

LEMOORE

CALIFORNIA

LEMOORE CITY COUNCIL
COUNCIL CHAMBER
429 C STREET
August 20, 2019

AGENDA

Please silence all electronic devices as a courtesy to those in attendance. Thank you.

PUBLIC COMMENT

This time is reserved for members of the audience to address the City Council on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Council. It is recommended that speakers limit their comments to 3 minutes each and it is requested that no comments be made during this period on items on the Agenda. The Council is prohibited by law from taking any action on matters discussed that are not on the Agenda. Prior to addressing the Council, any handouts for Council will be provided to the City Clerk for distribution to the Council and appropriate staff.

5:30 pm STUDY SESSION

SS-1 Applicants for Cannabis Retail (Olson)

CLOSED SESSION

No Closed Session

ADJOURNMENT

7:30 pm REGULAR SESSION

- a. CALL TO ORDER
- b. INVOCATION
- c. PLEDGE OF ALLEGIANCE
- d. ROLL CALL
- e. AGENDA APPROVAL, ADDITIONS, AND/OR DELETIONS

PUBLIC COMMENT

This time is reserved for members of the audience to address the City Council on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Council. It is recommended that speakers limit their comments to three (3) minutes each and it is requested that no comments be made during this period on items on the Agenda. The Council is prohibited by law from taking any action on matters discussed that are not on the Agenda. Prior to addressing the Council, any handouts for Council will be provided to the City Clerk for distribution to the Council and appropriate staff.

CEREMONIAL / PRESENTATION – Section 1

No Ceremonial / Presentation

DEPARTMENT AND CITY MANAGER REPORTS – Section 2

2-1 Department & City Manager Reports

CONSENT CALENDAR – Section 3

Items considered routine in nature are placed on the Consent Calendar. They will all be considered and voted upon in one vote as one item unless a Council member or member of the public requests individual consideration.

- 3-1 Approval – Minutes – Regular Meeting – August 6, 2019
- 3-2 Approval – San Joaquin Valley Air Pollution Control District Grant for GEM Carts
- 3-3 Approval – Agreement with The CrisCom Company for Governmental Affairs Consulting Services Including Lobbying, Grant Services, and Governmental Outreach with State of California and Federal Agencies
- 3-4 Approval – Train Depot Commercial Lease Agreement between the City of Lemoore and Valley Pure Lemoore, LLC
- 3-5 Approval – Chamber of Commerce Holiday Stroll Agreement
- 3-6 Approval – Establishment of Lemoore Police Department Professional Services Bargaining Unit and Recognition of Lemoore Police Officers Association as Exclusive Representative for said Bargaining Unit – Resolution 2019-36

PUBLIC HEARINGS – Section 4

Report, discussion and/or other Council action will be taken.

4-1 Public Hearing – Abatement of Public Nuisances (Rivera)

NEW BUSINESS – Section 5

Report, discussion and/or other Council action will be taken.

- 5-1 Report and Recommendation – Appointment of City Council Applicant for District E (Avalos)
- 5-2 Administration of Oath of Office – Newly Appointed Council Member (Avalos)
- 5-3 Report and Recommendation – City Council Reorganization – Election of Mayor and Mayor Pro Tem (Avalos)
- 5-4 Report and Recommendation – Voting Delegates for League of California Cities (Avalos)
- 5-5 Report and Recommendation – Cannabis Retailer Selection (Olson)

6-1 City Council Reports / Requests

Agendas for all City Council meetings are posted at least 72 hours prior to the meeting at the City Hall, 119 Fox St., Written communications from the public for the agenda must be received by the City Clerk's Office no less than seven (7) days prior to the meeting date. The City of Lemoore complies with the Americans with Disabilities Act (ADA of 1990). The Council Chamber is accessible to the physically disabled. Should you need special assistance, please call (559) 924-6744, at least 4 business days prior to the meeting.

I, Marisa Avalos, City Clerk for the City of Lemoore, declare under penalty of perjury that I posted the above City Council Agenda for the meeting of August 20, 2019 at City Hall, 119 Fox Street, Lemoore, CA on August 16, 2019.

Marisa Avalos, City Clerk



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6744

Staff Report

Item No: SS-1

To: Lemoore City Council

From: Nathan Olson, City Manager

Date: August 12, 2019

Meeting Date: August 20, 2019

Subject: Applicants for Cannabis Retail

Strategic Initiative:

- | | |
|--|---|
| <input type="checkbox"/> Safe & Vibrant Community | <input checked="" type="checkbox"/> Growing & Dynamic Economy |
| <input type="checkbox"/> Fiscally Sound Government | <input type="checkbox"/> Operational Excellence |
| <input type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> Not Applicable |

Proposed Motion:

Information Only.

Subject/Discussion:

Ordinance 2019-03 became effective on 8/2/2019. Staff had been working simultaneously on Development Agreements as required by the ordinance and are now going to selection for preliminary approval of Lemoore City Council. Each applicant will now present their proposal. Applications were received from the following: *(applications are listed in alphabetical order)*

Development Agreements

Cannatopia
Element 7
Humanity
Natural Healing Center
Valley Pure
Wellsona

Financial Consideration(s):

Additional funds to the general fund

- 5% of gross receipts from dispensary per DA
- 1% sales tax

Alternatives or Pros/Cons:

Information Only

Commission/Board Recommendation:

Not Applicable.

Staff Recommendation:

Information only

Attachments:

- ☐ Resolution:
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☒ Other

List: Development Agreements

Review:

- ☒ Asst. City Manager
- ☒ City Attorney
- ☒ City Clerk
- ☒ City Manager

Date:

8/14/19
8/15/19
8/16/19
8/12/19

DEVELOPMENT AGREEMENT

CITY OF LEMOORE

And

CANNATOPIA LEMOORE LLC

DEVELOPMENT AGREEMENT

This Development Agreement (“**Agreement**”) is entered into Effective _____ (“**Effective Date**”) between the City of Lemoore, a California charter city (“**City**”) and Cannatopia Lemoore, LLC, a California limited liability company (“**Developer**”), with respect to the following Recitals, which are a substantive part of this Agreement:

RECITALS

- A. Developer is owner or lessee of property located at 129 West D St., Lemoore, CA 93245, depicted in **Exhibit “A”** to this Agreement (“**Property**”), consisting of approximately 1 acre, which is designated Mixed Use pursuant to the City of Lemoore 2030 General Plan, and zoned Downtown Mixed Use, Core (DMX-1), consistent with this designated land use.
- B. Developer proposes to construct and operate on the Property a commercial cannabis operation in accordance with California's Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA” or the “Act”), as well as City’s Ordinance No. 2019-03 (“Ordinance”), as set forth in the City’s Municipal Code.
- C. It is the intent of the parties that this Agreement be contingent on Developer obtaining a commercial cannabis regulatory permit (“Regulatory Permit”) pursuant to the Ordinance.
- D. Developer represents that it is an experienced developer and/or operator of commercial cannabis operations or has otherwise contracted with experienced commercial developers, operators, contractors, and other professionals for the purposes of developing the Project on the Property. Developer acknowledges that it be responsible for all improvements to the Property necessary for the Project.
- E. Developer represents its intention to hire City residents whenever practicable to work in its commercial cannabis operations, and City encourages Developer to hire locally.
- F.

NOW, THEREFORE, pursuant to the authority contained in the California’s Development Agreement statutes (Government Code section 65864, et seq.), enacted pursuant to Article XI, Section 2 of the California Constitution, and in consideration of the foregoing recitals of fact, all of which are expressly incorporated into this Agreement, the mutual covenants set forth in this Agreement, the City and Developer agree as follows:

- I. Development of Property. Developer shall have the vested right, but not the obligation, to develop and operate the Property for a Commercial Cannabis Operation to the maximum extent allowed under MAUCRSA and the Ordinance, which includes both medical and adult use for a Commercial Cannabis Dispensary (“Project”). This Agreement shall not become effective

until the City approves a Regulatory Permit, and the use of the Property shall be limited by the Regulatory Permit.

II. Lawfulness of Activities. In entering into this Agreement and processing the Regulatory Permit, the City makes no guarantees or promises as to the lawfulness of the proposed commercial cannabis operations under State or federal law, and Developer is obligated to comply with all applicable state and local laws to the extent they do not conflict with this Agreement. To the fullest extent permitted by law, City shall not assume any liability whatsoever with respect to approving the Ordinance, a Regulatory Permit for Developer, or any other commercial cannabis operation approved by City.

III. Developer Representations. Developer represents and warrants that Developer, and/or principal members of Developer, is/are an experienced developer and operator with experience in cannabis operations, or has otherwise contracted with experienced commercial developers, architects, and/or other professionals for the purpose of developing the Property. The qualifications and identity of Developer and Developer's contractors are of particular concern to City, and because of such qualifications and identity, the City has entered into this Agreement with Developer. City has considered and relied upon Developer's representations and warranties in entering into this Agreement.

IV. Fees and Taxes. Developer shall pay to City the following fees and taxes:

A. Customary business license fees and any regulatory license fee that may be required as part of the Ordinance and Regulatory Permit.

B. An annual development agreement fee for the privilege of having the right to conduct a commercial cannabis operation in the City ("Development Agreement Fee"). The Development Agreement Fee shall equal five percent (5 %) of Gross Receipts of the commercial cannabis operations conducted on the Property.

1. For purposes of this section, "Gross Receipts" means the total amount of receipts actually received in accordance with GAAP or other comprehensive version of accounting in the course of business in a calendar year or calendar month from sales or the performance of acts or services for which charge is made or credit allowed. "Gross receipts" include all receipts, cash, credit, property received in lieu of cash, and any other valuable consideration taken in exchange for goods, services or other valuable consideration.
2. The Development Agreement Fee shall be paid monthly, within ten (10) calendar days after the last day of each month.
3. In exchange for paying the Development Agreement Fee, Developer shall not be required to pay the Revenue Raising Fee set forth in the Ordinance.

4. Guaranteed Fees: It is the intent of the parties that the Development Agreement Fees will amount to at least \$150,000 over the course of the first five years of operation. If, after five years of operating a Commercial Cannabis Dispensary at the Property, Developer has not remitted to the City at least \$150,000 in Development Agreement Fees, then within 30 days of receiving a written request for same from the City, Developer agrees to pay to the City the difference between the Development Agreement Fees actually paid and \$150,000.

D. If the City subsequently adopts a tax on Commercial Cannabis Dispensaries and that tax is approved by the voters, Developer shall pay the tax in lieu of the Development Agreement Fee once the City begins to collect the tax revenue, only if the voter-approved tax rate is lower than the Development Agreement Fee.

E. No Further Exactions: Aside from what is set forth in this Agreement, the City shall not impose any further exactions against Developer relating to the Project.

V. Compliance with Laws. Developer shall operate the commercial cannabis operation in conformity MAUCRSA and any implementing regulations, as they may be amended from time to time. Developer shall comply with all other applicable state and local laws, state labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, all other provisions of the Lemoore Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, California Government Code Section 4450, *et seq.*, California Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.* with respect to the existing and any proposed improvements on the Property.

VI. Term.

A. This Agreement shall commence on either the date of this Agreement's approval by the City Council or the date of the Regulatory Permit approval by the City, whichever comes later ("Effective Date") and end **ten (10)** years from the Effective Date, and it shall remain in full force and effect so long as the Property is used for a commercial cannabis facility; provided, however, such use is not abandoned for a period of more than one hundred and eighty (180) days. "Abandoned" shall mean cessation of all commercial cannabis activities associated with the Dispensary following the issuance of a certificate of occupancy.

B. This Agreement may be extended for one (1) additional **five (5)** year period following the expiration of the initial **ten (10)** year term upon the Developer providing written notice to the City no later than ninety (90) days before the expiration of the initial ten (10) year term that the Developer desires to extend this Agreement for an additional **five (5)** year period;

VII. Developer's Indemnity.

a. Commercial Cannabis Operations. Developer shall defend, indemnify, assume all responsibility for, and hold City and its officers, agents, employees, and volunteers, harmless from all claims, demands, damages, defense costs or liability of any kind or nature arising from or related to any State or federal law enforcement action against Developer, Developer's tenants, subtenants, licensees, contractors and employees ("**Developer Parties**") in connection with the commercial cannabis operation conducted on the Property ("**Cannabis Claims**"). Developer's indemnity shall not extend to any loss of revenue suffered or incurred by City in connection with any termination, cessation, restriction, seizure, or other limitation of any commercial cannabis operation on the Property.

b. Construction and Other Operations. In addition to the indemnity obligations of subsection (a), Developer shall defend, indemnify, assume all responsibility for, and hold City and its officers, agents, employees, and volunteers, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof, including all construction and operation activities on _____, and for any damages to property or injuries to persons, including accidental death (including attorneys' fees and costs), which may be caused by any acts or omissions of Developer Parties in the performance under this Agreement, whether such damage shall accrue or be discovered before or after termination of this Agreement ("**Other Claims**"). Developer's liability under this Subsection (b) shall not extend to damage caused by the negligence or willful misconduct of City or its agents or employees.

VIII. Restrictions on Transfer.

a. City Approval. Developer shall not transfer this Agreement or any of Developer's rights hereunder, directly or indirectly, voluntarily or by operation of law, without the prior written approval of the City Manager, and if so purported to be transferred, the same shall be null and void. In considering whether it will grant approval to any assignment by Developer of its rights hereunder, the City Manager shall consider factors such as (a) the financial strength and capability of the proposed assignee to perform Developer's obligations hereunder; and (b) the proposed assignee's experience and expertise in the planning, financing, development, ownership, and operation of similar projects.

b. Assignee Obligations. In the absence of specific written agreement with the City, no assignment or transfer by Developer of all or any portion of its rights shall be deemed to relieve it or any successor party from any obligations under this Agreement. In addition, no attempted assignment of any of Developer's obligations hereunder shall be effective unless and until the successor party executes and delivers to City an assumption agreement in a form reasonably approved by the City assuming such obligations.

IX. Defaults and Remedies. Failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein, following notice and failure to cure as described hereafter, constitutes a "**Default**" under this Agreement. A party claiming a

Default shall give written Notice of Default (“**Notice**”) to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party within fifteen (15) days from receipt of such Notice immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall diligently complete such cure, correction or remedy.

In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Kings, California, or in the United States District Court for the Eastern District of California – Fresno Division, if allowable.

X. General Provisions.

A. Notices, Demands, and Communications Between the Parties. Any approval, disapproval, demand, document or other notice (“Notice”) which either party may desire to give to the other party under this Agreement must be in writing and may be given by any commercially acceptable means to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice.

To City: _____

With a copy to: _____

Lozano Smith
7404 N. Spalding
Fresno, California 93720
Tel: (559) 431-5600
Fax: (559) 431-4420
Email: mlerner@lozanosmith.com

To Developer: _____, LLC

Tel: (____) ____ - ____
Fax: (____) ____ - ____
Email:

With a copy to: _____

Attn: _____
Tel: (____) ____-____
Fax: (____) ____-____
Email: _____

Any written notice, demand or communication shall be deemed received: immediately if delivered by hand; 24 hours after delivery to a receipted, overnight delivery service such as Federal Express; 24 hours after delivery by e-mail with an acknowledgement of receipt by the intended recipient; and on the fourth (4th) day from the date it is postmarked if delivered by registered or certified mail.

B. Successors and Assigns. All of the terms, covenants, and conditions of this Agreement shall be binding upon Developer and City, and their respective successors and assigns. Whenever the term "Developer" is used in this Agreement, such term shall include any other successors and assigns as herein provided. This Agreement shall run with the land and be binding upon Developer's successors and assigns in and to _____ and upon City's successors and assigns in and to _____A.

C. Relationship Between City and Developer. It is hereby acknowledged that the relationship between City and Developer is not that of a partnership or joint venture and that City and Developer shall not be deemed or construed for any purpose to be the agent of the other. Except as expressly provided herein or in the Attachments hereto, City shall not have any rights, powers, duties or obligations with respect to the Project.

D. No Third-Party Beneficiaries. There shall be no third-party beneficiaries of this Agreement.

E. City Approvals and Actions. City shall maintain authority over this Agreement, and the authority to implement this Agreement through the City Manager (or his/her duly authorized representative). The City Manager shall have the authority to make approvals, issue interpretations, waive provisions, and/or enter into certain amendments of this Agreement on behalf of City so long as such actions do not materially or substantially change the uses or development contemplated under this Agreement, and such approvals, interpretations, waivers and/or amendments may include extensions of time to perform if applicable. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the City Council.

F. Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. This Agreement shall be executed in two (2) originals, each of which is deemed to be an original.

G. Integration. This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement, notwithstanding any previous

negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. This Agreement includes all Attachments and Exhibits attached hereto, which are incorporated herein.

H. Interpretation and Applicable Law. This Agreement has been prepared with input from both parties, and shall be interpreted as though prepared jointly by both parties. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

I. No Waiver. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. Nor shall a waiver by either party of a breach of any of the covenants, conditions or promises under this Agreement to be performed by the other party be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

J. Modifications. For any alteration, change or modification of or to this Agreement to become effective, it shall be made in writing and in each instance signed on behalf of each party.

K. Legal Advice. Each party represents and warrants to the other the following: They have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

L. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

M. Non-Liability of Officials and Employees of the City. No official, employee or agent of the City shall be personally liable to the Developer, or any successor in interest, in the event of any Default or breach by the City or for any amount which may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

N. Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

O. Memorandum of Agreement. The Parties shall record against the Property a Short Form Memorandum of this Agreement ("**Short Form Memorandum**") summarizing the essential terms. The Short Form memorandum shall be recorded no later than Closing.

IN WITNESS WHEREOF, the City and the Developer have executed this Disposition and Development Agreement as of the date set forth above.

_____, President

Date: _____

_____, Vice President

Date: _____

_____, Secretary and Treasurer

Date: _____

CITY OF LEMOORE

_____, City Manager

Date: _____

ATTEST:

_____, City Clerk

Date: _____

J:\wdocs\01943\196\AGT\00678307.DOC

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF PARCEL 4

[See Attached]

DEVELOPMENT AGREEMENT

CITY OF LEMOORE

AND

E7 LEMOORE, LLC

DEVELOPMENT AGREEMENT

This Development Agreement (“**Agreement**”) is entered into Effective July 21, 2019 (“**Effective Date**”) between the City of Lemoore, a California charter city (“**City**”) and E7 Lemoore, LLC, a California Limited Liability Company (“**Developer**”), with respect to the following Recitals, which are a substantive part of this Agreement:

RECITALS

A. Developer is the owner of certain real property (“**Property**”) at 325 E Street, Lemoore, CA 93230 (APN 02-005-400-5000), depicted in **Exhibit “A”** to this Agreement, consisting of approximately 6,448 square feet, which is designated DMX-1 pursuant to the City of Lemoore 2030 General Plan, and zoned consistent with this designated land use.

B. Developer proposes to construct and operate on the Property a commercial cannabis operation in accordance with California's Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA” or the “Act”), as well as City’s Ordinance No. 2019-03 (“Ordinance”), as set forth in the City’s Municipal Code.

C. It is the intent of the parties that this Agreement be contingent on Developer obtaining a commercial cannabis regulatory permit (“Regulatory Permit”) pursuant to the Ordinance.

D. Developer represents that it is an experienced developer and/or operator of commercial cannabis operations or has otherwise contracted with experienced commercial developers, operators, contractors, and other professionals for the purposes of developing the Project on the Property. Developer acknowledges that it be responsible for all improvements to the Leased Property necessary for the Project.

E. Developer represents its intention to hire City residents whenever practicable to work in its commercial cannabis operations, and City encourages Developer to hire locally.

NOW, THEREFORE, pursuant to the authority contained in the California’s Development Agreement statutes (Government Code section 65864, et seq.), enacted pursuant to Article XI, Section 2 of the California Constitution, and in consideration of the foregoing recitals of fact, all of which are expressly incorporated into this Agreement, the mutual covenants set forth in this Agreement, the City and Developer agree as follows:

I. Development of Property. Developer proposes to develop and operate the Property for a Commercial Cannabis Operation to the maximum extent allowed under MAUCRSA and the Ordinance, which includes both medical and adult use for nursery, cultivation, processing, manufacturing, distribution, and non-storefront delivery. For this to happen, City must approve a Regulatory Permit. The exact Commercial Cannabis Operation to be approved for the Leased Property will be determined during the Regulatory Permit process, but shall be consistent with the terms and conditions of this Agreement.

II. Lawfulness of Activities. In entering into this Agreement and processing the Regulatory Permit, the City makes no guarantees or promises as to the lawfulness of the proposed commercial cannabis operations under State or federal law, and Developer is obligated to comply with all applicable laws. To the fullest extent permitted by law, City shall not assume any liability whatsoever with respect to approving the Ordinance, a Regulatory Permit for Developer, or any other commercial cannabis operation approved by City.

III. Developer Representations. Developer represents and warrants that Developer, and/or principal members of Developer, is/are an experienced developer and operator of commercial properties with experience in cannabis operations, or has otherwise contracted with experienced commercial developers, architects, and/or other professionals for the purpose of developing the Property. The qualifications and identity of Developer and Developer's contractors are of particular concern to City, and because of such qualifications and identity, the City has entered into this Agreement with Developer. City has considered and relied upon Developer's representations and warranties in entering into this Agreement.

IV. Fees and Taxes. Developer shall pay to City the following fees and taxes:

A. Customary business license fees and any regulatory license fee that may be required as part of the Ordinance and Regulatory Permit.

B. An annual revenue raising fee for the privilege of having the right to conduct a commercial cannabis operation in the City ("Revenue Raising Fee"). The Revenue Raising Fee shall be:

1. Manufacturing: Fifteen Dollars (\$15.00) a square foot of the Commercial Cannabis Operation, with a minimum fee of Forty Five Thousand Dollars (\$45,000.00).
2. Cultivation (excluding Nurseries): Six Dollars (\$6.00) a cubic foot of the cultivation.
3. Nurseries: Two Dollars (\$2.00) per square foot of the cultivation.
4. Other Non-Dispensary Commercial Cannabis Operations: Ten Dollars (\$10.00) per square foot for the first 3,000 square feet of the Commercial Cannabis Operation, Eight Dollars (\$8.00) a square foot for additional square footage in the amount of 3,001 to 5,000 square feet, and Six Dollars (\$6.00) a square foot for any additional square footage over 5,000 square feet.

(b) Dispensaries. Five percent (5.25%) of gross sales revenues.

The square footage calculation shall be determined by including all portions of the Premises under Developer's control and deducting therefrom driveways, sidewalks, landscaping, vacant unused space, areas used exclusively for office space, employee break rooms, restrooms, and storage space unrelated to the commercial cannabis operation (such as a janitorial closet). The total under-canopy square footage shall be included in the square footage calculation.

C. If more than one commercial cannabis operation operates on the Property, whether within a single building or multiple buildings, each Regulatory Permit holder shall be responsible for paying the Revenue Raising Fee. The Revenue Raising Fee shall be payable in advance, in not less than quarterly installments, with the first quarterly payment due prior to issuance of a certificate of occupancy. The first payment shall not be prorated, and in no event shall the first payment be less than the equivalent of one full quarterly payment. All quarterly payments shall be received by the City before the end of the quarter.

D. If the City subsequently adopts a tax on commercial cannabis operations and that tax is approved by the voters, Developer shall pay the tax in lieu of the Revenue Raising Fee once the City begins to collect the tax revenue.

E. The requirements of this Section shall be a recorded covenant running with the land and binding on all owners, tenants, and Regulatory Permit holders for the Property.

V. Compliance with Laws. Developer shall operate the commercial cannabis operation in conformity MAUCRSA and any implementing regulations, as they may be amended from time to time. Developer shall comply with all other applicable laws, state labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, all other provisions of the Lemoore Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, California Government Code Section 4450, *et seq.*, California Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.* with respect to the existing and any proposed improvements on the Property.

VI. Developer's Indemnity.

a. Commercial Cannabis Operations. Developer shall defend, indemnify, assume all responsibility for, and hold City and its officers, agents, employees, and volunteers, harmless from all claims, demands, damages, defense costs or liability of any kind or nature arising from or related to any State or federal law enforcement action against Developer, Developer's tenants, subtenants, licensees, contractors and employees ("**Developer Parties**") in connection with the commercial cannabis operation conducted on the Property after Closing ("**Cannabis Claims**"). Developer's indemnity shall not extend to any loss of revenue suffered or incurred by City in connection with any termination, cessation, restriction, seizure, or other limitation of any commercial cannabis operation on the Property.

b. Construction and Other Operations. In addition to the indemnity obligations of subsection (a), Developer shall defend, indemnify, assume all responsibility for, and hold City and its officers, agents, employees, and volunteers, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof, including all construction and operation activities on 325 E Street, Lemoore, CA 93230, and for any damages to property or injuries to persons, including accidental death (including attorneys' fees and costs), which may be caused by any acts or omissions of Developer Parties in the performance under this Agreement, whether such damage shall accrue or be discovered before or after termination of this Agreement ("**Other Claims**"). Developer's liability under this Subsection (b) is limited to the extent the property damage or bodily injury is caused by the sole negligence or willful misconduct of City or its agents or employees.

VII. Restrictions on Transfer.

a. City Approval Prior to Closing. Prior to acquisition of the Property, Developer shall not transfer this Agreement or any of Developer's rights hereunder, directly or indirectly, voluntarily or by operation of law, without the prior written approval of City, and if so purported to be transferred, the same shall be null and void. In considering whether it will grant approval to any assignment by Developer of its rights hereunder, City shall consider factors such as (a) the financial strength and capability of the proposed assignee to perform Developer's obligations hereunder; and (b) the proposed assignee's experience and expertise in the planning, financing, development, ownership, and operation of similar projects.

b. Assignee Obligations. In the absence of specific written agreement by City, no assignment or transfer by Developer of all or any portion of its rights shall be deemed to relieve it or any successor party from any obligations under this Agreement. In addition, no attempted assignment of any of Developer's obligations hereunder shall be effective unless and until the successor party executes and delivers to City an assumption agreement in a form reasonably approved by the City assuming such obligations.

VIII. Defaults and Remedies. Failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein, following notice and failure to cure as described hereafter, constitutes a "**Default**" under this Agreement. A party claiming a Default shall give written Notice of Default ("**Notice**") to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party within fifteen (15) days from receipt of such Notice immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall diligently complete such cure, correction or remedy.

In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover

damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Kings, California, or in the United States District Court for the Eastern District of California – Fresno Division, if allowable.

IX. General Provisions.

A. Notices, Demands, and Communications Between the Parties. Any approval, disapproval, demand, document or other notice (“Notice”) which either party may desire to give to the other party under this Agreement must be in writing and may be given by any commercially acceptable means to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice.

To City: _____

With a copy to: _____

Lozano Smith
7404 N. Spalding
Fresno, California 93720
Tel: (559) 431-5600
Fax: (559) 431-4420
Email: mlerner@lozanosmith.com

To Developer: Attention: Robert DiVito
E7 Lemoore, LLC
8033 Sunset Blvd., #987
Los Angeles, CA 90046
Tel: (312) 823-7638
Email: robert@element7.co

With a copy to: Sheila Merchant
4612 Glencoe Ave, Unit 4
Marina Del Rey, CA 90292
Tel: (248) 703-5465
Email: Sheila.merchant@gmail.com

Any written notice, demand or communication shall be deemed received: immediately if delivered by hand; 24 hours after delivery to a receipted, overnight delivery service such as Federal Express; 24 hours after delivery by e-mail with an acknowledgement of receipt by the intended recipient; and on the fourth (4th) day from the date it is postmarked if delivered by registered or certified mail.

B. Successors and Assigns. All of the terms, covenants, and conditions of this Agreement shall be binding upon Developer and City, and their respective successors and assigns. Whenever the term “Developer” is used in this Agreement, such term shall include any other successors and assigns as herein provided. This Agreement shall run with the land and be binding upon Developer’s successors and assigns in and to E7 Lemoore LLC and upon City’s successors and assigns.

C. Relationship Between City and Developer. It is hereby acknowledged that the relationship between City and Developer is not that of a partnership or joint venture and that City and Developer shall not be deemed or construed for any purpose to be the agent of the other. Except as expressly provided herein or in the Attachments hereto, City shall not have any rights, powers, duties or obligations with respect to the Project.

D. No Third-Party Beneficiaries. There shall be no third-party beneficiaries of this Agreement.

E. City Approvals and Actions. City shall maintain authority over this Agreement, and the authority to implement this Agreement through the City Manager (or his/her duly authorized representative). The City Manager shall have the authority to make approvals, issue interpretations, waive provisions, and/or enter into certain amendments of this Agreement on behalf of City so long as such actions do not materially or substantially change the uses or development contemplated under this Agreement, and such approvals, interpretations, waivers and/or amendments may include extensions of time to perform if applicable. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the City Council.

F. Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. This Agreement shall be executed in two (2) originals, each of which is deemed to be an original.

G. Integration. This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party’s own independent investigation of any and all facts such party deems material. This Agreement includes all Attachments and Exhibits attached hereto, which are incorporated herein.

H. Interpretation and Applicable Law. This Agreement has been prepared with input from both parties, and shall be interpreted as though prepared jointly by both parties. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

I. No Waiver. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. Nor shall a waiver by either party of a breach of any of the covenants, conditions or promises under this Agreement to be performed by the other party be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

J. Modifications. For any alteration, change or modification of or to this Agreement to become effective, it shall be made in writing and in each instance signed on behalf of each party.

K. Legal Advice. Each party represents and warrants to the other the following: They have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

L. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

M. Non-Liability of Officials and Employees of the City. No official, employee or agent of the City shall be personally liable to the Developer, or any successor in interest, in the event of any Default or breach by the City or for any amount which may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

N. Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

O. Memorandum of Agreement. The Parties shall record against 349 West D Street, Lemoore, CA a Short Form Memorandum of this Agreement ("**Short Form Memorandum**") summarizing the essential terms. The Short Form memorandum shall be recorded no later than Closing.

IN WITNESS WHEREOF, the City and the Developer have executed this Disposition and Development Agreement as of the date set forth above.

E7 LEMOORE LLC

Robert DiVito
Founder, President and CEO

Date: July 21, 2019

CITY OF LEMOORE

_____, City Manager

Date: _____

ATTEST:

_____, City Clerk

Date: _____

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF PARCEL

The property at 325 E Street, Lemoore, CA is known as APN 02-005-400-5000, zoned DMX-1.

DEVELOPMENT AGREEMENT
CITY OF LEMOORE
AND
HUMANITY HOLDINGS INC.

DEVELOPMENT AGREEMENT

This Development Agreement (“**Agreement**”) is entered into Effective August 20, 2019 (“**Effective Date**”) between the City of Lemoore, a California charter city (“**City**”) and Humanity Holdings, Inc., a California Corporation (“**Developer**”), with respect to the following Recitals, which are a substantive part of this Agreement:

RECITALS

A. Developer will be the owner of certain real property (“**Property**”) at 323 Heinlen Street, Lemoore, CA 93245 or 325 E. Street Lemoore, CA. 93245, as depicted in **Exhibit “A”** to this Agreement, consisting of approximately 0.2 acres, which is designated DMX-1 pursuant to the City of Lemoore 2030 General Plan, and zoned consistent with this designated land use, upon being granted license to conduct its commercial cannabis operation in the city of Lemoore.

B. Developer proposes to construct and operate on the Property a commercial cannabis operation in accordance with California’s Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA” or the “Act”), as well as City’s Ordinance No. 2019-03 (“Ordinance”), as set forth in the City’s Municipal Code.

C. Developer proposes to provide the Public Benefit, as depicted in **Exhibit “B”** to this agreement, upon being granted license to conduct its commercial cannabis operation in the city of Lemoore.

D. It is the intent of the parties that this Agreement be contingent on Developer obtaining a commercial cannabis regulatory permit (“Regulatory Permit”) pursuant to the Ordinance.

E. Developer represents that it is an experienced developer and/or operator of commercial cannabis operations or has otherwise contracted with experienced commercial developers, operators, contractors, and other professionals for the purposes of developing the Project on the Property. Developer acknowledges that it be responsible for all improvements to the Leased Property necessary for the Project.

F. Developer represents its intention to hire City residents whenever practicable to work in its commercial cannabis operations, and City encourages Developer to hire locally.

NOW, THEREFORE, pursuant to the authority contained in the California’s Development Agreement statutes (Government Code section 65864, et seq.), enacted pursuant to Article XI, Section 2 of the California Constitution, and in consideration of the foregoing recitals of fact, all of which are expressly incorporated into this Agreement, the mutual covenants set forth in this Agreement, the City and Developer agree as follows:

I. Development of Property. Developer proposes to develop and operate the Property for a Commercial Cannabis Operation to the maximum extent allowed under MAUCRSA and the

Ordinance, which includes both medical and adult use for nursery, cultivation, processing, manufacturing, distribution, and non-storefront delivery. For this to happen, City must approve a Regulatory Permit. The exact Commercial Cannabis Operation to be approved for the Leased Property will be determined during the Regulatory Permit process, but shall be consistent with the terms and conditions of this Agreement.

II. Lawfulness of Activities. In entering into this Agreement and processing the Regulatory Permit, the City makes no guarantees or promises as to the lawfulness of the proposed commercial cannabis operations under State or federal law, and Developer is obligated to comply with all applicable laws. To the fullest extent permitted by law, City shall not assume any liability whatsoever with respect to approving the Ordinance, a Regulatory Permit for Developer, or any other commercial cannabis operation approved by City.

III. Developer Representations. Developer represents and warrants that Developer, and/or principal members of Developer, is/are an experienced developer and operator of commercial properties with experience in cannabis operations, or has otherwise contracted with experienced commercial developers, architects, and/or other professionals for the purpose of developing the Property. The qualifications and identity of Developer and Developer's contractors are of particular concern to City, and because of such qualifications and identity, the City has entered into this Agreement with Developer. City has considered and relied upon Developer's representations and warranties in entering into this Agreement.

IV. Fees. Developer shall pay to City the following fees and taxes:

A. Customary business license fees and any regulatory license fee that may be required as part of the Ordinance and Regulatory Permit.

B. An annual revenue raising fee for the privilege of having the right to conduct a commercial cannabis operation in the City ("Revenue Raising Fee"). The Revenue Raising Fee shall be:

1. Other Non-Dispensary Commercial Cannabis Operations: Ten Dollars (\$10.00) per square foot for the first 3,000 square feet of the Commercial Cannabis Operation, Eight Dollars (\$8.00) a square foot for additional square footage in the amount of 3,001 to 5,000 square feet, and Six Dollars (\$6.00) a square foot for any additional square footage over 5,000 square feet.

(a) Dispensaries. Five percent (5%) of gross sales revenues.

(b) Multiple Cannabis Operations. If more than one Commercial Cannabis Operation operates on the Premises, whether within a single building or multiple buildings, each Regulatory Permit holder shall be responsible for paying the Revenue Raising Fee.

The square footage calculation shall be determined by including all portions of the Premises under Developer's control and deducting therefrom driveways, sidewalks, landscaping, vacant unused space, areas used exclusively for office space, employee break rooms, restrooms, and storage space unrelated to the commercial cannabis operation (such as a janitorial closet). The total under-canopy square footage shall be included in the square footage calculation.

C. If more than one commercial cannabis operation operates on the Property, whether within a single building or multiple buildings, each Regulatory Permit holder shall be responsible for paying the Revenue Raising Fee. The Revenue Raising Fee shall be payable in advance, in not less than quarterly installments, with the first quarterly payment due prior to issuance of a certificate of occupancy. The first payment shall not be prorated, and in no event shall the first payment be less than the equivalent of one full quarterly payment. All quarterly payments shall be received by the City before the end of the quarter.

D. If the City subsequently adopts a tax on commercial cannabis operations and that tax is approved by the voters, Developer shall pay the tax in lieu of the Revenue Raising Fee once the City begins to collect the tax revenue.

E. The requirements of this Section shall be a recorded covenant running with the land and binding on all owners, tenants, and Regulatory Permit holders for the Property.

V. Compliance with Laws. Developer shall operate the commercial cannabis operation in conformity MAUCRSA and any implementing regulations, as they may be amended from time to time. Developer shall comply with all other applicable laws, state labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, all other provisions of the Lemoore Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, California Government Code Section 4450, *et seq.*, California Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.* with respect to the existing and any proposed improvements on the Property.

VI. Developer's Indemnity.

a. Commercial Cannabis Operations. Developer shall defend, indemnify, assume all responsibility for, and hold City and its officers, agents, employees, and volunteers, harmless from all claims, demands, damages, defense costs or liability of any kind or nature arising from or related to any State or federal law enforcement action against Developer, Developer's tenants, subtenants, licensees, contractors and employees ("**Developer Parties**") in connection with the commercial cannabis operation conducted on the Property after Closing ("**Cannabis Claims**"). Developer's indemnity shall not extend to any loss of revenue suffered or incurred by City in connection with any termination, cessation, restriction, seizure, or other limitation of any commercial cannabis operation on the Property.

b. Construction and Other Operations. In addition to the indemnity obligations of subsection (a), Developer shall defend, indemnify, assume all responsibility for, and hold City and its officers, agents, employees, and volunteers, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof, including all construction and operation activities on 323 Heinlen Street, Lemoore, CA 93245, and for any damages to property or injuries to persons, including accidental death (including attorneys' fees and costs), which may be caused by any acts or omissions of Developer Parties in the performance under this Agreement, whether such damage shall accrue or be discovered before or after termination of this Agreement ("**Other Claims**"). Developer's liability under this Subsection (b) is limited to the extent the property damage or bodily injury is caused by the sole negligence or willful misconduct of City or its agents or employees.

VII. Restrictions on Transfer.

a. City Approval Prior to Closing. Prior to acquisition of the Property, Developer shall not transfer this Agreement or any of Developer's rights hereunder, directly or indirectly, voluntarily or by operation of law, without the prior written approval of City, and if so purported to be transferred, the same shall be null and void. In considering whether it will grant approval to any assignment by Developer of its rights hereunder, City shall consider factors such as (a) the financial strength and capability of the proposed assignee to perform Developer's obligations hereunder; and (b) the proposed assignee's experience and expertise in the planning, financing, development, ownership, and operation of similar projects.

b. Assignee Obligations. In the absence of specific written agreement by City, no assignment or transfer by Developer of all or any portion of its rights shall be deemed to relieve it or any successor party from any obligations under this Agreement. In addition, no attempted assignment of any of Developer's obligations hereunder shall be effective unless and until the successor party executes and delivers to City an assumption agreement in a form reasonably approved by the City assuming such obligations.

VIII. Defaults and Remedies. Failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein, following notice and failure to cure as described hereafter, constitutes a "**Default**" under this Agreement. A party claiming a Default shall give written Notice of Default ("**Notice**") to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party within fifteen (15) days from receipt of such Notice immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall diligently complete such cure, correction or remedy.

In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Kings, California, or in the United States District Court for the Eastern District of California – Fresno Division, if allowable.

IX. General Provisions.

A. Notices, Demands, and Communications Between the Parties. Any approval, disapproval, demand, document or other notice (“Notice”) which either party may desire to give to the other party under this Agreement must be in writing and may be given by any commercially acceptable means to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice.

To City: _____

With a copy to: _____

Lozano Smith
7404 N. Spalding
Fresno, California 93720
Tel: (559) 431-5600
Fax: (559) 431-4420
Email: mlerner@lozanosmith.com

To Developer: _____

James Schmachtenberger
Humanity Holdings, Inc., LLC
5938 Priestly Dr. Suite 200
Carlsbad, CA 92008
Tel: (858) 863-3839
Email: james@neurohacker.com

With a copy to: _____

Attn: _____

Tel: (____) ____-____

Fax: (____) ____-____

Email: _____

Any written notice, demand or communication shall be deemed received: immediately if delivered by hand; 24 hours after delivery to a receipted, overnight delivery service such as Federal Express; 24 hours after delivery by e-mail with an acknowledgement of receipt by the intended recipient; and on the fourth (4th) day from the date it is postmarked if delivered by registered or certified mail.

B. Successors and Assigns. All of the terms, covenants, and conditions of this Agreement shall be binding upon Developer and City, and their respective successors and assigns. Whenever the term “Developer” is used in this Agreement, such term shall include any other successors and assigns as herein provided. This Agreement shall run with the land and be binding upon Developer’s successors and assigns in and to _____ and upon City’s successors and assigns in and to _____A.

C. Relationship Between City and Developer. It is hereby acknowledged that the relationship between City and Developer is not that of a partnership or joint venture and that City and Developer shall not be deemed or construed for any purpose to be the agent of the other. Except as expressly provided herein or in the Attachments hereto, City shall not have any rights, powers, duties or obligations with respect to the Project.

D. No Third-Party Beneficiaries. There shall be no third-party beneficiaries of this Agreement.

E. City Approvals and Actions. City shall maintain authority over this Agreement, and the authority to implement this Agreement through the City Manager (or his/her duly authorized representative). The City Manager shall have the authority to make approvals, issue interpretations, waive provisions, and/or enter into certain amendments of this Agreement on behalf of City so long as such actions do not materially or substantially change the uses or development contemplated under this Agreement, and such approvals, interpretations, waivers and/or amendments may include extensions of time to perform if applicable. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the City Council.

F. Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. This Agreement shall be executed in two (2) originals, each of which is deemed to be an original.

G. Integration. This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party’s own independent investigation of

any and all facts such party deems material. This Agreement includes all Attachments and Exhibits attached hereto, which are incorporated herein.

H. Interpretation and Applicable Law. This Agreement has been prepared with input from both parties, and shall be interpreted as though prepared jointly by both parties. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

I. No Waiver. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. Nor shall a waiver by either party of a breach of any of the covenants, conditions or promises under this Agreement to be performed by the other party be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

J. Modifications. For any alteration, change or modification of or to this Agreement to become effective, it shall be made in writing and in each instance signed on behalf of each party.

K. Legal Advice. Each party represents and warrants to the other the following: They have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

L. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

M. Non-Liability of Officials and Employees of the City. No official, employee or agent of the City shall be personally liable to the Developer, or any successor in interest, in the event of any Default or breach by the City or for any amount which may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

N. Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

O. Memorandum of Agreement. The Parties shall record against Humanity Holdings Inc. a Short Form Memorandum of this Agreement (“**Short Form Memorandum**”) summarizing the essential terms. The Short Form memorandum shall be recorded no later than Closing.

IN WITNESS WHEREOF, the City and the Developer have executed this Disposition and Development Agreement as of the date set forth above.

Date: _____

_____, President

Date: _____

_____, Vice President

Date: _____

_____, Secretary and Treasurer

CITY OF LEMOORE

Date: _____

_____, City Manager

ATTEST:

Date: _____

_____, City Clerk

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF PARCEL

Note: Terms on property agreed with ultimate sale contingent upon city license approval (323 Heinlen Street, Lemoore, CA 93245).



Humanity Holdings, Inc. has a legal option to buy 325 E. Street, Lemoore, CA 93245 should it receive city approval for its dispensary license and the other applicant referencing this property fail to secure approval. This would give Humanity Holdings, Inc. the preferred choice 325 E. Street for the operation of its dispensary, with the back-up location 323 Heinlen Street, Lemoore, CA 93245.



EXHIBIT B

PUBLIC BENEFIT: CITY OF LEMOORE

Humanity Holdings, Inc. is committed to be a meaningful contributor to the city of Lemoore through professionally running its business operations in a manner that generates city tax revenue without negative externalities. As an additional demonstration of its good faith, Humanity Holdings, Inc. is committing the following two additional benefits to the Lemoore community upon approval of its business license:

1. **City Monuments-** Humanity Holdings, Inc. will fully fund the cost of the following at the discretion of the city:
 - Two (2) city monument signs to be located at key entrances to the city.
 - Up to three (3) directional signs directing traffic to and around the downtown area.
2. **Fox Street Beautification-** Humanity Holdings, Inc., will fund the cost of initial dryscape and shrubs, as mutually agreed, for the key stretch of Fox Street between W. Hanford Armona Road and Cinnamon Drive.

DEVELOPMENT AGREEMENT
CITY OF LEMOORE
AND
NHC LEMOORE, LLC

DEVELOPMENT AGREEMENT

This Disposition and Development Agreement (“**Agreement**”) is entered into Effective August __, 2019 (“**Effective Date**”) between the City of Lemoore, a California charter city (“**City**”) and NHC Lemoore, LLC , a California limited liability company (“**Developer**”), with respect to the following Recitals, which are a substantive part of this Agreement:

RECITALS

A. Developer is the owner of certain real property (collectively “**Property**”) at 338 West D Street, Lemoore, California (APNs 020-054-014 and 020-054-002), and more particularly described in **Exhibit “A”** to this Agreement. The Property is designated Mixed Use pursuant to the City of Lemoore 2030 General Plan, and is zoned Downtown Mixed Use, Core (DMX-1), consistent with this General Plan designation.

B. Developer proposes to remodel the existing building on the property for the purpose of operating a commercial cannabis retail store and delivery operation (“**Project**”) in accordance with California's Medicinal and Adult-Use Cannabis Regulation and Safety Act (“**MAUCRSA**” or the “**Act**”), as well as City’s Ordinance No. 2019-03 (“**Ordinance**”), as set forth in the City’s Municipal Code.

C. This Agreement is contingent on Developer obtaining a commercial cannabis regulatory permit (“**Regulatory Permit**”) pursuant to the Ordinance.

D. Developer represents that its principals are experienced developers and/or operators of commercial cannabis operations or have otherwise contracted with experienced commercial developers, operators, contractors, and other professionals for the purposes of developing the Project on the Property. Developer acknowledges that it be responsible for all improvements to the Property necessary for the Project.

E. Developer represents its intention to use reasonable efforts to hire City residents to work in its commercial cannabis operations, and City encourages Developer to hire locally.

NOW, THEREFORE, pursuant to the authority contained in the California’s Development Agreement statutes (Government Code section 65864, et seq.), enacted pursuant to Article XI, Section 2 of the California Constitution, and in consideration of the foregoing recitals of fact, all of which are expressly incorporated into this Agreement, the mutual covenants set forth in this Agreement, the City and Developer agree as follows:

I. **Development of Property.** Developer proposes to develop and operate the Property for a Commercial Cannabis Operation to the extent commercially reasonable and as allowed under MAUCRSA and the Ordinance, which includes both (i) cannabis retail storefront and (ii) cannabis delivery. For this to happen, City must approve a Regulatory Permit. The exact Commercial Cannabis Operation to be approved for the Leased Property will be determined

during the Regulatory Permit process, but shall be consistent with the terms and conditions of this Agreement.

II. **Lawfulness of Activities.** In entering into this Agreement and processing the Regulatory Permit, the City makes no guarantees or promises as to the lawfulness of the proposed commercial cannabis operations under State or federal law, and Developer is obligated to comply with all applicable laws. To the fullest extent permitted by law, City shall not assume any liability whatsoever with respect to approving the Ordinance, a Regulatory Permit for Developer, or any other commercial cannabis operation approved by City.

III. **Developer Representations.** Developer represents and warrants that Developer, and/or principal members of Developer, is/are an experienced developer and operator of commercial properties with experience in cannabis operations, or has otherwise contracted with experienced commercial developers, architects, and/or other professionals for the purpose of developing the Property. The qualifications and identity of Developer and Developer's contractors are of particular concern to City, and because of such qualifications and identity, the City has entered into this Agreement with Developer. City has considered and relied upon Developer's representations and warranties in entering into this Agreement.

IV. **Fees.** Developer shall pay to City the following fees:

- A. An initial licensing fee of Two Hundred Thousand Dollars (\$200,000.00) to be paid to the City at the time the Regulatory Permit is issued. This is not an annual or recurring fee but will be paid only once in the time and manner set forth herein.
- B. An annual cannabis license fee of Twenty-eight thousand, five hundred (\$28,500.00) ("**Annual License Fee**") paid by the Developer to the City on the first January 10 after the issuance of the Regulatory License and annually thereafter on or before January 10 or each calendar year.
- C. An operational and use fee in an amount equal to five percent (5%) of the "**Gross Sales**" received by Developer from transactions on the Property ("**Revenue Raising Fee**"). Gross Sales, as used herein, shall mean the aggregate gross amount of all sales of merchandise made and all charges for services performed on the Property, whether wholesale or retail, and whether cash or credit, and including the value of all non-monetary consideration received for any of the foregoing, and all amounts received by Developer from conducting business on or from the Property, including, without limitation, all display fees, slotting allowances, promotional considerations, rebates or other payments received by Developer to stock, promote or advertise any product, *less* (a) cash refunds or credit for merchandise returned if the price of such merchandise was originally included in Gross Sales; (b) the amount of sales tax and excise tax to the extent included in Gross Sales; (c) the amount of any public improvement fees (PIF), tax increment financing (TIF) revenues and any similar fees

or revenue, to the extent included in Gross Sales, (d) the amount of any governmental rebates; and (e) the amount of sales representing uncollectible checks or uncollectible credit or charge accounts provided, however, any amounts subsequently collected shall be included in Gross Sales. Merchandise transferred from the Property to other stores of Developer or merchandise returned for credit to distributors shall not be included in determining Gross Sales. All sales on credit shall be included in computing the Gross Sales, notwithstanding that part of the monies receivable thereunder by Tenant or any subtenant, licensee or concessionaire shall not then have been actually received.

- D. If more than one commercial cannabis operation operates on the Property, whether within a single building or multiple buildings, each Regulatory Permit holder shall be responsible for paying the Revenue Raising Fee and its pro rata share of the Annual License Fee. The Revenue Raising Fee shall be payable, in not less than quarterly installments, with the first quarterly payment due prior to issuance of a certificate of occupancy. All quarterly payments shall be received by the City before within thirty (30) days of the end of each calendar quarter.
- E. If the City subsequently adopts a tax on commercial cannabis operations and that tax is approved by the voters, Developer shall pay the tax in lieu of the Revenue Raising Fee and the Annual License Fee once the City begins to collect the tax revenue.
- F. In addition to the Revenue Raising Fee and the Annual License Fee, during each calendar year beginning with the Effective Date, Developer shall donate a collective minimum of Twenty-Four Thousand Dollars (\$24,000.00) (“**Donations**”) to (i) charitable groups that provide services or goods primarily within the City; and/or (ii) civic projects within the City of Lemoore including, without limitation, projects relating to youth sports or recreational activities, senior activities and civic events. The City may make suggestions to Developer how the Donations are directed, however, the ultimate decision as to recipient(s) of the Donations is within the sole and absolute discretion of Developer.
- G. The requirements of this Section shall be a recorded covenant running with the land and binding on all owners, tenants, and Regulatory Permit holders for the Property. The covenants shall expire on the expiration or earlier termination of this Agreement.

V. **Local Contractors.** To the extent practical, Developer will use reasonable efforts to hire construction/remodel contractors for the Property that are based within the City of Lemoore or whose work force is made up of a significant number (e.g. 30%) of residents of the City of Lemoore. Nothing in this section V. shall be construed to require Developer to accept a bid from a contractor that is more than five percent (5%) higher than the lowest bid received for the same or similar work.

VI. **Community Outreach Manager/Chamber of Commerce.** At all times, Developer shall designate an employee as Community Outreach Manager who shall work in a liaison capacity with local businesses and civic and social organizations to address any issues that may arise between Developer and such entities and to general work in cooperation with such groups and the City toward the betterment and enhancement of a clean, safe, attractive and community environment within the City. The Community Outreach Manager shall join and remain active in the Lemoore Chamber of Commerce.

VII. **Advisory Committee.** For the first three (3) years after the commencement of business operations on the Property, Developer will form and maintain a Community Advisory Committee made up of the Community Outreach Manager, referenced in Section VI above and two (2) City residents and/or City employees selected by the Developer. The Committee shall meet as necessary but not less than once per quarter to discuss and, if warranted, make recommendations in the maintenance or improvement of relations between Developer, the City and City residents and patrons.

V. **Compliance with Laws.** Developer shall operate the commercial cannabis operation in conformity MAUCRSA and any implementing regulations, as they may be amended from time to time. Developer shall comply with all other applicable laws, state labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, all other provisions of the Lemoore Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, California Government Code Section 4450, *et seq.*, California Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.* with respect to the existing and any proposed improvements on the Property.

VI. **Developer's Indemnity.**

a. **Commercial Cannabis Operations.** Developer shall defend, indemnify, assume all responsibility for, and hold City and its officers, agents, employees, and volunteers, harmless from all claims, demands, damages, defense costs or liability of any kind or nature arising from or related to any State or federal law enforcement action against Developer, Developer's tenants, subtenants, licensees, contractors and employees ("**Developer Parties**") in connection with the commercial cannabis operation conducted on the Property after the issuance of the Regulatory Permit ("**Cannabis Claims**"). Developer's indemnity shall not extend to any loss of revenue suffered or incurred by City in connection with any termination, cessation, restriction, seizure, or other limitation of any commercial cannabis operation on the Property.

b. **Construction and Other Operations.** In addition to the indemnity obligations of subsection (a), Developer shall defend, indemnify, assume all responsibility for, and hold City and its officers, agents, employees, and volunteers, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof, including all construction and operation activities on the Property,

and for any damages to property or injuries to persons, including accidental death (including attorneys' fees and costs), which may be caused by any acts or omissions of Developer Parties in the performance under this Agreement, whether such damage shall accrue or be discovered before or after termination of this Agreement ("**Other Claims**"). Developer's liability under this Subsection (b) is limited to the extent the property damage or bodily injury is caused by the sole negligence or willful misconduct of City or its agents or employees.

VII. **Restrictions on Transfer.**

a. **City Approval Prior to Closing.** Prior to acquisition of the Property, Developer shall not transfer this Agreement or any of Developer's rights hereunder, directly or indirectly, voluntarily or by operation of law, without the prior written approval of City, and if so purported to be transferred, the same shall be null and void. In considering whether it will grant approval to any assignment by Developer of its rights hereunder, City shall consider factors such as (a) the financial strength and capability of the proposed assignee to perform Developer's obligations hereunder; and (b) the proposed assignee's experience and expertise in the planning, financing, development, ownership, and operation of similar projects.

b. **Assignee Obligations.** In the absence of specific written agreement by City, no assignment or transfer by Developer of all or any portion of its rights shall be deemed to relieve it or any successor party from any obligations under this Agreement. In addition, no attempted assignment of any of Developer's obligations hereunder shall be effective unless and until the successor party executes and delivers to City an assumption agreement in a form reasonably approved by the City assuming such obligations.

VIII. **Defaults and Remedies.** Failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein, following notice and failure to cure as described hereafter, constitutes a "**Default**" under this Agreement. A party claiming a Default shall give written Notice of Default ("**Notice**") to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party within fifteen (15) days from receipt of such Notice immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall diligently complete such cure, correction or remedy.

In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Kings, California, or in the United States District Court for the Eastern District of California – Fresno Division, if allowable.

IX. **General Provisions.**

A. Notices, Demands, and Communications Between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given by any commercially acceptable means to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice.

To City: _____

With a copy to: Jenell VansBindsbergen
Lozano Smith
7404 N. Spalding
Fresno, California 93720
Tel: (559) 431-5600
Fax: (559) 431-4420
Email: jvansbindsbergen@lozanosmith.com

To Developer: _____
NHC Lemoore, LLC

Tel: (____) ____-____
Fax: (____) ____-____
Email: _____

With a copy to: _____

Attn: Thomas D. Green
P.O. Box P.O. Box 3835
San Luis Obispo, California 93403-3835
Tel: (805) 543-0990
Fax: (805) 543-0980
Email: green@ammcglaw.com

Any written notice, demand or communication shall be deemed received: immediately if delivered by hand; 24 hours after delivery to a receipted, overnight delivery service such as Federal Express; 24 hours after delivery by e-mail with an acknowledgement of receipt by the intended recipient; and on the fourth (4th) day from the date it is postmarked if delivered by registered or certified mail.

B. Successors and Assigns. All of the terms, covenants, and conditions of this Agreement shall be binding upon Developer and City, and their respective successors and

assigns. Whenever the term “Developer” is used in this Agreement, such term shall include any other successors and assigns as herein provided. This Agreement shall run with the land and be binding upon Developer’s successors and assigns in and to the Property.

C. Relationship Between City and Developer. It is hereby acknowledged that the relationship between City and Developer is not that of a partnership or joint venture and that City and Developer shall not be deemed or construed for any purpose to be the agent of the other. Except as expressly provided herein or in the Attachments hereto, City shall not have any rights, powers, duties or obligations with respect to the Project.

D. No Third-Party Beneficiaries. There shall be no third-party beneficiaries of this Agreement.

E. City Approvals and Actions. City shall maintain authority over this Agreement, and the authority to implement this Agreement through the City Manager (or his/her duly authorized representative). The City Manager shall have the authority to make approvals, issue interpretations, waive provisions, and/or enter into certain amendments of this Agreement on behalf of City so long as such actions do not materially or substantially change the uses or development contemplated under this Agreement, and such approvals, interpretations, waivers and/or amendments may include extensions of time to perform if applicable. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the City Council.

F. Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. This Agreement shall be executed in two (2) originals, each of which is deemed to be an original.

G. Integration. This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party’s own independent investigation of any and all facts such party deems material. This Agreement includes all Attachments and Exhibits attached hereto, which are incorporated herein.

H. Interpretation and Applicable Law. This Agreement has been prepared with input from both parties, and shall be interpreted as though prepared jointly by both parties. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

I. No Waiver. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or

proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. Nor shall a waiver by either party of a breach of any of the covenants, conditions or promises under this Agreement to be performed by the other party be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

J. Modifications. For any alteration, change or modification of or to this Agreement to become effective, it shall be made in writing and in each instance signed on behalf of each party.

K. Legal Advice. Each party represents and warrants to the other the following: They have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

L. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

M. Non-Liability of Officials and Employees of the City. No official, employee or agent of the City shall be personally liable to the Developer, or any successor in interest, in the event of any Default or breach by the City or for any amount which may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

N. Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

O. Term. The term of this Agreement ("Term") shall be for a period of Ten (10) years commencing on the Effective Date. Notwithstanding anything to the contrary herein, the Term shall be automatically be extended one (1) additional period of ten (10) years after the initial expiration date unless either party gives written notice of intent to terminate to the other party. The notice of intent to terminate shall be given no more than 12 months and no less than 6 months prior to the expiration of the initial Term.

IN WITNESS WHEREOF, the City and the Developer have executed this Disposition and Development Agreement as of the date set forth above.

Natural Healing Center, LLC

_____, Manager

Date: July _____

CITY OF LEMOORE

_____, City Manager

Date: _____

ATTEST:

_____, City Clerk

Date: _____

J:\wdocs\01909\034\AGT\00669414.DOC

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF PARCEL 4

[See Attached]

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 020-054-002-000 and 020-054-014-000

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

PARCEL 1:

LOTS SEVEN AND EIGHT IN BLOCK FORTY-NINE OF THE CITY OF LEMOORE, AS PER MAP RECORDED IN BOOK 1 PAGE 52 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

THE EAST 20 FEET OF LOT SIX IN BLOCK FORTY-NINE OF THE CITY OF LEMOORE, AS PER MAP RECORDED IN BOOK 1 PAGE 52 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 020-054-014-000

PARCEL 3:

LOTS 27, 28 AND 29 IN BLOCK 49 OF LEMOORE, IN THE CITY OF LEMOORE, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 1 PAGE 52 OF LICENSED SURVEYOR PLATS.

APN: 020-054-002-000

20-05

[illegible]

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All rights reserved.

This map/plan is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF LEMOORE,

AND

VALLEY PURE LEMOORE, LLC

DEVELOPMENT AGREEMENT

This Development Agreement (“**Agreement**”), dated effective August 20, 2019 (“**Effective Date**”), is entered into by and between the **City of Lemoore**, a California municipal corporation and a charter city in the State of California (“**City**”), and **Valley Pure Lemoore, LLC**, a California limited liability company (“**Developer**”), with respect to the following Recitals, which are a substantive part of this Agreement:

RECITALS

A. City, in its own right and as successor agency to the former redevelopment agency, owns that certain real property consisting of land, buildings, and improvements thereon located at 308 E Street, City of Lemoore, County of Kings, State of California, Assessor’s Parcel Number 020-050-003, as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the “**Property**”), which consists of (i) a public park area located on the northeast corner of Fox Street and E Street (the “**Public Park Area**”); (ii) the former “Train Depot” building and the immediate land on which such building is located in the middle of the Property on E Street (the “**Train Depot Building**”); and (iii) driveways, entry ways, and parking lot improvements surrounding the Train Depot Building and extending to the corner of E Street and Follett Street (the “**Parking Area**”);

B. City proposes to lease to Developer, and Developer desires to lease and improve, that certain portion of the Property consisting only of the Train Depot Building (the “**Leased Premises**”) for purposes of operating a retail cannabis dispensary business in accordance with the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“**MAUCRSA**” or “**Act**”) of the State of California (“**State**”), as well as City’s Ordinance No. 2019-03 (“**Ordinance**”), as set forth in the City’s Municipal Code; provided, however, the Public Park Area and the Parking Area shall be excluded from the Leased Premises;

C. The City also leases that certain real property consisting of vacant land and some land improved with a parking lot located in the City of Lemoore, County of Kings, State of California, Assessor’s Parcel Numbers 020-050-001, 020-050-002, and 020-041-003 (the “**Railroad Land**”), from the Union Pacific Railroad pursuant to that certain Lease of Property which is hereby incorporated herein by this reference (“**Railroad Lease**”);

D. City proposes to grant a non-exclusive right to Developer, and Developer proposes to accept this non-exclusive right, to use both the Parking Area and the improved portion of the Railroad Land that is located immediately adjacent to the Parking Area (collectively, the “**Parking Lot**”) for purposes of allowing customers, employees, guests, and other invitees to park in connection with Developer’s use of the Leased Premises, subject to the understanding that the Parking Lot is also available to the general public for use;

E. It is the intent of the parties that this Agreement is contingent upon Developer obtaining a Commercial Cannabis regulatory permit (“Regulatory Permit”) on the Leased Property pursuant to the Ordinance, as well as all required licenses under MAUCRSA. It is understood between the parties that Developer may seek to transfer the Regulatory Permit to a new location within the City in order to combine Developer’s dispensary business on the Leased Premises with Developer’s cultivation, manufacturing, and distributions businesses that are being planned for such location, provided any new location is consistent with and meets the requirements of the

Lemoore Municipal Code, including but not limited to the security and zoning requirements for a dispensary business under the Lemoore Municipal Code. City will process a Regulatory Permit on behalf of Developer to accommodate retail cannabis dispensary on the Leased Premises and any subsequent request to transfer such Regulatory Permit to a new location within the City; provided, however, Developer acknowledges that nothing in this Agreement is intended to or shall operate to pre-commit City's discretion with respect to required land use or other entitlements, permits, and approvals, including, without limitation, interpreting, enforcing or amending the Ordinance and issuing, monitoring, revoking, or transferring the Regulatory Permit which may be required by Developer with respect to Developer's proposed use of the Leased Premises or another location within the City consistent with the Ordinance (hereinafter the "**Project**");

F. Developer represents that it is an experienced operator of commercial cannabis businesses and has sufficient capital to develop and operate a commercial cannabis business on the Leased Premises; and

G. This Agreement sets forth the terms and conditions agreed upon by City and Developer with respect to the lease of the Leased Premises, the non-exclusive license to use the Parking Lot, and the development and operation of the Project.

TERMS AND CONDITIONS

NOW, THEREFORE, City and Developer agree as follows:

1. **Lease of Leased Premises.** Developer hereby agrees to lease the Leased Premises from City, and City agrees to lease the Leased Premises to Developer, in accordance with and subject to all of the terms, covenants, and conditions of this Agreement and pursuant to a separate commercial lease agreement in the form attached hereto as **Exhibit B** and incorporated herein by this reference ("**Lease**"). Developer acknowledges that the Leased Premises will be delivered and leased in an "AS IS," "WHERE AS" condition, and that Developer will be responsible for all improvements to the Leased Premises necessary for the Project. Developer acknowledges that the Leased Premises does not include the portions of the Property consisting of the Public Park Area and the Parking Area.

2. **Rent for Leased Premises.** Pursuant to a separate lease agreement, Developer shall pay City rent in the amount of \$24,000 per annum payable in advance each lease year. All rent paid by the Developer shall be retained by City in the event Developer applies for the transfer of a Regulatory Permit to operate a cannabis dispensary at a new location in the City and such transfer application is approved by City.

3. **Non-Exclusive Use Parking Lot.** City hereby grants Developer the non-exclusive right to use the Parking Lot as parking for Developer's customers, employees, guests, and other invitees and for other related purposes in connection with Developer operating a commercial cannabis business on the Leased Premises for the entire term of the Lease. Developer acknowledges that the Parking Lot shall be made available to Developer for use in an "AS IS," "WHERE AS" condition, and that City shall have no obligation to make any improvements or repairs to the Parking Lot during the term of the Lease.

4. **Additional Consideration.** Separate and apart from the rent to be paid by Developer for the Leased Premises, and as a material inducement for City to lease the Leased

Premises to Developer for the privilege of operating a retail cannabis dispensary in the City, Developer agrees to provide City with the following additional consideration:

A. **Reimbursement of Legal Fees.** Developer shall reimburse City for the legal fees and costs paid by City, at the customary rate charged by the City's contract City Attorney, Lozano Smith, for legal services for negotiating, finalizing, and implementing this Agreement and the Lease on behalf of City.

B. **Reimbursement of Rent Paid Under Railroad Lease.** Developer shall reimburse City for any and all rent paid by City to Union Pacific pursuant to the Railroad Lease within 14 days of City notifying and providing proof of payment of such rent to Developer.

C. **Repairs and Maintenance of Parking Lot and Railroad Land.** Developer shall reasonably maintain and repair the Parking Lot and the Railroad Land during the Term; provided however, that Developer shall not be responsible to improve or repair any damages caused to the Parking Lot or Railroad Land by any third-party who is not a customer, employee, guest, or other invitee of Developer.

D. **Installation and Payment for Fence.** Developer shall pay for and construct a fence in accordance with the materials and specifications reasonably determined by City to be installed between the Public Park Area and the entry and driveway located immediately to the west of the Leased Premises within the Parking Area.

E. **Fees and Taxes.** Developer shall pay the following fees and taxes to City:

(1) Customary business license fees and any regulatory license fee that may be required as part of the Ordinance and Regulatory Permit, which fees shall be determined and set by the City to recover the direct costs incurred by the City from the retail cannabis dispensary business of Developer in the City consistent with California Constitution Article XIII C, Section 1, subsection (e)(3).

(2) An annual revenue raising fee for the privilege of having the right to conduct a retail cannabis dispensary business in the City ("**Revenue Raising Fee**") in the equal five percent (5.00%) of Gross Receipts from Cannabis generated from the Leased Premises,

i. The term "**Gross Receipts from Cannabis**" for purposes of computing the Revenue Raising Fee, shall include any and all revenue received or collected by the Developer from the sale of any and all cannabis, cannabis-based, or other similar products but not from the sale of clothing or other branding gear or merchandise.

ii. The parties agree that, every three (3) years (beginning from the date on which the Regulatory Permit is first issued) through the end of the term of this Agreement, the parties will renegotiate in good faith the amount of the Revenue Raising Fee based upon the relative strength of the Developer's retail cannabis dispensary on the Leased Premises as compared to other retail cannabis dispensaries in other small cities in the Central Valley of California and the amount of fees charged by other municipalities for such businesses, with the expectation that City will reduce fees to match the fees being charged to competitors of

Developer within the City of Lemoore should Developer encounter difficulty in profitable operating on the Leased Premises.

iii. Payment of the Revenue Raising Fee shall occur monthly no later than 10 days following the end of each month to which the fees are applied.

iv. In the event City passes a cannabis tax of any form or amount, the City agrees that the tax will not apply to Developer, and Developer is bound to pay only the Revenue Raising Fee pursuant to this Section 4 in lieu of a cannabis tax.

(3) If a retail cannabis dispensary not owned or controlled by Developer or its principals operates on the Leased Premises, such operation shall be required to obtain a Regulatory Permit, and each new Regulatory Permit holder shall be responsible for paying the Revenue Raising Fees set forth in subsections D2 of this Section 4 above separately from Developer. No change to Developer's entity status or change in ownership of Developer shall require Developer to obtain a new Regulatory Permit, except that a change in ownership that constitutes a change in control of Developer (*i.e.*, a change in ownership that results in one person or entity owning more than 50 percent of the ownership interest) shall require Developer to obtain a new Regulatory Permit before the change in ownership takes place.

5. **Development of the Leased Premises.** Developer proposes to use the Leased Premises for a retail cannabis dispensary to the maximum extent allowed under MAUCRSA and the Ordinance, which includes the sale and distribution of cannabis for both medical and adult use. For this to happen, Developer must obtain appropriate State licenses, and City must approve a Regulatory Permit. The exact retail cannabis dispensary to be approved will be determined during the Regulatory Permit process, but shall be consistent with the terms and conditions of this Agreement.

6. **Developer Representations.** Developer represents and warrants that Developer, and/or principal members of Developer, are an experienced developer of commercial properties and operator of cannabis businesses, or has otherwise contracted with experienced commercial developers, architects, and/or other professionals for the purpose of developing the Leased Premises. The qualifications and identity of Developer and Developer's principals are of particular concern to City, and because of such qualifications and identity, the City has entered into this Agreement with Developer. City has considered and relied upon Developer's representations and warranties in entering into this Agreement.

7. **Lawfulness of Activities.** In entering into this Agreement and processing the Regulatory Permit, City makes no guarantees or promises as to the lawfulness of the proposed commercial cannabis operations under State or federal law. Developer are obligated to comply with all applicable State and City laws. To the fullest extent permitted by law, City shall not assume any liability whatsoever with respect to approving the Ordinance, a Regulatory Permit for Developer, or any other commercial cannabis operation approved by City.

8. **Compliance with Laws.** Developer shall operate the retail cannabis dispensary in conformity with MAUCRSA and any implementing regulations, as they may be amended from time to time. Developer shall comply with all other applicable State and local laws, State labor standards, City zoning and development standards, building, plumbing, mechanical and electrical

codes, all other provisions of the Lemoore Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, California Government Code Section 4450, *et seq.*, California Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*, with respect to the existing and any proposed improvements on the Leased Premises.

9. **Indemnity.**

A. **Retail Cannabis Dispensary.** Developer shall defend, indemnify, assume all responsibility for, and hold City and its officers, agents, employees, and volunteers, harmless from all claims, demands, damages, defense costs or liability of any kind or nature arising from or related to any State or federal law enforcement action against Developer, Developer's tenants, subtenants, licensees, contractors and employees ("**Developer Parties**") in connection with the retail cannabis dispensary conducted on the Leased Premises ("**Cannabis Claims**"). Developer's indemnity shall not extend to any loss of revenue suffered or incurred by City in connection with any termination, cessation, restriction, seizure, or other limitation of any retail cannabis dispensary on the Leased Premises.

B. **Construction and Other Operations.** In addition to the indemnity obligations of subsection A of this Section 9, Developer shall defend, indemnify, assume all responsibility for, and hold City and its officers, agents, employees, and volunteers, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof, including all construction and operation activities on the Leased Premises, and for any damages to Leased Premises or injuries to persons, including accidental death (including attorneys' fees and costs), which may be caused by any acts or omissions of Developer Parties in the performance under this Agreement, whether such damage shall accrue or be discovered before or after termination of this Agreement ("**Other Claims**"). Notwithstanding the foregoing, Developer shall not be liable under this Subsection B of Section 9 for any Leased Premises damage or bodily injury caused by the sole negligence or willful misconduct of City, its agents or employees, or the public at large.

10. **Restrictions on Transfer.**

A. **City Approval.** Prior to signing the Lease, Developer shall not transfer this Agreement or any of Developer's rights hereunder, directly or indirectly, voluntarily or by operation of law, without the prior written approval of City, and if so purported to be transferred, the same shall be null and void. In considering whether it will grant approval to any assignment by Developer of its rights hereunder, City shall consider factors such as (i) the financial strength and capability of the proposed assignee to perform Developer's obligations hereunder; and (ii) the proposed assignee's experience and expertise in the planning, financing, development, ownership, and operation of similar projects.

B. **Assignee Obligations.** In the absence of specific written agreement by City, no assignment or transfer by Developer of all or any portion of its rights shall be deemed to relieve it or any successor party from any obligations under this Agreement. In addition, no attempted assignment of any of Developer's obligations hereunder shall be effective unless and until the successor party executes and delivers to City an assumption agreement in a form reasonably approved by the City assuming such obligations.

C. **Affiliate Entities.** Notwithstanding the foregoing restrictions on transfer, the Developer may enter into written contracts with one or more “**Affiliate Entities.**” which are defined as entities that are owned or controlled by Developer or its principals to conduct commercial cannabis operations in the City pursuant to the Regulatory Permit. Developer may enter into these written contracts with the prior written consent of the City, which will not be unreasonably withheld, delayed, or conditioned. In addition, any such Affiliate Entity shall be required to sign a written agreement agreeing to be bound and subject to the terms and conditions of this Agreement.

11. **Defaults and Remedies.** Failure by either party to perform any action or covenant required by this Agreement or in the Lease within the time periods provided herein or in the Lease, following notice and failure to cure as described hereafter, constitutes a “**Default**” under this Agreement. A party claiming a Default shall give written Notice of Default (“**Notice**”) to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party within fifteen (15) days from receipt of such Notice immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall diligently complete such cure, correction or remedy. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Kings, California, or in the United States District Court for the Eastern District of California – Fresno Division, if allowable.

12. **Term.** The term of this Agreement shall be for two (2) years but shall automatically renew and be extended for up to thirteen (13) additional one (1) year periods (each an “Extended Term”) unless either City or Developer provides the other with written notice of termination of the Lease at least three (3) months in advance of the end of the initial term or any Extended Term.

13. **General Provisions.**

A. **Notices, Demands and Communications Between the Parties.** Any approval, disapproval, demand, document or other notice or Notice which any party may desire to give to another party under this Agreement must be in writing and may be given by any commercially acceptable means to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice.

To City: City of Lemoore
Attn: Nathan Olson, City Manager
711 W. Cinnamon Drive
Lemoore, California 93245
Tel: (559) 924-6744 x703
Email: nolson@lemoore.com

With a copy to: Jenell Van Bindsbergen, City Attorney
Lozano Smith

7404 N. Spalding
Fresno, California 93720
Tel: (559) 431-5600
Fax: (559) 431-4420
Email: jvanbindsbergen@lozanosmith.com

To Developer: Valley Pure Lemoore, LLC
Attn: Bruce Kopitar
132 N. Valencia Blvd.
Woodlake, California 93286
Tel: (559) 769-2080
Email: bruce@ustower.com

With a copy to: Matthew W. Quall, Esq.
Quall Cardot LLP
205 E. River Park Circle, Suite 110
Fresno, California 93720
Tel: (559) 418-0333
Fax: (559) 418-0330
Email: mquall@quallcardot.com

Any written notice, demand or communication shall be deemed received: immediately if delivered by hand; 24 hours after delivery to a receipted, overnight delivery service such as Federal Express; 24 hours after delivery by e-mail with an acknowledgement of receipt by the intended recipient; on the fourth (4th) day from the date it is postmarked if delivered by registered or certified mail; and upon receipt of electronic confirmation of transmission by the recipient; provided, however, the recipient of an e-mail notice shall have an affirmative obligation to send an e-mail response and, if applicable, to accept a request to allow an automatically generated response acknowledging the receipt of the e-mail.

B. **Successors and Assigns.** All of the terms, covenants and conditions of this Agreement shall be binding upon Developer and City, and their respective successors and assigns. Whenever the term “Developer” is used in this Agreement, such term shall include any other successors and assigns as herein provided.

C. **Relationship Between City and Developer.** It is hereby acknowledged that the relationship between City and Developer is not that of a partnership or joint venture and that City and Developer shall not be deemed or construed for any purpose to be the agent of the other. Except as expressly provided herein or in the exhibits hereto, City shall not have any rights, powers, duties or obligations with respect to the Project.

D. **No Third-Party Beneficiaries.** There shall be no third-party beneficiaries of this Agreement.

E. **City Approvals and Actions.** City shall maintain authority over this Agreement, including the Lease, and the authority to implement this Agreement and the Lease through the City Manager (or his/her duly authorized representative). The City Manager shall have the authority to make approvals, issue interpretations, waive provisions, and/or enter into certain amendments of this Agreement and the Lease on behalf of City so long as such actions do not materially or

substantially change the uses or development contemplated under this Agreement, and such approvals, interpretations, waivers and/or amendments may include extensions of time to perform, if applicable. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the City Council.

F. **Counterparts.** This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. This Agreement shall be executed in two (2) originals, each of which is deemed to be an original.

G. **Integration.** This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. This Agreement includes all Attachments and Exhibits attached hereto, which are incorporated herein.

H. **Interpretation and Applicable Law.** This Agreement has been prepared with input from all parties, and shall be interpreted as though prepared jointly by all parties. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

I. **No Waiver.** Any failures or delays by any party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive any other party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. Nor shall a waiver by any party of a breach of any of the covenants, conditions or promises under this Agreement to be performed by another party be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

J. **Modifications.** For any alteration, change or modification of or to this Agreement to become effective, it shall be made in writing and in each instance signed on behalf of each party.

K. **Most Favored Nation Clause; Renegotiation.** If City enters into a Disposition and Development Agreement, a Development Agreement, or any other agreement with a commercial cannabis operator, that has terms and conditions more favorable in the aggregate to that operator than the terms and conditions contained herein, including, but not limited to, Sections 4, 10C, and 13Q, City shall amend this Agreement to provide for the payment of fees by Developer that are the same as those fees agreed to be paid by the new commercial cannabis operator.

L. **Legal Advice.** Each party represents and warrants to the others the following: They have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of another party, or their respective agents, employees, or attorneys,

except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

M. **Cooperation.** Each party agrees to cooperate with the others in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

N. **Non-Liability of Officials and Employees of the City.** No official, employee or agent of the City shall be personally liable to Developer, or any successor in interest, in the event of any Default or breach by the City, or for any amount which may become due to the Landowner or the Developer or their successors, or on any obligations under the terms of this Agreement.

O. **Attorneys' Fees.** In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise, in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

P. **Memorandum of Agreement.** The Parties shall record against the Leased Premises a Short Form Memorandum of this Agreement ("**Short Form Memorandum**") summarizing the essential terms.

Q. **Conflicting Enactments.** Any change in the Ordinance or the Lemoore Municipal Code, including, without limitation, any change in the General Plan or zoning, subdivision or building rule or regulation, adopted or becoming effective by the City after the Effective Date, which would, absent this Agreement, otherwise be applicable to the Leased Premises and which would conflict in any way with or be more restrictive than the current laws, regulations, and rules now in effect, shall not be applied by City to the Leased Premises if Developer has leased the Leased Premises, unless required to be applied to the Leased Premises by State law, or as permitted by this Agreement. In the event Developer has leased the Leased Premises, Developer may give City written notice of its election to have any subsequent laws, regulations, and rules applied to the Leased Premises or a portion thereof, in which case such subsequent laws, regulations, or rules shall be deemed applicable to the Leased Premises.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the City and the Developer have executed this Agreement as of the Effective Date.

CITY:

City of Lemoore, a municipal corporation and general law city in the State of California

Date: _____

By: _____

Name: Nathan Olson

Its: City Manager

Date: _____

By: _____

Name: Marisa Avalos

Its: City Clerk

DEVELOPER:

Valley Pure Lemoore, LLC,
a California limited liability company

Date: _____

By: _____

Name: Bruce Kopitar

Its: Sole Manager

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All that certain parcel of land situate in the City of Lemoore, Kings County, California, being a portion of that parcel heretofore conveyed by the Pacific Improvement Company to the Southern Pacific Railroad Company by deed dated July 17, 1893 and recorded July 24, 1893 in Volume 1 of Deeds at Page 142 in the records of King County, more particularly described as follows:

Commencing at the intersection of the East line of the Southeast Quarter of Section 3, T.19 S., R.. 20 E., M.D.B.M., with the Northerly line of "E" Street, as platted in the Official Map of the Townsite of Lemoore, said Northerly line also being the Southerly right of way line of the Coalinga Branch (formerly known as the Goshen Branch) of the Union Pacific Railroad Company (formerly known as the Southern Pacific Transportation Company, successor in interest to the Southern Pacific Railroad Company);

thence S 79°08' W along said Northerly line of "E" Street, a distance of 885 feet, more or less, to the intersection with the Northerly extension of the Westerly line of Follett Street, as platted in said Official Map, and being the True Point of Beginning of the property being described herein;

thence continuing S 79°08' W along said Northerly line of "E" street a distance of 880.0 feet to the intersection with the Northerly extension of the Easterly line of Fox Street, as platted in said Official Map;

thence N 10°52' W along said Northerly extension of the Easterly line of Fox Street, a distance of 50.0 feet to a point on a line which is parallel with and 100.0 feet distant Southeasterly, measured at right angles, from the original located centerline of said Coalinga .Branch;

thence N 79°08' E along said parallel line, a distance of 880.0 feet to the intersection with said Northerly extension of the Westerly line of Follett Street;

thence S 10°52' E along said Northerly extension of the Westerly line of Follett Street a distance of 50.0 feet to the True Point of Beginning.

Containing an area of 44,000 square feet, more or less.

FOR REFERENCE PURPOSES ONLY:

APN: 020-050-003

Address: 308 E Street, Lemoore, CA 93245

EXHIBIT B

FORM OF LEASE AGREEMENT

[See Attached]

**DEVELOPMENT AGREEMENT BETWEEN THE
CITY OF LEMOORE,
WELLSONA PARTNERS, AND
TOM VORHEES**

DEVELOPMENT AGREEMENT

This Development Agreement (“**Agreement**”) is entered into effective _____, 2019 (“**Effective Date**”) between the City of Lemoore, a California charter city (“**the City**”), TOM VORHEES (“**Landowner**”), and Wellsona Partners, LLC, a California limited liability company (“**Developer**”), with respect to the following Recitals, which are a substantive part of this Agreement:

RECITALS

This Agreement is predicated upon the following facts:

- A. Landowner is the owner of certain real property (“**Property**”) at
- 1526 Venture Place, Lemoore CA 93245 (APN: 024-400-002-000)
 - 1542 Venture Place, Lemoore CA 93245 (APN: 024-400-003-000)
 - 1570 Venture Place, Lemoore CA 93245 (APN: 024-400-004-000)
 - 1565 Venture Place, Lemoore CA 93245 (APN: 024-400-005-000)
 - 1553 Venture Place, Lemoore CA 93245 (APN: 024-400-006-000)
 - 1531 Venture Place, Lemoore CA 93245 (APN: 024-400-007-000)
 - 1517 Venture Place, Lemoore CA 93245 (APN: 024-400-008-000)
 - 1505 Venture Place, Lemoore CA 93245 (APN: 024-400-009-000)

consisting of a total of approximately eight (8) acres, which is designated Light Industrial pursuant to the City of Lemoore 2030 General Plan, and zoned consistent with this designated land use (collectively, these parcels shall be referred to herein as the “8 Acres”, and collectively with the following parcel, the “**Property**”). A legal description and description of this parcel is attached hereto as Exhibit “A.” Additionally, Landowner is entering escrow to purchase certain real property at 1356 W Iona Ave, Lemoore, CA 93245 (APN 023-310-001; also collectively referred to as “**Property**”), consisting of approximately 4.86 acres, which is designated Light Industrial pursuant to the City of Lemoore 2030 General Plan, and zoned consistent with this designated land use. A legal description and description of this parcel is attached hereto as Exhibit “B.”

B. The 8 Acres are the subject of an executed and recorded Parcel Improvement Agreement between Landowner and the City (“**City/Landowner PIA**”), wherein Landowner agreed to purchase the Property from the City in exchange for an agreement to construct any and all streets shown on the Parcel Map, and any other necessary improvements in accordance with the applicable ordinances and resolutions of the City, so as to provide public benefit, including an increase in the local property tax base, creation of new jobs, and related secondary economic benefits to the City.

C. On June 18, 2019, the Lemoore City Council, in accordance with the State of California's Medicinal and Adult-Use Cannabis Regulation and Safety Act (“**MAUCRSA**” or the “**Act**”) approved the introduction (first reading) of Ordinance No. 2019-03 (“**Ordinance**”) to amend the

Lemoore Municipal Code relating to Cannabis as follows: Title 4, Chapter 8 – Cannabis, to allow for and to regulate Commercial Cannabis Operations; Title 9, Chapter 4, Section 9-4a-5, to conform certain land use definitions to State law; Title 9, Chapter 4, Section 9-4b-2, to clarify Medicinal and add Commercial Cannabis activities in designated zones; and Title 9, Chapter 4, Section 9-4d-3, to clarify that Cannabis activities are prohibited in Community Gardens. The City Council also approved Zoning Text Amendment No. 2019-01. The City Council waived the reading of the Ordinance in its entirety, and set the second hearing on the Ordinance for the Council’s next regular meeting on July 2, 2019.

D. On July 2, 2019, the Lemoore City Council adopted the Ordinance at a duly-noticed public hearing. By law, the Ordinance will take effect on August 2, 2019.

E. Under this Agreement, Landowner proposes to lease the Property (“**Leased Property**”) to Developer, and Developer proposes to construct on the Leased Property a Commercial Cannabis Operation in accordance with MAUCRSA and the Ordinance. On APN 023-310-001, Developer proposes to operate a cannabis dispensary, delivery service, manufacturing facility, distribution hub, cultivation facility, and to hold private events. On the 8 Acres, Developer proposes to operate a cannabis cultivation facility. In the event that a cannabis dispensary use is not allowed on APN 023-310-001, Developer shall instead conduct all approved business activities, including delivery service, manufacturing facility, distribution hub, cultivation facility, and hold private events..

F. It is the intent of the parties that this Agreement is contingent upon Developer obtaining a Commercial Cannabis regulatory permit (“**Regulatory Permit**”) on the Leased Property pursuant to the Ordinance. Landowner and Developer acknowledge that nothing in this Agreement is intended to or shall operate to pre-commit City’s discretion with respect to required land use or other entitlements, permits, and approvals, including, without limitation, interpreting, enforcing or amending the Ordinance and issuing, monitoring or revoking the Regulatory Permit for the Developer’s proposed use of the Property consistent with the Ordinance (hereinafter the “**Project**”).

G. Developer represents that it is an experienced developer and/or operator of commercial cannabis operations or has otherwise contracted with experienced commercial developers, operators, contractors, and other professionals for the purposes of developing the Project on the Leased Property. Developer acknowledges that it be responsible for all improvements to the Leased Property necessary for the Project.

H. Developer represents its intention to hire City residents whenever practicable to work in its commercial cannabis operations, and City encourages Developer to hire locally.

NOW, THEREFORE, pursuant to the authority contained in the California’s Development Agreement statutes (Government Code section 65864, et seq.), enacted pursuant to Article XI, Section 2 of the California Constitution, and in consideration of the foregoing recitals

of fact, all of which are expressly incorporated into this Agreement, the mutual covenants set forth in this Agreement, the City, Landowner, and Developer agree as follows:

I. Development of Leased Property. Developer proposes to use the Leased Property for a Commercial Cannabis Operation to the maximum extent allowed under MAUCRSA and the Ordinance, which includes both medical and adult use for nursery, cultivation, processing, manufacturing, distribution, and non-storefront delivery. For this to happen, City must approve a Regulatory Permit. The exact Commercial Cannabis Operation to be approved for the Leased Property will be determined during the Regulatory Permit process, but shall be consistent with the terms and conditions of this Agreement.

II. Lawfulness of Activities. In entering into this Agreement and processing the Regulatory Permit, the City makes no guarantees or promises as to the lawfulness of the proposed commercial cannabis operations under State or federal law, and Developer is obligated to comply with all applicable laws. To the fullest extent permitted by law, City shall not assume any liability whatsoever with respect to approving the Ordinance, a Regulatory Permit for Developer, or any other commercial cannabis operation approved by City.

III. Developer Representations. Developer represents and warrants that Developer, and/or principal members of Developer, is/are an experienced developer and operator of commercial properties with experience in cannabis operations, or has otherwise contracted with experienced commercial developers, architects, and/or other professionals for the purpose of developing the Property. The qualifications and identity of Developer and Developer's contractors are of particular concern to City, and because of such qualifications and identity, the City has entered into this Agreement with Developer. City has considered and relied upon Developer's representations and warranties in entering into this Agreement.

IV. Landowner Representations. Landowner represents and warrants that Landowner, in leasing the Leased Property to Developer for purposes of this Agreement, will not be in breach of any of its obligations under the City/Landowner PIA. Nothing in this Agreement shall be construed as a waiver by the City of any of its rights and remedies under the City/Landowner PIA, including, but not limited to, the reversion of reversion.

V. Fees and Taxes. Developer shall pay to City the following fees and taxes:

A. Customary business license fees and any regulatory permit fee that may be required as part of the Ordinance and Regulatory Permit.

B. An annual revenue raising fee for the privilege of having the right to conduct a commercial cannabis operation in the City ("**Revenue Raising Fee**"). The Revenue Raising Fee shall be:

1. Cultivation and other uses not specifically described below. A minimum annual fee of six dollars (\$6.00) per cubic foot for the first 25,000 cubic feet for all of Developer's

commercial cannabis operations in the City; three dollars (\$3.00) per cubic foot for the next 25,001 to 50,000 cubic feet; and two dollars (\$2.00) per cubic foot for any additional square feet. This cubic foot calculation shall be used if Developer is cultivating on multiple levels within the same square footage footprint. Otherwise, the cubic foot calculation shall be identical to the square footage being used by Developer, less the square footage excluded from inclusion as described herein. The square footage calculation shall be determined by including all portions of the Premises under the control of the Developer or an Affiliate Entity (as defined in Section 7, subsection C), and deducting therefrom nursery operations (“**Nursery**”), which is defined as square footage inhabited by clones, immature plants (non-flowering cannabis plants), seeds, and other agricultural products used specifically for the propagation and cultivation of cannabis), processing (“**Processing**”), which is defined as activities associated with drying, curing, grading, trimming, storing, packaging, and labeling of non-manufactured cannabis products, driveways, sidewalks, landscaping, vacant unused space, areas used exclusively for office space, employee break rooms, restrooms, and storage space unrelated to the commercial cannabis operation (such as a janitorial closet). The total under-canopy square footage shall be included in the square footage calculation. The term “**Canopy**” is defined pursuant to MAUCRSA and implementing regulations in existence at the time of execution of this Agreement. In the event Developer or an Affiliate Entity acquires real property in the City in addition to the Property to operate commercial cannabis operations, any additional square footage of the commercial cannabis operations on such additional real property shall be added to the square footage of the Property for purposes of calculating the Revenue Raising Fee pursuant to this subdivision (A)(1). If such additional property is added to the square footage of the then-current Regulatory Permit, Developer shall amend the Regulatory Permit to incorporate it.

2. Distribution: In addition to subdivision (B)(1) above, the Revenue Raising Fee shall equal one percent (1%) of Gross Receipts generated from distribution of products .

a. The term "Gross Receipts," for purposes of computing the Revenue Raising Fee, shall exclude any payments made to Developer by an Affiliate Entity (as defined herein), but shall include any and all revenues generated from the Affiliate Entity's sale of cannabis or cannabis products to another State or local licensed or permitted cannabis business.

3. Manufacturing: A minimum fee of Forty Five Thousand Dollars (\$45,000.00)

4. The parties agree that every three (3) years (beginning from the date on which the Regulatory Permit is first issued), the parties will renegotiate the Revenue Raising Fee and the required payments, and all parties hereby agree that they will exert their best efforts to negotiate this term in good faith, with the joint goal of making the business activities described herein sustainable in the State, and therefore a consistent and reliable source of funds for the City.

5. Notwithstanding the above, in the first full calendar year of operation beginning with the approval of Developer’s Regulatory Permit, City agrees to waive its right to collect all Revenue Raising Fees.

6. In the second full calendar year of operation, Developer agrees to pay the Revenue Raising Fee as determined by comparing subsections (B)(1) and (B)(2) of this Section V.

7. Payments of the Revenue Raising Fee shall occur quarterly, and all payments shall be received by the City no later than thirty (30) days following the end of the quarter to which the fees are applied.

8. In the event that City passes a cannabis tax of any form or amount, the City agrees that the tax will not apply to Developer, and Developer is bound to pay only the Revenue Raising Fee pursuant to this Section V in lieu of a cannabis tax.

C. If a commercial cannabis operation not owned or controlled by Developer or its principals operates on the Property, such operation shall be required to obtain a Regulatory Permit, and each new Regulatory Permit holder shall be responsible for paying the Revenue Raising Fees set forth in subsections A1 and A2 of this Section 4 above separately from Developer. No change to Developer's entity status or change in ownership of Developer shall require Developer to obtain a new Regulatory Permit, except that a change in ownership that constitutes a change in control of Developer (*i.e.*, a change in ownership that results in one person or entity owning more than 50 percent of the ownership interest) shall require Developer to obtain a new Regulatory Permit before the change in ownership takes place.

D. The requirements of this Section V. shall be a recordable covenant running with the land and binding on all owners, tenants, and Regulatory Permit holders for the Property.

VI. Compliance with Laws. Developer shall operate the Commercial Cannabis Operation in conformity MAUCRSA and any implementing regulations, as they may be amended from time to time. Developer shall comply with all other applicable laws, state labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, all other provisions of the Lemoore Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, California Government Code Section 4450, *et seq.*, California Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.* with respect to the existing and any proposed improvements on the Leased Property.

VII. Indemnity.

A. Commercial Cannabis Operations. Developer shall defend, indemnify, assume all responsibility for, and hold City and its officers, agents, employees, and volunteers, harmless from all claims, demands, damages, defense costs or liability of any kind or nature arising from or related to any State or federal law enforcement action against Landowner or Developer, Landowner's or Developer's tenants, subtenants, licensees, contractors and employees ("**Landowner/Developer Parties**") in connection with the commercial cannabis operation conducted on the Leased Property after Closing ("**Cannabis Claims**"). Developer's indemnity

shall not extend to any loss of revenue suffered or incurred by City in connection with any termination, cessation, restriction, seizure, or other limitation of any commercial cannabis operation on the Property.

B. Construction and Other Operations. In addition to the indemnity obligations contained herein, Landowner and Developer shall defend, indemnify, assume all responsibility for, and hold City and its officers, agents, employees, and volunteers, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof, including all construction and operation activities on the Project, and for any damages to property or injuries to persons, including accidental death (including attorneys' fees and costs), which may be caused by any acts or omissions of Developer Parties in the performance under this Agreement, whether such damage shall accrue or be discovered before or after termination of this Agreement ("**Other Claims**"). Notwithstanding the foregoing, neither Landowner nor Developer shall be liable under this section for any property damage or bodily injury is caused by the sole negligence or willful misconduct of the City or its agents or employees.

VIII. Restrictions on Transfer.

A. Assignee Obligations. In the absence of specific written agreement by City, no assignment or transfer by Developer of all or any portion of its rights shall be deemed to relieve it or any successor party from any obligations under this Agreement. In addition, no attempted assignment of any of Developer's obligations hereunder shall be effective unless and until the successor party executes and delivers to City an assumption agreement in a form reasonably approved by the City assuming such obligations.

B. Affiliate Entities. Notwithstanding the foregoing restrictions on transfer, the Developer may enter into written contracts with one or more "**Affiliate Entities**," which are defined as entities that are owned or controlled by Developer or its principals to conduct commercial cannabis operations in the City pursuant to the Regulatory Permit, and other entities or individuals with which Developer contracts to conduct business pursuant to the Regulatory Permit. Developer may enter into these written contracts with or without the prior written consent of the City, which will not be unreasonably withheld. In addition, any such Affiliate Entity shall be required to sign a written agreement agreeing to be bound and subject to the terms and conditions of this Agreement.

IX. Defaults and Remedies. Failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "**Default**" under this Agreement. A party claiming a Default shall give written Notice of Default ("**Notice**") to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party within fifteen (15) days from receipt of such Notice immediately, with due diligence,

commences to cure, correct or remedy such failure or delay and shall diligently complete such cure, correction or remedy.

In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Kings, California, or in the United States District Court for the Eastern District of California – Fresno Division, if allowable.

X. Term

The term of this Agreement shall be for twenty-five (25) years, with an optional fifteen (15) year extension.

XI. General Provisions.

A. Notices, Demands and Communications between the Parties. Any approval, disapproval, demand, document or other notice (“Notice”) which either party may desire to give to the other party under this Agreement must be in writing and may be given by any commercially acceptable means to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice.

To City: _____

With a copy to: _____

Lozano Smith
7404 N. Spalding
Fresno, California 93720
Tel: (559) 431-5600
Fax: (559) 431-4420
Email: mlerner@lozanosmith.com

To Landowner: _____, LP

Tel: (____) ____ - ____
Fax: (____) ____ - ____
Email: _____

With a copy to: _____

To Developer: _____,
_____, LLC

Tel: (____) ____ - ____
Fax: (____) ____ - ____
Email:

With a copy to:
Quinlan, Kershaw & Fanucchi
2125 Merced St.
Fresno, CA 93721
Attn: David Moeck
Tel: (559) 268-8771
Email: david@qkffirm.com

Any written notice, demand or communication shall be deemed received: immediately if delivered by hand; 24 hours after delivery to a receipted, overnight delivery service such as Federal Express; 24 hours after delivery by e-mail with an acknowledgement of receipt by the intended recipient; and on the fourth (4th) day from the date it is postmarked if delivered by registered or certified mail.

B. Successors and Assigns. All of the terms, covenants and conditions of this Agreement shall be binding upon Landowner, Developer and City, and their respective successors and assigns. Whenever the terms "Landowner" or "Developer" are used in this Agreement, such term shall include any other successors and assigns as herein provided. This Agreement shall run with the land and be binding upon Landowner's successors and assigns in and to the Property and upon City's successors and assigns.

C. Relationship between City, Landowner, and Developer. It is hereby acknowledged that the relationship between City, Landowner, and Developer is not that of a partnership or joint venture and that City, Landowner, and Developer shall not be deemed or construed for any purpose to be the agent of the other. Except as expressly provided herein or in the Attachments hereto, City shall not have any rights, powers, duties or obligations with respect to the Project.

D. No Third-Party Beneficiaries. There shall be no third-party beneficiaries of this Agreement.

E. Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

F. Integration. This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. This Agreement includes all Attachments and Exhibits attached hereto, which are incorporated herein.

G. Interpretation and Applicable Law. This Agreement has been prepared with input from both parties, and shall be interpreted as though prepared jointly by both parties. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

H. No Waiver. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. Nor shall a waiver by either party of a breach of any of the covenants, conditions or promises under this Agreement to be performed by the other party be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

I. Modifications. For any alteration, change or modification of or to this Agreement to become effective, it shall be made in writing and in each instance signed on behalf of each party.

J. Legal Advice. Each party represents and warrants to the other the following: They have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

K. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

L. Non-Liability of Officials and Employees of the City. No official, employee or agent of the City shall be personally liable to Landowner or Developer, or any successor in interest, in the event of any Default or breach by the City or for any amount which may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

M. Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

N. Most Favored Nation Clause; Renegotiation. If the City enters into a Development Agreement, or any other agreement, with a commercial cannabis operator, or enacts a cannabis tax structure that has terms and conditions related to fees that are more favorable in the aggregate to that operator than the terms and conditions contained herein, City shall amend this Agreement to provide for the payment of fees by Developer that are the same as those fees agreed to be paid by the new commercial cannabis operator.

IN WITNESS WHEREOF, the City and the Developer have executed this Disposition and Development Agreement as of the date set forth above.

LANDOWNER

Date: _____

DEVELOPER

_____, Managing Member

Date: _____

CITY OF LEMOORE

_____, City Manager

Date: _____

ATTEST:

_____, City Clerk

Date: _____

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF PARCEL

1526 Venture Place, Lemoore CA 93245 (APN: 024-400-002-000)

1542 Venture Place, Lemoore CA 93245 (APN: 024-400-003-000)

1570 Venture Place, Lemoore CA 93245 (APN: 024-400-004-000)

1565 Venture Place, Lemoore CA 93245 (APN: 024-400-005-000)

1553 Venture Place, Lemoore CA 93245 (APN: 024-400-006-000)

1531 Venture Place, Lemoore CA 93245 (APN: 024-400-007-000)

1517 Venture Place, Lemoore CA 93245 (APN: 024-400-008-000)

1505 Venture Place, Lemoore CA 93245 (APN: 024-400-009-000)

Cumulatively approximately eight (8) acres.

EXHIBIT B

LEGAL DESCRIPTION AND DEPICTION OF PARCEL

APN 023-310-001
1356 W, Iona Ave, Lemoore, CA 93245
Approximately 4.86 acres

**DEVELOPMENT AGREEMENT BETWEEN THE
CITY OF LEMOORE,
KKAL, LP,
AND
WELLSONA PARTNERS, LLC**

DEVELOPMENT AGREEMENT

This Development Agreement (“**Agreement**”) is entered into effective _____, 2019 (“**Effective Date**”) between the City of Lemoore, a California charter city (“**the City**”), KKAL, LP, a California limited partnership (“**Landowner**”), and Wellsona Partners, LLC, a California limited liability company (“**Developer**”), with respect to the following Recitals, which are a substantive part of this Agreement:

RECITALS

This Agreement is predicated upon the following facts:

A. Landowner is the owner of certain real property (“**Property**”) at 1655 S. 19th Avenue in Lemoore, located near the northeast corner of State Route 41 and Idaho Avenue (APN 024-051-031), consisting of approximately 84.22 acres, which is designated Light Industrial pursuant to the City of Lemoore 2030 General Plan, and zoned consistent with this designated land use. A legal description and description of this parcel is attached hereto as Exhibit “A.”

B. The Property is the subject of an executed and recorded Disposition and Development Agreement between Landowner and the City (“**City/Landowner DDA**”), where Landowner agreed to purchase the Property from the City in exchange for an agreement to construct a manufacturing, distribution and warehouse center on the Property so as to provide public benefit, including a significant increase in the local property tax base, creation of an estimated 1,366 new jobs, and related secondary economic benefits to the City.

C. On June 18, 2019, the Lemoore City Council, in accordance with the State of California's Medicinal and Adult-Use Cannabis Regulation and Safety Act (“**MAUCRSA**” or the “**Act**”) approved the introduction (first reading) of Ordinance No. 2019-03 (“**Ordinance**”) to amend the Lemoore Municipal Code relating to Cannabis as follows: Title 4, Chapter 8 – Cannabis, to allow for and to regulate Commercial Cannabis Operations; Title 9, Chapter 4, Section 9-4a-5, to conform certain land use definitions to State law; Title 9, Chapter 4, Section 9-4b-2, to clarify Medicinal and add Commercial Cannabis activities in designated zones; and Title 9, Chapter 4, Section 9-4d-3, to clarify that Cannabis activities are prohibited in Community Gardens. The City Council also approved Zoning Text Amendment No. 2019-01. The City Council waived the reading of the Ordinance in its entirety, and set the second hearing on the Ordinance for the Council’s next regular meeting on July 2, 2019.

D. On July 2, 2019, the Lemoore City Council adopted the Ordinance at a duly-noticed public hearing. By law, the Ordinance will take effect on August 2, 2019.

E. Under this Agreement, Landowner proposes to lease approximately twenty (20) acres of the Property (“**Leased Property**”) to Developer, and Developer proposes to construct on the Leased Property a Commercial Cannabis Operation in accordance with MAUCRSA and the Ordinance.

F. It is the intent of the parties that this Agreement is contingent upon Developer obtaining a Commercial Cannabis regulatory permit (“**Regulatory Permit**”) on the Leased Property pursuant to the Ordinance. Landowner and Developer acknowledge that nothing in this Agreement is intended to or shall operate to pre-commit City’s discretion with respect to required land use or other entitlements, permits, and approvals, including, without limitation, interpreting, enforcing or amending the Ordinance and issuing, monitoring or revoking the Regulatory Permit for the Developer’s proposed use of the Property consistent with the Ordinance (hereinafter the “**Project**”).

G. Developer represents that it is an experienced developer and/or operator of commercial cannabis operations or has otherwise contracted with experienced commercial developers, operators, contractors, and other professionals for the purposes of developing the Project on the Leased Property. Developer acknowledges that it be responsible for all improvements to the Leased Property necessary for the Project.

H. Developer represents its intention to hire City residents whenever practicable to work in its commercial cannabis operations, and City encourages Developer to hire locally.

NOW, THEREFORE, pursuant to the authority contained in the California’s Development Agreement statutes (Government Code section 65864, et seq.), enacted pursuant to Article XI, Section 2 of the California Constitution, and in consideration of the foregoing recitals of fact, all of which are expressly incorporated into this Agreement, the mutual covenants set forth in this Agreement, the City, Landowner, and Developer agree as follows:

I. Development of Leased Property. Developer proposes to use the Leased Property for a Commercial Cannabis Operation to the maximum extent allowed under MAUCRSA and the Ordinance, which includes both medical and adult use for nursery, cultivation, processing, manufacturing, distribution, and non-storefront delivery. For this to happen, City must approve a Regulatory Permit. The exact Commercial Cannabis Operation to be approved for the Leased Property will be determined during the Regulatory Permit process, but shall be consistent with the terms and conditions of this Agreement.

II. Lawfulness of Activities. In entering into this Agreement and processing the Regulatory Permit, the City makes no guarantees or promises as to the lawfulness of the proposed commercial cannabis operations under State or federal law, and Developer is obligated to comply with all applicable laws. To the fullest extent permitted by law, City shall not assume any liability whatsoever with respect to approving the Ordinance, a Regulatory Permit for Developer, or any other commercial cannabis operation approved by City.

III. Developer Representations. Developer represents and warrants that Developer, and/or principal members of Developer, is/are an experienced developer and operator of commercial properties with experience in cannabis operations, or has otherwise contracted with experienced commercial developers, architects, and/or other professionals for the purpose of developing the

Property. The qualifications and identity of Developer and Developer's contractors are of particular concern to City, and because of such qualifications and identity, the City has entered into this Agreement with Developer. City has considered and relied upon Developer's representations and warranties in entering into this Agreement.

IV. Landowner Representations. Landowner represents and warrants that Landowner, in leasing the Leased Property to Developer for purposes of this Agreement, will not be in breach of any of its obligations under the City/Landowner DDA. Nothing in this Agreement shall be construed as a waiver by the City of any of its rights and remedies under the City/Landowner DDA, including, but not limited to, the reversion of reversion.

V. Fees and Taxes. Developer shall pay to City the following fees and taxes:

A. Customary business license fees and any regulatory permit fee that may be required as part of the Ordinance and Regulatory Permit.

B. An annual revenue raising fee for the privilege of having the right to conduct a commercial cannabis operation in the City ("**Revenue Raising Fee**"). The Revenue Raising Fee shall be:

1. Cultivation and other uses not specifically described below. A minimum annual fee of six dollars (\$6.00) per cubic foot for the first 25,000 cubic feet for all of Developer's commercial cannabis operations in the City; three dollars (\$3.00) per cubic foot for the next 25,001 to 50,000 cubic feet; and two dollars (\$2.00) per cubic foot for any additional square feet. This cubic foot calculation shall be used if Developer is cultivating on multiple levels within the same square footage footprint. Otherwise, the cubic foot calculation shall be identical to the square footage being used by Developer, less the square footage excluded from inclusion as described herein. The square footage calculation shall be determined by including all portions of the Premises under the control of the Developer or an Affiliate Entity (as defined in Section 7, subsection C), and deducting therefrom nursery operations ("**Nursery**"), which is defined as square footage inhabited by clones, immature plants (non-flowering cannabis plants), seeds, and other agricultural products used specifically for the propagation and cultivation of cannabis), processing ("**Processing**"), which is defined as activities associated with drying, curing, grading, trimming, storing, packaging, and labeling of non-manufactured cannabis products, driveways, sidewalks, landscaping, vacant unused space, areas used exclusively for office space, employee break rooms, restrooms, and storage space unrelated to the commercial cannabis operation (such as a janitorial closet). The total under-canopy square footage shall be included in the square footage calculation. The term "**Canopy**" is defined pursuant to MAUCRSA and implementing regulations in existence at the time of execution of this Agreement. In the event Developer or an Affiliate Entity acquires real property in the City in addition to the Property to operate commercial cannabis operations, any additional square footage of the commercial cannabis operations on such additional real property shall be added to the square footage of the Property for purposes of calculating the Revenue Raising Fee pursuant to this subdivision (A)(1). If such additional property is added to the square footage of the then-current Regulatory Permit,

Developer shall amend the Regulatory Permit to incorporate it.

2. Distribution: In addition to subdivision (B)(1) above, the Revenue Raising Fee shall equal one percent (1%) of Gross Receipts generated from distribution of products .

a. The term "Gross Receipts," for purposes of computing the Revenue Raising Fee, shall exclude any payments made to Developer by an Affiliate Entity (as defined herein), but shall include any and all revenues generated from the Affiliate Entity's sale of cannabis or cannabis products to another State or local licensed or permitted cannabis business.

3. Manufacturing: A minimum fee of Forty Five Thousand Dollars (\$45,000.00).

4. The parties agree that every three (3) years (beginning from the date on which the Regulatory Permit is first issued), the parties will renegotiate the Revenue Raising Fee and the required payments, and all parties hereby agree that they will exert their best efforts to negotiate this term in good faith, with the joint goal of making the business activities described herein sustainable in the State, and therefore a consistent and reliable source of funds for the City.

5. Notwithstanding the above, in the first full calendar year of operation beginning with the approval of Developer's Regulatory Permit, City agrees to waive its right to collect all Revenue Raising Fees.

6. In the second full calendar year of operation, Developer agrees to pay Revenue Raising Fee as determined by subsections (B)(1) and (B)(2) of this Section V.

7. Payments of the Revenue Raising Fee shall occur quarterly, and all payments shall be received by the City no later than thirty (30) days following the end of the quarter to which the fees are applied.

8. In the even that City passes a cannabis tax of any form or amount, the City agrees that the tax will not apply to Developer, and Developer is bound to pay only the Revenue Raising Fee pursuant to this Section V in lieu of a cannabis tax.

C. If a commercial cannabis operation not owned or controlled by Developer or its principals operates on the Property, such operation shall be required to obtain a Regulatory Permit, and each new Regulatory Permit holder shall be responsible for paying the Revenue Raising Fees set forth in subsections A1 and A2 of this Section 4 above separately from Developer. No change to Developer's entity status or change in ownership of Developer shall require Developer to obtain a new Regulatory Permit, except that a change in ownership that constitutes a change in control of Developer (*i.e.*, a change in ownership that results in one

person or entity owning more than 50 percent of the ownership interest) shall require Developer to obtain a new Regulatory Permit before the change in ownership takes place.

D. The requirements of this Section V. shall be a recordable covenant running with the land and binding on all owners, tenants, and Regulatory Permit holders for the Property.

VI. Compliance with Laws. Developer shall operate the Commercial Cannabis Operation in conformity MAUCRSA and any implementing regulations, as they may be amended from time to time. Developer shall comply with all other applicable laws, state labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, all other provisions of the Lemoore Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, California Government Code Section 4450, *et seq.*, California Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.* with respect to the existing and any proposed improvements on the Leased Property.

VII. Indemnity.

A. Commercial Cannabis Operations. Developer shall defend, indemnify, assume all responsibility for, and hold City and its officers, agents, employees, and volunteers, harmless from all claims, demands, damages, defense costs or liability of any kind or nature arising from or related to any State or federal law enforcement action against Landowner or Developer, Landowner's or Developer's tenants, subtenants, licensees, contractors and employees ("**Landowner/Developer Parties**") in connection with the commercial cannabis operation conducted on the Leased Property after Closing ("**Cannabis Claims**"). Developer's indemnity shall not extend to any loss of revenue suffered or incurred by City in connection with any termination, cessation, restriction, seizure, or other limitation of any commercial cannabis operation on the Property.

B. Construction and Other Operations. In addition to the indemnity obligations contained herein, Landowner and Developer shall defend, indemnify, assume all responsibility for, and hold City and its officers, agents, employees, and volunteers, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof, including all construction and operation activities on the Project, and for any damages to property or injuries to persons, including accidental death (including attorneys' fees and costs), which may be caused by any acts or omissions of Developer Parties in the performance under this Agreement, whether such damage shall accrue or be discovered before or after termination of this Agreement ("**Other Claims**"). Notwithstanding the foregoing, neither Landowner nor Developer shall be liable under this section for any property damage or bodily injury is caused by the sole negligence or willful misconduct of the City or its agents or employees.

VIII. Restrictions on Transfer.

A. Assignee Obligations. In the absence of specific written agreement by City, no assignment or transfer by Developer of all or any portion of its rights shall be deemed to relieve it or any successor party from any obligations under this Agreement. In addition, no attempted assignment of any of Developer's obligations hereunder shall be effective unless and until the successor party executes and delivers to City an assumption agreement in a form reasonably approved by the City assuming such obligations.

B. Affiliate Entities. Notwithstanding the foregoing restrictions on transfer, the Developer may enter into written contracts with one or more "**Affiliate Entities**," which are defined as entities that are owned or controlled by Developer or its principals to conduct commercial cannabis operations in the City pursuant to the Regulatory Permit, and other entities or individuals with which Developer contracts to conduct business pursuant to the Regulatory Permit. Developer may enter into these written contracts with or without the prior written consent of the City, which will not be unreasonably withheld. In addition, any such Affiliate Entity shall be required to sign a written agreement agreeing to be bound and subject to the terms and conditions of this Agreement.

IX. Defaults and Remedies. Failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "**Default**" under this Agreement. A party claiming a Default shall give written Notice of Default ("**Notice**") to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party within fifteen (15) days from receipt of such Notice immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall diligently complete such cure, correction or remedy.

In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Kings, California, or in the United States District Court for the Eastern District of California – Fresno Division, if allowable.

X. Term

The term of this Agreement shall be for twenty five (25) years, with an optional fifteen (15) year extension.

XI. General Provisions.

A. Notices, Demands and Communications between the Parties. Any approval, disapproval, demand, document or other notice ("**Notice**") which either party may desire to give

to the other party under this Agreement must be in writing and may be given by any commercially acceptable means to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice.

To City: _____

With a copy to: _____

Lozano Smith
7404 N. Spalding
Fresno, California 93720
Tel: (559) 431-5600
Fax: (559) 431-4420
Email: mlerner@lozanosmith.com

To Landowner: _____, LP

Tel: (____) ____ - ____
Fax: (____) ____ - ____
Email:

With a copy to:

To Developer: _____, LLC

Tel: (____) ____ - ____
Fax: (____) ____ - ____
Email:

With a copy to:

Quinlan, Kershaw & Fanucchi
2125 Merced St.
Fresno, CA 93721
Attn: David Moeck
Tel: (559) 268-8771
Email: david@qkffirm.com

Any written notice, demand or communication shall be deemed received: immediately if delivered by hand; 24 hours after delivery to a receipted, overnight delivery service such as Federal Express; 24 hours after delivery by e-mail with an acknowledgement of receipt by the intended recipient; and on the fourth (4th) day from the date it is postmarked if delivered by registered or certified mail.

B. Successors and Assigns. All of the terms, covenants and conditions of this Agreement shall be binding upon Landowner, Developer and City, and their respective successors and assigns. Whenever the terms "Landowner" or "Developer" are used in this Agreement, such term shall include any other successors and assigns as herein provided. This Agreement shall run with the land and be binding upon Landowner's successors and assigns in and to the Property and upon City's successors and assigns.

C. Relationship between City, Landowner, and Developer. It is hereby acknowledged that the relationship between City, Landowner, and Developer is not that of a partnership or joint venture and that City, Landowner, and Developer shall not be deemed or construed for any purpose to be the agent of the other. Except as expressly provided herein or in the Attachments hereto, City shall not have any rights, powers, duties or obligations with respect to the Project.

D. No Third-Party Beneficiaries. There shall be no third-party beneficiaries of this Agreement.

E. Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

F. Integration. This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. This Agreement includes all Attachments and Exhibits attached hereto, which are incorporated herein.

G. Interpretation and Applicable Law. This Agreement has been prepared with input from both parties, and shall be interpreted as though prepared jointly by both parties. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

H. No Waiver. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or

remedies. Nor shall a waiver by either party of a breach of any of the covenants, conditions or promises under this Agreement to be performed by the other party be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

I. Modifications. For any alteration, change or modification of or to this Agreement to become effective, it shall be made in writing and in each instance signed on behalf of each party.

J. Legal Advice. Each party represents and warrants to the other the following: They have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

K. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

L. Non-Liability of Officials and Employees of the City. No official, employee or agent of the City shall be personally liable to Landowner or Developer, or any successor in interest, in the event of any Default or breach by the City or for any amount which may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

M. Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

N. Most Favored Nation Clause; Renegotiation. If the City enters into a Development Agreement, or any other agreement, with a commercial cannabis operator, or enacts a cannabis tax structure that has terms and conditions related to fees in Section V that are more favorable in the aggregate to that operator than the terms and conditions contained herein, City shall amend this Agreement to provide for the payment of fees by Developer that are the same as those fees agreed to be paid by the new commercial cannabis operator.

IN WITNESS WHEREOF, the City and the Developer have executed this Disposition and Development Agreement as of the date set forth above.

LANDOWNER

_____, General Partner

Date: _____

DEVELOPER

_____, Managing Member

Date: _____

CITY OF LEMOORE

_____, City Manager

Date: _____

ATTEST:

_____, City Clerk

Date: _____

J:\wdocs\01943\006\AGT\00667749.DOC

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF PARCEL

1655 South 19th Avenue, Lemoore, CA 93245

The land referred to is situated in the County of Kings, City of Lemoore, State of California, and is described as follows:

That certain Parcel of land lying in the Southeast quarter of Section 16, Township 19 South, Range 20 East, Mount Diablo Baseline and Meridian, according to the United States Government Township Plat approved October 28, 1869, in the City of Lemoore, County of Kings, State of California, more particularly described as follows:

All of Lot 11 of Tract No. 614, recorded in Volume 14 of Licensed Surveyor's Plats at Page 42, in said County.

EXCEPTING THEREFROM that portion thereof described in the Grant Deed to the State of California, recorded January 19, 1996, as Instrument No. 96-01168 of Official Records.

ALSO EXCEPTING THEREFROM that portion thereof granted to The Artesia Companies, Inc. in the Grant Deed dated August 5, 2002, and recorded September 5, 2002, as Instrument No. 02-19417 of Official Records.

ALSO EXCEPTING all mineral's every kind and nature whatsoever including, without limiting the generality of the foregoing, petroleum, oil, asphaltum, gas, and all other hydrocarbon substances, carbon dioxide, nitrogen, sulphur dioxide, helium and all other natural gases, together with the exclusive right to prospect, bore, drill for and produce any or all of such minerals, either by means of facilities located on said land or located on adjoining or nearby lands; and further reserving the exclusive easements and right to bore or drill in and through said above-described property to explore for and extract petroleum, oil, asphaltum, gas, and other hydrocarbon substances, nitrogen, carbon dioxide, sulphur dioxide, helium and all other natural gases and minerals for every kind and nature whatsoever from adjoining or nearby lands; ALSO RESERVING the right to drill for, develop, and use such water on said above-described property as may be required for drilling and/or producing operations only; as excepted, retained and reserved in that certain Deed from Socony Mobil Oil Company, Inc. a New York corporation, to Thomas H. Hess, et al, dated December 30, 1963 in Book 844 at Page 306 of Official Records, as Document No. 16709.

APN: 024-051-031

**August 6, 2019 Minutes
Lemoore City Council
Study Session**

CALL TO ORDER:

At 5:30 p.m., the meeting was called to order.

ROLL CALL: Mayor: NEAL
Council Members: BROWN, LYONS

City Staff and contract employees present: City Manager Olson; City Attorney Van Bindsbergen; Public Works Director Rivera; Community Development Director Holwell; Commander Kendall; Deputy City Clerk Venegas; Finance Manager Beyersdorf.

SS-1 City Council Applicants for District C and District E

Deputy City Clerk stated the applicants for City Council would be announced and have up to 10 minutes to provide additional information as well as answer any questions Council may request. The following applicants spoke:

District C
Frank Gornick
Christopher Schalde

Note:
Thomas Reed and James Vigil were out of town and unable to attend.

District E
Hugh Allen
Guadalupe Capozzi
James Kilner
Patricia Matthews
John Plourde
Shelly Reese
Tegan Winters

Note:
Gwendolyn Sue Landrus and Willard Rodarmel were unable to attend.

Council adjourned to Closed Session at 6:47 p.m.

CLOSED SESSION

1. Conference with Legal Counsel – Existing Litigation
Government Code Section 54956.9(d)(1)
Sandridge Partners, L.P. v. California Regional Water Quality Control Board –
Central Valley Region, City Of Lemoore as Real Parties In Interest
Case No. 19CECG02306

2. Conference with Real Property Negotiators
Government Code Section 54956.8
Property: 400 and 500 S. 19½ Avenue, City of Lemoore; 9.10 Acres; Assessor's Parcel Numbers 023-400-001, 023-400-002, and 023-400-003; 12 Acres; APN: 024-051-030
Agency Negotiator: Mr. Nathan Olson, City Manager
Negotiating Party: GSFH, LLC, a California limited liability company
Under Negotiation: Price and Terms
3. Conference with Real Property Negotiators
Government Code Section 54956.8
Property: 308 E Street, City of Lemoore; Lease of Building; Assessor's Parcel Number 020-050-003
Agency Negotiator: Mr. Nathan Olson, City Manager
Negotiating Party: Valley Pure Lemoore, LLC, a California limited liability company
Under Negotiation: Price and Terms

Council adjourned at 7:50 p.m.

**August 6, 2019 Minutes
Lemoore City Council
Regular City Council Meeting**

CALL TO ORDER:

At 7:53 p.m., the meeting was called to order.

ROLL CALL: Mayor: NEAL
Council Members: BROWN, LYONS

City Staff and contract employees present: City Manager Olson; City Attorney Van Bindsbergen; Public Works Director Rivera; Community Services Director Holwell; Parks and Recreation Director Glick; Commander Kendall; Deputy City Clerk Venegas; Finance Manager Beyersdorf; Utilities Manager Souza.

REPORT OUT OF CLOSED SESSION

There was no Report Out.

PUBLIC COMMENT

There was no Public Comment.

CEREMONIAL / PRESENTATION – Section 1

1-1 Recognition of Lemoore Recreation Department Volunteers and Sponsors

Parks and Recreation Director Glick introduced Recreation Specialist Sheila Taylor to announce the Volunteers and Sponsors. He also recognized her for her excellent service to the program.

Recreation Specialist Taylor recognized Part-Time employees Kyle Smith and Victoria Chavez for ensuring Day Camp was run smoothly. She recognized the following Sponsors and Volunteers:

<u>Sponsor</u>	<u>Volunteer</u>
Retired Sergeant Jim Chaney	Sierra Moreno
Lemoore Lions Club	Reese Espinoza
Kings Lions Club	Christopher Staley
Volunteers in Policing	Lily Julia
Lemoore Cultural Arts	Liliana Flores
Betty Tetters	Jose Lopez
American Legion Post 100	Trevon Gaffney
Henry Campos	Matthew Lourenco
	Mishaelynn Stephens
	Julissa Alvarado
	Alana Silva

DEPARTMENT AND CITY MANAGER REPORTS – Section 2

2-1 Department & City Manager Reports

There were no Department and City Manager Reports.

CONSENT CALENDAR – Section 3

- 3-1 Approval – Minutes – Regular Meeting – July 16, 2019
- 3-2 Approval – Errata Notice of Resolution 2019-17 to Correct Public Hearing Date on Resolution Approved May 21, 2019
- 3-3 Approval – Agreement between the City of Lemoore and the Lemoore Volunteer Fire Department Association for Ancillary Services
- 3-4 Approval – Authorization to Purchase and Install a 15-Ton HVAC Unit at the Civic Auditorium located at 435 C Street
- 3-5 Approval – Agreement for Professional Legal Service between the City of Lemoore and Lozano Smith Attorneys at Law
- 3-6 Approval – Acquisition of Real Property, APN 024-051-030 – Resolution 2019-30
- 3-7 Approval – Guaranteed Maximum Price of Construction of Water Treatment Plants
- 3-8 Approval – Declaring Public Nuisances and Ordering Public Hearing Regarding Weed Abatement – Resolution 2019-31
- 3-9 Approval – Agreement between the City of Lemoore and the County of Kings for the Provisions of Animal Control Services
- 3-10 Approval – Revised City Council Meeting Schedule for the remainder of 2019 Calendar Year - Resolution 2019-32 Rescinding Resolution 2019-18

Motion by Council Member Brown, seconded by Council Member Lyons, to approve Consent Calendar as presented.

Ayes: Brown, Lyons, Neal

PUBLIC HEARINGS – Section 4

- 4-1 Confirming the Diagram and Assessment of Annual Levy for Fiscal Year 2019-2020 for Landscaping and Lighting Maintenance District No. 1 (LLMD) Zones 1 through 13 – Resolution 2019-33 – and Public Facilities Maintenance District Number 1 (PFMD) Zones 1 through 9 – Resolution 2019-34

*Public Hearing opened at 8:17 p.m. No one spoke.
Public Hearing closed at 8:17 p.m.*

Motion by Council Member Brown, seconded by Council Member Lyons, to accept Engineer's Report and adopt Resolution 2019-33 and Resolution 2019-34, confirming the diagram and assessment of the annual levy for Fiscal Year 2019-2020 for Landscape and Lighting Maintenance District Number 1, Zones 1 through 13 and Public Facilities Maintenance District Number 1, Zones 1 through 9.

Ayes: Brown, Lyons, Neal

- 4-2 Ordering Annexation and Inclusion of an Additional Territory (Tract 839) in Zone 11 of Landscape and Lighting Maintenance District No. 1 and Confirming the Diagram and Assessment of Annual Levy for Fiscal Year 2019-2020 for Landscape and Lighting Maintenance District No. 1 – Resolution 2019-35

*Public Hearing opened at 8:21 p.m. No one spoke.
Public Hearing closed at 8:21 p.m.*

*0 Ballots received in favor
38 Ballots received in opposition in the amount of \$4,408*

Item failed.

NEW BUSINESS – Section 5

- 5-1 Report and Recommendation – Appointment of City Council Applicants for District C and District E

Deputy City Clerk Venegas accepted nominations for District C.

Motion by Council Member Brown, seconded by Council Member Lyons, to appoint Christopher Schalde as Council Member for District C.

Ayes: Brown, Lyons, Neal

Motion passed.

Deputy City Clerk Venegas accepted nominations for District E.

Motion by Mayor Neal to appoint Shelly Reese. No second received. Motion failed.

Motion by Council Member Lyons, seconded by Council Member Brown, to appoint John Plourde as Council Member for District C.

Ayes: Brown, Lyons
Noes: Neal

Motion failed.

Motion by Council Member Lyons, seconded by Council Member Brown, to appoint Jim Kilner as Council Member for District C.

Ayes: Brown, Lyons
Noes: Neal

Motion failed.

Motion by Mayor Neal, seconded by Council Member Lyons, to appoint Patricia Matthews, as Council Member for District E.

Ayes: Lyons, Neal
Noes: Brown

Motion failed.

Motion by Council Member Brown, seconded by Mayor Neal, to appoint Guadalupe Capozzi as Council Member for District E.

Ayes: Brown, Neal
Noes: Lyons

Motion failed.

Motion by Council Member Lyons, seconded by Council Member Brown, to appoint Tegan Winters as Council Member for District E.

Ayes: Brown, Lyons
Noes: Neal

Motion failed.

Motion by Council Member Brown, seconded by Council Member Lyons, to appoint Gwendolyn Sue Landrus as Council Member for District C.

Ayes: Brown, Lyons
Noes: Neal

Motion failed.

Motion by Council Member Lyons, seconded by Mayor Neal, to appoint Hugh Allen as Council Member for District E.

Ayes: Brown, Lyons, Neal

Motion passed.

5-2 Administration of Oath of Office – Newly Appointed Council Members

City Clerk Venegas administered the Oath of Office to Council Member Schalde. Council Member Allen was not in attendance and Oath of Office will be administered at the next meeting on August 20, 2019.

CITY COUNCIL REPORTS AND REQUESTS – Section 6

6-1 City Council Reports / Requests

Council Member Schalde thanked everyone and will do the best he can to serve the citizens. Hopes to fill in the shoes that were recently vacated by Council Member Billingsley.

Council Member Brown thanked all applicants. We are a team and need community input.

Council Member Lyons thanked all applicants. The future is bright.

Mayor Neal appreciates everyone coming out. God Bless.

City Manager Olson congratulated Council Member Schalde. Typically a reorganization of Council and the Boards and Commissions is done with the seating of new Council Members. Consensus was received to reorganize Council and the Boards and Commissions.

ADJOURNMENT

At 8:43 p.m., Council adjourned.

Approved the 20th day of August 2019.

APPROVED:

Edward Neal, Mayor

ATTEST:

Marisa Avalos, City Clerk



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6744

Staff Report

Item No: 3-2

To: Lemoore City Council

From: Amanda Champion, Management Analyst

Date: August 8, 2019

Meeting Date: August 20, 2019

Subject: San Joaquin Valley Air Pollution Control District Grant for GEM Carts

Strategic Initiative:

- | | |
|---|--|
| <input type="checkbox"/> Safe & Vibrant Community | <input type="checkbox"/> Growing & Dynamic Economy |
| <input checked="" type="checkbox"/> Fiscally Sound Government | <input type="checkbox"/> Operational Excellence |
| <input type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> Not Applicable |

Proposed Motion:

Approve and authorize the City Manager to execute the contracts to receive grant funding from the San Joaquin Valley Air Pollution Control District.

Subject/Discussion:

In April of 2018, the City applied for grant funding through the San Joaquin Valley Air Pollution Control District (SJVAPD) to purchase four (4) new electric GEM carts. The grant is for emission reducing vehicles and allows up to \$20,000 per vehicle. The City has been on a waiting list, and recently received notification that our applications were approved.

The Water Division received approval for reimbursement for three (3) GEM carts at a value of \$16,346.38 each. The new vehicles will serve as replacement vehicles for units 731, 789, and 790.

The Fire Department received approval for reimbursement for one (1) cart in the amount of \$17,955.12. The new GEM cart will replace their current GEM cart, and will be used to travel and carry supplies from the Fox Fire Station to the Cinnamon Fire Station.

Per contract requirements, the City must maintain all records related to the grant including annual mileage, fuel usage, maintenance, and correspondence for three (3) years to meet grant conditions. The respective funds would be responsible for any maintenance and/or repair costs.

Financial Consideration(s):

Short term, the grant is reimbursing the City for all initial costs for the vehicles. Long-term maintenance costs would come from the Water Fund and General Fund respectively.

Alternatives or Pros/Cons:

Pros:

- This grant gives the City the opportunity to purchase new electric vehicles at no upfront cost to the City.
- Electric vehicles are better for the environment.

Cons:

- The City would need to cover maintenance costs.
- Some staff time would be used in administering the grant.

Commission/Board Recommendation:

N/A

Staff Recommendation:

Staff recommends Council approve and authorize the City Manager to execute the contract documents, allowing the purchase and reimbursement of the four GEM cart vehicles.

Attachments:

- ☐ Resolution:
 - ☐ Ordinance:
 - ☐ Map
 - ☒ Contracts
 - ☒ Other
- List: Quotes

Review:

- ☒ Asst. City Manager
- ☒ City Attorney
- ☒ City Clerk
- ☒ City Manager

Date:

- 8/14/19
- 8/15/19
- 8/16/19
- 8/15/19



August 6, 2019

Nathan Olson
City of Lemoore
711 W Cinnamon Drive
Lemoore, CA 93245

RE: **Project Status: Agreement**
Public Benefit Program Alternative Fuel Component - Project Number: **C-62802-1-A1**

Dear Nathan Olson:

Thank you for your interest in the San Joaquin Valley Air Pollution Control District (SJVAPCD) Incentive Programs. Your project has been approved for funding.

Please find the grant amount on the enclosed contract under the section: **COMPENSATION**.

Note: If the actual project costs are less than the estimated costs stated in your application, the funding amount may be reduced.

An agreement is enclosed along with the SJVAPCD Disclosure of Funds form. Please carefully review the terms and conditions of the agreement and verify that the information in the agreement is accurate. In addition, please review and complete the Disclosure of Funds form. Please sign and return both the agreement and the Disclosure of Funds form to the SJVAPCD Central Region Office in Fresno, California no later than **ten (10) business days from the date on this letter**.

Agreements are executed after signatures from all parties involved (Applicant and SJVAPCD) have been obtained. **Do not** purchase, order, or in any way take possession of the new alternative fuel vehicle(s) until you are notified that your agreement has been executed. **Your agreement is not yet executed.**

Please do not date or place any stamps on the agreement. The agreement will be dated when the final signature is received.

If you have any questions, please call (559) 230-5800 or email contracts@valleyair.org and the Incentive Programs staff will be happy to assist you. Please be sure to reference your Project Number **C-62802-1-A1**.

Sincerely,

Public Benefit Program Staff
Incentive Programs

Samir Sheikh

Executive Director/Air Pollution Control Officer

Enclosures (2)

Northern Region
4800 Enterprise Way
Modesto, CA 95356-8718
Tel: (209) 557-6400 FAX: (209) 557-6475

Central Region (Main Office)
1990 E. Gettysburg Avenue
Fresno, CA 93726-0244
Tel: (559) 230-6000 FAX: (559) 230-6061
www.valleyair.org

Southern Region
34946 Flyover Court
Bakersfield, CA 93308-9725
Tel: 661-392-5500 FAX: 661-392-5585

SJVAPCD Disclosure of Funds

Identification of Potential Co-Funding

Public Benefit Program Alternative Fuel Component
Project Number: **C-62802-1-A1**

To be eligible to receive incentive funding from the San Joaquin Valley Air Pollution Control District (SJVAPCD), you **must** indicate below if you have applied for or received funding from any other sources for this project. You must also indicate if you intend to apply for additional funding from other sources in the future for this project. Examples of additional funding sources include, but are not limited to, the USDA EQIP, California Air Resources Board, and private sources. Additionally, you are required to disclose the value of any current financial incentive that directly reduces the project cost; including tax credits or deductions, grants, or other public financial assistance; of the new alternative fuel vehicle(s) in this project.

Information provided on this form may be shared as required by federal, state, and local laws. Any owner, designee, or other third party who is found to have submitted multiple applications or signed multiple contracts for this same specific project without proper disclosure shall be disqualified from funding for that project from all sources within the control of the SJVAPCD, other air districts, or ARB.

NOTE: Applying for or receiving funding from other sources for this project does not necessarily preclude you from applying for or receiving funding from the SJVAPCD.

Applicant certifies (please check one):

☐ Yes, I **HAVE** applied for funding from other sources. List applicable Source, Program and Project/Reference Number(s).

Indicate Funding amount \$ _____

☐ No, I **HAVE NOT** applied and **WILL NOT** apply for funding from other sources.

Please list here any current financial incentive(s) you have received which directly reduces the project cost:

Nathan Olson

Contract Signing Authority

Contract Signing Authority Signature

Date
(**Date required on this document, do not date the contract.)

SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT

PUBLIC BENEFIT GRANTS PROGRAM

FUNDING AGREEMENT

(New Alternative Fuel Vehicle Purchase)

This Agreement is made and entered into this _____ day of _____, 2019, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq. (District), and **City of Lemoore** (Participant).

WITNESSETH:

WHEREAS, the California Clean Air Act (CCAA) requires local air pollution control districts to reduce emissions from motor vehicles;

WHEREAS, AB 2766, AB 923, SB 709, and AB 2522 authorize districts to impose fees upon certain registered motor vehicles within the district, and the governing board of the District has imposed said fees;

WHEREAS, said legislation requires District to use said funds for activities related to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, the District has developed other funding mechanisms in order to provide grant monies for its incentive programs; and

WHEREAS, on August 11, 2011, the District began accepting applications to approve for funding those projects deemed to be most suitable for vehicle license fees and other funding; and

WHEREAS, Participant has proposed a project that meets the eligibility criteria of the Public Benefit Grants Program, New Alternative Fuel Vehicle Purchase Component and has been approved by the District for funding; and

1 **WHEREAS**, Participant represents that it is willing and able to perform the
2 activities set forth herein.

3 **NOW, THEREFORE**, based on their mutual promises, covenants, and
4 conditions, the parties hereby agree as follows:

5 **1. PROJECT**

6 The Participant agrees to purchase and place into service the type and
7 number of new alternative fuel vehicle(s) as set forth in the application attached hereto
8 and incorporated herein as Exhibit A. Participant agrees, that at the date of execution
9 of this Agreement, Participant has not yet purchased, taken possession, or ordered said
10 vehicle(s) and agrees to furnish all labor, materials, equipment, licenses, permits, fees,
11 and other incidentals necessary to perform and complete, per schedule, in a
12 professional manner, the requirements described herein. Participant agrees and
13 represents that purchase of the specified vehicle(s) subject of this Agreement is/are not
14 required by or to be used for compliance with any local, state, or federal rule or
15 regulation, settlement agreement, mitigation agreement, memorandum of
16 understanding (MOU), memorandum of agreement (MOA), or other legal mandate
17 currently in effect. Participant waives all rights to any emission reduction credits that
18 may accrue as a result of purchase of the specified vehicle(s).

19 In the event of any conflict between or among the terms and conditions of
20 this Agreement and the exhibit incorporated herein, such conflict shall be resolved by
21 giving precedence in the following order of priority:

- 22 1. To the text of this Agreement
23 2. Exhibit to this Agreement

24 **2. TIMETABLE/PERIOD OF PERFORMANCE**

25 Participant shall purchase and place the new alternative fuel vehicle(s)
26 into service, and submit all final claims as outlined in Paragraph 3, **no later than one**
27 **(1) year from the execution date of this Agreement.** If the Participant cannot meet
28 the project timetable as set forth herein, the Participant must notify the District in writing

1 and request to amend the Agreement to provide the Participant additional time to meet
2 all performance requirements under the Agreement. Such request is subject to review
3 and approval by the District. Participant agrees to amend the Agreement as necessary,
4 if requested by the District, to ensure the project is completed within the timetable
5 approved by the District.

6 A. **Agreement Period:** The Participant shall own and operate the new
7 alternative fuel vehicle(s) purchased under this Agreement according to the terms of
8 this Agreement for no less than three (3) years from the date in which the vehicle(s)
9 is/are first placed into service.

10 **3. COMPENSATION**

11 The total obligation of the District under this Agreement shall not exceed
12 **Sixteen Thousand Three Hundred Forty-Six And 38/100 dollars (\$16,346.38)** for the
13 purchase of the new alternative fuel vehicle(s) identified in Exhibit A. The maximum
14 funding provided per vehicle is limited to the corresponding Eligible Amount identified
15 in Exhibit A.

16 Participant shall obtain through other sources sufficient additional monies
17 to fund the total cost of the vehicle(s) as outlined in Exhibit A. In the event funding from
18 other sources for the total cost of the vehicle(s) is not received by Participant, District
19 reserves the right to terminate or re-negotiate this Agreement.

20 A. **Payments:** Advance payments shall not be permitted. The District
21 shall issue payment to Participant upon receipt of a properly supported and verified
22 claim for payment as specified in the Public Benefit Grants Program, New Alternative
23 Fuel Vehicle Purchase Component payment procedures document. The payment
24 procedures document shall be provided to Participant by the District. Payment is for
25 reimbursement to the Participant for the purchase of new alternative fuel vehicle(s) and
26 funding shall only be allowed toward the purchase of the specific vehicle(s) described
27 in Exhibit A. The District reserves the right to reduce the funding paid to the Participant
28 if it is determined that the actual invoiced costs paid by the Participant for the purchase

1 of the new vehicle(s) is/are less than the Total Eligible Amount specified in Exhibit A.
2 The District also reserves the right to reduce the funding if the Participant receives or
3 will receive co-funding from a third party that, in addition to the District's funding,
4 exceeds the total invoiced cost(s) of the new alternative fuel vehicle(s) purchased under
5 this Agreement. Participant is required to disclose all such information to the District
6 prior to the execution date of this Agreement. The Participant will not be reimbursed by
7 the District for the purchase of the new alternative fuel vehicle(s) if the Participant has
8 purchased, taken possession, or ordered the said new vehicle(s) prior to the execution
9 date of this Agreement.

10 Concurrently with the submission of any claim for payment, Participant
11 shall certify (through copies of invoices issued, checks, receipts, and the like) that
12 complete payment has been made or invoiced. Participant understands that any
13 payment received from the District to fund the vehicle(s) in this Agreement may be
14 subject to taxation and the District will issue a form 1099 to the Participant. Any tax
15 liability on the funds provided by the District shall be the sole responsibility of the
16 Participant.

17 B. **Surplus Funds:** Any compensation, which is not expended by
18 Participant pursuant to the terms and conditions of this Agreement by the project
19 completion date, shall automatically revert to District. Only expenditures incurred by
20 Participant in the direct performance of this Agreement will be reimbursed by District.

21 **4. NON-ALLOCATION OF FUNDS**

22 The terms of this Agreement are contingent on the approval and receipt
23 of funds by the appropriating government agency. Should sufficient funds not be
24 allocated, the services provided may be modified or this Agreement terminated at any
25 time by giving Participant thirty (30) days' prior written notice.

26 **5. ANNUAL REPORTING**

27 Participant shall submit annual reports on the vehicle(s) that include the
28 following information:

- 1 1. Participant contact information;
- 2 2. Proof of current California registration for the new alternative
- 3 fuel vehicle(s);
- 4 3. Proof of insurance as required by paragraph 11.
- 5 4. Annual miles or hours traveled (including mileage/activity or
- 6 hour/activity logs for documentation);
- 7 5. Summary of maintenance performed;
- 8 6. Any other pertinent information requested by the District on a
- 9 form to be provided to the Participant by the District.

10 Annual reporting will be required for three (3) subsequent years following
11 the purchase of the new alternative fuel vehicle(s). The first year annual report is due
12 on the anniversary date of when the new alternative fuel vehicle(s) was/were first placed
13 into service and for each ensuing year thereafter. Noncompliance with the reporting
14 requirements shall result in on-site monitoring by District personnel and will impact the
15 Participant's ability to receive funding from the District for future projects. Participants
16 with annual reports more than six (6) months late will not be granted any additional grant
17 funds from the District until all reports are satisfactorily submitted.

18 The District or representative designated by the District reserves the right
19 to monitor the vehicle(s), enforce the terms of this Agreement at any time during the
20 Agreement Period specified in subparagraph 2.A, and pursue repayment of funds for
21 non-compliance within the terms and conditions of this Agreement or applicable state
22 laws or regulations.

23 **6. TERMINATION**

24 A. **Breach of Agreement:** District may immediately suspend or
25 terminate this Agreement, in whole or in part, where in the determination of District there
26 is:

- 27 1. An illegal or improper use of funds;
- 28 2. A failure to comply with any term of this Agreement;

1 3. A substantially incorrect or incomplete annual report submitted
2 to the District;

3 In no event shall any payment by District constitute a waiver by District of
4 any breach of this Agreement or any default, which may then exist on the part of
5 Participant. Neither shall such payment impair or prejudice any remedy available to the
6 District with respect to the breach or default. District shall have the right to demand of
7 Participant the repayment to the District of any funds disbursed to Participant under this
8 Agreement which in the judgment of District were not expended in accordance with the
9 terms of this Agreement. Participant shall promptly refund any such funds upon
10 demand.

11 In addition to immediate suspension or termination, District may impose
12 any other remedies available at law, in equity, or otherwise specified in this Agreement.
13 The District may prohibit Participant from participating in all other District and State grant
14 programs in the future.

15 B. **Without Cause:** Either party may terminate this Agreement at any
16 time upon giving the other party at least thirty (30) days' advance written notice of
17 intention to terminate. The District shall have the right to demand prompt repayment of
18 a portion or all monies expended under this Agreement as provided in paragraph 3 if
19 the Participant does not meet all obligations under this Agreement upon such
20 termination.

21 **7. MODIFICATION**

22 Any matters of this Agreement may be modified from time to time by the
23 written consent of all the parties without in any way affecting the remainder.

24 **8. INDEPENDENT CONTRACTOR**

25 In performance of the work, duties, and obligations assumed by
26 Participant (also referred to in this section as 'Contractor') under this Agreement, it is
27 mutually understood and agreed that Contractor, including any and all of Contractor's
28 officers, agents, and employees, will at all times be acting and performing as an

1 independent contractor and shall act in an independent capacity and not as an officer,
2 agent, servant, employee, joint venture, partner, or associate of District or ARB.
3 Furthermore, District shall have no right to control or supervise or direct the manner or
4 method by which Contractor shall perform its work and function. However, District shall
5 retain the right to administer this Agreement so as to verify that Contractor is performing
6 its obligations in accordance to the terms and conditions thereof. Contractor and District
7 shall comply with all applicable provisions of law and the rules and regulations, if any,
8 of governmental authorities having jurisdiction over matters the subject thereof.

9 Because of its status as an independent contractor, Contractor shall have
10 absolutely no right to employment rights and benefits available to District employees.
11 Contractor shall be solely liable and responsible for providing to, or on behalf of, itself
12 all legally required employee benefits. In addition, Contractor shall be solely responsible
13 and save District harmless from all matters relating to payment of Contractor's
14 employees, including compliance with social security, withholding, and all other
15 regulations governing such matters. It is acknowledged that during the term of this
16 Agreement, Contractor may be providing services to others unrelated to District or to
17 this Agreement.

18 **9. NON-ASSIGNMENT**

19 Participant may not assign, sell, transfer, license, or subcontract any rights
20 or obligations to a third party within or outside of the District's boundaries without the
21 express prior consent of the District for the duration of the Agreement Period specified
22 in subparagraph 2.A. If the Participant sells or transfers ownership of the vehicle(s) or
23 any portion thereof for any reason, or is required to replace the vehicle(s) with cleaner
24 vehicle(s) prior to the end of the Agreement Period, the Participant must request and
25 receive written consent from the District prior to selling or transferring ownership of the
26 vehicle(s) or any portion thereof.

27 Prior to completing the transaction, the Participant understands that it is
28 responsible to inform the party purchasing the vehicle(s) of the Agreement provisions

1 and disclose the remaining Agreement term. The Participant shall be responsible for
2 establishing an agreement between the new owner and District in order to facilitate the
3 transfer of the Agreement provisions and terms. The Participant shall provide the
4 prospective new owner with valid contact information for the District so the new owner
5 can assume legal responsibility under the original Agreement or enter into a new
6 Agreement with the District, for the remainder of the Agreement Period. Participant
7 understands that they shall not be relieved of their legal obligation to fulfill the conditions
8 of this Agreement unless the new owner has assumed responsibility through an
9 executed agreement with the District.

10 **10. INDEMNIFICATION**

11 Participant agrees to indemnify, save, hold harmless, and at District's
12 request, defend the District, its boards, committees, representatives, officers, agents,
13 and employees from and against any and all costs and expenses (including reasonable
14 attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in
15 contract, tort, or strict liability, including, but not limited to, personal injury, death, and
16 property damage) which arise or are alleged to arise directly or indirectly from any act
17 or omission of Participant, its officers, agents, sub participants, or employees in their
18 performance of this Agreement, or out of the operations of the Participant.

19 **11. INSURANCE AND VEHICLE WARRANTY**

20 Participant is responsible for securing warranty and maintaining
21 replacement value insurance on the new alternative fuel vehicle(s) for the duration of
22 the Agreement Period specified in subparagraph 2.A. The new alternative fuel
23 vehicle(s) purchased through this Agreement must not be tampered with or modified in
24 any such manner than would void the warranty of the vehicle(s). Insurance coverage
25 must be sufficient to repay the District's investment in case major damage to the new
26 alternative fuel vehicle(s) occurs during the Agreement Period. A copy of the current
27 insurance for each vehicle purchased under this Agreement is required to be submitted
28 annually with the Participant's annual report.

1 In the event that the new alternative fuel vehicle(s) purchased under this
2 Agreement is/are in an accident, stolen, destroyed, or otherwise rendered temporarily
3 or permanently inoperable, the Participant must immediately inform the District of such
4 damage(s) and repair or replace the vehicles(s) within three (3) months from the date
5 of the occurrence at the Participant's expense and to the standards which meet all
6 program requirements for the remainder of the Participant's obligation under this
7 Agreement.

8 If the Participant repairs a vehicle rendered temporarily inoperable, said
9 repairs shall include any and all repairs necessary to restore the vehicle and any
10 optional equipment purchased under this Agreement to a reasonable condition. If the
11 Participant replaces a vehicle rendered permanently inoperable; said replacement shall
12 include an equivalent vehicle(s) that, at a minimum, meets all program eligibility
13 requirements, including emission level, Gross Vehicle Weight Rating (GVWR), etcetera.
14 As the replacement of a vehicle may require an amendment to the existing Agreement,
15 the Participant must receive prior authorization from the District in advance of any
16 purchases, and must provide any and all replacement vehicle information to the District.

17 In the event the Participant does not repair or replace vehicle(s) that
18 become inoperable to fulfill the Agreement Period specified in subparagraph 2.A, the
19 District may undertake actions pursuant to this Agreement, including recouping a
20 portion or all incentive funds provided for the vehicle(s) in question.

21 **12. RECORD KEEPING**

22 Participant shall maintain records sufficient to provide, on an annual basis,
23 information regarding annual mileage, fuel usage, invoices, general maintenance
24 details, correspondence associated with the application, award, agreement, monitoring,
25 enforcement, and reporting requirements and any other available information that may
26 be deemed pertinent to the evaluation of the program for at least two (2) years after the
27 equipment project term or three (3) years after final payment, whichever is later.
28 Records shall be readily available and accessible to the District, or District designated

representative, upon request for the purposes of ongoing evaluations or auditing.

13. NOTICES

The persons and their addresses having authority to give and receive notices under this Agreement are as follows:

PARTICIPANT

DISTRICT

Nathan Olson
City Manager
711 W Cinnamon Drive
Lemoore, CA 93245

Samir Sheikh
Executive Director/APCO
1990 East Gettysburg Ave.
Fresno, CA 93726

Any and all notices between District and Participant provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States mail, postage prepared, addressed to such party.

14. AUDITS AND INSPECTIONS

In addition to enforcement by the District or designated representative(s) of the District, the District reserves the right to perform audits of vehicle(s) and documentation and enforce the terms of this Agreement at any time during the Agreement term.

If, after audit, the District makes a determination that funds provided to the Participant pursuant to this Agreement were not spent in conformance with this Agreement or any other applicable provisions of law, the Participant agrees to immediately reimburse District all funds determined to have been expended not in conformance with said provisions.

15. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office contrary to federal or state laws, statutes, regulations,

rules, or guidelines.

16. LOBBYING PROHIBITED

None of the funds provided under this Agreement shall be used for publicity, lobbying, or propaganda purposes designed to support or defeat legislation before the Congress of the United States of America or the Legislature of the State of California.

17. CONFLICT OF INTEREST

No officer, employee, or agent of District who exercises any function or responsibility for planning and carrying out the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. Participant shall comply with all federal and state conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, agent, or employee of District.

18. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of California. Venue for any action arising out of this Agreement shall only be in Fresno County, California.

19. COMPLIANCE WITH LAWS

The Participant shall comply will all federal and state laws, statutes, regulations, rules, and guidelines which apply to its performance under this Agreement, including California driving eligibility and financial liability laws.

20. BINDING ON SUCCESSORS

This Agreement, including all covenants and conditions contained herein, shall be binding upon and inure to the benefit of the parties, including their respective successors-in-interest, assigns, and legal representatives.

21. TIME IS OF THE ESSENCE

It is understood that for Participant's performance under this Agreement, time is of the essence. The parties reasonably anticipate that Participant will, to the

reasonable satisfaction of District, complete all activities provided herein within the time schedule outlined in this Agreement, provided that Participant is not caused unreasonable delay in such performance.

22. DATA OWNERSHIP

Upon termination or expiration of this Agreement, all data which is received, collected, produced, or developed by Participant under this Agreement shall become the exclusive property of District, provided, however, Participant shall be allowed to retain a copy of any non-confidential data received, collected, produced, or developed by Participant under this Agreement subject to District's exclusive ownership rights stated herein. Accordingly, Participant shall, if requested, surrender to District all such data which is in its possession (including its sub participants or agents), without any reservation of right or title, not otherwise enumerated herein.

District shall have the right at reasonable times during the term of this Agreement to inspect and reproduce any data received, collected, produced, or developed by Participant under this Agreement. No reports, professional papers, information, inventions, improvements, discoveries, or data obtained, prepared, assembled, or developed by Participant, pursuant to this Agreement, shall be released or made available (except to District) without prior, express written approval of District while this Agreement is in force, and except as otherwise required under the California Public Records Act.

23. NO THIRD-PARTY BENEFICIARIES

Notwithstanding anything else stated to the contrary herein, it is understood that Participant's services and activities under this Agreement are being rendered only for the benefit of District, and no other person, firm, corporation, or entity shall be deemed an intended third-party beneficiary of this Agreement.

24. SEVERABILITY

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable in any respect by a court

of competent jurisdiction, such holding shall not affect any other provisions of this Agreement, and the Agreement shall then be construed as if such unenforceable provisions are not a part hereof.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Participant and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

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

3
4 **PARTICIPANT**

5 **City of Lemoore**

6
7 _____
8 Nathan Olson

DISTRICT

**San Joaquin Valley Air Pollution
 Control District**

 Samir Sheikh
 Executive Director/APCO

9 ***Approved as to legal form:***
10 San Joaquin Valley Unified Air Pollution
11 Control District

12 _____
13 Annette A. Ballatore
 District Counsel

14 ***Approved as to accounting form:***
15 San Joaquin Valley Unified Air Pollution
16 Control District

17 _____
18 Mehri Barati, C.P.A.
 Director of Administrative Services

19 ***For accounting use only:***

20 Program: _____

21 Account No.: _____

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

Public Benefit Grants Program

New Alternative Fuel Vehicle Purchase Component

Application Number: C-62802-1

Vehicle Make: GEM

Vehicle Model: e2

Vehicle Model Year: 2019

Vehicle Type: Battery-Electric

Maximum Eligible Amount: \$16,346.38



August 6, 2019

Nathan Olson
City of Lemoore
711 W Cinnamon Drive
Lemoore, CA 93245

RE: **Project Status: Agreement**
Public Benefit Program Alternative Fuel Component - Project Number: **C-62802-2-A1**

Dear Nathan Olson:

Thank you for your interest in the San Joaquin Valley Air Pollution Control District (SJVAPCD) Incentive Programs. Your project has been approved for funding.

Please find the grant amount on the enclosed contract under the section: **COMPENSATION**.

Note: If the actual project costs are less than the estimated costs stated in your application, the funding amount may be reduced.

An agreement is enclosed along with the SJVAPCD Disclosure of Funds form. Please carefully review the terms and conditions of the agreement and verify that the information in the agreement is accurate. In addition, please review and complete the Disclosure of Funds form. Please sign and return both the agreement and the Disclosure of Funds form to the SJVAPCD Central Region Office in Fresno, California no later than **ten (10) business days from the date on this letter**.

Agreements are executed after signatures from all parties involved (Applicant and SJVAPCD) have been obtained. **Do not** purchase, order, or in any way take possession of the new alternative fuel vehicle(s) until you are notified that your agreement has been executed. **Your agreement is not yet executed.**

Please do not date or place any stamps on the agreement. The agreement will be dated when the final signature is received.

If you have any questions, please call (559) 230-5800 or email contracts@valleyair.org and the Incentive Programs staff will be happy to assist you. Please be sure to reference your Project Number **C-62802-2-A1**.

Sincerely,

Public Benefit Program Staff
Incentive Programs

Samir Sheikh

Executive Director/Air Pollution Control Officer

Enclosures (2)

Northern Region
4800 Enterprise Way
Modesto, CA 95356-8718
Tel: (209) 557-6400 FAX: (209) 557-6475

Central Region (Main Office)
1990 E. Gettysburg Avenue
Fresno, CA 93726-0244
Tel: (559) 230-6000 FAX: (559) 230-6061
www.valleyair.org

Southern Region
34946 Flyover Court
Bakersfield, CA 93308-9725
Tel: 661-392-5500 FAX: 661-392-5585

SJVAPCD Disclosure of Funds

Identification of Potential Co-Funding

Public Benefit Program Alternative Fuel Component
Project Number: **C-62802-2-A1**

To be eligible to receive incentive funding from the San Joaquin Valley Air Pollution Control District (SJVAPCD), you **must** indicate below if you have applied for or received funding from any other sources for this project. You must also indicate if you intend to apply for additional funding from other sources in the future for this project. Examples of additional funding sources include, but are not limited to, the USDA EQIP, California Air Resources Board, and private sources. Additionally, you are required to disclose the value of any current financial incentive that directly reduces the project cost; including tax credits or deductions, grants, or other public financial assistance; of the new alternative fuel vehicle(s) in this project.

Information provided on this form may be shared as required by federal, state, and local laws. Any owner, designee, or other third party who is found to have submitted multiple applications or signed multiple contracts for this same specific project without proper disclosure shall be disqualified from funding for that project from all sources within the control of the SJVAPCD, other air districts, or ARB.

NOTE: Applying for or receiving funding from other sources for this project does not necessarily preclude you from applying for or receiving funding from the SJVAPCD.

Applicant certifies (please check one):

☐ Yes, I **HAVE** applied for funding from other sources. List applicable Source, Program and Project/Reference Number(s).

Indicate Funding amount \$ _____

☐ No, I **HAVE NOT** applied and **WILL NOT** apply for funding from other sources.

Please list here any current financial incentive(s) you have received which directly reduces the project cost:

Nathan Olson
Contract Signing Authority

Contract Signing Authority Signature

Date
(**Date required on this document, do not date the contract.)

**SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT
PUBLIC BENEFIT GRANTS PROGRAM
FUNDING AGREEMENT**

(New Alternative Fuel Vehicle Purchase)

This Agreement is made and entered into this _____ day of _____, 2019, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq. (District), and City of Lemoore (Participant).

WITNESSETH:

WHEREAS, the California Clean Air Act (CCAA) requires local air pollution control districts to reduce emissions from motor vehicles;

WHEREAS, AB 2766, AB 923, SB 709, and AB 2522 authorize districts to impose fees upon certain registered motor vehicles within the district, and the governing board of the District has imposed said fees;

WHEREAS, said legislation requires District to use said funds for activities related to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, the District has developed other funding mechanisms in order to provide grant monies for its incentive programs; and

WHEREAS, on August 11, 2011, the District began accepting applications to approve for funding those projects deemed to be most suitable for vehicle license fees and other funding; and

WHEREAS, Participant has proposed a project that meets the eligibility criteria of the Public Benefit Grants Program, New Alternative Fuel Vehicle Purchase Component and has been approved by the District for funding; and

1 **WHEREAS**, Participant represents that it is willing and able to perform the
2 activities set forth herein.

3 **NOW, THEREFORE**, based on their mutual promises, covenants, and
4 conditions, the parties hereby agree as follows:

5 **1. PROJECT**

6 The Participant agrees to purchase and place into service the type and
7 number of new alternative fuel vehicle(s) as set forth in the application attached hereto
8 and incorporated herein as Exhibit A. Participant agrees, that at the date of execution
9 of this Agreement, Participant has not yet purchased, taken possession, or ordered said
10 vehicle(s) and agrees to furnish all labor, materials, equipment, licenses, permits, fees,
11 and other incidentals necessary to perform and complete, per schedule, in a
12 professional manner, the requirements described herein. Participant agrees and
13 represents that purchase of the specified vehicle(s) subject of this Agreement is/are not
14 required by or to be used for compliance with any local, state, or federal rule or
15 regulation, settlement agreement, mitigation agreement, memorandum of
16 understanding (MOU), memorandum of agreement (MOA), or other legal mandate
17 currently in effect. Participant waives all rights to any emission reduction credits that
18 may accrue as a result of purchase of the specified vehicle(s).

19 In the event of any conflict between or among the terms and conditions of
20 this Agreement and the exhibit incorporated herein, such conflict shall be resolved by
21 giving precedence in the following order of priority:

- 22 1. To the text of this Agreement
23 2. Exhibit to this Agreement

24 **2. TIMETABLE/PERIOD OF PERFORMANCE**

25 Participant shall purchase and place the new alternative fuel vehicle(s)
26 into service, and submit all final claims as outlined in Paragraph 3, **no later than one**
27 **(1) year from the execution date of this Agreement.** If the Participant cannot meet
28 the project timetable as set forth herein, the Participant must notify the District in writing

1 and request to amend the Agreement to provide the Participant additional time to meet
2 all performance requirements under the Agreement. Such request is subject to review
3 and approval by the District. Participant agrees to amend the Agreement as necessary,
4 if requested by the District, to ensure the project is completed within the timetable
5 approved by the District.

6 A. **Agreement Period:** The Participant shall own and operate the new
7 alternative fuel vehicle(s) purchased under this Agreement according to the terms of
8 this Agreement for no less than three (3) years from the date in which the vehicle(s)
9 is/are first placed into service.

10 **3. COMPENSATION**

11 The total obligation of the District under this Agreement shall not exceed
12 **Sixteen Thousand Three Hundred Forty-Six And 38/100 dollars (\$16,346.38)** for the
13 purchase of the new alternative fuel vehicle(s) identified in Exhibit A. The maximum
14 funding provided per vehicle is limited to the corresponding Eligible Amount identified
15 in Exhibit A.

16 Participant shall obtain through other sources sufficient additional monies
17 to fund the total cost of the vehicle(s) as outlined in Exhibit A. In the event funding from
18 other sources for the total cost of the vehicle(s) is not received by Participant, District
19 reserves the right to terminate or re-negotiate this Agreement.

20 A. **Payments:** Advance payments shall not be permitted. The District
21 shall issue payment to Participant upon receipt of a properly supported and verified
22 claim for payment as specified in the Public Benefit Grants Program, New Alternative
23 Fuel Vehicle Purchase Component payment procedures document. The payment
24 procedures document shall be provided to Participant by the District. Payment is for
25 reimbursement to the Participant for the purchase of new alternative fuel vehicle(s) and
26 funding shall only be allowed toward the purchase of the specific vehicle(s) described
27 in Exhibit A. The District reserves the right to reduce the funding paid to the Participant
28 if it is determined that the actual invoiced costs paid by the Participant for the purchase

1 of the new vehicle(s) is/are less than the Total Eligible Amount specified in Exhibit A.
2 The District also reserves the right to reduce the funding if the Participant receives or
3 will receive co-funding from a third party that, in addition to the District's funding,
4 exceeds the total invoiced cost(s) of the new alternative fuel vehicle(s) purchased under
5 this Agreement. Participant is required to disclose all such information to the District
6 prior to the execution date of this Agreement. The Participant will not be reimbursed by
7 the District for the purchase of the new alternative fuel vehicle(s) if the Participant has
8 purchased, taken possession, or ordered the said new vehicle(s) prior to the execution
9 date of this Agreement.

10 Concurrently with the submission of any claim for payment, Participant
11 shall certify (through copies of invoices issued, checks, receipts, and the like) that
12 complete payment has been made or invoiced. Participant understands that any
13 payment received from the District to fund the vehicle(s) in this Agreement may be
14 subject to taxation and the District will issue a form 1099 to the Participant. Any tax
15 liability on the funds provided by the District shall be the sole responsibility of the
16 Participant.

17 **B. Surplus Funds:** Any compensation, which is not expended by
18 Participant pursuant to the terms and conditions of this Agreement by the project
19 completion date, shall automatically revert to District. Only expenditures incurred by
20 Participant in the direct performance of this Agreement will be reimbursed by District.

21 **4. NON-ALLOCATION OF FUNDS**

22 The terms of this Agreement are contingent on the approval and receipt
23 of funds by the appropriating government agency. Should sufficient funds not be
24 allocated, the services provided may be modified or this Agreement terminated at any
25 time by giving Participant thirty (30) days' prior written notice.

26 **5. ANNUAL REPORTING**

27 Participant shall submit annual reports on the vehicle(s) that include the
28 following information:

- 1 1. Participant contact information;
- 2 2. Proof of current California registration for the new alternative
- 3 fuel vehicle(s);
- 4 3. Proof of insurance as required by paragraph 11.
- 5 4. Annual miles or hours traveled (including mileage/activity or
- 6 hour/activity logs for documentation);
- 7 5. Summary of maintenance performed;
- 8 6. Any other pertinent information requested by the District on a
- 9 form to be provided to the Participant by the District.

10 Annual reporting will be required for three (3) subsequent years following
11 the purchase of the new alternative fuel vehicle(s). The first year annual report is due
12 on the anniversary date of when the new alternative fuel vehicle(s) was/were first placed
13 into service and for each ensuing year thereafter. Noncompliance with the reporting
14 requirements shall result in on-site monitoring by District personnel and will impact the
15 Participant's ability to receive funding from the District for future projects. Participants
16 with annual reports more than six (6) months late will not be granted any additional grant
17 funds from the District until all reports are satisfactorily submitted.

18 The District or representative designated by the District reserves the right
19 to monitor the vehicle(s), enforce the terms of this Agreement at any time during the
20 Agreement Period specified in subparagraph 2.A, and pursue repayment of funds for
21 non-compliance within the terms and conditions of this Agreement or applicable state
22 laws or regulations.

23 **6. TERMINATION**

24 **A. Breach of Agreement:** District may immediately suspend or
25 terminate this Agreement, in whole or in part, where in the determination of District there
26 is:

- 27 1. An illegal or improper use of funds;
- 28 2. A failure to comply with any term of this Agreement;

1 3. A substantially incorrect or incomplete annual report submitted
2 to the District;

3 In no event shall any payment by District constitute a waiver by District of
4 any breach of this Agreement or any default, which may then exist on the part of
5 Participant. Neither shall such payment impair or prejudice any remedy available to the
6 District with respect to the breach or default. District shall have the right to demand of
7 Participant the repayment to the District of any funds disbursed to Participant under this
8 Agreement which in the judgment of District were not expended in accordance with the
9 terms of this Agreement. Participant shall promptly refund any such funds upon
10 demand.

11 In addition to immediate suspension or termination, District may impose
12 any other remedies available at law, in equity, or otherwise specified in this Agreement.
13 The District may prohibit Participant from participating in all other District and State grant
14 programs in the future.

15 B. **Without Cause:** Either party may terminate this Agreement at any
16 time upon giving the other party at least thirty (30) days' advance written notice of
17 intention to terminate. The District shall have the right to demand prompt repayment of
18 a portion or all monies expended under this Agreement as provided in paragraph 3 if
19 the Participant does not meet all obligations under this Agreement upon such
20 termination.

21 **7. MODIFICATION**

22 Any matters of this Agreement may be modified from time to time by the
23 written consent of all the parties without in any way affecting the remainder.

24 **8. INDEPENDENT CONTRACTOR**

25 In performance of the work, duties, and obligations assumed by
26 Participant (also referred to in this section as 'Contractor') under this Agreement, it is
27 mutually understood and agreed that Contractor, including any and all of Contractor's
28 officers, agents, and employees, will at all times be acting and performing as an

1 independent contractor and shall act in an independent capacity and not as an officer,
2 agent, servant, employee, joint venture, partner, or associate of District or ARB.
3 Furthermore, District shall have no right to control or supervise or direct the manner or
4 method by which Contractor shall perform its work and function. However, District shall
5 retain the right to administer this Agreement so as to verify that Contractor is performing
6 its obligations in accordance to the terms and conditions thereof. Contractor and District
7 shall comply with all applicable provisions of law and the rules and regulations, if any,
8 of governmental authorities having jurisdiction over matters the subject thereof.

9 Because of its status as an independent contractor, Contractor shall have
10 absolutely no right to employment rights and benefits available to District employees.
11 Contractor shall be solely liable and responsible for providing to, or on behalf of, itself
12 all legally required employee benefits. In addition, Contractor shall be solely responsible
13 and save District harmless from all matters relating to payment of Contractor's
14 employees, including compliance with social security, withholding, and all other
15 regulations governing such matters. It is acknowledged that during the term of this
16 Agreement, Contractor may be providing services to others unrelated to District or to
17 this Agreement.

18 **9. NON-ASSIGNMENT**

19 Participant may not assign, sell, transfer, license, or subcontract any rights
20 or obligations to a third party within or outside of the District's boundaries without the
21 express prior consent of the District for the duration of the Agreement Period specified
22 in subparagraph 2.A. If the Participant sells or transfers ownership of the vehicle(s) or
23 any portion thereof for any reason, or is required to replace the vehicle(s) with cleaner
24 vehicle(s) prior to the end of the Agreement Period, the Participant must request and
25 receive written consent from the District prior to selling or transferring ownership of the
26 vehicle(s) or any portion thereof.

27 Prior to completing the transaction, the Participant understands that it is
28 responsible to inform the party purchasing the vehicle(s) of the Agreement provisions

1 and disclose the remaining Agreement term. The Participant shall be responsible for
2 establishing an agreement between the new owner and District in order to facilitate the
3 transfer of the Agreement provisions and terms. The Participant shall provide the
4 prospective new owner with valid contact information for the District so the new owner
5 can assume legal responsibility under the original Agreement or enter into a new
6 Agreement with the District, for the remainder of the Agreement Period. Participant
7 understands that they shall not be relieved of their legal obligation to fulfill the conditions
8 of this Agreement unless the new owner has assumed responsibility through an
9 executed agreement with the District.

10 **10. INDEMNIFICATION**

11 Participant agrees to indemnify, save, hold harmless, and at District's
12 request, defend the District, its boards, committees, representatives, officers, agents,
13 and employees from and against any and all costs and expenses (including reasonable
14 attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in
15 contract, tort, or strict liability, including, but not limited to, personal injury, death, and
16 property damage) which arise or are alleged to arise directly or indirectly from any act
17 or omission of Participant, its officers, agents, sub participants, or employees in their
18 performance of this Agreement, or out of the operations of the Participant.

19 **11. INSURANCE AND VEHICLE WARRANTY**

20 Participant is responsible for securing warranty and maintaining
21 replacement value insurance on the new alternative fuel vehicle(s) for the duration of
22 the Agreement Period specified in subparagraph 2.A. The new alternative fuel
23 vehicle(s) purchased through this Agreement must not be tampered with or modified in
24 any such manner than would void the warranty of the vehicle(s). Insurance coverage
25 must be sufficient to repay the District's investment in case major damage to the new
26 alternative fuel vehicle(s) occurs during the Agreement Period. A copy of the current
27 insurance for each vehicle purchased under this Agreement is required to be submitted
28 annually with the Participant's annual report.

1 In the event that the new alternative fuel vehicle(s) purchased under this
2 Agreement is/are in an accident, stolen, destroyed, or otherwise rendered temporarily
3 or permanently inoperable, the Participant must immediately inform the District of such
4 damage(s) and repair or replace the vehicles(s) within three (3) months from the date
5 of the occurrence at the Participant's expense and to the standards which meet all
6 program requirements for the remainder of the Participant's obligation under this
7 Agreement.

8 If the Participant repairs a vehicle rendered temporarily inoperable, said
9 repairs shall include any and all repairs necessary to restore the vehicle and any
10 optional equipment purchased under this Agreement to a reasonable condition. If the
11 Participant replaces a vehicle rendered permanently inoperable; said replacement shall
12 include an equivalent vehicle(s) that, at a minimum, meets all program eligibility
13 requirements, including emission level, Gross Vehicle Weight Rating (GVWR), etcetera.
14 As the replacement of a vehicle may require an amendment to the existing Agreement,
15 the Participant must receive prior authorization from the District in advance of any
16 purchases, and must provide any and all replacement vehicle information to the District.

17 In the event the Participant does not repair or replace vehicle(s) that
18 become inoperable to fulfill the Agreement Period specified in subparagraph 2.A, the
19 District may undertake actions pursuant to this Agreement, including recouping a
20 portion or all incentive funds provided for the vehicle(s) in question.

21 **12. RECORD KEEPING**

22 Participant shall maintain records sufficient to provide, on an annual basis,
23 information regarding annual mileage, fuel usage, invoices, general maintenance
24 details, correspondence associated with the application, award, agreement, monitoring,
25 enforcement, and reporting requirements and any other available information that may
26 be deemed pertinent to the evaluation of the program for at least two (2) years after the
27 equipment project term or three (3) years after final payment, whichever is later.
28 Records shall be readily available and accessible to the District, or District designated

representative, upon request for the purposes of ongoing evaluations or auditing.

13. NOTICES

The persons and their addresses having authority to give and receive notices under this Agreement are as follows:

PARTICIPANT

DISTRICT

Nathan Olson
City Manager
711 W Cinnamon Drive
Lemoore, CA 93245

Samir Sheikh
Executive Director/APCO
1990 East Gettysburg Ave.
Fresno, CA 93726

Any and all notices between District and Participant provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States mail, postage prepared, addressed to such party.

14. AUDITS AND INSPECTIONS

In addition to enforcement by the District or designated representative(s) of the District, the District reserves the right to perform audits of vehicle(s) and documentation and enforce the terms of this Agreement at any time during the Agreement term.

If, after audit, the District makes a determination that funds provided to the Participant pursuant to this Agreement were not spent in conformance with this Agreement or any other applicable provisions of law, the Participant agrees to immediately reimburse District all funds determined to have been expended not in conformance with said provisions.

15. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office contrary to federal or state laws, statutes, regulations,

1 rules, or guidelines.

2 **16. LOBBYING PROHIBITED**

3 None of the funds provided under this Agreement shall be used for
4 publicity, lobbying, or propaganda purposes designed to support or defeat legislation
5 before the Congress of the United States of America or the Legislature of the State of
6 California.

7 **17. CONFLICT OF INTEREST**

8 No officer, employee, or agent of District who exercises any function or
9 responsibility for planning and carrying out the services provided under this Agreement
10 shall have any direct or indirect personal financial interest in this Agreement. Participant
11 shall comply with all federal and state conflict of interest laws, statutes, and regulations,
12 which shall be applicable to all parties and beneficiaries under this Agreement and any
13 officer, agent, or employee of District.

14 **18. GOVERNING LAW**

15 This Agreement shall be governed in all respects by the laws of the State
16 of California. Venue for any action arising out of this Agreement shall only be in Fresno
17 County, California.

18 **19. COMPLIANCE WITH LAWS**

19 The Participant shall comply will all federal and state laws, statutes,
20 regulations, rules, and guidelines which apply to its performance under this Agreement,
21 including California driving eligibility and financial liability laws.

22 **20. BINDING ON SUCCESSORS**

23 This Agreement, including all covenants and conditions contained herein,
24 shall be binding upon and inure to the benefit of the parties, including their respective
25 successors-in-interest, assigns, and legal representatives.

26 **21. TIME IS OF THE ESSENCE**

27 It is understood that for Participant's performance under this Agreement,
28 time is of the essence. The parties reasonably anticipate that Participant will, to the

reasonable satisfaction of District, complete all activities provided herein within the time schedule outlined in this Agreement, provided that Participant is not caused unreasonable delay in such performance.

22. DATA OWNERSHIP

Upon termination or expiration of this Agreement, all data which is received, collected, produced, or developed by Participant under this Agreement shall become the exclusive property of District, provided, however, Participant shall be allowed to retain a copy of any non-confidential data received, collected, produced, or developed by Participant under this Agreement subject to District's exclusive ownership rights stated herein. Accordingly, Participant shall, if requested, surrender to District all such data which is in its possession (including its sub participants or agents), without any reservation of right or title, not otherwise enumerated herein.

District shall have the right at reasonable times during the term of this Agreement to inspect and reproduce any data received, collected, produced, or developed by Participant under this Agreement. No reports, professional papers, information, inventions, improvements, discoveries, or data obtained, prepared, assembled, or developed by Participant, pursuant to this Agreement, shall be released or made available (except to District) without prior, express written approval of District while this Agreement is in force, and except as otherwise required under the California Public Records Act.

23. NO THIRD-PARTY BENEFICIARIES

Notwithstanding anything else stated to the contrary herein, it is understood that Participant's services and activities under this Agreement are being rendered only for the benefit of District, and no other person, firm, corporation, or entity shall be deemed an intended third-party beneficiary of this Agreement.

24. SEVERABILITY

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable in any respect by a court

of competent jurisdiction, such holding shall not affect any other provisions of this Agreement, and the Agreement shall then be construed as if such unenforceable provisions are not a part hereof.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Participant and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

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

3
4 **PARTICIPANT**

5 **City of Lemoore**

6
7 _____
8 Nathan Olson

DISTRICT

**San Joaquin Valley Air Pollution
 Control District**

 Samir Sheikh
 Executive Director/APCO

9 ***Approved as to legal form:***
10 San Joaquin Valley Unified Air Pollution
11 Control District

12 _____
13 Annette A. Ballatore
 District Counsel

14 ***Approved as to accounting form:***
15 San Joaquin Valley Unified Air Pollution
16 Control District

17 _____
18 Mehri Barati, C.P.A.
 Director of Administrative Services

19 ***For accounting use only:***

20 Program: _____

21 Account No.: _____

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

Public Benefit Grants Program

New Alternative Fuel Vehicle Purchase Component

Application Number: C-62802-2

Vehicle Make: GEM

Vehicle Model: e2

Vehicle Model Year: 2019

Vehicle Type: Battery-Electric

Maximum Eligible Amount: \$16,346.38



San Joaquin Valley

AIR POLLUTION CONTROL DISTRICT



August 6, 2019

Nathan Olson
City of Lemoore
711 W Cinnamon Drive
Lemoore, CA 93245

RE: **Project Status: Agreement**
Public Benefit Program Alternative Fuel Component - Project Number: **C-62802-3-A1**

Dear Nathan Olson:

Thank you for your interest in the San Joaquin Valley Air Pollution Control District (SJVAPCD) Incentive Programs. Your project has been approved for funding.

Please find the grant amount on the enclosed contract under the section: **COMPENSATION**.

Note: If the actual project costs are less than the estimated costs stated in your application, the funding amount may be reduced.

An agreement is enclosed along with the SJVAPCD Disclosure of Funds form. Please carefully review the terms and conditions of the agreement and verify that the information in the agreement is accurate. In addition, please review and complete the Disclosure of Funds form. Please sign and return both the agreement and the Disclosure of Funds form to the SJVAPCD Central Region Office in Fresno, California no later than **ten (10) business days from the date on this letter**.

Agreements are executed after signatures from all parties involved (Applicant and SJVAPCD) have been obtained. **Do not** purchase, order, or in any way take possession of the new alternative fuel vehicle(s) until you are notified that your agreement has been executed. **Your agreement is not yet executed.**

Please do not date or place any stamps on the agreement. The agreement will be dated when the final signature is received.

If you have any questions, please call (559) 230-5800 or email contracts@valleyair.org and the Incentive Programs staff will be happy to assist you. Please be sure to reference your Project Number **C-62802-3-A1**.

Sincerely,

Public Benefit Program Staff
Incentive Programs

Samir Sheikh

Executive Director/Air Pollution Control Officer

Enclosures (2)

Northern Region
4800 Enterprise Way
Modesto, CA 95356-8718
Tel: (209) 557-6400 FAX: (209) 557-6475

Central Region (Main Office)
1990 E. Gettysburg Avenue
Fresno, CA 93726-0244
Tel: (559) 230-6000 FAX: (559) 230-6061
www.valleyair.org

Southern Region
34946 Flyover Court
Bakersfield, CA 93308-9725
Tel: 661-392-5500 FAX: 661-392-5585

SJVAPCD Disclosure of Funds

Identification of Potential Co-Funding

Public Benefit Program Alternative Fuel Component
Project Number: **C-62802-3-A1**

To be eligible to receive incentive funding from the San Joaquin Valley Air Pollution Control District (SJVAPCD), you **must** indicate below if you have applied for or received funding from any other sources for this project. You must also indicate if you intend to apply for additional funding from other sources in the future for this project. Examples of additional funding sources include, but are not limited to, the USDA EQIP, California Air Resources Board, and private sources. Additionally, you are required to disclose the value of any current financial incentive that directly reduces the project cost; including tax credits or deductions, grants, or other public financial assistance; of the new alternative fuel vehicle(s) in this project.

Information provided on this form may be shared as required by federal, state, and local laws. Any owner, designee, or other third party who is found to have submitted multiple applications or signed multiple contracts for this same specific project without proper disclosure shall be disqualified from funding for that project from all sources within the control of the SJVAPCD, other air districts, or ARB.

NOTE: Applying for or receiving funding from other sources for this project does not necessarily preclude you from applying for or receiving funding from the SJVAPCD.

Applicant certifies (please check one):

☐ Yes, I **HAVE** applied for funding from other sources. List applicable Source, Program and Project/Reference Number(s).

Indicate Funding amount \$ _____

☐ No, I **HAVE NOT** applied and **WILL NOT** apply for funding from other sources.

Please list here any current financial incentive(s) you have received which directly reduces the project cost:

Nathan Olson

Contract Signing Authority

Contract Signing Authority Signature

Date
(**Date required on this document, do not date the contract.)

SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT
PUBLIC BENEFIT GRANTS PROGRAM
FUNDING AGREEMENT
(New Alternative Fuel Vehicle Purchase)

This Agreement is made and entered into this _____ day of _____, 2019, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq. (District), and **City of Lemoore** (Participant).

WITNESSETH:

WHEREAS, the California Clean Air Act (CCAA) requires local air pollution control districts to reduce emissions from motor vehicles;

WHEREAS, AB 2766, AB 923, SB 709, and AB 2522 authorize districts to impose fees upon certain registered motor vehicles within the district, and the governing board of the District has imposed said fees;

WHEREAS, said legislation requires District to use said funds for activities related to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, the District has developed other funding mechanisms in order to provide grant monies for its incentive programs; and

WHEREAS, on August 11, 2011, the District began accepting applications to approve for funding those projects deemed to be most suitable for vehicle license fees and other funding; and

WHEREAS, Participant has proposed a project that meets the eligibility criteria of the Public Benefit Grants Program, New Alternative Fuel Vehicle Purchase Component and has been approved by the District for funding; and

1 **WHEREAS**, Participant represents that it is willing and able to perform the
2 activities set forth herein.

3 **NOW, THEREFORE**, based on their mutual promises, covenants, and
4 conditions, the parties hereby agree as follows:

5 **1. PROJECT**

6 The Participant agrees to purchase and place into service the type and
7 number of new alternative fuel vehicle(s) as set forth in the application attached hereto
8 and incorporated herein as Exhibit A. Participant agrees, that at the date of execution
9 of this Agreement, Participant has not yet purchased, taken possession, or ordered said
10 vehicle(s) and agrees to furnish all labor, materials, equipment, licenses, permits, fees,
11 and other incidentals necessary to perform and complete, per schedule, in a
12 professional manner, the requirements described herein. Participant agrees and
13 represents that purchase of the specified vehicle(s) subject of this Agreement is/are not
14 required by or to be used for compliance with any local, state, or federal rule or
15 regulation, settlement agreement, mitigation agreement, memorandum of
16 understanding (MOU), memorandum of agreement (MOA), or other legal mandate
17 currently in effect. Participant waives all rights to any emission reduction credits that
18 may accrue as a result of purchase of the specified vehicle(s).

19 In the event of any conflict between or among the terms and conditions of
20 this Agreement and the exhibit incorporated herein, such conflict shall be resolved by
21 giving precedence in the following order of priority:

- 22 1. To the text of this Agreement
23 2. Exhibit to this Agreement

24 **2. TIMETABLE/PERIOD OF PERFORMANCE**

25 Participant shall purchase and place the new alternative fuel vehicle(s)
26 into service, and submit all final claims as outlined in Paragraph 3, **no later than one**
27 **(1) year from the execution date of this Agreement.** If the Participant cannot meet
28 the project timetable as set forth herein, the Participant must notify the District in writing

1 and request to amend the Agreement to provide the Participant additional time to meet
2 all performance requirements under the Agreement. Such request is subject to review
3 and approval by the District. Participant agrees to amend the Agreement as necessary,
4 if requested by the District, to ensure the project is completed within the timetable
5 approved by the District.

6 A. **Agreement Period:** The Participant shall own and operate the new
7 alternative fuel vehicle(s) purchased under this Agreement according to the terms of
8 this Agreement for no less than three (3) years from the date in which the vehicle(s)
9 is/are first placed into service.

10 **3. COMPENSATION**

11 The total obligation of the District under this Agreement shall not exceed
12 **Sixteen Thousand Three Hundred Forty-Six And 38/100 dollars (\$16,346.38)** for the
13 purchase of the new alternative fuel vehicle(s) identified in Exhibit A. The maximum
14 funding provided per vehicle is limited to the corresponding Eligible Amount identified
15 in Exhibit A.

16 Participant shall obtain through other sources sufficient additional monies
17 to fund the total cost of the vehicle(s) as outlined in Exhibit A. In the event funding from
18 other sources for the total cost of the vehicle(s) is not received by Participant, District
19 reserves the right to terminate or re-negotiate this Agreement.

20 A. **Payments:** Advance payments shall not be permitted. The District
21 shall issue payment to Participant upon receipt of a properly supported and verified
22 claim for payment as specified in the Public Benefit Grants Program, New Alternative
23 Fuel Vehicle Purchase Component payment procedures document. The payment
24 procedures document shall be provided to Participant by the District. Payment is for
25 reimbursement to the Participant for the purchase of new alternative fuel vehicle(s) and
26 funding shall only be allowed toward the purchase of the specific vehicle(s) described
27 in Exhibit A. The District reserves the right to reduce the funding paid to the Participant
28 if it is determined that the actual invoiced costs paid by the Participant for the purchase

1 of the new vehicle(s) is/are less than the Total Eligible Amount specified in Exhibit A.
2 The District also reserves the right to reduce the funding if the Participant receives or
3 will receive co-funding from a third party that, in addition to the District's funding,
4 exceeds the total invoiced cost(s) of the new alternative fuel vehicle(s) purchased under
5 this Agreement. Participant is required to disclose all such information to the District
6 prior to the execution date of this Agreement. The Participant will not be reimbursed by
7 the District for the purchase of the new alternative fuel vehicle(s) if the Participant has
8 purchased, taken possession, or ordered the said new vehicle(s) prior to the execution
9 date of this Agreement.

10 Concurrently with the submission of any claim for payment, Participant
11 shall certify (through copies of invoices issued, checks, receipts, and the like) that
12 complete payment has been made or invoiced. Participant understands that any
13 payment received from the District to fund the vehicle(s) in this Agreement may be
14 subject to taxation and the District will issue a form 1099 to the Participant. Any tax
15 liability on the funds provided by the District shall be the sole responsibility of the
16 Participant.

17 B. **Surplus Funds:** Any compensation, which is not expended by
18 Participant pursuant to the terms and conditions of this Agreement by the project
19 completion date, shall automatically revert to District. Only expenditures incurred by
20 Participant in the direct performance of this Agreement will be reimbursed by District.

21 4. **NON-ALLOCATION OF FUNDS**

22 The terms of this Agreement are contingent on the approval and receipt
23 of funds by the appropriating government agency. Should sufficient funds not be
24 allocated, the services provided may be modified or this Agreement terminated at any
25 time by giving Participant thirty (30) days' prior written notice.

26 5. **ANNUAL REPORTING**

27 Participant shall submit annual reports on the vehicle(s) that include the
28 following information:

- 1 1. Participant contact information;
- 2 2. Proof of current California registration for the new alternative
- 3 fuel vehicle(s);
- 4 3. Proof of insurance as required by paragraph 11.
- 5 4. Annual miles or hours traveled (including mileage/activity or
- 6 hour/activity logs for documentation);
- 7 5. Summary of maintenance performed;
- 8 6. Any other pertinent information requested by the District on a
- 9 form to be provided to the Participant by the District.

10 Annual reporting will be required for three (3) subsequent years following
11 the purchase of the new alternative fuel vehicle(s). The first year annual report is due
12 on the anniversary date of when the new alternative fuel vehicle(s) was/were first placed
13 into service and for each ensuing year thereafter. Noncompliance with the reporting
14 requirements shall result in on-site monitoring by District personnel and will impact the
15 Participant's ability to receive funding from the District for future projects. Participants
16 with annual reports more than six (6) months late will not be granted any additional grant
17 funds from the District until all reports are satisfactorily submitted.

18 The District or representative designated by the District reserves the right
19 to monitor the vehicle(s), enforce the terms of this Agreement at any time during the
20 Agreement Period specified in subparagraph 2.A, and pursue repayment of funds for
21 non-compliance within the terms and conditions of this Agreement or applicable state
22 laws or regulations.

23 **6. TERMINATION**

24 A. **Breach of Agreement:** District may immediately suspend or
25 terminate this Agreement, in whole or in part, where in the determination of District there
26 is:

- 27 1. An illegal or improper use of funds;
- 28 2. A failure to comply with any term of this Agreement;

1 3. A substantially incorrect or incomplete annual report submitted
2 to the District;

3 In no event shall any payment by District constitute a waiver by District of
4 any breach of this Agreement or any default, which may then exist on the part of
5 Participant. Neither shall such payment impair or prejudice any remedy available to the
6 District with respect to the breach or default. District shall have the right to demand of
7 Participant the repayment to the District of any funds disbursed to Participant under this
8 Agreement which in the judgment of District were not expended in accordance with the
9 terms of this Agreement. Participant shall promptly refund any such funds upon
10 demand.

11 In addition to immediate suspension or termination, District may impose
12 any other remedies available at law, in equity, or otherwise specified in this Agreement.
13 The District may prohibit Participant from participating in all other District and State grant
14 programs in the future.

15 B. **Without Cause:** Either party may terminate this Agreement at any
16 time upon giving the other party at least thirty (30) days' advance written notice of
17 intention to terminate. The District shall have the right to demand prompt repayment of
18 a portion or all monies expended under this Agreement as provided in paragraph 3 if
19 the Participant does not meet all obligations under this Agreement upon such
20 termination.

21 7. **MODIFICATION**

22 Any matters of this Agreement may be modified from time to time by the
23 written consent of all the parties without in any way affecting the remainder.

24 8. **INDEPENDENT CONTRACTOR**

25 In performance of the work, duties, and obligations assumed by
26 Participant (also referred to in this section as 'Contractor') under this Agreement, it is
27 mutually understood and agreed that Contractor, including any and all of Contractor's
28 officers, agents, and employees, will at all times be acting and performing as an

1 independent contractor and shall act in an independent capacity and not as an officer,
2 agent, servant, employee, joint venture, partner, or associate of District or ARB.
3 Furthermore, District shall have no right to control or supervise or direct the manner or
4 method by which Contractor shall perform its work and function. However, District shall
5 retain the right to administer this Agreement so as to verify that Contractor is performing
6 its obligations in accordance to the terms and conditions thereof. Contractor and District
7 shall comply with all applicable provisions of law and the rules and regulations, if any,
8 of governmental authorities having jurisdiction over matters the subject thereof.

9 Because of its status as an independent contractor, Contractor shall have
10 absolutely no right to employment rights and benefits available to District employees.
11 Contractor shall be solely liable and responsible for providing to, or on behalf of, itself
12 all legally required employee benefits. In addition, Contractor shall be solely responsible
13 and save District harmless from all matters relating to payment of Contractor's
14 employees, including compliance with social security, withholding, and all other
15 regulations governing such matters. It is acknowledged that during the term of this
16 Agreement, Contractor may be providing services to others unrelated to District or to
17 this Agreement.

18 **9. NON-ASSIGNMENT**

19 Participant may not assign, sell, transfer, license, or subcontract any rights
20 or obligations to a third party within or outside of the District's boundaries without the
21 express prior consent of the District for the duration of the Agreement Period specified
22 in subparagraph 2.A. If the Participant sells or transfers ownership of the vehicle(s) or
23 any portion thereof for any reason, or is required to replace the vehicle(s) with cleaner
24 vehicle(s) prior to the end of the Agreement Period, the Participant must request and
25 receive written consent from the District prior to selling or transferring ownership of the
26 vehicle(s) or any portion thereof.

27 Prior to completing the transaction, the Participant understands that it is
28 responsible to inform the party purchasing the vehicle(s) of the Agreement provisions

1 and disclose the remaining Agreement term. The Participant shall be responsible for
2 establishing an agreement between the new owner and District in order to facilitate the
3 transfer of the Agreement provisions and terms. The Participant shall provide the
4 prospective new owner with valid contact information for the District so the new owner
5 can assume legal responsibility under the original Agreement or enter into a new
6 Agreement with the District, for the remainder of the Agreement Period. Participant
7 understands that they shall not be relieved of their legal obligation to fulfill the conditions
8 of this Agreement unless the new owner has assumed responsibility through an
9 executed agreement with the District.

10 **10. INDEMNIFICATION**

11 Participant agrees to indemnify, save, hold harmless, and at District's
12 request, defend the District, its boards, committees, representatives, officers, agents,
13 and employees from and against any and all costs and expenses (including reasonable
14 attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in
15 contract, tort, or strict liability, including, but not limited to, personal injury, death, and
16 property damage) which arise or are alleged to arise directly or indirectly from any act
17 or omission of Participant, its officers, agents, sub participants, or employees in their
18 performance of this Agreement, or out of the operations of the Participant.

19 **11. INSURANCE AND VEHICLE WARRANTY**

20 Participant is responsible for securing warranty and maintaining
21 replacement value insurance on the new alternative fuel vehicle(s) for the duration of
22 the Agreement Period specified in subparagraph 2.A. The new alternative fuel
23 vehicle(s) purchased through this Agreement must not be tampered with or modified in
24 any such manner than would void the warranty of the vehicle(s). Insurance coverage
25 must be sufficient to repay the District's investment in case major damage to the new
26 alternative fuel vehicle(s) occurs during the Agreement Period. A copy of the current
27 insurance for each vehicle purchased under this Agreement is required to be submitted
28 annually with the Participant's annual report.

1 In the event that the new alternative fuel vehicle(s) purchased under this
2 Agreement is/are in an accident, stolen, destroyed, or otherwise rendered temporarily
3 or permanently inoperable, the Participant must immediately inform the District of such
4 damage(s) and repair or replace the vehicles(s) within three (3) months from the date
5 of the occurrence at the Participant's expense and to the standards which meet all
6 program requirements for the remainder of the Participant's obligation under this
7 Agreement.

8 If the Participant repairs a vehicle rendered temporarily inoperable, said
9 repairs shall include any and all repairs necessary to restore the vehicle and any
10 optional equipment purchased under this Agreement to a reasonable condition. If the
11 Participant replaces a vehicle rendered permanently inoperable; said replacement shall
12 include an equivalent vehicle(s) that, at a minimum, meets all program eligibility
13 requirements, including emission level, Gross Vehicle Weight Rating (GVWR), etcetera.
14 As the replacement of a vehicle may require an amendment to the existing Agreement,
15 the Participant must receive prior authorization from the District in advance of any
16 purchases, and must provide any and all replacement vehicle information to the District.

17 In the event the Participant does not repair or replace vehicle(s) that
18 become inoperable to fulfill the Agreement Period specified in subparagraph 2.A, the
19 District may undertake actions pursuant to this Agreement, including recouping a
20 portion or all incentive funds provided for the vehicle(s) in question.

21 **12. RECORD KEEPING**

22 Participant shall maintain records sufficient to provide, on an annual basis,
23 information regarding annual mileage, fuel usage, invoices, general maintenance
24 details, correspondence associated with the application, award, agreement, monitoring,
25 enforcement, and reporting requirements and any other available information that may
26 be deemed pertinent to the evaluation of the program for at least two (2) years after the
27 equipment project term or three (3) years after final payment, whichever is later.
28 Records shall be readily available and accessible to the District, or District designated

representative, upon request for the purposes of ongoing evaluations or auditing.

13. NOTICES

The persons and their addresses having authority to give and receive notices under this Agreement are as follows:

PARTICIPANT

DISTRICT

Nathan Olson
City Manager
711 W Cinnamon Drive
Lemoore, CA 93245

Samir Sheikh
Executive Director/APCO
1990 East Gettysburg Ave.
Fresno, CA 93726

Any and all notices between District and Participant provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States mail, postage prepared, addressed to such party.

14. AUDITS AND INSPECTIONS

In addition to enforcement by the District or designated representative(s) of the District, the District reserves the right to perform audits of vehicle(s) and documentation and enforce the terms of this Agreement at any time during the Agreement term.

If, after audit, the District makes a determination that funds provided to the Participant pursuant to this Agreement were not spent in conformance with this Agreement or any other applicable provisions of law, the Participant agrees to immediately reimburse District all funds determined to have been expended not in conformance with said provisions.

15. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office contrary to federal or state laws, statutes, regulations,

1 rules, or guidelines.

2 **16. LOBBYING PROHIBITED**

3 None of the funds provided under this Agreement shall be used for
4 publicity, lobbying, or propaganda purposes designed to support or defeat legislation
5 before the Congress of the United States of America or the Legislature of the State of
6 California.

7 **17. CONFLICT OF INTEREST**

8 No officer, employee, or agent of District who exercises any function or
9 responsibility for planning and carrying out the services provided under this Agreement
10 shall have any direct or indirect personal financial interest in this Agreement. Participant
11 shall comply with all federal and state conflict of interest laws, statutes, and regulations,
12 which shall be applicable to all parties and beneficiaries under this Agreement and any
13 officer, agent, or employee of District.

14 **18. GOVERNING LAW**

15 This Agreement shall be governed in all respects by the laws of the State
16 of California. Venue for any action arising out of this Agreement shall only be in Fresno
17 County, California.

18 **19. COMPLIANCE WITH LAWS**

19 The Participant shall comply will all federal and state laws, statutes,
20 regulations, rules, and guidelines which apply to its performance under this Agreement,
21 including California driving eligibility and financial liability laws.

22 **20. BINDING ON SUCCESSORS**

23 This Agreement, including all covenants and conditions contained herein,
24 shall be binding upon and inure to the benefit of the parties, including their respective
25 successors-in-interest, assigns, and legal representatives.

26 **21. TIME IS OF THE ESSENCE**

27 It is understood that for Participant's performance under this Agreement,
28 time is of the essence. The parties reasonably anticipate that Participant will, to the

reasonable satisfaction of District, complete all activities provided herein within the time schedule outlined in this Agreement, provided that Participant is not caused unreasonable delay in such performance.

22. DATA OWNERSHIP

Upon termination or expiration of this Agreement, all data which is received, collected, produced, or developed by Participant under this Agreement shall become the exclusive property of District, provided, however, Participant shall be allowed to retain a copy of any non-confidential data received, collected, produced, or developed by Participant under this Agreement subject to District's exclusive ownership rights stated herein. Accordingly, Participant shall, if requested, surrender to District all such data which is in its possession (including its sub participants or agents), without any reservation of right or title, not otherwise enumerated herein.

District shall have the right at reasonable times during the term of this Agreement to inspect and reproduce any data received, collected, produced, or developed by Participant under this Agreement. No reports, professional papers, information, inventions, improvements, discoveries, or data obtained, prepared, assembled, or developed by Participant, pursuant to this Agreement, shall be released or made available (except to District) without prior, express written approval of District while this Agreement is in force, and except as otherwise required under the California Public Records Act.

23. NO THIRD-PARTY BENEFICIARIES

Notwithstanding anything else stated to the contrary herein, it is understood that Participant's services and activities under this Agreement are being rendered only for the benefit of District, and no other person, firm, corporation, or entity shall be deemed an intended third-party beneficiary of this Agreement.

24. SEVERABILITY

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable in any respect by a court

of competent jurisdiction, such holding shall not affect any other provisions of this Agreement, and the Agreement shall then be construed as if such unenforceable provisions are not a part hereof.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Participant and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

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

3
4 **PARTICIPANT**

5 **City of Lemoore**

6
7 _____
8 Nathan Olson

9 **DISTRICT**

10 **San Joaquin Valley Air Pollution**
11 **Control District**

12 _____
13 Samir Sheikh
14 Executive Director/APCO

15 ***Approved as to legal form:***
16 San Joaquin Valley Unified Air Pollution
17 Control District

18 _____
19 Annette A. Ballatore
20 District Counsel

21 ***Approved as to accounting form:***
22 San Joaquin Valley Unified Air Pollution
23 Control District

24 _____
25 Mehri Barati, C.P.A.
26 Director of Administrative Services

27 ***For accounting use only:***

28 Program: _____

 Account No.: _____

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

Public Benefit Grants Program

New Alternative Fuel Vehicle Purchase Component

Application Number: C-62802-3

Vehicle Make: GEM

Vehicle Model: e2

Vehicle Model Year: 2019

Vehicle Type: Battery-Electric

Maximum Eligible Amount: \$16,346.38

August 6, 2019

Nathan Olson
City of Lemoore
711 W Cinnamon Drive
Lemoore, CA 93245

RE: **Project Status: Agreement**
Public Benefit Program Alternative Fuel Component - Project Number: **C-64501-1-A1**

Dear Nathan Olson:

Thank you for your interest in the San Joaquin Valley Air Pollution Control District (SJVAPCD) Incentive Programs. Your project has been approved for funding.

Please find the grant amount on the enclosed contract under the section: **COMPENSATION**.

Note: If the actual project costs are less than the estimated costs stated in your application, the funding amount may be reduced.

An agreement is enclosed along with the SJVAPCD Disclosure of Funds form. Please carefully review the terms and conditions of the agreement and verify that the information in the agreement is accurate. In addition, please review and complete the Disclosure of Funds form. Please sign and return both the agreement and the Disclosure of Funds form to the SJVAPCD Central Region Office in Fresno, California no later than **ten (10) business days from the date on this letter**.

Agreements are executed after signatures from all parties involved (Applicant and SJVAPCD) have been obtained. **Do not** purchase, order, or in any way take possession of the new alternative fuel vehicle(s) until you are notified that your agreement has been executed. **Your agreement is not yet executed.**

Please do not date or place any stamps on the agreement. The agreement will be dated when the final signature is received.

If you have any questions, please call (559) 230-5800 or email contracts@valleyair.org and the Incentive Programs staff will be happy to assist you. Please be sure to reference your Project Number **C-64501-1-A1**.

Sincerely,

Public Benefit Program Staff
Incentive Programs

Samir Sheikh

Executive Director/Air Pollution Control Officer

Enclosures (2)

Northern Region
4800 Enterprise Way
Modesto, CA 95356-8718
Tel: (209) 557-6400 FAX: (209) 557-6475

Central Region (Main Office)
1990 E. Gettysburg Avenue
Fresno, CA 93726-0244
Tel: (559) 230-6000 FAX: (559) 230-6061
www.valleyair.org

Southern Region
34946 Flyover Court
Bakersfield, CA 93308-9725
Tel: 661-392-5500 FAX: 661-392-5585

SJVAPCD Disclosure of Funds

Identification of Potential Co-Funding

Public Benefit Program Alternative Fuel Component
Project Number: **C-64501-1-A1**

To be eligible to receive incentive funding from the San Joaquin Valley Air Pollution Control District (SJVAPCD), you **must** indicate below if you have applied for or received funding from any other sources for this project. You must also indicate if you intend to apply for additional funding from other sources in the future for this project. Examples of additional funding sources include, but are not limited to, the USDA EQIP, California Air Resources Board, and private sources. Additionally, you are required to disclose the value of any current financial incentive that directly reduces the project cost; including tax credits or deductions, grants, or other public financial assistance; of the new alternative fuel vehicle(s) in this project.

Information provided on this form may be shared as required by federal, state, and local laws. Any owner, designee, or other third party who is found to have submitted multiple applications or signed multiple contracts for this same specific project without proper disclosure shall be disqualified from funding for that project from all sources within the control of the SJVAPCD, other air districts, or ARB.

NOTE: Applying for or receiving funding from other sources for this project does not necessarily preclude you from applying for or receiving funding from the SJVAPCD.

Applicant certifies (please check one):

☐ Yes, I **HAVE** applied for funding from other sources. List applicable Source, Program and Project/Reference Number(s).

Indicate Funding amount \$ _____

☐ No, I **HAVE NOT** applied and **WILL NOT** apply for funding from other sources.

Please list here any current financial incentive(s) you have received which directly reduces the project cost:

Nathan Olson

Contract Signing Authority

Contract Signing Authority Signature

Date
(**Date required on this document, do not date the contract.)

SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT
PUBLIC BENEFIT GRANTS PROGRAM
FUNDING AGREEMENT
(New Alternative Fuel Vehicle Purchase)

This Agreement is made and entered into this _____ day of _____, 2019, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq. (District), and **City of Lemoore** (Participant).

WITNESSETH:

WHEREAS, the California Clean Air Act (CCAA) requires local air pollution control districts to reduce emissions from motor vehicles;

WHEREAS, AB 2766, AB 923, SB 709, and AB 2522 authorize districts to impose fees upon certain registered motor vehicles within the district, and the governing board of the District has imposed said fees;

WHEREAS, said legislation requires District to use said funds for activities related to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, the District has developed other funding mechanisms in order to provide grant monies for its incentive programs; and

WHEREAS, on August 11, 2011, the District began accepting applications to approve for funding those projects deemed to be most suitable for vehicle license fees and other funding; and

WHEREAS, Participant has proposed a project that meets the eligibility criteria of the Public Benefit Grants Program, New Alternative Fuel Vehicle Purchase Component and has been approved by the District for funding; and

1 **WHEREAS**, Participant represents that it is willing and able to perform the
2 activities set forth herein.

3 **NOW, THEREFORE**, based on their mutual promises, covenants, and
4 conditions, the parties hereby agree as follows:

5 **1. PROJECT**

6 The Participant agrees to purchase and place into service the type and
7 number of new alternative fuel vehicle(s) as set forth in the application attached hereto
8 and incorporated herein as Exhibit A. Participant agrees, that at the date of execution
9 of this Agreement, Participant has not yet purchased, taken possession, or ordered said
10 vehicle(s) and agrees to furnish all labor, materials, equipment, licenses, permits, fees,
11 and other incidentals necessary to perform and complete, per schedule, in a
12 professional manner, the requirements described herein. Participant agrees and
13 represents that purchase of the specified vehicle(s) subject of this Agreement is/are not
14 required by or to be used for compliance with any local, state, or federal rule or
15 regulation, settlement agreement, mitigation agreement, memorandum of
16 understanding (MOU), memorandum of agreement (MOA), or other legal mandate
17 currently in effect. Participant waives all rights to any emission reduction credits that
18 may accrue as a result of purchase of the specified vehicle(s).

19 In the event of any conflict between or among the terms and conditions of
20 this Agreement and the exhibit incorporated herein, such conflict shall be resolved by
21 giving precedence in the following order of priority:

- 22 1. To the text of this Agreement
23 2. Exhibit to this Agreement

24 **2. TIMETABLE/PERIOD OF PERFORMANCE**

25 Participant shall purchase and place the new alternative fuel vehicle(s)
26 into service, and submit all final claims as outlined in Paragraph 3, **no later than one**
27 **(1) year from the execution date of this Agreement.** If the Participant cannot meet
28 the project timetable as set forth herein, the Participant must notify the District in writing

1 and request to amend the Agreement to provide the Participant additional time to meet
2 all performance requirements under the Agreement. Such request is subject to review
3 and approval by the District. Participant agrees to amend the Agreement as necessary,
4 if requested by the District, to ensure the project is completed within the timetable
5 approved by the District.

6 A. **Agreement Period:** The Participant shall own and operate the new
7 alternative fuel vehicle(s) purchased under this Agreement according to the terms of
8 this Agreement for no less than three (3) years from the date in which the vehicle(s)
9 is/are first placed into service.

10 **3. COMPENSATION**

11 The total obligation of the District under this Agreement shall not exceed
12 **Seventeen Thousand Nine Hundred Fifty-Five And 12/100 dollars (\$17,955.12)** for
13 the purchase of the new alternative fuel vehicle(s) identified in Exhibit A. The maximum
14 funding provided per vehicle is limited to the corresponding Eligible Amount identified
15 in Exhibit A.

16 Participant shall obtain through other sources sufficient additional monies
17 to fund the total cost of the vehicle(s) as outlined in Exhibit A. In the event funding from
18 other sources for the total cost of the vehicle(s) is not received by Participant, District
19 reserves the right to terminate or re-negotiate this Agreement.

20 A. **Payments:** Advance payments shall not be permitted. The District
21 shall issue payment to Participant upon receipt of a properly supported and verified
22 claim for payment as specified in the Public Benefit Grants Program, New Alternative
23 Fuel Vehicle Purchase Component payment procedures document. The payment
24 procedures document shall be provided to Participant by the District. Payment is for
25 reimbursement to the Participant for the purchase of new alternative fuel vehicle(s) and
26 funding shall only be allowed toward the purchase of the specific vehicle(s) described
27 in Exhibit A. The District reserves the right to reduce the funding paid to the Participant
28 if it is determined that the actual invoiced costs paid by the Participant for the purchase

1 of the new vehicle(s) is/are less than the Total Eligible Amount specified in Exhibit A.
2 The District also reserves the right to reduce the funding if the Participant receives or
3 will receive co-funding from a third party that, in addition to the District's funding,
4 exceeds the total invoiced cost(s) of the new alternative fuel vehicle(s) purchased under
5 this Agreement. Participant is required to disclose all such information to the District
6 prior to the execution date of this Agreement. The Participant will not be reimbursed by
7 the District for the purchase of the new alternative fuel vehicle(s) if the Participant has
8 purchased, taken possession, or ordered the said new vehicle(s) prior to the execution
9 date of this Agreement.

10 Concurrently with the submission of any claim for payment, Participant
11 shall certify (through copies of invoices issued, checks, receipts, and the like) that
12 complete payment has been made or invoiced. Participant understands that any
13 payment received from the District to fund the vehicle(s) in this Agreement may be
14 subject to taxation and the District will issue a form 1099 to the Participant. Any tax
15 liability on the funds provided by the District shall be the sole responsibility of the
16 Participant.

17 **B. Surplus Funds:** Any compensation, which is not expended by
18 Participant pursuant to the terms and conditions of this Agreement by the project
19 completion date, shall automatically revert to District. Only expenditures incurred by
20 Participant in the direct performance of this Agreement will be reimbursed by District.

21 **4. NON-ALLOCATION OF FUNDS**

22 The terms of this Agreement are contingent on the approval and receipt
23 of funds by the appropriating government agency. Should sufficient funds not be
24 allocated, the services provided may be modified or this Agreement terminated at any
25 time by giving Participant thirty (30) days' prior written notice.

26 **5. ANNUAL REPORTING**

27 Participant shall submit annual reports on the vehicle(s) that include the
28 following information:

1. Participant contact information;
2. Proof of current California registration for the new alternative fuel vehicle(s);
3. Proof of insurance as required by paragraph 11.
4. Annual miles or hours traveled (including mileage/activity or hour/activity logs for documentation);
5. Summary of maintenance performed;
6. Any other pertinent information requested by the District on a form to be provided to the Participant by the District.

Annual reporting will be required for three (3) subsequent years following the purchase of the new alternative fuel vehicle(s). The first year annual report is due on the anniversary date of when the new alternative fuel vehicle(s) was/were first placed into service and for each ensuing year thereafter. Noncompliance with the reporting requirements shall result in on-site monitoring by District personnel and will impact the Participant's ability to receive funding from the District for future projects. Participants with annual reports more than six (6) months late will not be granted any additional grant funds from the District until all reports are satisfactorily submitted.

The District or representative designated by the District reserves the right to monitor the vehicle(s), enforce the terms of this Agreement at any time during the Agreement Period specified in subparagraph 2.A, and pursue repayment of funds for non-compliance within the terms and conditions of this Agreement or applicable state laws or regulations.

6. TERMINATION

A. **Breach of Agreement:** District may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of District there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;

1 3. A substantially incorrect or incomplete annual report submitted
2 to the District;

3 In no event shall any payment by District constitute a waiver by District of
4 any breach of this Agreement or any default, which may then exist on the part of
5 Participant. Neither shall such payment impair or prejudice any remedy available to the
6 District with respect to the breach or default. District shall have the right to demand of
7 Participant the repayment to the District of any funds disbursed to Participant under this
8 Agreement which in the judgment of District were not expended in accordance with the
9 terms of this Agreement. Participant shall promptly refund any such funds upon
10 demand.

11 In addition to immediate suspension or termination, District may impose
12 any other remedies available at law, in equity, or otherwise specified in this Agreement.
13 The District may prohibit Participant from participating in all other District and State grant
14 programs in the future.

15 B. **Without Cause:** Either party may terminate this Agreement at any
16 time upon giving the other party at least thirty (30) days' advance written notice of
17 intention to terminate. The District shall have the right to demand prompt repayment of
18 a portion or all monies expended under this Agreement as provided in paragraph 3 if
19 the Participant does not meet all obligations under this Agreement upon such
20 termination.

21 **7. MODIFICATION**

22 Any matters of this Agreement may be modified from time to time by the
23 written consent of all the parties without in any way affecting the remainder.

24 **8. INDEPENDENT CONTRACTOR**

25 In performance of the work, duties, and obligations assumed by
26 Participant (also referred to in this section as 'Contractor') under this Agreement, it is
27 mutually understood and agreed that Contractor, including any and all of Contractor's
28 officers, agents, and employees, will at all times be acting and performing as an

1 independent contractor and shall act in an independent capacity and not as an officer,
2 agent, servant, employee, joint venture, partner, or associate of District or ARB.
3 Furthermore, District shall have no right to control or supervise or direct the manner or
4 method by which Contractor shall perform its work and function. However, District shall
5 retain the right to administer this Agreement so as to verify that Contractor is performing
6 its obligations in accordance to the terms and conditions thereof. Contractor and District
7 shall comply with all applicable provisions of law and the rules and regulations, if any,
8 of governmental authorities having jurisdiction over matters the subject thereof.

9 Because of its status as an independent contractor, Contractor shall have
10 absolutely no right to employment rights and benefits available to District employees.
11 Contractor shall be solely liable and responsible for providing to, or on behalf of, itself
12 all legally required employee benefits. In addition, Contractor shall be solely responsible
13 and save District harmless from all matters relating to payment of Contractor's
14 employees, including compliance with social security, withholding, and all other
15 regulations governing such matters. It is acknowledged that during the term of this
16 Agreement, Contractor may be providing services to others unrelated to District or to
17 this Agreement.

18 **9. NON-ASSIGNMENT**

19 Participant may not assign, sell, transfer, license, or subcontract any rights
20 or obligations to a third party within or outside of the District's boundaries without the
21 express prior consent of the District for the duration of the Agreement Period specified
22 in subparagraph 2.A. If the Participant sells or transfers ownership of the vehicle(s) or
23 any portion thereof for any reason, or is required to replace the vehicle(s) with cleaner
24 vehicle(s) prior to the end of the Agreement Period, the Participant must request and
25 receive written consent from the District prior to selling or transferring ownership of the
26 vehicle(s) or any portion thereof.

27 Prior to completing the transaction, the Participant understands that it is
28 responsible to inform the party purchasing the vehicle(s) of the Agreement provisions

1 and disclose the remaining Agreement term. The Participant shall be responsible for
2 establishing an agreement between the new owner and District in order to facilitate the
3 transfer of the Agreement provisions and terms. The Participant shall provide the
4 prospective new owner with valid contact information for the District so the new owner
5 can assume legal responsibility under the original Agreement or enter into a new
6 Agreement with the District, for the remainder of the Agreement Period. Participant
7 understands that they shall not be relieved of their legal obligation to fulfill the conditions
8 of this Agreement unless the new owner has assumed responsibility through an
9 executed agreement with the District.

10 **10. INDEMNIFICATION**

11 Participant agrees to indemnify, save, hold harmless, and at District's
12 request, defend the District, its boards, committees, representatives, officers, agents,
13 and employees from and against any and all costs and expenses (including reasonable
14 attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in
15 contract, tort, or strict liability, including, but not limited to, personal injury, death, and
16 property damage) which arise or are alleged to arise directly or indirectly from any act
17 or omission of Participant, its officers, agents, sub participants, or employees in their
18 performance of this Agreement, or out of the operations of the Participant.

19 **11. INSURANCE AND VEHICLE WARRANTY**

20 Participant is responsible for securing warranty and maintaining
21 replacement value insurance on the new alternative fuel vehicle(s) for the duration of
22 the Agreement Period specified in subparagraph 2.A. The new alternative fuel
23 vehicle(s) purchased through this Agreement must not be tampered with or modified in
24 any such manner than would void the warranty of the vehicle(s). Insurance coverage
25 must be sufficient to repay the District's investment in case major damage to the new
26 alternative fuel vehicle(s) occurs during the Agreement Period. A copy of the current
27 insurance for each vehicle purchased under this Agreement is required to be submitted
28 annually with the Participant's annual report.

1 In the event that the new alternative fuel vehicle(s) purchased under this
2 Agreement is/are in an accident, stolen, destroyed, or otherwise rendered temporarily
3 or permanently inoperable, the Participant must immediately inform the District of such
4 damage(s) and repair or replace the vehicles(s) within three (3) months from the date
5 of the occurrence at the Participant's expense and to the standards which meet all
6 program requirements for the remainder of the Participant's obligation under this
7 Agreement.

8 If the Participant repairs a vehicle rendered temporarily inoperable, said
9 repairs shall include any and all repairs necessary to restore the vehicle and any
10 optional equipment purchased under this Agreement to a reasonable condition. If the
11 Participant replaces a vehicle rendered permanently inoperable; said replacement shall
12 include an equivalent vehicle(s) that, at a minimum, meets all program eligibility
13 requirements, including emission level, Gross Vehicle Weight Rating (GVWR), etcetera.
14 As the replacement of a vehicle may require an amendment to the existing Agreement,
15 the Participant must receive prior authorization from the District in advance of any
16 purchases, and must provide any and all replacement vehicle information to the District.

17 In the event the Participant does not repair or replace vehicle(s) that
18 become inoperable to fulfill the Agreement Period specified in subparagraph 2.A, the
19 District may undertake actions pursuant to this Agreement, including recouping a
20 portion or all incentive funds provided for the vehicle(s) in question.

21 **12. RECORD KEEPING**

22 Participant shall maintain records sufficient to provide, on an annual basis,
23 information regarding annual mileage, fuel usage, invoices, general maintenance
24 details, correspondence associated with the application, award, agreement, monitoring,
25 enforcement, and reporting requirements and any other available information that may
26 be deemed pertinent to the evaluation of the program for at least two (2) years after the
27 equipment project term or three (3) years after final payment, whichever is later.
28 Records shall be readily available and accessible to the District, or District designated

representative, upon request for the purposes of ongoing evaluations or auditing.

13. NOTICES

The persons and their addresses having authority to give and receive notices under this Agreement are as follows:

PARTICIPANT

DISTRICT

**Nathan Olson
City Manager
711 W Cinnamon Drive
Lemoore, CA 93245**

**Samir Sheikh
Executive Director/APCO
1990 East Gettysburg Ave.
Fresno, CA 93726**

Any and all notices between District and Participant provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States mail, postage prepared, addressed to such party.

14. AUDITS AND INSPECTIONS

In addition to enforcement by the District or designated representative(s) of the District, the District reserves the right to perform audits of vehicle(s) and documentation and enforce the terms of this Agreement at any time during the Agreement term.

If, after audit, the District makes a determination that funds provided to the Participant pursuant to this Agreement were not spent in conformance with this Agreement or any other applicable provisions of law, the Participant agrees to immediately reimburse District all funds determined to have been expended not in conformance with said provisions.

15. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office contrary to federal or state laws, statutes, regulations,

1 rules, or guidelines.

2 **16. LOBBYING PROHIBITED**

3 None of the funds provided under this Agreement shall be used for
4 publicity, lobbying, or propaganda purposes designed to support or defeat legislation
5 before the Congress of the United States of America or the Legislature of the State of
6 California.

7 **17. CONFLICT OF INTEREST**

8 No officer, employee, or agent of District who exercises any function or
9 responsibility for planning and carrying out the services provided under this Agreement
10 shall have any direct or indirect personal financial interest in this Agreement. Participant
11 shall comply with all federal and state conflict of interest laws, statutes, and regulations,
12 which shall be applicable to all parties and beneficiaries under this Agreement and any
13 officer, agent, or employee of District.

14 **18. GOVERNING LAW**

15 This Agreement shall be governed in all respects by the laws of the State
16 of California. Venue for any action arising out of this Agreement shall only be in Fresno
17 County, California.

18 **19. COMPLIANCE WITH LAWS**

19 The Participant shall comply will all federal and state laws, statutes,
20 regulations, rules, and guidelines which apply to its performance under this Agreement,
21 including California driving eligibility and financial liability laws.

22 **20. BINDING ON SUCCESSORS**

23 This Agreement, including all covenants and conditions contained herein,
24 shall be binding upon and inure to the benefit of the parties, including their respective
25 successors-in-interest, assigns, and legal representatives.

26 **21. TIME IS OF THE ESSENCE**

27 It is understood that for Participant's performance under this Agreement,
28 time is of the essence. The parties reasonably anticipate that Participant will, to the

1 reasonable satisfaction of District, complete all activities provided herein within the time
2 schedule outlined in this Agreement, provided that Participant is not caused
3 unreasonable delay in such performance.

4 **22. DATA OWNERSHIP**

5 Upon termination or expiration of this Agreement, all data which is
6 received, collected, produced, or developed by Participant under this Agreement shall
7 become the exclusive property of District, provided, however, Participant shall be
8 allowed to retain a copy of any non-confidential data received, collected, produced, or
9 developed by Participant under this Agreement subject to District's exclusive ownership
10 rights stated herein. Accordingly, Participant shall, if requested, surrender to District all
11 such data which is in its possession (including its sub participants or agents), without
12 any reservation of right or title, not otherwise enumerated herein.

13 District shall have the right at reasonable times during the term of this
14 Agreement to inspect and reproduce any data received, collected, produced, or
15 developed by Participant under this Agreement. No reports, professional papers,
16 information, inventions, improvements, discoveries, or data obtained, prepared,
17 assembled, or developed by Participant, pursuant to this Agreement, shall be released
18 or made available (except to District) without prior, express written approval of District
19 while this Agreement is in force, and except as otherwise required under the California
20 Public Records Act.

21 **23. NO THIRD-PARTY BENEFICIARIES**

22 Notwithstanding anything else stated to the contrary herein, it is
23 understood that Participant's services and activities under this Agreement are being
24 rendered only for the benefit of District, and no other person, firm, corporation, or entity
25 shall be deemed an intended third-party beneficiary of this Agreement.

26 **24. SEVERABILITY**

27 In the event that any one or more of the provisions contained in this
28 Agreement shall for any reason be held to be unenforceable in any respect by a court

of competent jurisdiction, such holding shall not affect any other provisions of this Agreement, and the Agreement shall then be construed as if such unenforceable provisions are not a part hereof.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Participant and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

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

3
4 **PARTICIPANT**

5 **City of Lemoore**

6
7 _____
8 Nathan Olson

DISTRICT

**San Joaquin Valley Air Pollution
 Control District**

 Samir Sheikh
 Executive Director/APCO

9 ***Approved as to legal form:***
10 San Joaquin Valley Unified Air Pollution
11 Control District

12 _____
13 Annette A. Ballatore
 District Counsel

14 ***Approved as to accounting form:***
15 San Joaquin Valley Unified Air Pollution
16 Control District

17 _____
18 Mehri Barati, C.P.A.
 Director of Administrative Services

19 ***For accounting use only:***

20 Program: _____

21 Account No.: _____

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

Public Benefit Grants Program

New Alternative Fuel Vehicle Purchase Component

Application Number: C-64501-1

Vehicle Make: GEM

Vehicle Model: eM1400 LSV

Vehicle Model Year: 2019

Vehicle Type: Battery-Electric

Maximum Eligible Amount: \$17,955.12



TOYOTA MATERIAL HANDLING NORTHERN CALIFORNIA






Livermore * West Sacramento * Salinas * Fresno * North Bay
(800) 527-3746 www.tmhnc.com

Amanda Champion
711 W Cinnamon Drive
Lemoore, CA 93245
achampion@lemoore.com
559-924-6734

Quotation



Rep: Saul Magana
Cell: 510-935-9733
Fax: 916-244-0253
smagana@tmhnc.com

QUANTITY:	DESCRIPTION	Extended Price																						
1	NEW POLARIS GEM E2 ELECTRIC VEHICLE SOURCEWELL GOVERNMENT PRICING MEMBER ID# 71648	\$ 8,800.00																						
STANDARD FEATURES																								
<ul style="list-style-type: none">• All bucket seats• Legroom – 43 in• Adjustable seat sliders• 3 pt safety belts• Street legal• Integrated Backup Camera• High/low headlights• LED brake lights and signals• Self-cancelling turn signals• Grab handles, dome light, and accessory outlet• Automotive safety glass• Windshield wiper• Front wheel disc brakes• Regenerative braking• Steering – rack and pinion• Automotive style suspension – Front MacPherson strut 5.6 in (14 cm) travel / 48V AC drive• 1 kW onboard charger with integrated 25' (7.6 m) GFCI charging cords that plugs into any 110 V outlet• Flooded batteries• Durable, non-slip flooring• Weather resistant, charcoal seats• High/Low LED headlights	<div> Contract #: 051717-PSI </div> <div></div>	<table><tr><th>YOUR CHOSEN ACCESSORIES</th><th>SOURCEWELL</th></tr><tr><td>GEM® e2 White</td><td>\$ -</td></tr><tr><td>Distance AGM Battery</td><td>\$ 1,100.00</td></tr><tr><td>14" Aluminum Wheels & Rims</td><td>\$ 595.00</td></tr><tr><td>White Full Doors (includes rear window)</td><td>\$ 1,900.00</td></tr><tr><td>S-Bed with Solid Sides</td><td>\$ 1,300.00</td></tr><tr><td>Beacon Light</td><td>\$ 140.00</td></tr><tr><td>Rubber Floor Mat</td><td>\$ 45.00</td></tr><tr><th colspan="2">OPEN MARKET</th></tr><tr><td>Dealer Installation</td><td>\$ 370.00</td></tr><tr><td>Freight from Factory to TMH Fresno</td><td>\$ 900.00</td></tr></table> <div></div>	YOUR CHOSEN ACCESSORIES	SOURCEWELL	GEM® e2 White	\$ -	Distance AGM Battery	\$ 1,100.00	14" Aluminum Wheels & Rims	\$ 595.00	White Full Doors (includes rear window)	\$ 1,900.00	S-Bed with Solid Sides	\$ 1,300.00	Beacon Light	\$ 140.00	Rubber Floor Mat	\$ 45.00	OPEN MARKET		Dealer Installation	\$ 370.00	Freight from Factory to TMH Fresno	\$ 900.00
YOUR CHOSEN ACCESSORIES	SOURCEWELL																							
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OPEN MARKET																								
Dealer Installation	\$ 370.00																							
Freight from Factory to TMH Fresno	\$ 900.00																							
		SUBTOTAL: \$ 15,150.00																						
		SALES TAX@7.25%: \$ 1,098.38																						
DMV PROCESSING DOC FEE (REG ON FINAL INVOICE)(non-taxable):		\$ 85.00																						
CA TIRE & BATTERY FEE \$13/VEHICLE (non-taxable):		\$ 13.00																						
TOTAL INVESTMENT:		\$ 16,346.38																						




SUBTOTAL:	\$ 15,150.00
SALES TAX@7.25%:	\$ 1,098.38
DMV PROCESSING DOC FEE (REG ON FINAL INVOICE)(non-taxable):	\$ 85.00
CA TIRE & BATTERY FEE \$13/VEHICLE (non-taxable):	\$ 13.00
TOTAL INVESTMENT:	\$ 16,346.38

****All Prices Quoted Do Not Include Sales Tax****

Your signature on this proposal constitutes an order

This quotation is subject to our General Terms and Conditions, Form GTC Pub 0001 03-9-2007 Rev B, attached hereto and incorporated by reference.

F.O.B: Factory Terms: COD/Terms or Finance Delivery: Will advise at time of order

Quoted:

By:

Saúl

Saúl Magaña
Account Manager
7/11/2019

Accepted:

By:

Authorized Buyer (please print)

Authorized Buyer Signature

Date



Livermore * West Sacramento * Salinas * Fresno
(800) 527-3746 www.tmhnc.com

Amanda Champion
711 W Cinnamon Drive
Lemoore, CA 93245
achampion@lemoore.com
559-924-6734

Quotation



Rep: Saul Magana
Phone: 510-935-9733
Fax: 916-244-0253
smagana@tmhnc.com

Qty:	Description	Extended Price
1	NEW POLARIS GEM eM1400 ELECTRIC FLATBED	\$ 10,600.00
	SOURCEWELL GOVERNMENT PRICING MEMBER ID# 71648	
STANDARD FEATURES <ul style="list-style-type: none"> Steel Flatbed Towing Capacity 1,250 lbs. Rugged Commercial Construction Integrated Backup Camera Lock & Ride® and Lock & Work™ Ready Up to 45 Miles in Range Front MacPherson Strut 5" (13 cm) travel / Rear Dual A-Arm, IRS 6" (15 cm) Travel 1 kW onboard charger with 25' (7.6 m) charging cords that plugs into any 110 V outlet 4 Wheel Disc Brakes Windshield with Wiper Driver, Passenger, and Rear View Mirrors 		
 		
 		
YOUR CHOSEN ACCESSORIES		SOURCEWELL
GEM® eM® 1400 LSV		\$ -
Poly Roof with Beacon Light		\$ 350.00
Heater		\$ 860.00
Reverse Beeper		\$ 35.00
Poly Doors with Back Panel		\$ 1,500.00
Rearview, Passenger & Driver Mirrors		\$ 135.00
AGM Batteries		\$ 700.00
eM®1400 LSV Electric Box Lift		\$ 400.00
eM®1400 LSV Bed Sides		\$ 400.00
OPEN MARKET		
Dealer Installation		\$ 370.00
Freight from Factory to TMH Fresno		\$ 900.00
Lock & Ride® Cargo Box		\$ 400.00
SUBTOTAL:		\$ 16,650.00
SALES TAX@7.25%:		\$ 1,207.12
DMV PROCESSING DOC FEE (REG ON FINAL INVOICE)(non-taxable):		\$ 85.00
CA TIRE & BATTERY FEE \$13/VEHICLE (non-taxable):		\$ 13.00
TOTAL INVESTMENT:		\$ 17,955.12

****All Prices Quoted Do Not Include Sales Tax****

Your signature on this proposal constitutes an order

This quotation is subject to our General Terms and Conditions, Form GTC Pub 0001 03-9-2007 Rev B, attached hereto and incorporated by reference.

F.O.B: Factory Terms: COD/Terms or Finance Delivery: Will advise at time of order

Quoted:

By:

Saul

Saúl Magaña
Account Manager
7/11/2019

Accepted:

By:

Authorized Buyer (please print)

Authorized Buyer Signature

Date



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6744

Staff Report

Item No: 3-3

To: Lemoore City Council

From: Nathan Olson, City Manager

Date: August 14, 2019

Meeting Date: August 20, 2019

Subject: Agreement with The CrisCom Company for Governmental Affairs Consulting Services Including Lobbying, Grant Services, and Governmental Outreach with State of California and Federal Agencies

Strategic Initiative:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Safe & Vibrant Community | <input type="checkbox"/> Growing & Dynamic Economy |
| <input checked="" type="checkbox"/> Fiscally Sound Government | <input type="checkbox"/> Operational Excellence |
| <input type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> Not Applicable |

Proposed Motion:

Authorize the City Manager to sign a revised agreement with The CrisCom Company for lobbying efforts, grant services, and governmental outreach to secure additional funds for infrastructure and streets projects.

Subject/Discussion:

On October 17, 2017, City Council approved an agreement with The CrisCom Company for lobbying services. In the attached revised agreement The CrisCom Company has agreed to provide grant consulting services to the City of Lemoore. Grant consulting services will include grant research on projects, grant writing and general advice on matters involving funding mechanisms, grant research, and identification and writing.

Financial Consideration(s):

The fee for lobby, grant services, and outreach shall be \$3,750 per month. This fee shall be in advance of services rendered and all reimbursable expenses over \$50 shall be pre-approved by the City of Lemoore. CrisCom will not ask for reimbursement of ordinary business expenses, such as telephone, postage and delivery charge. The cost for this item is already budgeted for FY 2019-2020.

"In God We Trust"

This agreement will commence on September 1, 2019. Either party may terminate the relationship, with or without cause, on a 30 day written notice.

Alternatives or Pros/Cons:

Pros:

- Will provide technical and subject matter expertise in research and applying for grants.

Cons:

- None noted

Commission/Board Recommendation:

Not applicable

Staff Recommendation:

Staff recommends that the City Council approve the agreement and authorize the City Manager to sign the revised agreement with The CrisCom Company.

Attachments:

- ☐ Resolution:
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☒ Other
List: Agreement

Review:

- ☒ Asst. City Manager
- ☒ City Attorney
- ☒ City Clerk
- ☒ City Manager

Date:

- 8/14/19
- 8/15/19
- 8/16/19
- 8/15/19

CITY OF LEMOORE CONSULTANT SERVICES AGREEMENT

This Consultant Services Agreement ("Agreement") is entered into between the City of Lemoore, a California municipal corporation ("City") and The CrisCom Company ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on the date signed by City, which shall occur after execution by Consultant ("Effective Date").

RECITALS

A. City desires to seek governmental affairs consulting services, as outlined in Exhibit "A," Memorandum of Understanding and specifically detailed on page 1 of Exhibit A under "Scope of Work." If there is a conflict between the terms of the Proposal and this Agreement, this Agreement shall control.

B. Consultant is engaged in the business of furnishing the Services and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services.

C. City desires to retain Consultant, and Consultant desires to provide the City with the Services, on the terms and conditions as set forth in this Agreement.

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

AGREEMENT

1. Scope of Services. Consultant shall perform the Services described in Exhibit A.
2. Commencement of Services; Term of Agreement. Consultant shall commence the Services upon City's issuance of a written "Notice to Proceed" and shall continue with the Services until Consultant, as determined by City, has satisfactorily performed and completed the Services, or until such time as the Agreement is terminated by either party pursuant to Section 16 herein, whichever is earlier.
3. Payment for Services. City shall pay Consultant a sum not to exceed the total set forth in **Exhibit A** for the Services performed pursuant to this Agreement. Consultant shall submit monthly invoices to City containing detailed billing information regarding the Services provided and unless otherwise specified in **Exhibit A**, City shall tender payment to Consultant within thirty (30) days after receipt of invoice.
4. Independent Contractor Status. Consultant shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Consultant's employees, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees, any claim or right of action against City.

5. Standard of Care. Consultant expressly represents it is qualified in the field for which Services are being provided under this Agreement and that to the extent Consultant utilizes employees, volunteers or agents, such employees, volunteers or agents are, and will be, qualified in their fields. Consultant also expressly represents that both Consultant and its employees, volunteers or agents, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Consultant shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with all applicable laws and regulations.

6. Identity of Subcontractors and Sub-Consultants. No subcontractors shall be used.

7. Subcontractor Provisions. Not applicable.

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

9. Record Keeping; Reports. Consultant shall keep complete records showing the type of Services performed. City shall be given reasonable access to the records of Consultant for inspection and audit purposes. Consultant shall provide City with a working draft of all reports and five (5) copies of all final reports prepared by Consultant under this Agreement.

10. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions, opinions, recommendations and other work product generated by or produced for Consultant employees, volunteers or agents in connection with the Services, regardless of the medium, including written proposals and materials recorded on computer discs ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

11. Confidentiality. All data, reports, conclusions, opinions, recommendations and other Work Product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents and employees who need such confidential information in employees, volunteers or agents to be bound to these confidentiality provisions.

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

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

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

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

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

a.. Termination by City: Without Cause. This Agreement may be terminated by City at its discretion upon thirty (30) days prior written notice to Consultant.

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

c. Compensation to Consultant Upon Termination. In the event termination is not due to fault attributable to Consultant, and provided all other conditions for payment have been met, Consultant shall be paid compensation for services performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Consultant's compensation has not become due, Consultant shall be paid the reasonable value of its services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the *total* compensation of such part as specified in Section 3 herein. In the event of termination due to Consultant's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

d. Effect of Termination. Upon receipt of a termination notice (or completion of this Agreement), Consultant shall: (i) promptly discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to the City, without additional compensation, *all* data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process. Following the termination of this Agreement for any reason whatsoever, City shall have the right to utilize such information and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings

prepared or caused to be prepared under this Agreement by Consultant. Consultant may not refuse to provide such writings or materials for any reason whatsoever.

17. Insurance. Consultant shall satisfy the insurance requirements set forth in **Exhibit B**.

18. Indemnity and Defense. Consultant hereby agrees to indemnify, defend and hold the City, City Council members, employees, volunteers, agents and city officials harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with actual acts, errors, omissions or negligence of Consultant or its employees, volunteers or agents relating to the performance of Services described herein.

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

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

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

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

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

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

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

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

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

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

25. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Consultant in the County of Kings, California. Thus, in the event of litigation, the Parties agree venue shall only lie with the appropriate state or federal court in Kings County.

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

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

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

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

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

30. **Non-Discrimination/Harassment/Retaliation.** Consultant shall not discriminate, harass, or retaliate or permit discrimination, harassment, or retaliation of its employees or applicants for employment in the provision of the Services set forth in Exhibit A. t. Specifically, Consultant will not discriminate, harass, retaliate or permit discrimination, harassment, or retaliation against employees or applicants on the basis of race, color, religion (including religious dress and grooming), age, sex, sexual orientation, ancestry, national origin, disability, marital status, military status or any other basis unlawful under federal or State law. The City is an equal opportunity employer and requires Consultant adhere to all City policies and procedures prohibiting discrimination, harassment, and retaliation. Before commencement of work, Consultant must provide evidence of compliance with all mandatory sexual harassment training.

31. **Compliance with Federal, State and Local Laws.** Consultant shall be responsible for and shall comply with all applicable laws, rules and regulations that are now in effect or may be promulgated or amended from time to time by the Government of the United States, the State of California, Kings County, the City and any other agency now authorized or which may be authorized in the future to regulate the services to be performed pursuant to this Agreement. Consultant represents that it currently has, and will maintain in effect all proper licensing and permits necessary to providing the Services described in Exhibit A.

32. **Attorney's Fees.** If either Party institutes an action or proceeding for a declaration of rights of the parties under this Agreement, for injunctive relief, or for an alleged breach or default of, or any other action arising out of, this Agreement, or the transactions contemplated hereby, or if either Party is in default of its obligations hereunder, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to reasonable attorney's fees and to any court costs incurred, in addition to any other damages or relief awarded.

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

Signatures on Next Page

CONSULTANT

CITY OF LEMOORE

By: _____

Chuck Jelloian, Owner

Date: _____

By: _____

Nathan Olson,
City Manager

Date: _____

Party Identification and Contact Information:

The CrisCom Company
9550 Topanga Canyon Blvd.
Chatsworth, California 91311
(818) 998-3850

City of Lemoore
Attn: Nathan Olson, City Manager
711 W. Cinnamon Drive
Lemoore, CA 93245
nolson@lemoore.com
(559) 924-6744 x 700

EXHIBIT A

CONSULTANT PROPOSAL

See attached.

EXHIBIT B INSURANCE REQUIREMENTS

Prior to commencement of the Services, Consultant shall take out and maintain, at its own expense, the following insurance until completion of the Services or termination of this Agreement, whichever is earlier, except as otherwise required by subsection (d) below. All insurance shall be placed with insurance companies that are licensed and admitted to conduct business in the State of California and are rated at a minimum with an "A" by A.M. Best Company.

a. Minimum Limits of insurance. Consultant shall maintain limits no less than:

(i) Professional Liability Insurance in an amount not less than \$1,000,000.00 per occurrence. Said insurance shall be maintained at all times during Consultant's performance of Services under this Agreement, and for a period of five years following completion of Consultant's Services under this Agreement or termination of this Agreement.

(ii) General Liability Insurance (including operations, products and completed operations coverages) in an amount not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(iii) Worker's Compensation Insurance as required by the State of California.

(iv) Business Automobile Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

If Consultant maintains higher limits than the minimums shown above, the City shall be entitled to coverage at the higher limits maintained.

b. Other Insurance Provisions. The general liability policy is to contain, or be endorsed to contain, the following provisions:

(i) The City, City Council members, employees, volunteers, agents and city officials are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided with two endorsement forms: 1) in the form of an additional insured endorsement to the Consultant's insurance, or as a separate owner's policy (CG 20 10 11 85 or its equivalent language) and 2) a CG 20 37 10 01 endorsement form or its equivalent language. A later edition of the CG 20 10 form along with the CG 20 37 coverage form will give some protection to the entity for specific locations.

(ii) For any claims related to the Services performed pursuant to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

(iii) Each insurance policy required by this section shall be endorsed to state that the City shall receive written notice at least thirty (30) days prior to the cancellation, non-renewal, or material modification of the coverages required herein.

(iv) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

c. Evidence of Coverage. Consultant shall deliver to City written evidence of the above insurance coverages, including the required endorsements prior to commencing Services under this Agreement; and the production of such written evidence shall be an express condition precedent, notwithstanding anything to the contrary in this Agreement, to Consultant's right to be paid any compensation under this Agreement. City's failure, at any time, to object to Consultant's failure to provide the specified insurance or written evidence thereof (either as to the type or amount of such insurance), shall not be deemed a waiver of City's right to insist upon such insurance later.

d. Maintenance of Insurance. If Consultant fails to furnish and maintain the insurance required by this section, City may (but is not required to) purchase such insurance on behalf of Consultant, and the Consultant shall pay the cost thereof to City upon demand, and City shall furnish Consultant with any information needed to obtain such insurance. Moreover, at its discretion, City may pay for such insurance with funds otherwise due Consultant under this Agreement.

Consultant shall maintain all of the foregoing insurance coverages during the term of this Agreement, except as to (a) the products and completed operations coverage under the General Liability Insurance which shall also be maintained for a period of ten (10) years following completion of the Services by Consultant or termination of this Agreement, whichever is earlier; and (b) Professional Liability Insurance, which shall be maintained for a period of five (5) years following completion of the Services by Consultant or termination of this Agreement, whichever is earlier.

e. Indemnity and Defense. Except as otherwise expressly provided, the insurance requirements in this section shall not in any way limit, in either scope or amount, the indemnity and defense obligations separately owed by Consultant to City under this Agreement.

-EXHIBIT A-

CONSULTANT AGREEMENT

THIS AGREEMENT is made and effective SEPTEMBER 1, 2019, by and between the **CITY OF LEMOORE**, ("City"), with its principal place of business located at 711 W. Cinnamon Drive, Lemoore, in the County of Kings, State of California, and **THE CRISCOM COMPANY** ("CrisCom"), maintaining its principle place of business at 9550 Topanga Canyon Blvd., Chatsworth, California.

ARTICLE 1 BACKGROUND AND PURPOSE

Section 1.1 Background and Purpose

This AGREEMENT formalizes the relationship between the City and CrisCom and outlines the terms and conditions hereinafter set forth.

ARTICLE 2 TERMS AND SERVICES

Section 2.1 Terms

This AGREEMENT will commence on September 1, 2019 and continue on a month to month basis. Either party may terminate this AGREEMENT, with or without cause with thirty (30) days written notice.

Section 2.2 Services

CrisCom shall continue to provide governmental affairs consulting services including, lobbying and governmental outreach with the State of California and the Federal government. This will include working with any and all pertinent State and Federal agencies. Additionally, CrisCom will continue to foster the relationships built with select retail development opportunities as identified during previous development efforts. In addition, grant options are included:

- A. Grant research on projects specifically identified by the CITY, and identification of funding opportunities;
- B. Grant writing at the direction of CITY; and
- C. Offering CITY general advice on matters involving funding mechanisms, grant research, identification and writing.

Section 2.3 Progress Report

CrisCom shall continue to update staff on a regular weekly basis, however for the purposes of this AGREEMENT, CrisCom will formally report on a bi-weekly basis to the City Manager and appointed City staff member. Furthermore, CrisCom will report to the City Council on a quarterly basis, either in writing or in person at a Council meeting. Additionally, CrisCom's representatives are always available to the City Council Members and City Staff.

Section 2.4 Independent Contractor

CrisCom serves as an independent contractor for the City; and is not an employee of the City.

**ARTICLE 3
COMPENSATION**

Section 3.1 Payment

The City shall compensate CrisCom an amount of \$3,750 per month, in advance of services rendered. CrisCom will provide the City an invoice prior to the commencement of the month. Invoices are due on the 1st and late after the 10th.

**ARTICLE 4
SUBCONTRACTS**

Section 4.1 Subcontracts

CrisCom shall not subcontract or assign responsibility for performance of any portion of this AGREEMENT without prior written consent of the City. Except as otherwise specifically approved by the City, CrisCom shall include appropriate provisions of this AGREEMENT in subcontracts so rights conferred to the City by this AGREEMENT shall not be affected or diminished by subcontract. There shall be no contractual relationship intended, implied or created between the City and any subcontractor with respect to services under this AGREEMENT.

**ARTICLE 5
INDEMNIFICATION**

Section 5.1 Hold Harmless Agreement

CrisCom shall defend, indemnify, and hold harmless the City, its officers, employees and agents, from and against loss, injury, liability, or damages arising from any act of omission to act, including any negligent act or omission to act, by CrisCom or CrisCom's officers, employees, or agents.

**ARTICLE 6
MISCELLANEOUS**

Section 6.1 Breach of Agreement

The waiver by either party of any breach of this AGREEMENT shall not bar the other party from enforcing any subsequent breach thereof.

Section 6.2 Notices

Notices shall be deemed received when deposited in the U.S. Mail with postage prepaid and registered or certified addressed as follows unless advising in writing to the contrary:

City of Lemoore
Attn: City Manager
711 W. Cinnamon Drive
Lemoore, CA 93245

The CrisCom Company
Attn: Chuck Jelloian
9550 Topanga Canyon Blvd.
Chatsworth, CA 91311

Section 6.3 Attorney Fees

If any action at law or in equity is brought to enforce this AGREEMENT, the prevailing party shall be entitled to reasonable attorney fees and costs.

Section 6.4 Governing Law and Venue

The AGREEMENT shall be interpreted and construed under, and the rights of the parties will be governed by the laws of the State of California. Venue in any legal action or proceeding shall be in the appropriate court for the County of Kings, California.

ARTICLE 7 INTEGRATION

Section 7.1 Integration

This AGREEMENT represents the entire understanding of the City and CrisCom as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may not be modified or altered except in writing, signed by both parties.

ARTICLE 8 INSURANCE REQUIREMENTS

Section 8.1 Insurance Requirements

Prior to commencement of the Services, Consultant shall take out and maintain, at its own expense, and shall cause any subcontractor with whom Consultant contracts for the performance of Services pursuant to this AGREEMENT to take out and maintain, the following insurance until completion of the Services or termination of this AGREEMENT, whichever is earlier. All insurance shall be placed with insurance companies that are licensed and admitted to conduct business in the State of California.

A. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

- (i) Professional Liability Insurance in an amount not less than \$1,000,000.00 per occurrence. Said insurance shall be maintained at all times during Consultant's performance of Services under this AGREEMENT.
- (ii) General Liability Insurance (including operations, products and completed operations coverages) in an amount not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (iii) Worker's Compensation Insurance as required by the State of California.
- (iv) Business Automobile Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

B. Evidence of Coverage. Consultant shall deliver to City written evidence of the above insurance coverages, including the required endorsements prior to commencing Services under this AGREEMENT; and the production of such written evidence shall be an express condition precedent, notwithstanding anything to the contrary in this AGREEMENT, to Consultant's right to be paid any compensation under this AGREEMENT. City's failure, at any time, to object to Consultant's failure to provide the specified insurance or written evidence thereof (either as to the type or amount of such insurance), shall not be deemed a waiver of City's right to insist upon such

insurance later. This AGREEMENT represents the entire understanding of the City and CrisCom as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may not be modified or altered except in writing, signed by both parties.

IN WITNESS WHEREOF, the parties hereby have caused this AGREEMENT to be executed the date first *above* written.

APPROVED:

City of Lemoore

City Manager: _____

Signature: _____

Date: _____

APPROVED:

The CrisCom Company

CEO: _____

Signature: _____

Date: _____



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6744

Staff Report

Item No: 3-4

To: Lemoore City Council

From: Nathan Olson, City Manager

Date: August 12, 2019

Meeting Date: August 20, 2019

Subject: Train Depot Commercial Lease Agreement between the City of Lemoore and Valley Pure Lemoore, LLC

Strategic Initiative:

- | | |
|--|---|
| <input type="checkbox"/> Safe & Vibrant Community | <input checked="" type="checkbox"/> Growing & Dynamic Economy |
| <input type="checkbox"/> Fiscally Sound Government | <input type="checkbox"/> Operational Excellence |
| <input type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> Not Applicable |

Proposed Motion:

Approve Commercial Lease Agreement between the City of Lemoore and Valley Pure Lemoore, LLC for the property located at 308 E. St., Lemoore, CA.

Subject/Discussion:

The train depot has been leased in the past to the Chamber of Commerce. A deliberate fire has temporarily closed the train depot. The Chamber has been moved to 119 Fox St. and will be leasing the City Hall building after the finance department moves to the Cinnamon Municipal Complex (CMC).

Valley Pure (VP) is seeking to lease the train depot for a Cannabis Retail store and provide the following public benefits:

- Lease depot for \$2,000/ month
- Assume building as is and make modifications to fire damage and interior.
 - Outside to remain unchanged minus fresh paint
 - Current budget of \$250,000 to renovate interior of depot
- Ensure ADA compliance

- Provide upkeep to all leased rail properties on behalf of the city
- Any and all requirements of the state and Cannabis Ordinance

Ordinance 2019-03 became effective on 8/2/2019. According to Ordinance 2019-03, no person or entity shall operate a Commercial Cannabis Operation within the City of Lemoore without first obtaining a Regulatory Permit and entering into a Project Development Agreement. The signed lease is conditioned upon the issuance of the Regulatory Permit and the discretionary approval of the Development Agreement by Council following completion of the application process under the ordinance.. Any undertakings to prepare for opening a retail store, done under the lease, will be at risk on the developer.

Financial Consideration(s):

- Additional funds to the general fund of \$24,000 a year for the lease and potentially additional funds for the business.

Alternatives or Pros/Cons:

Pros:

- Downtown growth and foot traffic
- Does not impact parking
- Assists in cleaning up blight property owned by railroad

Cons:

- Skate Park and splash pad may need to be relocated at developers' expense

Commission/Board Recommendation:

Not Applicable.

Staff Recommendation:

Staff recommends City Council approve Commercial Lease Agreement between the City of Lemoore and Valley Pure Lemoore, LLC for the property located at 308 E. St., Lemoore, CA and authorize the city manager to execute the lease.

Attachments:

- ☐ Resolution:
 - ☐ Ordinance:
 - ☐ Map
 - ☐ Contract
 - ☒ Other
- List: Development Agreement

Review:

- ☒ Asst. City Manager
- ☒ City Attorney
- ☒ City Clerk
- ☒ City Manager

Date:

- 8/14/19
- 8/15/19
- 8/16/19
- 8/14/19

DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF LEMOORE,

AND

VALLEY PURE LEMOORE, LLC

DEVELOPMENT AGREEMENT

This Development Agreement (“**Agreement**”), dated effective August __, 2019 (“**Effective Date**”), is entered into by and between the **City of Lemoore**, a California municipal corporation and general law city in the State of California (“**City**”), and **Valley Pure Lemoore, LLC**, a California limited liability company (“**Developer**”), with respect to the following Recitals, which are a substantive part of this Agreement:

RECITALS

A. City, as successor agency to the City redevelopment agency, owns that certain real property consisting of land, buildings, and improvements thereon located at 308 E Street, City of Lemoore, County of Kings, State of California, Assessor’s Parcel Number 020-050-003, as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the “**Property**”), which consists of (i) the Lemoore Youth Plaza located on the corner of Fox Street and E Street (the “**Youth Plaza Area**”); (ii) the former “Train Depot” building and the immediate land on which such building is located in the middle of the Property on E Street (the “**Train Depot Building**”); and (iii) driveways, entry ways, and parking lot improvements surrounding the Train Depot Property and extending to the corner of E Street and Follett Street (the “**Parking Area**”);

B. City proposes to lease to Developer, and Developer desires to lease and improve, that certain portion of the Property consisting only of the Train Depot Building (the “**Leased Premises**”), for purposes of operating a retail cannabis dispensary business in accordance with the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“**MAUCRSA**” or “**Act**”) of the State of California (“**State**”); provided, however, the Youth Plaza Area and the Parking Area shall be excluded from the Leased Premises;

C. The City also leases that certain real property consisting of vacant land and some land improved with a parking lot located in the City of Lemoore, County of Kings, State of California, Assessor’s Parcel Numbers 020-050-001, 020-050-002, and 020-041-003 (the “**Railroad Land**”), from the Union Pacific Railroad pursuant to that certain Lease of Property which is hereby incorporated herein by this reference (“**Railroad Lease**”);

D. City proposes to grant the non-exclusive right to Developer, and Developer proposes to accept the non-exclusive right, to use both the Parking Area and the improved portion of the Railroad Land that is located immediately adjacent the Parking Area (collectively, the “**Parking Lot**”) for purposes of allowing customers, employees, guests, and other invitees to park in connection with Developer’s use of the Leased Premises, subject to the understanding that the Parking Lot is also available to the public for use;

E. City is currently processing a Regulatory Permit pursuant to City Ordinance 2019-03 (the “**Ordinance**”) on behalf of Developer to accommodate retail cannabis dispensary on the Leased Premises; provided, however, Developer acknowledge that nothing in this Agreement is intended to or shall operate to pre-commit City’s discretion with respect to required land use or other entitlements, permits, and approvals, including, without limitation, interpreting, enforcing or amending the Ordinance and issuing, monitoring or revoking the Regulatory Permit which may be required by Developer with respect to Developer’s proposed use of the Leased Premises consistent with the Ordinance (hereinafter the “**Project**”);

F. Developer represents that it is an experienced operator of commercial cannabis businesses and has sufficient capital to develop and operate a commercial cannabis business on the Leased Premises; and

G. This Agreement sets forth the terms and conditions agreed upon by City and Developer with respect to the lease of the Leased Premises, the non-exclusive license to use the Parking Lot, and the development and operation of the Project.

TERMS AND CONDITIONS

NOW, THEREFORE, City and Developer agree as follows:

1. **Lease of Leased Premises.** Developer hereby agrees to lease the Leased Premises from City, and City agrees to lease the Leased Premises to Developer, in accordance with and subject to all of the terms, covenants, and conditions of this Agreement and pursuant to a separate commercial lease agreement in the form attached hereto as **Exhibit B** and incorporated herein by this reference (“**Lease**”). Developer acknowledges that the Leased Premises will be delivered and leased in an “AS IS,” “WHERE AS” condition, and that Developer will be responsible for all improvements to the Leased Premises necessary for the Project. Developer acknowledges that the Leased Premises does not include the portions of the Property consisting of the Youth Plaza Area and the Parking Area.

2. **Rent for Leased Premises.** Developer shall pay City rent in the amount of \$24,000 per annum payable in advance each lease year.

3. **Non-Exclusive Use Parking Lot.** City hereby grants Developer the non-exclusive right to use the Parking Lot as parking for Developer’s customers, employees, guests, and other invitees and for other related purposes in connection with Developer operating a commercial cannabis business on the Leased Premises for the entire term of the Lease. Developer acknowledges that the Parking Lot shall be made available to Developer for use in an “AS IS,” “WHERE AS” condition, and that City shall have no obligation to make any improvements or repairs to the Parking Lot during the term of the Lease.

4. **Additional Consideration.** Separate and apart from the rent to be paid by Developer for the Leased Premises, and as a material inducement for City to lease the Leased Premises to Developer for the privilege of operating a retail cannabis dispensary in the City, Developer agrees to provide City with the following additional consideration:

A. **Reimbursement of Legal Fees.** Developer shall reimburse City for the legal fees and costs paid by City at the City’s customary rate for legal services for negotiating, finalizing, and implementing this Agreement and the Lease on behalf of City.

B. **Reimbursement of Rent Paid Under Railroad Lease.** Developer shall reimburse City for any and all rent paid by City to Union Pacific pursuant to the Railroad Lease within 14 days of City notifying and providing proof of payment of such rent to Developer.

C. **Repairs and Maintenance of Parking Lot and Railroad Land.** Developer shall reasonably maintain and repair the Parking Lot and the Railroad Land during the Term; provided however, Developer shall not be responsible to improve or repair any damages caused to the

Parking Lot or Railroad Land by any third-party who is not a customer, employee, guest, or other invitee of Developer.

D. **Fees and Taxes.** Developer shall pay the following fees and taxes to City:

(1) Customary business license fees and any regulatory license fee that may be required as part of the Ordinance and Regulatory Permit, which fees shall be determined and set by the City to recover the direct costs incurred by the City from the retail cannabis dispensary business of Developer in the City consistent with California Constitution Article XIII C, Section 1, subsection (e)(3).

(2) An annual revenue raising fee for the privilege of having the right to conduct a retail cannabis dispensary business in the City ("**Revenue Raising Fee**") in the equal four percent (4.00%) of Gross Receipts from Cannabis generated from the Leased Premises,

i. The term "**Gross Receipts from Cannabis**" for purposes of computing the Revenue Raising Fee, shall include any and all revenue received or collected by the Developer from the sale of any and all cannabis, cannabis-based, or other similar products but not from the sale of clothing or other branding gear or merchandise.

ii. The parties agree that, every five (5) years (beginning from the date on which the Regulatory Permit is first issued) through the end of the term of this Agreement, the parties will renegotiate in good faith the amount of the Revenue Raising Fee based upon the relative strength of the Developer's retail cannabis dispensary on the Leased Premises as compared to other retail cannabis dispensaries in other small cities in the Central Valley of California and the amount of fees charged by other municipalities for such businesses, with the expectation that City will reduce fees to match the fees being charged to competitors of Developer should Developer encounter difficulty in profitable operating on the Leased Premises.

iii. Payment of the Revenue Raising Fee shall occur monthly no later than 10 days following the end of each month to which the fees are applied.

iv. In the event City passes a cannabis tax of any form or amount, the City agrees that the tax will not apply to Developer, and Developer is bound to pay only the Revenue Raising Fee pursuant to this Section 4 in lieu of a cannabis tax.

(3) If a retail cannabis dispensary not owned or controlled by Developer or its principals operates on the Leased Premises, such operation shall be required to obtain a Regulatory Permit, and each new Regulatory Permit holder shall be responsible for paying the Revenue Raising Fees set forth in subsections D2 of this Section 4 above separately from Developer. No change to Developer's entity status or change in ownership of Developer shall require Developer to obtain a new Regulatory Permit, except that a change in ownership that constitutes a change in control of Developer (*i.e.*, a change in ownership that results in one person or entity owning more than 50 percent of the ownership interest) shall require Developer to obtain a new Regulatory Permit before the change in ownership takes place.

5. **Development of the Leased Premises.** Developer proposes to use the Leased Premises for a retail cannabis dispensary to the maximum extent allowed under MAUCRSA and the City's Ordinance, which includes the sale and distribution of cannabis for both medical and adult use. For this to happen, City must approve a Regulatory Permit. The exact retail cannabis dispensary to be approved will be determined during the Regulatory Permit process, but shall be consistent with the terms and conditions of this Agreement.

6. **Developer Representations.** Developer represents and warrants that Developer, and/or principal members of Developer, are an experienced developer of commercial properties and operator of cannabis businesses, or has otherwise contracted with experienced commercial developers, architects, and/or other professionals for the purpose of developing the Leased Premises. The qualifications and identity of Developer and Developer's principals are of particular concern to City, and because of such qualifications and identity, the City has entered into this Agreement with Developer. City has considered and relied upon Developer's representations and warranties in entering into this Agreement.

7. **Lawfulness of Activities.** In entering into this Agreement and processing the Regulatory Permit, City makes no guarantees or promises as to the lawfulness of the proposed commercial cannabis operations under State or federal law. Developer are obligated to comply with all applicable State and City laws. To the fullest extent permitted by law, City shall not assume any liability whatsoever with respect to approving the Ordinance, a Regulatory Permit for Developer, or any other commercial cannabis operation approved by City.

8. **Compliance with Laws.** Developer shall operate the retail cannabis dispensary in conformity with MAUCRSA and any implementing regulations, as they may be amended from time to time. Developer shall comply with all other applicable State and local laws, State labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, all other provisions of the Lemoore Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, California Government Code Section 4450, *et seq.*, California Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*, with respect to the existing and any proposed improvements on the Leased Premises.

9. **Indemnity.**

A. **Retail Cannabis Dispensary.** Developer shall defend, indemnify, assume all responsibility for, and hold City and its officers, agents, employees, and volunteers, harmless from all claims, demands, damages, defense costs or liability of any kind or nature arising from or related to any State or federal law enforcement action against Developer, Developer's tenants, subtenants, licensees, contractors and employees ("**Developer Parties**") in connection with the retail cannabis dispensary conducted on the Leased Premises ("**Cannabis Claims**"). Developer's indemnity shall not extend to any loss of revenue suffered or incurred by City in connection with any termination, cessation, restriction, seizure, or other limitation of any retail cannabis dispensary on the Leased Premises.

B. **Construction and Other Operations.** In addition to the indemnity obligations of subsection A of this Section 9, Developer shall defend, indemnify, assume all responsibility for,

and hold City and its officers, agents, employees, and volunteers, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof, including all construction and operation activities on the Leased Premises, and for any damages to Leased Premises or injuries to persons, including accidental death (including attorneys' fees and costs), which may be caused by any acts or omissions of Developer Parties in the performance under this Agreement, whether such damage shall accrue or be discovered before or after termination of this Agreement ("**Other Claims**"). Notwithstanding the foregoing, Developer shall not be liable under this Subsection B of Section 9 for any Leased Premises damage or bodily injury caused by the negligence or willful misconduct of City, its agents or employees, or the public at large.

10. **Restrictions on Transfer.**

A. **City Approval.** Prior to signing the Lease, Developer shall not transfer this Agreement or any of Developer's rights hereunder, directly or indirectly, voluntarily or by operation of law, without the prior written approval of City, and if so purported to be transferred, the same shall be null and void. In considering whether it will grant approval to any assignment by Developer of its rights hereunder, City shall consider factors such as (i) the financial strength and capability of the proposed assignee to perform Developer's obligations hereunder; and (ii) the proposed assignee's experience and expertise in the planning, financing, development, ownership, and operation of similar projects.

B. **Assignee Obligations.** In the absence of specific written agreement by City, no assignment or transfer by Developer of all or any portion of its rights shall be deemed to relieve it or any successor party from any obligations under this Agreement. In addition, no attempted assignment of any of Developer's obligations hereunder shall be effective unless and until the successor party executes and delivers to City an assumption agreement in a form reasonably approved by the City assuming such obligations.

C. **Affiliate Entities.** Notwithstanding the foregoing restrictions on transfer, the Developer may enter into written contracts with one or more "**Affiliate Entities**," which are defined as entities that are owned or controlled by Developer or its principals to conduct commercial cannabis operations in the City pursuant to the Regulatory Permit. Developer may enter into these written contracts without the prior written consent of the City; provided, however, Developer shall provide the City with the entity name and copies of such written contract, all entity formation documents for such entity, and any other documents or information reasonably requested by the City at least 30 days prior to such Affiliate Entity conducting commercial cannabis operations in the City. In addition, any such Affiliate Entity shall be required to sign a written agreement agreeing to be bound and subject to the terms and conditions of this Agreement.

11. **Defaults and Remedies.** Failure by either party to perform any action or covenant required by this Agreement or in the Lease within the time periods provided herein or in the Lease, following notice and failure to cure as described hereafter, constitutes a "**Default**" under this Agreement. A party claiming a Default shall give written Notice of Default ("**Notice**") to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party within fifteen (15) days from receipt of such Notice immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall diligently complete such cure, correction or remedy. In addition to any other rights or

remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Fresno, State of California, or in the District of the United States District Court in which such county is located, if allowable.

12. **Term.** The term of this Agreement shall be for twenty-five (25) years.

13. **General Provisions.**

A. **Notices, Demands and Communications Between the Parties.** Any approval, disapproval, demand, document or other notice or Notice which any party may desire to give to another party under this Agreement must be in writing and may be given by any commercially acceptable means to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice.

To City: City of Lemoore
Attn: Nathan Olson, City Manager
711 W. Cinnamon Drive
Lemoore, California 93245
Tel: (559) 924-6744 x700
Email: nolson@lemoore.com

With a copy to: Jenell Van Bindsbergen, City Attorney
Lozano Smith
7404 N. Spalding
Fresno, California 93720
Tel: (559) 431-5600
Fax: (559) 431-4420
Email: jvanbindsbergen@lozanosmith.com

To Developer: Valley Pure Lemoore, LLC
Attn: Bruce Kopitar
132 N. Valencia Blvd.
Woodlake, California 93286
Tel: (559) 769-2080
Email: bruce@ustower.com

With a copy to: Matthew W. Quall, Esq.
Quall Cardot LLP
205 E. River Park Circle, Suite 110
Fresno, California 93720
Tel: (559) 418-0333
Fax: (559) 418-0330
Email: mquall@quallcardot.com

Any written notice, demand or communication shall be deemed received: immediately if delivered by hand; 24 hours after delivery to a receipted, overnight delivery service such as Federal

Express; 24 hours after delivery by e-mail with an acknowledgement of receipt by the intended recipient; on the fourth (4th) day from the date it is postmarked if delivered by registered or certified mail; and upon receipt of electronic confirmation of transmission by the recipient; provided, however, the recipient of an e-mail notice shall have an affirmative obligation to send an e-mail response and, if applicable, to accept a request to allow an automatically generated response acknowledging the receipt of the e-mail.

B. **Successors and Assigns.** All of the terms, covenants and conditions of this Agreement shall be binding upon Developer and City, and their respective successors and assigns. Whenever the term “Developer” is used in this Agreement, such term shall include any other successors and assigns as herein provided.

C. **Relationship Between City and Developer.** It is hereby acknowledged that the relationship between City and Developer is not that of a partnership or joint venture and that City and Developer shall not be deemed or construed for any purpose to be the agent of the other. Except as expressly provided herein or in the exhibits hereto, City shall not have any rights, powers, duties or obligations with respect to the Project.

D. **No Third-Party Beneficiaries.** There shall be no third-party beneficiaries of this Agreement.

E. **City Approvals and Actions.** City shall maintain authority over this Agreement, including the Lease, and the authority to implement this Agreement and the Lease through the City Manager (or his/her duly authorized representative). The City Manager shall have the authority to make approvals, issue interpretations, waive provisions, and/or enter into certain amendments of this Agreement and the Lease on behalf of City so long as such actions do not materially or substantially change the uses or development contemplated under this Agreement, and such approvals, interpretations, waivers and/or amendments may include extensions of time to perform, if applicable. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the City Council.

F. **Counterparts.** This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. This Agreement shall be executed in two (2) originals, each of which is deemed to be an original.

G. **Integration.** This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party’s own independent investigation of any and all facts such party deems material. This Agreement includes all Attachments and Exhibits attached hereto, which are incorporated herein.

H. **Interpretation and Applicable Law.** This Agreement has been prepared with input from all parties, and shall be interpreted as though prepared jointly by all parties. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

I. **No Waiver.** Any failures or delays by any party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive any other party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. Nor shall a waiver by any party of a breach of any of the covenants, conditions or promises under this Agreement to be performed by another party be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

J. **Modifications.** For any alteration, change or modification of or to this Agreement to become effective, it shall be made in writing and in each instance signed on behalf of each party.

K. **Most Favored Nation Clause; Renegotiation.** If City enters into a Disposition and Development Agreement, a Development Agreement, or any other agreement with a commercial cannabis operator, that has terms and conditions more favorable in the aggregate to that operator than the terms and conditions contained herein, including, but not limited to, Sections 4, 10C, and 13Q, City shall amend this Agreement to provide for the payment of fees by Developer that are the same as those fees agreed to be paid by the new commercial cannabis operator.

L. **Legal Advice.** Each party represents and warrants to the others the following: They have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of another party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

M. **Cooperation.** Each party agrees to cooperate with the others in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

N. **Non-Liability of Officials and Employees of the City.** No official, employee or agent of the City shall be personally liable to Developer, or any successor in interest, in the event of any Default or breach by the City, or for any amount which may become due to the Landowner or the Developer or their successors, or on any obligations under the terms of this Agreement.

O. **Attorneys' Fees.** In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise, in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

P. **Memorandum of Agreement.** The Parties shall record against the Leased Premises a Short Form Memorandum of this Agreement ("**Short Form Memorandum**") summarizing the essential terms.

Q. **Conflicting Enactments.** Any change in the Ordinance or the Lemoore Municipal Code, including, without limitation, any change in the General Plan or zoning, subdivision or building rule or regulation, adopted or becoming effective by the City after the Effective Date, which would, absent this Agreement, otherwise be applicable to the Leased Premises and which would conflict in any way with or be more restrictive than the current laws, regulations, and rules now in effect, shall not be applied by City to the Leased Premises if Developer has leased the Leased Premises, unless required to be applied to the Leased Premises by State law, or as permitted by this Agreement. In the event Developer has leased the Leased Premises, Developer may give City written notice of its election to have any subsequent laws, regulations, and rules applied to the Leased Premises or a portion thereof, in which case such subsequent laws, regulations, or rules shall be deemed applicable to the Leased Premises.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the City and the Developer have executed this Agreement as of the Effective Date.

CITY:

City of Lemoore, a municipal corporation and general law city in the State of California

Date: _____

By: _____

Name: Nathan Olson

Its: City Manager

Date: _____

By: _____

Name: Marisa Avalos

Its: City Clerk

DEVELOPER:

Date: _____

Valley Pure Lemoore, LLC,
a California limited liability company

By: _____

Name: Bruce Kopitar

Its: Sole Manager

APPROVED AS TO FORM CONSISTENT WITH CALIFORNIA LAW:

LOZANO SMITH:

Date: _____

Jenell Van Bindsbergen, Attorney for City

QUALL CARDOT LLP:

Date: _____

Matthew W. Quall, Attorney for Developer

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All that certain parcel of land situate in the City of Lemoore, Kings County, California, being a portion of that parcel heretofore conveyed by the Pacific Improvement Company to the Southern Pacific Railroad Company by deed dated July 17, 1893 and recorded July 24, 1893 in Volume 1 of Deeds at Page 142 in the records of King County, more particularly described as follows:

Commencing at the intersection of the East line of the Southeast Quarter of Section 3, T.19 S., R.. 20 E., M.D.B.M., with the Northerly line of "E" Street, as platted in the Official Map of the Townsite of Lemoore, said Northerly line also being the Southerly right of way line of the Coalinga Branch (formerly known as the Goshen Branch) of the Union Pacific Railroad Company (formerly known as the Southern Pacific Transportation Company, successor in interest to the Southern Pacific Railroad Company);

thence S 79°08' W along said Northerly line of "E" Street, a distance of 885 feet, more or less, to the intersection with the Northerly extension of the Westerly line of Follett Street, as platted in said Official Map, and being the True Point of Beginning of the property being described herein;

thence continuing S 79°08' W along said Northerly line of "E" street a distance of 880.0 feet to the intersection with the Northerly extension of the Easterly line of Fox Street, as platted in said Official Map;

thence N 10°52' W along said Northerly extension of the Easterly line of Fox Street, a distance of 50.0 feet to a point on a line which is parallel with and 100.0 feet distant Southeasterly, measured at right angles, from the original located centerline of said Coalinga .Branch;

thence N 79°08' E along said parallel line, a distance of 880.0 feet to the intersection with said Northerly extension of the Westerly line of Follett Street;

thence S 10°52' E along said Northerly extension of the Westerly line of Follett Street a distance of 50.0 feet to the True Point of Beginning.

Containing an area of 44,000 square feet, more or less.

FOR REFERENCE PURPOSES ONLY:

APN: 020-050-003

Address: 308 E Street, Lemoore, CA 93245

EXHIBIT B

FORM OF LEASE AGREEMENT

[See Attached]



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6744

Staff Report

Item No: 3-5

To: Lemoore City Council

From: Linda Beyersdorf, Finance Manager

Date: July 23, 2019

Meeting Date: August 20, 2019

Subject: Chamber of Commerce Holiday Stroll Agreement

Strategic Initiative:

- | | |
|---|---|
| <input type="checkbox"/> Safe & Vibrant Community | <input checked="" type="checkbox"/> Growing & Dynamic Economy |
| <input type="checkbox"/> Fiscally Sound Government | <input type="checkbox"/> Operational Excellence |
| <input checked="" type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> Not Applicable |

Proposed Motion:

Approve the contract with the Chamber of Commerce to assist in planning and facilitating the annual Holiday Stroll in Downtown Lemoore, and authorize the City Manager to approve the budget amendment.

Subject/Discussion:

The Lemoore Chamber of Commerce assisted the City is revitalizing the annual Holiday Stroll in 2018. Last year's event had 8 outside vendors in addition to the downtown businesses who participated and was attended by approximately 350 people. City staff has drafted a contract with the Chamber of Commerce specific to the planning and event coordination of the Holiday Stroll.

As listed in the contract, the Chamber has agreed to provide the following services for payment of \$4,000.

1. Chamber will provide the complete planning services of the 2019 Holiday Stroll.
2. Chamber will host one community forum to gather feedback from downtown merchants in addition to the proper notification of all downtown merchants as needed in regards to event information.
3. Chamber will coordinate all logistics in regards to venue management.

"In God We Trust"

4. Chamber will solicit vendors according to the agreed need of the event.
5. Chamber will provide marketing specific to Holiday Stroll to include design and printing of standard flyers.
6. Chamber will coordinate and provide day of event personnel to include chamber staff and volunteers.
7. Chamber will submit all expenses directly to Amanda Champion for approval.

Financial Consideration(s):

The contract would be paid for through the PBIA fund (085).

Alternatives or Pros/Cons:

Pros

- With the Chamber's help, this event could bring a lot of foot traffic and positive attention to the Downtown area.

Cons

- None noted

Commission/Board Recommendation:

None Noted.

Staff Recommendation:

Staff recommends Council approve the contract with the Chamber as written, and authorize the City Manager to approve the budget amendment.

Attachments:

- ☐ Resolution:
- ☐ Ordinance:
- ☐ Map
- ☒ Contract
- ☒ Other

List: Chamber Scope of Services
Budget Amendment

Review:

- ☒ Asst. City Manager
- ☒ City Attorney
- ☒ City Clerk
- ☒ City Manger

Date:

7/23/19
8/15/19
8/16/19
8/15/19

**AGREEMENT
BETWEEN THE CITY OF LEMOORE
AND THE LEMOORE CHAMBER OF COMMERCE**

This Agreement is entered into between the City of Lemoore, a California municipal corporation and charter city ("City"), and the Lemoore Chamber of Commerce, a California non-profit corporation ("Chamber") with respect to the following recitals, which are a substantive part of this Agreement:

RECITALS

- A. The Chamber is organized for promoting the social, civic, and economic welfare of the City;
- B. The City desires to promote the advantages of the City for downtown businesses, revitalization, and economic development; and
- C. The Chamber has the special knowledge and experience to assist in organizing events.

NOW THEREFORE, City and Chamber agree as follows:

- 1. Term. The term of this Agreement shall be from August 21, 2019 to December 31, 2019. Any extension of this Agreement beyond December 31, 2019 shall require a new agreement.
- 2. Compensation. For performance of the services described in Exhibit A attached to this Agreement, City shall pay to the Chamber a fee of four thousand dollars (4,000), provided the program and services anticipated by this Agreement have been carried out to the satisfaction of the City. The fee shall be paid within thirty (30) days following the event, if all services have been performed satisfactorily. Should this Agreement be terminated prior to the event the Chamber funding shall be prorated for the services provided thus far.
- 3. Services. The Chamber shall provide the services outlined in Exhibit A attached.
- 4. Other Provisions.

A. Independent Contractor. It is understood and agreed that in the performance of this Agreement, the Chamber is an independent contractor. The Chamber shall take out and maintain Workers Compensation, State Disability, and other insurance coverage as required by law and shall in all other respects comply with applicable provisions of Federal, State, and local laws, rules, and regulations.

B. Indemnification. The Chamber shall indemnify, hold harmless, and defend the City and its officers, agents, or employees from all claims for money, damages, or other relief arising in any way from the performance of this Agreement by the Chamber, its officers, agents, members, or employees. The Chamber shall take out and maintain for the full term of this Agreement liability insurance providing protection for personal injury, wrongful death, and

property damage. Such insurance to be in amounts of one million dollars (\$1,000,000.00) per event, and issued by carriers acceptable to the City. The Chamber shall provide the City with certificates of insurance evidencing such coverage and naming the City as an “additional insured.” All certificates shall expressly state that the policy(ies) may not be terminated, canceled, or modified without thirty (30) days prior written notice actually received by the City at its regular address, 429 C Street, Lemoore, CA 93245.

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

D. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained herein. All prior understandings, terms, or conditions are deemed merged into this Agreement.

E. Severability. If any provision of this Agreement is held to be void, voidable or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.

F. Amendments. Any modification of this Agreement must be in writing and signed by both parties. No oral modifications shall be effective to vary or alter the terms of this Agreement.

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

H. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. Binding Effect. This Agreement is for the benefit of and shall be binding on all parties and their respective successors.

J. Authority. The parties represent and warrant that each has the full right, power, legal capacity and authority to enter into and perform their obligations under this Agreement and that no other approvals or consents of any other persons are necessary to make this Agreement enforceable.

K. Interpretation. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

IT IS SO AGREED. IN WITNESS WHEREOF, the parties have executed this Agreement on the dates following their signature.

CITY OF LEMOORE

LEMOORE CHAMBER OF COMMERCE

By: Edward Neal
Mayor

By: Amy Ward
Chief Executive Officer

Dated: August ___, 2019

Dated: August ___, 2019

-EXHIBIT A-

Scope of Services

The Chamber of Commerce agrees to provide the following services for the Holiday Stroll in fiscal year 2019-2020.

1. Chamber will provide the complete planning services of the 2019 Holiday Stroll.
2. Chamber will host one community forum to gather feedback from downtown merchants in addition to the proper notification of all downtown merchants as needed in regards to event information.
3. Chamber will coordinate all logistics in regards to venue management.
4. Chamber will solicit vendors according to the agreed need of the event.
5. Chamber will provide marketing specific to Holiday Stroll to include design and printing of standard flyers.
6. Chamber will advertise the Holiday Stroll on Chamber social media platforms and e-communications.
7. Chamber will coordinate and provide day of event personnel to include chamber staff and volunteers.



CITY OF LEMOORE

BUDGET AMENDMENT FORM

Date: 8/15/2019	Request By: Michelle Speer
Requesting Department: Finance (4215)	

TYPE OF BUDGET AMENDMENT REQUEST:

- ☒ Appropriation Transfer within Budget Unit
- ☐ All other appropriations (Attach Council approved Staff Report)

FROM:

Fund	Budget Unit	Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget
085		1010	Reserves	\$ (4,000.00)	

TO:

Fund	Budget Unit	Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget
085	4270	4310	\$ 2,000.00	\$ 4,000.00	\$ 6,000.00

JUSTIFICATION FOR CHANGE/FUNDING SOURCE:

Per Holiday Stroll Agreement - 8/20/2019

APPROVALS:

Department Head:	Date:
City Manager:	Date:
Completed By:	Date:



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Staff Report

Item No: 3-6

To: Lemoore City Council

From: Jenell VanBindsbergen, City Attorney

Date: May 24, 2019 Meeting Date: August 20, 2019

Subject: Establishment of Lemoore Police Department Professional Services Bargaining Unit and Recognition of Lemoore Police Officers Association as Exclusive Representative for said Bargaining Unit – Resolution 2019-36

Strategic Initiative:

- | | |
|--|--|
| <input type="checkbox"/> Safe & Vibrant Community | <input type="checkbox"/> Growing & Dynamic Economy |
| <input type="checkbox"/> Fiscally Sound Government | <input checked="" type="checkbox"/> Operational Excellence |
| <input type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> Not Applicable |

Proposed Motion:

Adopt Resolution 2019-36, recognizing the establishment of Lemoore Police Department Professional Services Bargaining Unit and recognizing the Lemoore Police Officers Association as the exclusive representative for said Bargaining Unit.

Subject/Discussion:

The City Council of the City of Lemoore is asked to recognize the Police Officers Association as the exclusive representative of the newly established Lemoore Police Department Professional Services Bargaining Unit. This unit will encompass all non-sworn personnel of the Lemoore Police Department. Non-sworn personnel historically have been represented by the General Association of Service Employees (GASE) Union. GASE has agreed to release the non-sworn personnel working in the police department from the GASE Union to be represented by the POA.

Financial Consideration(s):

None known at this time.

“In God We Trust”

Alternatives or Pros/Cons:**Pros:**

- Police Department personnel have unique considerations that will be represented by the Lemoore Police Officers Association

Cons:

- None noted.

Commission/Board Recommendation:

Not applicable.

Staff Recommendation:

Staff recommends adopting Resolution 2019-36, recognizing the establishment of Lemoore Police Department Professional Services Bargaining Unit and recognizing the Lemoore Police Officers Association as the exclusive representative for said Bargaining Unit.

Attachments:

- ☒ Resolution: 2019-36
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☐ Other
- List:

Review:

- ☒ Asst. City Manager 8/15/19
- ☒ City Attorney 8/15/19
- ☒ City Clerk 8/16/19
- ☒ City Manager 8/15/19

Date:

RESOLUTION NO. 2019-36

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE TO
RECOGNIZE THE LEMOORE POLICE OFFICERS ASSOCIATION (“POA”) AS THE
EXCLUSIVE REPRESENTATIVE FOR THE LEMOORE POLICE DEPARTMENT
PROFESSIONAL SERVICES BARGAINING UNIT**

WHEREAS, the Lemoore Police Officers Association (“POA”) seeks recognition from the City of Lemoore (“City”) as the exclusive representative for the Lemoore Police Department Professional Services Bargaining Unit (“Bargaining Unit”); and

WHEREAS, the Meyers-Milias-Brown Act (“Act”) (Gov. Code §§ 3500 et seq.) sets forth the requirements for an employee organization to become the exclusive representative and for a public agency to grant recognition to an employee organization as the exclusive representative; and

WHEREAS, the affected employees of the Bargaining Unit by majority vote approved the POA as their bargaining representative.

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

SECTION 1. The recitals above are true and correct and are incorporated into this Resolution.

SECTION 2. The City Council hereby recognizes POA as the exclusive representative for the Bargaining Unit.

SECTION 3. The City Manager of the City of Lemoore, or designee, is hereby authorized to take any further actions needed to effectuate the intent of this Resolution, which shall include negotiating with the POA as the exclusive bargaining representative of the Bargaining Unit.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Lemoore at a regular meeting this 20th day of August, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Marisa Avalos,
City Clerk

Edward Neal
Mayor



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Staff Report

Item No: 4-1

To: Lemoore City Council

From: Frank Rivera, Public Works Director

Date: August 13, 2019

Meeting Date: August 20, 2019

Subject: Public Hearing – Abatement of Public Nuisances

Strategic Initiative:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Safe & Vibrant Community | <input type="checkbox"/> Growing & Dynamic Economy |
| <input type="checkbox"/> Fiscally Sound Government | <input type="checkbox"/> Operational Excellence |
| <input type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> Not Applicable |

Proposed Motion:

Conduct a public hearing regarding abatement measures and direct staff to proceed with abatement by motion, as outlined in Ordinance 8-2.

Subject/Discussion:

Per City Ordinance 8-2-1, City Council may declare by resolution as public nuisances, and abate all weeds growing upon the streets, sidewalks, or private property in the City and all rubbish, refuse and dirt upon parkways, sidewalks, or private property in the City. On August 6, 2019, the City Council adopted Resolution 2019-31, formally identifying locations within the City that were in violation of City Ordinance 8-2-1.

Staff requests City Council hear any objections at this time, provided by public notice, and direct staff by motion to proceed with the abatement, postpone the abatement, or cease abatement on the properties listed in Resolution 2019-31.

If staff is directed to proceed with abatement, staff would return to City Council at a later date with the financial costs associated with each property, asking City Council's consideration for a lien for each property to recoup the costs.

Financial Consideration(s):

Financial impact is unknown at this time. If the City must contract for removal of weeds, the City initially bears the costs. The costs are passed on to the property owners in the form of a lien against the property and will be reimbursed with the next year's taxes.

The City may also use staff to abate the properties, keeping a detailed record of the charges to be assessed as a lien and recouped when taxes are received, and file a lien against the property following Council approval of the amounts to be collected.

Alternatives or Pros/Cons:**Alternative**

- Postpone the public hearing to a later date.

Commission/Board Recommendation:

Not applicable.

Staff Recommendation:

Staff recommends that City Council conduct a public hearing, consider any objections, and direct staff to move forward with the abatement process.

Attachments:

- ☒ Resolution: 2019-31
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☐ Other
- List:

Review:

- ☒ Asst. City Manager
- ☒ City Attorney
- ☒ City Clerk
- ☒ City Manager

Date:

- 8/14/19
- 8/15/19
- 8/16/19
- 8/15/19

RESOLUTION NO. 2019-31

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LEMOORE IN FAVOR OF ORDERING WEED ABATEMENT**

WHEREAS, Lemoore Municipal Code Sections 4-2-2 through 4-2-14 provide a means for the City Council to find and declare public nuisances and order weed abatement; and

WHEREAS, the City Council desires to initiate that process which will abate and remove fire hazards from the City by declaring them to be public nuisances pursuant to the Municipal Code

WHEREAS, the properties listed in Resolution 2019-31 Exhibit "A" are all potential fire hazards due to the failure of the property owners to remove the weeds on the property.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lemoore, the following:

1. The Council hereby finds and declares the properties Resolution 2019-31 Exhibit "A" are a public nuisance and a fire hazard and staff is ordered to begin the abatement process and follow the procedures of the Lemoore Municipal Code including providing notice the properties listed in Resolution 2019-31 Exhibit "A".
2. Staff is also directed to notice and publish a public hearing for the abatement of properties listed in Resolution 2019-31 Exhibit "A" for August 20, 2019.

PASSED AND ADOPTED by the City Council of the City of Lemoore at a regular meeting held on the 6th day of August by the following vote:


AYES: Brown, Lyons, Neal

NOES: None

ABSENT: None

ABSTAIN: None

ATTEST:


Mary J. Venegas
Deputy City Clerk

APPROVED:

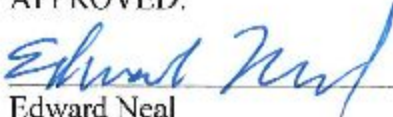

Edward Neal
Mayor

EXHIBIT "A"

No.	Address	APN
1.	UP Railroad	021-050-003
2.	UP Railroad	021-130-012
3.	UP Railroad	021-120-009
4.	UP Railroad	021-240-039
5.	UP Railroad	020-041-003
6.	UP Railroad	020-050-002
7.	UP Railroad	020-050-001
8.	UP Railroad	020-061-005
9.	955 Gaye Circle	023-240-021
10.	1050 Redwood Lane	023-250-061
11.	669 Champion Street	023-150-005
12.	839 Champion Street	023-150-015
13.	Corner lot on Vine St/Iona Ave.	023-170-005
14.	843/845 Champion St.	023-150-016



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Staff Report

Item No: 5-1

To: Lemoore City Council

From: Marisa Avalos, City Clerk / Executive Assistant

Date: August 9, 2019

Meeting Date: August 20, 2019

Subject: Appointment of City Council Applicant for District E

Strategic Initiative:

- | | |
|--|--|
| <input type="checkbox"/> Safe & Vibrant Community | <input type="checkbox"/> Growing & Dynamic Economy |
| <input type="checkbox"/> Fiscally Sound Government | <input checked="" type="checkbox"/> Operational Excellence |
| <input type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> Not Applicable |

Proposed Motion:

Approve appointment to City Council District E.

Subject/Discussion:

One City Council Member vacancy in District E occurred on July 17, 2019. The vacancy was posted at City Hall, the City website, the City Facebook page and the NextDoor application. Applications were received from the following: *(applications are listed in alphabetical order)*

District E

Hugh Allen
Guadalupe Capozzi
James Kilner
Gwendolyn Sue Landrus
Patricia Matthews
John Plourde
Shelly Reese
Willard Rodarmel
Tegan Winters

On August 6, 2019 City Council selected Hugh Allen for the District E council seat. Mr. Allen was not present for the meeting and submitted a request to withdraw from the process following the meeting on August 6, 2019. City Council will select another candidate from the existing list for the District E vacancy.

Financial Consideration(s):

\$300 per month per City Council Member. This amount is already projected within the approved Fiscal Year 2019-2020 budget.

Alternatives or Pros/Cons:

Pros:

- Fills vacancies on the City Council.

Cons:

- None.

Commission/Board Recommendation:

Not Applicable.

Staff Recommendation:

City Council appointment of candidates to City Council for District E.

Attachments:

- ☐ Resolution:
 - ☐ Ordinance:
 - ☐ Map
 - ☐ Contract
 - ☒ Other
- List: Applications

Review:

- ☒ Asst. City Manager
- ☒ City Attorney
- ☒ City Clerk
- ☒ City Manager

Date:

- 8/14/19
- 8/15/19
- 8/16/19
- 8/15/19

DISTRICT E CANDIDATES

City of

LEMOORE

CALIFORNIA

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Office of the City Manager

APPLICATION FOR PUBLIC SERVICE APPOINTMENT

TO A MUNICIPAL BOARD /COMMISSION/COMMITTEE/ADVISORY TASK FORCE

Name Guadalupe Capozzi

Address _____ Telephone# _____

E-mail address _____ Cell # _____

Business Name State of California

Business Address 344 W. 5th Street Hanford, Ca. 93230

Position Held Parole Agent II Assistant Unit Supervisor Business Phone # (559) 582-1969

How long have you resided in Lemoore 1.2 years Are you a registered voter yes

Would you be available for meetings in the ☒ daytime ☒ evenings ☒ both

Please indicate the Commission or Advisory Committee for which you wish to apply:

☒ City Council ☐ Planning Commission ☐ Parks & Recreation Commission

District E ☐ Downtown Merchants Advisory Committee

What are your principle areas of interest in our City government:

Economic growth, recreational opportunities, family resources, and community development.

List education, training or special knowledge which might be relevant to this appointment:

Bachelors of Science in Criminal Justice/Restorative Justice, P.O.S.T Certified Instructor, Worked as a consultant for the State of California in the area of community health.

Public Service Appointment Application
Page 2

List employment, membership in service or community organizations or volunteer work which might be relevant to this appointment:

Parole Agent for seventeen (17) years for the State of California, currently assigned to Kings County, twenty two (22) Years as a Civil Servant for the State of California, Bachelors of Science in Criminal Justice/Restorative Justice, Board member (secretary) for Champions Recovery for five (5) years, Volunteer for Koinonia Church-Breakout Discipleship Program for (3) years, and an instructor with San Joaquin Valley College for two (2) years.

Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates service.

Champions Recovery Board of Directors 2014-Present

REMARKS: Please indicate any further information that will be of value regarding your appointment.

I was born and raised in the San Joaquin Valley. Most of my professional experienced is as civil servant. I started out working with my family as a laborer in the valley. I was blessed to have mentors around me that encouraged me to get an education and contribute to my community. I have served my community in several different areas. I believe that my background, community service contributions, education, experience, and overall energy for life would be an asset to the city council.

Name Guadalupe Capozzi
(Please print)

Date 7/29/19

Signature _____

July 29, 2019

To Whom It May Concern:

I am submitting my application for the position of **City Council Member, District E**. Attached is a copy of my resume for your review. I am confident that my skills, experience, and passion for community will be a perfect match for the position of City Council Member.

I would bring to the position a broad range of skills experience, including:

- 25 years as a civil servant and law enforcement official
- Teacher
- Critical Thinker
- Interpreter in the Spanish Language
- Excellent communication skills
- Visionary
- Leadership

I look forward to an opportunity to share my experience in person. Thank you in advance for your consideration.

Kindest Regards,

Guadalupe Capozzi

GUADALUPE CAPOZZI

Lemoore, Ca 93245

EDUCATION

Reedley College

Major: Criminal Justice

Fresno Pacific University, Fresno, Ca

Degree: Bachelors of Art

Major: Criminal Justice/Restorative Justice

JOB EXPERIENCE

Parole Agent II, Assistant Unit Supervisor, Hanford Unit (January 2019 to present)

California Department of Corrections Division of Adult Parole Operations

344 5th Street, Hanford, CA 93230 (559) 582-1969

Assist in supervising ten Parole Agents within my purview, monitor training, give instruction on case management, provide direction on arrests, counsel staff and parolees, edit reports, submit monthly reports, develop and edit parole plans, obtain information relating to parolee's adjustment, work in cooperation with law enforcement agencies, investigate cases of parole violators, compile evidence, case management, prepare revocation reports, testify at revocation hearings, work as a liaison with other community partners in assisting parolees with the re-integration process, write evaluations, and staff development.

Instructor (June 2017 to present)

San Joaquin Valley College

8344 W. Mineral King, Visalia, CA (559) 651-2500

Provide instruction in the area of Criminal Justice, prepare teaching tools, prepare written reports regarding student progress, work with counselors to ensure student success, evaluate curriculum, and assist students in connecting with resources after graduation.

Parole Agent, Visalia, GPS Unit (February 2003 - January 2019)

California Department of Corrections Division of Adult Parole Operations

344 5th Street, Hanford, CA 93230 (559) 582-1969

Monitor High Risk Sex Offenders in the community through the use of a GPS monitoring system, counsel parolees, explain the parole program in detail to offenders, parolee criminal history research, develop parole plans, obtain information relating to parolee's adjustment, work in cooperation with law enforcement agencies, investigate cases of parole violators, compile evidence, case management, prepare revocation reports, testify at revocation hearings, train staff, and assist parolees with the re-integration process.

Correctional Counselor, Substance Abuse and Treatment Facility (June 2002 - February 2003)

California State Prison, Corcoran and California Substance Abuse Treatment Facility, Corcoran

900 Quebec Corcoran, CA (559) 992-7100

Monitor Inmates within the institutional setting, effect the safety and security of the institution, develop program plans involving educational and vocational programs, develop parole plans, act as a liaison between the inmates and the courts, prepare written board reports, counsel inmates, and investigate cases.

Correctional Officer, Substance Abuse and Treatment Facility (April 1997 - June 2002)

California State Prison, Corcoran and California Substance Abuse Treatment Facility, Corcoran

900 Quebec Corcoran, CA (559) 992-7100

Monitor Inmates within the institutional setting, effect the safety and security of the institution, transport inmates, effect security, conduct trainings, write reports, respond to emergencies, and other duties as assigned.

Consultant (April 1993 - September 2003)

California Department of Public Health, Sacramento

P.O. Box 997377, Sacramento, CA 95899-7377 (916)558-1784

Conduct trainings on communicable disease prevention and community health for healthcare professionals and schools throughout the State of California, curriculum and educational material development.

Communicable Disease Specialist II (June 1991–September 1997)

Fresno County Health and Human Services

1221 Fulton Mall, Fresno, CA 93721 (559) 445-3434

Conduct trainings on HIV prevention as well as other communicable diseases for healthcare professionals and schools, investigate communicable disease transmission, provide counseling and resources for those infected with communicable diseases.

CERTIFICATIONS

Peace Officer Standards and Training (P.O.S.T) Instructor

Self Defense Instructor (past)

Cardiopulmonary Resuscitation (CPR) Instructor

Equal Employment Opportunity (EEO)/Sexual Harassment Instructor

CIVIC DUTIES

Board Member for Champions Recovery Programs (2014 to present)

Youth Teacher at Koinonia Church (2011 to present)

Vice President and President for Hanford National Junior Basketball (NJB) League (2015-2017)

REFERENCES

Kelly Baker, MFT (559) 816-5760

Ralph Rosado, Retired Parole Agent III (559) 362-3468



City Clerk's Office
City of Lemoore

JUL 26 2019

RECEIVED

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Office of the City Manager

APPLICATION FOR PUBLIC SERVICE APPOINTMENT

TO A MUNICIPAL BOARD /COMMISSION/COMMITTEE/ADVISORY TASK FORCE

Name Tegan Winters

Address ✓ Lemoore Telephone# ✓

E-mail address ✓ Cell # ✓

Business Name ✓

Business Address ✓

Position Held NO Business Phone # 559-904-0701

How long have you resided in Lemoore 13 years Are you a registered voter Yes

Would you be available for meetings in the ☒ daytime ☒ evenings ☒ both and teleconference

Please indicate the Commission or Advisory Committee for which you wish to apply:

☒ City Council ☐ Planning Commission ☐ Parks & Recreation Commission
District E ☐ Downtown Merchants Advisory Committee

What are your principle areas of interest in our City government:

SEE Attached forms.

List education, training or special knowledge which might be relevant to this appointment:

Public Service Appointment Application
Page 2

List employment, membership in service or community organizations or volunteer work which might be relevant to this appointment:

Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates service.

REMARKS: Please indicate any further information that will be of value regarding your appointment.

Name Tegan G. Winters
(Please print)

Date 26 July 2019

Signature

1. What are your principle areas of interest in our City government?

I'm applying for vacant position in Lemoore City Council for District E. I want to help improve our community to make it safer, cleaner, and more business friendly. I am not a business owner, but I do care about the businesses and their success in Lemoore. I am a firm believer in keeping it local and I'm encouraged to see the growth that has been taking place in Lemoore over the last few years.

2. List education, training or special knowledge which might be relevant to this appointment.

I have a Bachelor of Science degree in Paralegal Studies from Roger Williams University. I'm a Navy Veteran, I'm currently serving in the Navy Reserves as a Legalman Senior Chief, with 19 years of active and reserve service combined. I was born and raised in Hanford, California for 19 years then I left to join the Navy. I moved to Lemoore in 2006 where I finished my active duty career and transition into the Navy Reserves in 2011. I have kept my residency in Lemoore since 2006. I have had the opportunity to travel the world and visit different, countries, states and towns. I can provide input of how different towns provide resources to their community.

Due to my Navy career I have learned that everyone is going to have different opinions regarding different situations however, as an adult I know how to work well with other people. I know the world is not all about me and every member of a community is important to making it a success.

3. List of employment, membership in service or community organization or volunteer work which might be relevant to this appointment.

I have attached my resume with the different military jobs that I have held through out my career. When I'm not completing my Navy Reserve job, I'm a homemaker taking care of my children and my house. Since I'm a homemaker I have volunteered a lot of my time in the past. I was assistant Chair for Casino night at MIQ school for 2 years, I would volunteer in my sons 1st grade class each week at Island school. I also coached girl's recreation, and competitive soccer and softball from 2010 until 2014 in Lemoore. Now I volunteer once a month at the food bank in Springville, California. I enjoy volunteering at the food bank because there are a ton of veterans who receive food in that area. In the future I would like to work at the different food banks in Lemoore and hopefully these food banks will be open in the evening so working families can also get food, not just people that are home all day.

4. Have you been or are you now a member of a governmental board, commission or committee? If so please provide name and dates service?

No. However I have worked for the David Valadao For Congress campaign in the past.

5. Remarks: Please indicate any further information that will be of value regarding your appointment.

From my Resume and this application, you can see that I have 19 years military experience. I'm one of 7 Senior Chiefs in the Navy Legalman community. I'm one of 135 Reserve Navy Paralegals in the Country. I do not have a regular job in the Navy. I work with JAG attorneys and we deal with high-viz situations and topics of discussions. I work in a job where ethics is extremely important. I'm a conservative and a veteran who lives in Lemoore and grew up in Hanford. I had to work hard my whole life and nothing was ever handed to me.

I have been blessed having the opportunity to go to events with my brother-in-law David Valadao and seeing how he treated people and helped his community. I saw a huge change in our community when he was in office and I actually saw how he made a difference. I was able to see how he interacted with his constituents and how he extracted information from various sources to get the information needed to form an opinion on a topic. I don't know if I can make as big a difference in our community as he does, but I know I can make some suggestions.

I would love the opportunity to help make a difference in the community and help make Lemoore one of the areas best communities. If given the opportunity to serve I will work tirelessly to make a positive impact in the community. Thank you for considering me in this position.

Lemoore, Ca, 93245,

OVERVIEW

- **Senior Chief Legalman U.S. Navy Reserves 19 years' experience**
- **Current Secret Security Clearance**
- **Bachelor's Degree in Paralegal Studies**

Supervisory Administration Paralegal Specialist

Office Supervisor, Project Manager, Staff Trainer and Leadership, Project Administration, Process and System Improvements, Event Coordinator, Logistics Manager, Supply Coordinator, Organization Development and Senior Paralegal Specialist.

Nineteen years' experience: developed, implemented, evaluated and monitored administrative policies, procedures guidelines. Directed day-to-day administrative support operations. Controlled, trained, tasked, and evaluated large staffs in the U.S. Navy. Strong contribution in managing a full scope of support operations in high-profile settings. Exceptional organizational skills and a flair for multi-tasking projects and events. Expert communication skills across diverse groups and at all corporate levels. Consistently progressed to more senior positions with consequential responsibility for personnel, logistic support, resources and schedules. Reputation for delivering world-class customer service care. Secret security clearance. Expert in administrative separation process for the United State Navy, In-depth legal research skills, has processed over a thousand Non-Judicial Proceedings case, provided invaluable legal assistance, drafted multiple Navy correspondence letters. Currently the Senior Enlisted Leader for the Reserve Naval Justice School. Military experience equates to civilian sector Paralegal, Administrative Supervisor, Office Manager or Human Resource Supervisor.

CAREER OVERVIEW

United States Navy Reserve, Senior Enlisted Leader of Naval Justice School (2018-Present)

Senior Enlisted Leaders of the Reserve Naval Justice School (NJS) Program, ensures each student meets the qualification to be a Legalman. Organized the training track for new accession Sailors as part of the NJS training career path. Teaches new affiliates Legalman (Navy Paralegal) program curriculum. Interpret Military policy and regulation to Sailors of the reserve component to help Sailors succeed in the United States Navy Reserves.

United States Navy Reserve, Senior Enlisted Leader of Southwest Region (2015-2018)

One of Six Senior Enlisted Leaders (SEL) in the Legalman Reserve Force. Tasked with leading 34 Sailors throughout their Navy Career producing growth and promotion with-in the community. Part of the Legalman recruitment team finding new Sailors to become Legalman. Involved in monthly phone calls to communicate with other leaders in different time zone and states. Communicates with a diverse group of individuals to produce a successful program and more productivity in the Office.

United States Navy Reserve, RLSO Hawaii, Ventura, Ca (2012-Present)

Senior Enlisted Leaders for Reserve unit

- Managing Annual Training schedule to support high value logistics support. Managed myriad administrative requirements. Coordinate the work of clerical and secretarial staffs required to implement administrative policies, personnel actions and academic or legal activities.
- Assist in Defense Travel System, Per Diem and Enhanced Drill management system.
- Drafted general and special power of attorneys participated as a witness for will executions.
- Assisted administrative separation boards, transcribed documents and process legal documents.
- Sets up and conducts interview with people for promotion in jobs.

- Supervised the daily operation of the legal office, organize taskers, multitask and plan projects in a timely manner.
- Advises on military rules regulations, and office protocol.
- Analysis military legal cases.

United States Navy, Commander Navy Reserve Forces Command, Norfolk, Virginia May 2016- May 2017- Force Legalman Chief for CNRFC

- Selected in the position as Force Navy Paralegal the third highest position in the Leglaman Reserve.
- As part of the reserve law program legal team had input on the strategic planning.
- Supervised over 155 Navy paralegal jobs, ensured adequate staffing with qualified personnel. Vital member of the planning committee for yearly conference. Led power point training topics. Implemented training plan for all personnel to meet mandatory requirements.
- Created Microsoft Excel tracker to update emergency recall information for all reserve Legalman.
- Enlisted Operations support Officer processed 532 Judge Advocates and Legalman's documents.
- Planned mobilization positions six months prior for mission readiness and logistic support.
- Advertised mobilization and job announcements for Navy Personnel.
- Selected candidates for position based on their job performance and qualifications.
- Managed office logistics, supplies, Legal documents, weekly admiral office calls, office outlook calendar.
- Implemented legal office procedures to enhance the daily production of the work load.
- Prepared evaluation reports and recommended military awards.
- Team Player audit the Legal Portion of the Inspector General inspection for subordinate commands.
- Implemented file system and managed and maintained databases.
- Flawlessly planned, scheduled and managed different training topics and presentations at Navy Legalman Symposium.
- Arranged conferences, travel, and accommodations for senior managements and maintained calendars for staff.
- Supervised and ensure the daily operation of an effective legal office.
- Assisted in presentation training to Senior Leadership regarding ethics.
- Provides authoritative advice and guidance to leadership regarding termination, discipline issues and moral.

United States Navy Construction Group ONE, Port Hueneme, CA May 2015-December 2015 and May 2017-August 2017 -Independent Duty Chief Legalman for Navy Construction Group ONE

- Recognized as a moving force in the legal department, positively impacting daily operations and influencing process improvement throughout the military community.
- Conducted Administrative Separation boards as the recorder, start to finish. Assembled all the evidence of the package to support Administrative Separation and transcribed the board proceedings.
- Complied information and evidence to draft numerous legal documents and correspondences to meet expediate deadlines.
- Conducted in-depth legal research regarding ethical questions to answer to Sailor and Senior Leadership.
- Assisted and conducted research with Case Law, federal and state statutes, regulations, directives, notices or manuals.
- Analyzed each correspondence, pleading, or other documents to verify facts and legal content.
- Updated legal tracker maintaining situational awareness on cases for weekly region reports.
- Prepared and processed Hi-Viz correspondence, case summaries, briefs, reviewed pleadings, military protective orders and other sensitive documents.
- Assisted in JAGMAN investigations, interviews and research in multiple diverse cases.
- Reviewed each case to ensure the facts supported the specific charges for Non-judicial punishment or Courts-Martial cases.

- Supervised and trained 4 Navy Paralegals on Military Justice, Legal Research and Courts-Martial procedures. Assisted with training subordinate commands regarding Fundraising on base.

United States Navy Region Legal Service Office Lemoore, Ca (2006-2011)
Legalman First Class United States Navy

- Managed front-desk reception area at the Staff Judge Advocate office, routing incoming calls, greeting visitors, distributing mail, delivered office supplies and performed various administrative task, including copying, faxing and scanning documents and files.
- Trained and developed a training schedule to develop professional legal knowledge among commands.
- Drafted, processed and delivered barment letters to commands, individuals and their families.
- Assisted with attorneys with victims of crimes and ensured they were afforded their rights and kept informed of the status of cases.
- Assisted with the documents regarding the Freedom of Information Act and Privacy Act in the Legal office.
- Assisted with post Trial Documents to ensure deadlines were met for the convening authority.
- Assisted with Service of Process for military members and civilians working on a Military Facility.
- Assisted attorneys with in-depth research, case files and legal proceedings.
- Set up recording devices for Courts-Martials, performed as the Court-Reporter for two Courts-martials.
- Served as the Legal paralegal point of contact between subordinate commands the region office.
- Managed and track office correspondence.

Education

**BACHOLERS DEGREE IN PARALEGAL STUDIES FROM ROGER WILLIAMS UNIVERSITY,
 PROVIDENCE RHODE ISLAND**

- Legalman "A" School graduated and completed in 2003.
- Enlisted Surface Warfare Qualification and Air Warfare Qualification in U.S. Navy
- Major: Bachelor of Science Degree in Paralegal Studies, May 2010
- 19 years Military Experience, 14 years in the Legal field/Administrative/Senior Chief Legalman U.S. Navy Reserves
- Continues Education: 1 ½ years more education toward another Bachelor's or Master Degree. Currently enrolled in Medical Transcription Course online class.
- Familiar with Microsoft word, Microsoft Excel and Microsoft Power Point.

Deployments

- January 2008 – August 2008 – Deployment to Office of Administrative Review Procedures for Enemy Combatants, Guantanamo Bay Cuba.
- October 2003 – November 2006 – Attached to USS ABRAHAM LINCOLN (CVN-72), Completed one 6-month Western Pacific Deployment, Multiple Sea-Trials and 4-month Surge Tsunami Relief assistance.
- July 2000 -February 2002 – Attached to USS CAMDEN (AOE-2), Completed one 6-month Western Pacific Deployment and multiple sea-trials.

7 Strong Points

- Multitask
- Organizational skills and Development
- Administrator

- Leader
- Remarkable communicator
- Punctuality
- Energetic and Enthusiastic Person

References

Carmel Tomlinson

Commander, United States Navy Reserves, Judge Advocate General, Unit Pacific Fleet,
Pearl Harbor, Hawaii
1-808-389-6829

carmeltomlinson@live.com

Note: Mrs. Tomlinson was Tegan Winters boss in 2014-2015 with Navy Reserve RLSO Hawaii.

Lee B. Pickens

Commander, United States Navy Reserves, Judge Advocate General, Region Legal Service Office Northwest
615-828-3323

benpickens@gamil.com

Note: Mr. Pickens was Tegan Winters boss while I worked with NCG-ONE in 2015 and 2017.

Jeanette Taylor

Paralegal Supervisor, Office of the Washington State Attorney General
Olympia, Washington
360-470-3345

Zorn10@comcast.net

Note: Mrs. Taylor and Tegan Winters worked together in the Reserves as the Senior Leadership in the Legalman community.

Annette Humphry

Paralegal Specialist, at Region Legal Service Office
Lemoore, California
559-707-0663

Annette.humphrey@att.net

Note: Mrs. Humphry and Tegan Winters worked together at Region Legal Service Office Lemoore, Ca.



City Clerk's Office
City of Lemoore

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APPLICATION FOR PUBLIC SERVICE APPOINTMENT

TO A MUNICIPAL BOARD /COMMISSION/COMMITTEE/ADVISORY TASK FORCE

Name James D. (Jim) Kilner
Address Lem Telephone# _____
E-mail address _____ Cell # _____
Business Name N/A
Business Address _____
Position Held _____ Business Phone # _____
How long have you resided in Lemoore 13 Are you a registered voter Yes
Would you be available for meetings in the daytime Yes evenings Yes both Yes

Please indicate the Commission or Advisory Committee for which you wish to apply:

- ☒ City Council ☐ Planning Commission ☐ Parks & Recreation Commission
District E
☐ Downtown Merchants Advisory Committee

What are your principle areas of interest in our City government _____

Public Safety, without it, the city can't prosper.

Business Development and Retention, both small and large

Parks and Recreation for young and old alike.

Public Works, Water, Sewer, Lights and Streets.

"In God We Trust"

List education, training or special knowledge which might be relevant to this appointment:

Education and Training to serve in multiple management capacities as a Chief Officer and Emergency Management Coordinator with Kings County Fire Department (1994 to 2011 with the last 8 years as County Fire Chief/ Emergency Services Manager) Responsibilities for fire response, emergency medical service, fire and life safety inspections, and emergency planning and services within the Kings Operational Area. Budget development and management, Human Resources and Professional Development.

List employment, memberships in service or community organizations or volunteer work which might be relevant to this appointment:

Armona Little League President, 1990, 1991, 1999, and 2000.
Armona Youth Football, League President, Board Member, Coach, 1992 to 2000.
Armona Union School District, Board member, 1992 to 1996.
Armona Community Services District, Board Member, 1988 to 1992.
Armona Parks and Recreation Commission Board Member, 1983 to 1988.

Have you been or are you now a member of a governing board, commission or committee? If so, please provide name and dates of services:

West Hills College, Lemoore, Paramedic Advisory Committee 2017 to Present
Kings County Board of Education, Board Member, 1997 to 2013.
Kings County Ambulance Commission, 1995 to 2011.
Kings County Emergency Medical Care Committee, 1994 to 2011.
Tulare Kings Counties Fire Training Officers Association 1994 to 2011.
Office of Emergency Services, MARAC Region V, Kings Operational Area Representative 1994 to 2011.

REMARKS: Please indicate any further information that will be of value regarding your appointment:

I would be honored to be appointed to the Lemoore City Council and I promise to work hard so that you will not regret my appointment. I have the education, training and background to assist the current council in improving the quality of life within our city. I am not afraid to work hard to mitigate any and all issues that may currently exist or arise in the future. Thank you for the opportunity.

Name: James Donald (Jim) Kilner ✓

Date: July 18, 2019

Signature: _____

"In God We Trust"

James D. Kilner

Lemoore, CA 93245

Phone:

Email:

PROFESSIONAL OVERVIEW:

Corporate Safety Director for a nationwide Aviation Company. Implement, maintain and administer the Corporation Safety Management System. Implement, maintain and administer the Corporation Emergency Response Plan. Experience in OSHA, FAA, and DOT Regulations and Compliance, Twice member of an NTSB Accident Investigation Team. Corporate Representative to Federal, State and Local Fire Agencies for Safety Operations and Contract Compliance.

Seasoned Fire Administrator with over 37 years of operational and management experience in a wide range of areas including fire prevention, investigation, emergency and disaster planning, grant writing and funding, budget development, and training program development. Proven leader and problem solver with analytical, organizational, development and strategic planning skills. Experienced in Administration of a Combination (paid and volunteer) Fire Department with a \$10,500,000 annual budget, and identifying specific area needs and implementing appropriate business and planning strategies.

MAJOR ACCOMPLISHMENTS

- Implemented a Contract Exclusive Use Type II Helicopter program with Cal Fire at Millerton Fire Station (FKU)
- Updated Rogers Helicopters Safety Management System to International Standard for Business Aircraft Operations (IS-BAO), and Department of Defense (DOD) standards.
- Implemented and Administer Rogers Helicopters Emergency Response Plan to IS-BAO and DOD requirements
- Successfully prepared, secured, and managed over \$3,000,000 in multiple government grant funding for; rescue, communications, emergency response, law enforcement and fire equipment for the Kings Operational Area.
- Member of the Governor's Office of Emergency Services, Emergency Council representing MARAC Region V (Merced, Madera, Fresno, Tulare, Kings and Kern Counties). Implemented, developed, and administered a partnership with Rogers Helicopters and Kings County to provide a firefighting helicopter program to the Kings County Fire Department.
- Coordinated an agreement with Skylife and Kings County to place an EMS Helicopter within Kings County.
- Served in multiple management capacities as a Chief Officer and Emergency Management Coordinator with responsibilities for fire response, emergency medical service, fire and life safety inspections, and emergency planning and services within the Kings Operational Area.
- Developed and implemented an Emergency Medical Technician Program for the Kings County Fire Department.
- Assisted in the development and implementation of the Kings County Exclusive Operating Area Contract for Emergency Ambulance Provider. Served until retirement as a member of the Kings County Ambulance Commission that is responsible for maintaining contract and compliance by the exclusive ambulance provider.

SUMMARY OF EXPERIENCE:

Safety Director

March 8, 2013 to Present

Rogers Helicopters Inc.

Fresno, CA

Responsible for maintaining the Safety and Security Program for a nationwide helicopter corporation providing firefighting, general, and power line construction using helicopters and fixed wing aircraft. Assuring compliance with OSHA, Department of Transportation, including DOT Drug Testing Program, FAA, and other associated Local, State, and Federal Regulations. Implement, administer and maintain Corporate Emergency Response Plan, and Safety Management System.

Division Chief, Training

April 3, 2015 to December 1, 2015

Mariposa County Fire Department

Mariposa, CA

Responsible for updating and administering an all-volunteer fire department training program. Developed and coordinated, Basic Fire Fighter Academy, Driver/ Pump Operator Academy, Water Tender Operations, Incident Command System and other basic fire skills instruction. Emergency Response and Department Duty Officer Coverage.

Fire Chief/ Assistant Emergency Services Director

July 7, 2003 to July 11, 2011

Kings County Fire Department

Hanford, CA

Direct department activities including personnel, budget, capital expenditure programs, develop annual department plans and objectives; provide direction to fire prevention programs including inspections and code enforcement; direct the activities of fire suppression and control programs; respond to and assume command of firefighting personnel and equipment during emergencies; direct the department administrative processes including selection, training, assignment, utilization and discipline of personnel; attend and participate in public functions to promote fire safety; represent the department with citizen groups, boards, commissions, and other governmental agencies; communicate with the public, local communities, federal, state and local fire agencies regarding the work of the Kings County Fire Department. Kings Operational Area Fire-Rescue Coordinator. Developed, implemented, and administered a successful Type II Fire Helicopter Program within the department.

Battalion Chief, Administrative/ Support Services:

February 1, 2003 to July 2, 2003

Kings County Fire Department

Hanford, CA

Responsible for all aspects of administration of the fire department. Assist in annual budget development, department grant writer, responsible for vehicle, equipment and facility maintenance oversight, personnel issues and career development. Coordinator of department's Emergency Medical Services Program, Emergency planning, response, and command responsibilities for fire and other Emergency Incidents. Assistant Emergency Services Coordinator for the Kings County Operational Area. Officer in charge of department Geographical Information System and Global Positioning System Programs. Liaison between fire department, vendors, and other associated departments.

Fire Training Chief:
January 2002 to February 1, 2003
Kings County Fire Department

Responsible for the training and professional development of 46 paid and approximately 100 Volunteer Firefighters of the Kings County Fire Department. Respond to fire and other emergency incidents. Assume Command, Operations, Plans, Safety, Division/ Group Supervisor on emergency incidents as required, Fire Department Safety Officer, assist in preparation of annual department budget, department grant writer, Officer in charge of the department's Geographical Information System, Emergency Medical Services Chief, Assistant Emergency Services Coordinator, Disaster Assistance and Fire Rescue Branch, for the Kings County Operational Area

Fire Battalion Chief, Fire Suppression:
February 1999 to January 2002
Kings County Fire Department

By contract between Kings County and the City of Corcoran, served in role as the Fire Chief for the city. Plan, organize, direct, and coordinate the activities of fire personnel, volunteers and apparatus engaged in all aspects of fire suppression, prevention, and protection. Enforce state and local laws, codes, and ordinances. Assist in the development and maintenance of the annual budget, plan and direct the maintenance of three fire stations and associated equipment. Receive, investigate, and take appropriate action regarding complaints from the public.

Fire Training Chief:
November 1994 to February 1999
Kings County Fire Department

Responsible for the training and professional development of 46 paid and approximately 100 Volunteer Firefighters of the Kings County Fire Department. Respond to fire and other emergency incidents. Assume Command, Operations, Plans, Safety, Division Group Supervisor or Strike Team Leader functions on emergency incidents as required. Fire Department Safety Officer. Assist in preparation of department budget, department grant writer, Officer in charge of the department's Geographical Information System, Emergency Medical Services Chief, Assistant Emergency Services Coordinator, Disaster Assistance and Fire Rescue Branch, for the Kings County Operational Area.

Fire Academy Coordinator: Basic Fire Academy
August 1997 to June 2003
College of the Sequoias
Visalia, CA

Coordinate and Administrative responsibilities for an Accredited California State Fire Marshal Firefighter I Academy. The academy is provided through a joint effort between the Tulare/ Kings Counties Fire Training Officer's Association and the College of the Sequoias using instructors from the various participating agencies throughout both counties. Develop, instruct, and graduate approximately 35 students per year from various counties throughout the state.

Fire Captain:**May 1986 to November 1994****Kings County Fire Department**

Responsible for the emergency and routine operations of a single fire station. Respond to fires and other emergency incidents. Operate assigned equipment, assist in and supervise the suppression of fires and the protection of life, property and the environment. Direct activities and training of station personnel (paid and volunteer), Company Fire Inspections and Prevention Activities, enforce County Ordinances and Regulations, maintain fire equipment and station.

Fire Apparatus Engineer:**November 1979 to May 1986****Kings County Fire Department**

Under supervision of a Fire Captain, responded to fire and other types of emergencies. Operate and maintained assigned equipment. Train and develop Volunteer Firefighters. Fire Safety Inspections and other Fire Prevention Programs.

Fire Rescue Manager:**1986 to 2003****Kings Speedway**

First Responder Fire and Medical Unit provider for a professional race track and fairgrounds in Kings County. Supervise rescue crews on emergencies associated with accidents involving various types of race cars and incidents on the fairgrounds. Maintain records and responsibility for the race track safety program.

Owner/ Manager:**April 1984 to October 1986****South Valley Medical Services**

Provided Limited Advanced Life Support (EMT II) to the Western half of Kings County. Supervised and managed 15 employees with two twenty-four hour and two twelve-hour ambulances. Responsible for the quality and level of emergency medical care provided by the company.

EDUCATION:**College of the Sequoias**

Visalia, CA

Subject: Fire Technology 55 units

Monterey Peninsula College

Monterey, CA

Subject: Fire Technology 20 units

Fresno City College

Fresno, CA

Subject: General Education 12 units

Sierra Union High School

Tollhouse, CA

Graduated 1975

COMMUNITY SERVICE ORGANIZATIONS:

West Hills College, Lemoore, Paramedic Advisory Committee 2017 to Present
Kings County Board of Education, Board Member, 1997 to 2013.
Kings County Ambulance Commission, 1995 to 2011.
Kings County Emergency Medical Care Committee, 1994 to 2011.
Tulare Kings Counties Fire Training Officers Association 1994 to 2011.
Office of Emergency Services, MARAC Region V, Kings Operational Area Representative 1994 to 2011
Armona Little League President, 1990, 1991, 1999, and 2000.
Armona Youth Football, League President, Board Member, Coach, 1992 to 2000.
Armona Union School District, Board member, 1992 to 1996.
Armona Community Services District, Board Member, 1988 to 1992.
Armona Parks and Recreation Commission Board Member, 1983 to 1988.

LICENSES AND CERTIFICATES:

California Driver's License, Class A Non-Commercial
American Heart Association, Heartsaver CPR/ First Aid Card
California State Fire Marshal Instructor
State of California Adult Vocational Education Teaching Credential (Firefighting)
Firefighter I, California State Fire Marshal
Fire Fighter II, California State Fire Marshal
Fire Officer, California State Fire Marshal
Fire Control III Senior Instructor (Structural Firefighting) California State Fire Marshal
Fire Control IV, Senior Instructor (Flammable Liquids and Gases) California State Fire Marshal
Incident Command System Instructor, (ICS 100 through 401) California State Fire Marshal
Standardized Emergency Management System Instructor, Governor's Office of Emergency Services.
Helicopter Crew Member, National Wildfire Coordinating Group
Helicopter Manager, National Wildfire Coordinating Group
Introduction to Helicopter Accident Investigation, Helicopter Association International
10-Hour OSHA Training for the Construction Industry
Flight Safety International Safety Managements

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Office of the City Manager

APPLICATION FOR PUBLIC SERVICE APPOINTMENT

TO A MUNICIPAL BOARD /COMMISSION/COMMITTEE/ADVISORY TASK FORCE

Gwendolyn Sue Landrus

Name _____

Address _____ Telephone# _____

E-mail address _____ Cell # _____

Business Name _____

Business Address _____

Position Held _____ Business Phone # _____

How long have you resided in Lemoore 20 yrs/

Are you a registered voter yes

Would you be available for meetings in the ☐ daytime ☐ evenings ☒ both

Please indicate the Commission or Advisory Committee for which you wish to apply:

☒ City Council ☐ Planning Commission ☐ Parks & Recreation Commission
District E ☐ Downtown Merchants Advisory Committee

What are your principle areas of interest in our City government:

When I first moved to Lemoore in August of 1977 this was a small town and it had a lot to offer people. You had a reason to stay and shop in town. All the city employees cared about what they were doing to help the city look good. Being gone 18 years and coming back to make this our retirement home, I was a little shocked. I could not believe how downtown had changed. I want to see our city government help bring in smaller business and some larger ones to encourage people to want to stay here and shop and not just drive by us to Hanford, Visalia and Fresno.

List education, training or special knowledge which might be relevant to this appointment:

I graduated from West Hills College with my AA in 1996. We then moved to LA County. I decided to volunteer at Lancaster High School. I volunteered with the counseling department for 17 years. I organized the schedules and any changes that needed to be made. I handled several clubs and making sure the money they raised was accounted for and deposited properly to the bookkeeper. If a club did not have enough money to cover expenses for a fund raiser, I notified the teacher in charge of clubs and we made a decision on the best option for the club. After six years I became the Head Cheer Coach at Lancaster High School. Being coach I was responsible for three teams.

"In God We Trust"

Public Service Appointment Application
Page 2

List employment, membership in service or community organizations or volunteer work which might be relevant to this appointment:

I worked for McCarty farming from 1977 till 1980 processing orders and making sure everyone got a paycheck. I resigned when I became pregnant. In 1986 I went to work for a local doctor and took care of billing and collections. I went to West Hills College from 1992 till May 1996. I graduated with my AA. I worked at West Hill College in the Disabled Students Office for Dr. Marsha Tarver. For two years I was the President of the Disabled Students Club. We held weekly meetings and small fund raisers. We made sure disabled needs were being met for the school. We moved to Lancaster for 18 years where I volunteered at Lancaster High School as needed.

Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates service.

No

REMARKS: Please indicate any further information that will be of value regarding your appointment.

While working with the Counseling Department at Lancaster High, I was the first person at the door people had to deal with. Many times I would be yelled at by upset parents or students. I needed to keep my composure and still get my job done and resolve the problem. I volunteered to help the ASB Advisor and Head bookkeeper keep the budgets for all school clubs. I helped maintained club deposits in preparation for semi-annual audits.

Name Gwendolyn Sue Landrus
(Please print)

Date July 18, 2019

Signature

District E



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City of Lemoore

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APPLICATION FOR PUBLIC SERVICE APPOINTMENT

TO A MUNICIPAL BOARD /COMMISSION/COMMITTEE/ADVISORY TASK FORCE

Name John H. Plourde

Address _____ Telephone# _____

E-mail address _____ Cell # _____

Business Name _____

Business Address _____

Position Held Retired Business Phone # _____

How long have you resided in Lemoore 42 Years Are you a registered voter Yes

Would you be available for meetings in the daytime _____ evenings _____ both Yes

Please indicate the Commission or Advisory Committee for which you wish to apply:

☒ City Council ☐ Planning Commission ☐ Parks & Recreation Commission

District E

☐ Downtown Merchants Advisory Committee

What are your principle areas of interest in our City government Contribute to a functioning City

Council. I will (1) do my homework and make decisions based on the pros and cons

within Staff Reports and any testimony received (2) aid in making the meetings

pleasant and business like (3) use the City Manager for clarification when questions

arise and (4) represent the citizens of District E to the best of my ability.

"In God We Trust"

List education, training or special knowledge which might be relevant to this appointment _____

League of California Cities Academy, Leadership in Action, 2011

Great Valley Leadership Institute, Class X, 2009

League of California Cities Academy, Advanced Leadership, 2006

League of California Cities Academy, Leadership, 2004

List employment, membership in service or community organizations or volunteer work which might be relevant to this appointment

League of California Cities: Employee Relations Policy Committee, 2011 & 2012,

Transportation, Communications and Public Works Policy Committee, 2009 & 2010,

and Administrative Services Policy Committee, 2005 & 2006.

Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates service.

Lemoore City Councilmember, December 2008 to 2012 (Mayor Pro Tem 2010 - 2012)

Lemoore City Councilmember, July 2005 to December 2006

Lemoore Planning Commission, December 2004 to July 2005

Lemoore City Councilmember, September 2003 to December 2004

REMARKS: Please indicate any further information that will be of value regarding your appointment.

See attached sheet

Name John H. Plourde

Date July 17, 2019

Signature _____

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Record of Public Service

Civic Leadership

- Mayor Pro Tem, City of Lemoore, 2010 - 2012
- Chair, Oversight Board for the Successor Agency for the former City of Lemoore Redevelopment Agency, 2012
- Chair, Cross Valley Rail Corridor Joint Powers Authority, 2012
- Vice Chair, Lemoore Housing Authority, 2012
- Kings County Local Agency Formation Commission, 2011/2012
- League of California Cities, Mayor and Councilmembers Academy, Leadership in Action, 2011
- League of California Cities, Employee Relations Policy Committee, 2011/2012
- Vice Chair, Lemoore Redevelopment Agency, 2010 to 2012
- King County Gang Awareness Advisory Commission, 2010 to 2012
- Special City Selection Committee - San Joaquin Valley Air Pollution Control District, 2009 to 2012
- League of California Cities, Transportation, Communications and Public Works Policy Committee, 2009 & 2010
- Vice Chair, Cross Valley Rail Corridor Joint Powers Authority, 2009 to 2012
- Kings County Association of Governments, 2008 to 2012
- Kings County Area Public Transit Agency, 2008 to 2012
- Kings Economic Development Corporation, 2008 to 2012
- Lemoore Economic Development Committee, 2008 to 2012
- Lemoore City Councilmember, December 2008 to 2012
- Great Valley Leadership Institute, October 2009
- Vice Chair, Lemoore Commission on Gang Awareness, June 2007 - February 2008
- League of California Cities Administrative Services Policy Committee, 2005 and 2006
- League of California Cities, Mayor and Councilmembers Academy, Advanced Leadership, 2006
- Kings County Commission on Aging Council, Board of Directors, July 2005 to Dec. 2006
- AARP Driver Safety Program, Zone Trainer, Zone Coordinator, District Coordinator & Instructor, May 2005 to 2015
- Lemoore City Councilmember, July 2005 to December 2006
- Lemoore Planning Commission, December 2004 to July 2005
- Lemoore City Councilmember, September 2003 to December 2004
- League of California Cities, Mayor and Councilmembers Academy, Leadership, 2004
- Lemoore Chamber of Commerce, Tourism Committee, 2004 to 2006
- Kings Community Action Organization, Board of Directors, Sept. 2003 to Dec. 2004
- Chairman, Volunteers in Policing, Lemoore Police Department, 2001– 03 and 2005 – 06, 2009 & 2010
- Volunteers in Policing Program (36,000+ hours of volunteer time), 1998 to present
- Instructor, Lemoore Police Department Citizens' Academy, 1999 to present
- Graffiti Task Force, Fast Response Program for Graffiti Removal, 1999 to 2008

Personal Recognition

- 2008 - "Daily Point of Light Award - #3810"
- 2008 - "President's Call to Service" - Lifetime Service Award
- 2007 - "Lemoore Citizen of the Year"
- 1999 - "Citizen of the Year" - Kings County Peace Officers Association
- 1998 - "VIP of the Year" Lemoore Police Department's Volunteers in Policing Program

John H. Plourde

Lemoore Council Service on Boards and Commissions Matrix 2019-2020

	Agency	Type	Member	Appointed	Expires	Meeting Date/Location
2009 - 2012	Cross Valley Rail Corridor Joint Powers Authority	Principal	Dave Brown	1/15/19	12/31/20	No Set Date
		Alternate	Chad Billingsley	1/15/19	12/31/20	
	Indian Gaming Local Benefit Committee	Principal	Eddie Neal	2/5/19	12/31/20	No Set Date
		Alternate	Chad Billingsley	2/5/19	12/31/20	
2003 - 2004	Kings Community Action Organization (KCAO)	Principal	Stuart Lyons	1/15/19	12/31/20	3 rd Wednesday 4:15 P.M. KCAO Office, 1130 N. 11th Ave. Hanford
		Alternate	Eddie Neal	1/15/19	12/31/20	
2008 - 2012	Kings County Area Public Transit Authority (KCAPTA)	Principal	Dave Brown	2/5/19	12/31/20	4 th Wednesday 1:30 P.M. K.C. Board Chambers, Hanford
		Alternate	Stuart Lyons	2/5/19	12/31/20	
2008 - 2012	Kings County Association of Governments (KCAG)	Principal	Dave Brown	2/5/19	12/31/20	4 th Wednesday 4:30 P.M. K.C. Board Chambers, Hanford
		Alternate	Stuart Lyons	2/5/19	12/31/20	
2005 - 2006	Kings County Commission on Aging	Principal	Stuart Lyons	1/15/19	12/31/20	3 rd Thursday 3:00 P.M. K.C. Multipurpose Room, Hanford
		Alternate	Dave Brown	1/15/19	12/31/20	
2008 - 2012	Kings County Economic Development Committee	Principal	Chad Billingsley	1/15/19	12/31/20	Last Monday of every month Location varies
		Alternate	Dave Brown	1/15/19	12/31/20	
	Kings County Emergency Shelter and Food Committee	Principal	Chad Billingsley	1/15/19	12/31/20	Quarterly Meetings, Date/Time Not Set KCAO Office, Hanford
		Alternate	Eddie Neal	1/15/19	12/31/20	
2010 - 2012	Kings County Gang Awareness Advisory Committee	Principal	Stuart Lyons	1/15/19	12/31/20	No Set Date
		Alternate	Dave Brown	1/15/19	12/31/20	

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John H. Plourde

Lemoore Council Service on Boards and Commissions Matrix 2019-2020

2008 - 2012

Agency	Type	Member	Appointed	Expires	Meeting Date/Location
Kings County Vehicle Abatement Committee	Principal	Dave Brown	2/5/19	12/31/20	4th Wednesday, Quarterly Immediately Following KCAG Meeting
	Alternate	Stuart Lyons	1/15/19	12/31/20	
Kings Mosquito Abatement District	Principal	Chad Billingsley	2/5/19	12/31/20	3rd Wednesday 9:00 AM 10871 Bonneyview Lane, Hanford
	Alternate	Stuart Lyons	2/5/19	12/31/20	
Kings Waste & Recycling JPA Board	Principal	Eddie Neal	1/15/19	12/31/20	Last Wednesday 8:00 A.M. KCWRA Offices, 7803 Hanford-Armona Road
	Alternate	Stuart Lyons	1/15/19	12/31/20	
Lemoore Finance Committee	Principal	Dave Brown	1/15/19	12/31/20	No Set Date
	Alternate	Stuart Lyons	1/15/19	12/31/20	
LVFD Qualification Review Committee	Principal	Dave Brown	1/15/19	12/31/20	No Set Date
	Principal	Stuart Lyons	1/15/19	12/31/20	
San Joaquin Valley Air Quality Control Board Special City Selection Committee	Principal	Chad Billingsley	1/15/19	12/31/20	No Set Date
	Alternate	Dave Brown	1/15/19	12/31/20	
South Fork Kings Sustainable Groundwater Management Act JPA Board	Principal	Dave Brown	2/5/19	12/31/20	Monthly 5:30 P.M. Lemoore Council Chamber, 429 C Street
	Alternate	Chad Billingsley	2/5/19	12/31/20	
League of California Cities	Principal	Eddie Neal	1/15/19	12/31/20	No Set Date
	Alternate	Chad Billingsley	1/15/19	12/31/20	

2009 - 2012

Voting Member X3



Human Resources
City of Lemoore

JUL 19 2019

711 W. Cinnamon Drive • Lemoore, California 93245 • (559) 924-6700
Office of the City Manager

RECEIVED

APPLICATION FOR PUBLIC SERVICE APPOINTMENT

TO A MUNICIPAL BOARD /COMMISSION/COMMITTEE/ADVISORY TASK FORCE

Name Willard J. Rodarmel

Address _____ Telephone# _____

E-mail address _____ Cell # _____

Business Name WAS Lemoore Recycling (sold May 1, 2016)

Business Address RETIRED

Position Held OWNER Business Phone # N/A

How long have you resided in Lemoore 1962 Are you a registered voter Yes

Would you be available for meetings in the daytime _____ evenings _____ both YES

Please indicate the Commission or Advisory Committee for which you wish to apply:

- ☒ City Council ☐ Planning Commission ☐ Parks & Recreation Commission
District E
☐ Downtown Merchants Advisory Committee

What are your principle areas of interest in our City government To Served on the
City Council in District "E" AND the People of this GREAT
CITY of Lemoore.

List education, training or special knowledge which might be relevant to this appointment _____

Class Of 1970 Lemoore High School, West Hills Collage Degree in Business Administion

List employment, membership in service or community organizations or volunteer work which might be relevant to this appointment

1973-2003 30 years AS A VOLUNTEER FIREMAN

5 years on Committee for Cars in the Park & AS CHAIR

IN ROTARY CLUB FOR 10 years

Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates service.

1987-1994 served on Lemoore City Planning Commission

2006-2014 City Council AS A MEMBER, MAYOR PRO TEM & MAYOR

2008-2014 Served on KCAPTA BOARD

2008-2014 Served on KWRA BOARD

REMARKS: Please indicate any further information that will be of value regarding your appointment.

I will servad the people of DISTRICT "E" AND All the people of
This Great City To the Best of my Abilities And will
Always have A open Door Policy.

Name Willard J. Rodarmel
(Please print)

Date July 19, 2019

Signature



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Office of the City Manager

APPLICATION FOR PUBLIC SERVICE APPOINTMENT

TO A MUNICIPAL BOARD /COMMISSION/COMMITTEE/ADVISORY TASK FORCE

Name Patricia Matthews

Address _____ Telephone# N/A

E-mail address _____ Cell # _____

Business Name N/A

Business Address N/A

Position Held N/A Business Phone # N/A

How long have you resided in Lemoore 41 yrs Are you a registered voter Yes

Would you be available for meetings in the ☐ daytime ☐ evenings ☒ both

Please indicate the Commission or Advisory Committee for which you wish to apply:

☒ City Council ☐ Planning Commission ☐ Parks & Recreation Commission
District E ☐ Downtown Merchants Advisory Committee

What are your principle areas of interest in our City government:

My principle areas of interest are to be a part of bridging the gap between the city and our residents, as well as helping to find solutions to financial issues that our city faces. I am also interested in, and passionate about, the city's involvement with our youth. I would love to be a part of prioritizing the betterment of our youth by reaching out to local organizations and businesses, as well as working with city management to give our youth mentorship, experience, confidence, and pride in their community.

List education, training or special knowledge which might be relevant to this appointment:

Lemoore has been my home for my entire life. I grew up in this city, and I have raised my family here. Through the years, I have seen the progress that our city has made, and witnessed the strengths and weaknesses that we face as a community. I am also familiar with many of our residents and the dynamic of our city. My connection to the people of Lemoore and my passion to see the continued betterment of our city, I believe, would give me the ability to properly serve and represent not only those in my district, but Lemoore residents as a whole.

Public Service Appointment Application
Page 2

List employment, membership in service or community organizations or volunteer work which might be relevant to this appointment:

I currently hold a volunteer leadership position at my church, where I oversee the safety team and its volunteers, as well as develop policies and procedures for my department. I have also been a part of parent-teacher organizations within my children's schools, in which we had to meet the needs of the school with limited resources and help. These positions have given me greater knowledge of leadership, and all of the hardwork that goes into proper leadership. Additionally, I have been able to work and alongside others to accomplish our goal even when we may not agree.

Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates service.

I have not been a member of a governmental board, commission, or committee.

REMARKS: Please indicate any further information that will be of value regarding your appointment.

Community is very important to me. I love Lemoore and want to do my part to give back to the city that has given me and my family so much. Through volunteer opportunities in the Fresno area, I have seen, and been a part of, the impact that cities can have on their community, including giving to families during the holidays, homeless outreaches, back-to-school events, and city clean-up projects. With this experience, I would love to help bring more outreaches like these into my own community, bringing the residents and leaders of our city together in doing so. Additionally, I have realized that residents in my district are distanced and unaware of city business and I want to be a part of uniting city leadership and those they represent.

Name Patricia Matthews
(Please print)

Date 7-31-19

Signature _____

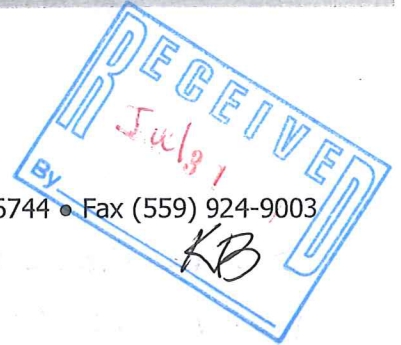
City of

LEMOORE

CALIFORNIA

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Office of the City Manager



APPLICATION FOR PUBLIC SERVICE APPOINTMENT

TO A MUNICIPAL BOARD / COMMISSION / COMMITTEE / ADVISORY TASK FORCE

Name Shelly Reese

Address _____ Telephone# _____

E-mail address _____ Cell # _____

Business Name N/A - Not a Business Owner but have worked

Business Address N/A for the same business from 11/98 - Current
Santa Rosa Rancheria - 16835 Alkali Drive Lemoore CA 93245

Position Held Various within Company Business Phone # 559-925-2153

How long have you resided in Lemoore 46 yrs Are you a registered voter Yes

Would you be available for meetings in the daytime _____ evenings _____ both ✓

Please indicate the Commission or Advisory Committee for which you wish to apply:

☒ City Council ☐ Planning Commission ☐ Parks & Recreation Commission

☐ Downtown Merchants Advisory Committee

What are your principle areas of interest in our City government The Community,
Job Development, Education and future
Business Development.

List education, training or special knowledge which might be relevant to this appointment AS Degree
in Social Work / Business. Many Various Certificates
of Continuing Education. Certificate of Management
Course from University of Reno also Various Certificates
for Regulatory Compliance. Various Certificates in Leadership
and Management.

Public Service Appointment Application
Page 2

List employment, membership in service or community organizations or volunteer work which might be relevant to this appointment

Santa Rosa Rancheria - Benefits Manager- Processor, Other
Position within Company (Surveillance Asst. Director, Compliance
Supervisor). Relay for Life 2009 - 2015 Fundraising and
participant. Breast Cancer Awareness Month 2008 - Current
for Santa Rosa Rancheria.

Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates service.

N/A

REMARKS: Please indicate any further information that will be of value regarding your appointment.

I love Lemoore and my commitment is representing
the City of Lemoore in a positive manner and enhancing
Lemoore's appeal to new businesses. I want to make
sure families are represented for a strong community
and Education. I want to make a strong impact on future
business appeal as well as current businesses. I want to help
create more job opportunities for our children and grandchildren for
the city.

Name Shelly Reese
(Please print)

Date 7-31-19

Signature _____



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Staff Report

Item No: 5-3

To: Lemoore City Council
From: Marisa Avalos, City Clerk / Executive Assistant
Date: August 9, 2019 Meeting Date: August 20, 2019
Subject: City Council Reorganization – Election of Mayor and Mayor Pro Tem

Strategic Initiative:

- | | |
|--|--|
| <input type="checkbox"/> Safe & Vibrant Community | <input type="checkbox"/> Growing & Dynamic Economy |
| <input type="checkbox"/> Fiscally Sound Government | <input checked="" type="checkbox"/> Operational Excellence |
| <input type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> Not Applicable |

Proposed Motion:

Authorize the City Clerk to conduct the City Council reorganization with the election of Mayor and Mayor Pro Tem.

Subject/Discussion:

While Lemoore's Municipal Code is silent on the election of the Mayor and Mayor Pro Tem, the City's practice has been to hold an election of the Mayor and Mayor Pro Tem among the Council Members every two years. With the appointment of the two new City Council members, consensus was received at the August 6, 2019 meeting to conduct a reorganization.

Duties of the Mayor include:

1. The Mayor presides over the Regular and Special meetings of the Council.
 - a. Keeps the discussion focused on the issues.
 - b. Prevents overly dominant members from having a disproportionate influence.
 - c. Solicits opinions, feelings, and positions from reticent members.
 - d. Discourages finger pointing and blame-oriented statements or questions.
 - e. Protects colleagues and staff from verbal attacks.
 - f. Encourages the generation of alternative solutions.
 - g. Protects new thought from being rejected prior to consideration.
 - h. Delays evaluation and analysis of alternatives until all are on the table.

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- i. Moves the meeting along and does not let the elected body drift off the subject at hand.
 - j. Guides the process of screening alternative and selecting a solution.
 - k. Attempts to build consensus among members during the meetings only.
- 2. The Mayor also has the authority to call Special Council meetings.
- 3. The Mayor has the authority to cancel Regular Council meetings.
- 4. The Mayor has the authority to suppress disorderly conduct at meetings held in the Council Chamber with the aid of the Police Chief or a Police Officer.
- 5. Committee/Commission appointments by the Mayor are subject to the consensus of the Council.
- 6. The Mayor is required to sign all Ordinances, Resolutions and City Council minutes.
- 7. The Mayor signs all letters from the Council.
- 8. The Mayor approves and signs all Certificates.
- 9. The Mayor represents the City at Civic and Community functions such as:
 - a. The Chamber of Commerce Annual Meeting (Certificates presented for Citizen of the Year, Business of the Year, Organization of the Year)
 - b. The Chamber Ag Dinner (Certificates presented for Agriculturalist of the Year, Agricultural Supporter of the Year)
 - c. Quarterly City/County Coordinating meetings
 - d. Possible service club meetings
 - e. Usually attends 5 South San Joaquin Valley Division League of California Cities meetings
 - f. Miscellaneous meetings where the Mayor's presence is requested.

The Mayor Pro Tem assumes the duties of the Mayor when the Mayor is not available.

Reorganization Procedure:

The City Clerk chairs the reorganization process. The Chair shall call for nominations. Any Council Member may nominate another Council Member or himself/herself. When there are no further nominations, the chair will close the nominations and call for a motion to approve a nominee. A Council Member may make a motion to approve any of the nominees. If the motion fails, a Council Member may make a motion to approve a different nominee. Upon a second and a majority vote of the Council, a nominee shall become the Mayor. The same process is followed for the position of Mayor Pro Tem. If there is more than one nomination, a vote will be taken in last name alphabetical order.

Financial Consideration(s):

The City Council Members receive a monthly stipend of \$300. The Mayor receives a \$400 monthly stipend.

Alternatives or Pros/Cons:

None noted.

Commission/Board Recommendation:

Not applicable.

Staff Recommendation:

Staff recommends the City Council initiate the process for the election of the Mayor and Mayor Pro Tem.

Attachments:

- ☐ Resolution:
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☐ Other
List:

Review:

- ☒ Asst. City Manager
- ☒ City Attorney
- ☒ City Clerk
- ☒ City Manager

Date:

- 8/14/19
- 8/15/19
- 8/16/19
- 8/15/19



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Staff Report

Item No: 5-4

To: Lemoore City Council
From: Marisa Avalos, City Clerk / Executive Assistant
Date: August 12, 2019 Meeting Date: August 20, 2019
Subject: Appointment of Voting Delegate to League of California Cities Annual Conference

Strategic Initiative:

- | | |
|--|--|
| <input type="checkbox"/> Safe & Vibrant Community | <input type="checkbox"/> Growing & Dynamic Economy |
| <input type="checkbox"/> Fiscally Sound Government | <input type="checkbox"/> Operational Excellence |
| <input type="checkbox"/> Community & Neighborhood Livability | <input checked="" type="checkbox"/> Not Applicable |

Proposed Motion:

Appoint a Council Member as the Voting Delegate and another Council Member as an alternate for the League of California Cities Annual Conference.

Subject/Discussion:

The League of California Cities 2019 Annual Conference is scheduled for Wednesday, October 16, 2019 through Friday, October 18, 2019 in Long Beach. As part of the conference, there is an annual business meeting where the membership takes action on legislative and policy issues. The League requires that each City designate their voting delegate, and alternate, for the Annual Business Meeting prior to the conference.

The Business Meeting is on Friday, October 18, 2019 from noon to 2:00 p.m. There is no requirement that a city send a voting delegate to the conference. If the City should choose to designate a voting delegate, the minimum of a one-day registration fee for Friday would be required.

Financial Consideration(s):

Conference registration and travel expenses are estimated to be \$1,500. There is \$3,000 budgeted in City Council Training (4211-4360) for two Council Members to attend.

Alternatives or Pros/Cons:

The City Council could choose not to send a voting delegate to the Annual Conference, which would require no appointment.

Commission/Board Recommendation:

Not Applicable.

Staff Recommendation:

Staff recommends City Council appoint a Council Member as the Voting Delegate, and another Council Member as an alternate, for the League of California Cities Annual Conference.

Attachments:

- ☐ Resolution:
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☒ Other
 - List: Voting Delegate Form

Review:

- ☒ Asst. City Manager
- ☒ City Attorney
- ☒ City Clerk
- ☒ City Manager

Date:

8/14/19
8/15/19
8/16/19
8/15/19



CITY: LEMOORE

**2019 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Friday, October 4, 2019. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____

Email: _____

Mayor or City Clerk _____
(circle one) (signature)

Date: _____ Phone: _____

Please complete and return by Friday, October 4, 2019

League of California Cities
ATTN: Darla Yacub
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: dyacub@cacities.org
(916) 658-8254



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Staff Report

Item No: 5-5

To: Lemoore City Council

From: Nathan Olson, City Manager

Date: August 12, 2019

Meeting Date: August 20, 2019

Subject: Cannabis Retailer Selection

Strategic Initiative:

- | | |
|--|---|
| <input type="checkbox"/> Safe & Vibrant Community | <input checked="" type="checkbox"/> Growing & Dynamic Economy |
| <input type="checkbox"/> Fiscally Sound Government | <input type="checkbox"/> Operational Excellence |
| <input type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> Not Applicable |

Proposed Motion:

Direct City Manager to continue negotiations with particular companies and authorize City Manager to issue letter indicating company is moving through the process with the City for further discretionary approval by the City of Lemoore City Council.

Subject/Discussion:

Ordinance 2019-03 became effective on August 2, 2019. Staff has been working simultaneously on Development Agreements as required by the ordinance and are now looking for direction regarding processing the dispensary application as the amount of license are limited.

According to Ordinance 2019-03, no person or entity shall operate a Commercial Cannabis Operation within the City of Lemoore without first obtaining a Regulatory Permit and entering into a Project Development Agreement. So the dispensary can begin preparing, the City Manager is looking for authorization to issue a letter so companies can ensure investors that they will continue to work toward a license with the City. The Regulatory Permit and the Development Agreement along with any CEAQ documents will be brought back to Council for final discretionary approval. Any undertakings to prepare for opening a retail store, done under the Letter, will be at risk on the developer.

Financial Consideration(s):

Additional funds to the general fund

- 5% of gross receipts from dispensary per DA
- 1% sales tax
- Other public benefits as agreed upon in DA's

Commission/Board Recommendation:

Not Applicable.

Staff Recommendation:

Provide direction to Staff considering the limited number of licenses for dispensaries available.

Attachments:

- ☐ Resolution:
- ☒ Ordinance: 2019-03
- ☐ Map
- ☐ Contract
- ☐ Other
- List:

Review:

- ☒ Asst. City Manager
- ☒ City Attorney
- ☒ City Clerk
- ☒ City Manager

Date:

8/14/19
8/15/19
8/16/19
8/12/19

ORDINANCE NO. 2019-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEMOORE AMENDING THE LEMOORE MUNICIPAL CODE RELATING TO CANNABIS AS FOLLOWS: TITLE 4, CHAPTER 8 – CANNABIS , TO ALLOW FOR AND TO REGULATE COMMERCIAL CANNABIS OPERATIONS; TITLE 9, CHAPTER 4, SECTION 9-4A-5 TO CONFORM CERTAIN LAND USE DEFINITIONS TO STATE LAW; TITLE 9, CHAPTER 4, SECTION 9-4B-2 TO CLARIFY MEDICINAL AND ADD COMMERCIAL CANNABIS ACTIVITIES IN DESIGNATED ZONES; AND TITLE 9, CHAPTER 4, SECTION 9-4D-3 TO CLARIFY THAT CANNABIS ACTIVITIES ARE PROHIBITED IN COMMUNITY GARDENS

WHEREAS, in October 2016, the City updated its marijuana/cannabis ordinance (Lemoore Municipal Code, Title 4, Chapter 8) to address recent State law changes associated with medical Cannabis, specifically the State Compassionate Use Act, the Medical Cannabis Program Act, and the Medical Cannabis Regulation and Safety Act; and

WHEREAS, in November 2016, California citizens approved Proposition 64 allowing for adult recreational use of cannabis in addition to compassionate medical use; and

WHEREAS, on January 1, 2018, the State of California began licensing commercial cannabis businesses for both medicinal and adult Cannabis use throughout the State, including cultivation, distribution, manufacturing, testing and dispensaries, among others; and

WHEREAS, in May 2018, the City Council, amended its cannabis ordinance to address the adult recreational use of cannabis, but chose to continue to prohibit commercial cannabis operations under its regulatory authority for the reasons set forth in the record; and

WHEREAS, this newly licensed commercial cannabis industry is evolving quickly and the State Office of Administrative Law, in January 2019, approved new Bureau of Cannabis Control regulations that affect the regulation of commercial cannabis operations throughout the State; and

WHEREAS, the City Council now desires to allow commercial cannabis operations in the City for the primary purpose of raising general fund revenue; and

WHEREAS, the Council believes that the following zones are appropriate for commercial cannabis activities: dispensaries in the DMX-1 (Downtown Mixed Use), DMX-2 (Downtown Mixed Use), NC (Neighborhood Commercial), MU (Mixed Use), and ML (Light Industrial) zones; cultivation, manufacturing, and testing in light industrial zones. Dispensaries would be capped at one dispensary for every 12,000 residents; and

WHEREAS, the Planning Commission of the City of Lemoore held a public hearing on May 28, 2019, and recommended approval of this Ordinance; and

WHEREAS, this Ordinance is exempt from the California Environmental Quality Act pursuant to Business and Professions Code, section 26055, subdivision(h).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LEMOORE DOES ORDAIN AS FOLLOWS:

Section 1. Title 4, Chapter 8 currently titled “Marijuana” – in the Lemoore Municipal Code is hereby amended in its entirety as follows:

**Chapter 8
CANNABIS**

4-8-1: PURPOSE AND INTENT.

It is the purpose and intent of this chapter to promote the health, safety, morals, and general welfare of the residents and businesses within the city by regulating the cultivation, processing, extraction, manufacturing, testing, distribution, transportation, sale, and consumption of Cannabis, whether for medical purposes or recreational use. This Ordinance does not authorize conduct or acts that violate Federal law and does not protect any person from arrest or prosecution under Federal law. Persons engaged in Cannabis activities assume any and all risk and any and all liability that may arise or result under State and Federal laws.

4-8-2: DEFINITIONS.

For purposes of this chapter, unless otherwise specified, the following definitions shall apply:

“Act” means the Medicinal and Adult Use Cannabis Regulation and Safety Act (“MAUCRSA”), California Business and Professions Code § 26000 et. seq., including implementing regulations, as the Act and implementing regulations may be amended from time to time. Definitions in this section incorporating provisions of the Act shall also include amendments to the Act and implementing regulations.

“Applicant” means a person who is required to file an application for a Regulatory Permit or Employee Permit under this chapter.

“Business Owner” or “Owner” means the owner(s) of a Commercial Cannabis Operation and includes the following:

- a. A person with an aggregate ownership interest of ten percent (10%) or more in the person applying for a license or a licensee, unless the interest is solely a security, lien, or encumbrance.
- b. The chief executive officer, president, and vice president of a nonprofit or other corporate entity.
- c. A member of the board of directors of a nonprofit entity.
- d. All general partners and managing partners of a partnership.

“Cannabis” shall be as defined in the Act. “Cannabis” and “Marijuana” may be used interchangeably, but shall have the same meaning.

“Cannabis Dispensary or Dispensary” shall mean any facility or location, whether fixed or mobile, and any building or structure, where cannabis is made available to, distributed by, or distributed to more than two (2) persons.

“Cannabis Products” means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, cannabidiol (CBD), or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

“Collective or Cooperative Cultivation” means the association within California of qualified patients, persons with valid identification cards, and designated primary caregivers to cultivate Cannabis for medical purposes as may be allowed under State law.

“Commercial Cannabis Operation” means any commercial cannabis activity, and all facilities and equipment that support that activity, as set forth in the Act.

“Commercial Cannabis Regulatory Permit” or “Regulatory Permit” means the permit required under this chapter to operate a Commercial Cannabis Operation within the City of Lemoore.

“Cultivate or Cultivation” shall be as defined in the Act and shall also include nurseries and the storage of one or more cannabis plants or any part thereof in any location.

“Delivery” means the commercial transfer of medical or recreational use cannabis and cannabis products from a dispensary to a customer as well as the use of any technology platform that enables persons, whether qualified patients, caregivers, or recreational users, to arrange for or facilitate the transfer.

“Distribution” shall be as defined in the Act and includes the procurement, sale, and transport of cannabis and cannabis products between licensees.

“Employee Permit” means the permit required under this chapter for every employee or independent contractor working at a Commercial Cannabis Operation or involved in transportation/Delivery-related services for a Commercial Cannabis Operation.

“Licensed smoking lounge” means those facilities licensed pursuant to Section 26050 of the Business and Professions Code, or a licensed retailer with a specified consumption café/lounge designation, pursuant to Section 26070 of the Business and Professions Code.

“Manufacture” shall be as defined in the Act and includes means to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product.

“Medical Cannabis or Medical Cannabis Use” means the use of cannabis for the purposes set forth in the Compassionate Use Act and the Medical Marijuana Program Act, California Health and Safety Code sections 11362.5 and 11362.7 et seq.

“Nursery” shall be as defined in the Act.

“Operator” means the Business Owner and any other person designated by the Business Owner as responsible for the day-to-day Commercial Cannabis Operation.

“Ordinance” means the ordinance enacting this chapter, which may be commonly referred to as the City’s “Cannabis Ordinance.”

“Police Chief” means the Police Chief of the City of Lemoore or his or her designee.

“Premises or Site” means the actual building(s), and/or designated units/suites, as well as any accessory structures, parking areas, or other immediate surroundings, and includes the entire parcel of property used by the Business Owner in connection with the Commercial Cannabis Operation.

“Premises or Property Owner” means the fee owner(s) of the Premises where Commercial Cannabis Operations are occurring.

“Primary Caregiver” shall have the same definition as set forth in California Health and Safety Code sections 11362.5 and 11362.7, *et seq.*

“Project Development Agreement” shall be as set forth in Section 4-8-4.

“Qualified Patient” shall have the same definition as set forth in California Health and Safety Code sections 11362.5 and 11362.7, *et seq.*

“Recreational Cannabis”, “Recreational Cannabis Use”, or “Adult Use Cannabis” means cannabis not included within the definition of Medical Cannabis Use.

“Responsible Party” means the Business Owner, Operator, manager(s), and any employee having significant control over the Commercial Cannabis Operations.

“Smoking Lounge” means a licensed premise where cannabis may be purchased (for on-site consumption only) and consumed by persons 21 years of age and over. A cannabis consumption area must be limited to one of the following uses: 1. Consumption of cannabis by smoking, vaping, and ingesting edible products; 2. Consumption of cannabis edible products by ingestion only.

“Special Cannabis Event” means those temporary events held on premises within the City at which Cannabis and/or Cannabis products are sold and/or consumed under a temporary use permit pursuant to Section 9-2B-4 of this Code.

“Special Cannabis Event Organizer” means any person who organizes a Special Cannabis Event within the City.

4-8-3: REGULATIONS APPLICABLE TO THE CULTIVATION AND CONSUMPTION OF PERSONAL USE CANNABIS.

To the extent that the city is required to allow the cultivation and consumption of personal use cannabis, whether for medical or recreational use, under state law, the rules set forth herein shall apply, subject to the limits set forth in any applicable state law.

A. Cultivation. An individual that has a right to cultivate marijuana for personal use shall be allowed to cultivate cannabis within his/her private residence, in an attached garage, or in an accessory building if the property is detached single-family residential. No outdoor cultivation is allowed within the city. Cannabis cultivation for personal use shall be subject to the following requirements:

1. Area: The Cannabis cultivation area shall not exceed thirty two (32) square feet measured by the canopy and not exceed ten feet (10') in height per residence. This

limit applies regardless of the number of individuals residing in the residence. The cultivation area shall be a single designated area.

2. **Lighting:** Cannabis cultivation lighting shall not exceed a total of twelve hundred (1200) watts.
3. **Building Code Requirements:** Any alterations or additions to the residence, including garages and accessory buildings, shall be subject to applicable building and fire codes, including plumbing and electrical, and all applicable zoning codes, including lot coverage, setback, height requirements, and parking requirements.
4. **Gas Products:** The use of gas products (CO₂, butane, etc.) for marijuana cultivation or processing is prohibited.
5. **Evidence of Cultivation:** From a public right of way, there shall be no exterior evidence of Cannabis cultivation occurring on the site.
6. **Residence:** The qualified individual shall reside in the residence where the Cannabis cultivation occurs.
7. **Cultivation Elsewhere In City:** The qualified individual shall not participate in Cannabis cultivation in any other location within the City of Lemoore.
8. **Incidental Use:** The residence shall maintain kitchen, bathrooms, and primary bedrooms for their intended use and not be used primarily for Cannabis cultivation.
9. **Ventilation:** The Cannabis cultivation area shall include a ventilation and filtration system designed to ensure that odors from the cultivation are not detectable beyond the residence, or property line for detached single-family residential, and designed to prevent mold and moisture and otherwise protect the health and safety of persons residing in the residence and cultivating the marijuana. This shall include at a minimum, a system meeting the requirements of the current, adopted edition of the California building code section 1203.4 natural ventilation or section 402.3 mechanical ventilation (or their equivalent(s)).
10. **Storage of Chemicals:** Any chemicals used for Cannabis cultivation shall be stored outside of the habitable areas of the residence and outside of public view from neighboring properties and public rights of way.
11. **Nuisance:** The Cannabis cultivation area shall: not (1) adversely affect the health or safety of the nearby residents by creating dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, vibration, or other impacts; and (2) not be hazardous due to the use or storage of materials, processes, products or wastes, or from other actions related to the cultivation.
12. **Property Owner Authorization:** For rental property, the lessee shall obtain written authorization from the property owner or property management company to cultivate Cannabis.
13. **Notification:** The owner and any lessee of the residence upon which cultivation will occur shall inform the police department of the intent to cultivate Cannabis and shall acquire from the police department pick-up a handout setting forth the owner and lessee responsibilities under this section. This notification shall be

provided prior to the commencement of the cultivation, except that for existing cultivation, the information shall be provided within ten (10) days of the effective date of this chapter. The police department may direct the owner and lessee to the department of planning and development services for more information about building code and permit requirements that may be applicable if alterations or additions to the residence are contemplated. The police department and department of planning and development services shall keep patient information confidential to the extent required by law.

14. **Additional Requirements for Garages and Accessory Buildings:** The following additional requirements shall apply for personal use cultivation that occurs in a garage or accessory building. The garage or accessory building shall be secure, locked, and fully enclosed, with a ceiling, roof or top, and entirely opaque. The garage or building shall include a burglar alarm monitored by an alarm company or private security company. The garage or building, including all walls, doors, and the roof, shall be constructed with a firewall assembly of green board meeting the minimum building code requirements for residential structures and include material strong enough to prevent entry except through an open door.
15. **Collective or Cooperative Cultivation:** The collective or cooperative cultivation of Cannabis shall be prohibited in the City except to the extent the cultivation is considered a Commercial Cannabis Operation subject to a Regulatory Permit under this chapter.
- B. **Consumption.** No person shall smoke, ingest, or otherwise consume Cannabis or Cannabis Products in the City unless such smoking, ingesting or consumption occurs entirely within a private residence or a licensed smoking lounge.

“Within a private residence” shall mean inside habitable areas and shall not include garages, whether attached or detached, and other accessory buildings unless those buildings are at all times fully enclosed during the consumption.

All consumption shall be done in a manner so as to not cause a nuisance to nearby residents and businesses with noxious odors or other adverse health and safety impacts and shall be in accordance with applicable law including, but not limited to, Section 11362.3 of the Health and Safety Code.

4-8-4: LIMITED COMMERCIAL CANNABIS OPERATIONS PURSUANT TO REGULATORY PERMIT AND PROJECT DEVELOPMENT AGREEMENT.

A. **Permitted Uses and Zoning.** Business Owners meeting the requirements of this section shall be allowed to conduct the following Commercial Cannabis Operations in the zones designated:

- Cultivation – Light Industrial (“ML”) and Neighborhood Commercial (“NC”) zones.
- Manufacturing - Light Industrial (“ML”) zone.
- Testing - Light Industrial (“ML”) zone.
- Distribution - Light Industrial (“ML”) zone.

- Dispensaries – Downtown Mixed Use, core (“DMX-1”), Downtown Mixed Use, auto oriented (“DMX-2”), Mixed Use (“MU”), Neighborhood Commercial (“NC”), Regional Commercial (“RC”), and Light Industrial (“ML”) zones.
- Deliveries – As allowed by this Chapter or State laws.

B. Regulatory Permit and Project Development Agreement. No person or entity shall operate a Commercial Cannabis Operation within the City of Lemoore without first obtaining a Regulatory Permit and entering into a Project Development Agreement as set forth in this chapter. The Commercial Cannabis Operation shall at all times be in compliance with this section and any other applicable sections of this chapter, as they may be amended from time to time or repealed and replaced by another section governing the Commercial Cannabis Operation, or State or Federal law.

Other than for Deliveries as defined herein, the Regulatory Permit shall be site-specific and shall specifically identify the commercial Cannabis activity that will be allowed at that site. No commercial Cannabis activity will be allowed unless specifically identified in the Regulatory Permit. A fifty percent (50%) or more changing the ownership interest of any Business Owner shall require the Business Owner to seek a new Regulatory Permit. The issuance of a Regulatory Permit shall be at the discretion of the City Council.

C. Minimum Operational Requirements and Restrictions for all Commercial Cannabis Operations. The following operational requirements and restrictions shall apply to all Commercial Cannabis Operations:

1. The Act and Other State Laws. Commercial Cannabis Operations shall at all times be in compliance with state law and the implementing regulations, as they may be amended from time to time, as well as all required state license(s). The Operator shall obtain all required state licenses prior to opening for business.
2. Register of Employees. The Operator shall maintain a current register of the names of persons required to have Employee Permits. The register shall be made available to the Police Chief at all times immediately upon request.
3. Signage. There shall be no signage or markings on the Premises or off-site that in any way evidences that Commercial Cannabis Operations are occurring on the property. Interior building signage is permissible provided the signage is not visible outside of the building.
4. Cannabis Consumption. No Cannabis or Cannabis product shall be smoked, ingested or otherwise consumed on the Premises. Prominent signage of this prohibition shall be displayed throughout the facility.
5. Alcoholic Beverages. No Commercial Cannabis Operation shall hold or maintain a retail license from the state Department of Alcohol Beverage Control to sell alcoholic beverages, or to operate a business that sells alcoholic beverages. In addition, alcohol for personal consumption shall not be provided, stored, kept, located, sold, dispensed, or used on the Premises.
6. Transportation. Transportation shall only be conducted as permitted by state law.

7. Deliveries. There shall be no deliveries of cannabis or cannabis-containing products from the Premises, except to another state or locally licensed or permitted cannabis business. Deliveries are expressly allowed as set forth in Section 4-8-4(F).
8. Non-Commercial Cannabis Activity. No non-commercial or recreational cannabis activity shall occur on the Premises except as allowed by Section 4-8-8.
9. Retail Sales. The retail sale of cannabis is only allowed as set forth in section 4-8-4(B) and other related provisions of this Chapter.
10. Public Access. There shall be no public access to the Premises except as allowed for dispensaries approved under this Chapter.
11. Minors. It shall be unlawful for any Operator to employ or allow any person who is not at least twenty-one (21) years of age on the Premises of a Commercial Cannabis Operation.
12. Distance Separation from Schools, Daycare Centers and Youth Centers. A Commercial Cannabis Operation shall not be located within 600 feet from any existing school, daycare center or youth center as defined by state law. Measurements shall be from property boundary to property boundary. For purposes of this section, "school" means any public or private school providing instruction in kindergarten or grades 1-12, inclusive, but does not include any private school in which education is primarily conducted in private homes.
13. Hours of Operation. Commercial Cannabis Operations shall be allowed to operate per the requirements of the underlying zone district and subject to the City's noise and nuisance ordinances.
14. Building and Related Codes. The Commercial Cannabis Operation shall be subject to the following requirements:
 - (a) The Premises in which the Commercial Cannabis Operations occur shall comply with all applicable local, state, and federal laws, rules, and regulations including, but not limited to, building codes and the Americans with Disabilities Act. The Operator shall obtain all required building permits and comply with all applicable City standards.
 - (b) The Responsible Party shall ensure that the Premises have sufficient electrical load for the Commercial Cannabis Operations.
 - (c) To the extent permitted by state law, butane and other flammable materials are permitted to be used for extraction and processing provided the Operator complies with all applicable fire and building codes, and any other laws and regulations relating to the use of those products, to ensure the safety of that operation. The Lemoore Fire Department, or other qualified agency retained by the City, shall inspect and approve the Premises for use of the products prior to City's issuance of a certificate of occupancy, or otherwise prior to opening for business, to ensure compliance with this requirement. Such inspection shall be at the Business Owner's expense.

- (d) The Operator shall comply with all laws and regulations pertaining to use of commercial kitchen facilities for the Commercial Cannabis Operations.
 - (c) The Operator shall comply with all environmental laws and regulations pertaining to the Commercial Cannabis Operations, including the storage, use and disposal of water and pesticides, and shall otherwise use best practices to avoid environmental harm.
15. Odor Control. The Business Owner shall provide an odor-absorbing ventilation and exhaust system, so that odor generated inside the facility that is distinctive to its Commercial Cannabis Operations is not detected outside the Premises, outside the building housing the Commercial Cannabis Operations, or anywhere on adjacent property or public rights-of-way. Accordingly, the Business Owner must install and maintain the following equipment or any other equipment which the City's building official determines has the same or better effectiveness:
- (a) An exhaust air filtration system with odor control that prevents internal odors and pollen from being emitted externally; or
 - (b) An air system that creates negative air pressure between the cannabis facility's interior and exterior so that the odors generated inside the cannabis facility are not detectable outside the cannabis facility.
16. Consumable Products. Commercial Cannabis Operations that manufacture products in the form of food or other comestibles shall obtain and maintain all appropriate approvals from the state and county Departments of Public Health for the provision of food or other comestibles, unless otherwise governed by state law and licensed by the state.
17. Secure Building. All Commercial Cannabis Operations shall occur entirely inside of a building or temporary greenhouse that shall be secure, locked, and fully enclosed, with a ceiling, roof or top, and entirely opaque except that a temporary greenhouse may be constructed of all non-opaque materials as set forth in the Regulatory Permit and Project Development Agreement. Notwithstanding the foregoing, the roof may be of solid non-opaque material, provided other security measures exist to ensure that the Commercial Cannabis Operation cannot be seen, heard or smelled beyond the property line. The building shall include a burglar alarm monitored by an alarm company or private security company. The building or temporary greenhouse, including all walls, doors, and the roof, shall be of solid construction meeting the minimum building code requirements for industrial structures (including, without limitation, commercial greenhouse structures). The precise building construction parameters and materials to be used shall be identified and provided with the application to the City prior to construction.
18. Premises Security. The following security conditions shall apply:
- (a) Alarm System (including perimeter, fire and panic).
 - (b) Remote monitoring of alarm systems.
 - (c) Perimeter lighting systems (motion sensor) for after-hours security.
 - (d) Perimeter security and lighting as approved by the Police Chief.

- (e) Use of drive gates with card key access or similar to access the facility.
- (f) Entrance areas to be locked at all times, and under the control of a designated Responsible Party.
- (g) Use of access-control systems to limit access to inventory, grow and processing areas.
- (h) Exterior and interior camera systems approved by the Police Chief. The camera systems shall meet the minimum requirements of state law, include interior monitoring of all access points to the site from the interior, and be of a minimum five (5) mega-pixel resolution.
- (i) All security systems at the site are attached to an uninterruptable power supply providing 24-hour power.
- (j) 24-hour security patrols by a recognized security company licensed by the California Department of Consumer Affairs or otherwise acceptable to the Police Chief. All current contact information regarding the security company shall be provided to the Police Chief.
- (k) Lemoore Police Department or Department designee shall have access to all security systems.
- (l) Internet Protocol ("IP") access for remote monitoring of security cameras by the Lemoore Police Department or a Department designee upon request.
- (m) Any and all video or audio tape recordings made for security purposes shall be marked with the date and time made and shall be kept, in an unaltered state, for a period of at least thirty (30) days and must be made available to the Lemoore Police Department or Department designee for duplication upon demand. In addition, upon request by the Lemoore Police Department, the Responsible Party shall duplicate the records for the Lemoore Police Department or the Department designee.
- (n) Hardened bullet-resistant windows for exterior windows as part of any new or existing construction.
- (o) Accounting software systems need to be in place to provide audit trails of both product and cash, where applicable.
- (p) Electronic track-and-trace systems for cannabis products as required by state law and regulations.
- (q) The City may inspect the Premises and audit the records of the Commercial Cannabis Operations for compliance on a quarterly basis, or in the event of a suspected violation with 24 hours notice or as allowed by a court order or search warrant.
- (r) Security protocols and equipment need to be in place to protect computer information.

- (s) The foregoing Premises security requirements shall be approved by the Police Chief prior to commencing operations. The Police Chief may supplement these security requirements once operations begin, subject to review by the City Council if requested by the Business Owner.

19. Shipments of Supplies and Transportation of Product. The following rules apply to Deliveries, shipments and transportation:

- (a) Shipments of supplies to the Premises shall only occur as provided for in diagram and floor plans on file with the city as part of the application process. Vehicles delivering to the Premises shall not have any markings indicating that deliveries are being made to a Commercial Cannabis Operation.
- (b) The transportation of cannabis samples and/or products to and from the Premises shall be in unmarked vehicles with no indication that the vehicles are transporting cannabis samples and/or products. The Responsible Party shall stagger transportation times, vary routes from the facility, and take other security measures as requested by the Police Chief.

20. Premises Maintenance. The Business Owner, Operator, and all Responsible Parties shall continually maintain the Premises and its infrastructure so that it is visually attractive and not dangerous to the health, safety, and general welfare of employees, patrons, surrounding properties, and the general public. The Premises or Commercial Cannabis Operation shall not be maintained in a manner that causes a public or private nuisance.

21. Location of Uses. Except for Deliveries as defined in section 4-8-2, the Commercial Cannabis Operation permitted by this section shall only be allowed in the locations designated on the diagram and floor plans of the Premises submitted with the application for a Regulatory Permit. Other than for Deliveries as defined in this Chapter, Commercial Cannabis Operations shall not operate at any location other than as stated in the Regulatory Permit. The City may allow "Special Cannabis Events" as defined in this Chapter without a Regulatory Permit but will instead require a Temporary Use Permit pursuant to the Lemoore Municipal Code section 9-2B-4.

D. Dispensaries. No more than one (1) Cannabis Dispensary may be permitted for every 12,000 residents of the City.

E. Deliveries. Once a Dispensary opens in the City, the Delivery of Cannabis is allowed within the City of Lemoore only from dispensaries operating in the City that have obtained the required Regulatory Permit and entered into the required Project Development Agreement. Notwithstanding the foregoing, any state licensed or permitted commercial cannabis operator that Delivers within the City of Lemoore boundaries from a business outside of the City shall be obligated to collect and remit to the City of Lemoore any and all taxes and fees that apply to City of Lemoore dispensaries, of whatever kind, that are legally effective at the time of the Delivery. The taxes and fees shall be remitted within thirty (30) days of the transaction. A failure to timely remit the fees and taxes shall be a separate violation from the unlawful delivery of Cannabis into the City.

F. Project Development Agreement.

1. Purpose. The purposes of a Project Development Agreement are as follows: (a) to allow the City Council to select the desired Business Owner and Operator to ensure that the Business Owner and Operator will conform the community norms; (b) to determine the precise type of Commercial Cannabis Operation and whether the operation will be limited to medicinal cannabis; (c) to allow the precise project details, including building design and elevations, to be negotiated with the City to ensure compatibility with the surrounding area; and (d) to guarantee that the City will receive the Revenue Raising Fee set forth in this Chapter.

2. Form. The Project Development Agreement shall be in a form approved by the City Attorney. Depending on the relationship between the Premises Owner and Business owner, the City Council may require that the Commercial Cannabis Operator be selected through an RFP process or by negotiation. City staff shall develop guidelines for the selection of an Operator and a checklist for the terms to be included in the Project Development Agreement. Those documents shall be made available to the public.

3. Approval. The Project Development Agreement shall be negotiated at the staff level and processed concurrently with the Regulatory Permit, as further set forth in this chapter.

4-8-5. Applications for Regulatory Permits and Responsible Party Designation.

A. Application. Applications for Regulatory Permits shall be filed by the proposed Business Owner(s) with the Police Chief and include the information set forth herein. The Police Chief may request such information he or she deems necessary to determine who the applicant is. The applicant shall certify under penalty of perjury that all of the information contained in the application is true and correct. The application shall contain the following items for the Business Owner, Operator and all Responsible Parties known at the time (if different than the Business Owner), and any other party designated below, to the extent the same shall apply:

1. The full name, present address, and telephone number, including such information to the Premises Owner.
2. Date of birth.
3. Tax identification number.
4. The address to which notices relating to the application is to be mailed.
5. Previous addresses for the five (5) years immediately preceding the present.
6. The height, weight, color of eyes and hair.
7. Photographs for identification purposes (photographs shall be taken by the Police Department).
8. All business, occupation, or employment for the five (5) years immediately preceding the date of submittal of the application form.
9. The Cannabis operation business history, including whether the Business Owner and Responsible Parties while previously operating in this or another city, county or

state has had a marijuana related license revoked or suspended, the reason therefore, and the business or activity or occupation subsequent to such action of suspension or revocation.

10. Complete property ownership and lease details, where applicable. If the Business Owner is not the Premises Owner, the application form must be accompanied with a notarized acknowledgment from the Premises Owner that Cannabis operations will occur on its property.

11. A descriptive business plan for the Cannabis operation, including a detailed list of all Cannabis operations proposed to occur on the Premises.

12. A diagram and floor plan of the entire Premises, denoting all the use of areas proposed for Cannabis operations, including, but not necessarily limited to, cultivation, processing, manufacturing, testing, transportation, deliveries, and storage. The diagram and floor plan need not be professionally prepared, but must be drawn to a designated scale or drawn with marked dimensions of the interior of the Premises to an accuracy of plus or minus six (6) inches.

13. The name or names of the Operator. The Operator shall designate one or more Responsible Parties, one of which shall at all times be available as a point of contact for the City, 24 hours per day. The contact information and schedule of the Operator and Responsible Parties shall be provided to the Police Chief and updated within twenty-four (24) hours of any changes.

14. The proposed security arrangements for insuring the safety of persons and to protect the Premises from theft.

15. An accurate straight-line drawing prepared within thirty (30) days prior to the application depicting the building and the portion thereof to be occupied by the Marijuana Operation and the property line of any school as set forth in the Operational Requirements.

16. Authorization for the City, its agents and employees to seek verification of the information submitted.

B. Improper or Incomplete Application. If the applicant has completed the application improperly, or if the application is incomplete, the Police Chief shall, within thirty (30) days of receipt of the original application, notify the applicant of such fact.

C. Changes in Information. Except as may otherwise be provided, the information provided in this subsection shall be updated to the Police Chief upon any change within ten (10) days.

E. Other Permits or Licenses. The fact that an applicant possesses other types of State or City permits or licenses does not exempt the applicant from the requirement of obtaining a Regulatory Permit.

4-8-6. Employee Permits.

A. Permit Required. Every employee or independent contractor working at a Commercial Marijuana Operation or involved in transportation/delivery related services for a Marijuana Operation shall obtain an Employee Permit. It shall be the duty of the Operator to ensure that Employee Permits are obtained from the Police Department prior to the employee or independent contractor commencing work. Persons who are listed as a Business Owner on

a Regulatory Permit shall not be required to obtain an Employee Permit if such person also serves as an employee or contractor. All Responsible Parties, except the Business Owner, shall be required to obtain an Employee Permit.

B. Application. Each employee and independent contractor shall be required to provide the following information under penalty of perjury, so that the Police Department can perform a background check:

1. Name, current resident address, and telephone number.
2. Date of birth.
3. Tax identification number.
4. Height, weight, color of eyes, and hair.
5. Photographs for identification purposes (photographs shall be taken by the Police Department).
6. Be fingerprinted by the Police Department.
7. Such other identification and information as deemed necessary by the Police Chief and pertinent to the Employee Permit.
8. Authorization for the City, its agents and employees to seek verification of the information contained within the application.
9. The name of the Business Owner holding the Regulatory Permit and the Operator for which such person is proposed to work.

4-8-7. Investigation and Action on Permit Applications.

A. Application Fees. Every application for a Regulatory Permit, Employee Permit, or renewal shall be accompanied by a nonrefundable fee, as established by resolution of City Council. This fee shall be in addition to any other business license fee or permit fee imposed by this Code or other governmental agencies. The fee shall include an amount to cover the costs of fingerprinting, photographing, background checks as well as general review and processing of the application.

B. Investigation.

1. Upon the filing of a properly completed application and the payment of the fee, the Police Chief shall conduct an investigation of the application, including a background check of the Applicant and all employees and independent contractors. All Applicants for a Regulatory Permit and Employee Permit shall be required to submit to a fingerprint-based criminal history records check conducted by the Lemoore Police Department.

2. For Regulatory Permits, after the background checks and investigation are complete, and in no case later than ninety (90) days after receipt of a properly completed application, the Police Chief shall issue a recommendation that the City Council approve or deny a Regulatory Permit in accordance with the provisions of this section. The recommendation for approval shall include conditions the Police Chief deems reasonable

under the circumstances to protect the public health, safety, and welfare of the community. The recommendation shall be forwarded to the City Council for action following any required noticing and public hearings, and may be processed concurrently with any other entitlements necessary for the Cannabis operation.

3. For Employee Permits, after the background checks and investigation are complete, and in no case later than thirty (30) days after receipt of a properly completed application, the Police Chief shall either approve or deny an Employee Permit. At the discretion of the Police Chief, Employee Permits may be conditionally approved pending the background investigation.

C. Term of Permits and Renewals.

1. Regulatory permits. Provided the Business Owner is current on all fees and taxes set forth in this chapter and in the Project Development Agreement, Regulatory Permits issued under this Chapter shall remain in effect until revoked, one (1) year following the date of issuance, or as outlined in the Project Development Agreement, whichever occurs first. Applications for renewal shall be made at least forty-five (45) days prior to the expiration date of the permit and shall be accompanied by the nonrefundable fee referenced in this section. When made less than forty-five (45) days before the expiration date, the expiration of the permit will not be stayed. Applications for renewal shall be acted on similar to applications for permits except that the Police Chief shall renew annual permits for additional one year periods if the circumstances and information provided with the initial application have not materially changed.

2. Employee permits. Employee Permits issued under this Chapter shall expire one (1) year following the date of issuance. Applications for renewal shall be made at least forty-five (45) days prior to the expiration date of the permit and shall be accompanied by the nonrefundable fee referenced in this section. When made less than forty-five (45) days before the expiration date, the expiration of the permit will not be stayed. Applications for renewal shall be acted on similar to applications for permits except that the Police Chief shall renew annual permits for additional one year periods if the circumstances and information provided with the initial application have not materially changed.

C. Grounds for Denial of Regulatory Permit. Regulatory Permits are issued at the discretion of the City Council in conjunction with a Project Development Agreement with the Applicant. No Regulatory Permit will be considered by the City Council until a draft Project Development Agreement has been completed. The City Council will generally consider as grounds for denial of a Regulatory Permit the same reasons that are grounds for denial of a Conditional Use Permit. The City Council will also consider the prior Cannabis business history, both within and outside of California, and criminal background of the Applicant. No Regulatory Permit shall be issued if the Applicant cannot demonstrate that it can fully comply with this Chapter.

D. Grounds for Denial of Employee Permit. The grounds for denial of an Employee Permit shall be one or more of the following:

1. The Applicant has been issued a local or state permit related to Cannabis operations at any other location in California, or another state, and that permit was suspended or revoked, or the applicant has had disciplinary action relating to the permit.

2. The Applicant has been convicted of any crime that would disqualify the applicant from working at a Commercial Cannabis Operation under the Act.

3. The Applicant has been convicted of a serious or violent offense as listed under California Penal Code sections 667.5 and 1192.7(c); convicted of a misdemeanor involving moral turpitude as defined under State law (generally crimes relating to theft and dishonesty) within the five (5) years preceding the date of the application; or convicted of a crime involving the illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act.

4. The Applicant has engaged in misconduct related to the qualifications, functions or duties of a permittee.

5. The Applicant has committed any act, which, if done by a permittee, would be grounds for suspension or revocation of a permit.

E. Notice of Decision and Final Action.

1. Regulatory Permit. Following a noticed public hearing before the City Council, the Council may grant the Regulatory Permit subject to such conditions it deems reasonable under the circumstances to protect the public health, safety, and welfare of the community, or it may deny the issuance of the Regulatory Permit for any of the grounds specified in this section. The Council shall not issue a Regulatory Permit until the Applicant has entered into a Project Development Agreement. The Project Development Agreement shall be considered by the City Council concurrently with the Regulatory Permit. The decision of the Council shall be final, subject to judicial review below.

2. Employee Permit. The Police Chief shall cause a written notice of his or her determination on the issuance or denial of an Employee Permit to be personally delivered or mailed to the applicant by certified U.S. mail, postage prepaid. The Police Chief's decision on an Employee permit shall be final.

F. Suspension and Revocation of Regulatory Permit or Employee Permit.

1. Regulatory Permit. The City Council may suspend or revoke the Regulatory Permit of a Commercial Cannabis Operation when any of the following occur:

(a) The Cannabis operation is conducted in violation of any provision of this section, the Act, or any other applicable law.

(b) The Cannabis Operation is conducted in such a manner as to create a public or private nuisance.

(c) A failure to pay the Regulatory Fee or Revenue Raising Fee required by this Chapter.

(d) A material breach of the Project Development Agreement.

(e) A failure to take reasonable measures to control patron conduct, where applicable, resulting in disturbances, vandalism, or crowd control problems occurring inside of or outside the Premises, traffic control problems, or obstruction of the operation of another business.

(f) A failure to comply with the terms and conditions of the Regulatory Permit.

(g) Any act which would be considered grounds for denial of the Regulatory Permit in the first instance.

2. Employee Permit. The Police Chief may suspend or revoke an Employee Permit when the permittee or the employee has committed any one or more of the following acts:

(a) Any act which would be considered a ground for denial of the permit in the first instance.

(b) Violates any provision of this section, the Act, or any other applicable law relating to the Marijuana Operation.

(c) Violates or fails to comply with the terms and conditions of the Employee Permit.

H. Procedures for Revoking Regulatory Permits. For Regulatory Permits, the procedures for revoking conditional use permits shall be utilized except that the matter shall be heard by the City Council in the first instance.

I. Procedures for Revoking Employee Permits. Prior to suspension or revocation of an Employee Permit, the Police Chief shall conduct a hearing. Written notice of the time and place of such hearing shall be served upon the permittee at least five (5) calendar days prior to the date set for such hearing. The notice shall contain a brief statement of the grounds to be relied upon for revoking or suspending the permit. Notice may be given either by personal delivery or by certified U.S. mail, postage prepaid. Any permittee aggrieved by the decision of the Police Chief in suspending or revoking an Employee Permit shall have no appeal rights and the Police Chief's decision shall be final, subject to judicial review as set forth in this section.

J. Immediate Suspension. The Police Chief may immediately suspend or revoke a Regulatory Permit and an Employee Permit without notice or a hearing, subject to the appeal rights set forth herein, under the following circumstances:

1. The Business Owner or Operator is convicted of a public offense in any court for the violation of any law which relates to the Marijuana Operation, or in the case of an Employee Permit, the employee is convicted of a public offense in any court for the violation of any law which relates to the permit.

2. The Police Chief determines that immediate suspension is necessary to protect the public health, safety, and welfare of the community. The Police Chief shall articulate the grounds for the immediate suspension in writing and the suspension shall only be for as long as necessary to address the circumstances which led to the immediate suspension.

K. Effect of Denial or Revocation. When the City Council shall have denied a Regulatory Permit or revoked a Regulatory Permit, or the Police Chief shall have denied or revoked an Employee Permit, no new application for a Regulatory Permit and no new application for an Employee Permit shall be accepted and no Regulatory Permit or Employee Permit shall be issued to such person or to any corporation in which he or she shall have any beneficial interest for a period of one (1) year after the action denying or revoking the Regulatory Permit or Employee Permit.

4-8-8: SMOKING LOUNGES.

Smoking Lounge Facilities. Facilities shall be subject to the following requirements:

- a. Concurrent Commercial Uses. In the event that a Smoking Lounge Facility operates concurrent in a single premises with another commercial use, the Smoking Lounge Facility shall be a permitted use in accordance with this Chapter. In the absence of a concurrent commercial use, operation of a Smoking Lounge Facility shall require a conditional use permit.
- b. Separate Premises. Smoking Lounge Facilities shall be located on a separate parcel or within a tenant space that is segregated and apart from any other use. A Smoking Lounge Facility shall have a dedicated entrance from the street or public sidewalk, and shall have no internal connections or passage to any other tenant space or use.
- c. Sale of Cannabis and Cannabis Products. Medical or adult-use cannabis and medical or adult-use cannabis products may be sold on the premises of a Smoking Lounge, subject to the following:
 - 1) The operator must hold an Regulatory Permit for a Dispensary as provide in this Chapter.
 - 2) Operators shall not permit patrons to bring their own personal cannabis or cannabis products to the Smoking Lounge Facility.
 - 3) All cannabis or cannabis products purchased and opened at the facility must be smoked, inhaled, consumed or ingested on site, and shall not be permitted to leave the facility unless repackaged in a container that is compliant with all applicable state law and regulation.
 - 4) Operators shall only permit patrons to leave the Smoking Lounge Facility with cannabis and cannabis products that remain in originally sealed and unopened packaging, or have been transferred by the Operator for repackaging in a container that is compliant with all applicable state law and regulation.
- d. Smoking of Cannabis. The smoking of cannabis may be permitted at a Smoking Lounge Facility, as may be allowable under state law.
- e. Alcohol and Tobacco Products. The sale or consumption of alcohol or tobacco products is not allowed on the premises.
- f. Minors. Access to the Smoking Lounge Facility shall be restricted to persons twenty-one (21) years of age and older.
- g. Visibility. The smoking, inhalation, consumption or ingestion of cannabis or cannabis products shall not be visible from any public place or any area where minors may be present. The Smoking Lounge shall be located within a completely enclosed building.

h. Odor Control.

- 1) The operator of each Smoking Lounge Facility shall provide adequate air filtration so as to prevent any detectable odor at the exterior of the premises. Within twenty-four (24) hours of any complaint concerning odors emanating from or originating within the facility, the operator shall respond to the complaint in question, and shall timely file a written disclosure to the Building Official documenting any and all actions taken and planned to address the odor complaints. The Building Official, upon a determination of the continued existence of detectable odor from the facility, may require an operator to submit an implementation plan and/or a performance schedule, above and beyond this written disclosure filed within twenty-four (24) hours, to ensure the employment of measures to control the odor.
- 2) Odors from a Smoking Lounge Facility are identified as a public nuisance pursuant to the Lemoore Municipal Code. The City may pursue all administrative, civil and criminal remedies identified in that chapter in relation to any nuisance determined to exist with respect to the operation of a Smoking Lounge facility.

4-8-9: FEES AND TAXES. All Commercial Cannabis Operations in the City of Lemoore shall pay applicable fees and taxes, which include the following.

A. Business License Fee. The Business Owner shall at all times maintain a current and valid business certificate and pay all business taxes required by Title 3, Chapter 1, of the Lemoore Municipal Code pertaining to business licensing.

B. Regulatory Permit Fee. The Business Owner permitted to operate a Commercial Cannabis Operation within the City of Lemoore shall pay an annual regulatory permit fee ("Regulatory Fee") to cover the costs of services, including but not limited to, anticipated enforcement relating to the Commercial Cannabis Operation. The amount of the fee shall be set by Resolution of the City Council and be supported by the estimated additional service costs associated with the Commercial Cannabis Operation. The Regulatory Fee shall be due and payable prior to opening for business and thereafter on or before the anniversary date each year. The Regulatory Fee may be amended from time to time based upon actual costs.

C. Revenue Raising Fee. An annual revenue raising fee ("Revenue Raising Fee") shall be applied for the privilege of having the right to operate in the City and made a term of the Project Development Agreement.

1. Revenue Raising Fee Finding. The City Council specifically finds that it is approving this Ordinance allowing Commercial Cannabis Operations to operate in the City with the express understanding that the business (exclusive of Cannabis Special Events and Smoking Lounges) will pay the Revenue Raising Fee to the City as set forth herein, and that without the Revenue Raising Fee, the City Council would not have adopted this Ordinance allowing Commercial Cannabis Operations to operate in the City. By opening a Commercial Cannabis Operation in the City, the Premises Owner, Business Owner, Operator, and all Responsible Parties agree that, if the Revenue Raising Fee is challenged by any one of them or a third party and set aside, the business must cease operation.

2. Amount of Fee and Terms of Payment. The Revenue Raising Fee shall be an annual fee for all Commercial Cannabis Operations (exclusive of Cannabis Special Events and Smoking Lounges) in the City and will be set forth as a condition of the Project Development Agreement. The Revenue Raising Fee shall be payable in advance, in not less than quarterly installments, with the first quarterly payment due prior to issuance of a certificate of occupancy. The first payment shall not be prorated, and in no event shall the first payment be less than the equivalent of one full quarterly payment. All quarterly payments shall be received by the City before the end of the quarter. The Revenue Raising Fee shall be as follows:

(a) Non-Dispensary Commercial Cannabis Operations.

Manufacturing: Fifteen Dollars (\$15.00) a square foot of the Commercial Cannabis Operation, with a minimum fee of Forty Five Thousand Dollars (\$45,000.00).

Cultivation (excluding Nurseries): Six Dollars (\$6.00) a cubic foot of the cultivation.

Nurseries: Two Dollars (\$2.00) per square foot of the cultivation.

Other Non-Dispensary Commercial Cannabis Operations: Ten Dollars (\$10.00) per square foot for the first 3000 square feet of the Commercial Cannabis Operation, Eight Dollars (\$8.00) a square foot for additional square footage in the amount of 3001 to 5000 square feet, and Six Dollars (\$6.00) a square foot for any additional square footage over 5000 square feet.

(b) Dispensaries. Five percent (5%) of gross sales revenues.

(c) Multiple Cannabis Operations. If more than one Commercial Cannabis Operation operates on the Premises, whether within a single building or multiple buildings, each Regulatory Permit holder shall be responsible for paying the Revenue Raising Fee.

4. Alternative Voter-Approved Tax. If the voters of the City approve a tax on the applicable Commercial Cannabis Operations, the Business Owner shall pay that tax in lieu of the Revenue Raising Fee that the tax is designed to replace.

5. Other Taxes. In addition to any other business or license fees required under this Chapter, the Business Owner or state-licensed Cannabis permittee shall be responsible for collecting and remitting any and all taxes, whatever their nature, that are legally in effect at the time of the sale or transfer of Cannabis or Cannabis Products.

4-8-10: VIOLATION AND PENALTY.

The following remedies shall apply for violations of this Chapter:

A. Criminal Enforcement. Violations for conduct that is not otherwise considered lawful under State law, shall be considered misdemeanors and are punishable by the maximum penalty of six (6) months' imprisonment in the county jail or a fine of one thousand dollars (\$1,000.00), as well as the administrative penalties as set forth below. Each and every day, or portion thereof, that a violation exists is a separate offense.

Should a court of competent jurisdiction subsequently determine that the criminal penalty provision renders this Chapter unlawful, the City intends that the misdemeanor provision be

severable from the remaining penalty provisions and the City will only pursue non-criminal remedies for violations of this Chapter.

B. Administrative Enforcement. The City may also pursue all applicable civil and administrative remedies, including but not limited to injunctive relief and administrative citations.

C. Nuisance. Any use or condition caused or permitted to exist in violation of any of the provisions of this Chapter shall be and is hereby declared a public nuisance and may be summarily abated by the City pursuant to the City of Lemoore Municipal Code.

D. Civil Penalties. Any person who violates the provisions of this Chapter may be subject to an administrative fine of up to one thousand dollars (\$1000.00) for each violation and for each day the violation continues to persist.

E. Non Exclusive Remedies. All remedies set forth in this section are not exclusive and the exercise of any remedy does not preclude the exercise of any other remedy that may now or subsequently exist in law or in equity or by statute or otherwise.

4-8-11: JUDICIAL REVIEW.

Judicial review of a decision made under this chapter may be had by filing a petition for a writ of mandate with the superior court in accordance with the provisions of the California Code of Civil Procedure section 1094.5. Any such petition shall be filed within ninety (90) days after the day the decision becomes final as provided in California Code of Civil Procedure section 1094.6, which shall be applicable for such actions.

Section 2. The following definitions are hereby added to or deleted from Title 9, Chapter 4, Section 9-4A-5 (Description of Land Uses) of the Lemoore Municipal Code as follows (additions are shown in bold underline; deletions are stricken through):

9-4A-5: DESCRIPTION OF LAND USES:

* * *

C. "C" Definitions:

CANNABIS: Shall have the same definition as in California Health and Safety Code section 11018, and title 4, chapter 8 of the Municipal Code as they now read or as may be amended.

CANNABIS COMMERCIAL DISPENSARY: Any facility or location, whether fixed or mobile, and any building or structure, where cannabis is made available to, distributed by, or distributed to more than two (2) persons. This definition includes Smoking Lounge Facilities as defined and regulated in Chapter 8 of Title 4 of the Lemoore Municipal Code.

CANNABIS COMMERCIAL MANUFACTURING: Shall have the same definition as in the California Business and Professions Code section 26001(ag), and Title of the

Municipal Code as they now read or as may be amended, and means to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product.

CANNABIS COMMERCIAL TESTING: A laboratory, facility, or entity in the state that offers or performs tests of cannabis or cannabis products and that is both of the following: (1) Accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the state; and (2) licensed by the state.

CANNABIS COMMERCIAL CULTIVATION: A facility that cultivates cannabis or cannabis products as a commercial activity.

CULTIVATE OR CULTIVATION: Any activity involving the planting, growing, harvesting, drying, curing, processing, or storage of one (1) or more marijuana plants or any part thereof in any location, grading, or trimming of cannabis/marijuana, as set out in California Business and Professions Code section 26001(l) as amended from time to time.

D. "D" Definitions:

DELIVERY: As defined in the California Business and Professions Code section 26001(p), as such section may be amended from time to time, and includes the commercial transfer of Cannabis and Cannabis Products to a customer. "Delivery" also includes the use by a retailer of any technology platform that enables qualified patients and caregivers to arrange for or facilitate the transfer. As defined in the Medical Marijuana Regulation and Safety Act, California Business and Professions Code section 19300.5(m), Adult Use Marijuana Act (AUMA), and as such section may be amended from time to time, and includes the commercial transfer of marijuana and marijuana products from a dispensary as well as the use of any technology platform that enables qualified patients and caregivers to arrange for or facilitate the transfer.

CANNABIS COMMERCIAL DISTRIBUTION: The procurement, sale, and transport of cannabis and cannabis products between state licensees.

M. "M" Definitions

MARIJUANA COLLECTIVE OR DISPENSARY: Any operation, including a storefront facility or structure, mobile facility, or delivery service, wherein medical marijuana is made available, sold, offered for sale, given, distributed, traded, cultivated for, or otherwise provided to primary caregivers or qualified patients, as defined by this chapter.

A "marijuana collective" or "dispensary" shall not include the following uses, as long as the location of such uses is otherwise regulated by code or applicable law: 1) a clinic licensed pursuant to chapter 1 of division 2 of the California Health And Safety Code; 2) a healthcare facility licensed pursuant to chapter 2 of division 2 of the California Health And Safety Code; 3) a residential care facility for persons with chronic life threatening illnesses licensed pursuant to chapter 3.01 of division 2 of the California Health And Safety Code; 4) a residential care facility for the elderly licensed pursuant to chapter 3.2 of division 2 of the California Health And Safety Code; and 5) a residential hospice or a home health agency licensed pursuant to chapter 8 of division 2 of the California Health And Safety Code, as long as any such use complies strictly with applicable law including, but not limited to, California Health And Safety Code section 11362.7 et seq.

Section 3: Title 9, Chapter 4, Section 9-4B-2 (Allowed Uses and Required Entitlements; Base Zoning Districts) of the Lemoore Municipal Code is hereby amended as shown on the Table 9-4B-2 attached hereto as Exhibit A and incorporated herein by reference (additions are shown in bold underline; deletions are stricken through).

Section 4: Title 9, Chapter 4, Section 9-4D-3 (Community Gardens) of the Lemoore Municipal Code is hereby amended as follows:

9-4D-3: COMMUNITY GARDEN:

B. Development Standards: Community gardens shall comply with all of the following development standards:

1. Use: Community gardens are limited to the cultivation of herbs, fruits, flowers, or vegetables, including the cultivation and tillage of soil and the production, cultivation, growing, and harvesting of any agricultural, floricultural, or horticultural commodity. **Medicinal and commercial Cannabis operations are prohibited in community gardens.**

Section 5: This ordinance shall take effect thirty (30) days after its adoption.

Section 6: The City Clerk is authorized and directed to cause this ordinance to be codified after its adoption.

Section 7: The City Clerk is further authorized and directed to cause this ordinance, or a summary of this ordinance, to be published once in a newspaper of general circulation published and circulated in the City of Lemoore within fifteen (15) days after its adoption. If a summary of this ordinance is published, then the City Clerk also shall cause a summary of the proposed ordinance to be published and a certified copy of the full text of the proposed ordinance to be posted in the Office of the City Clerk at least five (5) days prior to the Council's meeting at which the ordinance is to be adopted and again after the meeting at which the ordinance is adopted. The City Attorney shall approve the summary.

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The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Lemoore held on the 18th day of June 2019 and passed and adopted at a regular meeting of the City Council held on the 2nd day of July 2019 by the following vote:

AYES: Billingsley, Lyons, Brown, Neal

NOES: None


ABSTAINING: None

ABSENT: Blair

ATTEST:

APPROVED:


Mary J. Venegas
Deputy City Clerk


Edward Neal
Mayor

City of Lemoore
Ordinance 2019-03

EXHIBIT A

Amended Table 9-4-B2

ALLOWED USES AND REQUIRED ENTITLEMENTS FOR BASE ZONING DISTRICTS

P	=	Permitted by right	N	=	Not permitted
A	=	Administrative use permit required	C	=	Conditional use permit required

Land Use/ Zoning District	Residential Zoning Districts								Special Purpose Zoning Districts				Mixed Use Zoning Districts				Office, Commercial, And Industrial Zoning Districts			
	AR	RVL	RLD	RN	RLMD	RMD	RHD	W	AG	PR	CF	DMX -1	DMX -2	DMX -3	MU	NC	RC	PO	ML	MH
Residential uses:																				
Caretaker housing	C	P	P	P	P	P	P	C	N	C	C	P	P	P	P	C	C	P	P	P
Child daycare facility - family daycare home, large ¹	N	A	A	A	A	A	A	N	N	N	N	A	A	A	A	N	N	N	N	N
Child daycare facility - family daycare home, small	N	P	P	P	P	P	P	N	N	N	N	P	P	P	P	N	N	N	N	N
Dwelling, multi- family	N	N	N	N	P	P	P	N	N	N	N	P ²	P	P	P	P ²⁷	N	C	N	N

Automobile and vehicle uses:															
	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Auto and light vehicle sales	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P
Auto and vehicle rental	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P
Auto and vehicle sales, wholesale	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P
Auto and vehicle storage	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P
Auto parts sales	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P
Auto vehicle dismantling	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P
Car washing and detailing	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P
Fueling station ²²	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C
Heavy vehicle sales	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Vehicle services - major	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P
Vehicle services - minor	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C ²³

Municipal Code.

18. Maximum tenant space shall be 30,000 square feet; however, store size may be larger upon approval of an administrative use permit.
19. See additional regulations for semi-permanent mobile food vendors in section 9-4D-13 of this chapter.
20. See additional regulations for sexually oriented businesses in section 9-4D-14 of this chapter.
21. See additional regulations for thrift stores in section 9-4D-16 of this chapter.
22. See additional regulations for fueling stations in section 9-4D-6 of this chapter.
23. Use is permitted by right when located more than 500 feet from a residential use or district.
24. See additional regulations for recreational vehicle parks in section 9-4D-11 of this chapter.
25. This "sensitive receptor" use shall not be located within:
 - a. 500 feet of a freeway, urban roads carrying 100,000 vehicles per day, or rural roads carrying 50,000 vehicles per day.
 - b. 1,000 feet of a distribution center (that accommodates more than 100 trucks a day, more than 40 trucks with operating transport refrigeration units [TRUs] a day, or where TRU operation exceeds 300 hours per week).
 - c. 300 feet of any dry cleaning operation that uses toxic chemicals. For operations with 2 or more machines, a minimum 500 feet shall be provided. For operations with 3 or more machines, a larger distance may be required based upon consultation with the Kings County Air District.
 - d. 300 feet of a "large gas station," defined as a facility with a throughput of 3.6 million gallons or more per year.
26. If developed incidental to an existing charitable operation, this use is allowed subject to approval of an administrative use permit.
27. Permitted on second floors above retail and neighborhood serving office when ancillary in size and does not interfere with primary retail use.
28. Use is permitted as allowed by State law and/or as defined authorized in title 4, chapter 8 of the Municipal Code. Further, any such cultivation will require the appropriate building permits and compliance with all applicable Building Codes, Lemoore Municipal Codes and the building requirements outlined in title 4, chapter 8 of the Municipal Code.



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6744 • Fax (559) 924-6708

Staff Report

To: Lemoore City Council
From: Marisa Avalos, City Clerk
Date: August 14, 2019 **Meeting Date:** August 20, 2019
Subject: Activity Update

Strategic Initiative:	<input type="checkbox"/> Safe & Vibrant Community	<input type="checkbox"/> Growing & Dynamic Economy
	<input type="checkbox"/> Fiscally Sound Government	<input type="checkbox"/> Operational Excellence
	<input type="checkbox"/> Community & Neighborhood Livability	<input checked="" type="checkbox"/> Not Applicable

Reports

- | | |
|-------------------------------|-----------------|
| ➤ Warrant Register – FY 19/20 | August 9, 2019 |
| ➤ Warrant Register – FY 19/20 | August 16, 2019 |

PEI
DATE: 08/09/2019
TIME: 09:25:36

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 1
AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM080919'
ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4211 - CITY COUNCIL

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4380									
2 /20	08/09/19	21		63285	6861 MAILFINANCE		4.96	.00	POSTAGE MACHINE LEASE
TOTAL						.00	4.96	.00	
TOTAL						.00	4.96	.00	

PEI
DATE: 08/09/2019
TIME: 09:25:36

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 2
AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM080919'
ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4212 - CITY ATTORNEY

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4380									
2 /20	08/09/19	21		63285	6861 MAILFINANCE		.98	.00	POSTAGE MACHINE LEASE
TOTAL						.00	.98	.00	
TOTAL					CITY ATTORNEY	.00	.98	.00	

PEI
DATE: 08/09/2019
TIME: 09:25:36

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 3
AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM080919'
ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4213 - CITY MANAGER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
2 /20	08/09/19	21		63317	6266 SPARKLETTS		5.84	.00	WTR SERVICE
TOTAL						.00	5.84	.00	
4380									
2 /20	08/09/19	21		63285	6861 MAILFINANCE		1.47	.00	POSTAGE MACHINE LEASE
TOTAL						.00	1.47	.00	
TOTAL					CITY MANAGER	.00	7.31	.00	

PEI
DATE: 08/09/2019
TIME: 09:25:36

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 4
AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM080919'
ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4214 - CITY CLERK'S OFFICE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
2 /20	08/09/19	21		63317	6266 SPARKLETTS		5.84	.00	WTR SERVICE
TOTAL						.00	5.84	.00	
4380									
2 /20	08/09/19	21		63285	6861 MAILFINANCE		.39	.00	POSTAGE MACHINE LEASE
TOTAL						.00	.39	.00	
TOTAL					CITY CLERK'S OFFICE	.00	6.23	.00	

PEI
DATE: 08/09/2019
TIME: 09:25:36

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 5
AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM080919'
ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4215 - FINANCE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
2 /20	08/09/19	21		63317	6266 SPARKLETTS		22.47	.00	WTR SERVICE
TOTAL						.00	22.47	.00	
4380									
2 /20	08/09/19	21		63285	6861 MAILFINANCE		196.85	.00	POSTAGE MACHINE LEASE
TOTAL						.00	196.85	.00	
TOTAL						.00	219.32	.00	

PEI
DATE: 08/09/2019
TIME: 09:25:36

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 6
AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM080919'
ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4216 - PLANNING

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
2 /20	08/09/19	21		63259	5284 CALIFORNIA SURVE		173.19	.00	INK TANK MT BLK
TOTAL						.00	173.19	.00	
4310									
2 /20	08/09/19	21		63306	0876 QUAD KNOFF, INC.		1,009.62	.00	2019-2020 GENERAL PLA
TOTAL						.00	1,009.62	.00	
4340									
2 /20	08/09/19	21		63317	6266 SPARKLETTS		5.84	.00	WTR SERVICE
TOTAL						.00	5.84	.00	
4380									
2 /20	08/09/19	21		63285	6861 MAILFINANCE		8.89	.00	POSTAGE MACHINE LEASE
TOTAL						.00	8.89	.00	
TOTAL					PLANNING	.00	1,197.54	.00	

PEI
DATE: 08/09/2019
TIME: 09:25:36

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 7
AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM080919'
ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4220 - MAINTENANCE DIVISION

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
2 /20	08/09/19	21		63334	1547 VERITIV OPERATIN		207.32	.00	FLOOR CLEANER
TOTAL						.00	207.32	.00	
4310									
2 /20	08/09/19	21	9858	-01 63313	5638 SHINEN LANDSCAPE		211.09	-211.09	LANDSCAPE MAINTENANCE
2 /20	08/09/19	21	9858	-01 63313	5638 SHINEN LANDSCAPE		225.00	-225.00	LANDSCAPE MAINTENANCE
2 /20	08/09/19	21	9858	-01 63313	5638 SHINEN LANDSCAPE		500.00	-500.00	LANDSCAPE MAINTENANCE
2 /20	08/09/19	21	9858	-01 63313	5638 SHINEN LANDSCAPE		575.00	-575.00	LANDSCAPE MAINTENANCE
2 /20	08/09/19	21	9858	-01 63313	5638 SHINEN LANDSCAPE		575.00	-575.00	LANDSCAPE MAINTENANCE
2 /20	08/09/19	21	9858	-01 63313	5638 SHINEN LANDSCAPE		650.00	-650.00	LANDSCAPE MAINTENANCE
TOTAL						.00	2,736.09	-2,736.09	
TOTAL						.00	2,943.41	-2,736.09	

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DATE: 08/09/2019
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 8
AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM080919'
ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4221 - POLICE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220			OPERATING SUPPLIES						
2 /20	08/09/19	21		63301	0370 PHIL'S LOCKSMITH		6.43	.00	DUP KEYS
2 /20	08/09/19	21		63322	0428 STONEY'S SAND &		212.91	.00	3/8" CONCRETE MIX 7
2 /20	08/09/19	21		63251	3010 THE ANIMAL HOUSE		68.59	.00	EUKANUBA DOG FOOD
2 /20	08/09/19	21		63251	3010 THE ANIMAL HOUSE		68.59	.00	EUKANUBA 44185
TOTAL			OPERATING SUPPLIES			.00	356.52	.00	
4360			TRAINING						
2 /20	08/09/19	21		63287	6089 JONATHAN MORITZ		42.00	.00	PER DIEM
2 /20	08/09/19	21		63258	6429 CNOA		45.00	.00	TUITION-SEARCH & SEIZ
2 /20	08/09/19	21		63326	T2615 TABITHA TORRES		247.00	.00	PER DIEM
2 /20	08/09/19	21		63321	7096 DANIEL STEVENS		14.00	.00	PER DIEM
2 /20	08/09/19	21		63252	T2034 ROGELIO AVELAR		42.00	.00	PER DIEM
2 /20	08/09/19	21		63263	6347 KEVIN COSPER		42.00	.00	PER DIEM
TOTAL			TRAINING			.00	432.00	.00	
4380			RENTALS & LEASES						
2 /20	08/09/19	21		63285	6861 MAILFINANCE		204.26	.00	POSTAGE MACHINE LEASE
TOTAL			RENTALS & LEASES			.00	204.26	.00	
TOTAL			POLICE			.00	992.78	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 9
AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM080919'
ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4222 - FIRE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
2 /20	08/09/19	21		63317	6266 SPARKLETTS		5.84	.00	WTR SERVICE
TOTAL						.00	5.84	.00	
4360									
2 /20	08/09/19	21		63269	7102 FAITH FARIA		387.84	.00	PER DIEM
TOTAL						.00	387.84	.00	
4380									
2 /20	08/09/19	21		63285	6861 MAILFINANCE		2.31	.00	POSTAGE MACHINE LEASE
TOTAL						.00	2.31	.00	
TOTAL					FIRE	.00	395.99	.00	

PEI
DATE: 08/09/2019
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM080919'
ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4224 - BUILDING INSPECTION

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220			OPERATING SUPPLIES						
2 /20	08/09/19	21		63259	5284 CALIFORNIA SURVE		173.20	.00	INK TANK MT BLK
TOTAL			OPERATING SUPPLIES			.00	173.20	.00	
4330			PRINTING & PUBLICATIONS						
2 /20	08/09/19	21		63266	6405 EINERSON'S PREPR		708.86	.00	INSPECTION TAGS
TOTAL			PRINTING & PUBLICATIONS			.00	708.86	.00	
4340			UTILITIES						
2 /20	08/09/19	21		63317	6266 SPARKLETTS		5.84	.00	WTR SERVICE
TOTAL			UTILITIES			.00	5.84	.00	
4380			RENTALS & LEASES						
2 /20	08/09/19	21		63285	6861 MAILFINANCE		.79	.00	POSTAGE MACHINE LEASE
TOTAL			RENTALS & LEASES			.00	.79	.00	
TOTAL			BUILDING INSPECTION			.00	888.69	.00	

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CITY OF LEMOORE
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ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4230 - PUBLIC WORKS

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220			OPERATING SUPPLIES						
2 /20	08/09/19	21		63259	5284 CALIFORNIA SURVE		173.19	.00	INK TANK MT BLK
TOTAL			OPERATING SUPPLIES			.00	173.19	.00	
4340			UTILITIES						
2 /20	08/09/19	21		63317	6266 SPARKLETTS		5.84	.00	WTR SERVICE
TOTAL			UTILITIES			.00	5.84	.00	
4380			RENTALS & LEASES						
2 /20	08/09/19	21		63285	6861 MAILFINANCE		2.80	.00	POSTAGE MACHINE LEASE
TOTAL			RENTALS & LEASES			.00	2.80	.00	
TOTAL			PUBLIC WORKS			.00	181.83	.00	

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CITY OF LEMOORE
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ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4231 - STREETS

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4230									
2 /20	08/09/19	21		63288	2138 NICK CHAMPI ENTE		50.64	.00	STRUCTURAL - CQ 20
TOTAL						.00	50.64	.00	
4340									
2 /20	08/09/19	21		63298	0363 PG&E		72.56	.00	06/23/19-07/24/19
2 /20	08/09/19	21		63296	0363 PG&E		78.18	.00	06/14/19-0715/19
2 /20	08/09/19	21		63291	0363 PG&E		65.81	.00	06/19/19-07/18/19
2 /20	08/09/19	21		63293	0363 PG&E		326.77	.00	06/27/19-07/24/19
2 /20	08/09/19	21		63292	0363 PG&E		1,148.28	.00	08/18/19-07/17/19
2 /20	08/09/19	21		63294	0363 PG&E		6,876.65	.00	06/18/19-07/17/19
TOTAL						.00	8,568.25	.00	
4380									
2 /20	08/09/19	21		63285	6861 MAILFINANCE		2.31	.00	POSTAGE MACHINE LEASE
TOTAL						.00	2.31	.00	
TOTAL						.00	8,621.20	.00	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM080919'
ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4241 - PARKS

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
2 /20	08/09/19	21		63336	0474 WEST VALLEY SUPP		48.10	.00	Z SERIES 15'HALF CIRC
2 /20	08/09/19	21		63336	0474 WEST VALLEY SUPP		78.67	.00	QT 705 CLEAR PVC CEME
2 /20	08/09/19	21		63336	0474 WEST VALLEY SUPP		382.08	.00	JUMBO TURF VALVE BOX
2 /20	08/09/19	21		63336	0474 WEST VALLEY SUPP		434.65	.00	HUNTER ACC DECODER
2 /20	08/09/19	21		63336	0474 WEST VALLEY SUPP		443.21	.00	HUNTER NODE BATTERY
2 /20	08/09/19	21		63336	0474 WEST VALLEY SUPP		484.17	.00	HUNTER ACC DECODER
2 /20	08/09/19	21		63336	0474 WEST VALLEY SUPP		9.05	.00	1" T CAP/1" X3/4" TT
2 /20	08/09/19	21		63336	0474 WEST VALLEY SUPP		20.32	.00	HUNTER 1" ICV DIAPHRA
2 /20	08/09/19	21	9791 -01	63289	5941 OMEGA INDUSTRIAL		372.31	-372.31	PARKS SUPPLIES
TOTAL					OPERATING SUPPLIES	.00	2,272.56	-372.31	
TOTAL					PARKS	.00	2,272.56	-372.31	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM080919'
ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4242 - RECREATION

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
2 /20	08/09/19	21		63316	0419 SMART & FINAL		30.38	.00	REC VENDING MACHINE
2 /20	08/09/19	21		63259	5284 CALIFORNIA SURVE		173.19	.00	INK TANK MT BLK
2 /20	08/09/19	21		63283	T2758 JOSE LOPEZ		200.00	.00	VOLUTEEN 2019
2 /20	08/09/19	21		63284	T2765 MATTHEW LOURENCO		200.00	.00	VOLUTEEN 2019
2 /20	08/09/19	21		63280	T2761 LILY JULA		200.00	.00	VOLUTEEN 2019
2 /20	08/09/19	21		63268	T2764 REESE ESPINOZA		200.00	.00	VOLUTEEN 2019
2 /20	08/09/19	21		63271	T2760 LILLIANNA FLORES		200.00	.00	VOLUNTEEN 2019
2 /20	08/09/19	21		63272	T2759 TREVON GAFFNEY		200.00	.00	VOLUTEEN 2019
2 /20	08/09/19	21		63250	T2762 JULISSA ALVARADO		200.00	.00	VOLUTEEN 2019
2 /20	08/09/19	21		63319	T2554 CHRISTOPHER STAL		200.00	.00	VOLUNTEEN 2019
2 /20	08/09/19	21		63320	T2763 MISHAELLYNN STEPH		200.00	.00	VOLUNTEEN 2019
2 /20	08/09/19	21		63314	T2766 ALLANA SILVA		200.00	.00	VOLUNTEEN 2019
TOTAL					OPERATING SUPPLIES	.00	2,203.57	.00	
4310					PROFESSIONAL CONTRACT SVC				
2 /20	08/09/19	21		63256	6848 ADRIAN CALDERA		180.00	.00	RECREATION LEADER
2 /20	08/09/19	21		63261	6888 JESSE CHAVARRIA		336.00	.00	ADULT SOFTBALL UMPIRE
2 /20	08/09/19	21		63307	T2091 MARIAH RAMIREZ		84.00	.00	SOFTBALL SCOREKEEPER
2 /20	08/09/19	21		63304	T2603 MARTIN PRADO		150.00	.00	ADULT SOFTBALL UMPIRE
2 /20	08/09/19	21		63333	6703 SALVADOR VARGAS		12.00	.00	ADULT SOFTBALL UMPIRE
TOTAL					PROFESSIONAL CONTRACT SVC	.00	762.00	.00	
4380					RENTALS & LEASES				
2 /20	08/09/19	21		63285	6861 MAILFINANCE		18.11	.00	POSTAGE MACHINE LEASE
TOTAL					RENTALS & LEASES	.00	18.11	.00	
TOTAL					RECREATION	.00	2,983.68	.00	

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ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4296 - INFORMATION TECHNOLOGY

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
2 /20	08/09/19	21		63329	5818 UNWIRED BROADBAN		98.55	.00	INTERNET SVC
TOTAL						.00	98.55	.00	
4340									
2 /20	08/09/19	21		63317	6266 SPARKLETTS		5.84	.00	WTR SERVICE
TOTAL						.00	5.84	.00	
4380									
2 /20	08/09/19	21		63285	6861 MAILFINANCE		.10	.00	POSTAGE MACHINE LEASE
TOTAL						.00	.10	.00	
TOTAL					INFORMATION TECHNOLOGY	.00	104.49	.00	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM080919'
ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4297 - HUMAN RESOURCES

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4320									
2 /20	08/09/19	21	9764	-01 63255	2836 THE BODY SHOP HE		200.00	-200.00	MONTHLY CHARGE FOR CITY E
TOTAL						.00	200.00	-200.00	
4340									
2 /20	08/09/19	21		63317	6266 SPARKLETTS		5.82	.00	WTR SERVICE
TOTAL						.00	5.82	.00	
4380									
2 /20	08/09/19	21		63285	6861 MAILFINANCE		2.53	.00	POSTAGE MACHINE LEASE
TOTAL						.00	2.53	.00	
TOTAL					HUMAN RESOURCES	.00	208.35	-200.00	
TOTAL					GENERAL FUND	.00	21,029.32	-3,308.40	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM080919'
ACCOUNTING PERIOD: 2/20

FUND - 040 - FLEET MAINTENANCE
BUDGET UNIT - 4265 - FLEET MAINTENANCE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4230									
									REPAIR/MAINT SUPPLIES
2 /20	08/09/19	21		63282	0286 LAWRENCE TRACTOR		137.22	.00	BLADE/V-BELT
2 /20	08/09/19	21		63332	0458 KELLER FORD LINC		247.68	.00	REGULATOR AND MO SPOR
2 /20	08/09/19	21		63279	0242 JORGENSEN COMPAN		460.96	.00	FIRE EXT. AMX 2.5 WAT
2 /20	08/09/19	21		63282	0286 LAWRENCE TRACTOR		18.02	.00	KEY
TOTAL						.00	863.88	.00	
									REPAIR/MAINT SERVICES
4350									
2 /20	08/09/19	21	9736	-01 63264	5289 CUMMINS PACIFIC,		8,225.83	-8,225.83	REAR MAIN SEAL REPAIR
2 /20	08/09/19	21		63276	5181 HAAKER EQUIPMENT		329.96	.00	SHOP SUPPLIES
TOTAL						.00	8,555.79	-8,225.83	
TOTAL						.00	9,419.67	-8,225.83	
TOTAL						.00	9,419.67	-8,225.83	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM080919'
ACCOUNTING PERIOD: 2/20

FUND - 045 - GOLF COURSE - CITY
BUDGET UNIT - 4245 - GOLF COURSE-CITY

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4000K									
	2 /20	08/09/19	21	63312	T1885 TOM RINGER		378.45	.00	BUENO BEVERAGE
	2 /20	08/09/19	21	63312	T1885 TOM RINGER		406.00	.00	ALCOHOL BEV. CONTROL
	2 /20	08/09/19	21	63312	T1885 TOM RINGER		1,213.20	.00	BUENO BEVERAGE
	2 /20	08/09/19	21	63312	T1885 TOM RINGER		634.24	.00	VALLEY WIDE BEVERAGE
	2 /20	08/09/19	21	63290	6438 PEPSI BEVERAGES		422.96	.00	SODA CASES
	2 /20	08/09/19	21	63315	6442 SLUSH PUPPIE PRO		145.80	.00	H/B SUPREME FRENCH W/
	2 /20	08/09/19	21	63308	7003 RAVEN BRAND PROD		32.88	.00	FOOD SUPPLIES
	2 /20	08/09/19	21	9810 -01 63323	6440 SYSCO		641.69	-641.69	FOOD & SUPPLIES FOR KITCH
	2 /20	08/09/19	21	63308	7003 RAVEN BRAND PROD		16.44	.00	FOOD SUPPLIES
TOTAL						.00	3,891.66	-641.69	
4000P									
	2 /20	08/09/19	21	63312	T1885 TOM RINGER		25.74	.00	DONNA BENSON
	2 /20	08/09/19	21	9799 -01 63325	6450 TITLEIST		1,066.69	-1,066.69	GOLF BALLS, EQUIPMENT, CA
	2 /20	08/09/19	21	63335	6595 VERN WASKOM COMP		143.21	.00	PTS 2 3/4" WHITE/YELL
	2 /20	08/09/19	21	63312	T1885 TOM RINGER		111.54	.00	DONNA BENSON
	2 /20	08/09/19	21	63324	6443 TAYLORMADE GOLF		150.95	.00	CUSTOM.P790.M.RH.GR.4
	2 /20	08/09/19	21	63325	6450 TITLEIST		152.10	.00	MYJOYS DRYJOYS TOUR
	2 /20	08/09/19	21	63260	6476 CALLAWAY		445.50	.00	RH ODWRK 17 RED MARX
	2 /20	08/09/19	21	63324	6443 TAYLORMADE GOLF		420.03	.00	CUSTOM.ME.M.LH.9.TENS
TOTAL						.00	2,515.76	-1,066.69	
4220F									
	2 /20	08/09/19	21	9794 -01 63273	6445 GARY V. BURROWS,		1,047.10	-1,047.10	MAINTENANCE EQUIPMENT FUE
TOTAL						.00	1,047.10	-1,047.10	
4220M									
	2 /20	08/09/19	21	63325	6450 TITLEIST		162.46	.00	FULLZIP SPORT WINDSHR
TOTAL						.00	162.46	.00	
4309									
	2 /20	08/09/19	21	63312	T1885 TOM RINGER		109.20	.00	AFLAC
	2 /20	08/09/19	21	63312	T1885 TOM RINGER		250.00	.00	MARK FRANTZ
	2 /20	08/09/19	21	63312	T1885 TOM RINGER		2,286.83	.00	WORKMANS COMP
	2 /20	08/09/19	21	63312	T1885 TOM RINGER		17,890.40	.00	EMPLOYEE PAYROLL
TOTAL						.00	20,536.43	.00	
4310									
	2 /20	08/09/19	21	63249	6574 TONY ALANIZ, JR.		841.50	.00	GOLF LESSONS-JULY19
	2 /20	08/09/19	21	63277	6573 JAMES HUDGEON		841.50	.00	GOLF LESSONS-JULY2019
	2 /20	08/09/19	21	63281	6844 KNIGHT GUARD SEC		55.00	.00	ALARM MONITORING
	2 /20	08/09/19	21	63281	6844 KNIGHT GUARD SEC		55.00	.00	ALARM MONITORING
	2 /20	08/09/19	21	63281	6844 KNIGHT GUARD SEC		55.00	.00	ALARM MONITORING
	2 /20	08/09/19	21	9797 -01 63311	6548 TOM RINGER		6,500.00	-6,500.00	TOTAL YEARLY ANNUAL MANAG
	2 /20	08/09/19	21	63311	6548 TOM RINGER		40.50	.00	GOLF LESSON-JULY 2019
TOTAL						.00	8,388.50	-6,500.00	

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CITY OF LEMOORE
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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM080919'
ACCOUNTING PERIOD: 2/20

FUND - 045 - GOLF COURSE - CITY
BUDGET UNIT - 4245 - GOLF COURSE-CITY

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310					PROFESSIONAL CONTRACT SVC (cont'd)				
4340					UTILITIES				
2 /20	08/09/19	21		63312	T1885 TOM RINGER		800.00	.00	FRANK BUCKNER
2 /20	08/09/19	21		63312	T1885 TOM RINGER		840.00	.00	MARDELL PERDERSEN
2 /20	08/09/19	21		63312	T1885 TOM RINGER		630.00	.00	MARDELL PERDERSEN
TOTAL					UTILITIES	.00	2,270.00	.00	
TOTAL					GOLF COURSE-CITY	.00	38,811.91	-9,255.48	
TOTAL					GOLF COURSE - CITY	.00	38,811.91	-9,255.48	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM080919'
ACCOUNTING PERIOD: 2/20

FUND - 050 - WATER
BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
2 /20	08/09/19	21		63327	6049 UNISAFE, INC.		311.40	.00	EXAMS GLOVES
2 /20	08/09/19	21		63302	5829 JONES BOYS, LLC		241.88	.00	EMBROIDERY SALES
2 /20	08/09/19	21		63270	5866 FASTENAL COMPANY		83.66	.00	KC DISP SUIT #49005
2 /20	08/09/19	21		63259	5284 CALIFORNIA SURVE		173.19	.00	INK TANK MT BLK
2 /20	08/09/19	21		63270	5866 FASTENAL COMPANY		152.12	.00	3/8"WHT PD TWISTROPE
2 /20	08/09/19	21		63270	5866 FASTENAL COMPANY		152.12	.00	3/8"WHT PD TWIST ROPE
2 /20	08/09/19	21		63330	2038 USA BLUEBOOK		162.04	.00	HACH FREE CHLORINE SW
2 /20	08/09/19	21	9823	-01 63330	2038 USA BLUEBOOK		1,280.40	-1,280.40	HACH DR300 CHLORINE, F&T
2 /20	08/09/19	21	9823	-02 63330	2038 USA BLUEBOOK		1,319.76	-1,319.76	HATCH FEE CHLORINE SWIFTE
2 /20	08/09/19	21	9823	-03 63330	2038 USA BLUEBOOK		128.60	-128.60	HACH FEE CHLORINE SWIFTTE
2 /20	08/09/19	21	9823	-04 63330	2038 USA BLUEBOOK		128.60	-128.60	HACH FEE CHLORINE SWIFTTE
2 /20	08/09/19	21	9823	-05 63330	2038 USA BLUEBOOK		32.00	-32.00	REPLACEMENT SAMPLE CELLS
2 /20	08/09/19	21	9823	-06 63330	2038 USA BLUEBOOK		53.10	-53.10	HR SAMPLE CELLS, PCII, DR
2 /20	08/09/19	21	9823	-07 63330	2038 USA BLUEBOOK		215.63	-215.63	SALES TAX
2 /20	08/09/19	21	9823	-08 63330	2038 USA BLUEBOOK		31.75	-31.75	FREIGHT
TOTAL					OPERATING SUPPLIES	.00	4,466.25	-3,189.84	
4220CH					CHLORINE OPERATING SUPPLY				
2 /20	08/09/19	21	9830	-01 63328	6058 UNIVAR		1,014.28	-1,014.28	BLANKET PO 12.5% SODIUM H
2 /20	08/09/19	21	9830	-01 63328	6058 UNIVAR		1,105.28	-1,105.28	BLANKET PO 12.5% SODIUM H
2 /20	08/09/19	21	9830	-01 63328	6058 UNIVAR		2,503.49	-2,503.49	BLANKET PO 12.5% SODIUM H
TOTAL					CHLORINE OPERATING SUPPLY	.00	4,623.05	-4,623.05	
4230					REPAIR/MAINT SUPPLIES				
2 /20	08/09/19	21		63336	0474 WEST VALLEY SUPP		30.12	.00	1/2 PT RED HOT BLUE G
2 /20	08/09/19	21		63336	0474 WEST VALLEY SUPP		23.56	.00	2" F/A. 3"x11/2" ST R
2 /20	08/09/19	21		63336	0474 WEST VALLEY SUPP		23.65	.00	BALL VALVE-3/4", LO-T
2 /20	08/09/19	21		63254	2410 BENNETT & BENNET		10.90	.00	GASKET FIBER FILLED
2 /20	08/09/19	21		63336	0474 WEST VALLEY SUPP		36.12	.00	1/2" MIPT X 3/8" HOSE
2 /20	08/09/19	21		63336	0474 WEST VALLEY SUPP		100.49	.00	1" SCH80 SS EL/ 1" SC
2 /20	08/09/19	21		63254	2410 BENNETT & BENNET		4.61	.00	PVC COUPLING/PVC RED
2 /20	08/09/19	21		63275	0521 GRAINGER		211.46	.00	AXIAL FAN
TOTAL					REPAIR/MAINT SUPPLIES	.00	440.91	.00	
4310					PROFESSIONAL CONTRACT SVC				
2 /20	08/09/19	21		63305	0020 PRAXAIR DISTRIBU		34.90	.00	SAFETY & ENVIRONMENTA
TOTAL					PROFESSIONAL CONTRACT SVC	.00	34.90	.00	
4320					MEETINGS & DUES				
2 /20	08/09/19	21		63331	0816 VALLEY COUNTIES		240.00	.00	VCWA DINNER
TOTAL					MEETINGS & DUES	.00	240.00	.00	
4340					UTILITIES				
2 /20	08/09/19	21		63300	6627 PG&E NON ENERGY		792.26	.00	NUCLEAR DECOMMISSION
2 /20	08/09/19	21		63297	0363 PG&E		297,977.43	.00	06/18/19-07/17/19
2 /20	08/09/19	21		63317	6266 SPARKLETTS		81.22	.00	WTR SERVICE

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PEI - FUND ACCOUNTING

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CITY OF LEMOORE
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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM080919'
ACCOUNTING PERIOD: 2/20

FUND - 050 - WATER
BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
					(cont'd)				
TOTAL						.00	298,850.91	.00	
4350									
2 /20	08/09/19	21		63309	0388 REED ELECTRIC, L		103.50	.00	CHECKOUT AND RESET BO
2 /20	08/09/19	21		63309	0388 REED ELECTRIC, L		75.00	.00	TROUBLESHOOT WELL TRI
2 /20	08/09/19	21		63309	0388 REED ELECTRIC, L		441.46	.00	CLEAN OUT PANEL, INST
TOTAL						.00	619.96	.00	
4380									
2 /20	08/09/19	21		63285	6861 MAILFINANCE		3.44	.00	POSTAGE MACHINE LEASE
TOTAL						.00	3.44	.00	
TOTAL						.00	309,279.42	-7,812.89	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM080919'
ACCOUNTING PERIOD: 2/20

FUND - 050 - WATER
BUDGET UNIT - 4251 - UTILITY OFFICE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
2 /20	08/09/19	21		63317	6266 SPARKLETTS		22.47	.00	WTR SERVICE
TOTAL						.00	22.47	.00	
4380									
2 /20	08/09/19	21		63285	6861 MAILFINANCE		39.32	.00	POSTAGE MACHINE LEASE
TOTAL						.00	39.32	.00	
TOTAL						.00	61.79	.00	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM080919'
ACCOUNTING PERIOD: 2/20

FUND - 050 - WATER
BUDGET UNIT - 5227 - WELL MECHANICAL

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
2 /20	08/09/19	21	9849	-01 63247	6153 AEGIS GROUNDWATE		1,425.00	-1,425.00	18 5/8" CEMENT BASKET FOR
TOTAL						.00	1,425.00	-1,425.00	
TOTAL						.00	1,425.00	-1,425.00	
TOTAL						.00	310,766.21	-9,237.89	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM080919'
ACCOUNTING PERIOD: 2/20

FUND - 056 - REFUSE
BUDGET UNIT - 4256 - REFUSE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
2 /20	08/09/19	21	9752	-01 63267	6869 WELLS FARGO BANK		700.80	-700.80	TEMP LABOR BLANKET PO
TOTAL						.00	700.80	-700.80	
4380									
2 /20	08/09/19	21		63285	6861 MAILFINANCE		.69	.00	POSTAGE MACHINE LEASE
TOTAL						.00	.69	.00	
TOTAL						.00	701.49	-700.80	
TOTAL						.00	701.49	-700.80	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM080919'
ACCOUNTING PERIOD: 2/20

FUND - 060 - SEWER& STORM WTR DRAINAGE
BUDGET UNIT - 4260 - SEWER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4010									
2 /20	08/09/19	21		63248	7103 DYLAN AGUIAR		107.24	.00	REIMBURSEMENT BOOTS
TOTAL						.00	107.24	.00	
4220									
2 /20	08/09/19	21		63259	5284 CALIFORNIA SURVE		173.19	.00	INK TANK MT BLK
2 /20	08/09/19	21		63270	5866 FASTENAL COMPANY		167.31	.00	KC DISP SUIT #49005
TOTAL						.00	340.50	.00	
4310									
2 /20	08/09/19	21		63286	6245 MOORE TWINING AS		170.00	.00	WASTEWATER TESTING
2 /20	08/09/19	21		63286	6245 MOORE TWINING AS		115.00	.00	WASTEWATER TESTING
2 /20	08/09/19	21		63286	6245 MOORE TWINING AS		110.00	.00	WASTEWATER TESTING
2 /20	08/09/19	21		63286	6245 MOORE TWINING AS		100.00	.00	WASTEWATER TESTING
2 /20	08/09/19	21		63286	6245 MOORE TWINING AS		100.00	.00	WASTEWATER TESTING
2 /20	08/09/19	21		63286	6245 MOORE TWINING AS		100.00	.00	WASTEWATER TESTING
2 /20	08/09/19	21		63286	6245 MOORE TWINING AS		100.00	.00	WASTEWATER TESTING
2 /20	08/09/19	21		63286	6245 MOORE TWINING AS		575.00	.00	WASTEWATER TESTING
2 /20	08/09/19	21		63286	6245 MOORE TWINING AS		675.00	.00	WASTEWATER TESTING
2 /20	08/09/19	21		63286	6245 MOORE TWINING AS		210.00	.00	WASTEWATER TESTING
2 /20	08/09/19	21		63286	6245 MOORE TWINING AS		185.00	.00	WASTEWATER TESTING
2 /20	08/09/19	21		63286	6245 MOORE TWINING AS		185.00	.00	WASTEWATER TESTING
2 /20	08/09/19	21		63286	6245 MOORE TWINING AS		185.00	.00	WASTEWATER TESTING
2 /20	08/09/19	21		63286	6245 MOORE TWINING AS		40.00	.00	WASTEWATER TESTING
2 /20	08/09/19	21		63286	6245 MOORE TWINING AS		40.00	.00	WASTEWATER TESTING
2 /20	08/09/19	21		63286	6245 MOORE TWINING AS		40.00	.00	WASTEWATER TESTING
2 /20	08/09/19	21		63286	6245 MOORE TWINING AS		40.00	.00	WASTEWATER TESTING
TOTAL						.00	2,870.00	.00	
4340									
2 /20	08/09/19	21		63299	0363 PG&E		19.71	.00	06/19/19-07/18/19
2 /20	08/09/19	21		63317	6266 SPARKLETTTS		16.03	.00	WTR SERVICE
2 /20	08/09/19	21		63295	0363 PG&E		10,021.72	.00	06/20/19-07/21/19
TOTAL						.00	10,057.46	.00	
4350									
2 /20	08/09/19	21		63309	0388 REED ELECTRIC, L		207.00	.00	CALL ON BLOWN LIFT PU
TOTAL						.00	207.00	.00	
4380									
2 /20	08/09/19	21		63285	6861 MAILFINANCE		.69	.00	POSTAGE MACHINE LEASE
TOTAL						.00	.69	.00	
TOTAL					SEWER	.00	13,582.89	.00	
TOTAL					SEWER& STORM WTR DRAINAGE	.00	13,582.89	.00	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM080919'
ACCOUNTING PERIOD: 2/20

FUND - 160 - 2016 BOND FUND
BUDGET UNIT - 5222 - ADD WATER TANK WELL 7

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4317									
4317									
2 /20	08/09/19	21		63318	7039 SPIESS CONSTRUCT		154,243.66	.00	TANK AT WELL 7 CONSTR
TOTAL						.00	154,243.66	.00	
TOTAL						.00	154,243.66	.00	
TOTAL						.00	154,243.66	.00	

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EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM080919'
ACCOUNTING PERIOD: 2/20

FUND - 201 - LLMD ZONE 1
BUDGET UNIT - 4851 - LLMD ZONE 1 WESTFIELD

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4230									
					REPAIR/MAINT SUPPLIES				
2 /20	08/09/19	21		63336	0474 WEST VALLEY SUPP		3.28	.00	Z SERIES 4" TORO POP
2 /20	08/09/19	21		63336	0474 WEST VALLEY SUPP		30.73	.00	RAINBIRD 1" PGA SERIE
2 /20	08/09/19	21		63336	0474 WEST VALLEY SUPP		31.27	.00	1" ELECTRIC GLOBE VAL
TOTAL					REPAIR/MAINT SUPPLIES	.00	65.28	.00	
TOTAL					LLMD ZONE 1 WESTFIELD	.00	65.28	.00	
TOTAL					LLMD ZONE 1	.00	65.28	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM080919'
ACCOUNTING PERIOD: 2/20

FUND - 210 - LLMD ZONE 10 AVALON
BUDGET UNIT - 4860 - LLMD ZONE 10 AVALON

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4230									
					REPAIR/MAINT SUPPLIES				
2 /20	08/09/19	21		63336	0474 WEST VALLEY SUPP		1.89	.00	1"M/A/1" 45DEG EL
2 /20	08/09/19	21		63336	0474 WEST VALLEY SUPP		1.37	.00	1" T PLUG
2 /20	08/09/19	21		63336	0474 WEST VALLEY SUPP		82.61	.00	1" NESTED COUPLING
TOTAL					REPAIR/MAINT SUPPLIES	.00	85.87	.00	
TOTAL					LLMD ZONE 10 AVALON	.00	85.87	.00	
TOTAL					LLMD ZONE 10 AVALON	.00	85.87	.00	

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CITY OF LEMOORE
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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM080919'
ACCOUNTING PERIOD: 2/20

FUND - 251 - PFMD ZONE 1
BUDGET UNIT - 4871 - PFMD ZONE 1

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
2 /20	08/09/19	21		63262	6459 CLEAN CUT LANDSC		724.33	.00	PFMD ZONE 1
TOTAL						.00	724.33	.00	
TOTAL						.00	724.33	.00	
TOTAL						.00	724.33	.00	
TOTAL						.00	549,430.63	-30,728.40	

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CITY OF LEMOORE
GENERAL LEDGER TRANSACTION ANALYSIS

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AUDIT311

SELECTION CRITERIA: account.acct between '2000' and '2999'AND transact.yr='20' and transact.batch='VM080919'
ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND

ACCOUNT	DATE	T/C	REFERENCE	VENDOR/PAYER	DEBIT	CREDIT	DESCRIPTION
2020			ACCOUNTS PAYABLE				
2 /20	08/09/19	21	63316	0419 SMART & FINAL		99.94	PW VENDING MACHINE
2 /20	08/09/19	21	63257	5685 CALIFORNIA BUILDING		615.00	BUILDING APR-JUN 19
TOTAL			ACCOUNTS PAYABLE		.00	714.94	
2243			CALIF.BSASF. SB1473				
2 /20	08/09/19	21	63257	5685 CALIFORNIA BUILDING	615.00		BUILDING APR-JUN 19
TOTAL			CALIF.BSASF. SB1473		615.00	.00	
2308			EMPLOYEE APPRECIATION				
2 /20	08/09/19	21	63316	0419 SMART & FINAL	99.94		PW VENDING MACHINE
TOTAL			EMPLOYEE APPRECIATION		99.94	.00	
TOTAL			GENERAL FUND		714.94	714.94	

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CITY OF LEMOORE
GENERAL LEDGER TRANSACTION ANALYSIS

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AUDIT311

SELECTION CRITERIA: account.acct between '2000' and '2999'AND transact.yr='20' and transact.batch='VM080919'
ACCOUNTING PERIOD: 2/20

FUND - 090 - TRUST & AGENCY

ACCOUNT	DATE	T/C	REFERENCE	VENDOR/PAYER	DEBIT	CREDIT	DESCRIPTION
2020							
2 /20	08/09/19	21	63310	T2768 RENT SMART PROPERTY		150.00	REFUND-VET HALL
2 /20	08/09/19	21	63274	T2769 DANIELLA GONZALES		150.00	REFUND VET HALL
2 /20	08/09/19	21	63265	0819 DEPT. OF CONSERVATIO		1,586.50	STRONG MOT APR-JUN 19
TOTAL				ACCOUNTS PAYABLE	.00	1,886.50	
2256							
2 /20	08/09/19	21	63265	0819 DEPT. OF CONSERVATIO	1,586.50		STRONG MOT APR-JUN 19
TOTAL				STRONG MOTION	1,586.50	.00	
2300							
2 /20	08/09/19	21	63310	T2768 RENT SMART PROPERTY	150.00		REFUND-VET HALL
2 /20	08/09/19	21	63274	T2769 DANIELLA GONZALES	150.00		REFUND VET HALL
TOTAL				CUSTOMER DEPOSITS	300.00	.00	
TOTAL				TRUST & AGENCY	1,886.50	1,886.50	
TOTAL REPORT					2,601.44	2,601.44	

CITY OF LEMOORE
REVENUE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='20' and transact.account between '3000' and '3999' and transact.batch='vm080919'
ACCOUNTING PERIOD: 2/20

ACCOUNT	DATE	T/C	RECEIVE	REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES	DESCRIPTION
3681									
2 /20	08/09/19	210		63278	T2767 DALE JONES		-50.00		REFUND-KARATE
2 /20	08/09/19	210		63303	T2757 ALYSE POLDER		-35.00		REFUND LEGO CAMP
2 /20	08/09/19	210		63253	T2770 MICHELLE AZUA		-40.00		REFUND-INOOR SOCCER
TOTAL						.00	-125.00	.00	
3876A									
2 /20	08/09/19	210		63257	5685 CALIFORNIA BUILDI		61.50		BUILDING APR-JUN 19
TOTAL						.00	61.50	.00	
TOTAL						.00	-63.50	.00	
TOTAL						.00	-63.50	.00	
TOTAL REPORT						.00	-63.50	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM081619'
ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4215 - FINANCE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4389									
2 /20	08/15/19	21		63415	6104 US BANK		22.00	.00	MAINTENANCE FEE JUL19
TOTAL						.00	22.00	.00	
TOTAL						.00	22.00	.00	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM081619'
ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4220 - MAINTENANCE DIVISION

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
									OPERATING SUPPLIES
2 /20	08/15/19	21	9788	-01 63418	1547 VERITIV OPERATIN		182.56	-182.56	BUILDINGS SUPPLIES
2 /20	08/15/19	21	9788	-01 63418	1547 VERITIV OPERATIN		202.32	-202.32	BUILDINGS SUPPLIES
2 /20	08/15/19	21	9788	-01 63418	1547 VERITIV OPERATIN		207.32	-207.32	BUILDINGS SUPPLIES
2 /20	08/15/19	21	9788	-01 63418	1547 VERITIV OPERATIN		439.27	-439.27	BUILDINGS SUPPLIES
TOTAL						.00	1,031.47	-1,031.47	
4310									PROFESSIONAL CONTRACT SVC
2 /20	08/15/19	21		63366	2653 AMERIPRIDE		20.51	.00	MAT
2 /20	08/15/19	21		63363	1259 ADVANCED PEST CO		50.00	.00	PEST CONTROL-721 CINN
2 /20	08/15/19	21		63363	1259 ADVANCED PEST CO		50.00	.00	PEST CONTROL-711 CINN
2 /20	08/15/19	21		63366	2653 AMERIPRIDE		54.31	.00	UNIFORMS/TOWEL/MAT
2 /20	08/15/19	21		63366	2653 AMERIPRIDE		54.31	.00	UNIFORMS/TOWEL/MAT
2 /20	08/15/19	21		63366	2653 AMERIPRIDE		54.31	.00	UNIFORMS/TOWEL/MAT
2 /20	08/15/19	21		63366	2653 AMERIPRIDE		54.31	.00	UNIFORMS/TOWEL/MAT
2 /20	08/15/19	21		63366	2653 AMERIPRIDE		55.81	.00	UNIFORMS/TOWEL/MAT
2 /20	08/15/19	21		63374	7068 CRISTINA HERNAND		540.00	.00	JANITORIAL WORK
2 /20	08/15/19	21		63366	2653 AMERIPRIDE		75.00	.00	MAT
TOTAL						.00	1,008.56	.00	
4340									UTILITIES
2 /20	08/15/19	21		63375	6685 DIRECTTV		9.90	.00	08/05/19 - 09/04/19
TOTAL						.00	9.90	.00	
4350									REPAIR/MAINT SERVICES
2 /20	08/15/19	21		63372	5725 CENTRAL VALLEY R		25.00	.00	MACHINE NOT WORKING
TOTAL						.00	25.00	.00	
TOTAL						.00	2,074.93	-1,031.47	MAINTENANCE DIVISION

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CITY OF LEMOORE
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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM081619'
ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4222 - FIRE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
	08/15/19	21		63392	0314 LEMOORE AUTO SUP		16.03	.00	FUEL TUBING
TOTAL						.00	16.03	.00	
4230									
	08/15/19	21		63392	0314 LEMOORE AUTO SUP		9.43	.00	SMALL FILTER WRENCH
	08/15/19	21		63389	0252 KINGS AUTO SUPPL		191.91	.00	OIL/AIR/FUEL FILTERS
	08/15/19	21		63392	0314 LEMOORE AUTO SUP		267.34	.00	OIL FILTERS
TOTAL						.00	468.68	.00	
4310									
	08/15/19	21		63366	2653 AMERIPRIDE		106.14	.00	UNIFORMS/TOWEL/MAT
	08/15/19	21		63366	2653 AMERIPRIDE		43.77	.00	UNIFORMS/TOWEL/MAT
	08/15/19	21		63366	2653 AMERIPRIDE		43.77	.00	UNIFORMS/TOWEL/MAT
TOTAL						.00	193.68	.00	
TOTAL					FIRE	.00	678.39	.00	

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EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM081619'
ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4224 - BUILDING INSPECTION

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
2 /20	08/15/19	21	9851	-01 63385	6713 INTERWEST	CONSUL	180.00	-180.00	PLAN CHECK BLANKET PO
2 /20	08/15/19	21	9851	-01 63385	6713 INTERWEST	CONSUL	210.00	-210.00	PLAN CHECK BLANKET PO
2 /20	08/15/19	21	9851	-01 63385	6713 INTERWEST	CONSUL	240.00	-240.00	PLAN CHECK BLANKET PO
2 /20	08/15/19	21	9851	-01 63385	6713 INTERWEST	CONSUL	360.00	-360.00	PLAN CHECK BLANKET PO
TOTAL						.00	990.00	-990.00	
TOTAL						.00	990.00	-990.00	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM081619'
ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4231 - STREETS

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4010									
2 /20	08/15/19	21		63387	T2376 KELLY WILKINSON		139.41	.00	BOOTS REIMBURSEMENT
TOTAL						.00	139.41	.00	
4220									
2 /20	08/15/19	21		63389	0252 KINGS AUTO SUPPL		15.54	.00	NAPA BAR CHN OIL GAL
TOTAL						.00	15.54	.00	
4230									
2 /20	08/15/19	21		63398	2138 NICK CHAMPI ENTE		50.64	.00	2-3/8' STRUCTURAL-CQ2
TOTAL						.00	50.64	.00	
4310									
2 /20	08/15/19	21		63366	2653 AMERIPRIDE		50.63	.00	UNIFORMS
2 /20	08/15/19	21		63366	2653 AMERIPRIDE		50.63	.00	UNIFORMS
2 /20	08/15/19	21		63366	2653 AMERIPRIDE		50.63	.00	UNIFORMS
2 /20	08/15/19	21		63366	2653 AMERIPRIDE		50.63	.00	UNIFORMS
2 /20	08/15/19	21		63366	2653 AMERIPRIDE		50.63	.00	UNIFORMS
TOTAL						.00	253.15	.00	
4340									
2 /20	08/15/19	21		63375	6685 DIRECTTV		9.90	.00	08/05/19 - 09/04/19
TOTAL						.00	9.90	.00	
TOTAL					STREETS	.00	468.64	.00	

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ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4241 - PARKS

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220			OPERATING	SUPPLIES					
2 /20	08/15/19	21		63364	6081 ALL AMERICAN POO		46.64	.00	8# TABS GLBS 3"
2 /20	08/15/19	21		63364	6081 ALL AMERICAN POO		34.32	.00	MURATIC ACID RETURNAB
2 /20	08/15/19	21		63364	6081 ALL AMERICAN POO		34.32	.00	MURATIC ACID RETURNAB
2 /20	08/15/19	21		63364	6081 ALL AMERICAN POO		34.32	.00	MURATIC ACID RETURNAB
2 /20	08/15/19	21		63364	6081 ALL AMERICAN POO		122.75	.00	SHAFT SEAL ASSEMBLY
TOTAL			OPERATING	SUPPLIES		.00	272.35	.00	
4310			PROFESSIONAL	CONTRACT SVC					
2 /20	08/15/19	21		63363	1259 ADVANCED PEST CO		85.00	.00	PEST CONTROL-19TH&CIN
2 /20	08/15/19	21		63366	2653 AMERIPRIDE		21.94	.00	UNIFORMS
2 /20	08/15/19	21		63366	2653 AMERIPRIDE		20.44	.00	UNIFORMS
2 /20	08/15/19	21		63366	2653 AMERIPRIDE		20.44	.00	UNIFORMS
2 /20	08/15/19	21		63366	2653 AMERIPRIDE		20.44	.00	UNIFORMS
2 /20	08/15/19	21		63366	2653 AMERIPRIDE		20.44	.00	UNIFORMS
TOTAL			PROFESSIONAL	CONTRACT SVC		.00	188.70	.00	
TOTAL			PARKS			.00	461.05	.00	

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ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4242 - RECREATION

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
	08/15/19	21		63404	5829 JONES BOYS, LLC		223.08	.00	PC61 TSHIRTS WITH COM
TOTAL						.00	223.08	.00	
4310									
	08/15/19	21		63394	7000 MARIA LOZA		213.00	.00	YOUTH INDOOR SOCCER
	08/15/19	21		63368	0040 LARRY AVILA		260.00	.00	YOUTH INDOOR SOCCER
	08/15/19	21		63406	6762 LUZ PULIDO		261.00	.00	YOUTH INDOOR SOCCER
	08/15/19	21		63414	7060 JUAN URBIETA		588.00	.00	BUILDING ATTENDANT
	08/15/19	21		63397	6946 MANUEL AGUINIGA		60.00	.00	YOUTH INDOOR SOCCER
	08/15/19	21		63378	6889 TOMI FORD		156.00	.00	RECREATION LEADER
	08/15/19	21		63373	6291 SANTIAGO COVARRU		165.00	.00	YOUTH INDOOR SOCCER
	08/15/19	21		63395	6410 JERONIMO LUCAS		165.00	.00	YOUTH INDOOR SOCCER
TOTAL						.00	1,868.00	.00	
TOTAL						.00	2,091.08	.00	

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ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4296 - INFORMATION TECHNOLOGY

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
2 /20	08/15/19	21		63413	5818 UNWIRED BROADBAN		210.00	.00	ASYMMETRICAL 21 MBPS
2 /20	08/15/19	21	9766	-01 63400	7070 PANTERRA NETWORK		1,533.15	-1,533.15	PHONE SYSTEM COST
TOTAL					PROFESSIONAL CONTRACT SVC	.00	1,743.15	-1,533.15	
TOTAL					INFORMATION TECHNOLOGY	.00	1,743.15	-1,533.15	

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ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4297 - HUMAN RESOURCES

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4360		TRAINING							
2 /20	08/15/19	21		63417	T812 MARY JANE VENEGA		243.60	.00	PER DIEM
TOTAL		TRAINING				.00	243.60	.00	
TOTAL		HUMAN RESOURCES				.00	243.60	.00	
TOTAL		GENERAL FUND				.00	8,772.84	-3,554.62	

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ACCOUNTING PERIOD: 2/20

FUND - 040 - FLEET MAINTENANCE
BUDGET UNIT - 4265 - FLEET MAINTENANCE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
2 /20	08/15/19	21		63389	0252 KINGS AUTO SUPPL		295.93	.00	OIL/AIR/ FUEL FILTERS
2 /20	08/15/19	21		63389	0252 KINGS AUTO SUPPL		326.00	.00	GLASS CLEANER/WASHER
2 /20	08/15/19	21		63389	0252 KINGS AUTO SUPPL		364.02	.00	OIL/FUEL FILTERS
2 /20	08/15/19	21		63389	0252 KINGS AUTO SUPPL		419.87	.00	OIL/AIR/FUEL FILTERS
2 /20	08/15/19	21		63389	0252 KINGS AUTO SUPPL		316.43	.00	AIR FILTERS
2 /20	08/15/19	21		63389	0252 KINGS AUTO SUPPL		107.59	.00	PENE OIL
2 /20	08/15/19	21		63389	0252 KINGS AUTO SUPPL		22.49	.00	PUR PWR CAR WASH GAL
2 /20	08/15/19	21		63389	0252 KINGS AUTO SUPPL		15.54	.00	OIL FILTER
2 /20	08/15/19	21		63389	0252 KINGS AUTO SUPPL		25.19	.00	WASHER NOZZLE
2 /20	08/15/19	21		63367	6145 AUTOZONE		44.98	.00	OIL FILTERS
2 /20	08/15/19	21		63389	0252 KINGS AUTO SUPPL		41.82	.00	LUBRICAT
2 /20	08/15/19	21		63389	0252 KINGS AUTO SUPPL		49.49	.00	HELICOIL
TOTAL					OPERATING SUPPLIES	.00	2,029.35	.00	
4220F					OPERATING SUPPLIES FUEL				
2 /20	08/15/19	21	9750 -01	63380	0068 GARY V. BURROWS,		11,193.80	-11,193.80	FUEL BLANKET PO
2 /20	08/15/19	21	9750 -01	63380	0068 GARY V. BURROWS,		14,187.58	-14,187.58	FUEL BLANKET PO
TOTAL					OPERATING SUPPLIES FUEL	.00	25,381.38	-25,381.38	
4230					REPAIR/MAINT SUPPLIES				
2 /20	08/15/19	21		63389	0252 KINGS AUTO SUPPL		58.44	.00	WINDSHIELD WASHER
2 /20	08/15/19	21		63416	0458 KELLER FORD LINC		52.06	.00	PIPE- FUEL FILLER
2 /20	08/15/19	21		63389	0252 KINGS AUTO SUPPL		53.25	.00	WHEEL-NUT/WHEEL BOLT
2 /20	08/15/19	21		63389	0252 KINGS AUTO SUPPL		41.81	.00	NAPA 5W20 5 QUART
2 /20	08/15/19	21		63389	0252 KINGS AUTO SUPPL		29.48	.00	DASH CTL/CORE DEPOSIT
2 /20	08/15/19	21		63399	6120 O'REILLY AUTO PA		33.15	.00	MICRO-V BELT
2 /20	08/15/19	21		63389	0252 KINGS AUTO SUPPL		34.08	.00	AIR/OIL/FUEL FILTERS
2 /20	08/15/19	21		63389	0252 KINGS AUTO SUPPL		45.54	.00	WIPER BLADES
2 /20	08/15/19	21		63389	0252 KINGS AUTO SUPPL		37.52	.00	22IN EXACTFIT-HBRD
2 /20	08/15/19	21		63389	0252 KINGS AUTO SUPPL		16.52	.00	V-BELT
2 /20	08/15/19	21		63389	0252 KINGS AUTO SUPPL		11.26	.00	CORE
2 /20	08/15/19	21		63389	0252 KINGS AUTO SUPPL		11.79	.00	FIL CAP
2 /20	08/15/19	21		63389	0252 KINGS AUTO SUPPL		-142.58	.00	T RD END
2 /20	08/15/19	21		63399	6120 O'REILLY AUTO PA		-53.63	.00	CORE RETURN
2 /20	08/15/19	21		63416	0458 KELLER FORD LINC		-52.06	.00	PIPE- FUEL FILLER
2 /20	08/15/19	21		63389	0252 KINGS AUTO SUPPL		1.63	.00	LOCKWASH
2 /20	08/15/19	21		63392	0314 LEMOORE AUTO SUP		108.05	.00	16G-16FJX/16M3KXREEL
2 /20	08/15/19	21		63399	6120 O'REILLY AUTO PA		144.27	.00	PWR STG PUMP/CORE CHR
2 /20	08/15/19	21		63392	0314 LEMOORE AUTO SUP		144.34	.00	16G-16FJX/16M3KXREEL
2 /20	08/15/19	21		63416	0458 KELLER FORD LINC		193.52	.00	BRACKET ENGINE FR
2 /20	08/15/19	21		63391	0286 LAWRENCE TRACTOR		93.45	.00	STARTER COVER WITH RE
2 /20	08/15/19	21		63392	0314 LEMOORE AUTO SUP		100.47	.00	16G-16FJX/16M3KXREEL
2 /20	08/15/19	21		63389	0252 KINGS AUTO SUPPL		444.06	.00	DRAG LINK/TIE ROD END
2 /20	08/15/19	21		63392	0314 LEMOORE AUTO SUP		201.35	.00	10G=8FJXSP/HY HOSE NP
2 /20	08/15/19	21		63392	0314 LEMOORE AUTO SUP		207.85	.00	HYDRAULIC HOSE-BULK
TOTAL					REPAIR/MAINT SUPPLIES	.00	1,815.62	.00	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM081619'
ACCOUNTING PERIOD: 2/20

FUND - 040 - FLEET MAINTENANCE
BUDGET UNIT - 4265 - FLEET MAINTENANCE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4230					REPAIR/MAINT SUPPLIES (cont'd)				
4310					PROFESSIONAL CONTRACT SVC				
2 /20	08/15/19	21		63366	2653 AMERIPRIDE		81.04	.00	UNIFORMS/TOWEL/MOP
2 /20	08/15/19	21		63366	2653 AMERIPRIDE		63.04	.00	UNIFORMS/TOWEL/MOP
2 /20	08/15/19	21		63366	2653 AMERIPRIDE		63.04	.00	UNIFORMS/TOWEL/MOP
2 /20	08/15/19	21		63366	2653 AMERIPRIDE		63.04	.00	UNIFORMS/TOWEL/MOP
2 /20	08/15/19	21		63366	2653 AMERIPRIDE		121.25	.00	UNIFORMS/TOWEL/MOP
TOTAL					PROFESSIONAL CONTRACT SVC	.00	391.41	.00	
4350					REPAIR/MAINT SERVICES				
2 /20	08/15/19	21		63392	0314 LEMOORE AUTO SUP		168.47	.00	HYDRAULIC HOSE-BULK
2 /20	08/15/19	21		63410	5701 TNT TOWING, LLC		450.00	.00	TOWING
2 /20	08/15/19	21		63369	0056 BILLINGSLEY TIRE		668.95	.00	DISMOUNT & MOUNT
2 /20	08/15/19	21		63369	0056 BILLINGSLEY TIRE		494.27	.00	GOOD 315/80R22.5 L G2
2 /20	08/15/19	21	9753	-01 63369	0056 BILLINGSLEY TIRE		20.00	-20.00	TIRE REPAIR/REPLACEMENT B
2 /20	08/15/19	21	9753	-01 63369	0056 BILLINGSLEY TIRE		35.00	-35.00	TIRE REPAIR/REPLACEMENT B
2 /20	08/15/19	21	9753	-01 63369	0056 BILLINGSLEY TIRE		65.00	-65.00	TIRE REPAIR/REPLACEMENT B
2 /20	08/15/19	21	9753	-01 63369	0056 BILLINGSLEY TIRE		79.95	-79.95	TIRE REPAIR/REPLACEMENT B
2 /20	08/15/19	21	9753	-01 63369	0056 BILLINGSLEY TIRE		493.38	-493.38	TIRE REPAIR/REPLACEMENT B
2 /20	08/15/19	21	9753	-01 63369	0056 BILLINGSLEY TIRE		538.97	-538.97	TIRE REPAIR/REPLACEMENT B
2 /20	08/15/19	21	9753	-01 63369	0056 BILLINGSLEY TIRE		538.97	-538.97	TIRE REPAIR/REPLACEMENT B
2 /20	08/15/19	21	9753	-01 63369	0056 BILLINGSLEY TIRE		605.84	-605.84	TIRE REPAIR/REPLACEMENT B
2 /20	08/15/19	21	9753	-01 63369	0056 BILLINGSLEY TIRE		821.50	-821.50	TIRE REPAIR/REPLACEMENT B
2 /20	08/15/19	21	9753	-01 63369	0056 BILLINGSLEY TIRE		988.54	-988.54	TIRE REPAIR/REPLACEMENT B
2 /20	08/15/19	21	9753	-01 63369	0056 BILLINGSLEY TIRE		1,021.03	-1,021.03	TIRE REPAIR/REPLACEMENT B
TOTAL					REPAIR/MAINT SERVICES	.00	6,989.87	-5,208.18	
TOTAL					FLEET MAINTENANCE	.00	36,607.63	-30,589.56	
TOTAL					FLEET MAINTENANCE	.00	36,607.63	-30,589.56	

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ACCOUNTING PERIOD: 2/20

FUND - 045 - GOLF COURSE - CITY
BUDGET UNIT - 4245 - GOLF COURSE-CITY

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4000P									
									COST OF REVENUE-PRO SHOP
2 /20	08/15/19	21	9800	-01 63409	6443 TAYLORMADE GOLF		1,233.76	-1,233.76	GOLF BALLS, EQUIPMENT, CA
2 /20	08/15/19	21	9801	-01 63370	6476 CALLAWAY		612.00	-612.00	GOLF BALLS, EQUIPMENT, CA
2 /20	08/15/19	21		63370	6476 CALLAWAY		312.00	.00	HW CG STRIPE MESH ADJ
2 /20	08/15/19	21		63409	6443 TAYLORMADE GOLF		227.90	.00	CUSTOM.M6FWY.M.LH.5
2 /20	08/15/19	21		63370	6476 CALLAWAY		117.00	.00	WG RH PM GRIND 19 CHR
TOTAL						.00	2,502.66	-1,845.76	
									COST OF REVENUE-PRO SHOP
4220M									
									OPERATING SUPPLIES MAINT.
2 /20	08/15/19	21		63419	6523 WEST VALLEY SUPP		75.04	.00	COMPRESION COUPLING
2 /20	08/15/19	21		63393	6526 LEMOORE AUTO SUP		85.69	.00	BEARING
2 /20	08/15/19	21		63391	0286 LAWRENCE TRACTOR		223.24	.00	BERING CONE/BEARINGCU
2 /20	08/15/19	21		63393	6526 LEMOORE AUTO SUP		2.18	.00	ROLL PINS
2 /20	08/15/19	21		63393	6526 LEMOORE AUTO SUP		8.28	.00	5/16-18 CAPSCREW
2 /20	08/15/19	21		63391	0286 LAWRENCE TRACTOR		55.60	.00	SCREW
TOTAL						.00	450.03	.00	
									OPERATING SUPPLIES MAINT.
4309									
									STAFFING/TOM RINGER
2 /20	08/15/19	21		63407	T1885 TOM RINGER		15,154.82	.00	EMPLOYEE PAYROLL
TOTAL						.00	15,154.82	.00	
									STAFFING/TOM RINGER
4340									
									UTILITIES
2 /20	08/15/19	21		63402	0363 PG&E		963.09	.00	06/28/19-07/29/19
TOTAL						.00	963.09	.00	
									UTILITIES
4382									
									LEASE PURCHASE
2 /20	08/15/19	21	9846	-01 63405	6447 PNC EQUIPMENT FI		4,491.03	-4,491.03	GOLF CART FLEET LEASE
TOTAL						.00	4,491.03	-4,491.03	
									LEASE PURCHASE
TOTAL						.00	23,561.63	-6,336.79	
									GOLF COURSE-CITY
TOTAL						.00	23,561.63	-6,336.79	
									GOLF COURSE - CITY

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ACCOUNTING PERIOD: 2/20

FUND - 050 - WATER
BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
2 /20	08/15/19	21		63404	5829 JONES BOYS, LLC		241.88	.00	T SHIRTS
2 /20	08/15/19	21		63392	0314 LEMOORE AUTO SUP		7.50	.00	BLASTER AIR TOOL COND
2 /20	08/15/19	21		63392	0314 LEMOORE AUTO SUP		16.03	.00	LIQUID GAUGE
TOTAL					OPERATING SUPPLIES	.00	265.41	.00	
4220CH					CHLORINE OPERATING SUPPLY				
2 /20	08/15/19	21	9830	-01 63412	6058 UNIVAR		1,014.28	-1,014.28	BLANKET PO 12.5% SODIUM H
2 /20	08/15/19	21	9830	-01 63412	6058 UNIVAR		1,312.12	-1,312.12	BLANKET PO 12.5% SODIUM H
2 /20	08/15/19	21	9830	-01 63412	6058 UNIVAR		1,411.40	-1,411.40	BLANKET PO 12.5% SODIUM H
TOTAL					CHLORINE OPERATING SUPPLY	.00	3,737.80	-3,737.80	
4230					REPAIR/MAINT SUPPLIES				
2 /20	08/15/19	21		63392	0314 LEMOORE AUTO SUP		17.15	.00	DEGREASER
2 /20	08/15/19	21		63392	0314 LEMOORE AUTO SUP		18.00	.00	COUPLER
2 /20	08/15/19	21		63392	0314 LEMOORE AUTO SUP		45.65	.00	STYLUS PRO BLUE/DBL
2 /20	08/15/19	21		63377	0188 FERGUSON ENTERPR		68.67	.00	2 RUB MTR GSKT
TOTAL					REPAIR/MAINT SUPPLIES	.00	149.47	.00	
4310					PROFESSIONAL CONTRACT SVC				
2 /20	08/15/19	21		63366	2653 AMERIPRIDE		61.83	.00	UNIFORMS
2 /20	08/15/19	21		63366	2653 AMERIPRIDE		61.83	.00	UNIFORMS
2 /20	08/15/19	21		63366	2653 AMERIPRIDE		68.33	.00	UNIFORMS
2 /20	08/15/19	21		63366	2653 AMERIPRIDE		100.83	.00	UNIFORMS
2 /20	08/15/19	21		63366	2653 AMERIPRIDE		1,031.25	.00	UNIFORMS
2 /20	08/15/19	21		63386	5784 KINGS COUNTY ENV		883.25	.00	41 CINN. OVERSIGHT
TOTAL					PROFESSIONAL CONTRACT SVC	.00	2,207.32	.00	
4340					UTILITIES				
2 /20	08/15/19	21		63403	6627 PG&E NON ENERGY		481.72	.00	ELECTRIC DISTRIBUTION
2 /20	08/15/19	21		63375	6685 DIRECTTV		9.90	.00	08/05/19 - 09/04/19
TOTAL					UTILITIES	.00	491.62	.00	
TOTAL					WATER	.00	6,851.62	-3,737.80	
TOTAL					WATER	.00	6,851.62	-3,737.80	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM081619'
ACCOUNTING PERIOD: 2/20

FUND - 056 - REFUSE
BUDGET UNIT - 4256 - REFUSE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4010									
2 /20	08/15/19			63371	T682 JOSE CARRILLO		200.00	.00	BOOT REIMBURSEMENT
TOTAL						.00	200.00	.00	
4220									
2 /20	08/15/19			63379	6751 FURTADO WELDING		128.96	.00	BI MIX 75/25 LARGE K
TOTAL						.00	128.96	.00	
4230									
2 /20	08/15/19			63392	0314 LEMOORE AUTO SUP		40.65	.00	WOLF'S HEAD RED GREAS
TOTAL						.00	40.65	.00	
4310									
2 /20	08/15/19			63366	2653 AMERIPRIDE		186.09	.00	UNIFORMS
2 /20	08/15/19			63366	2653 AMERIPRIDE		70.06	.00	UNIFORMS
2 /20	08/15/19			63366	2653 AMERIPRIDE		70.06	.00	UNIFORMS
2 /20	08/15/19			63366	2653 AMERIPRIDE		305.76	.00	UNIFORMS
2 /20	08/15/19	21	9752	-01 63376	6869 WELLS FARGO BANK		700.80	-700.80	TEMP LABOR BLANKET PO
2 /20	08/15/19	21	9752	-01 63376	6869 WELLS FARGO BANK		700.80	-700.80	TEMP LABOR BLANKET PO
2 /20	08/15/19	21	9755	-01 63390	0234 KINGS WASTE AND		87,222.75	-87,222.75	MONTHLY TIPPING FEES
TOTAL						.00	89,256.32	-88,624.35	
4340									
2 /20	08/15/19			63375	6685 DIRECTTV		9.90	.00	08/05/19 - 09/04/19
TOTAL						.00	9.90	.00	
TOTAL						.00	89,635.83	-88,624.35	
TOTAL						.00	89,635.83	-88,624.35	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '300' and transact.batch='VM081619'
ACCOUNTING PERIOD: 2/20

FUND - 060 - SEWER& STORM WTR DRAINAGE
BUDGET UNIT - 4260 - SEWER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
2 /20	08/15/19	21		63381	0521 GRAINGER		29.38	.00	ENGRAVER, ELECTRIC
2 /20	08/15/19	21		63411	6049 UNISAFE, INC.		489.25	.00	GLOVES
TOTAL					OPERATING SUPPLIES	.00	518.63	.00	
4230					REPAIR/MAINT SUPPLIES				
2 /20	08/15/19	21		63383	0205 HELENA AGRI-ENT.		257.40	.00	ROUNDUP POWERMAX
2 /20	08/15/19	21		63381	0521 GRAINGER		78.15	.00	TUBE HOUSING
2 /20	08/15/19	21		63408	0428 STONEY'S SAND &		194.69	.00	RECYCLED BASE ROCK
2 /20	08/15/19	21		63392	0314 LEMOORE AUTO SUP		12.59	.00	CLOSE NIPPLE/HEX BUSH
2 /20	08/15/19	21		63389	0252 KINGS AUTO SUPPL		3.19	.00	SPRING
TOTAL					REPAIR/MAINT SUPPLIES	.00	546.02	.00	
4310					PROFESSIONAL CONTRACT SVC				
2 /20	08/15/19	21		63366	2653 AMERIPRIDE		58.47	.00	UNIFORMS
2 /20	08/15/19	21		63366	2653 AMERIPRIDE		53.97	.00	UNIFORMS
2 /20	08/15/19	21		63366	2653 AMERIPRIDE		53.97	.00	UNIFORMS/MAT
2 /20	08/15/19	21		63366	2653 AMERIPRIDE		78.12	.00	UNIFORMS
2 /20	08/15/19	21		63366	2653 AMERIPRIDE		92.62	.00	UNIFORMS/MAT
2 /20	08/15/19	21		63386	5784 KINGS COUNTY ENV		455.01	.00	41 CINN. OVERSIGHT
TOTAL					PROFESSIONAL CONTRACT SVC	.00	792.16	.00	
4340					UTILITIES				
2 /20	08/15/19	21		63375	6685 DIRECTTV		9.90	.00	08/05/19 - 09/04/19
TOTAL					UTILITIES	.00	9.90	.00	
4825					MACHINERY & EQUIPMENT				
2 /20	08/15/19	21	9822	-05 63384	7098 I MILLER PRECISI		1,300.00	-1,300.00	EXC-123-PH ACCU-SCOPE EXC
2 /20	08/15/19	21	9822	-06 63384	7098 I MILLER PRECISI		139.00	-139.00	2005-5M - 0.50X C-MOUNT A
2 /20	08/15/19	21	9822	-07 63384	7098 I MILLER PRECISI		950.00	-950.00	AU-300-HDA-EXCELIS HD LIT
2 /20	08/15/19	21	9822	-08 63384	7098 I MILLER PRECISI		173.20	-173.20	TAX
TOTAL					MACHINERY & EQUIPMENT	.00	2,562.20	-2,562.20	
TOTAL					SEWER	.00	4,428.91	-2,562.20	
TOTAL					SEWER& STORM WTR DRAINAGE	.00	4,428.91	-2,562.20	
TOTAL					REPORT	.00	169,858.46	-135,405.32	

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CITY OF LEMOORE
GENERAL LEDGER TRANSACTION ANALYSIS

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AUDIT311

SELECTION CRITERIA: account.acct between '2000' and '2999'AND transact.yr='20' and transact.batch='VM081619'
ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND

ACCOUNT	DATE	T/C	REFERENCE	VENDOR/PAYER	DEBIT	CREDIT	DESCRIPTION
2020			ACCOUNTS PAYABLE				
2 /20	08/15/19	21	63382	T2756 GUYOU CONSTRUCTION I		2.00	PERMIT#1905-122 REIMB
2 /20	08/15/19	21	63382	T2756 GUYOU CONSTRUCTION I		4.32	PERMIT#1905-122 REIMB
TOTAL			ACCOUNTS PAYABLE		.00	6.32	
2243			CALIF.BSASF. SB1473				
2 /20	08/15/19	21	63382	T2756 GUYOU CONSTRUCTION I	2.00		PERMIT#1905-122 REIMB
TOTAL			CALIF.BSASF. SB1473		2.00	.00	
2256			STRONG MOTION				
2 /20	08/15/19	21	63382	T2756 GUYOU CONSTRUCTION I	4.32		PERMIT#1905-122 REIMB
TOTAL			STRONG MOTION		4.32	.00	
TOTAL			GENERAL FUND		6.32	6.32	

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CITY OF LEMOORE
GENERAL LEDGER TRANSACTION ANALYSIS

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AUDIT311

SELECTION CRITERIA: account.acct between '2000' and '2999'AND transact.yr='20' and transact.batch='VM081619'
ACCOUNTING PERIOD: 2/20

FUND - 090 - TRUST & AGENCY

ACCOUNT	DATE	T/C	REFERENCE	VENDOR/PAYER	DEBIT	CREDIT	DESCRIPTION
2020			ACCOUNTS PAYABLE				
2 /20	08/15/19	21	63396	T2772 MARIA LUNA		250.00	REFUND-CANCEL CIVIC
TOTAL			ACCOUNTS PAYABLE		.00	250.00	
2300			CUSTOMER DEPOSITS				
2 /20	08/15/19	21	63396	T2772 MARIA LUNA	250.00		REFUND-CANCEL CIVIC
TOTAL			CUSTOMER DEPOSITS		250.00	.00	
TOTAL			TRUST & AGENCY		250.00	250.00	
TOTAL REPORT					256.32	256.32	

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CITY OF LEMOORE
REVENUE TRANSACTION ANALYSIS

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AUDIT31

SELECTION CRITERIA: transact.yr='20' and transact.account between '3000' and '3999' and transact.batch='VM081619'
ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND
BUDGET UNIT - 001 - GENERAL FUND

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
3040	BUILDING PERMITS						
2 /20	08/15/19	210	63382	T2756 GUYOU CONSTRUCTIO		-284.00	PERMIT#1905-122 REIMB
TOTAL	BUILDING PERMITS				.00	-284.00	.00
3625	CIVIC AUDITORIUM RENTAL						
2 /20	08/15/19	210	63401	T2773 TYREE PAREDES		-320.00	REFUND-CANCEL CIVIC
TOTAL	CIVIC AUDITORIUM RENTAL				.00	-320.00	.00
3630	GENERAL PLAN UPDATE FEE						
2 /20	08/15/19	210	63382	T2756 GUYOU CONSTRUCTIO		-26.60	PERMIT#1905-122 REIMB
TOTAL	GENERAL PLAN UPDATE FEE				.00	-26.60	.00
3635	TECHNOLOGY FEE						
2 /20	08/15/19	210	63382	T2756 GUYOU CONSTRUCTIO		-13.30	PERMIT#1905-122 REIMB
TOTAL	TECHNOLOGY FEE				.00	-13.30	.00
TOTAL	GENERAL FUND				.00	-643.90	.00
TOTAL	GENERAL FUND				.00	-643.90	.00
TOTAL REPORT					.00	-643.90	.00

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