

LEMOORE

CALIFORNIA

LEMOORE CITY COUNCIL  
COUNCIL CHAMBER  
429 C STREET  
January 17, 2023

## **MEETING AGENDA**

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

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### **5:30 p.m. CLOSED SESSION**

This item has been set aside for the City Council to meet in a closed session to discuss matters pursuant to Government Code Section 54956.9(d)(4). The City Attorney will provide an oral report regarding the Closed Session.

1. Government Code Section 54957.6  
Conference with Labor Negotiator  
Agency Designated Representatives: Mary Lerner, City Attorney and Michelle Speer, Assistant City Manager  
Employee Organizations: General Association of Service Employees, Lemoore Police Officers Association, Lemoore Police Sergeants Unit, Police Professional Services Bargaining Unit, and Unrepresented

### **ADJOURNMENT**

### **5:45 p.m. REGULAR SESSION**

- a. CALL TO ORDER
- b. INVOCATION
- c. PLEDGE OF ALLEGIANCE
- d. ROLL CALL
- f. AGENDA APPROVAL, ADDITIONS, AND/OR DELETIONS
- g. CLOSED SESSION REPORT

### **PUBLIC COMMENT**

**Public comment will be in accordance with the attached policy.** 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. The public will have an opportunity to comment on items on the agenda once the item has been called and the Mayor opens the item to the public.

### **CEREMONIAL / PRESENTATION – Section 1**

- 1-1 Retirement of Fire Chief German (Olson)

### **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 – January 3, 2023
- 3-2 Approval – Resolution 2023-03 – Authorizing Continued Use of Remote Teleconferencing Provisions (AB 361)
- 3-3 Approval – Agreement Extension with Labor Time for Temporary Staff
- 3-4 Approval – Administrative Policy 2023-01 – Surplus Property
- 3-5 Approval – Appointment of Lemoore Planning Commissioner
- 3-6 Approval – Appointment of Lemoore Parks and Recreation Commissioners
- 3-7 Approval – Budget Amendment – Parks and Recreation (4242)
- 3-8 Approval – Acceptance of Donations from Natural Healing Center and Approval of Budget Amendments, Amending Expenditures for Effected Departments

### PUBLIC HEARINGS – Section 4

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

- 4-1 Public Hearing – Resolution 2023-02, Approving the Disposition and Development Agreement between the City of Lemoore and AMG & Associates for the Sale and Development of City-Owned Surplus Land Located at the Southeast Corner of East D Street and Smith Avenue in the City of Lemoore (APNs 023-020-065 and 023-020-064) (Brandt)

### NEW BUSINESS – Section 5

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

No New Business.

### BRIEF CITY COUNCIL REPORTS AND REQUESTS – Section 6

- 6-1 City Council Reports / Requests

### ADJOURNMENT

#### Upcoming Council Meetings

- City Council Regular Meeting, Tuesday, February 7, 2023
- City Council Regular Meeting, Tuesday, February 21, 2023

Agendas for all City Council meetings are posted at least 72 hours prior to the meeting at the Council Chamber, 429 C Street and the Cinnamon Municipal Complex, 711 W. Cinnamon Drive. 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.

### PUBLIC NOTIFICATION

I, Marisa Avalos, City Clerk for the City of Lemoore, declare under penalty of perjury that I posted the above Regular City Council Agenda for the meeting of January 17, 2023 at Council Chamber, 429 C Street and Cinnamon Municipal Complex, 711 W. Cinnamon Drive, Lemoore, CA on January 13, 2023.

\_\_\_\_\_  
//s//  
Marisa Avalos, City Clerk

**CITY OF LEMOORE**  
**CITY COUNCIL REGULAR MEETING**  
**JANUARY 17, 2023 @ 5:30 p.m.**

All upcoming regular and special City Council meetings **will be open to members of the public on a first come, first served basis and via Zoom.** The meeting may be viewed through the following options:

- Join Zoom Meeting
- Please click the link below to join the webinar:
- <https://us06web.zoom.us/j/82553386118?pwd=VElocC9kcFJHTUV0OHpKT2cvK2puUT09>
- Meeting ID: 825 5338 6118
- Passcode: 163670
- Phone: +1 669 900 6833

The City will also provide links to streaming options on the City's website and on its Facebook page.

If you wish to make a general public comment or public comment on a particular item on the agenda, **participants may do so via Zoom during the meeting** or by **submitting public comments by e-mail to: [cityclerk@lemoore.com](mailto:cityclerk@lemoore.com)**. In the subject line of the e-mail, please state your name and the item you are commenting on. If you wish to submit a public comment on more than one agenda item, please send a separate e-mail for each item you are commenting on. Please be aware that written public comments, including your name, may become public information. Additional requirements for submitting public comments by e-mail are provided below.

**General Public Comments & Comments on City Council Business Items**

For general public comments and comments regarding specific City Council Business Items, public comments can be made via Zoom during the meeting or all public comments must be received by e-mail no later than 5:00 p.m. the day of the meeting. Comments received by this time will be read aloud by a staff member during the applicable agenda item, provided that such comments may be read within the normal three (3) minutes allotted to each speaker. Any portion of your comment extending past three (3) minutes may not be read aloud due to time restrictions. If a general public comment or comment on a business item is received after 5:00 p.m., efforts will be made to read your comment into the record. However, staff cannot guarantee that written comments received after 5:00 p.m. will be read. All written comments that are not read into the record will be made part of the meeting minutes, provided that such comments are received prior to the end of the City Council meeting.

**Public Hearings**

For public comment on a public hearing, all public comments must be received by the close of the public hearing period. All comments received by the close of the public hearing period will be read aloud by a staff member during the applicable agenda item, provided that such comments may be read within the normal three (3) minutes allotted to each speaker. Any portion of your

comment extending past three (3) minutes may not be read aloud due to time restrictions. If a comment on a public hearing item is received after the close of the public hearing, such comment will be made part of the meeting minutes, provided that such comment is received prior to the end of the meeting.

**\*PLEASE BE AWARE THAT ANY PUBLIC COMMENTS RECEIVED THAT DO NOT SPECIFY A PARTICULAR AGENDA ITEM WILL BE READ ALOUD DURING THE GENERAL PUBLIC COMMENT PORTION OF THE AGENDA.\***

The City thanks you for your cooperation in advance. Our community's health and safety is our highest priority.

**January 3, 2023 Minutes  
Lemoore City Council Meeting  
Regular Session Meeting**

**CALL TO ORDER:**

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

**ROLL CALL:** Mayor: MATTHEWS  
Mayor Pro Tem: GORNICK (arrived at 5:48 p.m.)  
Council Members: CHANEY, LYONS, ORTH

City Staff and contract employees present: City Manager Olson; City Attorney Lerner; Public Works Director Rivera; Police Chief Kendall, Management Analyst Baley; Community Services Manager Greenlee; Maintenance Worker Miller; Recreation Coordinator Soto; Recreation Coordinator Upadhyay; Fire Chief German; Management Analyst Reeder; Maintenance Coordinator Machado; City Clerk Avalos.

**AGENDA APPROVAL, ADDITIONS, AND/OR DELETIONS**

*No agenda additions or deletions.*

**PUBLIC COMMENT**

*Tom Reed wished everyone a Happy New Year. He thanked Mr. Lyons for his service as Mayor. He did an outstanding job. Wished good luck to Mayor Matthews.*

*Alex Walker wished everyone a Happy New Year. He thinks it's a great opportunity for the City to be more accessible to the public. It is also a great opportunity for Council Members to walk their districts to identify areas of improvement.*

**CEREMONIAL / PRESENTATION – Section 1**

*No Ceremonies or Presentations.*

**DEPARTMENT AND CITY MANAGER REPORTS – Section 2**

*Police Chief Kendall wished the Council a Happy New Year. Compiling stats for 2022. Annual report will be coming to Council in the next couple of months. Overall calls for service were down by 547 which allowed proactivity by officers. Increased traffic stops by 951. Total reports generated were up by 627. Felony arrests were up by 8 and Misdemeanor arrests were up by 204. There were 60 more arrests for driving without a license and 50 more DUI arrests. Citations were also up by 678. This is the first year without a homicide since 2018.*

*City Manager Olson informed Council that multiple staff from Public Works is out sick and at jury duty. He welcomed everyone to the New Year. A lot of good things happening with economic development. New businesses coming to town. He will be out on vacation January 12<sup>th</sup> through January 18<sup>th</sup>. Assistant City Manager Speer will be in attending the next Council meeting.*

### CONSENT CALENDAR – Section 3

- 3-1 Approval – Minutes – Regular Meeting – December 6, 2022
- 3-2 Approval – Resolution 2023-01 – Authorizing Continued Use of Remote Teleconferencing Provisions (AB 361)
- 3-3 Approval – Notice of Completion – CIP 5021 – Lemoore Youth Sports Complex Shade Structures Project
- 3-4 Approval – Notice of Completion – CIP 5032 – Citywide School Safety Maintenance Project

*Item 3-2 and 3-3 were pulled for separate consideration.*

*Motion by Council Member Orth, seconded by Council Member Lyons, to approve the Consent Calendar, except items 3-2 and 3-4.*

*Ayes: Orth, Lyons, Chaney, Matthews*  
*Absent: Gornick*

- 3-2 Approval – Resolution 2023-01 – Authorizing Continued Use of Remote Teleconferencing Provisions (AB 361)

*Motion by Council Member Orth, seconded by Council Member Lyons, to approve Resolution 2023-01, Authorizing Continued Use of Remote Teleconferencing.*

*Ayes: Orth, Lyons, Chaney, Matthews*  
*Absent: Gornick*

- 3-3 Approval – Notice of Completion – CIP 5021 – Lemoore Youth Sports Complex Shade Structures Project

*Motion by Council Member Orth, seconded by Council Member Lyons, to approve the Notice of Completion – CIP 5021 – Lemoore Youth Sports Complex Shade Structures Project.*

*Ayes: Orth, Lyons, Chaney, Matthews*  
*Absent: Gornick*

### PUBLIC HEARINGS – Section 4

- 4-1 Public Hearing – Resolution 2023-02, Approving the Disposition and Development Agreement between the City of Lemoore and AMG & Associates for the Sale and Development of City-Owned Surplus Land Located at the Southeast Corner of East D Street and Smith Avenue in the City of Lemoore (APNs 023-020-065 and 023-020-064) (Brandt)

*Public Hearing opened at: 6:02 p.m.*

*Spoke: Tom Reed*  
*Alex Walker*  
*Carolyn Cane*  
*Steve Brandt*  
*Don Siegel*  
*Bruce Polder*  
*Pamela Hansen*

Jeff Chedester  
Jacon Soroudi

Public Hearing closed at: 6:55 p.m.

*Motion by Council Member Gornick, seconded by Council Member Orth, to hold a special City Council Meeting on January 10<sup>th</sup> to consist of a Closed Session and to continue to Public Hearing at the next City Council meeting on January 17, 2023.*

*Ayes: Gornick, Orth, Chaney, Lyons, Matthews*

#### NEW BUSINESS – Section 5

*No New Business.*

#### BRIEF CITY COUNCIL REPORTS AND REQUESTS – Section 6

##### 6-1 City Council Reports / Requests

*Council Member Orth thanked all City staff for the hard work that they did during the holidays. Police has done a great job and kept crime low. Thanked everyone who worked on the housing project. Great conversation and information. Thanked the eight businesses who attended the Downtown Roundtable meeting on December 13<sup>th</sup>. Another meeting is scheduled for January 24<sup>th</sup>. He invited downtown business owners to attend.*

*Mayor Pro Matthews mentioned that KCAO's food distribution is scheduled for January 23<sup>rd</sup> at 8:00 a.m. Wreaths Across America is accepting donations for wreaths. Donations are being matched. This is the first time they will be covering Lemoore. Thanked the Lemoore Police Department. They do so much during December. She thanked them for letting her be apart of it.*

#### ADJOURNMENT

*At 7:00 p.m., Council adjourned.*

*Approved the 17<sup>th</sup> day of January 2023.*

APPROVED:

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Patricia Matthews, Mayor

ATTEST:

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Marisa Avalos, City Clerk



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## Staff Report

**Item No: 3-2**

**To:** Lemoore City Council  
**From:** Nathan Olson, City Manager  
**Date:** January 5, 2022 **Meeting Date:** January 17, 2023  
**Subject:** Resolution 2023-03 – Authorizing Continued Use of Remote Teleconferencing Provisions (AB 361)

### **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 Resolution 2023-03, Authorizing the City Manager, or designee, to Continue with Teleconferenced Public Meetings Pursuant to Assembly Bill 361.

### **Subject/Discussion:**

On September 16, 2021, the California legislature passed Assembly Bill (“AB”) 361, which amends Government Code, section 54953 and permits a local agency to use teleconferencing to conduct its meetings in any of the following circumstances: (A) the legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; (B) the legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or (C) the legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

In order for the City Council to use teleconferencing as allowed by AB 361 after October 1, 2021, it must first adopt findings in a resolution, allowing the City Council to conduct teleconferenced meetings for a period of thirty (30) days. The City Council made such findings on May 23, 2022. In addition, AB 361 requires the City make specified findings every 30 days thereafter. Such additional findings were made by the City Council on June 15, 2022, July 5, 2022, August 2, 2022, August 16, 2022, September 6, 2022, October 4, 2022, November 1, 2022, November 15, 2022, December 6, 2022 and January 3, 2023.

*“In God We Trust”*



**Financial Consideration(s):**

No substantial costs noted.

**Alternatives or Pros/Cons:**

Do not continue with virtual meetings.

**Commission/Board Recommendation:**

Not Applicable.

**Staff Recommendation:**

Staff recommends City Council approve Resolution 2023-03, Authorizing the City Manager to Continue with Teleconferenced Public Meetings Pursuant to Assembly Bill 361.

**Attachments:**

☒ Resolution: 2023-03

☐ Ordinance:

☐ Map

☐ Contract

☐ Other

List:

**Review:**

☒ Asst. City Manager

☒ City Attorney

☒ City Clerk

☐ City Manager

☒ Finance

**Date:**

01/12/2023

01/13/2023

01/13/2023

01/12/2023

**RESOLUTION NO. 2023-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE AUTHORIZING  
CONTINUED USE OF REMOTE TELECONFERENCING PROVISIONS (AB 361)**

**WHEREAS**, the City Council of the City of Lemoore (“City Council”) is committed to open and transparent government, and full compliance with the Ralph M. Brown Act (“Brown Act”); and

**WHEREAS**, the Brown Act generally requires that a public agency take certain actions in order to use teleconferencing to attend a public meeting virtually; and

**WHEREAS**, the City Council recognizes that a local emergency persists due to the worldwide COVID-19 pandemic; and

**WHEREAS**, the California Legislature has recognized the ongoing state of emergency due to the COVID-19 pandemic and has responded by creating an additional means for public meetings to be held via teleconference (inclusive of internet-based virtual meetings); and

**WHEREAS**, on September 16, 2021, the California legislature passed Assembly Bill (“AB”) 361, which amends Government Code, section 54953 and permits a local agency to use teleconferencing to conduct its meetings in any of the following circumstances: (A) the legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; (B) the legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or (C) the legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

**WHEREAS**, in order for the City Council to use teleconferencing as allowed by AB 361 after October 1, 2021, it must first adopt findings in a resolution, allowing the City Council to conduct teleconferenced meetings for a period of thirty (30) days. Such adoption occurred by the City Council on May 23, 2022; and

**WHEREAS**, AB 361 requires the City make specified findings every 30 days thereafter; and

**WHEREAS**, such additional findings were made by the City Council on May 23, 2022, June 15, 2022, July 5, 2022, August 2, 2022, August 16, 2022, September 6, 2022, October 4, 2022, November 1, 2022, November 15, 2022, December 6, 2022, and January 3, 2023 with the approval of Resolutions No. 2022-22, 2022-25, 2022-29, 2022-33, 2022-34, 2022-35, 2022-37, 2022-39, 2022-40, 2022-41, and 2023-01; and

**WHEREAS**, Governor Gavin Newsom declared a state of emergency for the State of California due to the COVID-19 pandemic in his order entitled “Proclamation of a State of Emergency,” signed March 4, 2020; and/or

**WHEREAS**, the California Occupational and Safety Health Administration (OSHA) continues to recommend certain social distancing requirements, as described in detail in California Code of Regulations Title 8, section 3205 Covid Prevention; and/or

**WHEREAS**, the County of Kings Department of Public Health in its August 28, 2021 press release urged “...everyone to physical distance themselves from others...” and further recommends as a “very effective” step that people can take: “Stay in your home as much as possible. The only exceptions should be for getting food and/or necessary household supplies, medications and medical treatments.”

**WHEREAS**, the City Council hereby finds that the state and local emergencies have caused and will continue to cause imminent risks to the health or safety of attendees; and

**WHEREAS**, the City Council is conducting its meetings through the use of telephonic and internet-based services so that members of the public may observe and participate in meetings and offer public comment.

**NOW THEREFORE, BE IT RESOLVED**, that the recitals set forth above are true and correct and fully incorporated into this Resolution by reference.

**BE IT FURTHER RESOLVED**, that the City Council is conducting meetings during a state of emergency and OSHA recommends measures to promote social distancing; and/or

**BE IT FURTHER RESOLVED**, that the City Council has determined that given the state of emergency, holding in-person only meetings would present imminent risks to the health or safety of attendees.

**BE IT FURTHER RESOLVED**, that the actions taken by the City Council through this resolution shall be applied to all City committees governed by the Brown Act unless otherwise desired by that committee.

**BE IT FURTHER RESOLVED**, the City Council authorizes the City Manager or their designee(s) to take all actions necessary to continue to conduct City Council meetings in accordance with Government Code section 54953(e) and all other applicable provisions of the Brown Act, using teleconferencing for a period of thirty (30) days from the adoption of this Resolution after which the City Council will again reconsider the circumstances of the state of emergency.

**PASSED AND ADOPTED** by the Lemoore City Council on this 17<sup>th</sup> day of January 2023,  
by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

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Marisa Avalos  
City Clerk

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Patricia Matthews  
Mayor



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## Staff Report

**Item No: 3-3**

**To: Lemoore City Council**

**From: Frank Rivera, Public Works Director.**

**Date: January 6, 2023**

**Meeting Date: January 17, 2023**

**Subject: Agreement Extension with Labor Time for Temporary Staff**

**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 checked="" type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> Not Applicable            |

**Proposed Motion:**

Approve the agreement extension with Labor Time for Temporary staff and authorize the City Manager, or designee, to execute any necessary documents.

**Subject/Discussion:**

In an attempt to reduce cost with upcoming projects and tasks, the City is requesting to extend the agreement with Labor Time for an additional 6 weeks. Labor Time staff has currently been completing various tasks in the Water Division for 10 weeks. Tasks and projects being completed by the temporary staff include solar fields clean up, corrosive repairs at well sites, and other miscellaneous tasks. The city is currently in an agreement with Specialized Utility Services Program (SUSP) for City Water operations, however the tasks being completed by Labor Time are not included in SUSP's scope of work.

**Financial Consideration (s):**

The current 10 week agreement totaled \$48,472.08 in cost for services. The additional 6 weeks will cost \$29,523.60. The total 16 week agreement will be \$77,995.60. These services will be paid through the Water Division..

**Alternatives or Pros/Cons:**

**Pros:**

- Additional support in the Water division to assist with projects and tasks.

*"In God We Trust"*

Cons:

- None noted.

Alternative:

- Council could reject the request and rejection would result in outsourcing certain tasks at a higher rate.

**Commission/Board Recommendation:**

Not Applicable.

**Staff Recommendation:**

Staff recommends Council approve the agreement extension with Labor Time for Temporary staff in the amount of \$29,523.60 and approve the City Manager, or designee, to execute any necessary documents.

**Attachments:**

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

**Review:**

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

**Date:**

- 01/12/2023
- 01/13/2023
- 01/13/2023
- 
- 01/12/2023



## **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 LaborTime INC. ("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 obtain services for the facilitation of economic development opportunities and for the pursuit of Temporary Labor, as further set forth in the proposals from Consultant attached as **Exhibit A** ("Proposal") and incorporated herein by reference ("Services"). 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 the Recitals.
- 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 and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Consultant's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees or subcontractors, any claim or right of action against City.



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

6. Identity of Subcontractors and Sub-Consultants. No subcontractors shall be used. No subcontractors shall be used regardless of any references to the same throughout this Agreement.

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. Consultant shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Consultant and its subcontractors 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 or its subcontractors, 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, employees and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors, 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, whether an employee or subcontractor, shall perform the Services under this Agreement. During the performance of the Services, Consultant shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission.

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 as set forth in **Exhibit A.**

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

NOW, THEREFORE, the City and Consultant have executed this Agreement on the date(s) set forth below,

CONSULTANT

By:   
DARRELL SMITH

Date: 9/22/2022

Party Identification and Contact Information:  
LaborTime INC  
1500 Enterprise Dr, Suite 107  
Lemoore, CA 93245

CITY OF LEMOORE

By:

Nathan Olson, City Manager

Date: 

City of Lemoore  
Attn: Nathan Olson, City Manager  
711 Cinnamon Dr.  
Lemoore, CA 93245  
(559) 924-6700

## **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, 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, 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.



## CONTRACT FOR SERVICES AGREEMENT

This is a contract for services agreement entered into by the City of Lemoore, and the Labor Time INC., P.O. Box 4925, Fresno, CA 93744.

The City of Lemoore hereby appoints Labor Time INC. for the services described under Designated Services. Labor Time INC. agrees to deliver the services and be paid according to the description under Scheduled Payment.

### Designated Services

Labor Time INC will provide six (5) employees for 8 hours per day, 5 days per week to perform general labor in the City of Lemoore. One (1) of the positions is designated as a working Crew Boss, which will be responsible for the direct supervision of employees and will report directly to a City of Lemoore designee. General Labor is described as classified under the City of Lemoore job description for the positions filled. Labor Time INC. is responsible for all workers comp insurance, payroll taxes, workers comp insurance claims, and any and all payroll related expenses for our employees. The City is only responsible for the agreed upon rate.

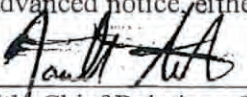
If Labor Time is not able to perform the above mentioned duties, Labor Time will inform the Client at least 24 hours in advance unless the reason is an emergency.

### Scheduled Payment

For the four (4) employees, the City of Lemoore will pay Labor Time INC. \$16.50 per hour plus 39% for a total of \$22.93 per hour for each hour worked by an employee. For the Working Crew Boss The City of Lemoore will pay Labor Time INC. \$180 per day, plus 39%. Overtime shall be compensated at time and a half the hourly rate consistent with U.S. Labor Law standards. The City of Lemoore will receive invoices on a weekly basis for services delivered. Payment is due upon receipt, but no longer than 30 days after receiving invoice. A penalty for late payment may be assessed based on the circumstances for delay of payment.

### Applicable Laws

This contract is governed by the laws of the County of Kings in the state of California and any applicable federal laws. This contract can be terminated by either the Client or Provider with one-week advanced notice, either verbally or written.

Signature:   
Darrell Smith, Chief Relations Officer  
Daniel C. Salas Harvesting INC

Date: 9-1-2022

Signature:   
City of Lemoore Representative

Date: 1/10/23





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## Staff Report

**Item No: 3-4**

**To: Lemoore City Council**

**From: Nathan Olson, City Manager**

**Date: January 9, 2023**

**Meeting Date: January 17, 2023**

**Subject: Administrative Policy 2023-01 – Surplus Property**

**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 type="checkbox"/> Not Applicable            |

**Proposed Motion:**

Approve the Administrative Policy 2023-01 regarding Surplus Property.

**Subject/Discussion:**

This policy sets forth general duties, responsibilities, and authority regarding the retention and disposition of surplus property. Classification of surplus property in this policy is as follows: departmental, general, computer equipment, vehicle and rolling stock and non-surplus.

If approved, the City will begin utilizing the policy to remove an abundance of surplus property at the Cinnamon Municipal Complex.

**Financial Consideration(s):**

This policy will reduce labor costs in the asset disposal process.

**Alternatives or Pros/Cons:**

**Pros:**

- Additional avenues to maximize resale value of surplus assets.

**Cons:**

- None noted.

**Commission/Board Recommendation:**

Not Applicable.

**Staff Recommendation:**

Staff recommends approval of the Administrative Policy 2023-01 regarding Surplus Property.

**Attachments:**

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

List: Administrative Policy 2023-01

**Review:**

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

**Date:**

01/12/2023  
01/13/2023  
01/13/2023  
  
01/12/2023



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## **Administrative Policy 2023-01:**

### **SURPLUS PROPERTY**

#### **PURPOSE:**

This Policy sets forth general duties, responsibilities, and authority regarding the retention and disposition of surplus property. Grant Funded programs may have assets with separate retention and disposition requirements unique to their departments and subject to other guidelines not addressed in this Policy.

#### **CLASSIFICATION OF SURPLUS PROPERTY:**

- A. **Departmental Surplus** is property that is no longer required by the responsible department, but may be useful to another department.
- B. **General Surplus** is property that is no longer required by the responsible department and in all probability cannot be used by another department.
- C. **Computer Equipment Surplus** is property determined by the Information Technology Department to be obsolete and no longer useful to City of Lemoore.
- D. **Vehicle and Rolling Stock Surplus** is property determined by Public Works or Fire Department, as applicable, to be obsolete and no longer useful to City of Lemoore.
- E. **Non-Surplus** is property that is non-functional and valued under \$1,000, or no longer required, cannot be reused, and is considered non-sensitive assets. Non-sensitive assets include, but are not limited to, staplers, footrests, desktop organizers, calculators, and other small furnishings. These items are subject to the limitations specified in the Disposal of Property section below. These items are to be disposed of at the departmental level and are not to be sent to the warehouse for disposal.

#### **PLAN FOR DEPARTMENT NOTIFICATION OF DEPARTMENTAL SURPLUS**

- A. Each Department Head shall be familiar with the department's current assets and future requirements for fixed assets
- B. In order to communicate the availability of surplus property, each Department Head shall e-mail the Fleet Division a detailed list of property designated as surplus at the time it is

declared surplus. The originating Department shall establish the length of time that the property being advertised will remain available for transfer.

1. Departments with the potential need for the listed items shall coordinate with the Fleet Division to select a time to view items while they are intact and at their current location.
2. Items will be awarded in the order requests are received.
3. The “Asset Disposal / Transfer Form” must be completed by the Department Head prior to or at the time of transfer. One copy of the completed form shall be sent to the Fleet Division, one copy retained by the transferring department, and one copy provided to the receipting department.

#### **TRANSFER OF PROPERTY, EXCLUDING SURPLUS COMPUTER EQUIPMENT, VEHICLES AND ROLLING STOCK**

- A. When a department has property that it no longer needs and no other department has indicated a need for the property, or when the property is proposed to be traded-in on a new piece of equipment, the Discharge of Asset Accountability portion of the “Surplus Property Form” must be completed and signed by the department head, or Department Surplus Property Coordinator. The Purchasing Manager or County Surplus Property Coordinator should be notified via email of the department’s intention to seek relief from the asset(s).
- B. Prior to physical movement of the property, the initiating department shall receive a signed copy of the Surplus Property Form from the Fleet Division. Only property designated Department Surplus or General Surplus will be considered for storage.

#### **TRANSFER OF COMPUTER EQUIPMENT SURPLUS**

- A. The Information Technology Division will coordinate the movement of Computer Equipment declared surplus to ITD. As needed, ITD will perform cleansing to remove any City of Lemoore data or information.
- B. After preparation for disposal, ITD will arrange for the movement of the assets to the warehouse or transfer to a third party.

#### **TRANSFER OF SURPLUS VEHICLES AND ROLLING STOCK**

- A. Departments will request approval from the City Manager and the Fleet Division for the disposition of all surplus vehicles and rolling stock.
- B. Generally, the assets will either be traded-in or sold at public auction.
- C. The Fleet Division, as appropriate, will be responsible for the transportation and sale arrangements of the assets.
- D. Department Heads will be responsible to adjust their inventory and report the changes to the Department of Finance.

## **STORAGE OF PROPERTY**

- A. Property transferred to the Cinnamon Municipal Complex (CMC) shall be placed under the immediate control of the Fleet Division for safekeeping and control. Fleet shall maintain a current inventory list.

## **DISPOSAL OF PROPERTY**

Disposal of property may only be authorized by the City Manager or Fleet Division.

- A. **City Manager Authorization** – The City Manager alone shall determine whether to dispose of City property which has a scrap value of \$1,000 or more. If after a reasonable period of time it appears that property so valued and under the control of the Fleet Division cannot be used by the City, the Fleet Division shall submit an Asset Disposal Form. Following approval to dispose of such property, the Fleet Division shall proceed with disposal resulting in the highest possible return of scrap value.

The City Manager shall have approval authority for the disposition of all surplus vehicles and rolling stock.

- B. **Fleet Division Responsibility** – Property that has a scrap value of less than \$5,000 and which cannot be used by the City may be disposed of by the Fleet Division using methods and procedures which returns the greatest value to the City or the lowest possible cost. Disposal, if determined to be economically advantageous, may include donating the property to a non-profit entity for their pick-up and use. Generally property donated, and later determined to be of no use to party donated to, and with a potential resale value, it shall be stipulated in the donation agreement that property is to be donated back to the City for sale.
- C. **Limitations** - Except for the Fleet Division, as prescribed in this section, no department head or employee shall under any circumstance, sell, give away, or exchange City property, without specific directive from the City Manager. This refers to operating equipment, office furniture, and any other tangible property belonging to the County.
- D. **Donating County General Surplus** – Donations of General Surplus property to local non-profits shall be at the sole discretion of the City Manager, considering the thresholds listed in VIII A and B above.

## **RENTAL OR LOAN PROVISIONS**

The rental or loan of City property, either real or personal, to persons other than as directed by the City Manager is prohibited.

## **TRADE-INS**

When property disposal involves trade-in, the procedures for disposal shall be the same as other property, as listed in Section “Disposal of Property”.



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## Staff Report

**Item No: 3-5**

**To: Lemoore City Council**

**From: Marisa Avalos, City Clerk / Executive Assistant**

**Date: January 5, 2023**

**Meeting Date: January 17, 2023**

**Subject: Appointment of Lemoore Planning Commissioner**

**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 the appointments/re-appointments to the Planning Commission, as recommended by Mayor Matthews.

**Subject/Discussion:**

The Planning Commission currently has one vacancy as of December 31, 2022. The vacancy was posted at City Hall, Cinnamon Municipal Complex, and the City website. Two applications were received. The applicants are:

Bob Clement  
Richard Jacobs

Mayor Matthews is recommending re-appointment of Mr. Clement.

Concurrence of at least two Council Members is required for the appointments to be official.

**Financial Consideration(s):**

None. The appointments are volunteer positions.

*"In God We Trust"*

**Alternatives or Pros/Cons:**

**Pros:**

- Fills vacancies on the Planning Commission

**Cons:**

- None noted.

**Alternative:**

- Council could choose to discuss other applicants for appointment.

**Commission/Board Recommendation:**

Not applicable.

**Staff Recommendation:**

No recommendation.

**Attachments:**

☐ Resolution:

☐ Ordinance:

☐ Map

☐ Contract

☒ Other

List: Applications

**Review:**

☒ Asst. City Manager

☒ City Attorney

☒ City Clerk

☐ City Manager

☒ Finance

**Date:**

01/12/2023

01/13/2023

01/13/2023

01/12/2023





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Office of the City Manager

## APPLICATION FOR PUBLIC SERVICE APPOINTMENT

TO A MUNICIPAL BOARD /COMMISSION/COMMITTEE/ADVISORY TASK FORCE

Bob Clement

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone# \_\_\_\_\_

E-mail address \_\_\_\_\_

Cell # \_\_\_\_\_

N/A

Business Name \_\_\_\_\_

Business Address \_\_\_\_\_

Position Held \_\_\_\_\_

Business Phone # \_\_\_\_\_

How long have you resided in Lemoore 75 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 \_\_\_\_\_ ☐ Downtown Merchants Advisory Committee

What are your principle areas of interest in our City government:

Continued support of Police and Fire departments

Continued quality and smart growth of single and multi family housing developments

Additional growth of recreation facilities for all ages throughout the city

Attract new business in downtown and throughout the city

Collaboration with K-12 and community college officials for planned future growth

Smart Planning and recruit businesses to be able to expand the city industrial park

List education, training or special knowledge which might be relevant to this appointment:

Lemoore High School Graduate - Diploma

West Hills College Coalinga Graduate - AA Degree (intercollegiate Baseball)

Fresno State University Graduate - BA Degree, Teaching Credential (Baseball)

University of LaVerne - MA Degree, Administrative Credential

California League of Cities Convention attendance for many years

Frequent attendee at City of Lemoore Council meetings and study sessions

Support and attend various functions associated with the Parks and Recreation Dept



**Public Service Appointment Application**  
**Page 2**

List employment, membership in service or community organizations or volunteer work which might be relevant to this appointment:

Teacher, Coach, Administrator - Lemoore High School (1971-1999)  
Director of Athletics and Administrator - West Hills College Coalinga (1999-2007)  
Director of Athletics and Administrator - West Hills College Lemoore (2008 - 2012)  
St. Peter's Catholic Church - New Church Building Committee, Vice Chair (2001-2011)  
St. Peter's Catholic Church - Eucharistic Minister for Church and Home Bound (2016-2022)  
Lemoore High School - Oversight Bond Committee, Vice Chair (2012-2021)

Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates service.

City of Lemoore Planning Commissioner (1995-Present)  
Lemoore High School Foundation Board (2010-Present)  
Interview Committee - City of Lemoore Manager (2015)  
West Hills College District - Advisory Board Member (2014-2018)  
West Hills College, Chair - Hall of Fame Committee (2015-Present)  
Lemoore High School - Oversight Bond Committee, Vice Chair (2012-2021)

REMARKS: Please indicate any further information that will be of value regarding your appointment.

I have lived in the City of Lemoore my entire life and have seen first hand a small town of 3000 residents grow to a current population approaching 30,000. With current growth estimate, smart planning is essential to provide current and future inhabitants comfortable and well planned housing. Other factors such as recreational facilities, commercial planning, traffic patterns, and downtown renovation of current businesses and new business will need to be planned. Also, smart growth is an essential piece to make Lemoore a great place to live. In conclusion, as a life resident along with being a 27 year member of the Lemoore Planning Commission, I will continue to do my best to make Lemoore a great place to live now and in the future.

Bob Clement

November 21, 2022

Name \_\_\_\_\_  
(Please print)

Date \_\_\_\_\_

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 RICHARD E JACOBS

Address [REDACTED] Telephone# [REDACTED]

E-mail address [REDACTED] Cel [REDACTED]

Business Name RE JACOBS CONSTRUCTION

Business Address 15580 17th AVE

Position Held OWNER Business Phone # 559-904-9179

How long have you resided in Lemoore 55 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        ☒ Downtown Merchants Advisory Committee

What are your principle areas of interest in our City government:

HELPING TO CONTINUE TO IMPROVE THE CITY  
OF LEMOORE

List education, training or special knowledge which might be relevant to this appointment:

LHS, West Hills, General Contractor, Business

Public Service Appointment Application  
Page 2

List employment, membership in service or community organizations or volunteer work which might be relevant to this appointment:

35 yrs Bush Construction, Volunteer  
Leimeroe 4-H, and FFA

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.

Work well with groups, Long term planning,  
Understand Business

Name Richard E Jacobs  
(Please print)

Date 12-7-22

Signature \_\_\_\_\_





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## Staff Report

**Item No: 3-6**

**To: Lemoore City Council**

**From: Marisa Avalos, City Clerk / Executive Assistant**

**Date: January 5, 2023**

**Meeting Date: January 17, 2023**

**Subject: Appointment of Lemoore Parks and Recreation Commissioners**

**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 the appointments/re-appointments to the Parks and Recreation Commission, as recommended by Mayor Matthews.

**Subject/Discussion:**

The Recreation Commission currently has three vacancies as of December 31, 2022. The vacancies were posted at City Hall, Cinnamon Municipal Complex, and the City website. Two applications were received. The applicants are:

Bill Wagiu  
Michael Paasch

Mayor Matthews is recommending re-appointment of Mr. Wagiu and Mr. Paasch.

Concurrence of at least two Council Members is required for the appointments to be official. The City will continuing recruiting to fill vacancies.

**Financial Consideration(s):**

None. The appointments are volunteer positions.

*"In God We Trust"*

**Alternatives or Pros/Cons:**

**Pros:**

- Fills vacancies on the Parks and Recreation Commission

**Cons:**

- None noted.

**Alternative:**

- Council could choose to discuss other applicants for appointment.

**Commission/Board Recommendation:**

Not applicable.

**Staff Recommendation:**

No recommendation.

**Attachments:**

☐ Resolution:

☐ Ordinance:

☐ Map

☐ Contract

☒ Other

List: Applications

**Review:**

☒ Asst. City Manager

☒ City Attorney

☒ City Clerk

☐ City Manager

☒ Finance

**Date:**

01/12/2023

01/13/2023

01/13/2023

01/12/2023





711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6744 • Fax (559) 924-9003  
Office of the City Manager

## APPLICATION FOR PUBLIC SERVICE APPOINTMENT

TO A MUNICIPAL BOARD /COMMISSION/COMMITTEE/ADVISORY TASK FORCE

Name Billy Wagiu  
Address [REDACTED] Telephone# [REDACTED]  
E-mail address [REDACTED] Cell # [REDACTED]  
Business Name N/A  
Business Address N/A  
Position Held N/A Business Phone # N/A  
How long have you resided in Lemoore 6 Mon 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        ☐ Downtown Merchants Advisory Committee

What are your principle areas of interest in our City government:

General interest in keeping the parks in the city of Lemoore clean, safe, and properly maintained.

List education, training or special knowledge which might be relevant to this appointment:

I have no specific education that will directly reflect this position, but am willing to provide my time and service. I have my undergrad in Health and Wellness and am currently working on my Master's in Healthcare administration.

**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 am active duty in the U.S. Navy. I am dedicated to service. Would like to utilize my available time with volunteer activities.

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.

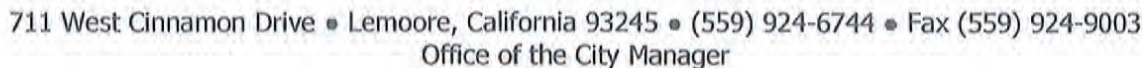
Just moved here due to being stationed at NAS Lemoore. Will be here until OCT2025.

Name Billy Wagiu  
(Please print)

Date 10DEC2022

Signature 





TO A MUNICIPAL BOARD /COMMISSION/COMMITTEE/ADVISORY TASK FORCE

40  
"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:

S. Lombardi & Associates - Advertising, Marketing & Public Relations. Served as Creative Director and writer, producer & director.  
KSBY-TV - Creative Services  
KKUS-FM - Radio Personality, Public Affairs Director  
KPRL-KDDB -Radio Personality, Talk Show Host, Play-By-Play Announcer  
WKTZ, Jacksonville, FLA -Director of News & Public Affairs, Radio Personality.  
WPDQ, Jacksonville, FLA - Radio Personality  
WJKS-TV -Voice Over Artist, Field Producer, Fill-in News Anchor

Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates service.

Gym Supervisor for Paso Robles Recreation Department & youth basketball referee.  
(sometime in the late 1980's) Head basketball coach for Flamson Middle School Girls,  
Paso Robles, youth baseball coach and volunteer batting practice coach at Paso Robles High School. (late 1980's & early 90's)

Member of the Paso Robles Parks & Recreation Advisory Board (mid 1980's) and Vice President of the Paso Adult Softball Organization (PASO) 2011-2020.  
Active Men's Softball player.

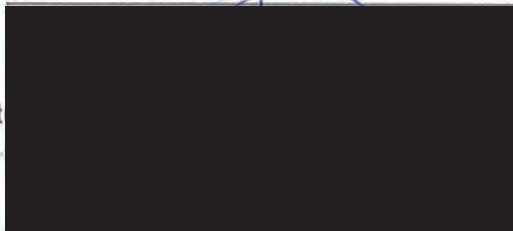
REMARKS: Please indicate any further information that will be of value regarding your appointment.

I have been involved in recreation programs as long as I can remember, starting with Little League baseball at age 8, boxing lessons through the Midvale, New Jersey Police Athletic League as a teen and nearly 20 years of Karate as an adult.  
Both of my sons and grand children - and now great grandchildren - benefit(ed) from taking advantage of city's recreation activities. Along with music and the arts, sports/recreation is vital to fostering and maintaining a healthy community.

Name **Michael Paasch**

Date **10/13/2022**

Signature

A large black rectangular box redacting the signature area.



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## Staff Report

**Item No: 3-7**

**To: Lemoore City Council**

**From: Nathan Olson, City Manager**

**Date: January 9, 2023**

**Meeting Date: January 17, 2023**

**Subject: Budget Amendment – Parks and Recreation (4242)**

**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 checked="" type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> Not Applicable            |

**Proposed Motion:**

Approve budget amendment in the amount of \$75,000 from the General Fund 001-(001-1010) to Parks and Recreation (4242-4310) Professional Services account and (4242-4220) Operating Supplies.

**Subject/Discussion:**

Staff is requesting a budget amendment in the amount of \$75,000 to fund events and programming in the Recreation Division.

\$75,000 will be used for upcoming programs and events such as youth indoor soccer, indoor basketball, Easter, Cinco de Mayo, and 4<sup>th</sup> of July events. However, the estimated revenues from registrations are expected to cover the cost of running new programming and events. The department has also hosted new successful programs and events such as Mini Kickers, Baby Ballers, Paint nights, Candy Crawl and Jingle and Mingle.

**Financial Consideration(s):**

The General Fund Reserves is necessary to cover \$75,000 in additional increases, however registration fees are expected to cover those costs.

**Alternatives or Pros/Cons:**

Alternative:

*“In God We Trust”*

- City Council can decide not to fund additional programming and events at this time.

**Commission/Board Recommendation:**

Not Applicable.

**Staff Recommendation:**

Staff recommends approval of the budget amendment in the amount of \$75,000 from the General Fund (001-1010) to Parks and Recreation (4242-4310) Professional Services account and (4242-4220) Operating Supplies.

**Attachments:**

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

List: Budget Amendment

**Review:**

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

**Date:**

01/12/2023  
01/13/2023  
01/13/2023  
01/09/2023  
01/12/2023



# CITY OF LEMOORE

## BUDGET AMENDMENT FORM

Date:	1/9/2023	Request By:	Nathan Olson
Requesting Department: Parks and Recreation			

### 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
001	001	1010		\$ (75,000.00)	\$ (75,000.00)

### TO:

Fund	Budget Unit	Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget
001	4242	4310	\$ 73,210.00	\$ 30,000.00	\$ 103,210.00
001	4242	4220	\$ 27,120.00	\$ 45,000.00	\$ 72,120.00

### JUSTIFICATION FOR CHANGE/FUNDING SOURCE:

To fund additional programming and events.

### APPROVALS:

Department Head:	Date:
City Manager:	1/9/2023
Completed By:	Date:



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## Staff Report

Item No: 3-8

**To:** Lemoore City Council

**From:** Nathan Olson, City Manager

**Date:** January 9, 2023

**Meeting Date:** January 17, 2023

**Subject:** Acceptance of Donations from Natural Healing Center and Approval of Budget Amendments, Amending Expenditures for Effected Departments

### 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 checked="" type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> Not Applicable            |

### Proposed Motion:

Accept the donations from Natural Healing Center (NHC) in the amount of \$14,500, as required by the Project Development Agreement (PDA) approved in October 2019 and authorize the City Manager, or designee, to execute budget amendments as presented.

### Subject/Discussion:

In October of 2019, the City of Lemoore and NHC entered into a Project Development Agreement.

Under section IV, Fees, E it is stated:

*In addition to the Revenue Raising Fee and the Annual License Fee, during each calendar year beginning 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.*

The donations provided are earmarked for the following:

Vets Hall Landscape	\$1,500
Boo Bash	\$2,000
Presents on Patrol	\$2,500
Christmas Events	\$5,000

Lemoore Senior Center	\$1,500
Sarah Mooney Museum	\$2,000

Staff is requesting increased expenditures for the associated departments/divisions in order to facilitate the events for which the donation was provided. Additionally, staff is seeking City Council approval to receive funds on behalf of the Lemoore Senior Center and Sarah A. Mooney Museum and subsequently issue checks to those entities. Although an uncommon practice, due to difficulties in receiving the donation check and the needs of both the Lemoore Senior Center and the Sarah A. Mooney Museum, allowing for this transaction will provide the most expeditious benefit to the community.

**Financial Consideration(s):**

Receipt of \$14,500.00 in donations, of which \$3,500 are to be distributed to other eligible entities in compliance with the PDA.

**Alternatives or Pros/Cons:**

City Council may decline to accept the donation check, for which other entities are apart, and the City can attempt to obtain another check.

**Commission/Board Recommendation:**

Not Applicable.

**Staff Recommendation:**

Staff recommends accepting the donations received and authorize the City Manager, or designee, to process the associated deposit of fund and budget amendments.

**Attachments:**

- ☐ Resolution:
  - ☐ Ordinance:
  - ☐ Map
  - ☐ Contract
  - ☒ Other
- List: Budget Amendment

**Review:**

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

**Date:**

- 01/12/2023
- 01/13/2023
- 01/13/2023
- 01/09/2023
- 01/12/2023





# CITY OF LEMOORE

## BUDGET AMENDMENT FORM

Date:	1/9/2023	Request By:	Nathan Olson
Requesting Department: Administration			

**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
001		1010		\$ (11,000.00)	\$ (11,000.00)

**TO:**

Fund	Budget Unit	Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget
001	4220	4350	\$ 48,000.00	\$ 1,500.00	\$ 49,500.00
121	4285	4220	\$ 15,000.00	\$ 2,500.00	\$ 17,500.00
001	4242	4220	\$ 27,120.00	\$ 7,000.00	\$ 34,120.00

**JUSTIFICATION FOR CHANGE/FUNDING SOURCE:**

Donation received from NHC.

**APPROVALS:**

Department Head:	Date:
City Manager:	1/9/2023
Completed By:	Date:





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## Staff Report

**Item No: 4-1**

**To:** Lemoore City Council  
**From:** Steve Brandt, City Planner  
**Date:** December 16, 2022 **Meeting Date:** January 17, 2022  
**Subject:** Resolution 2023-02, Approving the Disposition and Development Agreement between City of Lemoore and AMG & Associates for the Sale and Development of City-owned Surplus Land Located at the Southeast Corner of East D Street and Smith Avenue in the City of Lemoore (APNs 023-020-065 and 023-020-064)

### 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 checked="" type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> Not Applicable            |

### Proposed Motion:

Adopt Resolution No. 2023-02, approving the disposition and development agreement between the City of Lemoore and AMG & Associates, and authorizing the City Manager, or designee, to execute the disposition and development agreement and associated documents for the purpose of constructing affordable housing on the property.

### Subject/Discussion:

This vacant, City-owned property was originally purchased with monies meant for the development of affordable housing. The City Council adopted Resolution No. 2021-31 on December 7, 2021, to declare two parcels owned by the City of Lemoore as Surplus Land and authorized the City Manager to send surplus land notices of availability to all appropriate public agencies. This was the first step in a process to sell the city-owned property located on the southeast corner of East D Street and Smith Avenue (APNs 023-020-065 and 023-020-064). This action was a required step for the disposition of surplus properties owned by public agencies to make them available for development in

accordance with the Surplus Lands Act (SLA) in State law (Government Code Section 54221 et seq.).

On January 31, 2022, as part of the second step of the required process, the City provided notification to the CA Housing and Community Development Department (HCD) and local agencies of intent to sell the surplus property and in accordance with Government Code Section 54222, provided agencies 60 days from the date of the notification to submit letters of interest. Three letters were received during the 60-day period which ended March 31, 2022.

Per the SLA Guidelines, if a local agency disposing of the surplus land receives a timely notice of interest from a proper entity, then a 90-day good faith negotiation period begins. There were three affordable housing developers that submitted proposals to purchase the site and develop it with affordable housing. As part of this negotiation process, the City created a list of areas that one or more of the proposals may have been lacking information and sent a request for information letter to the three entities to assist in making the review as fair as possible. The proposals were then reviewed by a panel made up of the City Manager, Management Analyst, City Planner, and another QK team member familiar with HCD requirements. The proposals were reviewed for completeness and evaluated to determine which agency met the greatest number of affordability requirements (number of units, type of units, target group). Information also considered during the overall scoring process were type of financing, past performance, type of property acquisition, and City concessions requested.

The reviewing panel unanimously determined that AMG & Associates (AMG) proposed the greatest number of affordable units where at least 25% of the units will be affordable to lower income households (Government Code Section 54227) and scored AMG highest overall due in part to type of property acquisition offered and City financial concessions requested. Staff contacted AMG and began conducting verbal negotiations within the parameters of the SLA Guidelines during the remainder of the 90-day period.

At the end of the 90-day negotiation period, AMG requested a good faith letter so that their team could continue to move forward with negotiations. On June 6, 2022, the City Manager provided a letter of intent to negotiate to sell surplus property for an affordable housing project and a duly held meeting on October 4, 2022, the City Council adopted Resolution No. 2022-38 accepting AMG's offer for the sale and development of the surplus land and authorized the City Manager to enter escrow for sale of the property.

Staff have been working with AMG to finalize the timeline, site plan, and development agreement required to complete the sale of the property. AMG submitted an application and fees for major site plan review on October 14, 2022, and during a duly noticed public hearing held on November 14, 2022, the Planning Commission considered public comment for Major Site Plan Review No. 2022-05 to construct the affordable housing complex consisting of 108 residential units with a community building, laundry building, outdoor pool, tot lot, and dog park, with access from D Street and Oleander Avenue. Testimony was received during the public comment portion of the hearing from two neighboring property owners who expressed concern regarding the possibility of increased on-street parking and the lack of access from D Street to the east side of Oleander Avenue. Staff provided clarification and the Commission unanimously adopted

Planning Commission Resolution No. 2022-12, approving the site plan as submitted. The Commission also approved a determination that the project is exempt from further review under the California Environmental Quality Act (CEQA) based on Categorical Exemption Class 32 (CEQA Guidelines Section 15532),

City Council approval of the development agreement is the final step in the process prior to submittal of the disposition summary to the Department of Housing and Community Development HCD for acceptance for the sale and development of the Surplus Land and close of escrow.

**Financial Consideration(s):**

Financial concessions were not requested by the buyer. Sale of the surplus land to AMG will increase the Housing funds available for future projects. Additional funds are proposed to be available to the City for off-site sidewalk repair/installation and bike lanes that would otherwise rely on the City's CIP budget.

**Alternatives or Pros/Cons:**

**Pros:**

- Development of vacant land that is not suitable for the City's use.
- Increase to Housing funds for future projects and or assistance loans.
- Increase the number of affordable housing units as required by the State.
- Developer has constructed several successful affordable housing developments in Lemoore.
- Additional funds are proposed to be available for sidewalk and bike lane repair and infrastructure within a mile radius of the project site.

**Cons:**

- Negative perception of affordable housing.

**Commission/Board Recommendation:**

The Planning Commission approved Major Site Plan Review No. 2022-05, which included the site plan, floor plans, and elevation plans of the proposed project, and approved a determination that the project is exempt from further review under CEQA based on Categorical Exemption Class 32 (CEQA Guidelines Section 15532).

**Staff Recommendation:**

Staff recommends City Council adopt the resolution approved the DDA and authorizing the City Manager, or designee, to sign the DDA and associated documents to complete the sale of City owned surplus land for the purpose of constructing affordable housing.

**Attachments:**

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

**Review:**

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

**Date:**

12/27/2022  
12/28/2022  
12/28/2022  
01/13/2023  
01/12/2023

List: Disposition and Development Agreement for Approval

City Council Resolution No. 2021-31

Notice of Availability/Offer to Sell Surplus Property (January 31, 2022)

AMG & Associates Proposal Information

City Council Resolution No. 2022-38

Planning Commission Resolution No. 2022-12

Site Plan and Rendering

**RESOLUTION NO. 2023-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE  
APPROVING DISPOSITION AND DEVELOPMENT AGREEMENT  
BETWEEN CITY OF LEMOORE AND AMG & ASSOCIATES FOR THE SALE OF  
CITY OWNED SURPLUS LAND (APNS 023-020-065 AND 023-020-064)  
AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT  
AND ASSOCIATED DOCUMENTS FOR THE PURPOSE OF CONSTRUCTING  
AFFORDABLE HOUSING ON THE PROPERTY**

WHEREAS, the City of Lemoore (“City”) is the owner in fee simple of that certain real property located at the southeast corner of East D Street and Smith Avenue in the City of Lemoore (APNs 023-020-065 and 023-020-064) totaling 4.92 acres and shown on the vicinity map in Exhibit “A”, attached hereto and made a part hereof (“Property”); and

WHEREAS, in conformance with the Surplus Property Land Act, Government Code Sections 54220-54233 (“Act”), the City Council took formal action in a regular public meeting on December 7, 2021, declaring the that the Property is surplus and not necessary for the City’s use; and

WHEREAS, the City sent a written notice of availability of the Property to certain designated entities on January 31, 2022, and provided a 60-day response period, and

WHEREAS, the City received three proposals from three affordable housing developers for acquisition and development of the surplus land, and

WHEREAS, the City reviewed the proposals per Surplus Land Act Guidelines, and

WHEREAS, the City Council took formal action in a regular public meeting on October 7, 2022, accepting the AMG & Associates offer for the sale and development of the City owned Surplus Land, and

WHEREAS, a duly noticed public hearing was held during a regular meeting of the Planning Commission of the City of Lemoore on November 14, 2022, to consider public comment for Major Site Plan Review No. 2022-05, which formally proposed construction of an affordable housing apartment complex consisting of 108 residential units with a community building, laundry building, outdoor pool, tot lot, and dog park; and

WHEREAS, the Planning Commission took formal action in a regular public meeting on November 14, 2022, approving Major Site Plan Review No. 2022-05 and approved a determination that the project is exempt from further review under the California Environmental Quality Act (CEQA) based on Categorical Exemption Class 32 (CEQA Guidelines Section 15532), and

NOW, THEREFORE, BE IT RESOLVED, the City Council approves the disposition and development agreement between the City of Lemoore and AMG & Associates for the sale and development of the City owned Surplus Land.



BE IT FURTHER RESOLVED, the City Council of the City of Lemoore hereby authorizes the City Manager, or designee, to sign disposition and development agreement and associated documents for the purpose of constructing affordable housing on the Property.

Passed and adopted at a Regular Meeting of the City Council of the City of Lemoore held on January 17, 2023, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

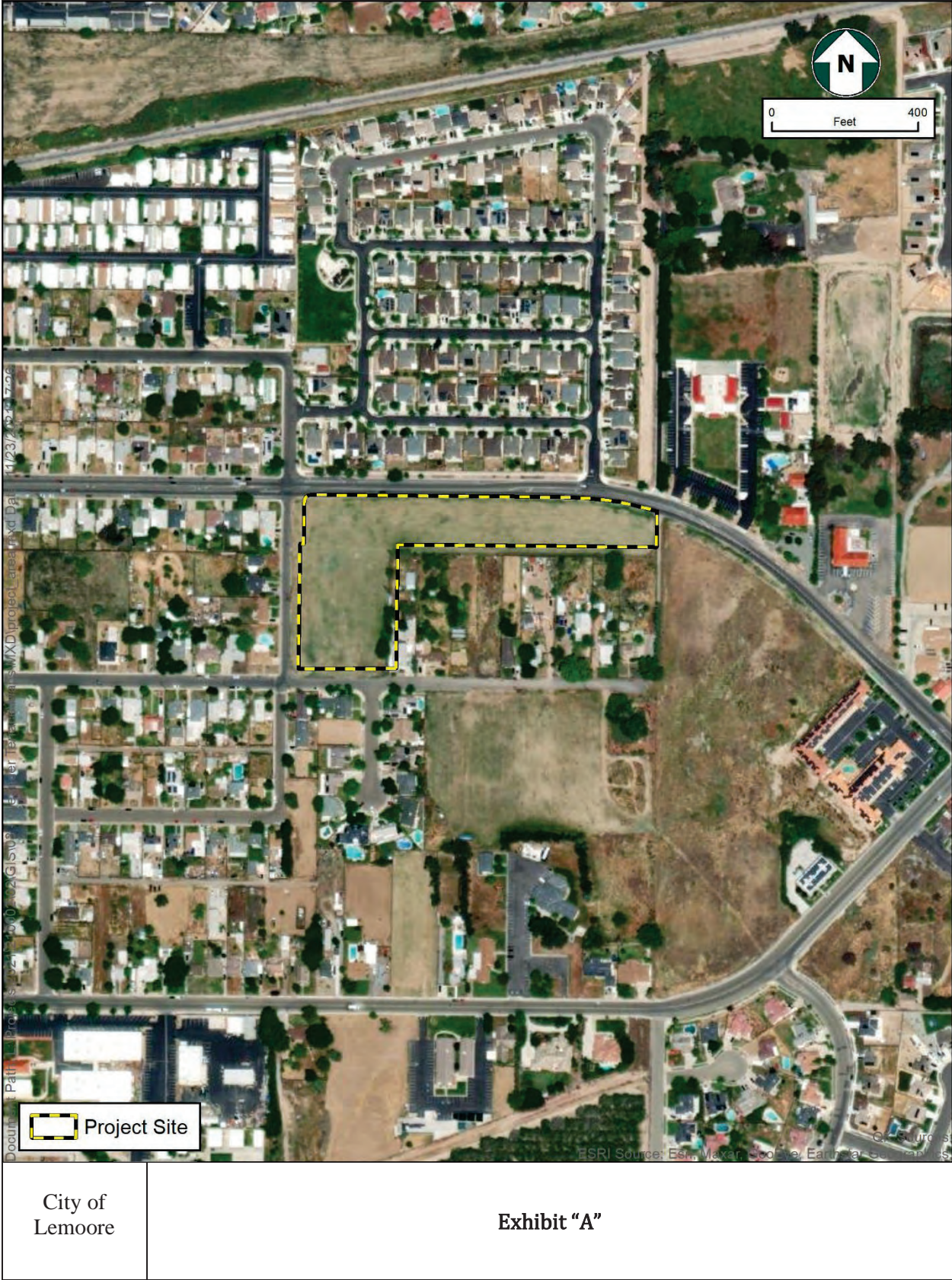
APPROVED:

---

Marisa Avalos  
City Clerk

---

Patricia Matthews  
Mayor



**RECORDED AT THE REQUEST OF AND  
WHEN RECORDED RETURN TO:**

City of Lemoore  
Community Development Department  
711 W. Cinnamon Drive  
Lemoore, CA 93245

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

This Agreement is recorded at the request and for the benefit of the City of Lemoore and is exempt from the payment of a recording fee pursuant to Government Code Section 6103.

CITY OF LEMOORE,  
a municipal corporation

By: \_\_\_\_\_  
Nathan Olson  
City Manager

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

**DISPOSITION AND DEVELOPMENT AGREEMENT**

By and Among

CITY OF LEMOORE  
a municipal corporation

and

AMG & ASSOCIATES, LLC

## Table of Contents

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## Exhibits

- A Legal Description of Property
- B Affordable Housing Covenants
- C Grant Deed
- D Development Schedule
- E Form of Certificate of Completion

DRAFT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into effective as of \_\_\_\_\_, 2023 (“**Effective Date**”) by and between the City of Lemoore, a California municipal corporation, (“**City**”) and AMG & Associates, a California limited liability company (“**Developer**”). City and Developer are hereinafter individually referred to as “**Party**” and collectively referred to as the “**Parties**.”

## RECITALS

A. There is a great demand for affordable rental homes, particularly for low and very low income citizens in Lemoore.

B. City desires to cause the development of up to one hundred eight (108) units of extremely low, very low, and low income family rental housing to include twelve (12) one-bedroom units, sixty (60) two-bedroom units, and thirty-six (36) three-bedroom units (“**Project**”).

C. City owns two (2) parcels of real property, identified as APN 023-020-064 (2.92 acres in size) and APN 023-020-065 (2 acres in size), located at the southeast corner of Smith Avenue and D Street, aggregating 4.92 acres (“**Property**”), and more particularly described in Exhibit A attached hereto and incorporated herein by this reference, to serve as the future site of the Project.

D. In accordance with the California Surplus Land Act, City made the Property available for sale and private development, and Developer expressed an interest in purchasing the Property to construct the Project as described more particularly in Section V.2, herein, and the Affordable Housing Covenants attached hereto as Exhibit B, which shall be executed substantially concurrently herewith and recorded against the Property.

E. Developer is an experienced residential developer and City has determined that development of the Property as the “Smith Avenue Family Apartments” are in the best interest of the City, the health, safety, and welfare of its residents, and will serve the public purpose in the City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

## ARTICLE I DEFINITIONS

**I.1. Definitions.** The following terms shall have the meanings set forth in the Sections referenced below whenever used in this Agreement and the Exhibits attached hereto. Additional terms are defined in the Recitals and the text of this Agreement.

- (a) “Affordable Housing Covenants” is defined Recital D.
- (b) “Certificate of Completion” is defined in Section V.15.
- (c) “City” is defined in the Preamble.
- (d) “Claims” is defined as liability, loss, cost, expense (including without limitation attorneys’ fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage that arises as a result of the actions of Developer or City or any of the agents of the foregoing in relation to and in the reasonable scope of this Project.
- (e) “Conditions of Approval” is defined in Section V.2.
- (f) “Construction Plans” is defined in Section V.8.
- (g) “Developer” is defined in the Preamble.
- (h) “Environmental Laws” is defined in Section IX.6.
- (i) “Hazardous Materials” is defined in Section IX.5.
- (j) “Improvements” is defined in Section V.2.
- (k) “Indemnitees” is defined as City and its respective elected and appointed officers, officials, employees, agents, consultants, and contractors.
- (l) “Official Records” means the official records of Kings County, as maintained by the Kings County Clerk/Recorder’s Office.
- (m) “Project” is defined in Recital B and further described in Section V.2.
- (n) “Property” is defined in Recital C.
- (o) “Purchase Price” is defined in Section IV.2.
- (p) “Transfer” is defined in Section VII.2

## **ARTICLE II**

### **REPRESENTATIONS; EFFECTIVE DATE**

#### **II.1. City’s Representations.** City represents and warrants to Developer as follows:

- (a) Authority. The City has the full right, power and lawful authority to acquire, grant, sell and convey the Property as provided herein, and the execution, performance

and delivery of this Agreement by the City has been fully authorized by all requisite actions on the part of the City.

(b) FIRPTA. City is not a "foreign person" within the parameters of FIRPTA or any similar state statute, or is exempt from the provisions of FIRPTA or any similar state statute, or that City has complied and will comply with all the requirements under FIRPTA or any similar state statute.

(c) No Conflict. To the best of the City's knowledge, the City's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which the City is a party or by which it is bound.

(d) Litigation. To the best of the City's knowledge, there are no actions, suits, material claims, legal proceedings or any other proceedings affecting the Property, or any portion thereof, at law or in equity, before any court or governmental agency, domestic or foreign.

**II.2. Developer's Representations.** Developer represents and warrants to City as follows, and Developer covenants that until the expiration or earlier termination of this Agreement, upon learning of any fact or condition which would cause any of the warranties and representations in this Section II.1 not to be true, Developer shall immediately give written notice of such fact or condition to City. Developer acknowledges that City shall rely upon Developer's representations made herein notwithstanding any investigation made by or on behalf of City.

(a) Authority. Developer is a limited partnership, duly organized and in good standing under the laws of the State of California. Developer has the full right, power and authority to undertake all obligations of Developer as provided herein, and the execution, performance and delivery of this Agreement by Developer has been duly authorized by all requisite actions. The persons executing this Agreement on behalf of Developer have been duly authorized to do so. This Agreement constitutes valid and binding obligations of Developer, enforceable in accordance with their respective terms.

(b) Experience. Developer is an experienced developer and operator of residential properties.

(c) No Conflict. Developer's execution, delivery, and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Developer is a party or by which it is bound.

(d) No Litigation or Other Proceeding. No litigation or other proceeding (whether administrative or otherwise) is outstanding or has been threatened which would prevent, hinder or delay the ability of Developer to perform its obligations under this Agreement.

(e) No Developer Bankruptcy. Developer is not the subject of a bankruptcy or insolvency proceeding.



(f) FIRPTA. Developer is not a “foreign person” within the parameters of Foreign Investment in Real Property Tax Act of 1980 (“**FIRPTA**”) or any similar state statute or is exempt from the provisions of FIRPTA or any similar state statute, or that Developer has complied and will comply with all the requirements under FIRPTA or any similar state statute.

(g) Patriot Act. Developer is in compliance with all laws, statutes, rules, and regulations, and any federal, state, and local governmental authority applicable to Developer and all beneficial owners of Developer with respect to or arising out of the requirements of any orders and other similar requirements contained in the rules and regulations (“**Orders**”) of the Office of Foreign Assets Control (“**OFAC**”). Neither Developer nor any beneficial owner of Developer: (i) is listed on OFAC’s Sanctions Lists (“**Lists**”); (ii) has been determined by competent authority to be subject to the prohibitions contained in any Orders; or (iii) is owned or controlled by, not acts for, or on behalf of, any person of entity on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders.

(h) Deliveries. All documents, instruments, and other information delivered by Developer to City pursuant to this Agreement are, to the best of Developer’s knowledge, true, correct, and complete.

(i) Commissions. To the best of Developer’s knowledge, there are no broker’s commissions or finder’s fees payable in connection with Property.

**II.3.** Effective Date. The obligations of Developer and City hereunder shall be effective as of the Effective Date.

### **ARTICLE III TERMINATION OF AGREEMENT**

**III.1.** Failure to Commence Construction of Project. Failure of Developer to acquire the “Property” and pursue financing as outlined in Exhibit D “Development Schedule” will result in termination of this Agreement.

### **ARTICLE IV DISPOSITION OF THE PROPERTY**

**IV.1.** Purchase and Sale. Provided that all conditions precedent set forth in this Agreement have been satisfied, City shall convey to Developer by “Grant Deed,” substantially in the form of Exhibit C, the fee interest in the Property in accordance with and subject to the terms and conditions of this Agreement, free and clear of all title defects, liens and encumbrances except:

- (a) The provisions and effect of any City plans or requirements.
- (b) The provisions and effect of this Agreement.

(c) Liens for non-delinquent taxes, assessments, and/or bonds.

(d) Title exceptions set forth in the Preliminary Title Report for the Property issued by First American Title Company as of June 10, 2022.

(e) Such other conditions, liens, encumbrances, restrictions, easements, and exceptions as Developer may approve in writing (“**Permitted Exceptions**”); provided, however, that Developer hereby approves the following Permitted Exceptions:

(i) Property interests held by a public body or public bodies, including without limitation easements, franchises, licenses, or other property interests of the public body or public bodies, on the Property and/or within the public rights-of-way around the perimeter of the Property

(ii) The lien of any non-delinquent property taxes and assessments (to be prorated at the Closing).

(iii) Any incidental easements or other matters affecting title which do not preclude Developer's use of the Property as proposed herein.

(iv) Such other exceptions to title as may hereafter be mutually approved by the City and the Developer.

Following the Effective Date, absent the consent of Developer, City shall not cause or voluntarily agree to allow a lien or other encumbrance which would remain effective following conveyance of the Property to attach to the Property.

**IV.2. Purchase Price.** The purchase price for the Property is to be fair market value and an amount not to exceed Nine Hundred Fifty Thousand Dollars (\$950,000.00). Developer shall deposit into Escrow an earnest money deposit in the amount of Twenty Five Thousand Dollars (\$25,000), as defined below, within three (3) working days of opening escrow.

**IV.3. Escrow.** Within (3) working days after signing of this Agreement by both parties, escrow shall be open at the office of First American Title Company, 211 East Caldwell Avenue, Visalia, CA 93277, attention Ann A. Kay (“**Title Company**” or “**Escrow Agent**”) in order to consummate the conveyance of the Property to Developer and the closing of escrow (“**Closing**”) for the transactions contemplated hereby.

**IV.4. Costs of Closing and Escrow.** Developer shall pay all costs associated with removing any debt encumbering the Property and for all title insurance premiums for policies Developer may elect to acquire for the Property. All other Closing and Escrow costs, including without limitation, all title insurance premiums for policies Developer elects to acquire, shall be also paid by Developer.

**IV.5. Escrow Instructions.** This Agreement constitutes the joint escrow instructions of the Developer and the City, and the Escrow Agent to whom these instructions are delivered is

hereby empowered to act under this Agreement. The parties hereto agree to do all acts reasonably necessary to close this Escrow in the shortest possible time. Insurance policies for fire or casualty are not to be transferred, and the City will cancel its own policies after the Closing. All funds received in the Escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from such account.

If in the opinion of either party it is necessary or convenient in order to accomplish the Closing, such party may require that the parties sign supplemental escrow instructions; provided that if there is any inconsistency between this Agreement and the supplemental escrow instructions, then the provisions of this Agreement shall control. The parties agree to execute such other and further documents as may be reasonably necessary, helpful or appropriate to effectuate the provisions of this Agreement. The Closing shall take place as set forth in Section 1G. The Escrow Agent is instructed to release the City's escrow closing statement and the Developer's escrow closing statement to the respective parties.

**IV.6. Authority of Escrow Agent.** Escrow Agent is authorized to, and shall:

- (a) Pay and charge the City for the premium of the Title Policy and any endorsements thereto as set forth in Section IV.10(i) and any amount necessary to place title in the condition necessary to satisfy the conditions of same.
- (b) Pay and charge the Developer and the City for their respective shares of any escrow fees, charges, and costs payable under Section IV.4. of this Agreement.
- (c) Disburse funds and deliver and record the Grant Deed, and the Affordability Covenants, when both the Developer Conditions Precedent and the City Conditions Precedent have been fulfilled or waived by the Developer and the City.
- (d) Do such other actions as necessary, including obtaining the Title Policy, to fulfill its obligations under this Agreement.
- (e) Do such other actions as necessary to comply with any federal, state, or local reporting requirements, including directing the City and the Developer to execute any required forms, statements or certificates.

**IV.7. Closing.** This transaction shall close escrow ("**Closing**") after the satisfaction of all of the City and Developer Conditions Precedent to Closing as set forth in Sections IV.10 and IV.11 of this Agreement, but in no event later than one hundred and eighty days (180) after Escrow is opened (the "**Closing Deadline**"), unless otherwise extended by written agreement of the parties. The Closing shall occur at a location within Kings County at a time and place reasonably agreed to by the parties. The Closing shall mean the time and day the Grant Deed is filed for record with the Kings County Recorder. The "Closing Date" shall mean the day on which the Closing occurs.

**IV.8. Closing Procedure.** The Escrow Agent shall close Escrow for the Property as follows:

- (a) Record the Grant Deed with instructions for the Recorder of Kings County, California to deliver the Grant Deed to the Developer.
- (b) Record the Affordability Covenants (**Exhibit B**) with instructions for the Recorder of Kings County, California to deliver the Affordability Covenants to the City.
- (c) Instruct the First American Title Company to deliver the Title Policy to the Developer and a copy of the Title Policy to the City.
- (d) File and deliver any informational reports, forms, statements, and certificates as required by federal, state or local law.
- (e) Forward to both the Developer and the City a separate accounting of all funds received and disbursed for each party and copies of all executed and recorded or filed documents deposited into Escrow, with such recording and filing date and information endorsed thereon.

**IV.9. City's Conditions to Closing.** City's obligation to proceed with the Closing is subject to satisfaction or waiver by City of all of the following conditions:

- (a) No Default. Prior to the Closing, Developer is not in default under the terms of this Agreement, and all representations and warranties of Developer are true and correct in all material respects.
- (b) Execution of Documents. Developer has executed and acknowledged this Agreement, all attachments hereto, and all other documents required hereunder, and shall have delivered all such documents to City or into Escrow.
- (c) Payment of Funds. Prior to the Closing, the Developer shall have deposited the Purchase Price and all required costs of the Closing into Escrow in accordance with Sections IV.2. and IV.4.
- (d) Financing. The City shall have approved financing, or proof of financial capacity to complete the Improvements, as provided in Section VIII.1 hereof, and such financing shall have closed and funded or be ready to close and fund upon the Closing.
- (e) Insurance. The Developer shall have provided proof of insurance as required by Article XI hereof.
- (f) Satisfaction of Conditions Precedent. Developer has satisfied all other conditions precedent to Closing.



**IV.10. Developer's Conditions to Closing.** Developer's obligation to proceed with the Closing is subject to satisfaction or waiver by Developer of the following conditions:

(g) **No Default.** City is not in Default under the terms of this Agreement, and all representations and warranties of City contained herein shall be true and correct in all material respects.

(h) **Execution of Documents.** City has executed and acknowledged this Agreement, all attachments hereto, and all other documents required hereunder, and has delivered such documents into Escrow.

(i) **Developer's Title Policy.** The Title Company shall, upon payment of the premium therefor by Developer, be ready to issue an Owner's American Land Title Association title policy for the benefit of Developer, showing title to the Property vested in Developer, subject only to the Permitted Exceptions and including such endorsements as Developer may reasonably request. The Title Policy shall be for the amount of the Purchase Price. The Title Company shall provide the City with a copy of the Title Policy. The Developer shall be responsible for the cost of providing title insurance.

**IV.11. Termination of Escrow.** If Escrow is not in a condition to close by the Closing Deadline set forth in the supplemental Escrow instructions, then either party which has fully performed under this Agreement may, in writing, demand termination of Escrow. Under these circumstances, the Escrow Agent shall return all money, papers and documents deposited in Escrow to the respective depositing party. The City is hereby entitled to receive the Twenty-Five Thousand Dollar (\$25,000) earnest money deposit upon any termination of escrow as liquidated damages. If either party makes a written demand for termination of Escrow, the Escrow shall not terminate until ten (10) days after the Escrow Agent shall have delivered copies of such demand to the other party at the address shown in this Agreement. If any objections are raised within that ten (10) day period, the Escrow Agent is authorized to hold all money, papers, and documents until instructed by a court of competent jurisdiction or by mutual written instructions of the parties. Termination of the Escrow shall be without prejudice as to whatever legal rights either party may have against the other arising from this Agreement. If no demands are made, the Escrow Agent shall proceed with the Closing as soon as possible.

## **ARTICLE V DEVELOPMENT OF THE PROJECT**

**V.1. The Property.** City represents and warrants that as of the Effective Date: (a) City owns a fee simple interest in the Property; and (b) the Property is subject to no covenant, condition, restriction or agreement that would prevent the development of the Project in accordance with this Agreement. If at any time the foregoing statements become untrue, City shall have the right to terminate this Agreement upon written notice to Developer.

**V.2. Scope of Development.** Developer shall develop the Project in accordance with the terms and conditions of this Agreement and in compliance with the terms and conditions of

all approvals, entitlements and permits that City or any other governmental body or entity with jurisdiction over the Project or the Property has granted or issued as of the date hereof or may hereafter grant or issue in connection with development of the Project, including without limitation, all requirements set forth in the Affordable Housing Covenants, all mitigation measures imposed in connection with environmental review of the Project and all conditions of approval imposed in connection with any entitlements, approvals or permits (all of the foregoing approvals, entitlements, permits, mitigation measures, and conditions of approval are hereafter collectively referred to as the “**Conditions of Approval**”).

(a) The Project will consist of one hundred eight (108) units of affordable family housing rental units targeting extremely low, very low, and low-income families “**Improvements**”.

(b) Notwithstanding anything to the contrary contained herein, the construction of the Project is expressly conditioned upon compliance with the California Environmental Quality Act, California Public Resources Code Section 21000 et seq., guidelines, and implementing regulations, all as amended from time to time (“**CEQA**”) and/or the National Environmental Protection Act of 1969, 42 U.S.C. Section 4321 et seq., guidelines, and implementing regulations, all as amended from time to time (“**NEPA**”), as the same may be applicable to the Project. Necessary CEQA and NEPA studies and reports have been completed, all necessary NEPA approvals have been obtained, necessary notices have been filed and statute of limitations have expired. No physical activity, not otherwise exempt from CEQA or NEPA, as applicable, shall commence on the Property without such compliance.

**V.3. Project Approvals.** Developer acknowledges and agrees that execution of this Agreement by City does not constitute approval for the purpose of the issuance of building permits for the construction of the Project, does not limit in any manner the discretion of City in such approval process, and does not relieve Developer from the obligation to apply for and obtain all necessary entitlements, approvals, and permits for the construction of the Project, including without limitation, the approval of architectural plans, the issuance of any certificates regarding historic resources required in connection with the Project (if any), and the completion of any required environmental review.

(a) Developer covenants that it shall:

(i) Obtain all necessary permits and approvals which may be required by City, or any other governmental City having jurisdiction over the construction of the Project or the development of the Property.

(ii) Comply with all Conditions of Approval.

(iii) Comply with all mitigation measures imposed in connection with any environmental review of the Project.

(iv) Not commence construction work on the Project prior to issuance of building permits required for such work.

(b) City staff shall work cooperatively with Developer to assist in coordinating the expeditious processing and consideration of all permits, entitlements, and approvals necessary for development of the Project.

**V.4. Fees.** Developer shall be solely responsible for, and shall promptly pay when due, all customary and usual fees and charges of City in connection with obtaining building permits and other approvals for the Project, including without limitation, those related to the processing and consideration of amendments, if any, to the current entitlements, any related approvals and permits, environmental review, design review, architectural review, and any subsequent approvals for the Project or the development of the Property.

**V.5. Cost of Construction.** Except as expressly set forth herein, Developer shall be solely responsible for all direct and indirect costs and expenses incurred in connection with the design, development and construction of the Project and compliance with the Conditions of Approval, including without limitations, the installation and construction of all off-site or on-site improvements required by City in connection therewith.

**V.6. Rights of Access.** For the purpose of ensuring that the Project is developed in compliance with this Agreement, Developer shall permit representatives of City to enter upon the Property to inspect the Project following forty-eight (48) hours written notice. Developer shall have the right to accompany any City representative performing an inspection of the Project.

**V.7. City Disclaimer.** Developer acknowledges that City has the right to monitor, review, supervise, or inspect the progress of construction or the operation of the Project. Notwithstanding such right, Developer and all third parties shall rely on its or their own supervision and inspection in determining the quality and suitability of the materials and work, the performance of architects, subcontractors, and material suppliers, and all other matters relating to the construction and operation of the Project. Any review or inspection undertaken by City is solely for the purpose of determining whether Developer is properly discharging its obligations under this Agreement, and shall not be relied upon by Developer or any third party as a warranty or representation by City as to the quality of the design or construction of the Improvements or otherwise.

**V.8. Construction Plans.** Prior to commencement of Project construction, and in accordance with the Schedule of Performance attached hereto as Exhibit D, Developer shall submit to City's Building Department detailed construction plans for the development of the Project ("Construction Plans"). "Construction Plans" means all construction documents upon which Developer and Developer's contractors shall rely in constructing the Project (including the landscaping, parking, and common areas) and shall include, without limitation, the site development plan, final architectural drawings, detailed construction plans, landscaping, exterior lighting and signage plans and specifications, materials specifications, final elevations, and building plans and specifications. The Construction Plans shall be based upon the scope of development set forth herein and upon the approvals issued by City for the Project and shall not materially deviate therefrom without the express written consent of City. Provided that the

Construction Plans are consistent with the requirements of this Agreement, approval of the Construction Plans by City staff shall be deemed approval thereof by City.

**V.9. City Review and Approval.** City shall have the right to review and reasonably approve the Construction Plans in its sole and reasonable discretion. Developer acknowledges and agrees that City approval is required in order to satisfy City's obligation to promote the sound development and redevelopment of land within the former redevelopment project area, to promote a high level of design which will impact the surrounding development, and to provide an environment for the social, economic and psychological growth and well-being of the citizens of the City.

In the event that City disapproves of any portion of the Construction Plans, it shall state in writing the reasons for such disapproval. Developer, upon receipt of a disapproval based upon powers reserved by the City hereunder, shall revise such portions and resubmit to City by the time established therefor in the Schedule of Performance. Developer shall not be entitled to any monetary damages or compensation as a result of the City's disapproval or failure to approve or disapprove the Construction Plans.

Notwithstanding any provision of this Agreement to contrary effect, the times for review and action upon the Constructions Plans by City shall not be deemed to be commenced unless and until the corresponding submittals by Developer are complete.

**V.10. Consultation and Coordination.** City and Developer shall hold regular progress meetings to coordinate the preparation of, submission to, and review of the Construction Plans. City and Developer shall communicate and consult informally as frequently as is necessary to ensure that the formal submittal of any documents to City can receive prompt and thorough consideration. City shall designate an employee to serve as the project manager who is response for the coordination of City's activities under this Agreement and for expediting any land use approval and permitting process.

**V.11. Construction Pursuant to Plans.** Developer shall develop the Project in accordance with the approved Construction Plans, the Conditions of Approval, and all other permits and approvals granted by City pertaining to construction of the Project. Developer shall comply with all directions, rules and regulations of any fire marshal, health officer, building inspector or other officer of every governmental entity having jurisdiction over the Property or the Project. Each element of the work shall proceed only after procurement of each permit, license or other authorization that may be required for such element by any governmental entity having jurisdiction. All design and construction work on the Project shall be performed by licensed contractors, engineers, or architects, as applicable.

**V.12. Changes in Construction Plans.** If Developer desires to make any material change in the approved Construction Plans, Developer shall submit the proposed change in writing to City in accordance with its standard review process. Approval of changes to the Construction Plans by City shall be deemed approved thereof by City. Nothing in this Section is intended to or shall be deemed to modify City's standard plan review procedures.



**V.13. Defects in Plans.** City shall not be responsible to Developer or to any third party for any defect in the Construction Plans or for any structural or other defect in any work done pursuant to the Construction Plans. Subject to the last sentence of this Section V.13., Developer shall indemnify, defend (with counsel approved by City) and hold harmless the Indemnitees from and against all Claims arising out of, or relating to, or alleged to arise from or relate to defects in the Construction Plans or defects in any work done pursuant to the Construction Plans whether or not any insurance policies shall have been determined to be applicable to any such Claims. Developer's indemnification obligations set forth in this Section shall survive the expiration or earlier termination of this Agreement and the recordation of a Certificate of Completion and shall be assumed by any successor to Developer's interest in this Agreement. It is further agreed that City shall not waive any rights against Developer which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or Developer's deposit with City of any of the insurance policies described in this Agreement. Developer's indemnification obligations pursuant to this Section shall not extend to Claims to the extent arising due to the gross negligence or willful misconduct of the Indemnitees. Developer's indemnification obligations set forth in this Section shall not apply to any Construction Plans that are not used by or on behalf of Developer or any entity affiliated with Developer, including without limitation, an entity that is under the direct control of Developer ("**Controlled Affiliate**"), or an under common control with Developer. In addition, if City uses any of the Construction Plans (or permits a third party to use such Construction Plans), City agrees to release Developer from liability for Claims arising in connection with such use except to the extent any such Claim arises from the gross negligence or willful misconduct of Developer or Developer's employees, agents, or representatives.

**V.14. Schedule of Performance.** Developer shall submit all Construction Plans in accordance with Exhibit D under the established timeline, as it shall be deemed a material part of this Agreement.

**V.15. Certificate of Completion for Project.** Promptly after completion of construction of the Project, issuance of a final Certificate of Occupancy by City and the written request of Developer, City will provide an instrument ("**Certificate of Completion**") substantially similar to the Form of Certificate of Completion shown in **Exhibit E** attached hereto, so certifying, provided that at the time such certificate is requested all applicable components of the Project have been completed.

(a) The Certificate of Completion shall be conclusive evidence that Developer has satisfied its obligations regarding the development of the Property.

(b) At Developer's option, the Certificate of Completion shall be recorded in the Official Records. The Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a deed of trust or mortgage securing money loaned to finance the Project or any part thereof and shall not be deemed a notice of completion under the California Civil Code, nor shall such Certificate provide evidence that Developer has satisfied any obligation that survives the expiration of this Agreement,

including without limitation, Developer's obligations pursuant to the Affordable Housing Covenants.

**V.16. Equal Opportunity.** During the construction of the Project, there shall be no discrimination on the basis of race, color, religion, creed, sex, age, sexual orientation, marital status, pregnancy, childbirth or related medical conditions, medical condition (cancer related) or physical or mental disability, ancestry, or national origin in the hiring, firing, promoting or demoting of any person engaged in construction of the Project, and Developer shall direct its contractors and subcontractors to refrain from discrimination on such basis.

**V.17. Compliance with Laws.** In connection with development and construction of the Project, Developer shall comply, and shall cause its contractors to comply with all applicable federal, state and local laws, rules, ordinances and regulations, including without limitation, all applicable federal and state labor laws and standards, applicable provisions of the California Public Contracts Code (if any), City zoning and development standards, building, plumbing, mechanical and electrical codes, all other provisions of City's Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation, applicable provisions of the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq., Government Code Section 4450, et seq., Government Code Section 11135, et seq., and the Unruh Civil Rights Act, Civil Code Section 51, et seq. and California Labor Code section 1720. Developer shall indemnify, defend (with counsel approved by City) and hold harmless the Indemnitees from and against any and all Claims arising in connection with the breach of Developer's obligations set forth in this Section whether or not any insurance policies shall have been determined to be applicable to any such Claims. It is further agreed that City shall not waive any rights against Developer which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or Developer's deposit with City of any of the insurance policies described in this Agreement. Developer's indemnification obligations set forth in this Section shall not apply to Claims to the extent arising from the gross negligence or willful misconduct of the Indemnitees. Developer's defense and indemnification obligations set forth in this Section V.17. shall survive the expiration or earlier termination of this Agreement and the issuance of a Certificate of Completion for the Project.

**V.18. Liens and Stop Notices.** Until the expiration of the term of the Affordable Housing Covenants, if a claim of a lien or stop notice is given or recorded affecting the Project or the Property, Developer shall within thirty (30) days of such recording or service: (a) pay and discharge (or cause to be paid and discharged) the same; or (b) affect the release thereof by recording and delivering (or causing to be recorded and delivered) to the party entitled thereto a surety bond in sufficient form and amount; or (c) provide other assurance satisfactory to City that the claim of lien or stop notice will be paid or discharged. The provisions of this Section V.18. shall apply from and after Developer's acquisition of a fee simple interest in the Property.

**V.19. Right of City to Satisfy Liens on the Property.** If Developer fails to satisfy or discharge any lien or stop notice on the Property pursuant to and within the time period set forth in Section V.18 above, City shall have the right, but not the obligation, to satisfy any such liens or stop notices at Developer's expense with prior written notice to Developer. In such event

Developer shall be liable for and shall immediately reimburse City for such paid lien or stop notice. Alternatively, City may require Developer to immediately deposit with City the amount necessary to satisfy such lien or claim pending resolution thereof. City may use such deposit to satisfy any claim or lien that is adversely determined against Developer. Developer shall file a valid notice of cessation or notice of completion upon cessation of construction of the Improvements for a continuous period of thirty (30) days or more, and shall take all other reasonable steps to forestall the assertion of claims or liens against the Property or the Improvements. City may (but has no obligation to), with prior written notice to Developer, record any notices of completion or cessation of labor, or any other notice that City deems necessary or desirable to protect its interest in the Property and the Improvements.

**V.20. Performance and Payment Bonds.** Prior to commencement of construction work on the Project, Developer shall cause its general contractor to deliver to City copies of payment bond(s) and performance bond(s) issued by a reputable insurance company licensed to do business in California, each in a penal sum of not less than one hundred percent (100%) of the scheduled cost of construction of the Project. The bonds shall name City and Developer as co-obligees. In lieu of such performance and payment bonds, subject to City's approval of the form and substance thereof, Developer may submit evidence satisfactory to City of the contractor's ability to commence and complete construction of the Project in the form of an irrevocable letter of credit, pledge of cash deposit, certificate of deposit, or other marketable securities held by a broker or other financial institution, with signature authority of City required for any withdrawal, or a completion guaranty in a form and from a guarantor acceptable to City. Such evidence must be submitted to City in approvable form in sufficient time to allow for City's review and approval prior to the scheduled construction start date.

**V.21. Insurance Requirements.** Developer shall maintain and shall cause its contractors to maintain all applicable insurance coverage specified in Article XI.

## **ARTICLE VI USE OF THE PROPERTY**

**VI.1. Use; Affordable Housing.** Developer covenants and agrees for itself and its successors and assigns that the Property shall be used for the development and operation of a multi-family residential project, in accordance with the terms and conditions of this Agreement, the Affordable Housing Covenants (**Exhibit B**), and City Municipal Code. The foregoing covenants shall run with the land.

**VI.2. Maintenance.** Developer, at its own expense, shall maintain the Property, the Improvements and related landscaping and common areas in good physical condition, in good repair, and in decent, safe, sanitary, habitable and tenantable living conditions in conformity with all applicable state, federal, and local laws, ordinances, codes, and regulations. Without limiting the foregoing, Developer agrees to maintain the Project and the Property (including without limitation, the residential units, common areas, landscaping, driveways, parking areas, and walkways) in a condition free of all waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all reasonable steps

to prevent the same from occurring on the Property or at the Project. Developer shall prevent and/or rectify any physical deterioration of the Property and the Project and shall make all repairs, renewals and replacements necessary to keep the Property and the improvements located thereon in good condition and repair. Developer shall provide adequate security for occupants of the Project. The provisions of this Section VI.2. shall apply from and after Developer's acquisition of the Property.

**VI.3. Taxes and Assessments.** From and after Developer's acquisition of the Property, Developer shall pay all real and personal property taxes, assessments and charges and all franchise, income, payroll, withholding, sales, and other taxes assessed against the Property or the Improvements and payable by Developer, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property or the Improvements; provided, however, that Developer shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event Developer exercises its right to contest any tax, assessment, or charge, Developer, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges, and interest. Developer shall not apply for, or receive, any exemption from the payment of property taxes or assessments on any interest in, or to, the Property or Improvements.

**VI.4. Obligation to Refrain from Discrimination.** From and after Developer's acquisition of the Property, Developer shall not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or the Improvements, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. Developer covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or part thereof, nor shall Developer or any person claiming under or through Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Property or the Improvements or part thereof. The foregoing covenants shall run with the land and all deeds, leases, or contracts relative to the Property or the Improvements shall contain or be subject to nondiscrimination or non-segregation clauses in conformance with California Health and Safety Code Section 33435 and 33436.

## **ARTICLE VII**

### **LIMITATIONS ON CHANGE IN OWNERSHIP; MANAGEMENT AND CONTROL OF DEVELOPER**

**VII.1. Change Pursuant to this Agreement.** Developer and its principals have represented that they possess the necessary expertise, skill, and ability to carry out the development of the Project on the Property pursuant to this Agreement. The qualifications,



experience, financial capacity and expertise of Developer and its principals are of particular concern to City. It is because of these qualifications, experience, financial capacity and expertise that City has entered into this Agreement with Developer. No voluntary or involuntary successor, assignee or transferee of Developer shall acquire any rights or powers under this Agreement, except as expressly provided herein.

**VII.2. Prohibition on Transfer.** Prior to the expiration of the term of the Affordable Housing Covenants, Developer shall not, except as expressly permitted by this Agreement, directly or indirectly voluntarily, involuntarily, or by operation of law make or attempt any total or partial sale, transfer, conveyance, assignment, or lease (collectively “**Transfer**”) of the whole or any part of Developer’s interest in the Property, the Project, the Improvements, or this Agreement, without the prior written approval of City, which approval shall not be unreasonably withheld. (The provisions concerning Transfer of the Property, the Project and the Improvements shall apply commencing upon Developer’s acquisition of a fee simple interest in the Property.) Any such attempt to assign this Agreement without City’s consent shall be null and void and shall confer no rights or privileges upon the purported assignee. In addition to the foregoing, prior to the expiration of the term of the Affordable Housing Covenants, except as expressly permitted by this Agreement, Developer shall not undergo any significant change of ownership without the prior written approval of City. For purposes of this Agreement, a “significant change of ownership” shall mean a transfer of the beneficial interest of more than twenty-five percent (25%) in aggregate of the present ownership and/or control of Developer, taking all transfers into account on a cumulative basis; provided however, neither the admission of an investor limited partner, nor the transfer by the investor limited partner to subsequent limited partners shall be restricted by this provision.

**VII.3. Permitted Transfers.** Notwithstanding any contrary provision hereof, the prohibitions set forth in this Article shall not be deemed to prevent any of the following:

- (a) The granting of easements or permits to facilitate development of the Property.
- (b) The lease of individual residences to tenants for occupancy as their principal residence in accordance with the Affordable Housing Covenants.
- (c) Assignments creating security interests for the purpose of financing the acquisition, construction or permanent financing of the Project or the Property, or Transfers directly resulting from the foreclosure of, or granting of a deed in lieu of foreclosure of, such a security interest.
- (d) A Transfer to a Controlled Affiliate.

**VII.4. Requirements for Proposed Transfers.** City may, in the exercise of its sole discretion, consent to a proposed Transfer of this Agreement, the Improvements, the Property or portion thereof if all of the following requirements are met (provided however, the requirements

of this Section VII.4. shall not apply to Transfers described in clauses (a) through (d) of Section VII.3.):

(a) The proposed transferee demonstrates to City's satisfaction that it has the qualifications, experience and financial resources necessary and adequate as may be reasonably determined by City to competently complete construction of the Project and to otherwise fulfill the obligations undertaken by Developer under this Agreement.

(b) Developer and the proposed transferee shall submit for City review and approval all instruments and other legal documents proposed to affect any Transfer of this Agreement, the Improvements, the Property or interest therein together with such documentation of the proposed transferee's qualifications and development capacity as City may reasonably request.

(c) The proposed transferee shall expressly assume all of the rights and obligations of Developer under this Agreement and arising after the effective date of the Transfer and all obligations of Developer arising prior to the effective date of the Transfer (unless Developer expressly remains responsible for such obligations) and shall agree to be subject to and assume all of Developer's obligations pursuant to the Conditions of Approval and all other conditions, and restrictions set forth in this Agreement and the Affordable Housing Covenants.

(d) The Transfer shall be effectuated pursuant to a written instrument satisfactory to City in form recordable in the Official Records.

(e) Consent to any proposed Transfer may be given by the City Manager unless the City Manager, in his or her discretion, refers the matter of approval to the City Council. If a proposed Transfer has not been approved by City in writing within thirty (30) days following City's receipt of written request by Developer, it shall be deemed rejected.

**VII.5. Effect of Transfer without City Consent.**

(a) In the absence of specific written agreement by City, no Transfer by Developer shall be deemed to relieve Developer or any other party from any obligation under this Agreement.

(b) Without limiting any other remedy City may have under this Agreement, or under law or equity, it shall be an Event of Developer Default (as defined under Section X.1.) hereunder entitling City to terminate this Agreement if without the prior written approval of City, Developer assigns or Transfers this Agreement, the Improvements, or the Property prior to City's issuance of a Certificate of Completion. This Section VII.5.(b) shall not apply to Transfers described in clauses (a) through (d) of Section VII.3.

**VII.6. Recovery of City Costs.** Developer shall reimburse City for all City costs, including but not limited to reasonable attorneys' fees, incurred in reviewing instruments and other legal documents proposed to affect a Transfer under this Agreement and in reviewing the

qualifications and financial resources of a proposed successor, assignee, or transferee within ten (10) days following City's delivery to Developer of an invoice detailing such costs.

## **ARTICLE VIII**

### **SECURITY FINANCING AND RIGHTS OF MORTGAGEES**

**VIII.1. Approval of Financing.** As required herein and as a City Condition Precedent to the Closing, the Developer shall submit to City evidence that the Developer has obtained sufficient equity capital or is in pursuit of grant funds and tax credits to obtain 100% of construction and permanent financing necessary to undertake the development of the Property and the construction of the Developer Improvements in accordance with this Agreement. The City shall approve or disapprove such evidence of financing commitments within thirty (30) days of receipt of a complete submission. Approval shall not be unreasonably withheld or conditioned. If the City shall disapprove any such evidence of financing, the City shall do so by Notice to Developer stating the reasons for such disapproval and the Developer shall promptly obtain and submit to City new evidence of financing. City shall approve or disapprove such new evidence of financing in the same manner and within the same times established in this Section VIII.1. for the approval or disapproval of the evidence of financing as initially submitted to the City. The Developer shall close the approved construction financing according to Exhibit D "Development Schedule".

Such evidence of financing shall include the following: (a) a copy of a legally binding, firm and enforceable loan commitment(s) obtained by the Developer from one or more financial institutions for the mortgage loan or loans for financing to fund the construction, completion, operation and maintenance of the Developer Improvements, subject to such lenders' reasonable, customary and normal conditions and terms; and/or (b) a certification from the chief financial officer of the Developer that the Developer is in pursuit of or has applied for commitments of funding issued by government agencies thereby intended to be used for development of the project that are sufficient for such construction, and that such funds will be committed to such construction, and/or other documentation satisfactory to the City as evidence of other sources of capital sufficient to demonstrate that the Developer has applied for adequate funds to cover the difference between the total cost of the construction and completion of the Developer Improvements, less financing authorized by those loans set forth in subparagraph (a) above.

#### **VIII.2. Mortgages and Deeds of Trust for Development.**

(a) Mortgages and deeds of trust, or any other reasonable security instrument are permitted to be placed upon the Property or the Improvements only for the purpose of securing loans for the purpose of the design and construction of the Improvements, and other expenditures reasonably necessary for development of the Property pursuant to this Agreement. As used herein, the terms "mortgage" and "deed of trust" shall mean any security instrument used in financing real estate acquisition, construction, and land development.

(b) Affordability Covenants to be Senior to Mortgages. Subject to the requirements under Health and Safety Code Section 33334.14(a)(4), City will not withhold consent to reasonable requests for subordination of the Affordable Housing Covenants to deeds of trust provided for the benefit of tax credit equity partners identified by Developer, provided that the instruments effecting such subordination include reasonable protections to City in the event of default consistent with the requirements of Health and Safety Code Section 33334.14(a)(4).

**VIII.3. Holder Not Obligated to Construct.** The holder of any mortgage, deed of trust authorized by this Agreement shall not be obligated to complete construction of the Improvements or to guarantee such completion. Nothing in this Agreement shall be deemed to permit or authorize any such holder to devote the Property or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

**VIII.4. Notice of Default and Right to Cure.** Whenever City delivers any notice of default hereunder, City shall concurrently deliver a copy of such notice to each holder of record of any mortgage or deed of trust secured by the Property or the Improvements, provided that City has been provided with the address for delivery of such notice. City shall have no liability to any such holder for any failure by City to provide such notice to such holder. Each such holder shall have the right, but not the obligation, at its option, to cure or remedy any such default or breach within the cure period provided to Developer extended by an additional sixty (60) days. In the event that possession of the Property or the Improvements (or any portion thereof) is required to effectuate such cure or remedy, the holder shall be deemed to have timely cured or remedied the default if it commences the proceedings necessary to obtain possession of the Property or Improvements, as applicable, within sixty (60) days after receipt of City's notice, diligently pursues such proceedings to completion, and after obtaining possession, diligently completes such cure or remedy. A holder who chooses to exercise its right to cure or remedy a default or breach shall first notify City of its intent to exercise such right prior to commencing to cure or remedy such default or breach. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction of the Project (beyond the extent necessary to conserve or protect the same) without first having expressly assumed in writing Developer's obligations to City under this Agreement. The holder in that event must agree to complete, in the manner provided in this Agreement, the Project and the Improvements and submit evidence reasonably satisfactory to City that it has the development capability on staff or retainer and the financial capacity necessary to perform such obligations. Any such holder properly completing the Project pursuant to this Section shall assume all rights and obligations of Developer under this Agreement and shall be entitled to a Certificate of Completion upon compliance with the requirements of this Agreement.

**VIII.5.** In any case where, thirty (30) days after the holder of any mortgage or deed of trust creating a lien or encumbrance upon the Property or any part thereof receives a notice from City of a default by the Developer in completion of construction of any of the Improvements under this Agreement, and such holder has not exercised the option to construct as set forth in this Article VIII, or if it has exercised the option but has defaulted hereunder and failed to timely



cure such default, the City may purchase the mortgage or deed of trust by payment to the holder of the amount of the unpaid mortgage or deed of trust debt, including principal and interest and all other sums secured by the mortgage or deed of trust. If the ownership of the Property or any part thereof has vested in the holder, the City, if it so desires, shall be entitled to a conveyance from the holder to the City of all or a portion of the Property, as applicable, upon payment to the holder of an amount equal to the sum of the following:

- (a) The unpaid mortgage or deed of trust debt at the time title became vested in the holder (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);
- (b) All expenses with respect to foreclosure including reasonable attorneys' fees;
- (c) The costs of any improvements made by such holder;
- (d) An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage or deed of trust debt and such debt had continued in existence to the date of payment by the City; and
- (e) Any customary prepayment charges imposed by the lender pursuant to its loan documents and agreed to by the Developer.

**VIII.6. City Right to Cure Defaults.** In the event of a breach or default by Developer under a mortgage or deed of trust secured by the Property or the Improvements, City may, but shall not be obligated to, cure the default, without acceleration of the subject loan, following prior notice thereof to the holder of such instrument and Developer. In such event, Developer shall be liable for, and City shall be entitled to reimbursement from Developer for all costs and expenses incurred by City associated with and attributable to the curing of the default or breach and such sum. The City shall also be entitled to a lien upon the Property to the extent of such costs and disbursements. Any such lien shall be junior and subordinate to the mortgages or deeds of trust pursuant to this Article VIII.

**VIII.7. Holder to be Notified.** Developer agrees to use best efforts to ensure that each term contained herein dealing with security financing and rights of holders shall be either inserted into the relevant deed of trust or mortgage or acknowledged by the holder prior to it creating any security right or interest in the Property or the Improvements.

**VIII.8. Modifications to Agreement.** City shall not unreasonably withhold its consent to modifications of this Agreement requested by Project lenders or investors provided such modifications do not alter City's substantive rights and obligations under this Agreement.

**VIII.9. Estoppel Certificates.** Either Party shall, at any time, and from time to time, within fifteen (15) days after receipt of written request from the other Party, execute and deliver to such Party a written statement certifying that, to the knowledge of the certifying Party:

(a) This Agreement is in full force and effect and a binding obligation of the Parties (if such be the case),

(b) This Agreement has not been amended or modified, or if so amended, identifying the amendments, and

(c) The requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, describing the nature of any such defaults.

## **ARTICLE IX ENVIRONMENTAL MATTERS**

**IX.1. Disclosure.** The City and the Developer hereby represent and warrant to the other that they have no actual knowledge, and have not received any notice or communication from any government agency having jurisdiction over the Property, notifying such party of the presence of surface or subsurface zone Hazardous Materials in, on, or under the Property, or any portion thereof. "Actual knowledge," as used herein, shall not impose a duty of investigation, and shall be limited to the actual knowledge of the City and the Developer employees and agents who have participated in the preparation of this Agreement.

**IX.2. No Further Warranties As To Property; Release of City.** Notwithstanding any provisions of this Agreement to the contrary, the conveyance of all or any portion of the Property shall be conveyed to the Developer in an "AS IS" condition, with no warranty, express or implied by the City, as to the condition of improvements on the Property, the soil, its geology, the presence of known or unknown faults or Hazardous Materials, and the Developer agrees to and shall indemnify and hold the City, and their officers, agents, employees, and volunteers, harmless from and against all liability, loss, damages, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the existence of such faults or substances. It shall be the sole responsibility of the Developer at its expense to investigate and determine the soil and improvement conditions on the Property for the development to be constructed. If the soil environmental condition is not in all respects entirely suitable for the use or uses to which the Property will be put, then it is the sole responsibility and obligation of the Developer to take such action as may be necessary to place the soil conditions of the Property in a condition entirely suitable for its development.

**IX.3. No City Liability; Developer's Covenants.** Upon receipt of any notice regarding the presence, release, or discharge of Hazardous Materials (as defined in Section IX.5. below) in, on or under the Improvements, the Property, or any portion thereof, Developer agrees to timely initiate and diligently pursue and complete all appropriate response, remediation and removal actions for the presence, release or discharge of such Hazardous Materials within such deadlines as specified by applicable Environmental Laws (as defined in Section IX.6. below). Developer hereby covenants and agrees that commencing upon Developer's acquisition of the Property:

(a) Developer shall not knowingly permit the Project or the Property or any portion of either to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials or otherwise knowingly permit the presence or release of Hazardous Materials in, on, under, about or from the Project or the Property with the exception of cleaning supplies and other materials customarily used in construction, operation or maintenance of residential property and any commercial uses developed as part of the Project, and used, stored and disposed of in compliance with Hazardous Materials laws, and

(b) Developer shall keep and maintain the Project and the Property and each portion thereof in compliance with and shall not cause or permit the Project or the Property or any portion of either to be in violation of, any Hazardous Materials laws.

#### **IX.4. Environmental Indemnification and Release.**

(a) Subject to the last sentence of this Section, Developer hereby waives, releases, and discharges forever, and shall indemnify, defend (with counsel approved by City) and hold harmless, the Indemnitees from and against any and all Claims including without limitation any Claims arising out of or in any way connected with the condition of the Property. Developer's obligations under this Section IX.4. expressly include any expenses associated with the investigation, assessment, monitoring, response, removal, treatment, abatement or remediation of Hazardous Materials and administrative, enforcement or judicial proceedings resulting, arising, or based directly or indirectly in whole or in part, upon:

(i) The presence, release, use, generation, discharge, storage or disposal or the alleged presence, release, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from, the Property, or

(ii) The failure of Developer, Developer's employees, agents, contractors, subcontractors, or any person acting on behalf of any of the foregoing to comply with Hazardous Materials Laws or the covenants set forth in Section IX.2.

(b) The foregoing indemnity shall further apply to any residual contamination in, on, under or about the Property or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with Hazardous Materials Laws. The provisions of this Section IX.4. shall survive the issuance of a Certificate of Completion for the Project and the expiration or earlier termination of this Agreement. Developer's indemnification obligations set forth in this Section shall also apply to Claims arising directly or indirectly as a result of the actions or omissions of Developer or Developer's employees, agents, contractors, subcontractors, or any person acting on behalf of any of the foregoing relating to activity on the Property prior to Developer's acquisition of the Property,

(c) General Release. The Developer acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

**“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”**

As such relates to this Section IX.4., the Developer hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

AMG & Associates., a California corporation

By: \_\_\_\_\_  
Name:  
Title:

(d) No Limitation. Developer hereby acknowledges and agrees that Developer’s duties, obligations and liabilities under this Agreement, including, without limitation, under this Article IX, are in no way limited or otherwise affected by any information City may have concerning the Property and/or the presence in, on, under or about the Property of any Hazardous Materials, whether City obtained such information from Developer or from its own investigations. It is further agreed that City does not and shall not waive any rights against Developer that they may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in this Agreement.

**IX.5. Hazardous Materials.** As used herein, the term “Hazardous Materials” means any substance, material or waste which is or becomes regulated by any federal, state or local governmental authority, and includes without limitation:

(a) Petroleum or oil or gas or any direct or indirect product or by-product thereof; (ii) asbestos and any material containing asbestos;

(b) Any substance, material or waste regulated by or listed (directly or by reference) as a “hazardous substance”, “hazardous material”, “hazardous waste”, “toxic waste”, “toxic pollutant”, “toxic substance”, “solid waste” or “pollutant or contaminant” in or pursuant to, or similarly identified as hazardous to human health or the environment in or pursuant to, the Toxic Substances Control Act [15 U.S.C. Section 2601, et seq.]; the Comprehensive Environmental Response, Compensation and Liability Act [42 U.S.C. Section 9601, et seq.], the Hazardous Materials Transportation Authorization Act [49 U.S.C. Section 5101, et seq.], the Resource Conservation and Recovery Act [42 U.S.C. Section 6901, et seq.], the Federal Water Pollution Control Act [33 U.S.C. Section 1251], the Clean Air Act [42 U.S.C. Section 7401, et seq.], the California Underground Storage of Hazardous Substances Act [California Health and



Safety Code Section 25280, et seq.], the California Hazardous Substances Account Act [California Health and Safety Code Section 25300, et seq.], the California Hazardous Waste Act [California Health and Safety Code Section 25100, et seq.], the California Safe Drinking Water and Toxic Enforcement Act [California Health and Safety Code Section 25249.5, et seq.], and the Porter-Cologne Water Quality Control Act [California Water Code Section 13000, et seq.], as they now exist or are hereafter amended, together with any regulations promulgated thereunder;

(c) Any substance, material or waste which is defined as such or regulated by any “Superfund” or “Superlien” law, or any Environmental Law; or

(d) Any other substance, material, chemical, waste, or pollutant identified as hazardous or toxic and regulated under any other federal, state or local environmental law, including without limitation, asbestos, polychlorinated biphenyls, petroleum, natural gas and synthetic fuel products and by-products.

**IX.6. Environmental Laws.** As used herein, the term “Environmental Laws” means all federal, state, or local statutes, ordinances, rules, regulations, orders, decrees, judgments or common law doctrines, and provisions and conditions of permits, licenses and other operating authorizations regulating, or relating to, or imposing liability or standards of conduct concerning any of the following:

(a) Pollution or protection of the environment, including natural resources.

(b) Exposure of persons, including employees and agents, to Hazardous Materials (as defined above) or other products, raw materials, chemicals or other substances.

(c) Protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities.

(d) The manufacture, use or introduction into commerce of chemical substances, including without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal.

(e) The use, release or disposal of toxic or hazardous substances or Hazardous Materials or the remediation of air, surface waters, groundwaters or soil, as now or may at any later time be in effect, including but not limited to the Toxic Substances Control Act [15 U.S.C. Section 2601, et seq.], the Comprehensive Environmental Response, Compensation and Liability Act [42 U.S.C. Section 9601, et seq.], the Hazardous Materials Transportation Authorization Act [49 U.S.C. Section 5101, et seq.], the Resource Conservation and Recovery Act [42 U.S.C. Section 6901, et seq.], the Federal Water Pollution Control Act [33 U.S.C. Section 1251], the Clean Air Act [42 U.S.C. Section 7401, et seq.], the California Underground Storage of Hazardous Substances Act [California Health and Safety Code Section 25280, et seq.], the California Hazardous Substances Account Act [California Health and Safety Code Section 25300, et seq.], the California Hazardous Waste Act [California Health and Safety Code Section 25100, et seq.], the California Safe Drinking Water and Toxic Enforcement Act [California

Health and Safety Code Section 25249.5, et seq.], and the Porter-Cologne Water Quality Control Act [California Water Code Section 13000, et seq.], as each of the foregoing now exist or are hereafter amended, together with any regulations promulgated thereunder.

## **ARTICLE X DEFAULTS, REMEDIES AND TERMINATION**

**X.1. Event of Developer Default.** The following events shall constitute an event of default on the part of Developer (“**Event of Developer Default**”):

(a) Subject to force majeure, the availability of financing and City’s issuance of permits and approvals, Developer fails to commence or complete construction of the Project within the times set forth in the Development Schedule shown in Exhibit D, or subject to force majeure, abandons or suspends construction of the Project prior to completion for a period of sixty (60) days or more.

(b) A Transfer occurs, either voluntarily or involuntarily, in violation of Article VIII.

(c) Developer fails to maintain insurance as required pursuant to this Agreement, and Developer fails to cure such default within ten (10) days.

(d) Subject to Developer’s right to contest the following charges pursuant to Section VI.3, if Developer fails to pay prior to delinquency taxes or assessments due on the Property or the Project, or fails to pay when due any other charge that may result in a lien on the Property or the Project, and Developer fails to cure such default within thirty (30) days of date of delinquency, but in all events upon the imposition of any such tax or other lien.

(e) Following Developer’s acquisition of the Property, a default arises under any loan secured by a mortgage, deed of trust or other security instrument recorded against the Property, the Improvements, or Developer’s interest therein, and remains uncured beyond any applicable cure period such that the holder of such security instrument has the right to accelerate repayment of such loan.

(f) Any representation or warranty contained in this Agreement or in any application, financial statement, certificate or report submitted to City in connection with this Agreement proves to have been incorrect in any material and adverse respect when made and continues to be materially adverse to City and Developer fails to cure such default within sixty (60) days after the date upon which City shall have given written notice of the default to Developer.

(g) If, pursuant to, or within the meaning of, the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors (“**Bankruptcy Law**”), Developer does any of the following:

- (i) Commences a voluntary case or proceeding.
- (ii) Consents to the entry of an order for relief against Developer or any general partner thereof in an involuntary case.
- (iii) Consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Developer or any general partner thereof.
- (iv) Makes an assignment for the benefit of its creditors.
- (v) Admits in writing its inability to pay its debts as they become due.
- (h) A court of competent jurisdiction shall have made or entered any decree or order (1) adjudging Developer to be bankrupt or insolvent; (2) approving as properly filed a petition seeking reorganization of Developer or seeking any arrangement for Developer under bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction; (3) appointing a receiver, trustee, liquidator, or assignee of Developer in bankruptcy or insolvency or for any of its properties; or (4) directing the winding up or liquidation of Developer.
- (i) Developer shall have assigned its assets for the benefit of its creditors (other than pursuant to a mortgage loan) or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within sixty (60) days after such event (unless a lesser time period is permitted for cure under any other mortgage on the Property or the Improvements, in which event such lesser time period shall apply under this subsection as well) or prior to any sooner sale pursuant to such sequestration, attachment, or execution.
- (j) Developer shall have voluntarily suspended its business or Developer shall have been dissolved or terminated.
- (k) An event of default arises under any City document and remains uncured beyond any applicable cure period.
- (l) Developer defaults in the performance of any term, provision, covenant or agreement contained in this Agreement, and unless a shorter cure period is specified for such default, the default continues for ten (10) days in the event of a monetary default or sixty (60) days in the event of a nonmonetary default after the date upon which City shall have given written notice of the default to Developer; provided however, if the default is of a nature that it cannot be cured within sixty (60) days, an Event of Developer Default shall not arise hereunder if Developer commences to cure the default within sixty (60) days and thereafter prosecutes the curing of such default with due diligence and in good faith to completion and in no event later than one hundred twenty (120) days after receipt of notice of the default.

**X.2. City Default.** An event of default on the part of City (“**Event of City Default**”) shall arise hereunder if City fails to keep, observe, or perform any of its covenants, duties, or

obligations under this Agreement, and the default continues for a period of thirty (30) days after written notice thereof from Developer to City, or in the case of a default which cannot with due diligence be cured within thirty (30) days, City fails to commence to cure the default within thirty (30) days of such notice and thereafter fails to prosecute the curing of such default with due diligence and in good faith to completion.

**X.3. City's Right to Terminate Agreement.** If an Event of Developer Default shall occur and be continuing beyond any applicable cure period, then City shall, in addition to other rights available to it under law or this Agreement, have the right to terminate this Agreement. If City makes such election, City shall give written notice to Developer and to any mortgagee entitled to such notice specifying the nature of the default and stating that this Agreement shall expire and terminate on the date specified in such notice, and upon the date specified in the notice, this Agreement and all rights of Developer under this Agreement, shall expire and terminate.

**X.4. City's Remedies and Rights Upon an Event of Developer Default.** Upon the occurrence of an Event of Developer Default and the expiration of any applicable cure period, City shall have all remedies available to it under this Agreement or under law or equity, including, but not limited to the following, and City may, at its election, terminate this Agreement.

**X.5. Developer's Remedies Upon an Event of City Default.** Upon the occurrence of an Event of City Default, in addition to pursuing any other remedy allowed at law or in equity or otherwise provided in this Agreement, Developer may bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking to obtain any other remedy consistent with the purpose of this Agreement.

**X.6. Remedies Cumulative; No Consequential Damages.** Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different time, of any other rights or remedies for the same or any other default by the other Party. Notwithstanding anything to the contrary set forth herein, a Party's right to recover damages in the event of a default shall be limited to actual damages and shall exclude consequential damages.

**X.7. Inaction Not a Waiver of Default.** No failure or delay by either Party in asserting any of its rights and remedies as to any default shall operate as a waiver of such default or of any such rights or remedies, nor deprive either Party of its rights to institute and maintain any action or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies in the same or any subsequent default.

## **ARTICLE XI INDEMNITY AND INSURANCE**



**XI.1. Indemnity.** Developer shall indemnify, defend (with counsel approved by City) and hold Indemnitees, except third party contractors and consultants, harmless from and against any and all Claims, including without limitation, Claims arising directly or indirectly, in whole or in part, as a result of or in connection with Developer's or Developer's contractors, subcontractors, agents or employees development, construction, improvement, operation, ownership or maintenance of the Project or the Property, or any part thereof or otherwise arising out of or in connection with Developer's performance under this Agreement. Developer's indemnification obligations under this Section XI.1 shall not extend to Claims resulting solely from the gross negligence or willful misconduct of, or to any breach of a warranty or representation of this Agreement by, one or more Indemnitees. The provisions of this Section XI.1 shall survive the issuance of a Certificate of Completion for the Project and the expiration or earlier termination of this Agreement. It is further agreed that City will not and shall not waive any rights against Developer that they may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in this Agreement.

**XI.2. Liability and Workers' Compensation Insurance.**

(a) Prior to initiating work on the Project and continuing through the issuance of the Certificate of Completion, Developer and all contractors working on behalf of Developer on the Project shall maintain a commercial general liability policy in the amount of One Million Dollars (\$1,000,000.00) each occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate, together with Three Million Dollars (\$3,000,000.00) excess liability coverage, or such other policy limits as City may require in its reasonable discretion, including coverage for bodily injury, property damage, environmental liability, products, completed operations and contractual liability coverage. Such policy or policies shall be written on an occurrence basis and shall name the Indemnitees as additional insureds.

(b) Until issuance of the Certificate of Completion, Developer and all contractors working on behalf of Developer shall maintain a comprehensive automobile liability coverage in the amount of One Million Dollars (\$1,000,000.00), combined single limit including coverage for owned and non-owned vehicles and shall furnish or cause to be furnished to City evidence satisfactory to City that Developer and any contractor with whom Developer has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. Automobile liability policies shall name the Indemnitees as additional insureds.

(c) Upon commencement of construction work and continuing until issuance of a Certificate of Completion, Developer and all contractors working on behalf of Developer shall maintain a policy of builder's all-risk insurance in an amount not less than the full insurable cost of the Project on a replacement cost basis naming City as loss payee. Such insurance shall include coverage for risks of direct physical loss or damage, excluding the perils of earthquake, flood, and earth movement.

(d) Upon completion of construction, Developer shall maintain property insurance covering all risks of loss (other than earthquake and flood) for one hundred percent (100%) of the replacement value of the Project with deductible, if any, in an amount acceptable to City, naming City as loss payee.

(e) Companies writing the insurance required hereunder shall be licensed to do business in the State of California. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII. The Commercial General Liability and comprehensive automobile policies required hereunder shall name the Indemnitees as additional insureds. Builder's Risk and property insurance shall name City as loss payees as their interests may appear.

(f) Prior to commencement of construction work, Developer shall furnish City with certificates of insurance in form acceptable to City evidencing the required insurance coverage and duly executed endorsements evidencing such additional insured status. The certificates shall contain a statement of obligation on the part of the carrier to notify City of any material adverse change, cancellation, termination or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material adverse change, cancellation, termination or non-renewal.

(g) If any insurance policy or coverage required hereunder is canceled or reduced, Developer shall, within twenty-one (21) days after receipt of notice of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to file such certificate, City may, without further notice and at its option, procure such insurance coverage at Developer's expense, and Developer shall promptly reimburse City for such expense upon receipt of billing from City.

(h) Coverage provided by Developer shall be primary insurance and shall not be contributing with any insurance, or self-insurance maintained by City, and the policies shall so provide. The insurance policies shall contain a waiver of subrogation for the benefit of City. Developer shall furnish the required certificates and endorsements to City prior to the commencement of construction of the Project, and shall provide City with certified copies of the required insurance policies upon request of City.

## **ARTICLE XII MISCELLANEOUS PROVISIONS**

**XII.1. No Brokers.** Each Party warrants and represents to the other that no person or entity can properly claim a right to a real estate commission, brokerage fee, finder's fee, or other compensation with respect to the transactions contemplated by this Agreement. Each Party agrees to defend, indemnify, and hold harmless the other Party from any claims, expenses, costs or liabilities arising in connection with a breach of this warranty and representation. The terms of this Section shall survive the expiration or earlier termination of this Agreement.

**XII.2. Enforced Delay; Extension of Times of Performance.** Subject to the limitations set forth below, performance by either Party shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended where delays are due to: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, governmental restrictions or priority, litigation, including court delays, unusually severe weather, acts or omissions of the other Party, acts or failures to act of City or any other public or governmental City or entity (other than the acts or failures to act of City which shall not excuse performance by City), or any other cause beyond the affected Party's reasonable control.

(a) An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause and such extension is not rejected in writing by the other Party within ten (10) days of receipt of the notice. Neither Party shall unreasonably withhold consent to an extension of time pursuant to this Section.

(b) Times of performance under this Agreement may also be extended in writing by the mutual agreement of Developer and City (acting in the discretion of its City Manager unless he or she determines in his or her discretion to refer such matter to the governing board of City). City and Developer acknowledge that adverse changes in economic conditions, either of the affected Party specifically or the economy generally, changes in market conditions or demand, and/or inability to obtain financing to complete the work of Improvements shall not constitute grounds of enforced delay pursuant to this Section. Each Party expressly assumes the risk of such adverse economic or market changes and/or financial inability, whether or not foreseeable as of the Effective Date.

**XII.3. Notices.** Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section.

(a) All such notices shall be sent by:

- (i) Personal delivery, in which case notice is effective upon delivery;
- (ii) Certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
- (iii) Nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;
- (iv) Email transmission, in which case notice shall be deemed delivered upon transmittal.

(b) All such notices shall be sent to:

**City**

City of Lemoore  
711 W. Cinnamon Drive  
Lemoore, CA 93245  
Attention: Nathan Olson, City Manager  
Phone: (559) 924 - 6744  
Email: nolson@lemoore.com

**Developer**

AMG & Associates, Inc.  
PO Box 260770  
Encino, CA 91316  
Attn: Cameron Johnson  
Phone: (818) 825 - 5488  
Email: cjohnson@amgland.com

**XII.4. Attorneys' Fees.** If either Party fails to perform any of its obligations under this Agreement, or if any dispute arises between the Parties concerning the meaning or interpretation of any provision hereof, then the prevailing Party in any proceeding in connection with such dispute shall be entitled to the costs and expenses it incurs on account thereof and in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements.

**XII.5. Waivers; Modification.** No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving Party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the Party granting the extension. This Agreement may be amended or modified only by a written instrument executed by the Parties.

**XII.6. Binding on Successors.** Subject to the restrictions on Transfers set forth in Article VII, this Agreement shall bind and inure to the benefit of the Parties and their respective permitted successors and assigns. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any permitted successor and assign of such Party who has acquired an interest in compliance with this Agreement or under law.

**XII.7. Survival.** All representations made by Developer hereunder and Developer's obligations pursuant to Sections V.15, V.19, IX.2, IX.4, XI.1, XII.1, and XII.18 shall survive the expiration or termination of this Agreement and the issuance and recordation of a Certificate of Completion.



**XII.8. Construction.** The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

**XII.9. Action or Approval.** Whenever action and/or approval by City is required under this Agreement, the City Manager or his or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City Manager determines in his or her discretion that such action or approval requires referral to the City Council for consideration.

**XII.10. Entire Agreement.** This Agreement, including Exhibits A through E attached hereto and incorporated herein by this reference, contain the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter hereof.

**XII.11. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Party. Any executed counterpart of this Agreement may be delivered to the other Party by email and shall be deemed as binding as if an originally signed counterpart was delivered.

**XII.12. Severability.** If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

**XII.13. No Third-Party Beneficiaries.** Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

**XII.14. Parties Not Co-Venturers.** Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another.

**XII.15. Non-Liability of Officials, Employees and Agents.** No officer, official, employee or agent of City shall be personally liable to Developer or its successors in interest in the event of any default or breach by City for any amount which may become due to Developer or its successors in interest pursuant to this Agreement.

**XII.16. Time of the Essence; Calculation of Time Periods.** Time is of the essence for each condition, term, obligation, and provision of this Agreement. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or

event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a business day, in which event the period shall run until the next business day. The final day of any such period shall be deemed to end at 5:00 p.m., local time at the Property. For purposes of this Agreement, a “business day” means a day that is not a Saturday, Sunday, a federal holiday, or a state holiday under the laws of California.

**XII.17.**        Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed in the Superior Court of Kings County, California or in the Federal District Court for the Eastern District of California.

**XII.18.**        General Indemnification. Developer shall indemnify, defend (with counsel approved by City) and hold harmless Indemnitees from all Claims (including without limitation, reasonable attorneys’ fees) arising in connection with any claim, action or proceeding to attack, set aside, void, or annul any approval by City or any of its agencies, departments, commissions, agents, officers, employees or legislative body concerning the Project or this Agreement. City will promptly notify Developer of any such claim, action or proceeding, and will cooperate fully in the defense. City may, within the unlimited discretion of each, participate in the defense of any such claim, action or proceeding, and if City chooses to do so, Developer shall reimburse City for reasonable attorneys’ fees and expenses incurred.

**XII.19.**        Legal Advice. Each Party represents and warrants to the other Party that this Agreement was carefully read, and in signing this Agreement, it is done so with full knowledge of any rights; each Party has received independent legal advice from the respective legal counsel as to the matters set forth in this Agreement, or has knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and that each Party freely signs this Agreement without any reliance upon any agreement, promise, statement, or representation by or on behalf of the other Party, or each respective agents, employees, or attorneys, except as specifically set forth in this Agreement, without duress or coercion, whether economic or otherwise.

**XII.20.**        Cooperation. Each Party agrees to cooperate with the other Party in this transaction and, in that regard, to sign any and all documents that may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement, including, but not limited to, released or additional agreements.

**XII.21.**        Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same, or different times, of any other rights or remedies for the same default or any other default by the other Party.

**XII.22.**        Inaction Not a Waiver of Default. 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 such rights or remedies, or deprive either such Party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any such rights or remedies,

SIGNATURES ON FOLLOWING PAGE

DRAFT

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date first written above.

CITY

THE CITY OF LEMOORE,  
a California municipal corporation

DEVELOPER

AMG & ASSOCIATES,  
a California Limited Liability Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Marisa Avalos, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Mary F. Lerner, City Attorney



**Exhibit A**

**LEGAL DESCRIPTION OF PROPERTY**

(Attach legal description.)

DRAFT

**Exhibit B**

**AFFORDABLE HOUSING COVENANTS**

DRAFT

**Exhibit C**  
**GRANT DEED**

DRAFT

**Exhibit D**  
**DEVELOPMENT SCHEDULE**

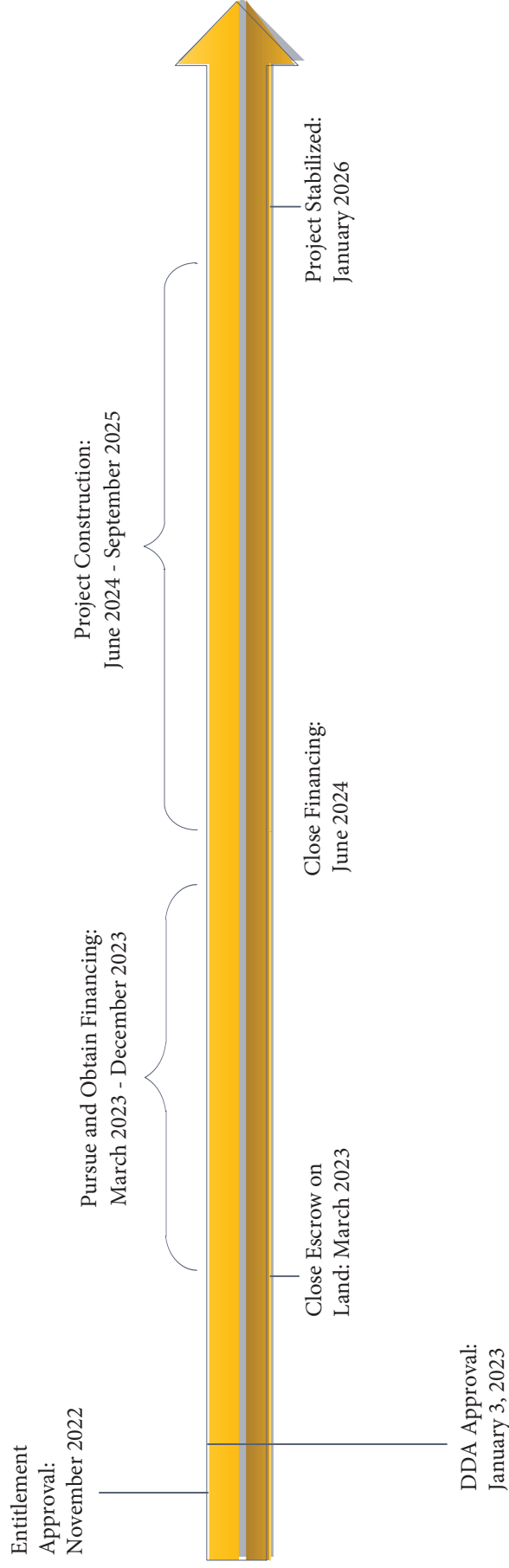
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**Exhibit E**  
**Form of Certificate of Completion**

DRAFT

## Smith Street Apartments - Development Timeline



**RESOLUTION NO. 2021-31**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE  
DECLARING TWO PARCELS OWNED BY THE CITY OF LEMOORE AS SURPLUS  
LAND AND AUTHORIZING THE CITY MANAGER TO SEND SURPLUS LAND  
NOTICES OF AVAILABILITY (APNs 023-020-065 and 023-020-064)**

**WHEREAS**, the City of Lemoore ("City") is the owner in fee simple of that certain real property located on the south side of East D Street, Oleander Avenue and Smith Avenue (APNs 023-020-065 and 023-020-064) totaling 4.92 acres and shown on the map in Exhibit "A," attached hereto and made a part hereof ("Property"); and

**WHEREAS**, under the Surplus Property Land Act, Government Code Sections 54220-54233 ("Act"), surplus land is land owned in fee simple by the City for which the City Council takes formal action in a regular public meeting declaring the land is surplus and not necessary for the City's use. The land must be declared either surplus land or exempt surplus land; and

**WHEREAS**, the Property is undeveloped, and is not otherwise being used by the City; and

**WHEREAS**, City staff has determined that the Property is not suitable for the City's use;  
and

**WHEREAS**, the City Council desires to declare that the Property is surplus land and not necessary for the City's use; and

**WHEREAS**, the Act requires that before the City Council disposes of the Property or engages in negotiations to dispose of the Property, the City shall send a written notice of availability of the Property to certain designated entities.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Lemoore hereby declares that the two vacant properties referenced above and on Exhibit A attached are declared surplus land and the City Council shall comply with state law regarding its disposition.

**BE IT FURTHER RESOLVED**, the City Council of the City of Lemoore hereby authorizes the City Manager to send surplus land notices in accordance with the Surplus Property Land Act.





**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Lemoore held on the 7<sup>th</sup> day of December 2021 by the following vote:

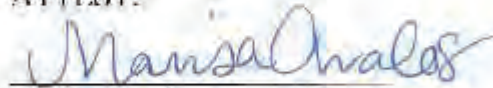
AYES: Orth, Gornick, Chaney, Matthews

NOES: None

ABSTAINING: None

ABSENT: Lyons

ATTEST:



Marisa Avalos  
City Clerk

APPROVED:



Patricia Matthews  
Mayor Pro Tem



RESOLUTION NO. 2022-12

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LEMOORE  
APPROVING MAJOR SITE PLAN REVIEW NO. 2022-05, FOR THE DEVELOPMENT OF AN  
AFFORDABLE HOUSING APARTMENT COMPLEX ON A 4.91-ACRE PARCEL LOCATED ON THE  
SOUTHEAST CORNER OF EAST D STREET AND SMITH AVENUE IN THE CITY OF LEMOORE**

At a Regular Meeting of the Planning Commission of the City of Lemoore duly called and held on November 14, 2022, at 7:00 p.m. on said day, it was moved by Commissioner MEADE, seconded by Commissioner ETCHEGOIN, and carried that the following Resolution be adopted:

**WHEREAS**, AMG & Associates, LLC has requested approval of Major Site Plan Review No. 2022-05 to allow an affordable housing apartment complex to be located at the southeast corner of the intersection of East D Street and Smith Avenue in the City of Lemoore (APNs 023-020-064 and 023-020-065); and,

**WHEREAS**, the proposed site is 4.91 acres in size and is zoned Medium Density Residential (RMD); and,

**WHEREAS**, the project proposes 108 family units in five different buildings with a density of 22 units per acre; and,

**WHEREAS**, the developer qualifies to receive density bonuses per Chapter 9 Articles G 9-5G-2 and 9-5G-4 of the Lemoore Municipal Code and is allowed up to three Incentives or Concessions to required development standards; and,

**WHEREAS**, the developer has requested three Concessions for the project; and,

**WHEREAS**, a Class 32 Categorical Exemption from Section 15332 – Infill Development Projects, has been prepared pursuant to the California Environmental Quality Act (CEQA); and,

**WHEREAS**, the Lemoore Planning Commission held a duly noticed public hearing at a November 14, 2022, Regular Meeting.

**NOW, THEREFORE, BE IT RESOLVED** that the Planning Commission of the City of Lemoore hereby makes the following findings regarding the proposed project, based on facts detailed in the November 14, 2022, Staff Report, which is hereby incorporated by reference, as well as the evidence and comments presented during the Public Hearing:

1. The proposed project is consistent with the objectives of the General Plan and complies with applicable zoning regulations, specific plan provisions, and improvement standards adopted by the City.
2. The proposed project does not exceed the total density under the base zoning district or the General Plan land use designation; however, it does qualify for density bonuses per Chapter 9, Articles G 9-5G-2 and 9-5G-4 of the City of Lemoore Municipal Code.
3. The project's lot sizes are consistent with densities in the General Plan and are appropriate for this site.



4. The proposed project will not be substantially detrimental to the adjacent property and will not materially impair the purposes of the Zoning Ordinance or the public interest.
5. The proposed architecture, site design, and landscape are suitable for the purposes of the building, and the site and will enhance the character of the neighborhood and community.
6. The architecture, character, and scale of the building and the site are compatible with the character of buildings on adjoining and nearby properties.
7. The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.
8. The Categorical Exemption 15332 is appropriate to be utilized for the evaluation of the environmental impacts of this project, in accordance with CEQA.
9. Allowing the density increases proposed in this project would assist the City of Lemoore in meeting its goals to supply affordable and available housing units.

**BE IT FURTHER RESOLVED** that the Planning Commission of the City of Lemoore hereby adopts the Notice of Exemption prepared for the project in accordance with CEQA and approves Major Site Plan Review No. 2022-05 subject to the following conditions:

1. The site shall be developed consistent with the approved Major Site Plan Review No. 2022-05 and its conditions, comments, and applicable development standards found in the City of Lemoore Zoning Ordinance and City Municipal Code.
2. Plans for all public and private improvements, including, but not limited to, water, sewer, storm drainage, road pavement, curb and gutter, sidewalk, street lights, landscaping, and fire hydrants shall be approved by the City Engineer, and these improvements shall be completed in accordance with the approved plans to the satisfaction of the Public Works Department.
3. The project shall be subject to applicable development impact fees adopted by the Resolution of the City Council.
4. Deviations from the approvals shall first require approval of an amendment to this Major Site Plan Review.
5. The developer shall comply with the standards, provisions, and requirements of the San Joaquin Valley Air Pollution Control District that relate to the project.
6. Fire hydrant types and locations shall be approved by the Lemoore Fire Department.
7. Concrete pads for the installation of common mailbox units shall be provided in accordance with determinations made by the Lemoore Postmaster.
8. Street trees from the City approved street tree list shall be planted with root barriers as per Public Works standards and specifications.
9. Street lights shall be provided within the project as per City local street lighting standards.
10. All sidewalks, paths of travel, and crossings shall be ADA-compliant.

11. Coordinate with KART for proposed transportation stop locations(s) on or near the site.
12. Any damage to existing roadways, sidewalks, or curb and gutter that occurs during construction shall be repaired or replaced to the satisfaction of the Public Works Department.
13. The project and all subsequent uses must meet the requirements found in Section 9-5B-2 of the Zoning Ordinance, related to noise, odor, vibration, and maintenance.
14. A Lot Line Adjustment to merge the two parcels shall be completed prior to the approval of a building permit.
15. The time limits and potential extensions and expiration of this Major Site Plan Review are established per Section 9-2A-9 of the City of Lemoore Zoning Ordinance.

Passed and adopted at a Regular Meeting of the Planning Commission of the City of Lemoore held on November 14, 2022, by the following votes:


**AYES:** MEADE, ETCHEGOIN, BREWER, CLEMENT, COUCH, DEY

**NOES:**

**ABSTAINING:**

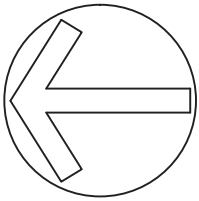
**ABSENT:** FRANKLIN

**APPROVED:**

  
\_\_\_\_\_  
Michael Dey, Chairperson

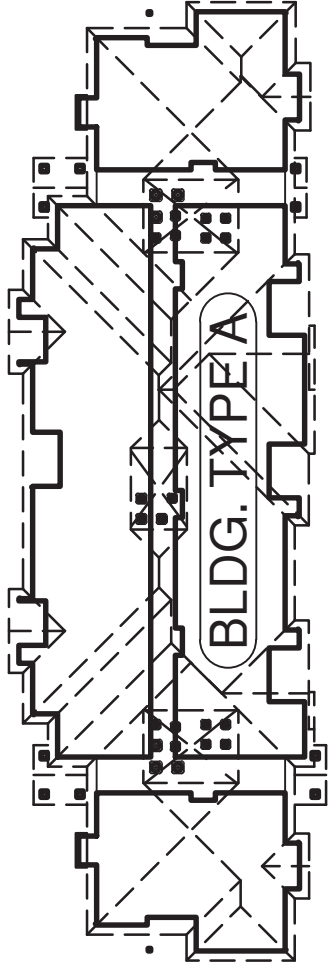
**ATTEST:**

  
\_\_\_\_\_  
Kristie Baley, Commission Secretary



# SITE PLAN

SCALE: 1" = 40'-0"



## BUILDING TYPE A

(4) BLDG.'S TOTAL

(3) 1-BEDROOMS, (15) 2-BEDROOMS, (6) 3-BEDROOMS

FOOTPRINT - 8,893

MAXIMUM HEIGHT - 41'-3"± (3) STORIES

OCCUPANCY R-2

FULLY SPRINKLERED PER NFPA 13

CONSTRUCTION TYPE: VA

## BUILDING TYPE B

(1) BLDG.

(12) 3-BEDROOMS

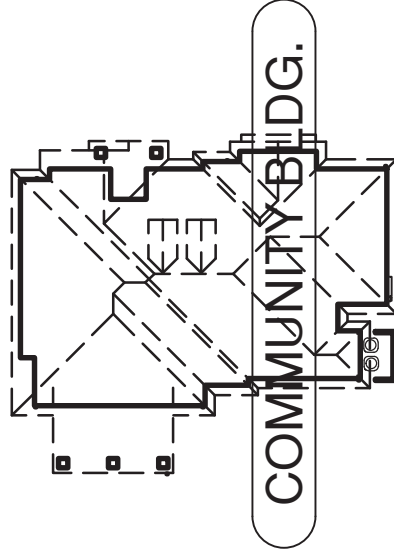
FOOTPRINT - 5,862

MAXIMUM HEIGHT - 40'-0"± (3) STORIES

OCCUPANCY R-2

FULLY SPRINKLERED PER NFPA 13

CONSTRUCTION TYPE: VA



## COMMUNITY BUILDING

(1) BLDG. TOTAL

FOOTPRINT - 3,481 S.F.

MAXIMUM HEIGHT - 28'-5" (1) STORY

OCCUPANCY A-3 / B

FULLY SPRINKLERED PER NFPA 13

CONSTRUCTION TYPE: VB



## LAUNDRY BUILDING

(1) BLDG.

FOOTPRINT - 515 S.F.

MAXIMUM HEIGHT - 12'-10"± (1) STORY

OCCUPANCY B

FULLY SPRINKLERED PER NFPA 13

CONSTRUCTION TYPE: VA





COMMUNITY BUILDING



**RESOLUTION NO. 2022-38**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE  
ACCEPTING AMG & ASSOCIATES OFFER FOR THE SALE AND DEVELOPMENT  
OF SURPLUS LAND OWNED BY THE CITY OF LEMOORE AND AUTHORIZING  
THE CITY MANAGER TO ENTER ESCROW (APNS 023-020-065 AND 023-020-064)**

**WHEREAS**, the City of Lemoore ("City") is the owner in fee simple of that certain real property located on the south side of East D Street, Oleander Avenue and Smith Avenue (APNs 023-020-065 and 023-020-064) totaling 4.92 acres and shown on the map in Exhibit "A," attached hereto and made a part hereof ("Property"); and

**WHEREAS**, under the Surplus Property Land Act, Government Code Sections 54220-54233 ("Act"), surplus land is land owned in fee simple by the City for which the City Council took formal action in a regular public meeting on December 7, 2021 declaring the land is surplus and not necessary for the City's use.; and

**WHEREAS**, the City sent a written notice of availability of the Property to certain designated entities on January 31, 2022 and provided a 60-day response period, and

**WHEREAS**, the City received three proposals from three affordable housing developers for acquisition and development of the surplus land, and

**WHEREAS**, the City reviewed the proposals per Surplus Land Act Guidelines.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council accepts the AMG & Associates offer for the sale and development of the City owned Surplus Land.

**BE IT FURTHER RESOLVED**, the City Council of the City of Lemoore hereby authorizes the City Manager to enter escrow with AMG & Associates for the purpose of constructing affordable housing on the Property.

**PASSED AND ADOPTED** by the Lemoore City Council on this 4<sup>th</sup> day of October 2022, by the following vote:

AYES: Gornick, Matthews, Chaney, Orth, Lyons

NOES: None

ABSENT: None

ABSTAIN: None

ATTEST:



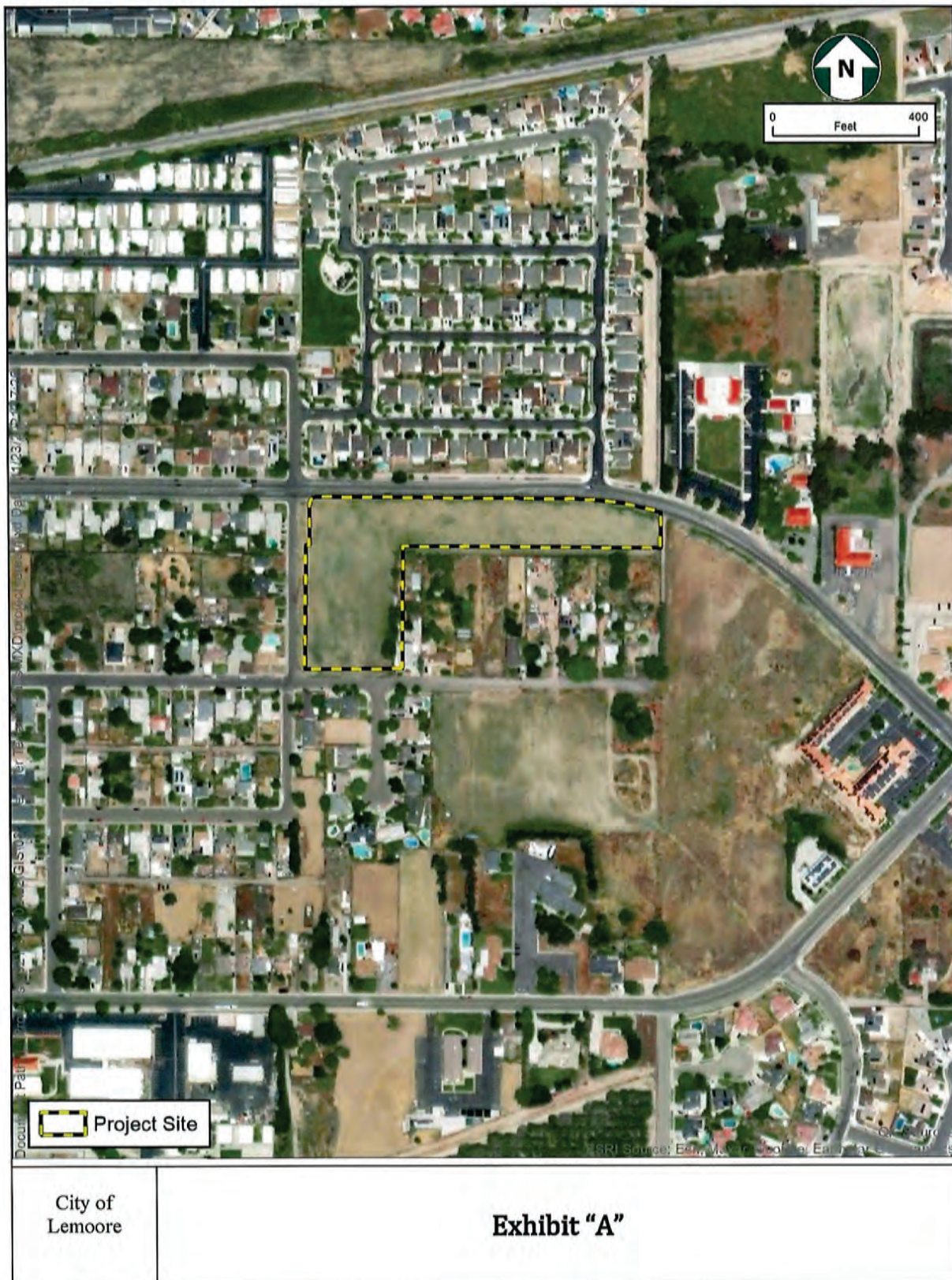
Marisa Avalos  
City Clerk

APPROVED:



Stuart Lyons  
Mayor







PO Box 260770  
Encino, California 91316  
Land Planning, Finance & Development  
Tel. 818-380-2600  
Fax. 818-380-2603

April 25, 2022

City of Lemoore  
Attn: Kristi Baley  
711 W. Cinnamon Drive  
Lemoore, CA 93245

Ms. Baley,

Thank you for the opportunity to respond to the City's inquiry regarding the potential development (the "Project") on APN 023-020-064 and APN 023-020-065 (collectively, the "Parcels"), proposed by AMG & Associates, LLC ("AMG"). Please find a table of contents concerning important information contained herein.

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PO Box 260770  
Encino, California 91316

Land Planning, Finance & Development

Tel. 818-380-2600

Fax. 818-380-2603

### Introduction to Project and Project Financing

AMG intends to construct between 98-110 units on the Parcels utilizing a combination of 9% low-income housing tax credits issued by the California Tax Credit Allocation Committee as well as grant funding from the Affordable Housing and Sustainable Communities Program (“AHSC”), administered by the California Department of Housing and Community Development (“HCD”).

AHSC is a funding program created in 2014 that subsidizes both infill, low carbon-emission affordable housing developments and local transportation infrastructure improvements near such development sites, servicing the ultimate objective of encouraging Californians to drive less and instead, utilize public transportation and non-carbon emission transportation methods, such as walking, biking, and ride-share vans. AHSC, like many other public housing funding programs, is competitive. Applications are scored according to financial feasibility of the project and transportation improvements, local need for transportation infrastructure improvements, and location of the project to amenities and public resources, among other things.

In an AHSC application, AMG, our partner firm Pacific West Communities, Inc (“PWC”) and the City of Lemoore (the “City”) would participate as co-applicants. A portion of the total funding received (typically, roughly 60%) would be dedicated towards the Project itself while the remainder would be dedicated towards transportation improvements, such as new bike lanes, street lights, bus shelters, bus fleet, sidewalks, and van fleet (for CalVans). Transportation infrastructure improvements are typically applied in areas in close proximity to the Project, which would be identified in the application.



PO Box 260770  
Encino, California 91316

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### Statement of Qualifications (AMG)

AMG & Associates, LLC (“AMG”) is a mid-size land development company that specializes in the development of rental housing in California and other western states.

Our philosophy is to capitalize on the added value created through assembling the most qualified and trustworthy development and capital partners. We believe that the highest yields are achieved through land acquisitions that have been overlooked by developers and investors that do not have the risk appetite for complex land entitlements and financing. AMG principals are involved in all aspects of the development process in which all of its projects involve an institutional capital partner and an experienced development partner.

In every land development project that AMG develops, it takes the land acquisition entitlement risk, develops the financing plan, selects the most qualified development partner and capital partner, and then oversees the project until the final permanent loan conversion and/or sale. Other land development transactions involve joint ventures with land owners or ventures with municipal agencies. To date, AMG has developed over 3,600 units with a total project cost of over \$450MM, partnering with its strategic development partners in 55 limited partnerships.

Through extensive due-diligence, experience and its own capital at risk, AMG minimizes its capital partners’ land development risks.



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### Statement of Qualifications (Pacific West Communities, Inc)

Pacific West Communities, Inc. (PWC) is a real estate development and finance firm specializing in the construction and rehabilitation of affordable workforce and senior housing throughout the western United States. With a particular emphasis on the use of the affordable housing tax credit, PWC and its related companies develop multifamily and senior housing in the states of California, Arizona, New Mexico, Utah, Oregon, Montana, Idaho, Nevada, Colorado, Washington, and Wyoming.

The President and CEO of PWC, Caleb Roope has managed the development and construction of over 160 housing developments since 1998. With a history in the new construction of housing, as well as the rehabilitation of existing housing, PWC combines the federal affordable housing tax credit program with secondary financing including Home Investment Partnership Program (HOME) funds, Multifamily Housing Programs (MHP) funds, Infill Infrastructure Grant funds, Community Development Block Grants (CDBG), Affordable Housing Program (AHP) funds, and other local, state, and federal resources to creatively bring solutions to communities with affordable housing needs. PWC fills a much-needed housing niche in a variety of unique environments with a special focus on rural areas, resort communities, and high-cost communities such as Jackson Hole-WY, Truckee-CA, Bishop-CA, Mammoth Lakes-CA, and Eagle-CO.

Caleb Roope's experiences include all facets of the real estate development and financing processes with special emphasis directed toward site acquisition and feasibility evaluations. His companies initiate roughly ten new developments per year resulting in approximately twenty-five active projects in various stages of development and construction.

## AHSC Fact Sheet



### Affordable Housing and Sustainable Communities

Integrating affordable homes and sustainable transportation



The Affordable Housing and Sustainable Communities Program (AHSC) builds healthier communities and protects the environment by increasing the supply of affordable places to live near jobs, stores, transit, and other daily needs. Personal vehicle use is, by far, the most significant source of greenhouse gas emissions in California. AHSC reduces these emissions by funding projects that make it easier for residents to get out of their cars and walk, bike, or take public transit. Funded by auction proceeds from California's Cap-and-Trade emissions reduction program, AHSC is administered by the Strategic Growth Council and implemented by the California Department of Housing and Community Development.

***"AHSC helps create holistic communities with affordable housing & transportation options near jobs & other key destinations."***







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## AHSC Fact Sheet (Continued)

### **WHAT DOES AHSC FUND?**

AHSC provides funding for affordable housing developments (new construction or renovation) and transportation infrastructure. This may include sustainable transportation infrastructure, such as new transit vehicles, sidewalks, and bike lanes; transportation-related amenities, such as bus shelters, benches, or shade trees; and other programs that encourage residents to walk, bike, and use public transit.

### **WHO IS ELIGIBLE TO APPLY?**

Eligible applicants include:

- » Local governments
- » Transportation and transit agencies
- » Non-profit and for-profit housing developers
- » Joint powers authorities
- » K-12 school, college and university districts
- » Federally recognized Indian tribes

Historically, most applicants have been developers of affordable and mixed-income housing, local governments, regional transportation agencies, and public transit providers. Applicants are also welcome to submit joint proposals to co-develop a project.

### **HOW WILL OUTCOMES BE TRACKED & MONITORED?**

Because AHSC is a greenhouse gas reduction program, applicants who receive awards are responsible for monitoring and reporting their projects' emissions reductions using a quantification methodology certified by the California Air Resources Board. Award recipients are also responsible for monitoring and reporting co-benefit indicators based on the health, environmental and economic goals they identified at the grant's onset.

### **WHAT DOES SUCCESS LOOK LIKE?**

Successfully implemented, the AHSC program creates California cities where residents can get everywhere they need to go without having to drive. This results in cleaner air, healthier lifestyles, and protects current and future generations from the threat of climate change.

PROVIDED OVER 

**6,050**

**AFFORDABLE HOMES**

 FOR FAMILIES IN NEED

REDUCE  
**1.58 million**  
**TONNES OF CO<sub>2</sub>E**  
OVER THEIR OPERATING LIVES

### **CONTACT**

Coral Abbott

[ahsc@sgc.ca.gov](mailto:ahsc@sgc.ca.gov)

<http://sgc.ca.gov/programs/ahsc/>



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## Winning AHSC Projects and Disbursement of AHSC Funds

AMG, working in conjunction with PWC, has achieved an over 85% success rate in obtaining AHSC funding. Of the 7 AHSC applications submitted to AHSC, 6 were ultimately funded. On the following pages, I have attached examples of previous AMG/PWC projects that have obtained AHSC funding. Numbers in the column “transportation capital funding” indicate funding that was disbursed the cities in which the respective project is located. We obtained approximately \$38,800,000 of funding in the 4<sup>th</sup> round, \$35,000,000 of funding in the 5<sup>th</sup> round, and \$40,550,000 in the 6<sup>th</sup> round.

Round 4 AHSC Awards: AMG/PWC were co-developers in the Amaya Village Apartments in Orange Cove, CA, the Madera Veterans Apartments in Madera, CA and the Ocotillo Springs Apartments in Brawley, CA.

Appendix A-1

Table 1: Staff Recommendations: AHSC FY2017-18 Awards

Transit Oriented Developments								
Project Name	Applicants	Project Location	Final Score	Total Units	Income Restricted Units	Housing Funding	Transportation Capital Funding	Total AHSC Award
Gateway at Millbrae, Site 6A	Core Affordable Housing LLC	Millbrae	86	80	79	\$ 11,809,959	\$ 6,000,000	\$ 18,042,459
500 Turk Street, TOD Partnership	Tenderloin Neighborhood Development Corporation; City and County of San Francisco	San Francisco	85	108	96	\$ 13,700,000	\$ 6,000,000	\$ 20,000,000
San Jose Market-Almaden TOD	Satellite Affordable Housing Associates; City of San Jose	San Jose	85	87	86	\$ 12,777,880	\$ 5,970,438	\$ 18,908,818
Hollywood Arts Collective	Thomas Saffran and Associates Development Inc.; City of Los Angeles	Los Angeles	83	152	81	\$ 9,500,000	\$ 4,200,000	\$ 13,839,600
Roosevelt Park Apartments	First Community Housing; City of San Jose	San Jose	79	80	69	\$ 8,623,532	\$ 4,000,988	\$ 12,837,770
2012 Berkeley Way	Bridge Housing Corporation; Berkeley Food and Housing Project; Alameda-Contra Costa Transit District	Berkeley	77	142	141	\$ 13,517,842	\$ 6,000,000	\$ 19,591,610
13th & Broadway	S.V.D.P Management Inc.; City of San Diego	San Diego	75	273	270	\$ 13,700,000	\$ 6,000,000	\$ 20,000,000
Manchester Urban Homes	NHS Neighborhood Redevelopment Corporation; Wasel Inc; City of Los Angeles	Los Angeles	74	122	119	\$ 13,500,000	\$ 6,000,000	\$ 20,000,000
Subtotal TOD Projects				1044	921	\$ 97,129,013	\$ 44,171,426	\$ 143,020,457
Integrated Connectivity Projects								
Project Name	Applicants	Project Location	Final Score	Total Units	Income Restricted Units	Housing Funding	Transportation Capital Funding	Total AHSC Requested
Light Tree	Eden Housing Inc; East Palo Alto Community Alliance & Neighborhood Development Organization; City of East Palo Alto	East Palo Alto	89	126	126	\$ 13,651,295	\$ 6,000,000	\$ 20,000,000
Downtown Coachella Net Zero Housing and Transportation Project	Chelsea Investment Corporation; City of Coachella	Coachella	88	105	104	\$ 8,395,407	\$ 6,470,000	\$ 14,895,407
Treasure Island Parcel C3.1, Ferry Terminal, and Bay Bridge Connection	Mercy Housing California; Treasure Island Development Authority	San Francisco	86	135	81	\$ 13,753,000	\$ 8,017,460	\$ 20,000,000
Weingart Tower and Skid Row Transportation Safety Project	Chelsea Investment Corporation; City of Los Angeles Housing and Community Investment Department	Los Angeles	85	278	275	\$ 13,750,000	\$ 6,000,000	\$ 20,000,000
Downtown Madera Veterans and Family Housing	Pacific West Communities Inc; MDRES Inc; City of Madera	Madera	85	48	47	\$ 7,568,540	\$ 3,413,000	\$ 11,325,908
Mission Heritage Plaza	Wakeland Housing and Development Corporation; City of Riverside	Riverside	84	72	71	\$ 10,615,231	\$ 6,000,000	\$ 16,826,931
Vermont Manchester Transit Priority Project	BRIDGE Housing Corporation; City of Los Angeles; County of Los Angeles	Los Angeles	84	180	165	\$ 13,500,000	\$ 6,000,000	\$ 20,000,000
Ventura Westside Housing and Active Transportation	Homecomings Inc; Housing Authority of the city of San Buenaventura	Ventura	80	105	104	\$ 13,000,000	\$ 5,685,814	\$ 18,983,730
Grand View Village Connectivity Project	Visionary Home Builders of California Inc	Stockton	80	63	62	\$ 9,900,000	\$ 7,712,152	\$ 17,894,572
Twin Rivers Block B and E	McCormack Baron Salazar Inc; Sacramento Housing and Redevelopment Agency	Sacramento	80	123	100	\$ 12,933,015	\$ 5,840,000	\$ 18,793,015
Subtotal ICP Projects				1237	1135	\$ 117,066,928	\$ 59,138,426	\$ 178,720,563
Rural Innovation Projects								
Project Name	Applicants	Project Location	Final Score	Total Units	Income Restricted Units	Housing Funding	Transportation Capital Funding	Total AHSC Requested
Ocotillo Springs	Pacific West Communities Inc; City of Brawley	Brawley	82	75	74	\$ 10,350,000	\$ 2,305,679	\$ 12,779,179
Amaya Village	Pacific West Communities Inc; City of Orange Cove	Orange Cove	72	81	80	\$ 11,745,000	\$ 2,963,000	\$ 14,793,000
Danco Communities and City of Arcata Isaacson's Multifamily Housing HRI and STI Project	Danco Communities; City of Arcata	Arcata	67	44	43	\$ 2,150,000	\$ 2,310,700	\$ 4,460,700
Subtotal RIPA Projects				200	197	\$ 24,245,000	\$ 7,576,679	\$ 32,029,879





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### Winning AHSC Projects and Disbursement of AHSC Funds (Continued)

Round 5 AHSC Awards: AMG/PWC were co-developers in the Mojave View Apartments in Ridgecrest, CA the Coalinga Pacific Apartments in Coalinga, CA and the Riverbend Family Apartments in Oroville, CA.

Project Name	Applicant(s)	Amount Requested	Amount Awarded	City	County	Project Type	Description
266 4th Street - TOD Partnership	Tenderloin Neighborhood Development Corporation ; City and County of San Francisco ;	\$20,113,667	\$20,113,667	San Francisco	San Francisco	Transit-Oriented Development	Provides 69 affordable apartments (70 total units) along with one mile of new bikeways, one mile of new or upgraded sidewalks, and 10 new bus shelters, and the purchase of 3 new train cars as part of BART's Train Control Modernization Project.
Connected Berkeley	Satellite Affordable Housing Associates;	\$19,072,792	\$19,072,792	Berkeley	Alameda	Integrated Connectivity Project	Provides 62 new affordable housing units (63 total Units), over 2 miles of new bikeways, .5 miles of new or replaced sidewalk, while adding 4 bus shelters and 6 crosswalks. Includes purchase of 3 new train cars as part of BART's Train Control Modernization Project.
Madrone Terrace	Resources for Community Development;	\$18,947,330	\$18,947,330	San Leandro	Alameda	Integrated Connectivity Project	Transforms an underutilized lot into a beautifully designed recreation center, affordable childcare center, and affordable housing development including 78 affordable units (79 total units). Includes over 1.3 miles of improved sidewalks, 27 enhanced crosswalks, more than 1.5 miles of new Class II and Class IV bike lanes, and 95 new street trees along the East 14th Street Corridor. Includes purchase of 2 new train cars as part of BART's Train Control Modernization Project.
Mojave View	Pacific West Communities, Inc.; City of Ridgecrest	\$18,205,593	\$18,205,593	Ridgecrest	Kern	Rural Innovation Project	Provides 75 new affordable housing units (76 total). In partnership with Caltrans and Kern County Transit, the project will procure thirty-five (35) vanpool vans and two new electric shuttles. Also includes 2 miles of new bikeways, 3 miles of new or replaced sidewalk, 4 bus shelters, and 2 crosswalks to serve the residents of the Ridgecrest community.



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### Winning AHSC Projects and Disbursement of AHSC Funds (Continued)

Continuation of Round 5 AHSC Awards Below:

Project Name	Applicant(s)	Amount Requested	Amount Awarded	City	County	Project Type	Description
Coalinga	Pacific West Communities, Inc.; City of Coalinga; Fresno County Rural Transit	\$16,845,700	\$16,845,700	Coalinga	Fresno	Rural Innovation Project	Provides 75 units of 100% of ZeroNet Energy affordable housing (76 total units). Significantly improves transit access in rural Western Fresno County by creating a new express bus service between Coalinga and Fresno while adding 15 vanpool vans. Also includes 61 new street lights, 2 miles of sidewalk, and almost 2 miles of new bikeways.
Sherwood Avenue Family Apartments	Pacific Housing, Inc.; Milestone Housing Group, LLC; City of McFarland	\$25,588,431	\$16,246,304	McFarland	Kern	Rural Innovation Project	Provides 80 new affordable housing units (81 total units) and features 23 new streetlights, 0.7 miles of new class II bike lanes, 1.17 miles of new and repaired sidewalks, and a CalVans 30 van fleet for van pooling to serve the residents of the McFarland community.
Worthington La Luna Rural Housing and Transportation Partnership	CRP MHP Sponsor LLC; City of Imperial; Metropolitan Area Advisory Committee on Anti-Poverty of San Diego County, Inc	\$15,000,000	\$15,000,000	Imperial	Imperial	Rural Innovation Project	Provides 112 new affordable housing units (114 total units) along with fifty (50) hybrid vans for CalVans vanpool service, over 0.77 miles of new sidewalks and 2.74 miles of new bikeways, and 3 crosswalks.
Thatcher Yard Housing	Thomas Safran & Associates Development Inc.; City of Los Angeles / Housing + Community Investment Department;	\$13,255,512	\$13,255,512	Los Angeles	Los Angeles	Integrated Connectivity Project	Provides 78 new affordable housing units (98 total units) for formerly homeless families and seniors. Includes purchase of 5 new electric DASH buses to strengthen connections to transit for the entire neighborhood, 8 miles of new bikeways, 2,134 feet of new or replaced sidewalk, 3 bus shelters, and 2 crosswalks in a neighborhood rich with amenities and transit options.
619 Westlake	Meta Housing Corporation; City of Los Angeles; Housing & Community Investment Department;	\$13,232,431	\$13,232,431	Los Angeles	Los Angeles	Transit-Oriented Development	Provides 77 new affordable housing units (78 total units) along with the purchase of 2 new electric DASH buses to strengthen connections to transit for the entire neighborhood, almost .25 miles of new bikeways, 2,468 feet of new or replaced sidewalk, 7 bus shelters, and 12 crosswalks.





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## Winning AHSC Projects and Disbursement of AHSC Funds (Continued)

Round 6 AHSC Awards: AMG/PWC were co-developers in the Newmark Village Apartments in Sanger, CA.

Staff Recommendations: AHSC Round 6 Fiscal Year 2019-2020 and 2020-2021 Awards

Appendix A-1

### Transit Oriented Developments (TOD)

Project Name	Applicants	Project Location	Final Score	Total Units	Income Restricted Units	Housing Funding	Programs Funding	Transportation Funding	Total AHSC Award	Disadvantaged Community	(GHG Reduction)/(AHSC Funding Request)
Umeja Apartments	LTSC Community Development Corporation, City of Los Angeles; Housing & Community Investment Department	Los Angeles	92	175	173	\$ 20,000,000	\$ 511,400	\$ 9,488,600	\$ 30,000,000	Y	0.001980
Grandview Apartments TOD	Abode Communities, City of Los Angeles; Housing & Community Investment Department	Los Angeles	89.5	100	94	\$ 9,054,836	\$ 319,200	\$ 4,630,800	\$ 14,004,836	Y	0.003169
Locke Lofts	Flexible PSH Solutions, Inc., City of Los Angeles	Los Angeles	88	150	148	\$ 20,000,000	\$ 470,000	\$ 9,630,000	\$ 30,000,000	Y	0.00126
The Kelsey Civic Center	Mercy Housing California, City of San Francisco; County of San Francisco	San Francisco	87	112	98	\$ 20,000,000	\$ 269,852	\$ 9,000,000	\$ 29,269,852	N	0.001943
Dupont Apartments	First Community Housing	San Jose	86.16	141	107	\$ 7,979,600	\$ 204,000	\$ 4,608,993	\$ 12,816,593	N	0.002304
On Broadway Apartments	EAH Inc.	Sacramento	83.66	140	138	\$ 18,446,000	\$ 564,000	\$ 10,000,000	\$ 29,000,000	Y	0.002977
Tamien Station	Core Affordable Housing, LLC; Central Valley Coalition for Affordable Housing	San Jose	81.66	135	134	\$ 18,500,000	\$ 249,949	\$ 10,000,000	\$ 28,749,949	Y	0.001669
Barbosa Reservoir	BRIDGE Housing Corporation, City of San Francisco; County of San Francisco	San Francisco	81.5	124	87	\$ 19,610,404	\$ 263,741	\$ 9,721,341	\$ 29,595,486	N	0.001213
1880 Walnut Street Housing	Heritage Housing Partners, City of Pasadena	Pasadena	78.66	58	25	\$ 4,375,000	\$ 30,000	\$ 4,345,000	\$ 8,750,000	N	0.004580
501 E. Compton	Kath B. Key Enterprises, LLC, City of Compton	Compton	78.3	230	58	\$ 12,335,862	\$ 588,800	\$ 8,073,450	\$ 20,997,952	Y	0.002158
Longhollow Corner and Transit Improvements	Resources for Community Development, City of Oakland	Oakland	79	177	75	\$ 12,319,140	\$ 233,340	\$ 7,034,634	\$ 19,587,014	Y	0.001571
Lake Merritt BART Senior Affordable Housing	East Bay Asian Local Development Corporation, City of Oakland	Oakland	78	97	86	\$ 16,500,000	\$ 369,913	\$ 7,543,164	\$ 24,413,076	Y	0.001272
Mayfair El Centro	BRIDGE Housing Corporation, City of El Centro	El Centro	77.16	69	63	\$ 17,222,372	\$ 403,159	\$ 9,285,313	\$ 26,910,844	N	0.001174
Subtotal TOD Projects:			1888	1902		\$ 186,989,018	\$ 4,441,263	\$ 103,581,336	\$ 303,986,604		

### Integrated Connectivity Projects (ICP)

Project Name	Applicants	Project Location	Final Score	Total Units	Income Restricted Units	Housing Funding	Programs Funding	Transportation Funding	Total AHSC Requested	Disadvantaged Community	(GHG Reduction)/(AHSC Funding Request)
Middlefield Junction	Mercy Housing California	Redwood City	95	179	155	\$ 14,660,000	\$ 637,600	\$ 10,000,000	\$ 25,297,600	N	0.001957
Richland Village	Butte Community Affordable Housing; Sage Housing Group LLC	Yuba City	92	176	175	\$ 20,425,000	\$ 375,000	\$ 9,200,000	\$ 30,000,000	Y	0.001740
The Hunter House	Service First of Northern California	Stockton	89.33	120	119	\$ 17,340,556	\$ 293,460	\$ 9,473,064	\$ 27,007,079	Y	0.001652
965 Weeks Street	Mid-Penninsula The Farm, Inc., East Palo Alto Community Alliance	East Palo Alto	89	135	135	\$ 11,700,000	\$ 337,126	\$ 7,750,000	\$ 19,787,126	Y	0.001661
Renaissance at Baker	Neighborhood Dev. Organization, City of East Palo Alto	East Palo Alto	89.66	85	84	\$ 10,000,000	\$ 209,043	\$ 4,468,110	\$ 14,677,153	Y	0.001978
Lancaster	Vista Del Monte Affordable Housing Inc., Housing Authority of the County of Kern, City of Bakersfield	Bakersfield	88	114	113	\$ 14,291,374	\$ 310,340	\$ 10,000,000	\$ 24,601,714	N	0.002726
West Valley Connector and Pomona East End Village	BRIDGE Housing Corporation, City of Lancaster	Lancaster	88	114	113	\$ 14,291,374	\$ 310,340	\$ 10,000,000	\$ 24,601,714	N	0.002726
West Valley Connector and Pomona East End Village	Vista Del Monte Affordable Housing Inc., City of Pomona; San Bernardino County Transportation Authority	Pomona	87.66	125	123	\$ 18,432,868	\$ 332,840	\$ 8,622,321	\$ 27,387,829	Y	0.003416
West LA VA - Building 156 & 157 and Big Blue Bus Westside Expansion	Unincorporated Los Angeles County	Los Angeles County	87.33	112	110	\$ 10,157,108	\$ 232,600	\$ 8,809,634	\$ 19,199,342	N	0.001711
Melro Ave Apartments	Century Affordable Development, Inc. ("CAD"); City of Santa Monica - Big Blue Bus	Los Angeles	87.33	112	110	\$ 10,157,108	\$ 232,600	\$ 8,809,634	\$ 19,199,342	N	0.001711
Melro Ave Apartments	Omni America LLC, City of Los Angeles / Housing - Community Investment	Los Angeles	85.33	123	123	\$ 15,735,000	\$ 428,600	\$ 7,260,000	\$ 23,423,600	Y	0.001841
Sunnyvale HOPE SF Block 3A	The Related Companies of California, LLC; Mercy Housing California, City of San Francisco	San Francisco	84.66	80	79	\$ 10,850,000	\$ 500,000	\$ 9,855,299	\$ 21,205,299	N	0.002142
Nettie Harrison Gateway Affordable Housing and Sustainable Transportation Improvements	Resources for Community Development	Emeryville	84.66	90	88	\$ 10,123,184	\$ 268,004	\$ 9,624,634	\$ 20,015,822	Y	0.001448
Central Terrace Apartments	Many Mansions	Dunard	84	87	86	\$ 15,298,727	\$ 338,462	\$ 8,189,500	\$ 23,796,689	Y	0.001338
Subtotal ICP Projects:			1427	1391		\$ 188,118,817	\$ 4,281,871	\$ 104,429,461	\$ 278,788,939		

### Rural Innovation Projects (RIPA)

Project Name	Applicants	Project Location	Final Score	Total Units	Income Restricted Units	Housing Funding	Programs Funding	Transportation Funding	Total AHSC Requested	Disadvantaged Community	(GHG Reduction)/(AHSC Funding Request)
Escalante Meadows	Housing Authority of the County of Santa Barbara; City of Guadalupe	Guadalupe	86.33	80	73	\$ 12,000,000	\$ 209,130	\$ 7,166,080	\$ 19,375,180	N	0.001078
Shasta Lake Downtown Revitalization	Community Revitalization and Development Corporation; Win River Hotel Corporation; City of Shasta Lake; ADK Properties LLC	Shasta Lake	86	49	46	\$ 8,276,661	\$ 270,848	\$ 7,992,750	\$ 16,540,259	N	0.00044
Sugar Pine Village	The Related Companies of California, LLC; City of South Lake Tahoe	South Lake Tahoe	86	60	59	\$ 10,551,967	\$ 284,950	\$ 5,522,543	\$ 17,359,410	N	0.000840
Newmark Village Apartments	Pacific West Communities, Inc. City of Sanger	Sanger	84.66	72	71	\$ 9,700,000	\$ 300,243	\$ 3,959,000	\$ 13,959,243	Y	0.003393
Los Amigos Housing and Transportation Improvement Project	Self-Help Enterprises	Farmersville	84	54	53	\$ 7,274,385	\$ 104,500	\$ 7,144,385	\$ 14,523,570	Y	0.004142
Subtotal RIPA Projects:			316	304		\$ 44,802,910	\$ 1,172,078	\$ 24,488,728	\$ 78,468,718		

### Discretionary Funding

Project Name	Applicants	Project Location	Final Score	Total Units	Income Restricted Units	Housing Funding	Programs Funding	Transportation Funding	Total AHSC Requested	Disadvantaged Community	(GHG Reduction)/(AHSC Funding Request)
Lazuli Landing	MidPen Housing Corporation	Union City	83.33	81	74	\$ 13,500,000	\$ 488,958	\$ 7,134,634	\$ 21,123,592	N	0.001384
57th & Western Apartments	Innovative Housing Opportunities, Inc., City of Los Angeles / Housing - Community Investment Department	Los Angeles	82.66	160	157	\$ 20,000,000	\$ 378,200	\$ 9,521,800	\$ 30,000,000	Y	0.00080
Pacific Station North	First Community Housing, City of Santa Cruz; Metro Santa Cruz	Santa Cruz	82.5	95	93	\$ 20,000,000	\$ 360,960	\$ 9,345,940	\$ 29,686,900	N	0.000491
Vista Terrace	Thomas Daffin & Associates Development Inc., City of Los Angeles / Housing - Community Investment	Los Angeles	82	102	101	\$ 12,000,000	\$ 381,600	\$ 9,616,200	\$ 22,000,000	Y	0.000917
Jordan Downs Area HCB	BRIDGE Housing Corporation, City of Los Angeles	Los Angeles	82	119	94	\$ 9,000,000	\$ 927,287	\$ 4,632,600	\$ 13,559,887	Y	0.000529
Azumir	Metropolitan Area Advisory Committee on Anti-Poverty of San Diego County, Inc.	San Diego (National City)	81.33	400	396	\$ 11,350,000	\$ 200,000	\$ 4,950,000	\$ 16,500,000	Y	0.001169
Jacaranda Gardens	Chelsea Investment Corporation, City of El Centro	El Centro	79.5	96	95	\$ 10,270,753	\$ 254,720	\$ 6,283,000	\$ 16,807,473	N	0.001682
Subtotal Discretionary:			1663	1010		\$ 96,120,763	\$ 2,330,926	\$ 60,606,174	\$ 148,058,862		



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### Description of Proposed Project

The proposed project, the Lemoore Apartments, will be between a 100 to 110-unit family housing new construction project located on 4.92+/- acres of land identified as APNs 023-020-064 & 020-023-065. The project will be built in 1 phase and will include a mix of two and three-bedroom units. The proposed project will target households earning between 30-60% of the area median income for Kings County. There will also be ample bicycle parking and bicycle storage units. All units, less the manager's unit, will be restricted to the aforementioned income levels. The Project will be developed in 1 phase.

The units will be newly constructed apartments in three-story garden style, residential buildings in addition to a single-story community building. The type of construction will be wood frame supported by perimeter foundations with concrete slab flooring. This type of construction will allow the building to conform to the natural terrain with only minor amounts of grading. The exterior will be a combination of vinyl lap and shake siding with Class A composite roof shingles and stone veneer accents. Architectural accents will be incorporated, providing an aesthetically appealing exterior that blends with the character of the surrounding neighborhood and the community of Lemoore. The development will meet Title 24 energy efficiency standards and will qualify as a ZNE (zero net energy) project. Minimum construction standards will be adhered to in order to assure that a quality family housing development is provided.

The buildings will be oriented appropriately throughout the site with the intent to create a community concept for families to enjoy while remaining social and active. The development will include a roughly 3,000 sq. ft. community building with a common kitchen, exercise room, laundry facility, and business center. Additionally, the development will include covered picnic tables with BBQs and pergolas made from non-combustible material, a tot lot, a fenced dog park, a pool, pergola-covered seating areas, garden with raised planter beds, and a half basketball court. An on-site resident manager will provide assistance and management while residing in a two-bedroom manager's unit.

Within the units, tenants will enjoy standard features such as refrigerators, exhaust fans, dishwashers, disposals and ranges with ovens. All units feature an outdoor patio or balcony and storage space. The design of these apartments will adhere to all necessary requirements to satisfy Section 504 as well as any additional mandates that the local jurisdiction deems appropriate.





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Tel. 818-380-2600

Fax. 818-380-2603

Renderings of Similar Projects (Continued)

Deer Creek Apartments in Chico, CA shown below. 204 units in total, 156 units in phase 1 which is currently under construction.







PO Box 260770  
Encino, California 91316

Land Planning, Finance & Development

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Renderings of Similar Projects (Continued)

Woodmark Apartments in Sebastopol, CA.







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### Timeline and Answers to Specific Questions Per RFP

#### *Timeline*

Assuming AMG takes possession of the subject properties by July 2022, AMG will anticipate submitting for AHSC funds in February 2023, being awarded in July 2023, submitting for low income housing tax credits in September 2023 and obtaining tax credit funding in December 2023. AMG will anticipate commencing construction in in early 2024 and completing construction in early 2025 and commence lease out by spring 2025. This schedule is contingent upon successful funding of AHSC and 9% tax credits.

#### *Answers to Specific Questions per RFP*

**Type of Project:** Family housing (all ages)

**Target Group (Income Level):** Households earning between 30-60% of the AMI (area median income) for Kings County

**Project Partners and Key Staff:** AHSC applicants will be AMG & Associates, LLC, Pacific West Communities, Inc., and the City of Lemoore. The Project will be developed by AMG & PWC alone.

**Number of Affordable Units per Acre:** Between 20.12 and 22.15.

**Type of Financing for this Project:** Grant funding from the Affordable Housing and Sustainable Communities program, as well as low-income housing tax credits (LIHTC) issued by the California Tax Credit Allocation Committee.

**Requested City Concessions:** In order to increase the likelihood of securing of AHSC funding, we will require between a 19.5% and 31.5% density bonus to increase the Project density to accommodate 100-110 units. We will also likely require a slight parking reduction.

## NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that the Lemoore City Council will conduct a Public Hearing at its Regular Meeting Tuesday, January 3, 2023 at 5:30 p.m. in the Lemoore Council Chamber located at 429 C Street to consider a Disposition and Development Agreement pertaining to the sale of surplus property purchased by the former Redevelopment Agency for the purpose of providing affordable housing. The property is located at the southeast corner of East D Street and Smith Avenue in the City of Lemoore (APN 023-020-064 and 023-020-065) is to be sold in accordance with the Surplus Property Land Act.

An Agreement is proposed by and between the City of Lemoore and AMG & Associates (Developer) to establish terms on which the City will sell the Property to Developer at fair market value and Developer proposes to construct an affordable housing apartment complex consisting of up to 108 residential units with a community building, laundry building, outdoor pool, tot lot, and dog park on an undeveloped 4.91 acre site zoned Medium Density Residential (RMD). The project is Categorically Exempt from the requirements of the California Environmental Quality Act (CEQA) per Section 15332 (Class 32 – Infill-Development Projects).

City of Lemoore Planning Commission approved a site plan for this project during a duly noticed public hearing on November 14, 2022 and the City filed a Categorical Exemption in conformance with the California Environmental Quality Act (CEQA) for the project identified herein with the Kings County Clerk Recorder. The documents will be on file in the Office of the Community Development Department of the City of Lemoore. Persons wishing to review information on file must contact staff by phone at (559) 924-6744 or by email at [cityclerk@lemoore.com](mailto:cityclerk@lemoore.com) to make arrangements.

Persons having comments or concerns about the proposed project are encouraged to attend in person or virtually via Zoom, or submit public comments by e-mail to: [cityclerk@lemoore.com](mailto:cityclerk@lemoore.com) prior to the end of the public hearing period. In the subject line of the e-mail, please state your name and the item you are commenting on. Persons unable to email comments may send them via USPS mail or other courier to City of Lemoore, Attn: Planning, 711 W. Cinnamon Drive, Lemoore CA 93245. Mailed comments must be received by 4:30 p.m. the day of the hearing.

If you challenge the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City at, or prior to, the Public Hearing.

Kristie Baley  
Management Analyst  
City of Lemoore

Published in Hanford Sentinel: December 23, 2022



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

## Staff Report

**To:** Lemoore City Council  
**From:** Marisa Avalos, City Clerk  
**Date:** January 13, 2022 **Meeting Date:** January 17, 2023  
**Subject:** Activity Update

<b>Strategic Initiative:</b>	<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

### Reports

➤ Warrant Register – FY 22/23 January 6, 2023

Warrant Register 1-06-2023

PEI  
DATE: 01/06/2023  
TIME: 11:15:41

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 1  
AUDIT11

SELECTION CRITERIA: transact.yr='23' and transact.period='7' and transact.fund between '001' and '300' and transact.batch='MJ010623'  
ACCOUNTING PERIOD: 7/23

FUND - 001 - GENERAL FUND  
BUDGET UNIT - 4213 - CITY MANAGER

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4220	OPERATING SUPPLIES						
7 /23 01/06/23 21			16239	7251 U.S. BANK NATION		6.99	.00 WATER FOR DOWNTOWN
7 /23 01/06/23 21			16239	7251 U.S. BANK NATION	.00	171.60	.00 AWARD FOR MR. BROWN
TOTAL	OPERATING SUPPLIES					178.59	.00
4310	PROFESSIONAL CONTRACT SVC						
7 /23 01/06/23 21			16239	7251 U.S. BANK NATION	.00	29.00	.00 TEXTING SERVICE
TOTAL	PROFESSIONAL CONTRACT SVC					29.00	.00
4320	MEETINGS & DUES						
7 /23 01/06/23 21			16239	7251 U.S. BANK NATION		67.00	.00 LUNCH MEETING
7 /23 01/06/23 21			16239	7251 U.S. BANK NATION	.00	45.62	.00 BREAKFAST W/DIRECTORS
TOTAL	MEETINGS & DUES					112.62	.00
4380	RENTALS & LEASES						
7 /23 01/06/23 21			16208	5977 GREATAMERICA FIN	.00	240.06	.00 PRINTER SERVICES
TOTAL	RENTALS & LEASES					240.06	.00
TOTAL	CITY MANAGER				.00	560.27	.00



SELECTION CRITERIA: transact.yr='23' and transact.period='7' and transact.fund between '001' and '300' and transact.batch='MJ010623'  
ACCOUNTING PERIOD: 7/23

FUND - 001 - GENERAL FUND  
BUDGET UNIT - 4214 - CITY CLERK'S OFFICE

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4380	RENTALS & LEASES		16208	5977 GREATAMERICA FIN	.00	470.65	.00 PRINTER SERVICES
7 /23	RENTALS & LEASES				.00	470.65	.00
TOTAL	CITY CLERK'S OFFICE				.00	470.65	.00

SELECTION CRITERIA: transact.yr='23' and transact.period='7' and transact.fund between '001' and '300' and transact.batch='MJ010623'  
ACCOUNTING PERIOD: 7/23

FUND - 001 - GENERAL FUND  
BUDGET UNIT - 4215 - FINANCE

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4220	OPERATING SUPPLIES						
7 /23	01/06/23 21		16240	7251 U.S. BANK NATION	.00	440.67	.00 PAYABLES CHECK STOCK
TOTAL	OPERATING SUPPLIES					440.67	.00
4380	RENTALS & LEASES						
7 /23	01/06/23 21		16208	5977 GREATAMERICA FIN	.00	209.61	.00 PRINTER SERVICES
TOTAL	RENTALS & LEASES					209.61	.00
TOTAL	FINANCE				.00	650.28	.00



SELECTION CRITERIA: transact.yr='23' and transact.period='7' and transact.fund between '001' and '300' and transact.batch='MJ010623'  
ACCOUNTING PERIOD: 7/23

FUND - 001 - GENERAL FUND  
BUDGET UNIT - 4220 - MAINTENANCE DIVISION

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4220							
7 /23	01/06/23	21	16244	7251 U.S. BANK NATION		16.08	.00 FRAMES FOR KITCHEN
7 /23	01/06/23	21	16194	7205 CENCAL AUTO & TR		23.47	.00 BLADE
7 /23	01/06/23	21	16244	7251 U.S. BANK NATION		104.89	.00 LIGHTS FOR PLAZA
7 /23	01/06/23	21	16244	7251 U.S. BANK NATION		106.51	.00 SWITCH MATERIALS
7 /23	01/06/23	21	16244	7251 U.S. BANK NATION		106.81	.00 KOBALT BATTERIES
7 /23	01/06/23	21	16244	7251 U.S. BANK NATION		115.74	.00 X-MAS LIGHTS
7 /23	01/06/23	21	16244	7251 U.S. BANK NATION		136.84	.00 SAFETY GLOVES
7 /23	01/06/23	21	16194	7205 CENCAL AUTO & TR		31.09	.00 UNIV COUPLER LOCK
7 /23	01/06/23	21	16244	7251 U.S. BANK NATION		32.16	.00 REFLECTIVE TAPE
7 /23	01/06/23	21	16255	0474 WEST VALLEY SUPP		36.59	.00 1" SCH80 SS UNION
7 /23	01/06/23	21	16244	7251 U.S. BANK NATION		39.46	.00 MISC PARTS FOR X-MAS
7 /23	01/06/23	21	16244	7251 U.S. BANK NATION		42.81	.00 X-MAS LIGHTS DOWNTOWN
7 /23	01/06/23	21	16244	7251 U.S. BANK NATION		56.45	.00 HEAD LAMPS
TOTAL	OPERATING SUPPLIES				.00	848.90	.00
4310							
7 /23	01/06/23	21	11621	5758 MARK FERNANDES		2,300.00	-2,300.00 PD, SARAH MOONEY, AND CMC
7 /23	01/06/23	21	11773	7353 SOLO MANAGEMENT		1,585.35	-1,585.35 REC CENTER CLEANING
7 /23	01/06/23	21	11773	7353 SOLO MANAGEMENT		500.98	-500.98 CONTINGENCY/ADDITIONAL TA
7 /23	01/06/23	21	11773	7353 SOLO MANAGEMENT		263.67	-263.67 INCREASE LINE
7 /23	01/06/23	21	16222	5287 RES COM PEST CON		41.00	.00 411 W D ST
7 /23	01/06/23	21	16222	5287 RES COM PEST CON		45.00	.00 DISPATCH BUILDING
TOTAL	PROFESSIONAL CONTRACT SVC				.00	4,736.00	-4,650.00
4340							
7 /23	01/06/23	21	16229	0423 SOCALGAS		29.41	.00 16931611004 DEC 22
7 /23	01/06/23	21	16231	0423 SOCALGAS		83.83	.00 18821608009 DEC 22
7 /23	01/06/23	21	16225	0423 SOCALGAS		296.62	.00 03491607002 DEC 22
7 /23	01/06/23	21	16230	0423 SOCALGAS		311.03	.00 18191607227 DEC 22
7 /23	01/06/23	21	16228	0423 SOCALGAS		545.12	.00 14416046861 DEC 22
7 /23	01/06/23	21	16232	0423 SOCALGAS		1,048.41	.00 19451608004 DEC 22
7 /23	01/06/23	21	16227	0423 SOCALGAS		1,906.15	.00 14251743192 DEC 22
7 /23	01/06/23	21	16226	0423 SOCALGAS		50.00	.00 04331609000 DEC 22
TOTAL	UTILITIES				.00	4,270.57	.00
TOTAL	MAINTENANCE DIVISION				.00	9,855.47	-4,650.00



SELECTION CRITERIA: transact.yr='23' and transact.period='7' and transact.fund between '001' and '300' and transact.batch='M010623'  
ACCOUNTING PERIOD: 7/23

FUND - 001 - GENERAL FUND  
BUDGET UNIT - 4221 - POLICE

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4220	OPERATING SUPPLIES						
7/23	01/06/23	21	16243	7251 U.S. BANK NATION		7.51	.00 ORNAMENTS FOR LOBBY
7/23	01/06/23	21	16243	7251 U.S. BANK NATION		12.84	.00 RANGE
7/23	01/06/23	21	16243	7251 U.S. BANK NATION		12.86	.00 RANGE
7/23	01/06/23	21	16243	7251 U.S. BANK NATION		17.68	.00 PATCHES FOR DUTY
7/23	01/06/23	21	16243	7251 U.S. BANK NATION		64.32	.00 THREE KEYBOARDS
7/23	01/06/23	21	16243	7251 U.S. BANK NATION		69.03	.00 KEYBOARD BUCKLING
7/23	01/06/23	21	16243	7251 U.S. BANK NATION		70.76	.00 ARCON
7/23	01/06/23	21	16243	7251 U.S. BANK NATION		75.66	.00 ARCON
7/23	01/06/23	21	16243	7251 U.S. BANK NATION		85.50	.00 DRUG ABUSE RECOGNITIO
7/23	01/06/23	21	16243	7251 U.S. BANK NATION		128.67	.00 BOISE PAPER CASES (3)
7/23	01/06/23	21	16243	7251 U.S. BANK NATION		128.67	.00 BOISE PAPER CASES (3)
7/23	01/06/23	21	16243	7251 U.S. BANK NATION		128.67	.00 BOISE PAPER CASES (3)
7/23	01/06/23	21	16243	7251 U.S. BANK NATION		128.67	.00 BOISE PAPER CASES (3)
7/23	01/06/23	21	16243	7251 U.S. BANK NATION		172.14	.00 OFFICE SUPPLIES
7/23	01/06/23	21	16243	7251 U.S. BANK NATION		172.28	.00 OFFICE PAPER & INK
7/23	01/06/23	21	16243	7251 U.S. BANK NATION		211.55	.00 JANITORIAL SUPPLIES
7/23	01/06/23	21	16243	7251 U.S. BANK NATION		270.27	.00 STAND UP MATTS
7/23	01/06/23	21	16243	7251 U.S. BANK NATION		299.36	.00 TRAINING SIGNS
7/23	01/06/23	21	16243	7251 U.S. BANK NATION		321.72	.00 RECORDS TECH KEYBOARD
7/23	01/06/23	21	11606	0287 LC ACTION POLICE		2,955.00	-2,955.00 CR6933-EPR COLT 11.5" MLOC
7/23	01/06/23	21	11606	0287 LC ACTION POLICE		214.24	-214.24 TAX
7/23	01/06/23	21	11606	0287 LC ACTION POLICE		65.00	-65.00 SHIPPING
7/23	01/06/23	21	11606	0287 LC ACTION POLICE		609.00	-609.00 CHANGE ORDER 1- ADD FUNDS
7/23	01/06/23	21	11606	0287 LC ACTION POLICE		44.15	-44.15 CHANGE ORDER 1- ADD FUNDS
7/23	01/06/23	21	11606	0287 LC ACTION POLICE		567.00	-567.00 PT69 HIGH BACK TASK CHAIR
7/23	01/06/23	21	C958	7251 U.S. BANK NATION		41.11	-41.11 TAX
7/23	01/06/23	21	C958	7251 U.S. BANK NATION		48.21	.00 PRO 44
7/23	01/06/23	21	16187	3010 THE ANIMAL HOUSE		48.45	.00 WALL FOLDER CSO
7/23	01/06/23	21	16243	7251 U.S. BANK NATION	.00	6,970.32	-4,495.50
TOTAL	OPERATING SUPPLIES						
4310	PROFESSIONAL CONTRACT SVC						
7/23	01/06/23	21	16243	7251 U.S. BANK NATION		75.00	.00 DETECTIVES
7/23	01/06/23	21	16243	7251 U.S. BANK NATION		348.00	.00 KATS K9 CONSULTING
7/23	01/06/23	21	16243	7251 U.S. BANK NATION		424.44	.00 K9 PET INSURANCE
TOTAL	PROFESSIONAL CONTRACT SVC				.00	847.44	.00
4320	MEETINGS & DUES						
7/23	01/06/23	21	16243	7251 U.S. BANK NATION		20.56	.00 SWEARING-IN ORTIZ
7/23	01/06/23	21	16243	7251 U.S. BANK NATION		226.69	.00 CROSSING GAURD BKFAST
7/23	01/06/23	21	16243	7251 U.S. BANK NATION		471.82	.00 POP COFFE MUGS
7/23	01/06/23	21	16243	7251 U.S. BANK NATION		43.67	.00 ORAL BOARDS
TOTAL	MEETINGS & DUES				.00	762.74	.00
4330	PRINTING & PUBLICATIONS						
7/23	01/06/23	21	16243	7251 U.S. BANK NATION		143.24	.00 DEPARTMENT X-MAS CARD
7/23	01/06/23	21	16243	7251 U.S. BANK NATION		150.00	.00 LEGAL UPDATE

SELECTION CRITERIA: transact.yr='23' and transact.period='7' and transact.fund between '001' and '300' and transact.batch='M010623'  
ACCOUNTING PERIOD: 7/23

FUND - 001 - GENERAL FUND							
BUDGET UNIT - 4221 - POLICE							
ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4330	PRINTING & PUBLICATIONS		(cont'd)				
TOTAL	PRINTING & PUBLICATIONS				.00	293.24	.00
4340	UTILITIES						
7 /23	01/06/23 21		16243	7251 U.S. BANK NATION		78.43	.00 WATER FILTER RENTAL
7 /23	01/06/23 21		16243	7251 U.S. BANK NATION		81.17	.00 WATER FILTER RENTAL
7 /23	01/06/23 21		16239	7251 U.S. BANK NATION		87.83	.00 DISPATCH ATA
7 /23	01/06/23 21		16254	0116 VERIZON WIRELESS		2,004.30	.00 11/17/2022-12/16/2022
TOTAL	UTILITIES				.00	2,251.73	.00
4360	TRAINING						
7 /23	01/06/23 21		16209	T2229 TANNER JACQUES		112.00	.00 TRAINING
7 /23	01/06/23 21		16243	7251 U.S. BANK NATION		142.00	.00 HOMICIDE SCHOOL HOTEL
7 /23	01/06/23 21		16243	7251 U.S. BANK NATION		175.00	.00 DRONE TEST
7 /23	01/06/23 21		16243	7251 U.S. BANK NATION		175.00	.00 DRONE TESTING FAA
7 /23	01/06/23 21	C936	-01 16243	7251 U.S. BANK NATION		673.66	-673.66 ICI SEXUAL ASSAULT TRNG Z
7 /23	01/06/23 21	C949	-01 16243	7251 U.S. BANK NATION		716.00	-716.00 HOTEL-CALIFORNIA NARCOTIC
7 /23	01/06/23 21	C949	-02 16243	7251 U.S. BANK NATION		111.00	-111.00 TAX
7 /23	01/06/23 21	C970	-01 16243	7251 U.S. BANK NATION		2,851.04	-2,851.04 ICI CORE NICHOLAS GONZALE
7 /23	01/06/23 21	C971	-01 16243	7251 U.S. BANK NATION		568.86	-568.86 LODGING CHIEF KENDALL
7 /23	01/06/23 21	C972	-01 16243	7251 U.S. BANK NATION		1,728.60	-1,728.60 ICI HOMICIDE JACQUES
TOTAL	TRAINING				.00	7,253.16	-6,649.16
4380	RENTALS & LEASES						
7 /23	01/06/23 21		16208	5977 GREATAMERICA FIN		1.13	.00 PRINTER SERVICES
TOTAL	RENTALS & LEASES				.00	1.13	.00
TOTAL	POLICE				.00	18,379.76	-11,144.66

SELECTION CRITERIA: transact.yr='23' and transact.period='7' and transact.fund between '001' and '300' and transact.batch='M01010623'  
ACCOUNTING PERIOD: 7/23

FUND - 001 - GENERAL FUND BUDGET UNIT - 4222 - FIRE							
ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4220	OPERATING SUPPLIES						
7 /23	01/06/23	21	16245	7251 U.S. BANK NATION		24.64	.00 FRAME RETIREMENT
7 /23	01/06/23	21	16245	7251 U.S. BANK NATION		29.27	.00 UNIFORMS-NEW HIRE
7 /23	01/06/23	21	16245	7251 U.S. BANK NATION		29.27	.00 UNIFORMS-NEW HIRE
7 /23	01/06/23	21	16245	7251 U.S. BANK NATION		96.90	.00 LVFDA FEE
7 /23	01/06/23	21	16245	7251 U.S. BANK NATION		111.81	.00 4TH TUESDAY TRAINING
7 /23	01/06/23	21	16245	7251 U.S. BANK NATION		121.49	.00 4TH TUESDAY TRAINING
7 /23	01/06/23	21	16245	7251 U.S. BANK NATION		494.78	.00 5TH TUESDAY TRAINING
7 /23	01/06/23	21	16214	0313 LEMOORE VOLUNTEE		1,833.42	.00 TUESDAY TRAINING
7 /23	01/06/23	21	16245	7251 U.S. BANK NATION		39.67	.00 BRUCE REIREMENT
7 /23	01/06/23	21	16245	7251 U.S. BANK NATION		39.67	.00 BRUCE REIREMENT
TOTAL	OPERATING SUPPLIES				.00	2,820.92	.00
4230	REPAIR/MAINT SUPPLIES						
7 /23	01/06/23	21	16213	0314 LEMOORE AUTO SUP		8.57	.00 YURBO 108 OCTANE
7 /23	01/06/23	21	16245	7251 U.S. BANK NATION		23.58	.00 PORTABLE HEATER
7 /23	01/06/23	21	16213	0314 LEMOORE AUTO SUP		27.86	.00 WIRE STRIP/CRIMPER
7 /23	01/06/23	21	16213	0314 LEMOORE AUTO SUP		64.33	.00 WIPER BLADES
7 /23	01/06/23	21	16213	0314 LEMOORE AUTO SUP		89.92	.00 TRI-FLOW
7 /23	01/06/23	21	16213	0314 LEMOORE AUTO SUP		130.57	.00 FRAM DEF
TOTAL	REPAIR/MAINT SUPPLIES				.00	344.83	.00
4310	PROFESSIONAL CONTRACT SVC						
7 /23	01/06/23	21	11619 -01 16214	0313 LEMOORE VOLUNTEE	.00	18,750.00	-18,750.00 LVFDA QUARTERLY PAYMENT F
TOTAL	PROFESSIONAL CONTRACT SVC				.00	18,750.00	-18,750.00
4330	PRINTING & PUBLICATIONS						
7 /23	01/06/23	21	16245	7251 U.S. BANK NATION	.00	98.64	.00 EMT EXAM PREP BOOKS
TOTAL	PRINTING & PUBLICATIONS				.00	98.64	.00
4340	UTILITIES						
7 /23	01/06/23	21	16197	7058 COMCAST	.00	58.52	.00 12/13/2022-01/12/2023
TOTAL	UTILITIES				.00	58.52	.00
4360	TRAINING						
7 /23	01/06/23	21	16245	7251 U.S. BANK NATION	.00	85.00	.00 TRAINING JAWS OF LIFE
TOTAL	TRAINING				.00	85.00	.00
4380	RENTALS & LEASES						
7 /23	01/06/23	21	16208	5977 GREATAMERICA FIN	.00	17.79	.00 PRINTER SERVICES
TOTAL	RENTALS & LEASES				.00	17.79	.00
TOTAL	FIRE				.00	22,175.70	-18,750.00

SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '300' and transact.batch='MJ010623'  
ACCOUNTING PERIOD: 7/23

FUND - 001 - GENERAL FUND  
BUDGET UNIT - 4224 - BUILDING INSPECTION

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4380	RENTALS & LEASES		16208	5977 GREATAMERICA FIN	.00	112.78	.00 PRINTER SERVICES
7 /23	01/06/23 21				.00	112.78	.00
TOTAL	RENTALS & LEASES				.00	112.78	.00
TOTAL	BUILDING INSPECTION				.00	112.78	.00



SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '300' and transact.batch='MJ010623'  
ACCOUNTING PERIOD: 7/23

FUND - 001 - GENERAL FUND  
BUDGET UNIT - 4230 - PUBLIC WORKS

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4220	OPERATING SUPPLIES						
7 /23 01/06/23 21		16246		7251 U.S. BANK NATION		19.99	.00 ADOBE
7 /23 01/06/23 21		16246		7251 U.S. BANK NATION	.00	32.14	.00 OFFICE SUPPLY
TOTAL	OPERATING SUPPLIES					52.13	.00
4310	PROFESSIONAL CONTRACT SVC						
7 /23 01/06/23 21		16246		7251 U.S. BANK NATION	.00	6.00	.00 SCADA SERVER
TOTAL	PROFESSIONAL CONTRACT SVC					6.00	.00
4335	POSTAGE & MAILING						
7 /23 01/06/23 21		16239		7251 U.S. BANK NATION	.00	27.90	.00 AT&T DISPUTE DOCUMENT
TOTAL	POSTAGE & MAILING					27.90	.00
4380	RENTALS & LEASES						
7 /23 01/06/23 21		16208		5977 GREATAMERICA FIN	.00	350.00	.00 PRINTER SERVICES
TOTAL	RENTALS & LEASES					350.00	.00
TOTAL	PUBLIC WORKS				.00	436.03	.00



SELECTION CRITERIA: transact.yr='23' and transact.period='7' and transact.fund between '001' and '300' and transact.batch='M010623'  
ACCOUNTING PERIOD: 7/23

FUND - 001 - GENERAL FUND  
BUDGET UNIT - 4242 - RECREATION

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4220							
7 /23	01/06/23	21	16241	7251 U.S. BANK NATION		-30.02	.00 RETRUN ITEM TARGET
7 /23	01/06/23	21	16241	7251 U.S. BANK NATION		18.75	.00 JINGLE & MINGLE
7 /23	01/06/23	21	16241	7251 U.S. BANK NATION		29.49	.00 BW SANTA
7 /23	01/06/23	21	16241	7251 U.S. BANK NATION		68.60	.00 STAPLES
7 /23	01/06/23	21	16241	7251 U.S. BANK NATION		81.40	.00 PAPER
7 /23	01/06/23	21	16241	7251 U.S. BANK NATION		115.72	.00 ICE PARKS
7 /23	01/06/23	21	16241	7251 U.S. BANK NATION		119.99	.00 PROGRAM FOR FLYERS
7 /23	01/06/23	21	16241	7251 U.S. BANK NATION		147.20	.00 JINGLE & MINGLE
7 /23	01/06/23	21	16241	7251 U.S. BANK NATION		169.66	.00 JINGLE & MINGLE
7 /23	01/06/23	21	16241	7251 U.S. BANK NATION		252.97	.00 BINDERS
7 /23	01/06/23	21	16241	7251 U.S. BANK NATION		282.85	.00 JINGLE & MINGLE
7 /23	01/06/23	21	16241	7251 U.S. BANK NATION		283.75	.00 BW SANTA
7 /23	01/06/23	21	16241	7251 U.S. BANK NATION		298.11	.00 BW SANTA
7 /23	01/06/23	21	16241	7251 U.S. BANK NATION		305.93	.00 PAPER
7 /23	01/06/23	21	16241	7251 U.S. BANK NATION		497.64	.00 BBQ GIVE AWAY
7 /23	01/06/23	21	C963	7251 U.S. BANK NATION		1,792.36	-1,792.36 BREAKFAST WITH SANTA FOOD
7 /23	01/06/23	21	16241	7251 U.S. BANK NATION		37.50	.00 BW SANTA
7 /23	01/06/23	21	16241	7251 U.S. BANK NATION		37.74	.00 BW SANTA
7 /23	01/06/23	21	16241	7251 U.S. BANK NATION		40.42	.00 BW SANTA
7 /23	01/06/23	21	16241	7251 U.S. BANK NATION		47.19	.00 BW SANTA
86	7 /23	01/06/23	21	7251 U.S. BANK NATION	.00	4,597.25	-1,792.36
TOTAL	OPERATING SUPPLIES						
4225							
7 /23	01/06/23	21	16241	7251 U.S. BANK NATION		40.00	.00 PARADE
TOTAL	EVENTS/PROGRAMS				.00	40.00	.00
4310							
7 /23	01/06/23	21	16241	7251 U.S. BANK NATION		62.75	.00 JINGLE & MINGLE
7 /23	01/06/23	21	16236	5235 STATE DISBURSEME		150.00	.00 J. GLASPIE CHLD SUPP
7 /23	01/06/23	21	16241	7251 U.S. BANK NATION		190.00	.00 JINGLE & MINGLE
7 /23	01/06/23	21	16241	7251 U.S. BANK NATION		270.86	.00 BW SANTA
7 /23	01/06/23	21	16196	6731 FLORENCE COLBY		283.50	.00 ZUMBA DEC 2022
7 /23	01/06/23	21	16241	7251 U.S. BANK NATION		328.09	.00 PARADE
7 /23	01/06/23	21	16241	7251 U.S. BANK NATION		364.52	.00 JINGLE & MINGLE
7 /23	01/06/23	21	16206	5962 JASON GLASPIE		468.10	.00 BOXING DEC 2022
7 /23	01/06/23	21	16253	6371 MANUEL VELARDE		497.00	.00 KARATE DEC 2022
7 /23	01/06/23	21	16200	7333 SHAYLA FARFAN		672.00	.00 CHEERLEADING DEC 2022
7 /23	01/06/23	21	C947	7251 U.S. BANK NATION		.00	.00 JINGLE AND MINGLE PONIES
7 /23	01/06/23	21	C947	7251 U.S. BANK NATION		600.00	-600.00 JINGLE AND MINGLE PETTING
TOTAL	PROFESSIONAL CONTRACT SVC				.00	3,886.82	-600.00
4380							
7 /23	01/06/23	21	16208	5977 GREATAMERICA FIN		525.95	.00 PRINTER SERVICES
TOTAL	RENTALS & LEASES				.00	525.95	.00
TOTAL	RECREATION				.00	9,050.02	-2,392.36

SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '300' and transact.batch='MJ010623'  
ACCOUNTING PERIOD: 7/23

FUND - 001 - GENERAL FUND  
BUDGET UNIT - 4242 - RECREATION

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4380		RENTALS & LEASES					



SELECTION CRITERIA: transact.yr='23' and transact.period='7' and transact.fund between '001' and '300' and transact.batch='M010623'  
ACCOUNTING PERIOD: 7/23

FUND - 001 - GENERAL FUND  
BUDGET UNIT - 4296 - INFORMATION TECHNOLOGY

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4220	OPERATING SUPPLIES						
7 /23	01/06/23	21	16239	7251 U.S. BANK NATION		14.99	.00 ADOBE PRO (1)
7 /23	01/06/23	21	16239	7251 U.S. BANK NATION		20.17	.00 ADOBE PRO (1)
7 /23	01/06/23	21	16239	7251 U.S. BANK NATION		20.99	.00 ADOBE ILLUSTRATOR
7 /23	01/06/23	21	16239	7251 U.S. BANK NATION		21.44	.00 10-PORT SURGE PROTECT
7 /23	01/06/23	21	16239	7251 U.S. BANK NATION		24.66	.00 LOGITECH KEYBOARD
7 /23	01/06/23	21	16239	7251 U.S. BANK NATION		85.80	.00 SONICWALL FRIEWALL
7 /23	01/06/23	21	16239	7251 U.S. BANK NATION		96.51	.00 DUAL MONITOR MOUNT
7 /23	01/06/23	21	16239	7251 U.S. BANK NATION		302.07	.00 LG MONITOR FOR CM
7 /23	01/06/23	21	16239	7251 U.S. BANK NATION		342.93	.00 ADOBE PRO (20)
7 /23	01/06/23	21	16239	7251 U.S. BANK NATION		348.76	.00 DELL DOCK
7 /23	01/06/23	21	16239	7251 U.S. BANK NATION		822.58	-822.58 MICROSOFT EXCHANGE OFFICE
7 /23	01/06/23	21	16239	7251 U.S. BANK NATION		56.00	.00 MICROSOFT OFFICE EXCH
7 /23	01/06/23	21	16239	7251 U.S. BANK NATION	.00	2,156.90	-822.58
TOTAL	OPERATING SUPPLIES						
4310	PROFESSIONAL CONTRACT SVC						
7 /23	01/06/23	21	16250	5818 UNWIRED BROADBAN		98.55	.00 JANUARY DISK SPACE
7 /23	01/06/23	21	16250	5818 UNWIRED BROADBAN		210.00	.00 JANUARY INTERNET
7 /23	01/06/23	21	16239	7251 U.S. BANK NATION		749.50	-749.50 ZOOM ONE PRO ANNUAL
7 /23	01/06/23	21	C959	7251 U.S. BANK NATION		690.00	-690.00 WEBINAR 500 ANNUAL
7 /23	01/06/23	21	C959	7251 U.S. BANK NATION	.00	1,748.05	-1,439.50
TOTAL	PROFESSIONAL CONTRACT SVC						
4340	UTILITIES						
7 /23	01/06/23	21	16189	5516 AT&T		28.92	.00 11/17/2022-12/16/2022
7 /23	01/06/23	21	16189	5516 AT&T	.00	103.27	.00 11/25/2022-12/24/2022
TOTAL	UTILITIES					132.19	
4380	RENTALS & LEASES						
7 /23	01/06/23	21	16208	5977 GREATAMERICA FIN	.00	5.96	.00 PRINTER SERVICES
TOTAL	RENTALS & LEASES					5.96	
TOTAL	INFORMATION TECHNOLOGY				.00	4,043.10	-2,262.08

SELECTION CRITERIA: transact.yr='23' and transact.period='7' and transact.fund between '001' and '300' and transact.batch='MJ010623'  
ACCOUNTING PERIOD: 7/23

FUND - 001 - GENERAL FUND  
BUDGET UNIT - 4297 - HUMAN RESOURCES

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4360	TRAINING						
7 /23 01/06/23 21		16246	16246	7251 U.S. BANK NATION		58.08	.00 TRAINING DRINKS
7 /23 01/06/23 21		16246		7251 U.S. BANK NATION	.00	107.20	.00 TRAINING FOOD DELI
TOTAL	TRAINING					165.28	.00
4380	RENTALS & LEASES						
7 /23 01/06/23 21		16208		5977 GREATAMERICA FIN	.00	136.24	.00 PRINTER SERVICES
TOTAL	RENTALS & LEASES					136.24	.00
TOTAL	HUMAN RESOURCES				.00	301.52	.00
TOTAL	GENERAL FUND				.00	77,121.54	-49,114.11



SELECTION CRITERIA: transact.yr='23' and transact.period='7' and transact.fund between '001' and '300' and transact.batch='M010623'  
ACCOUNTING PERIOD: 7/23

FUND - 040 - FLEET MAINTENANCE  
BUDGET UNIT - 4265 - FLEET MAINTENANCE

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4220	OPERATING SUPPLIES						
7 /23	01/06/23	21	16194	7205 CENCAL AUTO & TR		16.61	.00 CABL TIE
7 /23	01/06/23	21	16243	7251 U.S. BANK NATION		70.99	.00 FUEL UNIT 59
7 /23	01/06/23	21	16243	7251 U.S. BANK NATION		81.47	.00 FUEL UNIT 59
7 /23	01/06/23	21	16243	7251 U.S. BANK NATION		97.69	.00 FUEL UNIT 59
TOTAL	OPERATING SUPPLIES				.00	266.76	.00
4230	REPAIR/MAINT SUPPLIES						
7 /23	01/06/23	21	16190	6145 AUTOZONE		-72.92	.00 FLUID RESERVOIR
7 /23	01/06/23	21	16213	0314 LEMOORE AUTO SUP		-16.60	.00 LIFT ARM PIN
7 /23	01/06/23	21	16194	7205 CENCAL AUTO & TR		14.26	.00 TRAILER CABLE
7 /23	01/06/23	21	16213	0314 LEMOORE AUTO SUP		30.20	.00 LIFT ARM PIN
7 /23	01/06/23	21	16213	0314 LEMOORE AUTO SUP		74.65	.00 SEALED BEAM
7 /23	01/06/23	21	16213	0314 LEMOORE AUTO SUP		75.06	.00 9012 ST ULTRA TWIN
7 /23	01/06/23	21	16198	6052 E.M. THARP, INC.		83.81	.00 THERMOSTAT
7 /23	01/06/23	21	16190	6145 AUTOZONE		126.53	.00 BRAKE PADS
7 /23	01/06/23	21	16194	7205 CENCAL AUTO & TR		134.44	.00 BATTERY
7 /23	01/06/23	21	16191	1908 BATTERY SYSTEMS,		151.84	.00 BATTERIES
7 /23	01/06/23	21	16213	0314 LEMOORE AUTO SUP		179.78	.00 BATTERY
7 /23	01/06/23	21	16247	7251 U.S. BANK NATION		181.25	.00 BACKUP CAMERA
7 /23	01/06/23	21	16194	7205 CENCAL AUTO & TR		210.70	.00 SIR FILTERS
7 /23	01/06/23	21	16194	7205 CENCAL AUTO & TR		224.55	.00 REMAN ALTERNATOR
7 /23	01/06/23	21	16190	6145 AUTOZONE		263.30	.00 BRAKE ROTOR
7 /23	01/06/23	21	16190	6145 AUTOZONE		280.97	.00 BRAKE ROTOR
7 /23	01/06/23	21	16207	0799 GOLDEN STATE PET		282.42	.00 SENSOR-COOLANT
7 /23	01/06/23	21	16194	7205 CENCAL AUTO & TR		300.96	.00 AIR FILTERS
7 /23	01/06/23	21	16194	7205 CENCAL AUTO & TR		376.50	.00 VIRTUAL KIT
7 /23	01/06/23	21	16198	6052 E.M. THARP, INC.		456.75	.00 PACCAR FUEL ELEMENT
7 /23	01/06/23	21	16213	0314 LEMOORE AUTO SUP		35.50	.00 TOP LINK RH THREAD
7 /23	01/06/23	21	16194	7205 CENCAL AUTO & TR		39.73	.00 MUD FLAP
7 /23	01/06/23	21	16252	0458 KELLER FORD LINC		42.76	.00 MOTOR ASY
TOTAL	REPAIR/MAINT SUPPLIES				.00	3,476.44	.00
4380	RENTALS & LEASES						
7 /23	01/06/23	21	16208	5977 GREATAMERICA FIN		122.12	.00 PRINTER SERVICES
TOTAL	RENTALS & LEASES				.00	122.12	.00
TOTAL	FLEET MAINTENANCE				.00	3,865.32	.00
TOTAL	FLEET MAINTENANCE				.00	3,865.32	.00



PEI  
DATE: 01/06/2023  
TIME: 11:15:41

SELECTION CRITERIA: transact.yr='23' and transact.period='7' and transact.fund between '001' and '300' and transact.batch='MJ010623'  
ACCOUNTING PERIOD: 7/23

FUND - 050 - WATER  
BUDGET UNIT - 4250 - WATER

ACCOUNT DATE	T/C	ENCUMBRANCE	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220	OPERATING SUPPLIES							
7 / 23	01/06/23 21		16249	7251 U.S. BANK NATION		86.30	.00	LUNCH FOR CREW
7 / 23	01/06/23 21		16251	2038 USA BLUEBOOK		192.94	.00	SWIVEL ADAPTER
7 / 23	01/06/23 21		16251	2038 USA BLUEBOOK		198.99	.00	DANGER SIGN
7 / 23	01/06/23 21		16251	2038 USA BLUEBOOK		277.13	.00	ARSENIC QUICK TEST
7 / 23	01/06/23 21		16251	2038 USA BLUEBOOK		282.96	.00	HACH DPD
7 / 23	01/06/23 21		16251	2038 USA BLUEBOOK		429.13	.00	ARSENIC LOW-RANGE
TOTAL	OPERATING SUPPLIES				.00	1,467.45		
4220CH	CHLORINE OPERATING SUPPLY							
7 / 23	01/06/23 21 11612	-01	16215	7175 MATHESON TRI-GAS		745.07	-745.07	LIQUID OXYGEN
7 / 23	01/06/23 21 11612	-01	16215	7175 MATHESON TRI-GAS		745.07	-745.07	LIQUID LOX TANK
7 / 23	01/06/23 21 11612	-02	16215	7175 MATHESON TRI-GAS		759.73	-759.73	LIQUID OXYGEN STATION 11
7 / 23	01/06/23 21 11612	-02	16215	7175 MATHESON TRI-GAS		759.73	-759.73	LIQUID OXYGEN STATION 11
TOTAL	CHLORINE OPERATING SUPPLY				.00	3,009.60	-3,009.60	
4230	REPAIR/MAINT SUPPLIES							
7 / 23	01/06/23 21		16237	0428 STONEY'S SAND &		244.50	.00	1" CONCRETE MIX 5 SAC
TOTAL	REPAIR/MAINT SUPPLIES				.00	244.50		
4310	PROFESSIONAL CONTRACT SVC							
7 / 23	01/06/23 21		16186	2914 AAA QUALITY SERV		70.28	.00	ONE POTTY RENTAL
7 / 23	01/06/23 21		16186	2914 AAA QUALITY SERV		81.22	.00	POTTY RENTAL
7 / 23	01/06/23 21		16186	2914 AAA QUALITY SERV		81.22	.00	POTTY RENTAL
7 / 23	01/06/23 21		16197	7058 COMCAST		209.30	.00	POTTY RENTAL
7 / 23	01/06/23 21 11588	-01	16192	1397 BSK ANALYTICAL L		130.00	-130.00	WATER TREATMENT LABS AND
7 / 23	01/06/23 21 11588	-01	16192	1397 BSK ANALYTICAL L		152.00	-152.00	WATER TREATMENT LABS AND
7 / 23	01/06/23 21 11588	-01	16192	1397 BSK ANALYTICAL L		260.00	-260.00	WATER TREATMENT LABS AND
7 / 23	01/06/23 21 11691	-01	16234	6663 SUSP, INC		128,905.00	-128,905.00	LEMOORE CPO SERVICES
7 / 23	01/06/23 21 11851	-01	16211	6795 LABOR TIME		2,952.36	-2,952.36	LABOR TIME ORGINAL LINE
TOTAL	PROFESSIONAL CONTRACT SVC				.00	132,922.60	-132,399.36	
4380	RENTALS & LEASES							
7 / 23	01/06/23 21		16208	5977 GREATAMERICA FIN		190.68	.00	PRINTER SERVICES
TOTAL	RENTALS & LEASES				.00	190.68		
TOTAL	WATER				.00	137,834.83	-135,408.96	

SELECTION CRITERIA: transact.yr='23' and transact.period='7' and transact.fund between '001' and '300' and transact.batch='MJ010623'  
ACCOUNTING PERIOD: 7/23

FUND - 050 - WATER						
BUDGET UNIT - 4251 - UTILITY OFFICE						
ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES
4380	RENTALS & LEASES		16208	5977 GREATAMERICA FIN	.00	209.61
7 /23	01/06/23 21				.00	209.61
TOTAL	RENTALS & LEASES					.00
TOTAL	UTILITY OFFICE				.00	209.61
TOTAL	WATER				.00	138,044.44
						-135,408.96

SELECTION CRITERIA: transact.yr='23' and transact.period='7' and transact.fund between '001' and '300' and transact.batch='MJ010623'  
ACCOUNTING PERIOD: 7/23

FUND - 056 - REFUSE  
BUDGET UNIT - 4256 - REFUSE

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4170							
7 /23	01/06/23	21	16193	T908 YGNACIO CARRILLO		139.41	.00 BOOT REIMBURSEMENT
7 /23	01/06/23	21	16205	6928 EXIQUIO GARCIA		182.31	.00 BOOT REIMBURSEMENT
7 /23	01/06/23	21	16223	T1898 ROY DAVILA		187.68	.00 BOOT REIMBURSEMENT
TOTAL					.00	509.40	.00
4220							
7 /23	01/06/23	21	16238	7251 U.S. BANK NATION		6.21	.00 RETURN PACKAGE
7 /23	01/06/23	21	16216	5333 MEDALLION SUPPLY		69.64	.00 DUPLEX RECEPTACLE
7 /23	01/06/23	21	16248	7251 U.S. BANK NATION		176.92	.00 HEATER
7 /23	01/06/23	21	16248	7251 U.S. BANK NATION		193.03	.00 INK
7 /23	01/06/23	21	16238	7251 U.S. BANK NATION		262.76	.00 EMBROIDER JACKET
7 /23	01/06/23	21	16218	1889 NORTHERN SAFETY		413.45	.00 RUFFLEX LITE GLV
7 /23	01/06/23	21	-01 16248	7251 U.S. BANK NATION		199.95	-199.95 5: SKU:2853567
7 /23	01/06/23	21	-02 16248	7251 U.S. BANK NATION		119.97	-119.97 3: SKU:2853568
7 /23	01/06/23	21	-03 16248	7251 U.S. BANK NATION		119.97	-119.97 3: SKU:2853566
7 /23	01/06/23	21	-04 16248	7251 U.S. BANK NATION		39.99	-39.99 1: SKU:2853565
7 /23	01/06/23	21	-05 16248	7251 U.S. BANK NATION		42.99	-42.99 1: SKU:2853571
7 /23	01/06/23	21	-06 16248	7251 U.S. BANK NATION		37.91	-37.91 TAX
TOTAL					.00	1,682.79	-560.78
4310							
7 /23	01/06/23	21	11552	6869 WELLS FARGO BANK		810.30	-810.30 TEMP POSITION
7 /23	01/06/23	21	-01 16199	6869 WELLS FARGO BANK		810.30	-810.30 TEMP POSITION
TOTAL					.00	1,620.60	-1,620.60
4380							
7 /23	01/06/23	21	16208	5977 GREATAMERICA FIN		5.11	.00 PRINTER SERVICES
TOTAL					.00	5.11	.00
TOTAL					.00	3,817.90	-2,181.38
TOTAL					.00	3,817.90	-2,181.38

SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '300' and transact.batch='M010623'  
ACCOUNTING PERIOD: 7/23

FUND - 060 - SEWER& STORM WTR DRAINAGE  
BUDGET UNIT - 4260 - SEWER

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4170 7 /23 01/06/23 21			16217	T1003 JUAN MENDOZA	.00	200.00	.00 BOOT REIMBURSEMENT
TOTAL						200.00	.00
4220 7 /23 01/06/23 21				0314 LEMOORE AUTO SUP		9.64	.00 ARM 10160
7 /23 01/06/23 21			16213	7251 U.S. BANK NATION		12.84	.00 OFFICE SUPPLIES
7 /23 01/06/23 21			16249	7251 U.S. BANK NATION		13.38	.00 PROPANE FOR WWTB LAB
7 /23 01/06/23 21			16249	7251 U.S. BANK NATION		58.85	.00 PROPANE FOR WWTB LAB
7 /23 01/06/23 21			16203	6751 FURTADO WELDING		84.94	.00 SAFETY GLASSES
7 /23 01/06/23 21			16201	5866 FASTENAL COMPANY		90.57	.00 11OZ BLASTER W/STRAW
7 /23 01/06/23 21			16204	2410 GAR BENNETT, LLC		202.12	.00 CHAIN WRENCH
7 /23 01/06/23 21			16251	2038 USA BLUEBOOK		252.17	.00 PURELL INSTANT HAND
7 /23 01/06/23 21			16249	7251 U.S. BANK NATION		35.21	.00 PROPANE FOR WWTB LAB
7 /23 01/06/23 21			16249	7251 U.S. BANK NATION		41.94	.00 WATER BOTTLES
TOTAL					.00	801.66	.00
4230 7 /23 01/06/23 21				5333 MEDALLION SUPPLY		58.41	.00 CONDUIT
7 /23 01/06/23 21			16216	2038 USA BLUEBOOK		60.51	.00 TWO CHANNEL TIMER
7 /23 01/06/23 21			16194	7205 CENCAL AUTO & TR		140.27	.00 FUEL FILTER
7 /23 01/06/23 21			16251	2038 USA BLUEBOOK		147.52	.00 CORELPRO JR 15'
7 /23 01/06/23 21			16251	2038 USA BLUEBOOK		212.79	.00 YSI PRO-SERIES PH PRO
TOTAL					.00	619.50	.00
4310 7 /23 01/06/23 21				1599 CHEMSEARCH	.00	1,173.49	-1,173.49 COLLECTION LIFT STATION F
TOTAL					.00	1,173.49	-1,173.49
4360 7 /23 01/06/23 21			16188	2680 ANTHONY GARCIA	.00	60.00	.00 CERTIFICATE RENEWAL
TOTAL					.00	60.00	.00
4380 7 /23 01/06/23 21			16208	5977 GREATAMERICA FIN	.00	118.28	.00 PRINTER SERVICES
TOTAL					.00	118.28	.00
TOTAL					.00	2,972.93	-1,173.49
TOTAL					.00	2,972.93	-1,173.49



SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '300' and transact.batch='M01010623'  
ACCOUNTING PERIOD: 7/23

FUND - 121 - REASON FOR THE SEASON  
BUDGET UNIT - 4285 - REASON FOR THE SEASON

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4220	OPERATING SUPPLIES						
7 /23	01/06/23	21	16243	7251 U.S. BANK NATION		24.62	.00 REASON FOR THE SEASON
7 /23	01/06/23	21	16243	7251 U.S. BANK NATION		27.00	.00 REASON FOR THE SEASON
7 /23	01/06/23	21	16243	7251 U.S. BANK NATION		94.27	.00 REASON FOR THE SEASON
7 /23	01/06/23	21	16243	7251 U.S. BANK NATION		125.31	.00 REASON FOR THE SEASON
7 /23	01/06/23	21	16243	7251 U.S. BANK NATION		195.06	.00 REASON FOR THE SEASON
7 /23	01/06/23	21	16243	7251 U.S. BANK NATION		286.87	.00 REASON FOR THE SEASON
7 /23	01/06/23	21	16243	7251 U.S. BANK NATION		390.47	.00 REASON FOR THE SEASON
7 /23	01/06/23	21	16243	7251 U.S. BANK NATION		1,876.44	-1,876.44 REASON FOR SEASON GIFTS
7 /23	01/06/23	21	16243	7251 U.S. BANK NATION		134.23	-134.23 TAX
7 /23	01/06/23	21	16243	7251 U.S. BANK NATION		1,900.48	-1,900.48 REASON FOR SEASON GIFTS
7 /23	01/06/23	21	16243	7251 U.S. BANK NATION		137.78	-137.78 TAX
7 /23	01/06/23	21	16243	7251 U.S. BANK NATION		1,882.13	-1,882.13 REASON FOR SEASON GIFTS
7 /23	01/06/23	21	16243	7251 U.S. BANK NATION		136.45	-136.45 TAX
7 /23	01/06/23	21	16243	7251 U.S. BANK NATION		1,773.44	-1,773.44 REASON FOR THE SEASON
7 /23	01/06/23	21	16243	7251 U.S. BANK NATION		126.31	-126.31 TAX
7 /23	01/06/23	21	16243	7251 U.S. BANK NATION		1,875.64	-1,875.64 REASON FOR THE SEASON
7 /23	01/06/23	21	16243	7251 U.S. BANK NATION		135.98	-135.98 TAX
7 /23	01/06/23	21	16243	7251 U.S. BANK NATION		771.17	-771.17 REASON FOR THE SEASON
7 /23	01/06/23	21	16243	7251 U.S. BANK NATION		54.65	-54.65 TAX
7 /23	01/06/23	21	16243	7251 U.S. BANK NATION		39.67	.00 REASON FOR THE SEASON
7 /23	01/06/23	21	16243	7251 U.S. BANK NATION		42.36	.00 REASON FOR THE SEASON
TOTAL	OPERATING SUPPLIES				.00	12,030.33	-10,804.70
TOTAL	REASON FOR THE SEASON				.00	12,030.33	-10,804.70
TOTAL	REASON FOR THE SEASON				.00	12,030.33	-10,804.70

SELECTION CRITERIA: transact.yr='23' and transact.period='7' and transact.fund between '001' and '300' and transact.batch='MJ010623'  
ACCOUNTING PERIOD: 7/23

FUND - 123 - RED RIBBON  
BUDGET UNIT - 4287 - RED RIBBON

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4220	OPERATING SUPPLIES						
7 /23	01/06/23 21	16243		7251 U.S. BANK NATION	.00	-267.04	.00 ITEM NOT RECEIVED
TOTAL	OPERATING SUPPLIES					-267.04	.00
TOTAL	RED RIBBON				.00	-267.04	.00
TOTAL	RED RIBBON				.00	-267.04	.00

SELECTION CRITERIA: transact.yr='23' and transact.fund between '001' and '300' and transact.batch='MJ010623'  
ACCOUNTING PERIOD: 7/23

FUND - 124 - POLICE SHOE DRIVE  
BUDGET UNIT - 4288 - POLICE SHOE DRIVE

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220	OPERATING SUPPLIES							
7 /23	01/06/23	21	C966	-01	16243	890.08	-890.08	SHOE DRIVE
7 /23	01/06/23	21	C966	-02	16243	64.45	-64.45	TAX
TOTAL	OPERATING SUPPLIES				.00	954.53	-954.53	
TOTAL	POLICE SHOE DRIVE				.00	954.53	-954.53	
TOTAL	POLICE SHOE DRIVE				.00	954.53	-954.53	
TOTAL	REPORT				.00	238,804.95	-199,637.17	

SELECTION CRITERIA: transact.yr='23' and transact.period='7' and transact.account between '3000' and '3999' and transact.batch='M301'  
ACCOUNTING PERIOD: 7/23

FUND - 001 - GENERAL FUND  
BUDGET UNIT - 001 - GENERAL FUND

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
3625			CIVIC AUDITORIUM RENTAL				
7	23	01/06/23	210	T3291 KARINA SANDOVAL	.00	-50.00	REFUND VETS HALL DEPO
TOTAL			CIVIC AUDITORIUM RENTAL			-50.00	.00
TOTAL			GENERAL FUND		.00	-50.00	.00
TOTAL			GENERAL FUND		.00	-50.00	.00
TOTAL			REPORT		.00	-50.00	.00