds of the Refunding Bonds to MUFG Union Bank, N.A., or other reputable financial institution



identified by a District Representative, as custodian (the “Custodian”) under the agreement referred to in Section 3.04, to be applied to pay the Costs of Issuance of the Refunding Bonds.

- (b) The Underwriter shall transfer the remainder of such proceeds to the Escrow Agent to be held, invested and applied to refund and discharge all or a portion of the outstanding Prior Bonds in accordance with the Escrow Agreement.

SECTION 3.03. *Refunding of Prior Bonds; Approval of Escrow Agreement.* The maturities of the Prior Bonds to be refunded shall be refunded in accordance with the provisions of the Escrow Agreement. The Board hereby approves the Escrow Agreement in substantially the form on file with the Clerk of the Board, together with any changes therein or modifications thereof which are approved by a District Representative, and the execution thereof by a District Representative will be conclusive evidence of the approval of any such changes or modifications. A District Representative is directed to authenticate and execute the final form of the Escrow Agreement on behalf of the District, and to deliver the executed Escrow Agreement on the Closing Date.

SECTION 3.04. *Costs of Issuance Custodian Agreement.* In order to facilitate the payment of Costs of Issuance, the Board hereby authorizes a District Representative to execute and deliver an agreement with respect to said services on behalf the District. Amounts held thereunder shall be requisitioned by a District Representative for payment of Costs of Issuance in accordance with said agreement. Any amounts held thereunder which are not required for payment of Costs of Issuance shall be transferred to the County Treasurer and deposited into the Debt Service Fund, to be applied to pay interest next coming due and payable on the Refunding Bonds.

SECTION 3.05. *Professionals; Estimated Financing Costs.* The firm of Jones Hall, A Professional Law Corporation, has previously been engaged to act as the District’s bond counsel and disclosure counsel, and the firm of Keygent LLC has previously been engaged to act as the District’s financial advisor. Said engagements are confirmed in accordance with the terms of existing contracts, together with any addenda on file with the Associate Superintendent, Administrative Services. The estimated Costs of Issuance of the Refunding Bonds is set forth in Appendix B.

## **ARTICLE IV**

### **SECURITY FOR THE REFUNDING BONDS; DEBT SERVICE FUND**

SECTION 4.01. *Security for the Refunding Bonds.* The Refunding Bonds are general obligations of the District payable from the levy of *ad valorem* taxes upon all property within the District which is subject to taxation by the District, without limitation as to rate or amount, for the payment of the Refunding Bonds and the interest thereon in accordance with and subject to Section 15250 of the Education Code. The District hereby requests the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Refunding Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Refunding Bonds when due, including the principal of any Refunding Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(b),

which moneys when collected will be paid to the County Treasurer and placed in the Debt Service Fund.

No part of any fund or account of the County is pledged or obligated to the payment of the Refunding Bonds. The principal of and interest on Refunding Bonds do not constitute a debt (or a pledge of the full faith and credit) of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof. Neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable on the Refunding Bonds. In no event are the principal of and interest on Refunding Bonds payable out of any funds or properties of the District other than *ad valorem* taxes levied on taxable property in the District; provided, however, nothing in this Resolution prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law. The Refunding Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code.

The District acknowledges that pursuant to Government Code Section 53515 and Section 15251 of the Education Code, the Refunding Bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the *ad valorem* tax. The lien attaches automatically without further action or authorization by the District and is valid and binding from the time the Refunding Bonds are executed and delivered.

The District shall transmit a copy of this resolution, together with the debt service schedule for the Refunding Bonds, to the office of the County Auditor-Controller and County Treasurer in sufficient time to permit the County to maintain the tax rates for the Refunding Bonds.

SECTION 4.02. *Establishment of Debt Service Fund.* The District hereby requests the County Treasurer to establish, hold and maintain a fund to be known as the "Clovis Unified School District 2021 Refunding General Obligation Bonds Debt Service Fund", which the County Treasurer shall hold and maintain as a separate account, distinct from all other funds of the County and the District. All taxes levied by the County, at the request of the District, for the payment of the principal of and interest and premium (if any) on the Refunding Bonds shall be deposited in the Debt Service Fund by the County promptly upon apportionment of said levy. In the event that the Refunding Bonds are issued in more than one series, then the District hereby requests the County Treasurer to establish a related debt service fund, to be designated as stated herein with an appropriate reference to the series designation.

The Debt Service Fund is hereby pledged for the payment of the principal of and interest on the Refunding Bonds when and as the same become due, including the principal of any Term Bonds required to be paid upon the mandatory sinking fund redemption thereof, in accordance with Section 4.04. Amounts in the Debt Service Fund shall be transferred by the County to the Paying Agent to the extent required to pay the principal of and interest and redemption premium (if any) on the Refunding Bonds when due. As provided in Section 15232 of the Education Code, amounts in the Debt Service Fund shall also be applied to pay the expense of paying the Refunding Bonds elsewhere than at the office of the County Treasurer, and all such amounts shall be collected as additional *ad valorem* property taxes levied in accordance with Section 4.03.

SECTION 4.03. *Disbursements from Debt Service Fund.* The County Treasurer shall administer the Debt Service Fund and make disbursements therefrom in the manner set forth in this Section. The County Treasurer shall transfer amounts on deposit in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Refunding Bonds when due and

payable, to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest on the Refunding Bonds. DTC will thereupon make payments of principal and interest on the Refunding Bonds to the Depository System Participants who will thereupon make payments of principal and interest to the beneficial owners of the Refunding Bonds

In addition, amounts on deposit in the Debt Service Fund shall be applied to pay the fees and expenses of the Paying Agent insofar as permitted by law, including specifically by Section 15232 of the Education Code. To that end, the District hereby authorizes the County Treasurer to apply amounts in the Debt Service Fund to the payment of the fees and expenses of the Paying Agent designated in Section 6.01, including to reimburse the County Treasurer for payments so processed by it.

Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid, shall be transferred to any other interest and sinking fund for general obligation bond indebtedness of the District, and in the event there is no such debt outstanding, shall be transferred to the District's general fund upon the order of the County, as provided in Section 15234 of the Education Code.

SECTION 4.04. *Pledge of Taxes.* The District hereby pledges all revenues received from the levy and collection of *ad valorem* property taxes for the payment of the Refunding Bonds and all amounts on deposit in the Debt Service Fund to the payment of the Refunding Bonds. Such pledge shall constitute a lien on and security interest in such taxes and amounts in the Debt Service Fund. This pledge shall constitute an agreement between the District and the owners of the Refunding Bonds to provide security for the payment of the Refunding Bonds in addition to any statutory lien that may exist. This pledge shall be valid and binding from the date hereof for the benefit of the Owners of the Refunding Bonds and successors thereto. The property taxes and amounts held in the Debt Service Fund shall be immediately subject to this pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the property taxes and amounts held in the interest and sinking fund to secure the payment of the Refunding Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act.

SECTION 4.05. *Investments.* All moneys held in any of the funds or accounts established with the County hereunder (if any) may be invested in Authorized Investments in accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account will be deemed to be part of such fund or account. The County has no responsibility in the reporting, reconciling and monitoring of the investment of the proceeds of the Refunding Bonds.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made, and shall be expended for the purposes thereof. The District covenants that all investments of amounts deposited in any fund or account created by or under this Resolution, or otherwise containing proceeds of the Refunding Bonds, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as

described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

## ARTICLE V

### OTHER COVENANTS OF THE DISTRICT

SECTION 5.01. *Punctual Payment.* The Board hereby directs the County to levy *ad valorem* taxes, as provided in Section 15250 of the Education Code, so as to enable the District to punctually pay, or cause to be paid, the principal of and interest on the Refunding Bonds, in conformity with the terms of the Refunding Bonds and this Resolution. In no event shall the District be obligated to pay principal of and interest and redemption premium, if any, on any Refunding Bond out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District; provided, however, nothing herein contained prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law, including, in its sole discretion, to debt service with respect to the Refunding Bonds.

SECTION 5.02. *Books and Accounts; Financial Statements.* The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Refunding Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Refunding Bonds then Outstanding, or their representatives authorized in writing.

SECTION 5.03. *Protection of Security and Rights of Refunding Bond Owners.* The District will preserve and protect the security of the Refunding Bonds and the rights of the Refunding Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. Following the issuance of the Refunding Bonds by the District, the Refunding Bonds shall be incontestable by the District.

SECTION 5.04. *Tax Covenants.* In the event that the Refunding Bonds can be issued on a federally tax-exempt basis in accordance with then-applicable federal tax law requirements contained in the Tax Code, the District covenants as set forth below.

(a) Private Activity Bond Limitation. The District shall assure that the proceeds of the Refunding Bonds are not so used as to cause the Refunding Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Refunding Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Paying Agent or the County or otherwise, any action with respect to the proceeds of the Refunding Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Refunding Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Tax Code.

(d) Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Refunding Bonds from the gross income of the Owners of the Refunding Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Rebate of Excess Investment Earnings to United States. The District shall calculate or cause to be calculated excess investment earnings with respect to the Refunding Bonds which are required to be rebated to the United States of America under Section 148(f) of the Tax Code, and shall pay the full amount of such excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code, if and to the extent such Section 148(f) is applicable to the Refunding Bonds. Such payments shall be made by the District from any source of legally available funds of the District. The District shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Refunding Bonds, records of the determinations made under this subsection (e). In order to provide for the administration of this subsection (e), the District may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the District may deem appropriate.

SECTION 5.05. *Continuing Disclosure*. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate does not constitute a default by the District hereunder or under the Refunding Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Refunding Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

SECTION 5.06. *CDIAC Annual Reporting*. The District hereby covenants and agrees that it will comply with the provisions of California Government Code Section 8855 subdivision (k) with respect to annual reporting to the California Debt and Investment Advisory Commission. Said reporting will occur at the times and include the types of information as set forth therein. Notwithstanding any other provision of this Resolution, failure of the District to comply with said reporting does not constitute a default by the District hereunder or under the Refunding Bonds.

SECTION 5.07. *Further Assurances*. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Refunding Bonds of the rights and benefits provided in this Resolution.

## ARTICLE VI

### THE PAYING AGENT

SECTION 6.01. *Appointment of Paying Agent.* MUFG Union Bank, N.A., San Francisco, California is hereby appointed to serve as the initial Paying Agent for the Refunding Bonds. In such capacity, the Paying Agent shall also act as registration agent and authentication agent for the Refunding Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Refunding Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Board hereby approves the execution and delivery of a Paying Agent Agreement between the District and the Paying Agent. A District Representative is hereby authorized and directed to execute the final form of such Paying Agent Agreement on behalf of the District.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor, if not the County, shall be a bank, national banking association or trust company doing business and having a designated corporate trust office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least \$100,000,000, and subject to supervision or examination by federal or state authority. If such bank, national banking association or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 6.01 the combined capital and surplus of such bank, national banking association or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The appointed Paying Agent may at any time resign by giving written notice to the County Treasurer, the District and the Refunding Bond Owners of such resignation. Upon receiving notice of such resignation, the County Treasurer shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the appointed Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent. If after 30 days of such notice of resignation or removal a successor Paying Agent has not been appointed as aforesaid, the Paying Agent may, at the sole cost and expense of the District, petition a court of competent jurisdiction for such appointment.

Any bank, national association, federal savings association, or trust company into which the Paying Agent may be merged or converted or with which it may be consolidated or any bank, national association, federal savings association, or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank, national association, federal savings association, or trust company to which the Paying Agent may sell or transfer all or substantially all of its corporate trust business, provided such bank, federal savings association, or trust company shall be eligible as described in this Section 6.01, shall be the successor to such Paying Agent, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

SECTION 6.02. *Paying Agent May Hold Refunding Bonds.* The Paying Agent may become the owner of any of the Refunding Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

SECTION 6.03. *Liability of Agents.* The recitals of facts, covenants and agreements in this Resolution and in the Refunding Bonds constitute statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Refunding Bonds, nor shall incur any liability or have any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own gross negligence or willful misconduct.

In the absence of willful misconduct, the Paying Agent shall be entitled to conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent is not liable for any error of judgment made in good faith by a Responsible Officer of the Paying Agent in the absence of the gross negligence of the Paying Agent.

No provision of this Resolution requires the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed by it hereunder.

In no event shall the Paying Agent be responsible or liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Paying Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

SECTION 6.04. *Notice to Paying Agent.* The Paying Agent shall be entitled to conclusively rely and is protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel of its selection, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof is specifically prescribed in this Resolution) may, in the absence of gross negligence or willful misconduct on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its reasonable judgment the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

SECTION 6.05. *Compensation; Indemnification.* The District shall pay to the Paying Agent from time to time reasonable compensation, as previously agreed upon in writing, for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under Resolution. Amounts on deposit in the Debt Service Fund shall be applied to pay the fees and expenses of the Paying Agent insofar as permitted by law, including specifically by Section 15232 of the Education Code. The District further agrees to indemnify the Paying Agent against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its gross negligence or willful misconduct.

## ARTICLE VII

### REMEDIES OF REFUNDING BOND OWNERS

SECTION 7.01. *Remedies of Refunding Bond Owners.* Any Refunding Bond Owner has the right, for the equal benefit and protection of all Refunding Bond Owners similarly situated:

- (a) by mandamus, suit, action or proceeding, to compel the District and its board members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Refunding Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;
- (b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Refunding Bond Owners' rights; or
- (c) upon the happening and continuation of any default by the District hereunder or under the Refunding Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its board members and employees to account as if it and they were the trustees of an express trust.

SECTION 7.02. *Remedies Not Exclusive.* No remedy herein conferred upon the Owners of Refunding Bonds is exclusive of any other remedy. Each and every remedy is cumulative and may be exercised in addition to every other remedy given hereunder or thereafter conferred on the Refunding Bond Owners.

SECTION 7.03. *Non-Waiver.* Nothing in this Article VII or in any other provision of this Resolution or in the Refunding Bonds, affects or impairs the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Refunding Bonds to the respective Owners of the Refunding Bonds at the respective dates of maturity, as herein provided, or affects or impairs the right of action against the District, which is also absolute and unconditional, of such Owners to institute suit against the District to enforce such payment by virtue of the contract embodied in the Refunding Bonds.

A waiver of any default by any Refunding Bond Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Refunding Bonds to exercise any right or power accruing upon any default



shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Refunding Bond Owners by this Article VII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Refunding Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Refunding Bond Owners, the District and the Refunding Bond Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

## **ARTICLE VIII**

### **AMENDMENT OF THIS RESOLUTION**

SECTION 8.01. *Amendments Effective Without Consent of the Owners.* The Board may amend this Resolution from time to time, without the consent of the Owners of the Refunding Bonds, for any one or more of the following purposes:

- (a) To add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (b) To confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;
- (c) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Refunding Bond Owners in the opinion of Bond Counsel filed with the District; or
- (d) To make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Refunding Bonds.

SECTION 8.02. *Amendments Effective with Consent of the Owners.* The Board may amend this Resolution from time to time for any purpose not set forth in Section 8.01, with the written consent of the Owners of a majority in aggregate principal amount of the Refunding Bonds Outstanding at the time such consent is given. Without the consent of all the Owners of such Refunding Bonds, no such modification or amendment shall permit (a) a change in the terms of maturity of the principal of any Outstanding Refunding Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, (b) a reduction of the percentage of Refunding Bonds the consent of the Owners of which is required to effect any such modification or amendment, (c) a change in any of the provisions in Section 7.01 or (d) a reduction in the amount of moneys pledged for the repayment of the Refunding Bonds, and no right or obligation of any Paying Agent may be changed or modified without its written consent.

## ARTICLE IX

### MISCELLANEOUS

SECTION 9.01. *Benefits of Resolution Limited to Parties.* Nothing in this Resolution, expressed or implied, gives any person other than the District, the County, the Paying Agent and the Owners of the Refunding Bonds, any right, remedy, claim under or by reason of this Resolution. The covenants, stipulations, promises or agreements in this Resolution are for the sole and exclusive benefit of the Owners of the Refunding Bonds.

#### SECTION 9.02. *Defeasance of Refunding Bonds.*

(a) Discharge of Resolution. Any or all of the Refunding Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

- (i) by paying or causing to be paid the principal or redemption price of and interest on such Refunding Bonds, as and when the same become due and payable;
- (ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem such Refunding Bonds; or
- (iii) by delivering such Refunding Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Refunding Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Refunding Bonds have not been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In such event, upon written request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested in writing by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Resolution which are not required for the payment or redemption of Refunding Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Refunding Bonds. Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Refunding Bond (whether upon or prior to its maturity or the redemption date of such Refunding Bond), provided that, if such Refunding Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such Refunding Bond shall cease and be completely

discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Refunding Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any Refunding Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Refunding Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Deposit of Money or Securities with Paying Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent or other escrow holder money or securities in the necessary amount to pay or redeem any Refunding Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Resolution and shall be:

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Refunding Bonds and all unpaid interest thereon to maturity, except that, in the case of Refunding Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Refunding Bonds and all unpaid interest thereon to the redemption date; or
- (ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District and the Paying Agent, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Refunding Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Refunding Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.

(d) Payment of Refunding Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys irrevocably deposited with the Paying Agent in trust for the payment of the principal or redemption price of, or interest on, any Refunding Bonds and remaining unclaimed for two years after the principal of all of the Refunding Bonds has become due and payable (whether at maturity or upon call for redemption as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Refunding Bonds became due and payable, shall, upon written request of the District, be repaid to the District free from the trusts created by this Resolution, and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however,* that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Refunding Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Refunding Bonds so payable and not presented and with respect to the provisions relating to the repayment to the

District of the moneys held for the payment thereof. Thereafter, the District shall remain liable to the Owners for payment of any amounts due on the Refunding Bonds, which amounts shall be deemed to be paid by the District from moneys remitted to it by the Paying Agent under this subsection (d).

SECTION 9.03. *Execution of Documents and Proof of Ownership by Refunding Bond Owners.* Any request, declaration or other instrument which this Resolution may require or permit to be executed by Refunding Bond Owners may be in one or more instruments of similar tenor, and shall be executed by Refunding Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Refunding Bond Owner or their attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which they purport to act, that the person signing such request, declaration or other instrument or writing acknowledged to them the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Refunding Bonds and the amount, maturity, number and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Refunding Bond shall bind all future Owners of such Refunding Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

SECTION 9.04. *Waiver of Personal Liability.* No Board member, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Refunding Bonds; but nothing herein contained shall relieve any such Board member, officer, agent or employee from the performance of any official duty provided by law.

SECTION 9.05. *Limited Duties of County; Indemnification.* The County (including its Board of Supervisors, officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution and in applicable provisions of the Bond Law and the Education Code, and even during the continuance of an event of default by the District with respect to the Refunding Bonds, no implied covenants or obligations shall be read into this Resolution against the County (including its Board of Supervisors, officers, agents and employees).

The District agrees to indemnify, defend and save the County (including its Board of Supervisors, officers, agents and employees) harmless against any and all liabilities, costs, expenses, damages and claims which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith, and to reimburse the County (including its Board of Supervisors, officers, agents and employees) for any legal or other costs and expenses incurred in connection with investigating or defending any such liabilities or claims which are not due to its negligence or bad faith.

The terms of this Section 9.05 are not subject to revision pursuant to Section 2.02(e) hereof.

SECTION 9.06. *Destruction of Canceled Refunding Bonds.* Whenever in this Resolution provision is made for the surrender to the District of any Refunding Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Refunding Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Refunding Bonds therein referred to.

SECTION 9.07. *Partial Invalidity.* If any section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Refunding Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the chief financial officer of the District in trust for the benefit of the Refunding Bond Owners.

SECTION 9.08. *Force Majeure.* In no event shall the Paying Agent be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, pandemics, epidemics, recognized public emergencies, quarantine restrictions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Paying Agent shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

SECTION 9.09. *U.S.A. Patriot Act.* The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Paying Agent, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Paying Agent. The parties to this Resolution agree that they will provide the Paying Agent with such information as it may request in order for the Paying Agent to satisfy the requirements of the U.S.A. Patriot Act.

SECTION 9.10. *Effective Date of Resolution.* This Resolution shall take effect from and after the date of its passage and adoption.

**THE FOREGOING RESOLUTION** was adopted by the Governing Board of the Clovis Unified School District of Fresno County, State of California, at a meeting of said Governing Board held on the 3rd day of February, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Steven G. Fogg, M.D., President  
Governing Board  
Clovis Unified School District  
Fresno County, California

I, Tiffany Stoker Madsen, Clerk of the Governing Board of the Clovis Unified School District, County of Fresno, State of California, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by said Governing Board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said Governing Board.

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Tiffany Stoker Madsen, Clerk  
Governing Board  
Clovis Unified School District  
Fresno County, California

# APPENDIX A

## FORM OF REFUNDING BOND

*[Exhibit only; Not for execution]*

REGISTERED BOND NO. \_\_\_\_\_

\*\*\*\$ \_\_\_\_\_ \*\*\*

# CLOVIS UNIFIED SCHOOL DISTRICT

(Fresno County, California)

## 2021 REFUNDING GENERAL OBLIGATION BOND

INTEREST RATE PER ANNUM:	MATURITY DATE:	DATED DATE:	CUSIP:
	August 1, 20		

**REGISTERED OWNER:** Cede & Co.

**PRINCIPAL AMOUNT:** \*\*\* \_\_\_\_\_ **DOLLARS\*\*\***

The Clovis Unified School District (the "District"), located in the County of Fresno (the "County"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the principal amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the principal amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year, commencing August 1, 2021 (the "Interest Payment Dates"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15<sup>th</sup> day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before July 15, 2021, in which event it shall bear interest from the Dated Date referred to above. Principal hereof is payable at the corporate trust office of the paying agent for the Bonds (the "Paying Agent"), initially being MUFG Union Bank, N.A. Interest hereon (including the final interest payment upon maturity) is payable by check or draft of the Paying Agent mailed by first-class mail to the Owner at the Owner's address as it appears on the registration books maintained by the Paying Agent as of the close of business on the 15<sup>th</sup> day of the month next preceding such Interest Payment Date (the "Record Date"), or at such other address as the Owner may have filed with the Paying Agent for that purpose.

Principal hereof is payable at the corporate trust office of the Paying Agent. Interest hereon (including the final interest payment upon maturity) is payable by check or draft of the Paying Agent mailed by first-class mail to the Owner at the Owner's address as it appears on the registration books maintained by the Paying Agent as of

the close of business on the Record Date, or at such other address as the Owner may have filed with the Paying Agent for that purpose.

This Bond is one of a duly authorized issue of Bonds of the District designated as "Clovis Unified School District (Fresno County, California) 2021 Refunding General Obligation Bonds (Federally Taxable)" (the "Bonds"), in an aggregate principal amount of \$\_\_\_\_\_, all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates or redemption and other provisions) and all issued under the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53550 of said Code (the "Bond Law"), and under a Resolution of the Board of Trustees of the District adopted on February 3, 2021 (the "Resolution"), authorizing the issuance of the Bonds. The proceeds of the Bonds will be applied to the refunding of certain outstanding general obligation bonded indebtedness of the District.

The Bonds are general obligations of the District. The Board has the power to direct the County to levy *ad valorem* taxes upon all property within the District that is subject to taxation by the District, without limitation of rate or amount, for the payment of the Bonds and the interest and redemption premium (if any) thereon. The Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the California Education Code. The Bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the voter- approved tax for the Bonds.

The Bonds are being issued subject to the terms and conditions of the Resolution. All capitalized terms herein and not otherwise defined have the meaning given them in the Resolution, and if not therein defined, in the Bond Purchase Agreement with respect to the Bonds. Reference is hereby made to the Resolution and the Bond Purchase Agreement (copies of which are on file at the office of the Paying Agent) and the Bond Law for a description of the terms on which the Bonds are issued and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Paying Agent and the rights and obligations of the District thereunder, to all of the provisions of which Resolution the Owner of this Bond, by acceptance hereof, assents and agrees.

The principal of and interest and redemption premium, if any, on this Bond does not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest and redemption premium, if any, on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds of this issue are issuable only as fully registered Bonds in the denominations of \$5,000 or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the principal corporate trust office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all



subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds maturing on or after August 1, 20 are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, from any available source of funds, on August 1, 20\_, or on any date thereafter, at a price equal to 100% of the principal amount thereof, without premium, together with accrued interest thereon to the redemption date.

The Bonds maturing on August 1, 20\_ and August 1, 20\_ (the "Term Bonds"), are subject to mandatory sinking fund redemption on August 1 of each year in accordance with the respective schedules set forth below. The Term Bonds so called for mandatory sinking fund redemption shall be redeemed in the sinking fund payments amounts and on the dates set forth below, without premium.

**Term Bonds Maturing August 1, 20**

Redemption Date (August 1)	Sinking Fund Redemption
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**Term Bonds Maturing August 1, 20**

Redemption Date (August 1)	Sinking Fund Redemption
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If any such Term Bonds are redeemed pursuant to optional redemption, the total amount of all future sinking fund payments with respect to such Term Bonds shall be reduced by the aggregate principal amount of such Term Bonds so redeemed, to be allocated among such payments on a pro rata basis in integral multiples of \$5,000 principal amount (or on such other basis as the District may determine) as set forth in written notice given by the District to the Paying Agent.

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, the redemption premium, if any, and that

from and after such date interest with respect thereto shall cease to accrue and be payable. Such notice may be conditional and subject to rescission as described in the Resolution.

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owner of the Bonds, to a municipal registered securities depository and to a national information service that disseminates securities redemption notices and, by first class mail, postage prepaid, to the District and the respective Owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 20 days, but not more than 60 days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Neither the District nor the Paying Agent will be required: (a) to issue or transfer any Bond during a period beginning with the opening of business on the 15<sup>th</sup> calendar day next preceding either any Interest Payment Date or any date of selection of any Bond to be redeemed and ending with the close of business on the Interest Payment Date or a day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This Bond shall be not be valid or obligatory for any purpose and is not entitled to any security or benefit under the Bond Resolution (described on the reverse hereof) until the Certificate of Authentication below has been manually signed by the Paying Agent.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest in this Bond.

IN WITNESS WHEREOF, the Clovis Unified School District has caused this Bond to be executed by the facsimile signature of its President and attested by the facsimile signature of the Clerk of its Board of Trustees, all as of the date stated above.

**CLOVIS UNIFIED SCHOOL DISTRICT**

By [exhibit only]  
President

Attest:

[exhibit only]  
Secretary of the Board

**FORM OF CERTIFICATE OF AUTHENTICATION**

This is one of the Bonds described in the within-mentioned Resolution.

Authentication Date: \_\_\_\_\_, 20

**MUFG UNION BANK, N.A.,**  
*as Paying Agent*

By [exhibit only]  
Authorized Signatory

**FORM OF ASSIGNMENT**

For value received, the undersigned do(es) hereby sell, assign and transfer unto

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(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint \_\_\_\_\_  
\_\_\_\_\_, attorney, to transfer the same on the registration books of the Bond  
Registrar, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

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Note: Signature(s) must be guaranteed by a an eligible guarantor institution.

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Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

## APPENDIX B

### REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1

1. True Interest Cost of the Refunding Bonds (Estimated): \_\_\_\_\_%
2. Finance charge of the Refunding Bonds, being the sum of all fees and charges paid to third parties, in the amount of approximately \$\_\_\_\_\_. Such amount consists of the costs of issuing the Refunding Bonds in the amount of approximately \$\_\_ together with estimated underwriter's compensation in the amount of approximately \$\_\_\_\_. Such finance charges do not include the cost of municipal bond insurance, since no decision has been made to obtain municipal bond insurance as of the date of adoption of this Resolution; if obtained, the cost of municipal bond insurance would be approximately \$\_\_\_\_\_and would be purchased only if it resulted in a reduction in the overall interest cost of the Refunding Bonds.
3. Proceeds of the Refunding Bonds expected to be received by the District, net of proceeds for Costs of Issuance in (2) above to paid, for deposit to the Escrow Fund (Estimated): \$\_\_\_\_\_.
4. Total Payment Amount for the Refunding Bonds, being the sum of all debt service to be paid on the Refunding Bonds to final maturity (Estimated): \$\_\_\_\_\_(Repayment Ratio :1).

*\*All amounts and percentages are estimates, and are made in good faith by the District based on information available as of the date of adoption of this Resolution. Estimates assume a principal amount of bonds of \$\_\_\_\_\_and include certain assumptions regarding rates available in the bond market at the time of pricing the Bonds.*

## ESCROW AGREEMENT

Relating to the advance refunding of  
certain maturities of

<p><b>\$29,000,255.40</b> <b>original principal amount of</b> <b>Clovis Unified School District</b> <b>(Fresno County, California)</b> <b>General Obligation Bonds</b> <b>Election of 2001, Series B</b></p>	<p><b>\$79,996,801.20</b> <b>original principal amount of</b> <b>Clovis Unified School District</b> <b>(Fresno County, California)</b> <b>General Obligation Bonds</b> <b>Election of 2012, Series A</b></p>
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This ESCROW AGREEMENT (this "Agreement"), dated \_\_\_\_\_, 2021, is between the CLOVIS UNIFIED SCHOOL DISTRICT, a unified school district organized and existing under the Constitution and laws of the State of California (the "District"), and MUFU UNION BANK, N.A., a national banking association organized and existing under the laws of the United States of America, acting as escrow agent and paying agent for the Prior Bonds described below (the "Escrow Agent" and the "Prior Paying Agent").

### BACKGROUND:

1. The District has caused the issuance of the above-captioned bonds (the "2001B Bonds" and the "2012A Bonds", and together, the "Prior Bonds").
2. The Prior Bonds were issued pursuant to resolutions adopted by the District's Board of Trustees on April 4, 2001 and September 5, 2001 with respect to the 2001B Bonds, and on August 8, 2012 with respect to the 2012A Bonds (the "Prior Bond Resolutions").
3. In order to provide for the advance refinancing of a portion of the Prior Bonds and achieve savings in interest costs, the Board of Trustees of the District has caused the issuance of its "Clovis Unified School District (Fresno County, California) 2021 Refunding General Obligation Bonds (Federally Taxable)" in the aggregate principal amount of \$\_\_\_\_\_ (the "2021 Bonds"), under a resolution adopted by the Board of Trustees of the District on February 3, 2021 (the "2021 Bond Resolution").
4. The District wishes to appoint the Escrow Agent in order to establish an irrevocable escrow fund to be funded with the proceeds of the 2021 Bonds for the purpose of providing for the payment and redemption of the refunded portions of the Prior Bonds as more particularly identified on Exhibit A hereto (the "Refunded Bonds") through and including their respective redemption dates.

### AGREEMENT:

In consideration of the premises and the material covenants contained herein, the District, the Prior Paying Agent and the Escrow Agent hereby agree as follows:

SECTION 1. *Definition of Federal Securities.* As used herein, the term "Federal Securities" means any non-callable United States Treasury notes, bonds, bills or

certificates of indebtedness, or obligations issued by any agency or department of the United States which are secured, directly or indirectly, by the full faith and credit of the United States.

SECTION 2. *Appointment of Escrow Agent; Establishment of Escrow Fund.* The District hereby appoints the Escrow Agent to act as escrow agent for purposes of administering the funds required to pay and redeem the Refunded Bonds as provided herein.

The Escrow Agent is hereby directed to establish an escrow fund (the "Escrow Fund") to be held by the Escrow Agent as an irrevocable escrow securing the payment and redemption of the Refunded Bonds in accordance with the provisions of the Prior Bond Resolutions. If at any time the Escrow Agent receives actual knowledge that the cash and investments in the Escrow Fund will not be sufficient to make any payment required by Section 3 in respect of the Refunded Bonds, the Escrow Agent shall notify the District of such fact and the District shall immediately cure such deficiency from any source of legally available funds. The Escrow Agent has no liability for any such insufficiency.

SECTION 3. *Deposit of Amounts in Escrow Fund.* On \_\_\_\_\_, 2021 (the "Closing Date"), the District shall cause to be transferred to the Escrow Agent for deposit into the Escrow Fund the amount of \$\_\_\_\_\_ in immediately available funds, to be derived from the proceeds of the 2021 Bonds.

SECTION 4. *Investment of Amounts in Escrow Fund.* On the Closing Date, the Escrow Agent shall invest \$\_\_\_\_\_ of the funds deposited with it pursuant to Section 3 in the Escrow Fund in the Federal Securities identified in Exhibit B hereto, and hold the remaining \$0.34 in cash, uninvested which shall be sufficient to make the payments required by Section 5 hereof as certified by Causey Demgen & Moore P.C., Denver, Colorado, as verification agent. The Escrow Agent shall have no lien upon or right of set off against the cash at any time on deposit in the Escrow Fund.

If the Escrow Agent learns that the Department of the Treasury or the Bureau of the Fiscal Service will not, for any reason, accept a subscription of state and local government series securities ("SLGS") that is to be submitted pursuant to this Agreement, the Escrow Agent shall promptly request alternative written investment instructions from the District with respect to funds which were to be invested in SLGS. The Escrow Agent shall follow such instructions and, upon the maturity of any such alternative investment, the Escrow Agent shall hold such funds uninvested and without liability for interest until receipt of further written instructions from the District. In the absence of investment instructions from the District, the Escrow Agent shall hold such funds uninvested. The Escrow Agent may conclusively rely upon the District's selection of an alternative investment as a determination of the alternative investment's legality and suitability and shall not be liable for any losses, fees, taxes or other charges related to the alternative investments or for compliance with any yield restriction applicable thereto.

SECTION 5. *Application of Funds.* All Federal Securities and cash on deposit in the Escrow Fund shall be and are hereby irrevocably pledged as a special fund for the payment of the principal of and interest on the Refunded Bonds at the times and in the

amounts set forth in the schedule set forth on Exhibit C. The Escrow Agent shall transfer such amounts to the Prior Paying Agent as indicated in such schedule.

Following payment in full of the principal of and interest on the Refunded Bonds and any amounts then owed to the Escrow Agent, all amounts on deposit in the Escrow Fund shall be transferred by the Escrow Agent upon the written direction of the District to the Fresno County Treasurer-Tax Collector to be deposited in the Debt Service Fund established pursuant to the Bond Resolutions and applied to pay interest next coming due and payable on the 2021 Bonds.

SECTION 6. *Defeasance Notice; Notice of Redemption.* The District hereby instructs the Prior Paying Agent to provide a Notice of Defeasance of the Refunded Bonds with the Municipal Securities Rulemaking Board Electronic Municipal Market Access (“EMMA”) and to holders of the Refunded Bonds within ten business days of the Closing Date. The sole remedy for the Prior Paying Agent’s failure to file such notice with EMMA shall be an action in mandamus by the holders of the Refunded Bonds for specific performance or similar remedy to compel performance. The form of such Defeasance Notice is set forth as Exhibit D hereto. In addition, the Prior Paying Agent shall provide notice of redemption to the Refunded Bond Owners in the form of Exhibit E attached hereto and in accordance with Prior Bond Resolutions, not less than thirty or more than sixty days prior to the redemption date.

SECTION 7. *Compensation to Escrow Agent.* The District shall pay the Escrow Agent full compensation for its services under this Agreement, including out-of-pocket costs such as publication costs, legal fees and other costs and expenses relating hereto and, in addition, all fees, costs and expenses relating to the purchase, substitution or withdrawal of any securities after the date hereof. Under no circumstances shall amounts deposited in or credited to the Escrow Fund be deemed to be available for said purposes. The Escrow Agent has no lien upon or right of set off against the cash at any time on deposit in the Escrow Fund.

The District shall indemnify, defend and hold harmless the Escrow Agent and its officers, directors, employees, representatives and agents, from and against and reimburse the Escrow Agent for any and all claims, obligations, liabilities, losses, damages, actions, suits, judgments, reasonable costs and expenses (including reasonable attorneys’ and agents’ fees and expenses) of whatever kind or nature regardless of their merit, demanded, asserted or claimed against the Escrow Agent directly or indirectly relating to, or arising from, claims against the Escrow Agent by reason of its participation in the transactions contemplated hereby, except to the extent caused by the Escrow Agent’s gross negligence or willful misconduct. The provisions of this Section 7 shall survive the termination of this Agreement or the earlier resignation or removal of the Escrow Agent.

SECTION 8. *Immunities and Liability of Escrow Agent.* The Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement and no implied duties, covenants or obligations shall be read into this Agreement against the Escrow Agent. The Escrow Agent shall not have any liability hereunder except to the extent of its gross negligence or willful misconduct. In no event shall the Escrow Agent be liable for any special, punitive, indirect or consequential damages. The Escrow Agent shall not be liable for any losses, fees, taxes or other charges from any investment, reinvestment or liquidation made by it in accordance with the terms of this Agreement.



The Escrow Agent shall not be liable for the recitals or representations contained in this Agreement and shall not be responsible for the validity of this Agreement, the sufficiency of the Escrow Fund or the moneys and securities to pay the principal and interest with respect to the Refunded Bonds.

Whenever in the administration of this Agreement the Escrow Agent deems it necessary or desirable that a matter be proved or established prior to taking or not taking any action, such matter may be deemed to be conclusively proved and established by a certificate of an authorized representative of the District and shall be full protection for any action taken or not taken by the Escrow Agent in good faith reliance thereon.

The Escrow Agent may conclusively rely as to the truth and accuracy of the statements and correctness of any opinions or calculations provided to it in connection with this Agreement and shall be protected in acting, or refraining from acting, upon any notice, instruction, request, certificate, document, opinion or other writing furnished to the Escrow Agent in connection with this Agreement and believed by the Escrow Agent to be signed by the proper party, and it need not investigate any fact or matter stated therein. The Escrow Agent may consult with counsel of its selection and the advice or any opinion of counsel shall be full and complete authorization and protection in respect of any action taken or omitted by it hereunder in good faith and in accordance with such advice or opinion of counsel.

None of the provisions of this Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder. The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed. The Escrow Agent shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Escrow Agent and could not have been avoided by exercising due care. Force majeure shall include acts of God, terrorism, war, riots, pandemics, epidemics, recognized public emergencies, quarantine restrictions, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

The Escrow Agent may at any time resign by giving 30 days written notice of resignation to the District. Upon receiving such notice of resignation, the District shall promptly appoint a successor and, upon the acceptance by the successor of such appointment, release the resigning Escrow Agent from its obligations hereunder by written instrument, a copy of which instrument shall be delivered to each of the District, the resigning Escrow Agent and the successor. If no successor shall have been so appointed and have accepted appointment within 30 days after the giving of such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor.

Any bank, corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any bank, corporation or association resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any bank, corporation or association succeeding to all or

substantially all of the corporate trust business of the Escrow Agent shall be the successor of the Escrow Agent hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto except on the part of any of the parties hereto where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

The Escrow Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Agent, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder); provided, however, that the District shall provide to the Escrow Agent an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the District whenever a person is to be added or deleted from the listing. If the District elects to give the Escrow Agent Instructions using Electronic Means and the Escrow Agent in its reasonable judgment elects to act upon such Instructions, the Escrow Agent's understanding of such Instructions shall be deemed controlling. The District understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The District shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Agent and that the District and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the District. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The District agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the District; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Agent in writing immediately upon learning of any compromise or unauthorized use of the security procedures.

The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive brokerage confirmations of security transactions as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Agent will furnish the District periodic transaction statements which include detail for all investment transactions made by the Escrow Agent hereunder, and upon the District's election, such statements shall be delivered via the Escrow Agent's online service and

upon electing such service, paper statements will be provided only upon request; provided that the Escrow Agent is not obligated to provide an accounting for any fund or account that (a) has a balance of \$0.00 and (b) has not had any activity since the last reporting date.

SECTION 9. *Termination of Agreement.* Upon payment in full of the Refunded Bonds, and upon payment of all fees, expenses and charges of the Escrow Agent as described above, this Agreement shall terminate and the Escrow Agent shall be discharged from any further obligation or responsibility hereunder.

SECTION 10. *Execution in Counterparts.* This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement and signature pages for all purposes.

SECTION 11. *Notices.*

If to the Escrow Agent or Prior Paying Agent:

MUFG Union Bank, N.A.  
445 South Figueroa Street, Suite 401  
Los Angeles, CA 90071  
Attn: Corporate Trust Department  
Facsimile: (213) 972-5694  
Email: LACT@unionbank.com

If to the District:

Clovis Unified School District  
1450 Herndon Avenue  
Clovis, California 93611  
Attn: Associate Superintendent, Business

SECTION 9. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**CLOVIS UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
Associate Superintendent, Business Services

**MUFG UNION BANK, N.A.**  
*as Escrow Agent and Prior Paying Agent*

By: \_\_\_\_\_  
Authorized Officer

## EXHIBIT A

### IDENTIFICATION OF REFUNDED BONDS

#### Election of 2001, Series B

<b>Maturities Payable from Escrow</b>	<b>CUSIP†</b>	<b>Principal Amount</b>	<b>Redemption Date</b>	<b>Redemption Price</b>
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Total:

† CUSIP Copyright American Bankers Association. CUSIP data herein is provided by Standard & Poor's CUSIP Service Bureau, a division of McGraw Hill Companies, Inc.

#### Election of 2012, Series A

<b>Maturities Payable from Escrow</b>	<b>CUSIP†</b>	<b>Principal Amount</b>	<b>Redemption Date</b>	<b>Redemption Price</b>
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Total:

† CUSIP Copyright American Bankers Association. CUSIP data herein is provided by Standard & Poor's CUSIP Service Bureau, a division of McGraw Hill Companies, Inc.

**EXHIBIT B**

**IDENTIFICATION OF ORIGINAL FEDERAL SECURITIES**

<b>Type</b>	<b>Maturity Date</b>	<b>Par</b>	<b>Rate</b>	<b>Price</b>	<b>Total Cost*</b>
<b>TOTALS</b>					

**EXHIBIT C**  
**REFUNDED BONDS PAYMENT SCHEDULE**

<b>Payment Date</b>	<b>Interest</b>	<b>Principal Redeemed</b>	<b>Redemption Premium</b>	<b>Total Payment</b>
<hr/>				
<b>TOTALS</b>				

**EXHIBIT D**

**FORM OF DEFEASANCE NOTICE**

**NOTICE OF PARTIAL ADVANCE DEFEASANCE**

**Relating to the advance refunding of  
certain maturities of**

<p><b>\$29,000,255.40</b> <b>original principal amount of</b> <b>Clovis Unified School District</b> <b>(Fresno County, California)</b> <b>General Obligation Bonds</b> <b>Election of 2001, Series B</b></p>	<p><b>\$79,996,801.20</b> <b>original principal amount of</b> <b>Clovis Unified School District</b> <b>(Fresno County, California)</b> <b>General Obligation Bonds</b> <b>Election of 2012, Series A</b></p>
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NOTICE IS HEREBY GIVEN by the Clovis Unified School District of Fresno County, California (the "District") that, on \_\_\_\_\_, 2021, an irrevocable escrow fund has been established with MUFG Union Bank, N.A., Los Angeles, California, as escrow agent (the "Escrow Agent"), securing the payment a portion of certain maturities of the above-captioned bonds (the "Series A Bonds") as more particularly identified in the following table (those portions to be refunded, being the "Refunded Bonds"):

<b>Maturities Payable from Escrow</b>	<b>CUSIP†</b>	<b>Principal Amount</b>	<b>Redemption Date</b>	<b>Redemption Price</b>
			08/01/2022	100.00%
			08/01/2022	100.00
			08/01/2022	100.00
<hr/>				
Total:				

*† CUSIP Copyright American Bankers Association. CUSIP data herein is provided by Standard & Poor's CUSIP Service Bureau, a division of McGraw Hill Companies, Inc.*

The deposit for purposes of defeasing the Refunded Bonds has been made pursuant to an Escrow Agreement, dated \_\_\_\_\_, 2021 (the "Escrow Agreement"), by and between the District and the Escrow Agent. Under the Escrow Agreement, moneys have been deposited with the Escrow Agent which have been verified to be sufficient to pay principal of and interest and redemption price of the Refunded Bonds through and including August 1, 2022, including accrued interest. Such moneys have been irrevocably pledged to the payment of principal, interest and premium on the Refunded Bonds, and will be invested in federal securities which have been verified to be sufficient in time and amount to pay debt service and redemption price of the Refunded Bonds in accordance with the above table.

THIS IS NOT A NOTICE OF REDEMPTION. THIS NOTICE IS FOR INFORMATION PURPOSES ONLY, AND DOES NOT REQUIRE OR SOLICIT THE PRESENT SURRENDER OR EXCHANGE OF THE DESCRIBED BONDS.

Dated: \_\_\_\_\_, 2021

MUFG Union Bank, N.A.,



as Paying Agent

## EXHIBIT E

### FORM OF REDEMPTION NOTICE

*[Notice of redemption is required to be mailed, postage prepaid, by the Prior Paying Agent, to the respective owners of any Prior Bonds designated for redemption, at their address appearing on the registration books of the Prior Paying Agent, not less than 30 days nor more than 45 days prior to the redemption date.]*

### **NOTICE OF FULL OPTIONAL REDEMPTION**

Relating to:

**\$79,996,801.20**  
**original principal amount of**  
**Clovis Unified School District**  
**(Fresno County, California)**  
**General Obligation Bonds, Series A**

NOTICE IS HEREBY GIVEN by MUFG Union Bank, N.A., Los Angeles, California, as paying agent (the "Paying Agent") for the above-captioned bonds (the "Series A Bonds"), which have a dated date of August 30, 2012, that the following maturities of the Series A Bonds are hereby called for redemption on August 1, 2021 (the "Redeemed Bonds"):

<b>Maturities Payable from Escrow</b>	<b>CUSIP†</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Redemption Date</b>	<b>Redemption Price</b>
Total:				--	--

† CUSIP Copyright American Bankers Association. CUSIP data herein is provided by Standard & Poor's CUSIP Service Bureau, a division of McGraw Hill Companies, Inc.

Neither the Clovis Unified School District, nor the Paying Agent shall be held responsible for the selection or use of the CUSIP† number, nor any representation made as to its correctness as shown in this notice. It is included solely for convenience to the owners of the Redeemed Bonds.

Owners of the Redeemed Bonds are notified that on August 1, 2022, there will become due and payable upon each Redeemed Bond, the principal amount of such Redeemed Bond, together with interest accrued to the date of redemption, and from and after such date interest with respect thereto will cease to accrue.

Payment of the Redeemed Bonds will be made upon presentation and surrender of such Bonds at the offices of the Paying Agent therefore, located as shown below:

<b>By Mail:</b> Bond Redemptions MUFG Union Bank, N.A. Global Corporate Trust Services 445 South Figueroa Street, Ste. 401 Los Angeles, CA 90071	<b>By Hand or Overnight Mail:</b> Bond Redemptions MUFG Union Bank, N.A. Global Corporate Trust Services 445 South Figueroa Street, Ste. 401 Los Angeles, CA 90071
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Neither failure to receive this notice nor any defect in this notice will affect the sufficiency of the proceedings for the redemption.

**IMPORTANT NOTICE:** Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed Form W-9 or exemption certificate or equivalent when presenting your securities.

Dated: \_\_\_\_\_, 2022

MUFG Union Bank, N.A.,  
as Paying Agent

**Title:** Resolution No. 3793 Certifying to the Board of Supervisors of Fresno County All Proceedings in the November 3, 2020, General Obligation Bond Election and Establishing Citizens' Oversight Committee for Measure A of 2020

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**CONTACT PERSON:** Michael Johnston

**FOR INFORMATION:** January 13, 2021

**FOR ACTION:** February 3, 2021

**RECOMMENDATION:**

Adopt Resolution No. 3793 certifying successful bond election and providing for citizens' oversight.

**DISCUSSION:**

On November 3, 2020, the Clovis Unified School District presented to District voters Measure A, which asked the electors of the District whether bonds in the principal amount of \$335,000,00 should be issued to finance school facilities. The District has received confirmation from the Fresno County Registrar of Voters office that Measure A was successful during the November 3, 2020, election, receiving more than the legally required 55% "yes" votes. This Resolution is an act, required by law, to formally enter the successful results in District Board minutes. State law and the District's successful bond measures (Measure A of 2012 and Measure A of 2020) both require citizen oversight of bond money expenditures for transparency in bond fund spending. State law requires that a Committee be established and exist during the bond fund spending period that is governed by Bylaws for its administration. The seven-member Committee is composed of volunteer citizens. The District already has a Committee which was established and exists for Measure A (2012). This Resolution also formally establishes the same Committee to serve for Measure A (2020) bond spending, pursuant to existing Bylaws.

**FISCAL IMPACT/FUNDING SOURCE:**

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Resolution No. 3793	1/7/2021	Backup Material

**REVISIONS:**

**RESOLUTION NO. 3793  
BEFORE THE GOVERNING BOARD OF THE  
CLOVIS UNIFIED SCHOOL DISTRICT  
FRESNO COUNTY, CALIFORNIA**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
CLOVIS UNIFIED SCHOOL DISTRICT CERTIFYING TO THE BOARD OF  
SUPERVISORS OF FRESNO COUNTY ALL PROCEEDINGS IN THE NOVEMBER 3,  
2020 GENERAL OBLIGATION BOND ELECTION AND ESTABLISHING CITIZENS'  
OVERSIGHT COMMITTEE FOR MEASURE A OF 2020**

**WHEREAS**, on August 4, 2020, the Board of Trustees of the Clovis Unified School District (the "District") of Fresno County (the "County"), State of California, adopted its Resolution (the "Resolution") ordering an election for general obligation bonds (the "Bond Election") to be held on November 3, 2020; and

**WHEREAS**, the Resolution was duly delivered to the Registrar of Voters for the County; and

**WHEREAS**, the Resolution was duly delivered to the Clerk of the Board of Supervisors of the County; and

**WHEREAS**, notice of the Bond Election was duly given; and

**WHEREAS**, on November 3, 2020, the Bond Election was duly held and conducted for the purpose of voting on the proposition of issuing bonds of the District in the amount of \$335 million, known as Measure A (the "Measure A" or the "Bond Measure"); and

**WHEREAS**, the Board of Trustees of the District has received the Canvass and Statement of results of the election from the County ("Certificate of Election Results"); and

**WHEREAS**, it appears from the Certificate of Election Results that more than 55% of the votes cast on the proposition were in favor of issuing the aforementioned bonds and the Board of Trustees desires to formally enter the successful results in the District's minutes; and

**WHEREAS**, Measure A requires transparency in spending in the form of citizens' oversight, and the Board of Trustees desires to include oversight of Measure A bond proceed spending in the responsibilities of the oversight committee which exists with respect to the District's Measure A of 2012.

**NOW, THEREFORE, THE BOARD OF TRUSTEES THE CLOVIS UNIFIED SCHOOL DISTRICT DOES HEREBY FIND, DETERMINE AND CERTIFY AS FOLLOWS:**

**Section 1. Entry Upon Minutes.** That entry be made upon the minutes of this meeting that Measure A has been approved by more than 55% of the votes cast at the Bond Election.

**Section 2. Certification to County Board.** That it is hereby certified to the Board of Supervisors of Fresno County that all proceedings of the District in connection with the November 3, 2020, Bond Election have been accomplished according to law.

**Section 3. Delivery of This Resolution.** That the Clerk of the Board is hereby requested to deliver a copy of this Resolution to the County Superintendent of Schools with a request that, pursuant to Education Code Section 15274, the County Superintendent deliver a copy of this Resolution and Certificate of Election Results attached hereto as Exhibit A to the Clerk of the Board Supervisors of the County.

**Section 4. Establishment of Committee for Measure A of 2020.** The Board of Trustees directs that the Committee that has been established for spending oversight of Measure A of 2012 serve as the Measure A of 2020 Committee and as such, the Bylaws adopted for Measure A of 2012 shall be deemed to also govern the administration and proceedings for the Committee for Measure A of 2020.

**Section 5. Effective Date.** This resolution shall take effect on and after its adoption.

**THE FOREGOING RESOLUTION** was adopted by the Governing Board of the Clovis Unified School District of Fresno County, State of California, at a meeting of said Board held on the 3rd day of February, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Steven G. Fogg, M.D., President  
Governing Board  
Clovis Unified School District  
Fresno County, California

I, the undersigned, the Clerk of the Governing Board of the Clovis Unified School District, County of Fresno, State of California, do hereby certify that the foregoing is a true copy of the resolution adopted by said Board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said Board.

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Tiffany Stoker Madsen, Clerk  
Governing Board  
Clovis Unified School District  
Fresno County, California

**EXHIBIT A**  
**COUNTY CERTIFICATION OF ELECTION RESULTS**





**COUNTY OF FRESNO**  
**CONSOLIDATED GENERAL ELECTION**  
**NOVEMBER 3, 2020**  
**STATEMENT OF VOTE - CLOVIS UNIFIED SCHOOL DISTRICT**

Precinct	Registered Voters	Voters Cast	% Turnout
<b>Countywide</b>			
<b>Electionwide</b>			
0000044			
Vote Center	0	2	N/A
Vote by Mail	0	0	N/A
Total	0	2	N/A
0000078			
Vote Center	2,186	221	10.11%
Vote by Mail	2,186	1,594	72.92%
Total	2,186	1,815	83.03%
0000079			
Vote Center	1,866	207	11.09%
Vote by Mail	1,866	1,151	61.68%
Total	1,866	1,358	72.78%
0000080			
Vote Center	3,471	407	11.73%
Vote by Mail	3,471	2,165	62.37%
Total	3,471	2,572	74.10%
0000081			
Vote Center	4,991	511	10.24%
Vote by Mail	4,991	3,686	73.85%
Total	4,991	4,197	84.09%
0000082			
Vote Center	1,525	142	9.31%
Vote by Mail	1,525	999	65.51%
Total	1,525	1,141	74.82%
0000083			
Vote Center	2,003	295	14.73%
Vote by Mail	2,003	1,102	55.02%
Total	2,003	1,397	69.75%

Precinct	Registered Voters	Voters Cast	% Turnout
0000084			
Vote Center	5,499	584	10.62%
Vote by Mail	5,499	4,057	73.78%
Total	5,499	4,641	84.40%
0000111			
Vote Center	295	15	5.08%
Vote by Mail	295	248	84.07%
Total	295	263	89.15%
0000112			
Vote Center	6,058	588	9.71%
Vote by Mail	6,058	4,811	79.42%
Total	6,058	5,399	89.12%
0000113			
Vote Center	5,124	517	10.09%
Vote by Mail	5,124	3,847	75.08%
Total	5,124	4,364	85.17%
0000114			
Vote Center	5,385	641	11.90%
Vote by Mail	5,385	3,977	73.85%
Total	5,385	4,618	85.76%
0000115			
Vote Center	4,289	487	11.35%
Vote by Mail	4,289	3,121	72.77%
Total	4,289	3,608	84.12%
0000116			
Vote Center	5,073	495	9.76%
Vote by Mail	5,073	3,924	77.35%
Total	5,073	4,419	87.11%
0000117			
Vote Center	4,889	493	10.08%
Vote by Mail	4,889	3,682	75.31%
Total	4,889	4,175	85.40%
0000118			
Vote Center	5,406	510	9.43%
Vote by Mail	5,406	3,917	72.46%
Total	5,406	4,427	81.89%

Precinct	Registered Voters	Voters Cast	% Turnout
0000119			
Vote Center	4,258	489	11.48%
Vote by Mail	4,258	3,273	76.87%
Total	4,258	3,762	88.35%
0000120			
Vote Center	4,738	516	10.89%
Vote by Mail	4,738	3,482	73.49%
Total	4,738	3,998	84.38%
0000121			
Vote Center	97	3	3.09%
Vote by Mail	97	83	85.57%
Total	97	86	88.66%
0000122			
Vote Center	3,142	266	8.47%
Vote by Mail	3,142	2,467	78.52%
Total	3,142	2,733	86.98%
0000123			
Vote Center	1,767	227	12.85%
Vote by Mail	1,767	871	49.29%
Total	1,767	1,098	62.14%
0000124			
Vote Center	3	0	0.00%
Vote by Mail	3	4	133.33%
Total	3	4	133.33%
0000139			
Vote Center	155	20	12.90%
Vote by Mail	155	120	77.42%
Total	155	140	90.32%
0000140			
Vote Center	2,240	258	11.52%
Vote by Mail	2,240	1,647	73.53%
Total	2,240	1,905	85.04%
0000141			
Vote Center	3,963	464	11.71%
Vote by Mail	3,963	3,017	76.13%
Total	3,963	3,481	87.84%

Precinct	Registered Voters	Voters Cast	% Turnout
0000147			
Vote Center	2,983	267	8.95%
Vote by Mail	2,983	1,854	62.15%
Total	2,983	2,121	71.10%
0000189			
Vote Center	4,162	345	8.29%
Vote by Mail	4,162	3,386	81.36%
Total	4,162	3,731	89.64%
0000190			
Vote Center	3,643	404	11.09%
Vote by Mail	3,643	2,824	77.52%
Total	3,643	3,228	88.61%
0000191			
Vote Center	5,563	609	10.95%
Vote by Mail	5,563	4,257	76.52%
Total	5,563	4,866	87.47%
0000192			
Vote Center	4,813	572	11.88%
Vote by Mail	4,813	3,533	73.41%
Total	4,813	4,105	85.29%
0000193			
Vote Center	4,217	494	11.71%
Vote by Mail	4,217	2,754	65.31%
Total	4,217	3,248	77.02%
0000194			
Vote Center	4,564	485	10.63%
Vote by Mail	4,564	3,025	66.28%
Total	4,564	3,510	76.91%
0000195			
Vote Center	4,327	441	10.19%
Vote by Mail	4,327	3,189	73.70%
Total	4,327	3,630	83.89%
0000196			
Vote Center	4,090	477	11.66%
Vote by Mail	4,090	2,678	65.48%
Total	4,090	3,155	77.14%

Precinct	Registered Voters	Voters Cast	% Turnout
0000197			
Vote Center	4,785	457	9.55%
Vote by Mail	4,785	3,663	76.55%
Total	4,785	4,120	86.10%
0000198			
Vote Center	5,101	482	9.45%
Vote by Mail	5,101	3,946	77.36%
Total	5,101	4,428	86.81%
0000199			
Vote Center	6,658	793	11.91%
Vote by Mail	6,658	4,982	74.83%
Total	6,658	5,775	86.74%
0000200			
Vote Center	17	1	5.88%
Vote by Mail	17	9	52.94%
Total	17	10	58.82%
0000201			
Vote Center	764	62	8.12%
Vote by Mail	764	491	64.27%
Total	764	553	72.38%
0000202			
Vote Center	516	65	12.60%
Vote by Mail	516	379	73.45%
Total	516	444	86.05%
0000203			
Vote Center	3,678	393	10.69%
Vote by Mail	3,678	2,799	76.10%
Total	3,678	3,192	86.79%
0000209			
Vote Center	2,174	255	11.73%
Vote by Mail	2,174	1,625	74.75%
Total	2,174	1,880	86.48%
0000210			
Vote Center	0	0	N/A
Vote by Mail	0	0	N/A
Total	0	0	N/A

Precinct	Registered Voters	Voters Cast	% Turnout
0000211			
Vote Center	1,221	123	10.07%
Vote by Mail	1,221	992	81.24%
Total	1,221	1,115	91.32%
0000212			
Vote Center	25	3	12.00%
Vote by Mail	25	22	88.00%
Total	25	25	100.00%
Electionwide - Total	141,724	118,739	83.78%
Countywide - Total	141,724	118,739	83.78%
Vote Center	141,724	15,086	10.64%
Vote by Mail	141,724	103,653	73.14%

### Clovis Unified No 2 (Vote for 1)

Precinct		Times Cast	Registered Voters
<b>Countywide</b>			
<b>Electionwide</b>			
0000044			
Vote Center		2	0
Vote by Mail		0	0
Total		2	0
0000078			
Vote Center		221	2,186
Vote by Mail		1,594	2,186
Total		1,815	2,186
0000079			
Vote Center		207	1,866
Vote by Mail		1,151	1,866
Total		1,358	1,866
0000080			
Vote Center		407	3,471
Vote by Mail		2,165	3,471
Total		2,572	3,471
0000081			
Vote Center		511	4,991
Vote by Mail		3,686	4,991
Total		4,197	4,991
0000082			
Vote Center		142	1,525
Vote by Mail		999	1,525
Total		1,141	1,525
0000083			
Vote Center		295	2,003
Vote by Mail		1,102	2,003
Total		1,397	2,003

Precinct		JACOB TRUMBLE		DAVID DEFRANK	
<b>Countywide</b>					
<b>Electionwide</b>					
0000044					
Vote Center		0	0.00%	1	100.00%
Vote by Mail		0		0	
Total		0	0.00%	1	100.00%
0000078					
Vote Center		34	23.29%	112	76.71%
Vote by Mail		250	20.99%	941	79.01%
Total		284	21.24%	1,053	78.76%
0000079					
Vote Center		35	23.81%	112	76.19%
Vote by Mail		230	26.62%	634	73.38%
Total		265	26.21%	746	73.79%
0000080					
Vote Center		74	22.29%	258	77.71%
Vote by Mail		421	24.02%	1,332	75.98%
Total		495	23.74%	1,590	76.26%
0000081					
Vote Center		97	24.01%	307	75.99%
Vote by Mail		636	22.26%	2,221	77.74%
Total		733	22.48%	2,528	77.52%
0000082					
Vote Center		24	20.69%	92	79.31%
Vote by Mail		178	22.47%	614	77.53%
Total		202	22.25%	706	77.75%
0000083					
Vote Center		64	28.44%	161	71.56%
Vote by Mail		233	26.30%	653	73.70%
Total		297	26.73%	814	73.27%



Precinct	Write-in		Total Votes
<b>Countywide</b>			
<b>Electionwide</b>			
0000044			
Vote Center	0	0.00%	1
Vote by Mail	0		0
Total	0	0.00%	1
0000078			
Vote Center	0	0.00%	146
Vote by Mail	0	0.00%	1,191
Total	0	0.00%	1,337
0000079			
Vote Center	0	0.00%	147
Vote by Mail	0	0.00%	864
Total	0	0.00%	1,011
0000080			
Vote Center	0	0.00%	332
Vote by Mail	0	0.00%	1,753
Total	0	0.00%	2,085
0000081			
Vote Center	0	0.00%	404
Vote by Mail	0	0.00%	2,857
Total	0	0.00%	3,261
0000082			
Vote Center	0	0.00%	116
Vote by Mail	0	0.00%	792
Total	0	0.00%	908
0000083			
Vote Center	0	0.00%	225
Vote by Mail	0	0.00%	886
Total	0	0.00%	1,111

Precinct	Times Cast	Registered Voters
0000084		
Vote Center	584	5,499
Vote by Mail	4,057	5,499
Total	4,641	5,499
0000111		
Vote Center	15	295
Vote by Mail	248	295
Total	263	295
0000112		
Vote Center	588	6,058
Vote by Mail	4,811	6,058
Total	5,399	6,058
0000113		
Vote Center	517	5,124
Vote by Mail	3,847	5,124
Total	4,364	5,124
0000114		
Vote Center	641	5,385
Vote by Mail	3,977	5,385
Total	4,618	5,385
0000115		
Vote Center	487	4,289
Vote by Mail	3,121	4,289
Total	3,608	4,289
0000116		
Vote Center	495	5,073
Vote by Mail	3,924	5,073
Total	4,419	5,073
0000117		
Vote Center	493	4,889
Vote by Mail	3,682	4,889
Total	4,175	4,889

Precinct	JACOB TRUMBLE		DAVID DEFRANK	
0000084				
Vote Center	111	24.94%	334	75.06%
Vote by Mail	697	21.90%	2,485	78.10%
Total	808	22.28%	2,819	77.72%
0000111				
Vote Center	3	23.08%	10	76.92%
Vote by Mail	27	14.59%	158	85.41%
Total	30	15.15%	168	84.85%
0000112				
Vote Center	82	19.07%	348	80.93%
Vote by Mail	619	17.65%	2,889	82.35%
Total	701	17.80%	3,237	82.20%
0000113				
Vote Center	82	21.93%	292	78.07%
Vote by Mail	589	20.77%	2,247	79.23%
Total	671	20.90%	2,539	79.10%
0000114				
Vote Center	91	19.91%	366	80.09%
Vote by Mail	586	20.01%	2,343	79.99%
Total	677	19.99%	2,709	80.01%
0000115				
Vote Center	60	17.60%	281	82.40%
Vote by Mail	500	21.27%	1,851	78.73%
Total	560	20.80%	2,132	79.20%
0000116				
Vote Center	66	19.08%	280	80.92%
Vote by Mail	535	18.51%	2,356	81.49%
Total	601	18.57%	2,636	81.43%
0000117				
Vote Center	66	18.18%	297	81.82%
Vote by Mail	614	21.76%	2,208	78.24%
Total	680	21.35%	2,505	78.65%

Precinct	Write-in		Total Votes
0000084			
Vote Center	0	0.00%	445
Vote by Mail	0	0.00%	3,182
Total	0	0.00%	3,627
0000111			
Vote Center	0	0.00%	13
Vote by Mail	0	0.00%	185
Total	0	0.00%	198
0000112			
Vote Center	0	0.00%	430
Vote by Mail	0	0.00%	3,508
Total	0	0.00%	3,938
0000113			
Vote Center	0	0.00%	374
Vote by Mail	0	0.00%	2,836
Total	0	0.00%	3,210
0000114			
Vote Center	0	0.00%	457
Vote by Mail	0	0.00%	2,929
Total	0	0.00%	3,386
0000115			
Vote Center	0	0.00%	341
Vote by Mail	0	0.00%	2,351
Total	0	0.00%	2,692
0000116			
Vote Center	0	0.00%	346
Vote by Mail	0	0.00%	2,891
Total	0	0.00%	3,237
0000117			
Vote Center	0	0.00%	363
Vote by Mail	0	0.00%	2,822
Total	0	0.00%	3,185

Precinct	Times Cast	Registered Voters
0000118		
Vote Center	510	5,406
Vote by Mail	3,917	5,406
Total	4,427	5,406
0000119		
Vote Center	489	4,258
Vote by Mail	3,273	4,258
Total	3,762	4,258
0000120		
Vote Center	516	4,738
Vote by Mail	3,482	4,738
Total	3,998	4,738
0000121		
Vote Center	3	97
Vote by Mail	83	97
Total	86	97
0000122		
Vote Center	266	3,142
Vote by Mail	2,467	3,142
Total	2,733	3,142
0000123		
Vote Center	227	1,767
Vote by Mail	871	1,767
Total	1,098	1,767
0000124		
Vote Center	0	3
Vote by Mail	4	3
Total	4	3
0000139		
Vote Center	20	155
Vote by Mail	120	155
Total	140	155

Precinct	JACOB TRUMBLE		DAVID DEFRANK	
0000118				
Vote Center	83	22.25%	290	77.75%
Vote by Mail	642	22.08%	2,266	77.92%
Total	725	22.10%	2,556	77.90%
0000119				
Vote Center	59	16.57%	297	83.43%
Vote by Mail	484	19.25%	2,030	80.75%
Total	543	18.92%	2,327	81.08%
0000120				
Vote Center	97	24.62%	297	75.38%
Vote by Mail	541	20.62%	2,083	79.38%
Total	638	21.14%	2,380	78.86%
0000121				
Vote Center	0	0.00%	3	100.00%
Vote by Mail	9	14.06%	55	85.94%
Total	9	13.43%	58	86.57%
0000122				
Vote Center	49	28.00%	126	72.00%
Vote by Mail	365	20.70%	1,398	79.30%
Total	414	21.36%	1,524	78.64%
0000123				
Vote Center	40	21.51%	146	78.49%
Vote by Mail	166	23.38%	544	76.62%
Total	206	22.99%	690	77.01%
0000124				
Vote Center	0		0	
Vote by Mail	1	50.00%	1	50.00%
Total	1	50.00%	1	50.00%
0000139				
Vote Center	3	25.00%	9	75.00%
Vote by Mail	15	15.63%	81	84.38%
Total	18	16.67%	90	83.33%

Precinct	Write-in		Total Votes
0000118			
Vote Center	0	0.00%	373
Vote by Mail	0	0.00%	2,908
Total	0	0.00%	3,281
0000119			
Vote Center	0	0.00%	356
Vote by Mail	0	0.00%	2,514
Total	0	0.00%	2,870
0000120			
Vote Center	0	0.00%	394
Vote by Mail	0	0.00%	2,624
Total	0	0.00%	3,018
0000121			
Vote Center	0	0.00%	3
Vote by Mail	0	0.00%	64
Total	0	0.00%	67
0000122			
Vote Center	0	0.00%	175
Vote by Mail	0	0.00%	1,763
Total	0	0.00%	1,938
0000123			
Vote Center	0	0.00%	186
Vote by Mail	0	0.00%	710
Total	0	0.00%	896
0000124			
Vote Center	0		0
Vote by Mail	0	0.00%	2
Total	0	0.00%	2
0000139			
Vote Center	0	0.00%	12
Vote by Mail	0	0.00%	96
Total	0	0.00%	108

Precinct	Times Cast	Registered Voters
0000140		
Vote Center	258	2,240
Vote by Mail	1,647	2,240
Total	1,905	2,240
0000141		
Vote Center	464	3,963
Vote by Mail	3,017	3,963
Total	3,481	3,963
0000147		
Vote Center	267	2,983
Vote by Mail	1,854	2,983
Total	2,121	2,983
0000189		
Vote Center	345	4,162
Vote by Mail	3,386	4,162
Total	3,731	4,162
0000190		
Vote Center	404	3,643
Vote by Mail	2,824	3,643
Total	3,228	3,643
0000191		
Vote Center	609	5,563
Vote by Mail	4,257	5,563
Total	4,866	5,563
0000192		
Vote Center	572	4,813
Vote by Mail	3,533	4,813
Total	4,105	4,813
0000193		
Vote Center	494	4,217
Vote by Mail	2,754	4,217
Total	3,248	4,217

Precinct	JACOB TRUMBLE		DAVID DEFRANK	
0000140				
Vote Center	39	20.31%	153	79.69%
Vote by Mail	250	20.75%	955	79.25%
Total	289	20.69%	1,108	79.31%
0000141				
Vote Center	78	22.87%	263	77.13%
Vote by Mail	417	18.96%	1,782	81.04%
Total	495	19.49%	2,045	80.51%
0000147				
Vote Center	56	26.54%	155	73.46%
Vote by Mail	378	24.50%	1,165	75.50%
Total	434	24.74%	1,320	75.26%
0000189				
Vote Center	68	24.91%	205	75.09%
Vote by Mail	519	19.92%	2,087	80.08%
Total	587	20.39%	2,292	79.61%
0000190				
Vote Center	55	17.46%	260	82.54%
Vote by Mail	436	19.55%	1,794	80.45%
Total	491	19.29%	2,054	80.71%
0000191				
Vote Center	103	21.78%	370	78.22%
Vote by Mail	669	20.17%	2,648	79.83%
Total	772	20.37%	3,018	79.63%
0000192				
Vote Center	91	21.02%	342	78.98%
Vote by Mail	580	21.32%	2,141	78.68%
Total	671	21.27%	2,483	78.73%
0000193				
Vote Center	100	25.97%	285	74.03%
Vote by Mail	465	21.28%	1,720	78.72%
Total	565	21.98%	2,005	78.02%

Precinct	Write-in		Total Votes
0000140			
Vote Center	0	0.00%	192
Vote by Mail	0	0.00%	1,205
Total	0	0.00%	1,397
0000141			
Vote Center	0	0.00%	341
Vote by Mail	0	0.00%	2,199
Total	0	0.00%	2,540
0000147			
Vote Center	0	0.00%	211
Vote by Mail	0	0.00%	1,543
Total	0	0.00%	1,754
0000189			
Vote Center	0	0.00%	273
Vote by Mail	0	0.00%	2,606
Total	0	0.00%	2,879
0000190			
Vote Center	0	0.00%	315
Vote by Mail	0	0.00%	2,230
Total	0	0.00%	2,545
0000191			
Vote Center	0	0.00%	473
Vote by Mail	0	0.00%	3,317
Total	0	0.00%	3,790
0000192			
Vote Center	0	0.00%	433
Vote by Mail	0	0.00%	2,721
Total	0	0.00%	3,154
0000193			
Vote Center	0	0.00%	385
Vote by Mail	0	0.00%	2,185
Total	0	0.00%	2,570

Precinct	Times Cast	Registered Voters
0000194		
Vote Center	485	4,564
Vote by Mail	3,025	4,564
Total	3,510	4,564
0000195		
Vote Center	441	4,327
Vote by Mail	3,189	4,327
Total	3,630	4,327
0000196		
Vote Center	477	4,090
Vote by Mail	2,678	4,090
Total	3,155	4,090
0000197		
Vote Center	457	4,785
Vote by Mail	3,663	4,785
Total	4,120	4,785
0000198		
Vote Center	482	5,101
Vote by Mail	3,946	5,101
Total	4,428	5,101
0000199		
Vote Center	793	6,658
Vote by Mail	4,982	6,658
Total	5,775	6,658
0000200		
Vote Center	1	17
Vote by Mail	9	17
Total	10	17
0000201		
Vote Center	62	764
Vote by Mail	491	764
Total	553	764

Precinct	JACOB TRUMBLE		DAVID DEFRANK	
0000194				
Vote Center	81	22.07%	286	77.93%
Vote by Mail	563	23.88%	1,795	76.12%
Total	644	23.63%	2,081	76.37%
0000195				
Vote Center	72	21.49%	263	78.51%
Vote by Mail	514	20.74%	1,964	79.26%
Total	586	20.83%	2,227	79.17%
0000196				
Vote Center	83	22.07%	293	77.93%
Vote by Mail	469	21.80%	1,682	78.20%
Total	552	21.84%	1,975	78.16%
0000197				
Vote Center	78	21.85%	279	78.15%
Vote by Mail	541	19.00%	2,306	81.00%
Total	619	19.32%	2,585	80.68%
0000198				
Vote Center	92	24.93%	277	75.07%
Vote by Mail	639	20.88%	2,421	79.12%
Total	731	21.32%	2,698	78.68%
0000199				
Vote Center	131	21.37%	482	78.63%
Vote by Mail	803	20.38%	3,137	79.62%
Total	934	20.51%	3,619	79.49%
0000200				
Vote Center	0		0	
Vote by Mail	2	33.33%	4	66.67%
Total	2	33.33%	4	66.67%
0000201				
Vote Center	14	30.43%	32	69.57%
Vote by Mail	92	23.59%	298	76.41%
Total	106	24.31%	330	75.69%



Precinct	Write-in		Total Votes
0000194			
Vote Center	0	0.00%	367
Vote by Mail	0	0.00%	2,358
Total	0	0.00%	2,725
0000195			
Vote Center	0	0.00%	335
Vote by Mail	0	0.00%	2,478
Total	0	0.00%	2,813
0000196			
Vote Center	0	0.00%	376
Vote by Mail	0	0.00%	2,151
Total	0	0.00%	2,527
0000197			
Vote Center	0	0.00%	357
Vote by Mail	0	0.00%	2,847
Total	0	0.00%	3,204
0000198			
Vote Center	0	0.00%	369
Vote by Mail	0	0.00%	3,060
Total	0	0.00%	3,429
0000199			
Vote Center	0	0.00%	613
Vote by Mail	0	0.00%	3,940
Total	0	0.00%	4,553
0000200			
Vote Center	0		0
Vote by Mail	0	0.00%	6
Total	0	0.00%	6
0000201			
Vote Center	0	0.00%	46
Vote by Mail	0	0.00%	390
Total	0	0.00%	436

Precinct	Times Cast	Registered Voters
0000202		
Vote Center	65	516
Vote by Mail	379	516
Total	444	516
0000203		
Vote Center	393	3,678
Vote by Mail	2,799	3,678
Total	3,192	3,678
0000209		
Vote Center	255	2,174
Vote by Mail	1,625	2,174
Total	1,880	2,174
0000210		
Vote Center	0	0
Vote by Mail	0	0
Total	0	0
0000211		
Vote Center	123	1,221
Vote by Mail	992	1,221
Total	1,115	1,221
0000212		
Vote Center	3	25
Vote by Mail	22	25
Total	25	25
Electionwide - Total	118,739	141,724
Countywide - Total	118,739	141,724

Precinct	JACOB TRUMBIE		DAVID DEFRANK	
0000202				
Vote Center	8	21.05%	30	78.95%
Vote by Mail	47	16.38%	240	83.62%
Total	55	16.92%	270	83.08%
0000203				
Vote Center	73	23.86%	233	76.14%
Vote by Mail	465	21.50%	1,698	78.50%
Total	538	21.79%	1,931	78.21%
0000209				
Vote Center	39	20.53%	151	79.47%
Vote by Mail	267	22.21%	935	77.79%
Total	306	21.98%	1,086	78.02%
0000210				
Vote Center	0		0	
Vote by Mail	0		0	
Total	0		0	
0000211				
Vote Center	13	16.88%	64	83.12%
Vote by Mail	143	18.97%	611	81.03%
Total	156	18.77%	675	81.23%
0000212				
Vote Center	0	0.00%	3	100.00%
Vote by Mail	3	14.29%	18	85.71%
Total	3	12.50%	21	87.50%
Electionwide - Total	19,094	21.04%	71,636	78.96%
Countywide - Total	19,094	21.04%	71,636	78.96%

Precinct	Write-in		Total Votes
0000202			
Vote Center	0	0.00%	38
Vote by Mail	0	0.00%	287
Total	0	0.00%	325
0000203			
Vote Center	0	0.00%	306
Vote by Mail	0	0.00%	2,163
Total	0	0.00%	2,469
0000209			
Vote Center	0	0.00%	190
Vote by Mail	0	0.00%	1,202
Total	0	0.00%	1,392
0000210			
Vote Center	0		0
Vote by Mail	0		0
Total	0		0
0000211			
Vote Center	0	0.00%	77
Vote by Mail	0	0.00%	754
Total	0	0.00%	831
0000212			
Vote Center	0	0.00%	3
Vote by Mail	0	0.00%	21
Total	0	0.00%	24
Electionwide - Total	0	0.00%	90,730
Countywide - Total	0	0.00%	90,730

### Clovis Unified No 4 (Vote for 1)

Precinct		Times Cast	Registered Voters
<b>Countywide</b>			
<b>Electionwide</b>			
0000044			
Vote Center		2	0
Vote by Mail		0	0
Total		2	0
0000078			
Vote Center		221	2,186
Vote by Mail		1,594	2,186
Total		1,815	2,186
0000079			
Vote Center		207	1,866
Vote by Mail		1,151	1,866
Total		1,358	1,866
0000080			
Vote Center		407	3,471
Vote by Mail		2,165	3,471
Total		2,572	3,471
0000081			
Vote Center		511	4,991
Vote by Mail		3,686	4,991
Total		4,197	4,991
0000082			
Vote Center		142	1,525
Vote by Mail		999	1,525
Total		1,141	1,525
0000083			
Vote Center		295	2,003
Vote by Mail		1,102	2,003
Total		1,397	2,003

Precinct		HUGH H. AWTREY		NOHA ELBAZ	
<b>Countywide</b>					
<b>Electionwide</b>					
0000044					
Vote Center		0	0.00%	1	100.00%
Vote by Mail		0		0	
Total		0	0.00%	1	100.00%
0000078					
Vote Center		70	44.59%	41	26.11%
Vote by Mail		575	44.47%	373	28.85%
Total		645	44.48%	414	28.55%
0000079					
Vote Center		52	32.70%	53	33.33%
Vote by Mail		312	33.40%	358	38.33%
Total		364	33.30%	411	37.60%
0000080					
Vote Center		102	29.82%	143	41.81%
Vote by Mail		497	26.95%	859	46.58%
Total		599	27.40%	1,002	45.84%
0000081					
Vote Center		149	33.86%	159	36.14%
Vote by Mail		867	28.38%	1,340	43.86%
Total		1,016	29.07%	1,499	42.89%
0000082					
Vote Center		28	23.53%	50	42.02%
Vote by Mail		223	27.03%	394	47.76%
Total		251	26.59%	444	47.03%
0000083					
Vote Center		74	32.46%	87	38.16%
Vote by Mail		247	26.47%	451	48.34%
Total		321	27.65%	538	46.34%

Precinct	JONATHAN HOLT		Write-in		Total Votes
<b>Countywide</b>					
<b>Electionwide</b>					
0000044					
Vote Center	0	0.00%	0	0.00%	1
Vote by Mail	0		0		0
Total	0	0.00%	0	0.00%	1
0000078					
Vote Center	46	29.30%	0	0.00%	157
Vote by Mail	345	26.68%	0	0.00%	1,293
Total	391	26.97%	0	0.00%	1,450
0000079					
Vote Center	54	33.96%	0	0.00%	159
Vote by Mail	264	28.27%	0	0.00%	934
Total	318	29.09%	0	0.00%	1,093
0000080					
Vote Center	97	28.36%	0	0.00%	342
Vote by Mail	488	26.46%	0	0.00%	1,844
Total	585	26.76%	0	0.00%	2,186
0000081					
Vote Center	132	30.00%	0	0.00%	440
Vote by Mail	848	27.76%	0	0.00%	3,055
Total	980	28.04%	0	0.00%	3,495
0000082					
Vote Center	41	34.45%	0	0.00%	119
Vote by Mail	208	25.21%	0	0.00%	825
Total	249	26.38%	0	0.00%	944
0000083					
Vote Center	67	29.39%	0	0.00%	228
Vote by Mail	235	25.19%	0	0.00%	933
Total	302	26.01%	0	0.00%	1,161

Precinct	Times Cast	Registered Voters
0000084		
Vote Center	584	5,499
Vote by Mail	4,057	5,499
Total	4,641	5,499
0000111		
Vote Center	15	295
Vote by Mail	248	295
Total	263	295
0000112		
Vote Center	588	6,058
Vote by Mail	4,811	6,058
Total	5,399	6,058
0000113		
Vote Center	517	5,124
Vote by Mail	3,847	5,124
Total	4,364	5,124
0000114		
Vote Center	641	5,385
Vote by Mail	3,977	5,385
Total	4,618	5,385
0000115		
Vote Center	487	4,289
Vote by Mail	3,121	4,289
Total	3,608	4,289
0000116		
Vote Center	495	5,073
Vote by Mail	3,924	5,073
Total	4,419	5,073
0000117		
Vote Center	493	4,889
Vote by Mail	3,682	4,889
Total	4,175	4,889

Precinct	HUGH H. AWTRY		NOHA ELBAZ	
0000084				
Vote Center	185	38.46%	150	31.19%
Vote by Mail	1,233	35.92%	1,341	39.06%
Total	1,418	36.23%	1,491	38.09%
0000111				
Vote Center	6	42.86%	3	21.43%
Vote by Mail	100	48.31%	54	26.09%
Total	106	47.96%	57	25.79%
0000112				
Vote Center	202	44.20%	114	24.95%
Vote by Mail	1,601	42.86%	1,183	31.67%
Total	1,803	43.01%	1,297	30.94%
0000113				
Vote Center	164	40.29%	115	28.26%
Vote by Mail	1,074	35.56%	1,117	36.99%
Total	1,238	36.12%	1,232	35.95%
0000114				
Vote Center	152	31.34%	165	34.02%
Vote by Mail	1,038	33.72%	1,213	39.41%
Total	1,190	33.40%	1,378	38.68%
0000115				
Vote Center	113	31.48%	121	33.70%
Vote by Mail	819	33.35%	946	38.52%
Total	932	33.11%	1,067	37.90%
0000116				
Vote Center	148	40.22%	93	25.27%
Vote by Mail	1,178	39.16%	1,085	36.07%
Total	1,326	39.28%	1,178	34.89%
0000117				
Vote Center	141	36.72%	119	30.99%
Vote by Mail	1,060	36.12%	1,103	37.58%
Total	1,201	36.19%	1,222	36.82%

Precinct	JONATHAN HOLT		Write-in		Total Votes
0000084					
Vote Center	146	30.35%	0	0.00%	481
Vote by Mail	859	25.02%	0	0.00%	3,433
Total	1,005	25.68%	0	0.00%	3,914
0000111					
Vote Center	5	35.71%	0	0.00%	14
Vote by Mail	53	25.60%	0	0.00%	207
Total	58	26.24%	0	0.00%	221
0000112					
Vote Center	141	30.85%	0	0.00%	457
Vote by Mail	951	25.46%	0	0.00%	3,735
Total	1,092	26.05%	0	0.00%	4,192
0000113					
Vote Center	128	31.45%	0	0.00%	407
Vote by Mail	829	27.45%	0	0.00%	3,020
Total	957	27.93%	0	0.00%	3,427
0000114					
Vote Center	168	34.64%	0	0.00%	485
Vote by Mail	827	26.87%	0	0.00%	3,078
Total	995	27.93%	0	0.00%	3,563
0000115					
Vote Center	125	34.82%	0	0.00%	359
Vote by Mail	691	28.14%	0	0.00%	2,456
Total	816	28.99%	0	0.00%	2,815
0000116					
Vote Center	127	34.51%	0	0.00%	368
Vote by Mail	745	24.77%	0	0.00%	3,008
Total	872	25.83%	0	0.00%	3,376
0000117					
Vote Center	124	32.29%	0	0.00%	384
Vote by Mail	772	26.30%	0	0.00%	2,935
Total	896	27.00%	0	0.00%	3,319

Precinct	Times Cast	Registered Voters
0000118		
Vote Center	510	5,406
Vote by Mail	3,917	5,406
Total	4,427	5,406
0000119		
Vote Center	489	4,258
Vote by Mail	3,273	4,258
Total	3,762	4,258
0000120		
Vote Center	516	4,738
Vote by Mail	3,482	4,738
Total	3,998	4,738
0000121		
Vote Center	3	97
Vote by Mail	83	97
Total	86	97
0000122		
Vote Center	266	3,142
Vote by Mail	2,467	3,142
Total	2,733	3,142
0000123		
Vote Center	227	1,767
Vote by Mail	871	1,767
Total	1,098	1,767
0000124		
Vote Center	0	3
Vote by Mail	4	3
Total	4	3
0000139		
Vote Center	20	155
Vote by Mail	120	155
Total	140	155

Precinct	HUGH H. AWTREY		NOHA ELBAZ	
0000118				
Vote Center	134	33.84%	151	38.13%
Vote by Mail	1,058	34.72%	1,283	42.11%
Total	1,192	34.62%	1,434	41.65%
0000119				
Vote Center	178	47.34%	79	21.01%
Vote by Mail	1,171	43.32%	860	31.82%
Total	1,349	43.81%	939	30.50%
0000120				
Vote Center	160	38.83%	112	27.18%
Vote by Mail	1,119	39.91%	937	33.42%
Total	1,279	39.77%	1,049	32.62%
0000121				
Vote Center	2	66.67%	1	33.33%
Vote by Mail	31	48.44%	16	25.00%
Total	33	49.25%	17	25.37%
0000122				
Vote Center	80	43.96%	49	26.92%
Vote by Mail	818	44.29%	588	31.84%
Total	898	44.26%	637	31.39%
0000123				
Vote Center	32	17.30%	112	60.54%
Vote by Mail	142	19.83%	418	58.38%
Total	174	19.31%	530	58.82%
0000124				
Vote Center	0		0	
Vote by Mail	0	0.00%	1	50.00%
Total	0	0.00%	1	50.00%
0000139				
Vote Center	6	40.00%	0	0.00%
Vote by Mail	48	46.60%	33	32.04%
Total	54	45.76%	33	27.97%



Precinct	JONATHAN HOLT		Write-in		Total Votes
0000118					
Vote Center	111	28.03%	0	0.00%	396
Vote by Mail	706	23.17%	0	0.00%	3,047
Total	817	23.73%	0	0.00%	3,443
0000119					
Vote Center	119	31.65%	0	0.00%	376
Vote by Mail	672	24.86%	0	0.00%	2,703
Total	791	25.69%	0	0.00%	3,079
0000120					
Vote Center	140	33.98%	0	0.00%	412
Vote by Mail	748	26.68%	0	0.00%	2,804
Total	888	27.61%	0	0.00%	3,216
0000121					
Vote Center	0	0.00%	0	0.00%	3
Vote by Mail	17	26.56%	0	0.00%	64
Total	17	25.37%	0	0.00%	67
0000122					
Vote Center	53	29.12%	0	0.00%	182
Vote by Mail	441	23.88%	0	0.00%	1,847
Total	494	24.35%	0	0.00%	2,029
0000123					
Vote Center	41	22.16%	0	0.00%	185
Vote by Mail	156	21.79%	0	0.00%	716
Total	197	21.86%	0	0.00%	901
0000124					
Vote Center	0		0		0
Vote by Mail	1	50.00%	0	0.00%	2
Total	1	50.00%	0	0.00%	2
0000139					
Vote Center	9	60.00%	0	0.00%	15
Vote by Mail	22	21.36%	0	0.00%	103
Total	31	26.27%	0	0.00%	118

Precinct	Times Cast	Registered Voters
0000140		
Vote Center	258	2,240
Vote by Mail	1,647	2,240
Total	1,905	2,240
0000141		
Vote Center	464	3,963
Vote by Mail	3,017	3,963
Total	3,481	3,963
0000147		
Vote Center	267	2,983
Vote by Mail	1,854	2,983
Total	2,121	2,983
0000189		
Vote Center	345	4,162
Vote by Mail	3,386	4,162
Total	3,731	4,162
0000190		
Vote Center	404	3,643
Vote by Mail	2,824	3,643
Total	3,228	3,643
0000191		
Vote Center	609	5,563
Vote by Mail	4,257	5,563
Total	4,866	5,563
0000192		
Vote Center	572	4,813
Vote by Mail	3,533	4,813
Total	4,105	4,813
0000193		
Vote Center	494	4,217
Vote by Mail	2,754	4,217
Total	3,248	4,217

Precinct	HUGH H. AWTREY		NOHA ELBAZ	
0000140				
Vote Center	59	29.80%	77	38.89%
Vote by Mail	428	33.36%	534	41.62%
Total	487	32.88%	611	41.26%
0000141				
Vote Center	125	34.06%	117	31.88%
Vote by Mail	952	39.53%	872	36.21%
Total	1,077	38.81%	989	35.64%
0000147				
Vote Center	67	30.88%	98	45.16%
Vote by Mail	407	25.45%	819	51.22%
Total	474	26.10%	917	50.50%
0000189				
Vote Center	120	41.38%	86	29.66%
Vote by Mail	1,081	37.96%	1,053	36.97%
Total	1,201	38.27%	1,139	36.30%
0000190				
Vote Center	179	50.00%	87	24.30%
Vote by Mail	1,048	43.23%	857	35.35%
Total	1,227	44.10%	944	33.93%
0000191				
Vote Center	272	53.13%	113	22.07%
Vote by Mail	1,644	45.65%	1,054	29.27%
Total	1,916	46.58%	1,167	28.37%
0000192				
Vote Center	186	38.99%	144	30.19%
Vote by Mail	1,192	40.16%	1,014	34.16%
Total	1,378	40.00%	1,158	33.61%
0000193				
Vote Center	123	30.30%	154	37.93%
Vote by Mail	849	36.27%	907	38.74%
Total	972	35.38%	1,061	38.62%

Precinct	JONATHAN HOLT		Write-in		Total Votes
0000140					
Vote Center	62	31.31%	0	0.00%	198
Vote by Mail	321	25.02%	0	0.00%	1,283
Total	383	25.86%	0	0.00%	1,481
0000141					
Vote Center	125	34.06%	0	0.00%	367
Vote by Mail	584	24.25%	0	0.00%	2,408
Total	709	25.55%	0	0.00%	2,775
0000147					
Vote Center	52	23.96%	0	0.00%	217
Vote by Mail	373	23.33%	0	0.00%	1,599
Total	425	23.40%	0	0.00%	1,816
0000189					
Vote Center	84	28.97%	0	0.00%	290
Vote by Mail	714	25.07%	0	0.00%	2,848
Total	798	25.43%	0	0.00%	3,138
0000190					
Vote Center	92	25.70%	0	0.00%	358
Vote by Mail	519	21.41%	0	0.00%	2,424
Total	611	21.96%	0	0.00%	2,782
0000191					
Vote Center	127	24.80%	0	0.00%	512
Vote by Mail	903	25.08%	0	0.00%	3,601
Total	1,030	25.04%	0	0.00%	4,113
0000192					
Vote Center	147	30.82%	0	0.00%	477
Vote by Mail	762	25.67%	0	0.00%	2,968
Total	909	26.39%	0	0.00%	3,445
0000193					
Vote Center	129	31.77%	0	0.00%	406
Vote by Mail	585	24.99%	0	0.00%	2,341
Total	714	25.99%	0	0.00%	2,747

Precinct	Times Cast	Registered Voters
0000194		
Vote Center	485	4,564
Vote by Mail	3,025	4,564
Total	3,510	4,564
0000195		
Vote Center	441	4,327
Vote by Mail	3,189	4,327
Total	3,630	4,327
0000196		
Vote Center	477	4,090
Vote by Mail	2,678	4,090
Total	3,155	4,090
0000197		
Vote Center	457	4,785
Vote by Mail	3,663	4,785
Total	4,120	4,785
0000198		
Vote Center	482	5,101
Vote by Mail	3,946	5,101
Total	4,428	5,101
0000199		
Vote Center	793	6,658
Vote by Mail	4,982	6,658
Total	5,775	6,658
0000200		
Vote Center	1	17
Vote by Mail	9	17
Total	10	17
0000201		
Vote Center	62	764
Vote by Mail	491	764
Total	553	764

Precinct	HUGH H. AWTREY		NOHA ELBAZ	
0000194				
Vote Center	110	28.21%	164	42.05%
Vote by Mail	808	32.55%	1,003	40.41%
Total	918	31.96%	1,167	40.63%
0000195				
Vote Center	175	47.55%	92	25.00%
Vote by Mail	1,299	47.05%	792	28.69%
Total	1,474	47.11%	884	28.25%
0000196				
Vote Center	139	35.82%	151	38.92%
Vote by Mail	776	34.01%	911	39.92%
Total	915	34.27%	1,062	39.78%
0000197				
Vote Center	178	44.39%	82	20.45%
Vote by Mail	1,297	41.96%	927	29.99%
Total	1,475	42.24%	1,009	28.89%
0000198				
Vote Center	194	48.02%	82	20.30%
Vote by Mail	1,390	41.43%	1,084	32.31%
Total	1,584	42.14%	1,166	31.02%
0000199				
Vote Center	246	37.67%	206	31.55%
Vote by Mail	1,546	36.77%	1,511	35.94%
Total	1,792	36.90%	1,717	35.35%
0000200				
Vote Center	0		0	
Vote by Mail	1	16.67%	4	66.67%
Total	1	16.67%	4	66.67%
0000201				
Vote Center	17	36.17%	13	27.66%
Vote by Mail	100	24.45%	174	42.54%
Total	117	25.66%	187	41.01%

Precinct	JONATHAN HOLT		Write-in		Total Votes
0000194					
Vote Center	116	29.74%	0	0.00%	390
Vote by Mail	671	27.03%	0	0.00%	2,482
Total	787	27.40%	0	0.00%	2,872
0000195					
Vote Center	101	27.45%	0	0.00%	368
Vote by Mail	670	24.27%	0	0.00%	2,761
Total	771	24.64%	0	0.00%	3,129
0000196					
Vote Center	98	25.26%	0	0.00%	388
Vote by Mail	595	26.07%	0	0.00%	2,282
Total	693	25.96%	0	0.00%	2,670
0000197					
Vote Center	141	35.16%	0	0.00%	401
Vote by Mail	867	28.05%	0	0.00%	3,091
Total	1,008	28.87%	0	0.00%	3,492
0000198					
Vote Center	128	31.68%	0	0.00%	404
Vote by Mail	881	26.26%	0	0.00%	3,355
Total	1,009	26.84%	0	0.00%	3,759
0000199					
Vote Center	201	30.78%	0	0.00%	653
Vote by Mail	1,147	27.28%	0	0.00%	4,204
Total	1,348	27.75%	0	0.00%	4,857
0000200					
Vote Center	0		0		0
Vote by Mail	1	16.67%	0	0.00%	6
Total	1	16.67%	0	0.00%	6
0000201					
Vote Center	17	36.17%	0	0.00%	47
Vote by Mail	135	33.01%	0	0.00%	409
Total	152	33.33%	0	0.00%	456

Precinct	Times Cast	Registered Voters
0000202		
Vote Center	65	516
Vote by Mail	379	516
Total	444	516
0000203		
Vote Center	393	3,678
Vote by Mail	2,799	3,678
Total	3,192	3,678
0000209		
Vote Center	255	2,174
Vote by Mail	1,625	2,174
Total	1,880	2,174
0000210		
Vote Center	0	0
Vote by Mail	0	0
Total	0	0
0000211		
Vote Center	123	1,221
Vote by Mail	992	1,221
Total	1,115	1,221
0000212		
Vote Center	3	25
Vote by Mail	22	25
Total	25	25
Electionwide - Total	118,739	141,724
Countywide - Total	118,739	141,724

Precinct	HUGH H. AWTRY		NOHA ELBAZ	
0000202				
Vote Center	19	38.78%	11	22.45%
Vote by Mail	158	49.38%	73	22.81%
Total	177	47.97%	84	22.76%
0000203				
Vote Center	187	55.99%	54	16.17%
Vote by Mail	1,271	53.43%	574	24.13%
Total	1,458	53.74%	628	23.15%
0000209				
Vote Center	111	54.15%	36	17.56%
Vote by Mail	650	50.82%	348	27.21%
Total	761	51.28%	384	25.88%
0000210				
Vote Center	0		0	
Vote by Mail	0		0	
Total	0		0	
0000211				
Vote Center	37	42.05%	22	25.00%
Vote by Mail	351	45.41%	185	23.93%
Total	388	45.06%	207	24.04%
0000212				
Vote Center	1	33.33%	1	33.33%
Vote by Mail	7	36.84%	6	31.58%
Total	8	36.36%	7	31.82%
Electionwide - Total	37,189	38.34%	34,363	35.43%
Countywide - Total	37,189	38.34%	34,363	35.43%

Precinct	JONATHAN HOLT		Write-in		Total Votes
0000202					
Vote Center	19	38.78%	0	0.00%	49
Vote by Mail	89	27.81%	0	0.00%	320
Total	108	29.27%	0	0.00%	369
0000203					
Vote Center	93	27.84%	0	0.00%	334
Vote by Mail	534	22.45%	0	0.00%	2,379
Total	627	23.11%	0	0.00%	2,713
0000209					
Vote Center	58	28.29%	0	0.00%	205
Vote by Mail	281	21.97%	0	0.00%	1,279
Total	339	22.84%	0	0.00%	1,484
0000210					
Vote Center	0		0		0
Vote by Mail	0		0		0
Total	0		0		0
0000211					
Vote Center	29	32.95%	0	0.00%	88
Vote by Mail	237	30.66%	0	0.00%	773
Total	266	30.89%	0	0.00%	861
0000212					
Vote Center	1	33.33%	0	0.00%	3
Vote by Mail	6	31.58%	0	0.00%	19
Total	7	31.82%	0	0.00%	22
Electionwide - Total	25,447	26.23%	0	0.00%	96,999
Countywide - Total	25,447	26.23%	0	0.00%	96,999

### Clovis Unified No 7 (Vote for 1)

Precinct		Times Cast	Registered Voters
<b>Countywide</b>			
<b>Electionwide</b>			
0000044			
Vote Center		2	0
Vote by Mail		0	0
Total		2	0
0000078			
Vote Center		221	2,186
Vote by Mail		1,594	2,186
Total		1,815	2,186
0000079			
Vote Center		207	1,866
Vote by Mail		1,151	1,866
Total		1,358	1,866
0000080			
Vote Center		407	3,471
Vote by Mail		2,165	3,471
Total		2,572	3,471
0000081			
Vote Center		511	4,991
Vote by Mail		3,686	4,991
Total		4,197	4,991
0000082			
Vote Center		142	1,525
Vote by Mail		999	1,525
Total		1,141	1,525
0000083			
Vote Center		295	2,003
Vote by Mail		1,102	2,003
Total		1,397	2,003

Precinct		YOLANDA MOORE		CHRISTOPHER CASADO	
<b>Countywide</b>					
<b>Electionwide</b>					
0000044					
Vote Center		1	100.00%	0	0.00%
Vote by Mail		0		0	
Total		1	100.00%	0	0.00%
0000078					
Vote Center		72	45.57%	86	54.43%
Vote by Mail		573	45.66%	680	54.18%
Total		645	45.65%	766	54.21%
0000079					
Vote Center		100	63.29%	58	36.71%
Vote by Mail		528	58.21%	379	41.79%
Total		628	58.97%	437	41.03%
0000080					
Vote Center		191	56.68%	146	43.32%
Vote by Mail		1,154	62.31%	698	37.69%
Total		1,345	61.44%	844	38.56%
0000081					
Vote Center		281	66.27%	143	33.73%
Vote by Mail		1,840	60.37%	1,208	39.63%
Total		2,121	61.09%	1,351	38.91%
0000082					
Vote Center		66	55.00%	54	45.00%
Vote by Mail		541	65.90%	280	34.10%
Total		607	64.51%	334	35.49%
0000083					
Vote Center		129	56.83%	98	43.17%
Vote by Mail		600	64.94%	324	35.06%
Total		729	63.34%	422	36.66%



Precinct	Write-in		Total Votes	JOSHUA "JOSH" BREWER Qualified Write In	
<b>Countywide</b>					
<b>Electionwide</b>					
0000044					
Vote Center	0	0.00%	1	0	0.00%
Vote by Mail	0		0	0	
Total	0	0.00%	1	0	0.00%
0000078					
Vote Center	0	0.00%	158	0	0.00%
Vote by Mail	2	0.16%	1,255	2	0.16%
Total	2	0.14%	1,413	2	0.14%
0000079					
Vote Center	0	0.00%	158	0	0.00%
Vote by Mail	0	0.00%	907	0	0.00%
Total	0	0.00%	1,065	0	0.00%
0000080					
Vote Center	0	0.00%	337	0	0.00%
Vote by Mail	0	0.00%	1,852	0	0.00%
Total	0	0.00%	2,189	0	0.00%
0000081					
Vote Center	0	0.00%	424	0	0.00%
Vote by Mail	0	0.00%	3,048	0	0.00%
Total	0	0.00%	3,472	0	0.00%
0000082					
Vote Center	0	0.00%	120	0	0.00%
Vote by Mail	0	0.00%	821	0	0.00%
Total	0	0.00%	941	0	0.00%
0000083					
Vote Center	0	0.00%	227	0	0.00%
Vote by Mail	0	0.00%	924	0	0.00%
Total	0	0.00%	1,151	0	0.00%

Precinct	Times Cast	Registered Voters
0000084		
Vote Center	584	5,499
Vote by Mail	4,057	5,499
Total	4,641	5,499
0000111		
Vote Center	15	295
Vote by Mail	248	295
Total	263	295
0000112		
Vote Center	588	6,058
Vote by Mail	4,811	6,058
Total	5,399	6,058
0000113		
Vote Center	517	5,124
Vote by Mail	3,847	5,124
Total	4,364	5,124
0000114		
Vote Center	641	5,385
Vote by Mail	3,977	5,385
Total	4,618	5,385
0000115		
Vote Center	487	4,289
Vote by Mail	3,121	4,289
Total	3,608	4,289
0000116		
Vote Center	495	5,073
Vote by Mail	3,924	5,073
Total	4,419	5,073
0000117		
Vote Center	493	4,889
Vote by Mail	3,682	4,889
Total	4,175	4,889

Precinct	YOLANDA MOORE		CHRISTOPHER CASADO	
0000084				
Vote Center	231	48.33%	247	51.67%
Vote by Mail	1,889	56.05%	1,481	43.95%
Total	2,120	55.09%	1,728	44.91%
0000111				
Vote Center	6	46.15%	7	53.85%
Vote by Mail	92	44.44%	115	55.56%
Total	98	44.55%	122	55.45%
0000112				
Vote Center	195	43.14%	257	56.86%
Vote by Mail	1,836	50.59%	1,793	49.41%
Total	2,031	49.77%	2,050	50.23%
0000113				
Vote Center	180	45.69%	214	54.31%
Vote by Mail	1,635	55.48%	1,312	44.52%
Total	1,815	54.33%	1,526	45.67%
0000114				
Vote Center	255	54.26%	215	45.74%
Vote by Mail	1,727	57.34%	1,285	42.66%
Total	1,982	56.92%	1,500	43.08%
0000115				
Vote Center	196	54.90%	161	45.10%
Vote by Mail	1,400	58.09%	1,010	41.91%
Total	1,596	57.68%	1,171	42.32%
0000116				
Vote Center	179	49.58%	182	50.42%
Vote by Mail	1,607	53.71%	1,385	46.29%
Total	1,786	53.27%	1,567	46.73%
0000117				
Vote Center	192	50.53%	188	49.47%
Vote by Mail	1,619	56.37%	1,253	43.63%
Total	1,811	55.69%	1,441	44.31%

Precinct	Write-in		Total Votes	JOSHUA "JOSH" BREWER Qualified Write In	
0000084					
Vote Center	0	0.00%	478	0	0.00%
Vote by Mail	0	0.00%	3,370	0	0.00%
Total	0	0.00%	3,848	0	0.00%
0000111					
Vote Center	0	0.00%	13	0	0.00%
Vote by Mail	0	0.00%	207	0	0.00%
Total	0	0.00%	220	0	0.00%
0000112					
Vote Center	0	0.00%	452	0	0.00%
Vote by Mail	0	0.00%	3,629	0	0.00%
Total	0	0.00%	4,081	0	0.00%
0000113					
Vote Center	0	0.00%	394	0	0.00%
Vote by Mail	0	0.00%	2,947	0	0.00%
Total	0	0.00%	3,341	0	0.00%
0000114					
Vote Center	0	0.00%	470	0	0.00%
Vote by Mail	0	0.00%	3,012	0	0.00%
Total	0	0.00%	3,482	0	0.00%
0000115					
Vote Center	0	0.00%	357	0	0.00%
Vote by Mail	0	0.00%	2,410	0	0.00%
Total	0	0.00%	2,767	0	0.00%
0000116					
Vote Center	0	0.00%	361	0	0.00%
Vote by Mail	0	0.00%	2,992	0	0.00%
Total	0	0.00%	3,353	0	0.00%
0000117					
Vote Center	0	0.00%	380	0	0.00%
Vote by Mail	0	0.00%	2,872	0	0.00%
Total	0	0.00%	3,252	0	0.00%

Precinct	Times Cast	Registered Voters
0000118		
Vote Center	510	5,406
Vote by Mail	3,917	5,406
Total	4,427	5,406
0000119		
Vote Center	489	4,258
Vote by Mail	3,273	4,258
Total	3,762	4,258
0000120		
Vote Center	516	4,738
Vote by Mail	3,482	4,738
Total	3,998	4,738
0000121		
Vote Center	3	97
Vote by Mail	83	97
Total	86	97
0000122		
Vote Center	266	3,142
Vote by Mail	2,467	3,142
Total	2,733	3,142
0000123		
Vote Center	227	1,767
Vote by Mail	871	1,767
Total	1,098	1,767
0000124		
Vote Center	0	3
Vote by Mail	4	3
Total	4	3
0000139		
Vote Center	20	155
Vote by Mail	120	155
Total	140	155

Precinct	YOLANDA MOORE		CHRISTOPHER CASADO	
0000118				
Vote Center	233	60.21%	154	39.79%
Vote by Mail	1,759	58.40%	1,253	41.60%
Total	1,992	58.61%	1,407	41.39%
0000119				
Vote Center	152	40.64%	222	59.36%
Vote by Mail	1,310	49.92%	1,314	50.08%
Total	1,462	48.77%	1,536	51.23%
0000120				
Vote Center	192	47.64%	211	52.36%
Vote by Mail	1,399	51.30%	1,328	48.70%
Total	1,591	50.83%	1,539	49.17%
0000121				
Vote Center	1	33.33%	2	66.67%
Vote by Mail	21	33.33%	42	66.67%
Total	22	33.33%	44	66.67%
0000122				
Vote Center	94	50.54%	92	49.46%
Vote by Mail	911	50.47%	894	49.53%
Total	1,005	50.48%	986	49.52%
0000123				
Vote Center	142	77.60%	41	22.40%
Vote by Mail	503	69.76%	218	30.24%
Total	645	71.35%	259	28.65%
0000124				
Vote Center	0		0	
Vote by Mail	1	50.00%	1	50.00%
Total	1	50.00%	1	50.00%
0000139				
Vote Center	5	45.45%	6	54.55%
Vote by Mail	46	47.42%	51	52.58%
Total	51	47.22%	57	52.78%

Precinct	Write-in		Total Votes	JOSHUA "JOSH" BREWER Qualified Write In	
0000118					
Vote Center	0	0.00%	387	0	0.00%
Vote by Mail	0	0.00%	3,012	0	0.00%
Total	0	0.00%	3,399	0	0.00%
0000119					
Vote Center	0	0.00%	374	0	0.00%
Vote by Mail	0	0.00%	2,624	0	0.00%
Total	0	0.00%	2,998	0	0.00%
0000120					
Vote Center	0	0.00%	403	0	0.00%
Vote by Mail	0	0.00%	2,727	0	0.00%
Total	0	0.00%	3,130	0	0.00%
0000121					
Vote Center	0	0.00%	3	0	0.00%
Vote by Mail	0	0.00%	63	0	0.00%
Total	0	0.00%	66	0	0.00%
0000122					
Vote Center	0	0.00%	186	0	0.00%
Vote by Mail	0	0.00%	1,805	0	0.00%
Total	0	0.00%	1,991	0	0.00%
0000123					
Vote Center	0	0.00%	183	0	0.00%
Vote by Mail	0	0.00%	721	0	0.00%
Total	0	0.00%	904	0	0.00%
0000124					
Vote Center	0		0	0	
Vote by Mail	0	0.00%	2	0	0.00%
Total	0	0.00%	2	0	0.00%
0000139					
Vote Center	0	0.00%	11	0	0.00%
Vote by Mail	0	0.00%	97	0	0.00%
Total	0	0.00%	108	0	0.00%

Precinct	Times Cast	Registered Voters
0000140		
Vote Center	258	2,240
Vote by Mail	1,647	2,240
Total	1,905	2,240
0000141		
Vote Center	464	3,963
Vote by Mail	3,017	3,963
Total	3,481	3,963
0000147		
Vote Center	267	2,983
Vote by Mail	1,854	2,983
Total	2,121	2,983
0000189		
Vote Center	345	4,162
Vote by Mail	3,386	4,162
Total	3,731	4,162
0000190		
Vote Center	404	3,643
Vote by Mail	2,824	3,643
Total	3,228	3,643
0000191		
Vote Center	609	5,563
Vote by Mail	4,257	5,563
Total	4,866	5,563
0000192		
Vote Center	572	4,813
Vote by Mail	3,533	4,813
Total	4,105	4,813
0000193		
Vote Center	494	4,217
Vote by Mail	2,754	4,217
Total	3,248	4,217

Precinct	YOLANDA MOORE		CHRISTOPHER CASADO	
0000140				
Vote Center	126	65.63%	66	34.38%
Vote by Mail	748	59.79%	503	40.21%
Total	874	60.57%	569	39.43%
0000141				
Vote Center	195	53.87%	167	46.13%
Vote by Mail	1,223	52.33%	1,114	47.67%
Total	1,418	52.54%	1,281	47.46%
0000147				
Vote Center	132	60.55%	86	39.45%
Vote by Mail	1,040	65.66%	544	34.34%
Total	1,172	65.04%	630	34.96%
0000189				
Vote Center	141	49.82%	142	50.18%
Vote by Mail	1,431	51.87%	1,328	48.13%
Total	1,572	51.68%	1,470	48.32%
0000190				
Vote Center	141	41.84%	196	58.16%
Vote by Mail	1,147	48.95%	1,196	51.05%
Total	1,288	48.06%	1,392	51.94%
0000191				
Vote Center	231	46.20%	269	53.80%
Vote by Mail	1,748	49.80%	1,762	50.20%
Total	1,979	49.35%	2,031	50.65%
0000192				
Vote Center	243	53.17%	214	46.83%
Vote by Mail	1,525	53.51%	1,325	46.49%
Total	1,768	53.46%	1,539	46.54%
0000193				
Vote Center	244	62.09%	149	37.91%
Vote by Mail	1,295	56.50%	997	43.50%
Total	1,539	57.32%	1,146	42.68%

Precinct	Write-in		Total Votes	JOSHUA "JOSH" BREWER Qualified Write In	
0000140					
Vote Center	0	0.00%	192	0	0.00%
Vote by Mail	0	0.00%	1,251	0	0.00%
Total	0	0.00%	1,443	0	0.00%
0000141					
Vote Center	0	0.00%	362	0	0.00%
Vote by Mail	0	0.00%	2,337	0	0.00%
Total	0	0.00%	2,699	0	0.00%
0000147					
Vote Center	0	0.00%	218	0	0.00%
Vote by Mail	0	0.00%	1,584	0	0.00%
Total	0	0.00%	1,802	0	0.00%
0000189					
Vote Center	0	0.00%	283	0	0.00%
Vote by Mail	0	0.00%	2,759	0	0.00%
Total	0	0.00%	3,042	0	0.00%
0000190					
Vote Center	0	0.00%	337	0	0.00%
Vote by Mail	0	0.00%	2,343	0	0.00%
Total	0	0.00%	2,680	0	0.00%
0000191					
Vote Center	0	0.00%	500	0	0.00%
Vote by Mail	0	0.00%	3,510	0	0.00%
Total	0	0.00%	4,010	0	0.00%
0000192					
Vote Center	0	0.00%	457	0	0.00%
Vote by Mail	0	0.00%	2,850	0	0.00%
Total	0	0.00%	3,307	0	0.00%
0000193					
Vote Center	0	0.00%	393	0	0.00%
Vote by Mail	0	0.00%	2,292	0	0.00%
Total	0	0.00%	2,685	0	0.00%

Precinct	Times Cast	Registered Voters
0000194		
Vote Center	485	4,564
Vote by Mail	3,025	4,564
Total	3,510	4,564
0000195		
Vote Center	441	4,327
Vote by Mail	3,189	4,327
Total	3,630	4,327
0000196		
Vote Center	477	4,090
Vote by Mail	2,678	4,090
Total	3,155	4,090
0000197		
Vote Center	457	4,785
Vote by Mail	3,663	4,785
Total	4,120	4,785
0000198		
Vote Center	482	5,101
Vote by Mail	3,946	5,101
Total	4,428	5,101
0000199		
Vote Center	793	6,658
Vote by Mail	4,982	6,658
Total	5,775	6,658
0000200		
Vote Center	1	17
Vote by Mail	9	17
Total	10	17
0000201		
Vote Center	62	764
Vote by Mail	491	764
Total	553	764

Precinct	YOLANDA MOORE		CHRISTOPHER CASADO	
0000194				
Vote Center	247	64.66%	135	35.34%
Vote by Mail	1,469	60.70%	951	39.30%
Total	1,716	61.24%	1,086	38.76%
0000195				
Vote Center	157	44.23%	198	55.77%
Vote by Mail	1,316	49.31%	1,353	50.69%
Total	1,473	48.71%	1,551	51.29%
0000196				
Vote Center	226	57.51%	167	42.49%
Vote by Mail	1,302	57.74%	953	42.26%
Total	1,528	57.70%	1,120	42.30%
0000197				
Vote Center	183	47.29%	204	52.71%
Vote by Mail	1,527	49.61%	1,551	50.39%
Total	1,710	49.35%	1,755	50.65%
0000198				
Vote Center	173	43.91%	221	56.09%
Vote by Mail	1,633	49.80%	1,646	50.20%
Total	1,806	49.17%	1,867	50.83%
0000199				
Vote Center	333	51.79%	310	48.21%
Vote by Mail	2,303	55.95%	1,812	44.02%
Total	2,636	55.39%	2,122	44.59%
0000200				
Vote Center	0		0	
Vote by Mail	3	50.00%	3	50.00%
Total	3	50.00%	3	50.00%
0000201				
Vote Center	23	48.94%	24	51.06%
Vote by Mail	240	59.70%	162	40.30%
Total	263	58.57%	186	41.43%



Precinct	Write-in		Total Votes	JOSHUA "JOSH" BREWER Qualified Write In	
0000194					
Vote Center	0	0.00%	382	0	0.00%
Vote by Mail	0	0.00%	2,420	0	0.00%
Total	0	0.00%	2,802	0	0.00%
0000195					
Vote Center	0	0.00%	355	0	0.00%
Vote by Mail	0	0.00%	2,669	0	0.00%
Total	0	0.00%	3,024	0	0.00%
0000196					
Vote Center	0	0.00%	393	0	0.00%
Vote by Mail	0	0.00%	2,255	0	0.00%
Total	0	0.00%	2,648	0	0.00%
0000197					
Vote Center	0	0.00%	387	0	0.00%
Vote by Mail	0	0.00%	3,078	0	0.00%
Total	0	0.00%	3,465	0	0.00%
0000198					
Vote Center	0	0.00%	394	0	0.00%
Vote by Mail	0	0.00%	3,279	0	0.00%
Total	0	0.00%	3,673	0	0.00%
0000199					
Vote Center	0	0.00%	643	0	0.00%
Vote by Mail	1	0.02%	4,116	1	0.02%
Total	1	0.02%	4,759	1	0.02%
0000200					
Vote Center	0		0	0	
Vote by Mail	0	0.00%	6	0	0.00%
Total	0	0.00%	6	0	0.00%
0000201					
Vote Center	0	0.00%	47	0	0.00%
Vote by Mail	0	0.00%	402	0	0.00%
Total	0	0.00%	449	0	0.00%

Precinct	Times Cast	Registered Voters
0000202		
Vote Center	65	516
Vote by Mail	379	516
Total	444	516
0000203		
Vote Center	393	3,678
Vote by Mail	2,799	3,678
Total	3,192	3,678
0000209		
Vote Center	255	2,174
Vote by Mail	1,625	2,174
Total	1,880	2,174
0000210		
Vote Center	0	0
Vote by Mail	0	0
Total	0	0
0000211		
Vote Center	123	1,221
Vote by Mail	992	1,221
Total	1,115	1,221
0000212		
Vote Center	3	25
Vote by Mail	22	25
Total	25	25
Electionwide - Total	118,739	141,724
Countywide - Total	118,739	141,724

Precinct	YOLANDA MOORE		CHRISTOPHER CASADO	
0000202				
Vote Center	17	38.64%	27	61.36%
Vote by Mail	110	37.16%	186	62.84%
Total	127	37.35%	213	62.65%
0000203				
Vote Center	126	39.75%	191	60.25%
Vote by Mail	1,019	44.32%	1,280	55.68%
Total	1,145	43.77%	1,471	56.23%
0000209				
Vote Center	85	41.87%	118	58.13%
Vote by Mail	582	45.86%	687	54.14%
Total	667	45.31%	805	54.69%
0000210				
Vote Center	0		0	
Vote by Mail	0		0	
Total	0		0	
0000211				
Vote Center	49	56.98%	37	43.02%
Vote by Mail	357	45.83%	422	54.17%
Total	406	46.94%	459	53.06%
0000212				
Vote Center	1	33.33%	2	66.67%
Vote by Mail	8	42.11%	11	57.89%
Total	9	40.91%	13	59.09%
Electionwide - Total	51,183	53.89%	43,797	46.11%
Countywide - Total	51,183	53.89%	43,797	46.11%

Precinct	Write-in		Total Votes	JOSHUA "JOSH" BREWER Qualified Write In	
0000202					
Vote Center	0	0.00%	44	0	0.00%
Vote by Mail	0	0.00%	296	0	0.00%
Total	0	0.00%	340	0	0.00%
0000203					
Vote Center	0	0.00%	317	0	0.00%
Vote by Mail	0	0.00%	2,299	0	0.00%
Total	0	0.00%	2,616	0	0.00%
0000209					
Vote Center	0	0.00%	203	0	0.00%
Vote by Mail	0	0.00%	1,269	0	0.00%
Total	0	0.00%	1,472	0	0.00%
0000210					
Vote Center	0		0	0	
Vote by Mail	0		0	0	
Total	0		0	0	
0000211					
Vote Center	0	0.00%	86	0	0.00%
Vote by Mail	0	0.00%	779	0	0.00%
Total	0	0.00%	865	0	0.00%
0000212					
Vote Center	0	0.00%	3	0	0.00%
Vote by Mail	0	0.00%	19	0	0.00%
Total	0	0.00%	22	0	0.00%
Electionwide - Total	3	0.00%	94,983	3	0.00%
Countywide - Total	3	0.00%	94,983	3	0.00%

### Measure A - Clovis Unified Bond Measure, 55% to Pass (Vote for 1)

Precinct		Times Cast	Registered Voters
<b>Countywide</b>			
<b>Electionwide</b>			
0000044			
Vote Center		2	0
Vote by Mail		0	0
Total		2	0
0000078			
Vote Center		221	2,186
Vote by Mail		1,594	2,186
Total		1,815	2,186
0000079			
Vote Center		207	1,866
Vote by Mail		1,151	1,866
Total		1,358	1,866
0000080			
Vote Center		407	3,471
Vote by Mail		2,165	3,471
Total		2,572	3,471
0000081			
Vote Center		511	4,991
Vote by Mail		3,686	4,991
Total		4,197	4,991
0000082			
Vote Center		142	1,525
Vote by Mail		999	1,525
Total		1,141	1,525
0000083			
Vote Center		295	2,003
Vote by Mail		1,102	2,003
Total		1,397	2,003

Precinct		Bonds-Yes		Bonds-No		Total Votes
<b>Countywide</b>						
<b>Electionwide</b>						
0000044						
Vote Center		1	100.00%	0	0.00%	1
Vote by Mail		0		0		0
Total		1	100.00%	0	0.00%	1
0000078						
Vote Center		97	53.59%	84	46.41%	181
Vote by Mail		700	48.81%	734	51.19%	1,434
Total		797	49.35%	818	50.65%	1,615
0000079						
Vote Center		89	50.00%	89	50.00%	178
Vote by Mail		561	55.93%	442	44.07%	1,003
Total		650	55.04%	531	44.96%	1,181
0000080						
Vote Center		223	61.26%	141	38.74%	364
Vote by Mail		1,222	61.50%	765	38.50%	1,987
Total		1,445	61.46%	906	38.54%	2,351
0000081						
Vote Center		264	57.64%	194	42.36%	458
Vote by Mail		2,219	65.65%	1,161	34.35%	3,380
Total		2,483	64.70%	1,355	35.30%	3,838
0000082						
Vote Center		75	61.48%	47	38.52%	122
Vote by Mail		543	61.43%	341	38.57%	884
Total		618	61.43%	388	38.57%	1,006
0000083						
Vote Center		153	58.62%	108	41.38%	261
Vote by Mail		652	67.36%	316	32.64%	968
Total		805	65.50%	424	34.50%	1,229

Precinct	Times Cast	Registered Voters
0000084		
Vote Center	584	5,499
Vote by Mail	4,057	5,499
Total	4,641	5,499
0000111		
Vote Center	15	295
Vote by Mail	248	295
Total	263	295
0000112		
Vote Center	588	6,058
Vote by Mail	4,811	6,058
Total	5,399	6,058
0000113		
Vote Center	517	5,124
Vote by Mail	3,847	5,124
Total	4,364	5,124
0000114		
Vote Center	641	5,385
Vote by Mail	3,977	5,385
Total	4,618	5,385
0000115		
Vote Center	487	4,289
Vote by Mail	3,121	4,289
Total	3,608	4,289
0000116		
Vote Center	495	5,073
Vote by Mail	3,924	5,073
Total	4,419	5,073
0000117		
Vote Center	493	4,889
Vote by Mail	3,682	4,889
Total	4,175	4,889

Precinct	Bonds-Yes		Bonds-No		Total Votes
0000084					
Vote Center	343	64.11%	192	35.89%	535
Vote by Mail	2,377	64.04%	1,335	35.96%	3,712
Total	2,720	64.05%	1,527	35.95%	4,247
0000111					
Vote Center	5	35.71%	9	64.29%	14
Vote by Mail	121	52.61%	109	47.39%	230
Total	126	51.64%	118	48.36%	244
0000112					
Vote Center	267	49.72%	270	50.28%	537
Vote by Mail	2,438	56.21%	1,899	43.79%	4,337
Total	2,705	55.50%	2,169	44.50%	4,874
0000113					
Vote Center	255	55.92%	201	44.08%	456
Vote by Mail	2,062	59.60%	1,398	40.40%	3,460
Total	2,317	59.17%	1,599	40.83%	3,916
0000114					
Vote Center	291	52.53%	263	47.47%	554
Vote by Mail	2,097	59.47%	1,429	40.53%	3,526
Total	2,388	58.53%	1,692	41.47%	4,080
0000115					
Vote Center	231	55.93%	182	44.07%	413
Vote by Mail	1,644	59.41%	1,123	40.59%	2,767
Total	1,875	58.96%	1,305	41.04%	3,180
0000116					
Vote Center	232	51.79%	216	48.21%	448
Vote by Mail	2,112	60.15%	1,399	39.85%	3,511
Total	2,344	59.21%	1,615	40.79%	3,959
0000117					
Vote Center	235	53.78%	202	46.22%	437
Vote by Mail	2,019	60.13%	1,339	39.87%	3,358
Total	2,254	59.39%	1,541	40.61%	3,795

Precinct	Times Cast	Registered Voters
0000118		
Vote Center	510	5,406
Vote by Mail	3,917	5,406
Total	4,427	5,406
0000119		
Vote Center	489	4,258
Vote by Mail	3,273	4,258
Total	3,762	4,258
0000120		
Vote Center	516	4,738
Vote by Mail	3,482	4,738
Total	3,998	4,738
0000121		
Vote Center	3	97
Vote by Mail	83	97
Total	86	97
0000122		
Vote Center	266	3,142
Vote by Mail	2,467	3,142
Total	2,733	3,142
0000123		
Vote Center	227	1,767
Vote by Mail	871	1,767
Total	1,098	1,767
0000124		
Vote Center	0	3
Vote by Mail	4	3
Total	4	3
0000139		
Vote Center	20	155
Vote by Mail	120	155
Total	140	155

Precinct	Bonds-Yes		Bonds-No		Total Votes
0000118					
Vote Center	258	58.64%	182	41.36%	440
Vote by Mail	2,166	62.51%	1,299	37.49%	3,465
Total	2,424	62.07%	1,481	37.93%	3,905
0000119					
Vote Center	255	56.67%	195	43.33%	450
Vote by Mail	1,965	65.07%	1,055	34.93%	3,020
Total	2,220	63.98%	1,250	36.02%	3,470
0000120					
Vote Center	276	58.47%	196	41.53%	472
Vote by Mail	1,960	61.40%	1,232	38.60%	3,192
Total	2,236	61.03%	1,428	38.97%	3,664
0000121					
Vote Center	0	0.00%	3	100.00%	3
Vote by Mail	39	53.42%	34	46.58%	73
Total	39	51.32%	37	48.68%	76
0000122					
Vote Center	101	44.49%	126	55.51%	227
Vote by Mail	1,083	50.30%	1,070	49.70%	2,153
Total	1,184	49.75%	1,196	50.25%	2,380
0000123					
Vote Center	139	66.83%	69	33.17%	208
Vote by Mail	521	67.66%	249	32.34%	770
Total	660	67.48%	318	32.52%	978
0000124					
Vote Center	0		0		0
Vote by Mail	1	50.00%	1	50.00%	2
Total	1	50.00%	1	50.00%	2
0000139					
Vote Center	9	52.94%	8	47.06%	17
Vote by Mail	44	42.72%	59	57.28%	103
Total	53	44.17%	67	55.83%	120

Precinct	Times Cast	Registered Voters
0000140		
Vote Center	258	2,240
Vote by Mail	1,647	2,240
Total	1,905	2,240
0000141		
Vote Center	464	3,963
Vote by Mail	3,017	3,963
Total	3,481	3,963
0000147		
Vote Center	267	2,983
Vote by Mail	1,854	2,983
Total	2,121	2,983
0000189		
Vote Center	345	4,162
Vote by Mail	3,386	4,162
Total	3,731	4,162
0000190		
Vote Center	404	3,643
Vote by Mail	2,824	3,643
Total	3,228	3,643
0000191		
Vote Center	609	5,563
Vote by Mail	4,257	5,563
Total	4,866	5,563
0000192		
Vote Center	572	4,813
Vote by Mail	3,533	4,813
Total	4,105	4,813
0000193		
Vote Center	494	4,217
Vote by Mail	2,754	4,217
Total	3,248	4,217

Precinct	Bonds-Yes		Bonds-No		Total Votes
0000140					
Vote Center	122	54.95%	100	45.05%	222
Vote by Mail	756	53.05%	669	46.95%	1,425
Total	878	53.31%	769	46.69%	1,647
0000141					
Vote Center	246	60.29%	162	39.71%	408
Vote by Mail	1,595	58.86%	1,115	41.14%	2,710
Total	1,841	59.04%	1,277	40.96%	3,118
0000147					
Vote Center	142	61.74%	88	38.26%	230
Vote by Mail	1,004	60.05%	668	39.95%	1,672
Total	1,146	60.25%	756	39.75%	1,902
0000189					
Vote Center	179	59.08%	124	40.92%	303
Vote by Mail	2,079	66.06%	1,068	33.94%	3,147
Total	2,258	65.45%	1,192	34.55%	3,450
0000190					
Vote Center	249	64.18%	139	35.82%	388
Vote by Mail	1,678	64.02%	943	35.98%	2,621
Total	1,927	64.04%	1,082	35.96%	3,009
0000191					
Vote Center	339	60.86%	218	39.14%	557
Vote by Mail	2,463	63.20%	1,434	36.80%	3,897
Total	2,802	62.91%	1,652	37.09%	4,454
0000192					
Vote Center	290	57.09%	218	42.91%	508
Vote by Mail	1,998	62.09%	1,220	37.91%	3,218
Total	2,288	61.41%	1,438	38.59%	3,726
0000193					
Vote Center	272	62.82%	161	37.18%	433
Vote by Mail	1,635	65.45%	863	34.55%	2,498
Total	1,907	65.06%	1,024	34.94%	2,931

Precinct	Times Cast	Registered Voters
0000194		
Vote Center	485	4,564
Vote by Mail	3,025	4,564
Total	3,510	4,564
0000195		
Vote Center	441	4,327
Vote by Mail	3,189	4,327
Total	3,630	4,327
0000196		
Vote Center	477	4,090
Vote by Mail	2,678	4,090
Total	3,155	4,090
0000197		
Vote Center	457	4,785
Vote by Mail	3,663	4,785
Total	4,120	4,785
0000198		
Vote Center	482	5,101
Vote by Mail	3,946	5,101
Total	4,428	5,101
0000199		
Vote Center	793	6,658
Vote by Mail	4,982	6,658
Total	5,775	6,658
0000200		
Vote Center	1	17
Vote by Mail	9	17
Total	10	17
0000201		
Vote Center	62	764
Vote by Mail	491	764
Total	553	764

Precinct	Bonds-Yes		Bonds-No		Total Votes
0000194					
Vote Center	269	63.29%	156	36.71%	425
Vote by Mail	1,641	61.95%	1,008	38.05%	2,649
Total	1,910	62.13%	1,164	37.87%	3,074
0000195					
Vote Center	244	62.40%	147	37.60%	391
Vote by Mail	1,841	62.68%	1,096	37.32%	2,937
Total	2,085	62.65%	1,243	37.35%	3,328
0000196					
Vote Center	256	60.81%	165	39.19%	421
Vote by Mail	1,566	66.02%	806	33.98%	2,372
Total	1,822	65.23%	971	34.77%	2,793
0000197					
Vote Center	229	55.31%	185	44.69%	414
Vote by Mail	2,056	61.97%	1,262	38.03%	3,318
Total	2,285	61.23%	1,447	38.77%	3,732
0000198					
Vote Center	239	53.11%	211	46.89%	450
Vote by Mail	2,241	61.84%	1,383	38.16%	3,624
Total	2,480	60.87%	1,594	39.13%	4,074
0000199					
Vote Center	456	63.42%	263	36.58%	719
Vote by Mail	2,886	63.67%	1,647	36.33%	4,533
Total	3,342	63.63%	1,910	36.37%	5,252
0000200					
Vote Center	1	100.00%	0	0.00%	1
Vote by Mail	4	44.44%	5	55.56%	9
Total	5	50.00%	5	50.00%	10
0000201					
Vote Center	31	59.62%	21	40.38%	52
Vote by Mail	257	59.35%	176	40.65%	433
Total	288	59.38%	197	40.62%	485



Precinct	Times Cast	Registered Voters
0000202		
Vote Center	65	516
Vote by Mail	379	516
Total	444	516
0000203		
Vote Center	393	3,678
Vote by Mail	2,799	3,678
Total	3,192	3,678
0000209		
Vote Center	255	2,174
Vote by Mail	1,625	2,174
Total	1,880	2,174
0000210		
Vote Center	0	0
Vote by Mail	0	0
Total	0	0
0000211		
Vote Center	123	1,221
Vote by Mail	992	1,221
Total	1,115	1,221
0000212		
Vote Center	3	25
Vote by Mail	22	25
Total	25	25
Electionwide - Total	118,739	141,724
Countywide - Total	118,739	141,724

Precinct	Bonds-Yes		Bonds-No		Total Votes
0000202					
Vote Center	31	56.36%	24	43.64%	55
Vote by Mail	168	49.41%	172	50.59%	340
Total	199	50.38%	196	49.62%	395
0000203					
Vote Center	187	52.09%	172	47.91%	359
Vote by Mail	1,298	50.41%	1,277	49.59%	2,575
Total	1,485	50.61%	1,449	49.39%	2,934
0000209					
Vote Center	103	43.10%	136	56.90%	239
Vote by Mail	744	48.79%	781	51.21%	1,525
Total	847	48.02%	917	51.98%	1,764
0000210					
Vote Center	0		0		0
Vote by Mail	0		0		0
Total	0		0		0
0000211					
Vote Center	56	49.56%	57	50.44%	113
Vote by Mail	435	46.93%	492	53.07%	927
Total	491	47.21%	549	52.79%	1,040
0000212					
Vote Center	1	33.33%	2	66.67%	3
Vote by Mail	12	54.55%	10	45.45%	22
Total	13	52.00%	12	48.00%	25
Electionwide - Total	64,644	60.27%	42,610	39.73%	107,254
Countywide - Total	64,644	60.27%	42,610	39.73%	107,254