

LEMOORE CITY COUNCIL COUNCIL CHAMBER 429 C STREET April 1, 2025 5:30 P.M.

AMENDED MEETING AGENDA

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

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

1 - STUDY SESSION

No Study Session.

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.

2 - CEREMONIAL / PRESENTATION

2-1 Employee of the Month – March 2025 (Benavides)

3 - DEPARTMENT AND CITY MANAGER REPORTS

3-1 Department & City Manager Reports

4 - CONSENT CALENDAR

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.

- 4-1 Approval Minutes Regular Meeting March 18, 2025
- 4-2 Approval Second Reading Ordinance 2025-02 Adopting Zone Text Amendment No. 2025-01 Initiated by the City of Lemoore to Add Section 9-5F-9 "Electronic Billboards" and to Modify Sections 9-5F-7 "Standards for Off Site Signs", 9-5A-3 "Setback Determination and Requirements", and 9-4D-13 "Semi-Permanent Mobile Food Vendors" of the Lemoore Municipal Code
- 4-3 Approval Budget Amendment Training Facility and Equipment for 2024 Ferrara Type 1 Engine
- 4-4 Approval Resolution 2025-11 Renewing Ordinance 2022-02 and Policy 709 of the Lemoore Police Department Policy Manual Authorizing the Use of Military Equipment in Accordance with Government Code Section 7070, et. seq.

- 4-5 Approval Resolution 2025-12 Authorizing Acceptance of Regional Early Action Program (REAP 2.0) Funds Awarded in the Amount of \$350,000, and Authorizing a Budget Amendment for said Award Amount, and Authorizing the City Manager of the City of Lemoore to Execute Agreements between the City and Kings County Association of Governments
- 4-6 Approval Authorization to Purchase 4 Toyota Prius Plug-in Hybrid Vehicles
- 4-7 Approval Investment Policy
- 4-8 Approval Right of Way Dedication South Side of Iona Avenue

5 - PUBLIC HEARINGS

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

5-1 Public Hearing – Resolution 2025-13 – To Declare Three (3) Parcels of Land Located on the Northeast Corner of 19 ½ Avenue and Cedar Lane as "Exempt Surplus Land" and Approving Disposition and Development Agreement Between the City of Lemoore and KKAL, LP (John Kashian) for the Sale of City Owned Property and Authorizing the City Manager to Sign the Development Agreement, Escrow, and Associated Documents for the Sale of Property (APNs 023-400-001, -002-, and -003) (Brandt/Baley)

6 - NEW BUSINESS

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

No New Business.

7 - CITY COUNCIL REPORTS AND REQUESTS

7-1 City Council Reports / Requests

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: Christina D. Smith, City Attorney and Marissa Trejo, City Manager

Employee Organizations: Lemoore Police Officers Association, Lemoore Police Sergeants Unit

2. Government Code Section 54956.9(d)(4)

Conference with Legal Counsel – Anticipated Litigation

One (1) Case

<u>ADJOURNMENT</u>

Upcoming Council Meetings

- City Council Regular Meeting, Tuesday, April 15, 2025
- City Council Regular Meeting, Tuesday, May 6, 2025

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 April 1, 2025 at Council Chamber, 429 C Street and City Hall, 711 W. Cinnamon Drive, Lemoore, CA on March 27, 2025.
//s// Marisa Avalos, City Clerk



CITY COUNCIL REGULAR MEETING APRIL 1, 2025 @ 5:30 p.m.

The City Council will hold its public meetings in person, with a virtual option for public participation based on availability. The City of Lemoore utilizes Zoom teleconferencing technology for virtual public participation; however, the City makes no representation or warranty of any kind, regarding the adequacy, reliability, or availability of the use of this platform in this manner. Participation by members of the public through this means is at their own risk. (Zoom teleconferencing/attendance may not be available at all meetings.)

The meeting may be viewed through the following Zoom Meeting:

• Please click the link below to join the webinar:

• https://us06web.zoom.us/j/85676040932?pwd=Ambb0giklb4IeuPAeweGZ48ryMQGrV.1

• Meeting ID: 856 7604 0932

• Passcode: 294714

• Phone: +1 669 900 6833

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. 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-email 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.

March 18, 2025 Minutes Lemoore City Council Regular Meeting

CALL TO ORDER:

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

ROLL CALL: Mayor: MATTHEWS

Council Members: LYONS, CRUZ, GORNICK (arrived at 5:45pm)

Absent: BREWSTER

City Staff and contract employees present: City Manager Trejo; City Attorney Di Fillipo; Police Chief Kendall; Public Works Director Benavides; City Planner Brandt; Management Analyst Baley; Management Analyst Ramsey; Management Analyst Jackson; Finance Manager Reeder; Community Services Officer Perez; City Clerk Avalos

AGENDA APPROVAL, ADDITIONS, AND/OR DELETIONS

No agenda approvals, additions, and/or deletions.

1 - STUDY SESSION

1-1 Neighborhood Watch Program (Kendall)

Police Chief Kendall presented regarding Neighborhood Watch which included:

- > Neighborhood Watch Program
 - o 93 active Neighborhood Watch groups
- ➤ How it works:
 - o Citizens work with the Lemoore Police Department to:
 - Report suspicious activity
 - Assist in property identifications
 - Conduct home security surveys
 - Neighborhood Watch groups meet once a month
 - Meetings take place on the third Thursday of every month
- > The department is always accepting new neighborhood watch groups
 - To start a neighborhood watch group contact Community Services Officers

1-2 Budget Workshop #2 (Valdez)

Finance Director Valdez presented regarding the Fiscal Year 2025/2026 Budget – Personnel Expenditures which included:

- What are personnel expenditures?
 - o Regular Salaries
 - Part-Time Salaries
 - Overtime Salaries
 - FICA Taxes
 - State Unemployment Insurance
 - State Disability Insurance
 - o Retirement
 - Health Insurance
 - Life Insurance
 - Unfunded Liability

- Voluntary Benefits
- Deferred Compensation
- Uniform Allowance
- ➤ General Fund Budgeted FY 2024/2025 Personnel Expenditures
 - o Total Budget \$11,274,701
- General Fund Projected FY 2024/2025 Expected Ending Personnel Expenditures
 - o Total Expected Expenses \$10,249,378 (reduction of \$1,025,323)
- ➤ Enterprise Funds Budgeted FY 2024/2025 Personnel Expenditures
 - Total Budget \$3,118,454
- ➤ Enterprise Funds Projected FY 2024/2025 Expected Ending Personnel Expenditures
 - Total Expected Expenses \$2,560,868
- ➤ General Fund Proposed FY 2025/2026 Personnel Expenditures
 - o FY 2026 Proposed: \$12,124,498
 - o Increase of \$849,797
- ➤ Enterprise Funds FY 2025/2026 Propose Expenditures
 - o FY 2026 Proposed: \$3,671,774
 - Increase of \$553,320
- > Things to Note:
 - Assumed a 12% overall health insurance cost increase effective 12/1/2025
 - Maintained current staffing levels with no added positions
 - CalPERS Employer Rates & Unfunded Liability updated effective 7/1/2025.

PUBLIC COMMENT

Alex Walker stated that Kings County held their Youth and Government Day. 50 students were in attendance. He is excited that the tradition lives on. The Lemoore Rotary Club is a sponsor fort the LVFD Golf Tournament. This golf tournament benefits the Leon S. Peters Burn Center. He encourages members of the community to donate to the fundraiser. Rotary members are back from Guatemala. It was a very successful trip. He thanked the community for the enthusiasm of the Free Little Library at Lemoore Christian Aid. It has been registered with the library network and it has been successful. He is excited to expand that project.

Johnny Gailey stated that mailers were sent out regarding well registrations for domestic and agricultural. The Groundwater Sustainability Agency is trying to understand where all the wells are located. A workshop is being held on March 26th at Lemoore College at 10:00 am.

2 - CEREMONIAL / PRESENTATION

2-1 Employee of the Month – March 2025 (Benavides) *This item has been continued to the next regular meeting.*

3 – DEPARTMENT AND CITY MANAGER REPORTS

City Manager Trejo stated that effective March 18, 2025, Recreation hours have been extended. They are open 7 days a week. Monday through Friday (7:00am-9:00pm) and Saturday and Sunday (7:00am-4:00pm).

Chief Kendall stated that everything is going good with dispatch. The lines are being finalized. Hanford PD is receiving the calls and our Dispatcher is dispatching the calls on Monday through Friday 8:00am-5:00pm for training and testing purposes. Sergeant promotional testing was held. PAL wrestling program is up and running. There are currently 15 kids in the program.

Finance Director Valdez stated that staff is heavily testing the Tyler software this week and next week. The plan is to go live on April 22nd. Tyler staff will be onsite to assist with implementation.

4 - CONSENT CALENDAR

- 4-1 Approval Minutes Regular Meeting March 4, 2025
- 4-2 Approval Building Division Update February 2025
- 4-3 Approval Police Department Update February 2025
- 4-4 Approval Fire Department Update February 2025
- 4-5 Approval Resolution 2025-08 Regarding Public Transit Needs within the City of Lemoore and Authorizing the Filing of a Claim for Transportation Development Act Funds
- 4-6 Approval Notice of Completion Bush Street Pedestrian Crossing
- 4-7 Approval Resolution 2025-09 Declaring Intention to Annex Territory (Tract No. 935) to Community Facilities District No. 2024-01 (Public Services) and Authorizing the Levy of Special Taxes Therein for Annexation No.1
- 4-8 Approval Resolution 2025-10 Accepting the 2024 General Plan Annual Progress Report
- 4-9 Information Only Overview of City of Lemoore's Solar Production
- 4-10 Information Only Warrant Registers February 26, 2025 through March 6, 2025
- 4-11 Information Only Grant Awards Highway Safety Improvement Plan (HSIP) Cycle 12
- 4-12 Approval SB 496 (Hurtado) Advanced Clean Fleets Notice of Support

Item 4-5, 4-7, 4-9, 4-11 was pulled for separate consideration.

Motion by Council Member Lyons, seconded by Mayor Pro Tem Gornick, to approve the Consent Calendar, except item 4-5, 4-7, 4-9 and 4-11.

Ayes: Lyons, Gornick, Cruz, Matthews

Absent: Brewster

4-5 Approval – Resolution 2025-08 – Regarding Public Transit Needs within the City of Lemoore and Authorizing the Filing of a Claim for Transportation Development Act Funds

Motion by Mayor Pro Tem Gornick, seconded by Council Member Lyons, to approve Resolution 2025-08 – Regarding Public Transit Needs within the City of Lemoore and Authorizing the Filing of a Claim for Transportation Development Act Funds.

Ayes: Gornick, Lyons, Cruz, Matthews

Absent: Brewster

4-7 Approval – Resolution 2025-09 – Declaring Intention to Annex Territory (Tract No. 935) to Community Facilities District No. 2024-01 (Public Services) and Authorizing the Levy of Special Taxes Therein for Annexation No.1

Motion by Mayor Pro Tem Gornick, seconded by Council Member Lyons, to approve Resolution 2025-09 – Declaring Intention to Annex Territory (Tract No. 935) to Community Facilities District No. 2024-01 (Public Services) and Authorizing the Levy of Special Taxes Therein for Annexation No.1.

Ayes: Gornick, Lyons, Cruz, Matthews

Absent: Brewster

4-9 Information Only – Overview of City of Lemoore's Solar Production

Motion by Mayor Pro Tem Gornick, seconded by Council Member Lyons, to approve the Overview of the City of Lemoore's Solar Production.

Ayes: Gornick, Lyons, Cruz, Matthews

Absent: Brewster

4-11 Information Only – Grant Awards – Highway Safety Improvement Plan (HSIP) Cycle 12

Motion by Mayor Pro Tem Gornick, seconded by Council Member Lyons, to approve the Grant Awards – Highway Safety Improvement Plan (HSIP) Cycle 12.

Ayes: Gornick, Lyons, Cruz, Matthews

Absent: Brewster

5 – PUBLIC HEARINGS

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

5-1 Public Hearing – Resolution 2025-07 – Adopting an Urban Water Management Plan (Reeder)

Public Hearing Opened: 6:18 p.m.

No one spoke.

Public Hearing Closed: 6:18 p.m.

Motion by Mayor Pro Tem Gornick, seconded by Council Member Lyons, to approve Resolution 2025-07 – Adopting an Urban Water Management Plan.

Ayes: Gornick, Lyons, Cruz, Matthews

Absent: Brewster

5-2 Public Hearing – First Reading – Ordinance 2025-02 – Adopting Zone Text Amendment No. 2025-01 Initiated by the City of Lemoore to Add Section 9-5F-9 "Electronic Billboards" and to Modify Sections 9-5F-7 "Standards for Off Site Signs", 9-5A-3 "Setback Determination and Requirements", and 9-4D-13 "Semi-Permanent Mobile Food Vendors" of the Lemoore Municipal Code (Brandt/Baley)

Public Hearing Opened: 6:30 p.m.

Spoke: Alex Walker Tom Reed Aaron Oliver Connie Willis

Public Hearing Closed: 6:54 p.m.

Motion by Mayor Pro Tem Gornick, seconded by Council Member Lyons, to introduce and waive the First Reading – Ordinance 2025-02 – Adopting Zone Text Amendment No. 2025-01 Initiated by the City of Lemoore to Add Section 9-5F-9 "Electronic Billboards" and to Modify Sections 9-5F-7 "Standards for Off Site Signs", 9-5A-3 "Setback Determination and Requirements", and 9-4D-13 "Semi-Permanent Mobile Food Vendors" of the Lemoore Municipal Code.

Ayes: Gornick, Lyons, Cruz, Matthews

Absent: Brewster

6 - NEW BUSINESS

No New Business.

7 - CITY COUNCIL REPORTS AND REQUESTS

Council Member Cruz thanked Chief Kendall and Finance Director Valdez for their presentations. He also thanked the City Manager.

Mayor Matthews thanked City staff for presenting and answering questions.

At 7:01p.m., Council adjourned to Closed Session.

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: Christina D. Smith, City Attorney and Marissa Trejo, City Manager

Employee Organizations: Lemoore Police Officers Association, Lemoore Police Sergeants Unit

2. Government Code Section 54956.9

Conference with Legal Counsel – Anticipated Litigation Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Section 54956.9 One Case

REPORT OUT FROM CLOSED SESSION

Nothing to report from Closed Session.

ADJOURNMENT

At 8:00 p.m., Council adjourned.	
Approved the 1 st day of April 2025.	
	APPROVED:
ATTEST:	Patricia Matthews, Mayor
Marisa Avalos, City Clerk	



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

Staff Report

Item No: 4-2

To: Lemoore City Council
From Steve Brandt, AICP

Date: March 20, 2025 Meeting Date: April 1, 2025

Subject: Ordinance 2025-02 - Adopting Zone Text Amendment No. 2025-01

Initiated by the City of Lemoore to Add Section 9-5F-9 "Electronic Billboards" and to Modify Sections 9-5F-7 "Standards for Off Site Signs", 9-5A-3 "Setback Determination and Requirements", and 9-4D-13 "Semi-

Permanent Mobile Food Vendors" of the Lemoore Municipal Code

Strategic Initiative:

☐ Safe & Vibrant Community	⊠ Growing & Dynamic Economy
☐ Fiscally Sound Government	
□ Community & Neighborhood Livability	☐ Not Applicable

Proposed Motion:

Move to adopt Ordinance No. 2025-02, approving the second reading of Zoning Text Amendment No. 2025-01.

Subject/Discussion:

After holding a public hearing, the City Council introduced the Ordinance by adopting the first reading at the March 18, 2025, regular meeting.

The City currently prohibits new off-site commercial signs (billboards). All existing billboards are considered existing non-conforming, as they existed in the past before the prohibition was put in place. Staff has received inquiries from prospective applicants interested in erecting new electronic billboards within City limits due to the visibility provided by Highway 198 and Highway 41. Given the City's location along two well-traveled highways, areas within the City provide excellent opportunities for billboard advertising, especially electronic billboards. The new 9-5F-9 "Electronic Billboards" section allows for a limited number of new electronic billboards while protecting the safety of residents and travelers and preserves the aesthetic character of the City. The text amendment proposes that each new electronic billboard be approved by the Planning

Commission through the use permit process. A maximum of four billboards total would be allowed. There are standards proposed for size and locations that would be allowed.

Slight changes are proposed to 9-5F-7 "Standards for Off Site Signs" to make it consistent with the new Electronic Billboards section.

Proposed amendments to 9-5A-3 "Setback Determination and Requirements" and 9-4D-13 "Semi-Permanent Mobile Food Vendors" are based on feedback received from residents and business owners as well as the observations and experiences of City staff.

Proposed Changes:

The following list describes the scope of the changes being proposed.

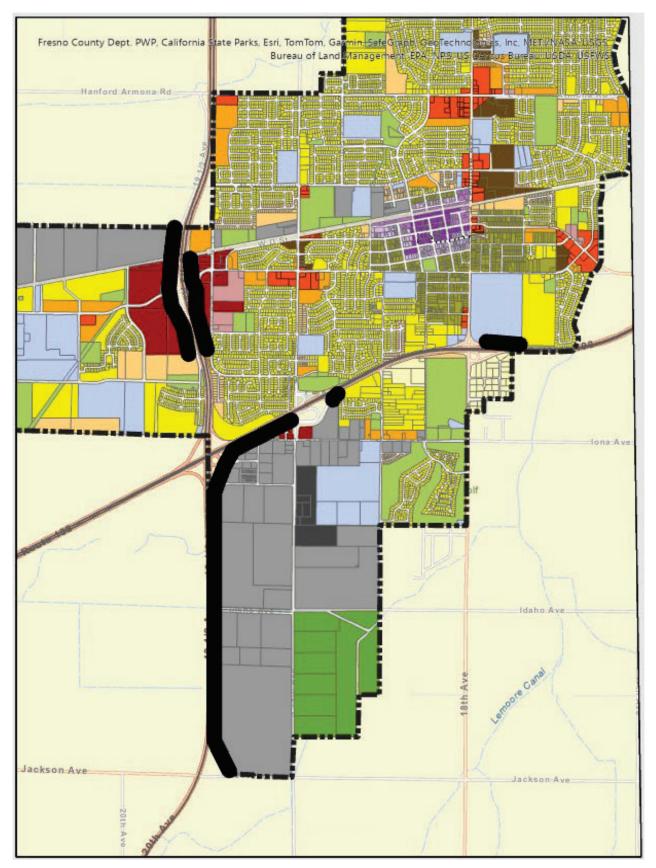
Electronic Billboards – The existing sign code prohibits nearly all commercial off-site signage. The proposed section would allow a limited number, four (4) at this time, of electronic billboards within the city limits with the approval of a Conditional Use Permit (CUP). The proposed text changes include separation requirements from other electronic billboards and highway-oriented signs, height restrictions, and maintenance stipulations. The electronic billboards would only be eligible for a conditional use permit if they are proposed within 200 feet of either Highway 41 or Highway 198, and are within either the Regional Commercial, Light Industrial, or Parks and Recreation/Ponding Basin zone districts. The conversion of existing nonconforming billboards to electronic billboards is prohibited.

Electronic billboards could only be proposed in locations shown on the zoning map on the next page where there are thick black lines. They must also be located at least 1,000 feet apart from another billboard and at least 300 feet apart from an existing highway-oriented sign. Being located in these areas and meeting the standards does not guarantee that the conditional use permit will be approved. The Planning Commission would need to make the following findings to approve a CUP after reviewing the application and holding a public hearing:

- 1. The proposed sign is consistent with the general plan and all applicable provisions of this title; and
- 2. The establishment, maintenance, or operation of the electronic billboard will not, under the circumstances of the particular case (location, size, design, and operating characteristics), be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the neighborhood of such use, or the general welfare of the city; and
- 3. The proposed electronic billboard would not create a traffic or safety problem, including problems associated with on-site access circulation or visibility; and
- 4. The proposed electronic billboard shall not constitute a hazard to the safe and efficient operation of vehicles upon a highway; and
- 5. The electronic billboard will not cause light and glare to intrude upon residential uses, including those in mixed-use districts or developments.

The ordinance would limit the total number of new electronic billboards to four at this time. If more than four applications are received, they will be brought to the Planning Commission in the order that complete applications are received. See Exhibit A to Ordinance No. 2025-02, pages 1-3.

Locations Where Electronic Billboards Could be Proposed if Ordinance Adopted



Standards for Off-Site Signs – This section continues to prohibit non-electronic off-site commercial signage within the city but notes a limited number of electronic billboards (billboards with electronically changeable copy) may be permitted as regulated by the proposed Section 9-5F-9 "Electronic Billboards". See Exhibit A to Ordinance No. 2025-02, page 3.

Setback Determination and Requirements – The setback change is to allow flexibility in the rear yard, particularly for attached covered patios. As the overall square footage of lots has decreased due to market trends, open space is limited. The current code was prohibiting homeowners from building patios in the backyard of some new homes. The amendment allows an encroachment of up to five feet into the rear yard for attached covered patios. See Exhibit A to Ordinance No. 2025-02, page 3.

Semi-Permanent Mobile Food Vendors – When the semi-permanent mobile food vendors ordinance was passed, a 1000-foot separation from other restaurants was included. In practice, this separation requirement has been too restrictive and limited the availability of sites for mobile vendors to locate. The proposal reduces this separation requirement to 500 feet. The changes also allow for more than one vendor to operate on the same site at the same time with the approval of a Conditional Use Permit. Lastly, an expiration of one year for first time approvals with subsequent two-year approvals on the same site was also added. See Exhibit A to Ordinance No. 2025-02, pages 3 and 4.

Environmental Assessment:

Pursuant to CEQA (California Environmental Quality Act) Guidelines, it has been determined that the project is exempt from the requirements of the California Environmental Quality Act (CEQA) per Section 15061(b)(3) (common sense exemption) and Section 15305 (minor alterations to land use limitations exemption) of the CEQA Guidelines.

Financial Consideration(s):

N/A

Alternatives or Pros/Cons:

The alternative to approval is to reject or modify the Planning Commission's recommendation.

Commission/Board Recommendation:

The Planning Commission held a public hearing on February 10, 2025, and voted 6-0 to adopt Resolution No. 2025-02, recommending approval of the zone text amendments.

Staff Recommendation:

City staff recommends adoption of Ordinance No. 2025-02, approving the second reading of Zoning Text Amendment No. 2025-01.

Attachments: ☐ Resolution:		Review:	Date:
	2025-02	□ City Attorney	03/25/2025
□ Map		□ City Clerk	03/25/2025
□ Contract		□ City Manager	03/24/2025
□ Other		⊠ Finance	03/25/2025
List:			

ORDINANCE NO. 2025-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEMOORE ADOPTING ZONE TEXT AMENDMENT NO. 2025-01
INITIATED BY THE CITY OF LEMOORE TO ADD SECTION 9-5F-9 "ELECTRONIC BILLBOARDS" AND TO MODIFY SECTIONS 9-5F-7 "STANDARDS FOR OFF SITE SIGNS", 9-5A-3 "SETBACK DETERMINATION AND REQUIREMENTS", AND 9-4D-13 "SEMI-PERMANENT MOBILE FOOD VENDORS" OF THE LEMOORE MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF LEMOORE HEREBY DOES ORDAIN:

SECTION 1. FINDINGS.

- (a) The City of Lemoore initiated Zoning Text Amendment No. 2025-01 to make changes to the City of Lemoore Zoning Ordinance.
- (b) On February 10, 2025, the Planning Commission of the City of Lemoore held a public hearing, reviewed the proposal, and recommended approval of the ordinance text amendment to the City Council.
- (c) This zoning text amendment is consistent with the City of Lemoore General Plan, and the rest of the Lemoore Municipal Code, and would not be detrimental to the public interest, health, safety, convenience, and welfare of the City.
- (d) A Categorical Exemption/Common Sense Exemption has been prepared in accordance with the California Environmental Quality Act (CEQA).

SECTION 2. CEQA.

The Categorical Exemption/Common Sense Exemption prepared in accordance with the California Environmental Quality Act (CEQA) is hereby adopted.

SECTION 3. AMENDMENT OF CODE

The official text of the City of Lemoore Municipal Code shall be amended ADDING SECTION 9-5F-9 "ELECTRONIC BILLBOARDS" AND MODIFYING SECTIONS 9-5F-7 "STANDARDS FOR OFF SITE SIGNS", 9-5A-3 "SETBACK DETERMINATION AND REQUIREMENTS", AND 9-4D-13 "SEMI-PERMANENT MOBILE FOOD VENDORS" of the City of Lemoore Zoning Ordinance, per attached Exhibit A.

SECTION 4. SEVERABILITY.

If any provision of this ordinance is declared unlawful by a court of competent jurisdiction, the City Council intends that the remaining provisions of this ordinance remain in effect.

SECTION 5. EFFECTIVE DATE.

The ordinance codified herein shall take effect and be in full force and effect from and after thirty (30) days after its final passage and adoption. Within fifteen (15) days after its adoption, the ordinance codified herein, or a summary of the ordinance codified herein, shall be published once in a newspaper of general circulation.

published once in a newspaper of gener	ral circulation.
* * * * * * * *	* * * * * * * * * * * * * * * *
	at a regular meeting of the City Council of the City of 25 and passed and adopted at a regular meeting of the 025 by the following vote:
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
ATTEST:	APPROVED:
Marisa Avalos	Patricia Matthews
City Clerk	Mayor

Exhibit A AMENDMENT NO. 2025-01

Add Section:

9-5F-9 "Electronic Billboards"

Modifying Sections:

9-5F-7 "Standards For Off Site Signs"

9-5A-3 "Setback Determination and Requirements"

9-4D-13 "Semi-Permanent Mobile Food Vendors"

New text to be added is <u>underlined</u> format. Text to be removed is in strikeout format.

9-5F-9: ELECTRONIC BILLBOARDS

- A. Intent and Purpose. It is the intent of this section to allow a limited number of electronic billboards (billboards with electronically changeable copy) within the city limits through the Conditional Use Permit process and subject to design standards.
- B. General Provisions.
- 1. No billboard shall be constructed, relocated, or upgraded within the city without a Conditional Use Permit (CUP) unless otherwise allowed by this Chapter. Each application shall be considered separately and individually. Multiple billboards shall not be combined into a single application. Multiple faces on a single billboard shall be submitted as a single application. CUP requests will be heard in the order that complete applications are received.
- 2. The City may permit a total of up to four (4) electronic billboards within city limits through the CUP process. No new billboards that are not electronic shall be permitted. Any existing legal nonconforming billboard in place at the time of the approval of this section may not be converted to an electronic billboard.
- 3. All CUPs approved for electronic billboards shall require that the placement, design, and operations standards in this section be met. The Planning Commission or City Council may add additional conditions based on specific circumstances.

C. Placement.

- 1. Electronic billboards shall only be permitted within 200 feet of Highway 198 or Highway 41 and only in the Regional Commercial (RC), Light Industrial (ML), or Parks and Recreation/Ponding Basin (PR) zone districts.
- 2. No electronic billboard shall be placed within 1,000 feet of another electronic billboard on the same side of the highway. No electronic billboard shall be placed within 300 feet of a highway-oriented sign on the same side of the highway.

D. Design.

- 1. The total height of an electronic billboard shall not exceed 60 feet to the top of the billboard.

 The bottom of the billboard face shall be no lower than 30 feet. These standards may be adjusted in the CUP process where the billboard is adjacent to an elevated highway.
- 2. The electronic billboard sign support shall be a single pole with façade-like embellishments wrapped around the pole. The materials used in the sign support embellishments shall be primarily natural stone, brick, approved masonry panels, stucco, or architectural metal.
- 3. Electronic billboards must have clearance or necessary approvals in writing from Caltrans Outdoor Advertising prior to issuance of the building permit.
- 4. No portion of the electronic copy on the sign face shall change more frequently than once every six seconds.
- 5. The electronic sign shall not emit any audible sound, buzz, or noise. The electronic copy shall be limited to no more than thirty lumens output, measured at 10 feet from the sign face.
- E. Findings for Approval. The following findings shall be made by the approving authority before a Conditional Use Permit is approved:
- 1. The proposed sign is consistent with the general plan and all applicable provisions of this title; and
- 2. The establishment, maintenance, or operation of the electronic billboard will not, under the circumstances of the particular case (location, size, design, and operating characteristics), be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the neighborhood of such use, or the general welfare of the city; and
- 3. The proposed electronic billboard would not create a traffic or safety problem, including problems associated with on-site access circulation or visibility; and
- 4. The proposed electronic billboard shall not constitute a hazard to the safe and efficient operation of vehicles upon a highway; and
- 5. The electronic billboard will not cause light and glare to intrude upon residential uses, including those in mixed-use districts or developments.

F. Operation.

- 1. All electronic billboards shall be maintained in a safe, presentable, and good structural condition at all times, including the replacement of defective parts, painting, repainting, cleaning, ensuring the sign facing is not dilapidated or faded, and other acts required for the maintenance of such billboard.
- 2. The operator of an electronic billboard sign shall provide to the City of Lemoore Community Development Department 24-hour contact information for a person who has the authority and ability to turn off the electronic sign promptly after a malfunction occurs. Any sign not properly functioning needs to be repaired to the City's satisfaction within 30 days of written notice or be potentially subject to CUP revocation.
- 3. The operator of an electronic billboard shall coordinate with the local authorities to display, when appropriate, emergency information important to the traveling public, including, but not limited to, Amber Alerts and other alerts of emergency situations. Emergency information messages shall remain in the advertising rotation according to the protocols of the agency that issues the information.
- 4. The Planning Commission or City Council may require that the City be provided with message time to advertise events or provide civic information on the electronic billboard with no or a reduced fee.

9-5F-7: STANDARDS FOR OFF SITE SIGNS:

A. General Prohibition: Generally Except as outlined below, all new off site commercial signage is prohibited within the city. Existing off site commercial signs (e.g., billboards) that are not electronic are considered nonconforming signs as regulated by subsection 9-5F-2E, "Nonconforming Signs", of this article. A limited number of electronic billboards (billboards with electronically changeable copy) within the city limits may be permitted as regulated by Section 9-5F-9 "Electronic Billboards", of this article. However Additionally, consistent with state law, the city does permit off site subdivision directional signs (subdivision kiosk signs) as provided in this section.

9-5A-3: SETBACK DETERMINATION AND REQUIREMENTS

D. Allowed Encroachments Or Projections Into Required Yards: Bay windows, cornices, canopies, attached decks and patios, eaves, fireplaces, roof overhangs, and similar architectural features may encroach up to six feet (6') into the required front yard, and up to two feet (2') into all other required yard areas. Patio covers attached to the main structure that are no taller than 16 feet may encroach up to five (5') into the required rear yard,

9-4D-13: SEMI-PERMANENT MOBILE FOOD VENDORS

C. Development Standards: Semipermanent mobile food vendors shall comply with all of the following development standards:

- 1. The vehicle must be located on a private "developed site" (as defined in chapter 12 of this title) zoned neighborhood commercial (NC), regional commercial (RC), mixed use (MU), or light industrial (ML), subject to the following:
 - h. There shall be no more than one other semipermanent mobile food vendor or permanently located vendor of produce, prepared, or prepackaged food located within one thousand feet (1,000') 500 feet of the site, unless a conditional use permit is approved that allows two or more semipermanent mobile food vendors to operate together at the same time and on the same site.
- 10. In approving an application for a semipermanent mobile food vehicle, the planning director shall impose on the vendor such conditions and requirements as may be necessary to ensure compliance with the standards, conditions, and requirements in this subsection and other provisions of this title. The first permit approved for an applicant at a certain location shall expire after one (1) year. Subsequent approvals by the same applicant at the same site may be approved for up to two (2) years.



711 West Cinnamon • Lemoore, California 93245 • (559) 924-6744 • Fax (559) 924-9003

Staff Report

Item No: 4-3

To: Lemoore City Council

From: Faith Faria, Administrative Assistant

Date: March 17, 2025 Meeting Date: April 1, 2025

Subject: Budget Amendment – Training Facility and Equipment for 2024 Ferrara

Type 1 Engine

Strategic Initiative:

	☐ Growing & Dynamic Economy
☐ Fiscally Sound Government	☐ Operational Excellence
☐ Community & Neighborhood Livability	☐ Not Applicable

Proposed Motion:

Approve the budget amendment for the new/upgraded equipment & Training Facility for the new 2024 Ferrara Type 1 Pumper.

Subject/Discussion:

In 2022, Lemoore Volunteer Fire Department received award notification for 2 million dollar funding from Senator Hurtados office, SB178 bill. We are requesting to spend the remaining funds of \$491,000 on new/upgraded equipment for the Ferrara Type 1, a training facility for firefighters to train/practice their firefighter skills in a real-life scenario, gear for the firefighters, and a new roof for the building.

Financial Consideration(s):

To complete the new 2024 Ferrara Type 1 pumper, it must be stocked with the necessary equipment to put the engine into service. We estimate a cost of approximately \$75,000 for hoses, nozzles, wyes, a portable scene light, a salvage cover, and other miscellaneous items that were too old to reuse from Engine #6.

Additionally, we are in the early stages of developing a training facility at the city yard. Having completed the planning phase, we are now ready to move forward. Our firefighters

have visited training facilities in Coalinga, Tulare, and Visalia to gather insights on the best design and features to benefit our city. The estimated cost for six C-trains, along with the necessary materials and equipment, is approximately \$200,000.

Alternatives or Pros/Cons:

Pros:

- Replace aging equipment for more efficient and effective emergency response
- Build a training facility to aid in Firefighter training as well as the ISO rating
- Fully reimbursed through the SB 178 Funding

Cons:

None noted

Commission/Board Recommendation:

N/A

Staff Recommendation:

Staff recommends that the City Council approve the budget amendment for the remaining SB 178 funds for Lemoore Volunteer Fire Department.

Attachments:	Review:	Date:
☐ Resolution:		
☐ Ordinance:	□ City Attorney	03/25/2025
□ Map	□ City Manager	03/24/2025
☐ Contract		03/25/2025
☐ Other	⊠ Finance	03/25/2025
Quote		



CITY OF LEMOORE BUDGET AMENDMENT FORM

3/24/2025	Request By:	F	aith Faria
Requesting Department: Lemoore Volunteer Fire Department	•		
TYPE OF BUDGET AMENDMENT REQUEST:			
☐ Appropriation Transfer within Budget Unit	✓	One Sided Journal Increa	ase/Decrease
☑ All other appropriations (Attach Council approved Staff Report)		Expenditure to Expenditure	ure or Revenue to Revenue
FROM:			
Full Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget
			\$ -
TO:		D 1	
Full Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget
1225-835-0000-24006-560200	\$ -	\$ 200,000.00	\$ 200,000.00
1225-835-0000-00000-560200	\$ -	\$ 75,000.00	\$ 75,000.00
1225-835-0000-00000-530100	\$ -	\$ 182,828.00	\$ 182,828.00
JUSTIFICATION FOR CHANGE/FUNDING SOURCE:			
Budget remaining funds for upgraded equipment for the new 2024 eng	gine, as well as fundir	ng for a new training facilit	ty,
and new roof.			
APPROVALS:			
Department Head:		Date:	
C't-M		Ditti	
City Manager:		Date:	
Entered By:		Date:	
Approved By:		Date:	
[Approved Dy.		Date.	



Pass Through Grant Subaward

			1.	PASS THRO	UGH GRANT SUB	AWARD #:	LI2022-030	
The Californic following:	ı Governor's	Office of Eme	rgency Serv	rices (Cal O	ES) hereby mak	es a Grant S	ubaward of fund	s to the
2. SUBRECIPIE	NT: City o	of Lemoore						
				er Fire D	epartment			
		ORESS: 711 W				Lemoore	932	245-9587 ·
4. PATMENTA	MAILING ADL	JKE22: / / / /	(S1	reet)		(City)		(Zip+4)
5. GRANT SUB	AWARD PER	FORMANCE PE	riod: <u>7/1</u>	/22 throu	ugh 6/30/24			
6. PURPOSE:								
For new fir Service Lo	1083		ated equ	ipment o	and training			
	The same of the sa	THORITY, AND	GRANT SUB	AWARD TO	The state of the s			
Enactment Year	Fund Source	Authorizing Legislation	Chapter	Statutes	Item Number	Provision	Total Aw	/ard
FY22	General Fund	AB 179	249	2022	0690-101-0001	CS 19.56	\$2,000,	000
approval Approving exclusively to adminis 9. CA PUBLIC	of the City/C g Body. The S on/for acti ster the Gran	County Financi Subrecipient co vities specified nt Subaward in	al Officer, Certifies that in the purp accordance.	City Manage all funds rectors sose section ce with all course ard applicat	er, County Admi ceived pursuant a above in the G applicable state tions/awards are	inistrator, Go to this agree frant Subawo and federal e subject to t	he California Pub	nair, or other ent ient agrees olic Records
on this ap Public Red exemption	plication. If y cords Act, pl	ou believe the ease attach a ment that the	at any of the statement	e information that indica	on you are puttir tes what portion	ng on this ap ns of the app	mation or private plication is exem lication and the k will not guarante	pt from the casis for the
10. AUTHORIZ	ED SIGNER:							
Name:	N	athan Olso	n		Title:	Cit	y Manager	
Signature:	North	n Coll	an .		Date:	3	2/24/2023	
		personal knowl is expenditure	edge that b			ole for the Gr	ant Subaward pe	erformance
Cal OES Fisca	Officer		Date		Cal OES Dire	ector or Desig	nee	Date

	6.	
	: •	

Print Form Reset Form

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7) STD 204 (Rev. 03/2021)

		Section 1 – F	Payee Infor	nation		
NAME (This is required. Do not leave	this line blank. Mi	ust match the pa	iyee's federal ta	ax return)		
City of Lemoore						
BUSINESS NAME, DBA NAME or	r DISREGARDE	D SINGLE MI	EMBEK LLC	NAME (II	different from	n above)
MAILING ADDRESS (number, stree	at ant or suite no) (See instruction	one on Page 2)			4
711 W. Cinnamon Dr	st, apt. or suite no.) (See manuone	ons on rage 2)			
CITY, STATE, ZIP CODE				E-MAII	ADDRESS	
Lemoore, CA 93245				L-WAIL /	ADDITESS	
		Section 2	2 – Entity Ty	/pe		
Check one (1) box only that mate	THE RESERVE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TW	type of the Pa	a library and the latest and the lat		of Particular State of the Committee of	
☐ SOLE PROPRIETOR / INDIVIDI			CORPORA			
☐ SINGLE MEMBER LLC Disregar	rded Entity owned I	by an individual				practic, etc.)
□ PARTNERSHIP			LEGAL	E	1051	
☐ ESTATE OR TRUST		1.00			-	200
	0	4: 0 T	⊠ ALL OT			ernment Entity
Enter your Tax Identification Numb		tion 3 – Tax			ber I	9
match the name given in Section 1	of this form. D	o not provide	more than on	e (1) TIN.	Social S	ecurity Number (SSN) or
The TIN is a 9-digit number. Note:						al Tax Identification Number (ITIN)
 For Individuals, enter SSN. 				A 0 3	1 - 3 - 1	
 If you are a Resident Alien, a SSN, enter your ITIN. 	nd you do not h	ave and are no	ot eligible to g	et an		**************************************
 Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN. 						
 For Sole Proprietor or Single sole member is an individua 					(FEIN)	Employer Identification Number
prefers SSN).					9 4	-6 0 0 0 3 5 5
 For Single Member LLC (disibusiness entity, enter the owentity's FEIN. 						
• For all other entities including			tion or partne	rship,		
estates/trusts (with FEINs), en						
	Section 4 –	Payee Resid	dency Statu	ı s (See i	nstruction	s)
☑ CALIFORNIA RESIDENT – Qua	alified to do busin	ess in Californi	a or maintains	a perman	ent place o	f business in California.
☐ CALIFORNIA NONRESIDENT	 Payments to no 	onresidents for	services may l	oe subject	to state inc	ome tax withholding.
☐No services performed in C	alifornia					
□Copy of Franchise Tax Boa	rd waiver of state	withholding is at	ttached.			
		Section 5	– Certifica	tion		Statement of the Assessment of the Statement of the State
I hereby certify under penalty of	perjury that th			the second second	ument is t	rue and correct.
Should my residency status cha	the second second second second second second		e state agen	cy below	<i>'</i> .	
NAME OF AUTHORIZED PAYEE	REPRESENTA	TIVE	TITLE	1	11 m / 1	E-MAIL ADDRESS
Nathan (Olson				Vlana		noisonalemoure.com
SIGNATURE Just file			3/2/2	3	559-0	IE (include area code) する 4-6 フ 4 ダー メ フ0 3
		Section 6 - P	aying State	Agency	ý	
Please return completed form to						
STATE AGENCY/DEPARTMENT	OFFICE		UNIT/SECT	ION		
MAILING ADDRESS			FAX			TELEPHONE (include area code)
CITY	STATE	ZIP CODE		E-MAIL	ADDRES	<u>.</u>

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7) STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 - Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name - Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)	THEN Select the Box for
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships ● Limited Liability Partnerships (LLP) ● and, LLC treated as a Partnership	Partnerships
Estate ● Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc. • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 - Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 - Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - o For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900 For hearing impaired with TDD, call: 1-800-822-6268

E-mail address: wscs.gen@ftb.ca.gov

Website: www.ftb.ca.gov

Section 5 - Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 - Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.



Cascade Fire Equipment PO Box 4248 Medford OR 97501 **United States** https://cascadefire.com/ (800) 654-7049

Bill To

Lemoore Fire Dept. 711 W. Cinnamon Dr Lemoore CA 93245 **United States**

Ship To

Lemoore Fire Dept. 711 Cinnamon Dr Lemoore CA 93245 **United States**

Quote Expiration 07/24/2024	Quote Name		Sales Rep Kevin Trent	Shippin UPS® G	g Method Ground
Item		QТY		Rate	Amount
50401 Cylinder Rack, 12		1		\$695.00	\$695.00
				Subtotal	\$695.00
			Ship	ping Cost	\$121.36
			Tax	(Total (%)	\$50.39
				Total	\$866.75





PURCHASE ORDER REQUISITION

Vendor Name	Cascade Fire Equipment									
Vendor Address	6	O. Box 4248	Department 	Department Fire Department						
Vendor Address 2	800-654-7049								3/13/2	025
City, State, Zip Code										
Special Instructions			2 Million Do	ollar Hurtado	Funding-H	ose and Equ	ipment for new e	ngine		
Desci	ription	Fund	Department	Future Use	Project	Account	Quantity	UOM	Unit Price	Amount
	F) x 1' NPSH (M) R/L	1225	835			560200	1		50.00	50.00
XD 1.5 Shut Off with Pist	tol Grip, 1&3/8" Ball Black	1225	835	0	24006	560200	1		566.00	566.00
	tol Grip 2.5" (F) x1.5" (M) 1 3/8" vay Black	1225	835	0	24006	560200	1		742.00	742.00
	8", No pistol grip, Bale insert green 1- bore	1225	835	0	24006	560200	1		637.00	637.00
Gated Wye Deluxe,	2.5" Nh x (2) 1.5" Nh	1225	835	0	24006	560200	1		305.00	305.00
	erway (orange bail insert) 7/8 Bore 1 black, 1 orange	1225	835	0	24006	560200	2		637.00	1,274.00
	ect o matic 1.5 75-325GPM	1225	835	0		560200	4		1,790.00	7,160.00
	Nh x 4.5Nh L/W	1225	835			560200	1		150.00	150.00
Reducer, 4.5" Nh (F) x 2.5" Nh (M) R/L	1225	835	0	24006	560200	1		128.00	128.00
Adapter Dbl Female,	2.5" x 2.5" Nh L/W, R/i	1225	835	0	24006	560200	1		98.00	98.00
Hose, Dura-Built 800	0 1.5x50 Blue Cpld Nh	1225	835	0	24006	560200	22		260.00	5,720.00
NAFH Poly-Tuff 600-	5" x 50" Coupled Storz	1225	835	0	24006	560200	14		945.00	13,230.00
Hose, Dura-Built 500 2.5x	50 Yellow Cpld Nh Db-800	1225	835	0	24006	560200	9		399.00	3,591.00
Hose, Dura-Built 800 3"x50)' Db-800-Sp 3" x 50' Dj Y ello	1225	835	0	24006	560200	9		520.00	4,680.00
Gated Wye Deluxe,	1.5" Nhx (2) 1.5" Nh	1225	835	0	24006	560200	1		295.00	295.00
										5
									Subtotal	38,626.00
									Tax	2,800.39
									Service Charge	
									Shipping	
									TOTAL	41,426.39
Sull Sull 3/13/2025 Requestor Signature 3/13/2025							2025			
					21				ine old	
			Departn	nent Head Sig	nature				Date	
-			City Manager	Signature (ov	ver \$10,000	0)			Date	

Purchasing Officer Approval (for Finance Only)

Date

MODE OF BROKE BLANCE





PURCHASE ORDER REQUISITION

Vendor Name	Cascade Fire Equipment							Vendor No.			
Vendor Address	P.O. Box 4248								Fire Depar	rtment	
Vendor Address 2	<u> </u>	00-654-7049	Date 3/13/2025								
City, State, Zip Code	Medford, Or 97501										
Special Instructions			2 Million Do	ollar Hurtado	Funding-He	ose and Equi	pment for new e	ngine			
Desc	cription	Fund	Department	Future Use	Project	Account	Quantity	UOM	Unit Price	Amount	
	Scene Light	1225	835			560200	1		927.54	927.54	
	r 14'x 18' Canvas	1225	835			560200	1		288.00	288.00	
										_	
										_	
							+				
										9	
11										*	
			2							12	
									Subtotal	1,215.54	
									Тах	88.12	
									Service Charge		
									Shipping		
									TOTAL	1,303.66	
Fath June							71/0)	2,503.00			
		1	Jall		/	<u>a</u>			9/13/	2005	
			keq	uestor Signat	uit				/Date /		
			Departn	nent Head Sig	nature			_	Date		
			City Manager	Signature (o	ver \$10,000	0)			Date	-	
		Pu	rchasing Office	er Approval (f	or Finance	Only)			Date		



F-1965				



Cascade Fire Equipment PO Box 4248 Medford OR 97501 **United States** https://cascadefire.com/ (800) 654-7049

Bill To

Lemoore Fire Dept. 711 W. Cinnamon Dr Lemoore CA 93245 **United States**

Ship To

Lemoore Fire Dept. 711 Cinnamon Dr Lemoore CA 93245 **United States**

Quote Expiration Quote Name	Sales Rep	Shipping Method
04/03/2025	Kevin Trent	UPS® Ground
Item	QTY	Rate Amount
11039NPSH Reducer, 1.5" Nh (F) X 1" Npsh (M) R/L	1	\$50.00 \$50.00
0033XD01 XD 1.5 SHUT-OFF WITH PISTOL GRIP, 1-3/8" BALL black	1	\$566.00 \$566.00
0069XD01 Elkhart XD Shutoff Valve w/ Pistol Grip 2.5" (F) x 1.5" (M) 1 3/8" Waterway black	1	\$742.00 \$742.00
0033XD0F-0101000600 XD Shutoff 1.5" FNH Waterway: 1 3/8", NO PISTOL GRIP, Bale Insert GREEN 1-1/8" bore	1	\$637.00 \$637.00
40067 Gated Wye Deluxe, 2.5" Nh X (2) 1.5" Nh	1	\$305.00 \$305.00
0033XD0F-0201000500 XD Shutoffs 1.5" 1 3/8" waterway (orange bail insert) 7/8 integrated Smooth Bore 1 black, 1 orange	2	\$637.00 \$1,274.00
02XD3001 Elkhart Brass SM-30FG Select-O-Matic 1.5" 75-325GPM @100PSI w/ grip 1 orange, 1 red, 1 yellow	4	\$1,790.00 \$7,160.00
11007NH Dbl. Male 4.5Nh X 4,5Nh L/W	1	\$150.00 \$150.00
11047NH Reducer, 4.5" Nh (F) X 2.5" Nh (M) R/L	1	\$128.00 \$128.00
11013NH Adapter Dbl Female, 2.5" X 2.5" Nh L/W, R/L	1	\$98.00 \$98.00
11504X50BLUE Hose, Dura-Built 800 1.5X50 Blue Cpld Nh	22	\$260.00 \$5,720.00
PT5X50YRS NAFH Poly-Tuff 600 - 5" x 50' Coupled Storz	14	\$945.00 \$13,230.00







Item	QTY	Rate	Amoun
11506-50NH Hose, Dura-Built 800 2.5X50 Yellow Cpld Nh Db-800	9	\$399.00	\$3,591.00
11507X50 Hose, Dura-Built 800 3"X50' Db-800-Sp 3" X 50' Dj Yellow	9	\$520.00	\$4,680.00
40085 Gated Wye Deluxe, 1.5" Nh X (2) 1.5" Nh	1	\$295.00	\$295.00
45670 Portable Scene Light	1	\$927.54	\$927.54
24315 Salvage Cover 14' X 18' Canvas	1	\$288.00	\$288.00
XXLG-32 BLITZFORCE Portable Monitor, ZN Combination Nozzle XXLG-32-NH1	1	\$5,131.00	\$5,131.00
AX7HNP-NX IUMBO BIV 4,0"NHFX 6.0"NHF SWIVEL HANDLE X SWIVEL SHORT HANDLE		\$3,618.00	\$3,618.00
Freight will apply Shipping charges will be added			
		and the state of the second state of the secon	M 22 2 2 2 2 2 2 3 3 3 3 3 3 3 3 3 3 3 3
		Subtotal	\$48,590.54
		Shipping Cost	\$0.00
		Tax Total (%)	\$3,522.81
		Total	\$52,113.35



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

Staff Report

Item No: 4-4

To: Lemoore City Council

From: Mike Kendall, Police Chief

Date: March 17, 2025 Meeting Date: April 01, 2025

Subject: Resolution 2025-11 - Renewing Ordinance 2022-02 and Policy 709 of the

Lemoore Police Department Policy Manual Authorizing the Use of Military Equipment in Accordance with Government Code Section 7070.

et. sea.

Strategic Initiative:

☐ Growing & Dynamic Economy
☐ Operational Excellence
□ Not Applicable

Proposed Motion:

Adoption of Resolution 2025-11, renewing the ordinance adopting Police Department Military Equipment Use Policy in accordance with AB 481.

Subject/Discussion:

Staff recommends that the City Council approve the Military Equipment Use Policy, Policy 709 of the Lemoore PD Policy Manual, and the Annual Military Equipment Report. The Policy and ordinance which adopted the Policy must be renewed annually to allow the Department to continue using existing military equipment in the Department's inventory and acquire new equipment for operational needs. Policy 709, Ordinance 2022-02, and the Annual Military Equipment Report comply with the requirements of AB 481 (codified in Gov. Code section 7072) and each type of equipment identified in the Annual Report has complied with the applicable standards in Government Code section 7071(d).

Department Policy 709 was adopted by Ordinance 2022-02 in compliance with AB 481. "Military equipment" is defined to include, without limitation, the following equipment: unmanned aerial or ground vehicles, armored vehicles, command and control vehicles, pepper balls, less lethal shotguns, less lethal 40mm projectile launchers, long range acoustic

devices, flashbangs, and foundational equipment, such as rifles. This equipment is used as a component of overall best practices for law enforcement agencies throughout the country. Authorization to continue using this equipment is necessary to protect the safety and welfare of the public and peace officers within the City.

There is a significant interest in ensuring that the Department continues to have access to equipment that provides the Department as many resources as possible to safeguard lives, ensure safety, and protect civil liberties. The use of military equipment is crucial to the Department's mission and will continue to be strictly regulated through internal processes and oversight, transparency, and City Council and public review.

BACKGROUND

On January 1, 2022, Governor Newsom signed into law AB 481, codified in Government Code sections 7070 through 7075. This law requires law enforcement agencies to obtain approval from the applicable governing body of a military equipment use policy (adopted by ordinance) before obtaining funding, acquiring, or using military equipment.

The Department seeks City Council's approval of Policy 709 (Attached), by renewing Ordinance 2022-02 (Attached), so that the Department is authorized to continue using the equipment as specified in the Policy. The purpose of Policy 709 is to safeguard the public's welfare, safety, civil rights, and civil liberties. Policy 709 ensures that there are adequate safeguards in place for the use of such equipment, including transparency, oversight, and accountability.

Policy 709 includes an inventory of each piece of equipment identified in Government Code section 7070 that is currently owned by the City, and the current use and cost of each piece of equipment. Policy 709 also allows for other law enforcement agencies to use military equipment when assisting in Lemoore as long as the assisting agency has a similar military equipment use policy adopted by its governing body.

As required by AB 481, Policy 709 has been posted on the Department's website. If Policy 709 is re-approved, it will remain posted and publicly available on the Department's website, along with the Annual Report, for as long as the military equipment is available for use.

As a result of the approval of Policy 709, AB 481 requires the Department to annually submit a military equipment report for each approved type of military equipment to the City Council for as long as the military equipment is available for use. Additionally, the Department must make each annual report publicly available on its website for as long as the equipment is available for use. The annual report must be presented to and reviewed by the City Council at a regular meeting each year, and the City Council must determine at the annual meeting whether each type of military equipment identified in the report continues to comply with the standard of approval and determine whether to renew the ordinance approving Policy 709.

The Annual Report (will be provided at the meeting) contains a comprehensive list of each type of equipment owned by the City and contains all required information in accordance with Government Code section 7072. Future acquisition of any equipment deemed to be "military equipment" will comply with applicable funding and procurement requirements.

Financial Consideration(s):

None.

Alternatives or Pros/Cons:

Pros:

• Compliance with AB 481.

Cons:

• Failure to comply with AB 481 would result in the police department's inability to continue using the equipment as specified in Policy 709.

Commission/Board Recommendation:

Not applicable.

Staff Recommendation:

Staff recommends City Council adopt Resolution 2025-11, renewing the ordinance adopting Police Department Military Equipment Use Policy in accordance with AB 481.

Attachments:	Review:	Date:
⊠ Resolution: 2025-11		
☐ Ordinance:	□ City Attorney	03/25/2025
□ Map	□ City Clerk	03/25/2025
☐ Contract	□ City Manager	03/24/2025
Other	⊠ Finance	03/25/2025
List: Military Equipment Report 2	2024	

LPD Policy 709

RESOLUTION NO. 2025-11

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE RENEWING ORDINANCE 2022-02 AND POLICY NO. 709 OF THE LEMOORE POLICE DEPARTMENT POLICY MANUAL AUTHORIZING THE USE MILITARY EQUIPMENT IN ACCORDANCE WITH GOVERNMENT CODE SECTION 7070, ET SEQ.

WHEREAS, the City Council adopted Lemoore Police Department Policy 709 (Military Equipment Use) with the adoption of Ordinance 2022-02 on April 19, 2022; and

WHEREAS, in accordance with Government Code section 7070, et seq., enacted by AB 481, the Police Department has prepared the 2024 Annual Military Equipment Report ("Annual Report"), which is incorporated herein by reference, for review by the City Council; and

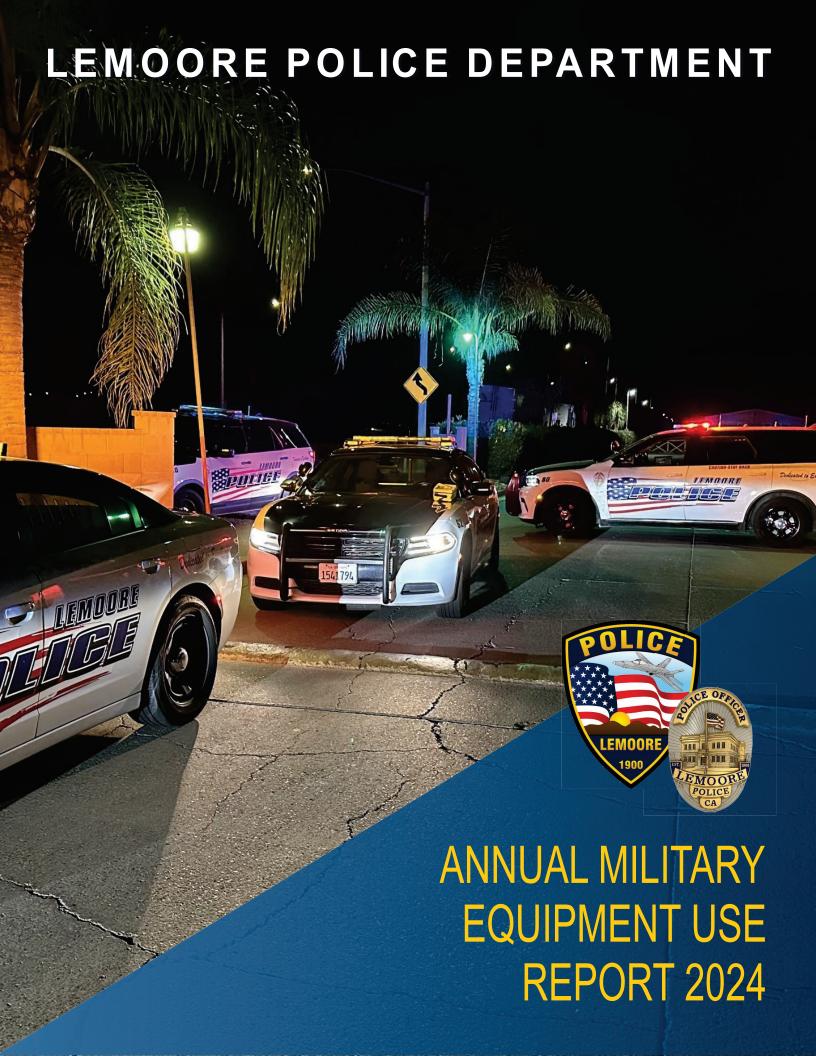
WHEREAS, at its regular meeting on April 1, 2025, the City Council duly reviewed the Annual Report, Ordinance 2022-02, and Policy 709, and reviewed the associated staff report, and considered all public input and other information pertaining to the Annual Report and the authorization to use military equipment presented at the meeting.

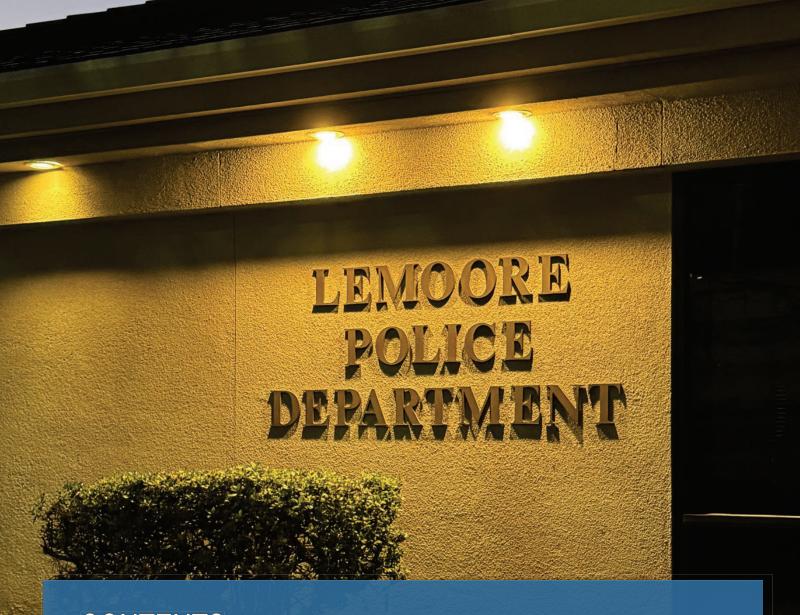
NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lemoore determines and resolves as follows:

- 1. Based on the Annual Report, the City Council determines that each type of military equipment identified in the Annual Report has complied with the applicable standards for approval as set forth in Government Code section 7071, subd. (d).
- 2. Policy 709 of the Police Department Manual and Ordinance 2022-02, which adopted Policy 709 on April 19, 2022, are hereby renewed.

PASSED AND ADOPTED by the City Council of the City of Lemoore at a regular meeting held on the 1st day of April 2025 by the following vote:

AYES:	
NOES:	
ABSENT:	
ABSTAINING:	
ATTEST:	APPROVED:
Marisa Avalos	Patricia Matthews
City Clerk	Mayor





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SUMMARY

On September 30, 2021, the Governor of the State of California approved AB-481 requiring law enforcement agencies to obtain approval of the applicable governing body, City Council, by adoption of a military equipment use policy. The Lemoore Police Department was required to seek City Council approval of their military equipment use policy by ordinance at a regular open meeting prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined. The bill allows the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards. The ordinance is subject to annual City Council review to determine whether, based on an annual military equipment report, the standards set forth in the approving ordinance have been met. The City Council may renew the authorizing ordinance, disapprove authorization for particular military equipment where standards have not been met, or require modifications to the military equipment use policy to address any non-compliance with standards.

Finally, the bill requires publication of the military equipment use policy and the annual military equipment report on the Department's website. AB-481, Section 7072 states the following: (a) A law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

INTRODUCTION

The Lemoore Police Department retains and employs a wide variety of defined military equipment to assist in safely achieving its mission statement of driving the crime rate down and improving the quality of life in the City of Lemoore. While the inventory of military equipment is varied, the mere possession of the equipment does not warrant its use for every incident. The Lemoore Police Department recognizes that critical incidents are unpredictable and can be very dynamic in nature. A variety of equipment options can greatly assist incident commanders, officers, and specific units in bringing those incidents to a swift resolution in a safe manner. The use of military equipment is restricted for use only in certain instances and in some cases only by certain units.

DEFINITIONS

This Annual Military Equipment Report outlines a summary of military equipment usage guidelines, inventory, fiscal impact, and complaints for 2024.

The following constitutes a list of qualifying equipment for the Department:

- A. Unmanned Aircraft System (UAS). An unmanned aircraft, remotely piloted, powered vehicle, along with the associated equipment necessary to control it.
 - 1. DJI INSPIRE 1V2, cost \$1200 each, quantity: 2. UAS with a single-color camera, DGI XT 336 FLIR Thermal Sensor Camera (\$6900) weighs approx. 7.5 pounds and has video recording capabilities, approx. 30 minutes of flight time. Expected life span: 3-5 years. Fiscal Impact; \$0 No longer in service as of 2024
 - 2. DJI Mini 2, cost \$750, quantity:1. UAS with single-color camera, weighs approximately 0.5 lbs, has video recording and photographing capabilities, approximately 31 minutes of flight time on a single battery charge with optimal flight conditions. Expected life span:2-3 years. Fiscal impact \$750.
 - 3. DJI Avata, cost \$1285.92, quantity:0. UAS with single-color camera, weighs approximately 410g, has video recording and photographing capabilities, approximately 18 minutes of flight time on a single battery charge with optimal flight conditions. Expected life span: 2-3 years. Fiscal impact \$0. Was not purchased until January of 2025
- B. Mobile Command Post: A vehicle used mobile office that provides shelter, access to Department computer systems, and restroom facilities during extended events.
 1. 2018, Sandstorm, toy hauler, modified to facilitate the operational control and
 - direction of public safety units. Cost: \$29,800. Expected life-span: 20 years. Fiscal Impact: \$600.
- C. High mobility multipurpose wheeled vehicle (Humvee).
 - 1. 1986, American General, Humvee, received through CalOES at no cost. Expected lifespan: 5 years. Fiscal Impact:\$600
- D. Distraction Devices (Flash-Bang).
 - 1. Combined Tactical Systems, 7290-2 Flash Bang, cost: \$52, quantity 0. A non-bursting, non-fragmenting multi bang device that produces a thunderous bang with intense bright light. Ideal for distracting dangerous suspects during hostage rescue, room entry, or other high risk situations.
 - 2. Combined Tactical Systems, 7290M Mini Flash Bang, cost: \$50, quantity 17. The 7290M Mini Flash Bang exhibits all the same attributes of its lager counterpart but in a smaller and lighter package. The 7290M is approximately 30% lighter than the 7290-2 but still has the 175db output of the 7290-M and produces 6-8 million candelas of light.
- E. Less Lethal Shotgun: Less Lethal Shotgun is used to deploy the less lethal 12-gauge Accusox Beanbag Round.
 - 1. Remington 870 Less Lethal Shotgun, cost: \$946, quantity: 8. The Remington 870 Shotgun is used to deploy the less lethal 12-gauge Accusox Beanbag round up to a distance of 75 feet. The range of the weapon system helps maintain space

between officers and a suspect reducing the immediacy of the threat which is a principle of De-escalation.

- 2. 12 gauge Accusox Beanbag Round, cost \$5, quantity: 299. A less lethal 2.4 inch, 12 gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of approximately 275 feet per second. Accusox rounds are discharged from a dedicated 12-gauge shotgun that is distinguishable by an orange butt stock and for grip. This round provides accurate and effective performance when fired from the approved distance of not fewer than 5 feet. The maximum effective range of this munition is up to 75 feet from the target.
- F. Rifles: Guns that are fired from shoulder level, having a long spirally grooved barrel intended to make bullets spin and thereby have greater accuracy over a long distance.
 - 1. Bushmaster XM-15/XM-152S. Quantity: 37. Cost: \$776 each. 11.5" barrel. Overall length 32.5". Collapsible Stock. Caliber.223 REM. Semi Automatic. 30 round magazine.
 - 2. Colt M4 Commando. Quantity: 10. Cost \$1198 each. 11.5" barrel length. Overall length 32.5". Collapsible stock. Caliber.223 REM. Semi Automatic. 30 round magazine.
 - 3. Federal.223 REM, 55 grain, Metal Case, Cost \$232.14 per 500
 - 4. Federal.223 REM 55 grain Bonded SP, Cost \$257.64 per 200

EQUIPMENT USAGE AND PURCHASES 2024

This section outlines the military equipment usage for 2024. Certain items of military equipment, particularly consumables (munitions/diversionary devices) are used throughout the year on a regular basis for training in order to maintain proficiency. This section provides data for the operational use of military equipment listed within this Annual Equipment Report as well as anticipated purchases for the 2025/2026 fiscal year budget cycle. All purchases made during 2024 were done in compliance with LPD Policy section 709.

Rifle, Training Ammunition: Federal .223 REM, 55 grain, Metal Case, Cost \$232.14 per 500

Approximately 9,000 rounds were used for Department Range Training and Qualifications, SWAT Operator Range Training and Qualification, New Officer Range Training and Qualification during intake, and Rangemaster Range training.

Total Cost: \$4,178.52

20 Cases of Federal .223 Metal Case were purchased in 2024.

Total Cost: \$4,642.80

20 Cases of Federal .223 Metal Case are budgeted for in the 24/25 FY budget cycle.

Total Cost: \$4642.80

Colt M4 Commando. Quantity: 2 purchased in 2024. Cost \$1198.00 each. 11.5" barrel length. Overall length 32.5". Collapsible stock. Caliber .223 REM. Semi Automatic. 30 Round. An additional Colt M4 Commando is budgeted for in the 24/25 FY budget cycle.

Rifle, Duty Ammunition: Federal .223 REM 55 grain Bonded SP, Cost \$257.64 per case of 200

Approximately 3,000 rounds were used for Department Range Training, ammo swap out for old or damaged duty ammunition, and issued to new Officers for their issued Department Rifle's magazines.

Total Cost: \$3,249.96

10 Cases of Federal .223 Bonded SP were purchased in 2024

Total Cost: \$2,576.40

10 Cases of Federal .223 Bonded SP are requested in the 24/25 FY budget cycle

Total Cost: \$2,576.40

Less Lethal Shotgun Duty Beanbags: 12 gauge Accusox Beanbag Round, cost \$5

Approximately 168 rounds were used for Department Range Training and Qualification. Ammo is often switched out for old or damaged duty ammunition. 3 were used during a call for service on patrol.

Total Cost: \$1,495.00

Combined Tactical Systems: 7290M Mini Flash Bang, cost: \$50

2 were used during SWAT Operator Annual Flash Bang Training. 2 were used during annual active shooter training.

12 Mini Flash Bangs were budgeted for in the 24/25 FY budget cycle

Total Cost: \$600.00

High mobility multipurpose wheeled vehicle (Humvee) deployed:

Lemoore Car Show August 03, 2024

Summer Bash July 27, 2024

Red Ribbon/National Night Out October 24, 2024

Veterans Parade November 11, 2024

Christmas Parade December 07, 2024

Total Cost: \$100.00 (Fuel)

Mobile Command Post deployed:

Lemoore Car Show August 03, 2024

Summer Bash July 27, 2024

Total Cost: \$20.00 (Fuel)

DJI Mini: Deployed

01/08/2024	Training
02/12/2024	Training
04/08/2025	Training
05/02/2024	Drone Demo
05/14/2024	Crime Scene Documentation
05/21/2024	Clearing a field for a call regarding shots heard
05/28/2024	Clearing back yard
06/03/2024	Fleeing suspect search
07/29/2024	Training
07/31/2024	Fleeing suspect search.
08/05/2024	Training
10/06/2024	Training
11/19/2024	Missing Person Search
11/22/2024	Crime Scene Documentation.
12/2/2024	Training.
12/11/2024	Missing Person Search

Total Cost: 0

DJI Inspire 1V2: This drone was not deployed in 2024 due to the batteries needing to be replaced. The cost of the batteries outweighed the cost of purchasing a new drone.

Total Cost: 0

DJI Avata: This drone was not deployed as it was not purchased until January of 2025.

Total Cost: 0

(Will reflect in 2025 ME Report) \$1285.92

COMPLAINTS OR POLICY VIOLATIONS

Pursuant to California Government Code section 7070(d)(7), members of the public may register complaints or concerns or submit questions about the use of each specific type of Military Equipment.

There were no complaints/investigations regarding the use of Military Equipment in 2024.

No violations of Policy 709- Military Equipment use, were reported or known of in 2024.

CONCLUSION

The equipment, resources, and training outlined in this report support Lemoore Police Officers' efforts to protect our communities and enhance the safety of the public and officers. Our police department firmly believes responsible use of the equipment described in this report enhance our ability to deliver the highest level of professional, efficient, and effective service when faced with incidents requiring a thoughtful law enforcement response.

The Lemoore Police Department takes pride in preserving the peace of our City and the protection of our citizens through proactive problem solving and community partnership. We will continue to serve and do all we can to increase the safety of the public.

The Annual Military Equipment Report has been added to the Lemoore Police Department's webpage.

In accordance with LPD Policy Section 709, within 30 days of submitting and publicly releasing the annual military equipment report the Lemoore Police Department will hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

2024's public meeting was held on May 10th at 0900 at the Police Department.

2025's public meeting will take place on April 11th at 0900 at the Police Department.



Lemoore Police Department

Lemoore PD Policy Manual

Military Equipment

709.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

709.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- Area denial electroshock devices, microwave weapons, water cannons, long-range acoustic devices (LRADs), acoustic hailing devices, and sound cannons.
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

709.2 POLICY

It is the policy of the Lemoore Police Department that members of this Department comply with the provisions of Government Code § 7071 with respect to military equipment.

709.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this Department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying Department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of the Lemoore Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 - 1. Publicizing the details of the meeting.
 - 2. Preparing for public questions regarding the Department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the Department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

709.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department:

- A. Unmanned Aircraft System (UAS). An unmanned aircraft, remotely piloted, powered vehicle, along with the associated equipment necessary to control it.
 - 1. DJI INSPIRE 1V2, cost \$1200 each, quantity: 2. UAS with a single-color camera, DGI XT 336 FLIR Thermal Sensor Camera (\$6900) weighs approx. 7.5 pounds and has video recording capabilities, approx. 30 minutes of flight time. Expected life span: 3-5 years. Fiscal Impact; \$0. No longer in service as of 2024
 - 2. DJI Mini 2, cost \$750, quantity:1. UAS with single-color camera, weighs approximately 0.5 lbs, has video recording and photographing capabilities, approximately 31 minutes of flight time on a single battery charge with optimal flight conditions. Expected life span: 2-3 years. Fiscal impact \$750.

3. DJI Avata, cost \$1285.92, quantity: 1. UAS with single-color camera, weighs approximately 410g, has video recording and photographing capabilities, approximately 18 minutes of flight time on a single battery charge with optimal flight conditions. Expected life span: 2-3 years. Fiscal impact \$1285.92

a. Purpose

To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:

- i. major collision investigations.
- ii. search for missing persons.
- iii. natural disaster management.
- iv. crime scene photography.
- v. SWAT, tactical or other public safety and life preservation missions.
- iv. in response to specific requests from local, state or federal fire authorities for fire response and/or prevention.

b. Authorized Use

Only assigned operators who have completed the required training shall be permitted to operate any UAS.

c. Training

All department UAS operators are licensed by the Federal Aviation Administration for UAS operation. In addition, each operator must attend a 40-hour department training and ongoing quarterly training. Use is established under Policy section 613.

d. Legal and Procedural Rules

Use is established under Department Policy section 613 and FAA Regulation 14CFR Part 107. It is the policy of the Lemoore Police Department to utilize the UAS only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

- B. Mobile Command Post: A vehicle used mobile office that provides shelter, access to Department computer systems, and restroom facilities during extended events.
 - 1. 2018, Sandstorm, toy hauler, modified to facilitate the operational control and direction of public safety units. Cost: \$29,800. Expected life-span: 20 years. Fiscal Impact: \$600.
 - a. Purpose

To be used on the specific circumstances of a given critical incident, large event, natural disaster, or community event that is taking place.

b. Authorized Use

Only Department employees trained in their deployment and operations in a manner consistent with Department Policy and training are authorized to operate the Mobile Command Post. The Mobile Command Post can be used for SWAT and other critical incidents, preplanned large events, searching for missing persons, natural disasters, and community events.

c. Training

The driver/operator shall receive training in the safe handling of the vehicle on a closed training course. Once the operator has shown competence in safe vehicle handling, the driver/operator will drive the vehicle throughout the city with an experienced driver.

d. Legal and Procedural Rules

It is the policy of the Department to use the Mobile Command Post only for official law enforcement purposes, and in accordance with California State law regarding the operation of motor vehicles.

C. High mobility multipurpose wheeled vehicle (Humvee).

1. 1986, American General, Humvee, received through CalOES at no cost. Expected lifespan: 5 years. Fiscal Impact:\$600

a. Purpose

The specific use of this vehicle is for community events and engagement. It serves no operational purposes for the enforcement of law.

b. Authorized Use

Only City or authorized VIP's may operate the Humvee in a manner consistent with Department Policy. The Humvee can be used for preplanned community events.

c. Training

The driver/operator shall received training in the safe handling of the vehicle on a closed training course. Once the operator has shown competence in safe vehicle handling, the driver will drive the vehicle throughout the city with an experienced driver.

d. Legal and Procedural Rules

It is the policy of the Department to use the Humvee only for preplanned community events in accordance with California State Law regarding the operation of motor vehicles.

- D. Distraction Devices (Flash-Bang).
 - 1. COMBINED TACTICAL SYSTEMS, 7290-2 Flash Bang, cost: \$52, quantity 0. A non-bursting, non-fragmenting multi bang device that produces a thunderous bang with intense bright light. Ideal for distracting dangerous suspects during hostage rescue, room entry, or other high risk situations.
 - 2. COMBINED TACTICAL SYSTEMS, 7290M Mini Flash Bang, cost: \$50, quantity 17. The 7290M Mini Flash Bang exhibits all the same attributes of its lager counterpart but in a smaller and lighter package. The 7290M is approximately 30% lighter than the 7290-2 but still has the 175db output of the 7290-M and produces 6-8 million candelas of light.

a. Purpose

A distraction device used to distract dangerous suspects during hostage rescue, room entry or other high risk arrest situations. To produce atmospheric over-pressure and brilliant white light and, as a result, can cause short term (6-8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.

b. Authorized Use

Diversionary Devices shall only be used:

- i, By officers who have been trained in their proper use.
- ii. In hostage and barricaded subject situations.
- iii. In high risk warrant (search/arrest) services where there may be extreme hazards to officers.
- iv. During other high risk situations where their use would enhance officer safety
- v. During training exercises

c. Lifespan

Until Used

d. Fiscal Impact

No annual maintenance

e. Training

Prior to use, officers must attend diversionary device training that is conducted by POST certified instructors.

f. Legal and Procedural

Use is established under Department Policy section 308. It is the policy of the Lemoore Police Department to utilize diversion devices only for official law enforcement purposes, pursuant to State and Federal law regarding the use of force.

E. Less Lethal Shotgun: Less Lethal Shotgun is used to deploy the less lethal 12-gauge Accusox Beanbag Round.

- 1. Remington 870 Less Lethal Shotgun, cost: \$946, quantity: 8. The Remington 870 Shotgun is used to deploy the less lethal 12-gauge Accusox Beanbag round up to a distance of 75 feet. The range of the weapon system helps maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of De-escalation.
- 2. 12 gauge Accusox Beanbag Round, cost \$5, quantity: 299. A less lethal 2.4 inch, 12 gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of approximately 275 feet per second. Accusox rounds are discharged from a dedicated 12-gauge shotgun that is distinguishable by an orange butt stock and for grip. This round provides accurate and effective performance when fired from the approved distance of not fewer than 5 feet. The maximum effective range of this munition is up to 75 feet from the target.

a. Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

b. Authorized Use

Situations for use of the less lethal weapon system may include, but is not limited to:

- i. Self-destructive, dangerous and/or combative individuals.
- ii. Riot/crowd control and civil unrest incidents.
- iii. Circumstances where a tactical advantage can be obtained.
- iv. Potentially vicious animals.
- v. Training exercises or approved demonstrations.

c. Lifespan

Remington 870: 25 years

Accusox Round: No listed expiration date

d. Fiscal Impact

Annual maintenance for each shotgun is approximately \$50

e. Training

All officers are trained in the 12 gauge less lethal shotgun as a less lethal option by in service training.

f. Legal and Procedural Rules

Use is established under Department Policy Section 392. It is the policy of the Lemoore Police Department to utilize the less lethal shotgun only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

- F. Rifles: Guns that are fired from shoulder level, having a long spirally grooved barrel intended to make bullets spin and thereby have greater accuracy over a long distance.
 - 1. Bushmaster XM-15/XM-152S. Quantity: 37. Cost: \$776 each. 11.5" barrel. Overall length 32.5". Collapsible Stock. Caliber.223 REM. Semi Automatic. 30 round magazine.
 - 2. Colt M4 Commando. Quantity: 10. Cost \$1198 each. 11.5" barrel length. Overall length 32.5". Collapsible stock. Caliber.223 REM. Semi Automatic. 30 round magazine.
 - 3. Federal.223 REM, 55 grain, Metal Case, Cost \$232.14 per 500
 - 4. Federal.223 REM 55 grain Bonded SP, Cost \$257.64 per 200

a. Purpose

To be used as precision weapons to address a threat with more a accurate and/or greater distance than a handgun, if present and feasible.

b. Authorized Use

Only members that are POST certified are authorized to use a rifle.

c. Lifespan

No Expiration

d. Fiscal Impact

Annual maintenance is approximately \$50 per rifle.

e. Training

Prior to using a rifle, officers must be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification two times per year.

f. Legal and Procedural Rules

Use is established under Department Policy section 312. It is the policy of the Lemoore Police Department to utilize rifles only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

Maintenance of Military Use Supply Levels

When stocks of military equipment have reached significantly low levels or have been exhausted, the Department may order up to 10% of stock in a calendar year without City Council approval to maintain essential availability for the Department needs. Lemoore Police Department is authorized to acquire additional stock of items listed here from other law enforcement agencies of CalOES in the event of an emergency when approved by the Chief of Police or designee.

709.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the Department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this Department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

709.6 COORDINATION WITH OTHER JURISDICTIONS

The Lemoore Police Department participates with the Central Valley Regional SWAT Team and works closely with local, county, state, and federal partners. In exigent circumstances and/or in a pre-planned high risk event (i.e SWAT deployment, arrest warrant) and with the approval of the Chief of Police or designee, "military equipment" may be deployed from outside entities to promote the safety and security of community members. "Military equipment" used by other jurisdictions that are providing mutual aid to this jurisdiction shall comply with their respective "military equipment" use policies in rendering mutual aid.

709.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the Department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in Department inventory.

709.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

Pursuant to California Government Code section 7070(d)(7), members of the public may register complaints or concerns or submit questions about the use of each specific type of Military Equipment in this policy by any of the following means:

1. In person at the Lemoore Police Department during normal office hours 8:00AM to 5:00PM, Monday to Friday.

658 Hill St. Lemoore, CA. 93245

2. Via telephone: 559-924-9574

3. Via mail sent to:

Lemoore Police Department

Lemoore PD Policy Manual

Military Equipment

Lemoore Police Department

Attn: Military Equipment Use Coordinator

658 Hill St.

Lemoore, CA. 93245

The Lemoore Police Department is committed to responding to complaints, concerns and/or questions received through any of the above methods in a timely manner.



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

Staff Report

Item No: 4-5

To: Lemoore City Council

From Steve Brandt, City Planner

Kristie Baley, Manager Analyst

Date: March 10, 2025 Meeting Date: March 18, 2025

Subject: Resolution 2025-12 - Authorizing Acceptance of Regional Early Action

Program (REAP 2.0) Funds Awarded in the Amount of \$350,000, and Authorizing a Budget Amendment for said Award Amount, and Authorizing the City Manager of the City of Lemoore to Execute Agreements between the City and Kings County Association of

Governments

Strategic Initiative:

⊠ Safe & Vibrant Community	☐ Growing & Dynamic Economy
⊠ Community & Neighborhood Livability	☐ Not Applicable

Proposed Motion:

Move to adopt Resolution 2025-12, authorizing acceptance of Regional Early Action Planning (REAP) 2.0 program funds awarded in the amount of \$350,000, authorizing a budget amendment for said award amount, and authorizing the City Manager to enter into an agreement between KCAG and City.

Summary:

The California Department of Housing and Community Development (HCD) in collaboration with the Governor's Office of Planning and Research, the Strategic Growth Council, and the California Air Resources Board established the Regional Early Action Planning (REAP) 2.0 program. The purpose of REAP 2.0 is supporting transformative planning and implementation activities such as accelerating infill and affordable housing development; reducing vehicle miles traveled; and increasing transit ridership, walking, and biking as primary modes of transportation.

REAP 2.0 was established through AB 140 (July 2021) as part of the mid-year budget revise for the State's FY 21-22 budget. Approximately \$600 million is available statewide to support transformative and innovative projects that implement a region's Sustainable Communities Strategy and help achieve goals of more housing and transportation options that reduce reliance on cars. The state allocated approximately \$2 million dollars to KCAG.

KCAG is administering funding for eligible projects throughout the region in support of transformative planning that promotes the core program objectives of REAP 2.0:

- 1) infill housing development, especially as it facilitates housing element compliance and progress for the 6th cycle of the RHNA.
- 2) reduction of Vehicle Miles Travelled (VMT), especially as it relates to implementation of KCAG's Sustainable Communities Strategy.
- 3) Affirmatively Furthering Fair Housing (AFFH)

The REAP 2.0 funds have a broader set of objectives and can be spent on both planning and capital projects.

There are three Lemoore projects that have been accepted by KCAG and HCD. Below is a summary of each. More information about each project can be found in Section II of the attached grant applications.

The <u>Infill Development Acceleration Project</u> will survey vacant and underutilized sites throughout the city to track available infill development sites. The project will pre-determine necessary infrastructure improvements (sidewalks, water and sewer lines, etc.) so that potential infill builders can be given immediate feedback on their project requirements when they contact City Community Development staff.

The <u>Future Residential Growth Study</u> will review constraints to growth in four quadrants of the community and make recommendations that can be either acted on now (like annexations) or incorporated into the upcoming General Plan Update. This Study will help give the new General Plan process a jump start. The overall intent is to remove obstacles and promote new planning ideas that will further the development of more residential growth.

The <u>Water Supply Study</u> will determine specific storage options to help the City ensure that it has an adequate water supply capacity to support future growth and development. The study will include an analysis for increasing domestic water supply coming from or near the Kings River and provide feasible options to pursue for new wells and water storage that can be utilized for groundwater recharge or for water banking in wet years.

Environmental Assessment:

None. This is not subject to CEQA.

Financial Consideration(s)

Budget Adjustment of \$350,000 is proposed. Expenditures are reimbursable.

Alternatives or Pros/Cons:
The receipt of grant funds will avoid the use of funding from the City's General Fund to prepare the studies. Alternatively, the Council could decline to accept the grant funding, in which case the studies will not be prepared.

Attachments: ⊠ Resolution: 2025-12	Review:	Date:
☐ Ordinance:	□ City Attorney	03/25/2025
☐ Map	□ City Clerk	03/25/2025
	□ City Manager	03/24/2025
⊠ Other	⊠ Finance	03/25/2025
HCD Award Letter to KCAG		
KCAG Award Letters to City		
City Project Applications to KCAG		

RESOLUTION NO. 2025-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE
AUTHORIZING ACCEPTANCE OF REGIONAL EARLY ACTION PROGRAM (REAP
2.0) FUNDS AWARDED IN THE AMOUNT OF \$350,000, AUTHORIZING A BUDGET
AMENDMENT FOR SAID AWARD AMOUNT, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE MOU AGREEMENTS BETWEEN THE CITY AND KINGS
COUNTY ASSOCIATION OF GOVERNMENTS (KCAG)

WHEREAS, the California Department of Housing and Community Development ("Department") in collaboration with the Governor's Office of Planning and Research, the Strategic Growth Council, and the California Air Resources Board established the Regional Early Action Planning (REAP) 2.0 Program; and

WHEREAS, Kings County Association of Governments ("KCAG") submitted an application to the Department in response to the REAP 2.0 Program NOFA (the "Application") and was determined to be an eligible Applicant under the REAP 2.0 Program; and

WHEREAS, KCAG was allocated approximately \$2 million dollars to administer funding for eligible projects throughout the region in support of transformative planning that promotes the core program objectives of REAP 2.0; and

WHEREAS, on August 26, 2024, KCAG developed a REAP 2.0 Local Suballocation Grant Program ("Grant Program") and issued a call for applications from its member agencies; and

WHEREAS, the GRANTEE developed and submitted REAP 2.0 Local Suballocation Grant Program Applications for City of Lemoore "Infill Accelerating Development Project", "Future Residential Growth Study", and "Water Supply Study" ("Grant Applications"); three Lemoore projects were accepted by KCAG and the Department; and

WHEREAS, on December 11, 2024, the KCAG Commission approved the REAP 2.0 Local Suballocation Grant applications and authorized the Executive Director to enter into an agreement with GRANTEE.

WHEREAS, pursuant to the Award, KCAG made a conditional allocation of REAP 2.0 Program funds to Lemoore thereon as follows:

	Amount Awarded
Infill Development Acceleration Project	\$135,000
Future Residential Growth Study	\$120,000
Water Supply Study	\$95,000
Total:	\$350,000

WHEREAS, the REAP 2.0 Program Grant Award expressly identified above will hereinafter be referred to as the "REAP 2.0 Program Award."

NOW, THEREFORE, IT IS RESOLVED, that the City is hereby authorized and directed to accept and incur an obligation for the REAP 2.0 Program Grant Award. That the City, is authorized and directed to enter into, execute, and deliver the Memorandum of Understanding ("MOU") Agreements, and any and all other documents required or deemed necessary or appropriate to secure or evidence the REAP 2.0 Program Grant Award from KCAG and to participate in the REAP 2.0 Program, and all amendments thereto (collectively, the "REAP 2.0 Program Award Documents"); and

RESOLVED FURTHER; the City acknowledges and agrees that it shall be subject to the terms and conditions specified in the MOU Agreement(s) between KCAG and the City, and that the REAP Program NOFA and the Application and Project Report will be incorporated by reference therein and made a part thereof. The City also acknowledges and agrees that any and all activities, expenditures, information, and timelines represented and described in the Applications are enforceable through the relevant MOU Agreement(s). The City also acknowledges and agrees that REAP 2.0 Program Award funds are to be expended only on the eligible uses and activities identified in the relevant MOU Agreement(s); and

RESOLVED FURTHER, the City acknowledges and agrees to make necessary budget adjustments for the award amount ("allocation"); and

RESOLVED FURTHER: That the City Manager is hereby authorized to execute the REAP 2.0 Program Award Documents on behalf of the City for itself and as Joint Applicant of KCAG.

PASSED AND ADOPTED BY THE City Council of the City of Lemoore at a Regular Meeting held on the 1st day of April, 2025 by the following vote:

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
ATTEST:	APPROVED:
Marisa Avalos City Clerk	Patricia Matthews Mayor

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES	SCO ID:			
STANDARD AGREEMENT STD 213 (Rev. 04/2020)	AGREEMENT NUMBER 22-REAP2-17549	PURCHASING AUTHORITY NUMBER (if applicable		
1. This Agreement is entered into between the Contracting Agency and the	Contractor named below:			
CONTRACTING AGENCY NAME DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT OF HOUSING AND COMMUNITY DEVELOPMENT OF THE PROPERTY O	MENT			
CONTRACTOR'S NAME Kings County Association of Governments				
2. The term of this Agreement is:				
START DATE				
Upon HCD Approval				
THROUGH END DATE				
12/31/2026				
 The maximum amount of this Agreement is: \$2,060,590.24 				
4. The parties agree to comply with the terms and conditions of the following	ng exhibits, which are by this ref	ference made a part of the Agre	eement.	
EXHIBITS TITLE			PAGES	
Exhibit A Authority, Purpose and Scope of Work Exhibit B Budget Detail and Payment Provisions Exhibit C* State of California General Terms and Conditions Exhibit D REAP2 Terms and Conditions Exhibit E Special Conditions			2 2 GTC - 04/2017 9	
TOTAL NUMBER OF PAGES ATTACHED	No. of the second secon		0 13	
Items shown with an asterisk (*), are hereby incorporated by reference as	nd made part of this agreement	as if attached hereto.		
These documents can be viewed at https://www.dgs.ca.gov/OLS/Re				
IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXEC	CUTED BY THE PARTIES H	HERETO.		
	CONTRACTOR	A 4 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		
CONTRACTOR NAME (if other than an individual, state whether a	a corporation, partnership,et	c.)		
Kings County Association of Governments				
CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP	
339 W D Street, Suite B	Lemoore	CA	93245	
PRINTED NAME OF PERSON SIGNING		TITLE		
Terri King		d bilitaria	Executive Director	
CONTRACTOR AUTHORIZED SIGNATURE				
CONTRACTOR AUTHORIZED SIGNATURE			DATE SIGNED	
/lu /ling		3-28-	3-28-23	
The state of the s	TATE OF CALIFORNIA			
CONTRACTING AGENCY NAME				
Department of Housing and Community Development				
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP	
2020 W. El Camino Ave., Suite 130	Sacramento	o CA	95833	
PRINTED NAME OF PERSON SIGNING		TITLE		
Michael White		Manager, Contra Housing and Co	Manager, Contract Services Housing and Community Development	
CONTRACTING AGENCY AUTHORIZED SIGNATURE Michael White		DATE SIGNED 4/11/2023	DATE SIGNED	

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 06/12/1981)

EXHIBIT A - AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. **Authority**

The Regional Early Action Planning Grants Program of 2021 is established for the purpose of providing regions with one-time funding, including grants for transformative planning and implementation activities. Up to six hundred million dollars (\$600,000,000) shall be distributed under the Program in accordance with Chapter 3.15 of the Health and Safety Code (Statute). Of this amount, approximately 85 percent (\$510,000,000) is available to Metropolitan Planning Organizations (MPOs). The California Department of Housing and Community Development (Department or HCD) shall administer the Program (referred to herein as the Regional Early Action Planning Grants Program of 2021, or "REAP 2.0") to MPOs and other regional entities in accordance with the Statute and Guidelines, pursuant to Health and Safety Code section 50515.10(h).

Pursuant to Health and Safety Code Section 50515.08(c)(3), an MPO or regional entity may request up to 10 percent of its available funding in advance. This Standard Agreement (Agreement) authorizes the encumbrance of the total funds available to the applicant, including advance payment, subject to all statutory requirements and all applicable provisions, including but not limited to the Guidelines, approved advance and full applications and any subsequent modifications.

The Grantee shall consult with the Department on any amendment modification or other provision related to the implementation of the Program. The Department's decisions related to the administration of the Program shall be final pursuant to Health and Safety Code section 50515.10(i).

2. **Purpose**

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. The Department has agreed to make the grant for planning and implementation activities pursuant to the Guidelines and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions of the Guidelines, advance application and full application, as well as this Agreement, subsequent amendments or modifications to this Agreement and the requirements of the authority cited above. Based on all representations made by the Grantee, the State shall encumber the full amount pursuant to the Guidelines and provide advance payment upon request and subsequent payments in accordance with Exhibit B. All terms, conditions and other relevant provisions will be subject to amendments as a result of subsequent applications and awards for remaining funds as described in Exhibit B.

3. **Definitions**

Terms herein shall have the same meaning as defined by the Guidelines and Statute.

Regional Early Action Planning Grants of 2021 (REAP 2.0)

NOFA Date: July 18, 2022

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4. Scope of Work

Grantee shall use the awarded funds in accordance with the approved scope of work as contained in the timeline and budget and related information outlined in the approved application for 10 percent advance payment and subsequent applications for total funding. The scope of work may be amended in compliance with statutory requirements subject to approval by the Department.

5. **Monitoring**

- A. The Grantee shall maintain books, records, documents, and other evidence that demonstrates the funding was used for the appropriate purposes, as described in the Statute, Guidelines, Scope of Work, approved advanced application, subsequent approved applications and all other pertinent documents. These books, records, documents and other evidence shall be available for audit and inspection by the Department at any point during the term of the Agreement and subject to any amendments to this Agreement.
- B. The Department may request additional information, as needed, to demonstrate statutory compliance, satisfaction of program requirements and necessary amendments to this Agreement, including but not limited to reporting or audit requirements, implementing advance payment(s), or award amount to the Grantee.
- C. The Department may monitor expenditures and activities of the Grantee, as the department deems necessary, to ensure compliance with statutory or Department requirements.
- D. The Department may, as it deems appropriate or necessary, request the repayment of funds from a Grantee or pursue any other remedies available to it by law for failure to comply with Program requirements pursuant to Health and Safety Code section 50515.10 (q).
- E. The Department's decision to approve or deny an application or request for funding pursuant to the program, and its determination of the amount of funding to be provided, shall be final pursuant to Health and Safety Code section 50515.10(i).
- F. Monitoring provisions may be amended and are subject to additional provisions in accordance with this Agreement or subsequent amendments.

6. **Department Contract Coordinator**

The Contract Coordinator of this Agreement for the Department is the Housing Policy Development Manager, or the Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be submitted under the penalty of perjury by email to REAP2021@hcd.ca.gov.

Regional Early Action Planning Grants of 2021 (REAP 2.0)

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EXHIBIT B - BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Application for Funds**

- A. The Department is entering into this Agreement on the basis of, and in reliance upon, facts, information, assertions and representations contained in any application or award or any subsequent modifications or additions to such thereto approved by the Department. All awarded applications for funding and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. The Grantee warrants that all information, facts, assertions and representations contained in any approved application, award or approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of an application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would affect the Department's approval, disbursement, or monitoring of the funding and the grant or activities governed by this Agreement, the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

2. Grant and Reimbursement Limit

- A. The maximum total amount encumbered to the Grantee pursuant to this Agreement shall not exceed \$2,060,590.24
- B. This Agreement authorizes an initial advance payment(s) up to 10% Award for eligible activities as described in the approved Advance Application.
- C. This Agreement authorizes advance payment and subsequent awards up to the total award amount as described in Section 2A of this Exhibit and is subject to Department approval.
- D. The Grantee shall submit and follow a schedule for the expenditure of the 10 percent advance and any subsequent award prior to disbursement of funds. The schedule is subject to Department approval and may be revised as the Department deems necessary.

3. **Grant Timelines**

- A. This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD 213 (the "Effective Date").
- B. All Grant funds must be obligated no later than June 30, 2024 and expended by June 30, 2026 pursuant to Health and Safety Code section 50515.10(e)(1).
- C. Final invoices must be submitted to the Department three months prior to the expenditure deadline. Under special circumstances, approved by the Department

Regional Early Action Planning Grants of 2021 (REAP 2.0)

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and in accordance with the expenditure deadline, the Department may modify the invoice deadline and may provide exception, including but not limited to, advance payment to carry out the terms of this Agreement.

D. It is the responsibility of the Grantee to monitor the progress and timeliness of grant fund obligations, including invoicing and reimbursements within the specified dates.

4. <u>Allowable Uses of Grant Funds</u>

- A. The Department shall not award or disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the Statute and Guidelines which includes associated forms and guidelines, approved applications and this Agreement.
- B. Grant funds shall only be used by the Grantee for project activities approved by the Department that involve planning and implementation activities in accordance with the Statute and Guidelines.
- C. Grant funds may not be used for administrative costs of persons employed by the Grantee for activities not directly related to eligible activities.
- D. The Grantee shall use no more than 5 percent of the total grant amount for costs related to administration of the project as described in the Guidelines.
- E. A Grantee that receives funds under this Program may use a subcontractor and Grantee shall be accountable to the Department to ensure subcontractor's performance of the subcontract shall comply with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.
- F. After the Agreement has been executed by the Department and all parties, approved and eligible costs for eligible activities may be reimbursed for the project(s) upon completion of deliverables or paid in advance in accordance with the scope of work and subject to the terms and conditions of this Agreement.
- G. Eligible activities that are approved by the Department may be retroactively reimbursed to July 1, 2021

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EXHIBIT D - REAP2 TERMS AND CONDITIONS

1. Accounting and Records

- A. The Grantee, its employees, contractors, and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for payment vouchers and invoices. Grantees may establish and maintain an accounting system and reports, as described above, on behalf of contractors and subcontractors.
- B. The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the budget and timeline. Separate bank accounts are not required. As appropriate, Grantees must establish separate ledgers for State General funds and other funds associated with proposed uses not provided by the REAP 2.0 Program.
- C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- D. The Grantee agrees that the Department or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement.
- E. The Grantee agrees to maintain such records for a possible audit after the final payment for at least five years after all funds have been expended or returned to the State unless a longer period of records retention is stipulated. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- F. Contractors and subcontractors employed by the Grantee and paid with moneys under the terms of this Agreement shall be responsible for maintaining accounting records as specified above.

2. **Invoicing**

- A. Grant funds cannot be disbursed until the Agreement has been fully executed.
- B. The Grantee will be responsible for compiling and submitting all invoices and reporting documents.
- C. The Grantee must bill the Department based on clear deliverables outlined in the Agreement or budget timeline. Generally, approved and eligible costs incurred for work after execution of the Agreement and completed during the grant term will be reimbursable. However, eligible activities conducted prior to award will be

Regional Early Action Planning Grants of 2021 (REAP 2.0)

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- reimbursable to July 1, 2021. Approved and eligible costs incurred prior to July 1, 2021, are ineligible.
- D. Grantees who received advance funds shall expend all such funds or demonstrate substantial progress prior to requesting additional advanced funding by submitting an updated project timeline and budget, including expenditure progress for their eligible projects from the application and any supporting documentation.
- E. Project invoices may be submitted to the Department by the Grantee on a quarterly basis or upon completion of a deliverable, subject to the Department's approval.
- F. The Department may consider advance payments or alternative arrangements to reimbursement and payment methods based on demonstrated need. The Department may consider factors such as available funds for eligible activities. Suballocations must request funds in increments, schedule for advance payments or other form approved by the Department, and report progress according to an implementation and expenditure timetable.
- G. Supporting documentation may include, but is not limited to, purchase orders, receipts, progress payments, subcontractor invoices, timecards, reports, or any other documentation as deemed necessary by the Department to support the reimbursement to the Grantee for expenditures incurred.
- H. Invoices must be accompanied by supporting documentation where appropriate. Invoices without supporting documentation will not be paid. The Department may withhold up to 10 percent of the grant until grant terms have been fulfilled, including all required reporting.

3. **Audits**

- A. At any time during the term of the Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the award. At the Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The Department has the right to review project documents and conduct audits during project implementation and over the project life.
- B. The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.
- C. The Grantee agrees to provide the Department, or the Department's designee, with any relevant information requested.
- D. The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other

Regional Early Action Planning Grants of 2021 (REAP 2.0)

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material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, REAP 2.0 Guidelines, and the Agreement.

- E. The Department may request additional information, as needed, to meet other applicable audit requirements.
- F. The Department may monitor expenditures and activities of a Grantee or its designees, contractors or subcontractors, as the Department deems necessary, to ensure compliance with REAP requirements.
- G. Grantees using federal or state transportation planning funds administered through the Overall Work Program (OWP) shall clearly identify the source of funds.
- H. If there are audit findings, the Grantee must submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.
- I. The Grantee agrees to maintain such records for possible audit after the final payment for at least five years after all funds have been expended or returned to the State unless a longer period of records retention is stipulated. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- J. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee and its designees, contractors, and sub-contractors until completion of the action and resolution of all issues which arise from it. In any contract that it enters into in an amount exceeding \$10,000, the Grantee shall include the Department's right to audit the contractor's records and interview their employees.
- K. The Grantee shall comply with and be aware of the requirements and penalties for violations of fraud and for obstruction of investigation as set forth in California Public Contracts Code Section 10115.10.

4. Remedies and Non-performance

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute, not subject to appeal.
- B. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Agreement.

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- C. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the Grantee to resume work under the Agreement.
- D. The Department has the right to terminate the Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the Grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee will submit any requested documents to the Department within 30 days of the early termination notice.
- E. The applicant must demonstrate a clear and significant nexus to REAP 2.0 Program goals and objectives and must carry out provisions to meet the Program goals and objectives and other requirements, including, but not limited to, adoption or completion of activities toward Policy Outcomes and implementation of eligible use activities funded through a suballocation process. Any lack of action or action inconsistent with REAP 2.0 requirements may result in review and could be subject to repayment of the grant.
- F. At any time, if the Department finds the Grantee included false information in the advance or final application or as part of the application review, the Department may require the repayment of funds.
- G. Grantees are responsible for suballocations meeting all REAP 2.0 requirements.
- H. Examples of a breach of this Agreement:
 - 1. Grantee's failure to comply with any term or condition of this Agreement.
 - 2. Use of, or permitting the use of, grant funds provided under this Agreement for any ineligible costs or for any activity not specified and approved under this Agreement.
 - 3. Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager in writing.
- I. The Department may, as it deems appropriate or necessary, require the repayment of funds from a Grantee, or pursue any other remedies available to it by law for failure to comply with all REAP 2.0 Program requirements.
- J. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise a variety of remedies, including but not limited to:
 - 1. Revoke existing REAP 2.0 award(s) to the Grantee;

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- 2. Require the return of unexpended REAP 2.0 funds disbursed under this Agreement;
- 3. Require repayment of REAP 2.0 Funds disbursed and expended under this Agreement;
- 4. Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the REAP 2.0 Program requirements; and
- 5. Other remedies available at law, by and through this Agreement. All remedies available to the Department are cumulative and not exclusive.
- 6. The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.
- K. The Grantee may be subject to amendment of this section as a result of subsequent applications and awards.

5. **Reporting**

- A. At any time during the term of the Agreement, the Department may request a performance report that demonstrates satisfaction of all requirements identified in the Agreement with emphasis on eligible activities, eligible uses, and expenditures according to timelines and budgets referenced in the Agreement.
- B. Grantees shall submit a report, in the form and manner prescribed by the Department, to be made publicly available on its website, by April 1 of the year following the receipt of those funds, and annually thereafter until those funds are expended, that contains the following information:
 - 1. The status of the Proposed Uses and expenditures listed in the Grantee's advance and full applications for funding and progress of each Proposed Use toward all the objectives of the REAP 2.0 program as provided in the Guidelines and explained in the applications.
 - 2. An explanation and quantification, where appropriate, of the progress achieved toward all of the objectives of the REAP 2.0 program, barriers and solutions for each Proposed Use that is consistent with and incorporates the metrics in the full application, including, but not limited to:
 - i. Housing units accelerated,
 - ii. Reductions in Vehicle Miles Traveled Per Capita,
 - iii. Location of investment,
 - iv. Socioeconomic statistics about the impacted geography, and
 - v. Regional impact explanation

The report must identify whether Proposed Uses overlap with other programs that share the same objectives as REAP 2.0. The Grantee should also identify

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any measurement challenges that persist and highlight any administrative barriers that prevent it from obtaining the information it needs to perform better analysis of progress made achieving REAP 2.0 Objectives and make adjustments to the extent possible in subsequent reporting years.

- 3. All status and impact reports shall be categorized based on the eligible uses specified in Section 50515.08 of the Statute.
- C. Grantees shall post, make available, and update, as appropriate on its internet website, land use maps and Vehicle Miles Traveled generation maps produced in the development of its adopted SCS, as applicable.
- D. Grantees shall collaborate and share progress, templates, and best practices with the Department and fellow recipients in implementation of funds. To the greatest extent practicable, Grantees shall coordinate with other Eligible Entities in the development of applications, consider potential for joint activities, and seek to coordinate Housing and transportation planning across regions.
- E. Upon completion of all deliverables within the Agreement, the Grantee shall submit a close out report in a manner and form prescribed by the Department.
 - 1. Grantee may include a line item for advance payment or reimbursement, as part of its administrative costs, for its final report that is due by June 30, 2026. Funding requests for final reports must be submitted no later than March 31, 2026.

6. **Indemnification**

Neither the Department nor any officer, employee or designee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted by the Grantee, its officers, employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Agreement, Guidelines or Statute. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless the Department and all of the Department's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, contractors, sub-recipients, or subcontractors under this Agreement, Guidelines or Statute.

7. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

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8. Relationship of Parties

It is expressly understood that this Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

9. **Third Party Contracts**

- A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.
- B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement and shall be applicable to the Grantee's subrecipients, contractors, and subcontractors. Copies of all agreements with subrecipients, contractors, and subcontractors shall be submitted to the Department's program manager.
- C. The Department does not have a contractual relationship with the Grantee's subrecipients, contractors, or subcontractors, and the Grantee shall be fully responsible for monitoring and enforcement of those agreements and all work performed thereunder.

10. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

- A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.
- B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.
- C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the REAP 2.0 Program.

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- D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the REAP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

11. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or legal action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or legal action consistent with the terms of this Agreement and the interests of the Department.

12. Changes in Terms/Amendments

- A. The Grantee may be subject to amendments to this section as a result of subsequent applications and awards.
- B. This Agreement may only be amended or modified by mutual written agreement of both parties.

13. **State-Owned Data**

A. Definitions

1. Work:

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

2. Work Product:

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and deliverables conceived or made or, hereafter

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conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after the termination thereof, which relates to the Work commissioned or performed under this Agreement, are considered Work Product. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

B. Sharing of Work Product and Rights

All Work Product shall be shared with the Department and its partners for various purposes, including education, outreach, transparency and future learning.

14. **Special Conditions**

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

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339 W. D Street, Suite B Lemoore, CA 93245 Tel. (559) 852-2654 Fax (559) 924-5632 www.kingscog.org

Member Agencies: Cities of Avenal, Corcoran, Hanford and Lemoore, County of Kings

February 27, 2025

Marissa Trejo, City Manager City of Lemoore 711 W. Cinnamon Drive Lemoore. CA 93245

RE: Memorandum of Understanding for the REAP 2.0 KCAG Local Suballocation Grant

Program MOU

Dear Marissa Trejo:

The Kings County Association of Governments (KCAG) is pleased to provide you with the Memorandum of Understanding (MOU) for development of the City's project for the Regional Action Planning Program (REAP 2.0) Local Suballocation Grant Program.

Provided for your review is the enclosed final MOU, including the attachments for the Notice of Funding Availability and Final Guidelines - Metropolitan Planning Organization Allocation Regional Early Action Planning Grant; State Department of Housing and Community Development signed Standard Agreement No. 22-REAP2-17549 between KCAG and the State Department of Housing and Community Development; and REAP 2.0 Local Suballocation Grant Program application for a "City of Lemoore Infill Development Accelerating Project". Following your review and approval of the MOU, KCAG will provide you with two copies of the final MOU for your signature.

If you should have any questions, please feel free to contact Terri King at terri.king@co.kings.ca.us or (559) 852-2678.

Sincerely,

KINGS COUNTY ASSOCIATION OF GOVERNMENTS

Terri King, Executive Director

Teui King

Regional Early Action Planning Grants Program – 2021 REAP 2.0 Local Suballocation Grant Program



APPLICATION

August 26, 2024

APPLICATIONS ARE DUE BY 5:00 PM ON:

October 25, 2024

PLEASE SUBMIT 1 ELECTRONIC COPY (PDF) OF THE APPLICATION TO:

Terri King
KCAG Executive Director
Terri.King@co.kings.ca.us

Project Title: Infill Development Accelerating Project

Section I - Applicant Information
Implementing Agency/Organization: City of Lemoore
Agency/Organization Address: 711 W Cinnamon Drive
Contact Name/Title: Kristie Baley, Management Analyst
Contact Phone: (559) 924-6744 Contact Email: kbaley@lemoore.com
If this is a joint application, please list co-applicants: No.
If your agency is submitting multiple applications, please prioritize them below. (Example: 1 of 3) 1. Future Residential Growth Study 2. Infill Development Accelerating Project 3. Water Supply Study
Eligibility Indicator
This application is submitted by: (select one)
✓ Local Government
Regional Government
☐ Housing Authority
☐ School District
☐ Special District
☐ Community-Based Organization
☐ Tribal Entity
Eligibility Category
This application is submitted for a project in the following category: (select one or more)
Accelerating Infill Development
Realizing Multimodal Communities
☐ Shifting Travel Behavior through Reducing Driving
☐ Increasing Transit Ridership

<u>Funding</u>		
Total Cost of project: \$ 135,000		
Amount of REAP 2.0 funds requested for project:	\$ 135,000	
Will other sources of funding be used to help delive	er the project?	Yes 🗌 No 🌠
If yes, identify the source and amount of funds from	n other sources co	mpared to project total:
Source:	\$	%
Source:	\$	%
Source:	\$	%
Is the applicant willing to receive a partial awarequested)? Yes ✓ No ☐ If yes, what is the minimum amount of funding that		·
Section II – Project Information		
Project Title: Infill Development Accelerat	ing Project	
Project Category		
☐ Capital Project		
☐ Pre-construction for a Capital Project		
✓ Planning or Study		
☐ Program		
☑ Other, please describe project category		

An "on ground survey' will be conducted to list vacant and under utilized sites throughout the City. At least two community outreach meetings will be held to engage the community and accept input, and a housing needs survey will be posted to the City website. A database will be created to track infill lot availability which will include key development criteria for each specific lot. The database will be updated annually thereafter by City staff at the City's expense.

<u>Project Description</u>: Provide a description of the proposed project, e.g., develop bikeway plan; contribution to affordable housing development; construct new sidewalks; construct bicycle path; etc.

Infill Database will be created and utilized to expedite responses to developer inquiries, preliminary site plan review, and other processes. This information will be made readily available to developers upon request. The process will include the following:

- 1. An "on the ground survey" will be conducted to develop a list of vacant and underutilized sites, including non-residential sites that could be converted to residential use.
- 2. Estimate the density of residential development that could be constructed on the sites.
- 3. Determine what improvements need to be made to accommodate the infill development, including sidewalks, curb/gutter, water and sewer infrastructure, dry utility infrastructure, and site cleanup.
- 4. Identify infill sites that are within walking distance of services, jobs, schools, and transit.
- 5. Identify sites that would be preferred sites for affordable housing projects.

<u>Project Deliverable</u>: Provide a description of the final deliverable, e.g., Class I bikeway, affordable housing program, plan, etc.

Zoning and Ordinance changes made in response to the data collected.

An infill property database that will include information specific to each site, which is crucial for developers during the initial stage of a project. This is expected to accelerate infill housing development considerably.

<u>Project Location</u>: Provide a description of the general location(s) of the proposed project, e.g., the intersection of Main Street and 1st Street. A project map may be attached.

The location of the project will be the entire area within the city limits of Lemoore. All areas will be surveyed for potential infill growth. It is expected that the highest potential growth area will be in the middle of the city in and around downtown because of the higher number of vacant lots and the traditionally designed neighborhoods with alleys that make it easier to access rear yards and construct ADUs.

Section III - Project Scope of Work and Budget

Attach a project scope of work and budget. The scope of work should include all project phases, the responsible party, and a timeline. The budget should include estimated costs associated with each project phase. The two documents may be combined as one.

If the project includes phases or activities outside of the requested funds, the scope of work and budget should be specific to the work associated with the REAP 2.0 funds. For example, if the requested funds are for engineering and environmental work for a project that will be constructed later with other funds, the scope of work and budget should be limited to the engineering and environmental work.

Section IV - REAP 2.0 Compatibility Criteria

Provide a response for each of the following prompts applicable to the project. Some prompts may not apply to all projects and some prompts require a response, if noted. Please refer to the <u>REAP 2.0 Guidelines</u> for clarification on any compatibility criterion. Individual responses shall be no longer than one page, not including any attachments.

Vehicle Miles Traveled (VMT) Reduction Benefit (Response Required)

In the following prompts discuss how the project reduces VMT. For housing projects, in addition to any narrative, use the SB 743 screening maps and note the color code applicable to the project

(Green = >15% VMT reduction, Yellow = 0-15% VMT reduction, Red = no VMT reduction). For plans, studies, or pre-construction activity projects, describe the VMT reduction benefit of the larger project that this project serves as an interim step. Quantitative methods for assessing VMT impact should be employed to the greatest extent possible. See <u>REAP 2.0 Guidelines</u>, pages 18-19, (3), for additional information.

Explain how the proposed use promotes development and aligns housing production in infill locations consistent with the state's climate targets and goals discussed in the <u>California Climate Change Scoping Plan</u>.

There are several benefits of the infill acceleration project that are aligned with the California Climate Scoping Plan. They include:

- 1. Reducing Vehicle Miles Traveled (VMT) and GHG Emissions
- 2. Maximizing Existing Infrastructure
- 3. Promoting Mixed-Use Development
- 4. Reducing Energy Consumption
- 5. Fostering Equity and Environmental Justice
- 6. Addressing Underserved Communities
- 7. Encouraging Localized Economic Activity
- 8. Preserving Agricultural and Natural Lands
- 9. Integrating Policy Goals with Local Land Use Planning

Explain how the project is consistent with <u>KCAG's 2022 Regional Transportation Plan / Sustainable Communities Strategy (RTP/SCS)</u> through land use and transportation planning, policies, and investment strategies and what performance indicators best align with your project and how.

Here is how the infill acceleration project aligns with the goals of the KCAG RTP:

- 1. Promoting Compact and Efficient Land Use. The KCAG RTP emphasizes compact, efficient, and coordinated land use patterns to reduce sprawl and optimize existing infrastructure. An infill acceleration strategy focuses on developing underutilized urban areas in Lemoore, encouraging higher-density housing and mixed-use developments within the city's boundaries. This reduces the need for infrastructure expansion and preserves agricultural and natural lands.
- Supporting Multimodal Transportation Options. The RTP seeks to enhance multimodal transportation options, including transit, biking, and walking, to reduce vehicle dependency. Locating new housing and development near transit hubs and within walking distance of services encourages the use of public transportation, biking, and walking. This complements the RTP's vision of creating sustainable, multimodal connectivity throughout Kings County.
 Reducing Greenhouse Gas Emissions. The RTP is guided by California's climate policies, such as SB 375, which calls for GHG reductions through sustainable
- 3. Reducing Greenhouse Gas Emissions. The RTP is guided by California's climate policies, such as SB 375, which calls for GHG reductions through sustainable transportation and land use planning. By concentrating development in central locations, an infill strategy minimizes vehicle miles traveled (VMT), directly reducing emissions. It also supports electrification and other low-carbon transportation initiatives outlined in the RTP.
- 4. Preserving Agricultural and Open Spaces. Protecting Kings County's agricultural heritage and open spaces is a key RTP priority. Infill development reduces urban encroachment on farmland by concentrating growth within Lemoore's urbanized areas. This aligns with the RTP's emphasis on preserving rural landscapes and supporting the county's agricultural economy.
- 5. Enhancing Infrastructure Efficiency. The RTP emphasizes the importance of maintaining and upgrading existing infrastructure over expanding new systems. Accelerating infill development leverages existing water, sewer, and transportation infrastructure in Lemoore. This reduces costs and minimizes environmental impacts, supporting the RTP's infrastructure efficiency goals.
- 6. Promoting Equity and Accessibility. The RTP prioritizes equitable access to housing, transportation, and public services for all residents, particularly underserved communities. By focusing on infill development, the strategy encourages affordable housing projects and improved access to services in existing neighborhoods. This creates more equitable opportunities for Lemoore residents to benefit from regional growth.
- 7. Increasing Resilience to Climate Change. The RTP integrates climate adaptation strategies to prepare for rising temperatures, droughts, and extreme weather events. Infill projects in Lemoore can incorporate green infrastructure, energy-efficient buildings, and sustainable design practices. These measures align with the RTP's resilience goals by reducing heat islands, managing stormwater, and promoting water-efficient landscaping.

 8. Improving Regional Connectivity. The RTP seeks to strengthen connectivity within Kings County and to neighboring regions through coordinated planning.
- 8. Improving Regional Connectivity. The RTP seeks to strengthen connectivity within Kings County and to neighboring regions through coordinated planning. Concentrating growth in Lemoore's urban core supports efficient regional transportation networks, improving access to jobs, schools, and amenities while aligning with countywide planning efforts.
- 9. Supporting Economic Development. The RTP emphasizes economic growth through well-coordinated transportation and land use. Infill development creates opportunities for mixed-use projects that stimulate local businesses and generate jobs. By fostering walkable, vibrant communities, the strategy enhances economic vitality in Lemoore while meeting regional growth needs.

Explain how the project supports new housing development and shifts travel away from driving by implementing or supporting pedestrian, bicycle, transit, and other alternative transportation programs.

Infill housing shifts travel away from driving by fostering dense, mixed-use communities that provide access to a range of transportation options and place essential services within close proximity to residents. These developments are often located in urbanized areas where grocery stores, schools, parks, healthcare facilities, and job centers are nearby, enabling people to walk or bike to these destinations rather than rely on cars. Many infill projects incorporate mixed-use designs, combining residential units with commercial spaces, so people can live, work, and shop in the same area. Infill housing often promotes reduced car dependency by catering to those who prefer car-free or low-car lifestyles. Limited parking availability in many infill projects further incentivizes residents to use public transit, carpool, or participate in car-sharing services. Financially, this can be appealing, as the costs of transit or active transportation are significantly lower than car ownership and maintenance. The dense and compact nature of infill housing shortens travel distances, making it easier to opt for walking, biking, or public transit for daily needs. This design promotes a cultural shift where sustainable travel modes become the norm, reducing reliance on personal vehicles. By clustering housing near jobs, services, and amenities, infill development reduces the need for long-distance commuting and lowers VMT. It often attracts residents who align with sustainable lifestyles and are more likely to choose alternatives to driving. Over time, this shift in travel patterns helps decrease greenhouse gas emissions and contributes to more sustainable urban growth. Infill housing thus reshapes how communities function, making walking, biking, and transit the primary modes of transportation.

Affirmatively Furthering Fair Housing (AFFH) (Response Required)

Review California <u>Tax Credit Allocation Committee Opportunity Maps</u> and note resource zone of the project (e.g., Highest Resource, High Resource, etc.). Additional narrative describing how the project satisfies AFFH is required.

Explain how the project combats discrimination, overcomes patterns of segregation, and fosters equitable and inclusive communities.

This project will encompass a mix of Highest Resource, High Resource, and Moderate Resource zones. Lemoore does not have any areas that the meet definition for High-Poverty & Segregated.

Infill development aligns with Federal and State anti-discrimination laws and policies, such as the Fair Housing Act and the Affirmatively Furthering Fair Housing mandate. These frameworks guide projects to proactively combat segregation and promote integration by creating diverse, inclusive communities. Infill projects are typically located in areas with established infrastructure, such as transit systems, schools, healthcare facilities, and employment hubs. By encouraging and advocating for affordable and diverse housing near these resources, these projects ensure that underserved communities have equitable access to the opportunities needed to thrive. Infill developments are frequently designed to integrate various types of housing, such as rental apartments, owner-occupied units, and co-housing. This mix supports residents from different backgrounds and income levels, fostering diversity and inclusion. The mixed-use nature of infill projects—blending residential, commercial, and recreational spaces—further enhances community interaction and integration.

Explain how the project includes meaningful actions to address disparities in housing needs and in access to opportunity, replace segregated living patterns with balanced living patterns, and transform racially and ethnically concentrated areas of poverty into areas of opportunity.

Infill housing addresses disparities in housing needs by creating affordable housing options that have existing infrastructure and access to transit, schools, and jobs. By integrating diverse housing types in mixed-use developments, infill housing can foster balanced living patterns across different income levels, helping to replace segregated communities. Infill housing means more potential customers, so it can also revitalize underserved areas by bringing investment, jobs, and amenities, creating areas of opportunity that provide better access to education, healthcare, and employment, especially for historically marginalized populations.

Explain how the project supports regional and local efforts to work toward ensuring all people have full and equal access to opportunities enabling them to lead healthy lives.

Identifying infrastructure needs will promote cost effective development opportunities and decrease review costs making development more affordable overall. Infill housing promotes equal access to opportunities by situating affordable housing in areas with existing infrastructure, such as schools, healthcare, and transportation. This reduces transportation barriers, promotes walkability, and improves access to job centers. By integrating housing with community amenities and offering diverse, affordable options, infill projects help ensure that all individuals, particularly those from marginalized backgrounds, can access the resources necessary for healthy lives, such as education, healthcare, and employment opportunities, leading to more equitable, sustainable communities

Explain how the project enhances housing mobility strategies that remove barriers to housing, housing-supportive infrastructure, increased transportation options, and affordability in areas of high opportunity and outside areas of concentrated poverty; or: Explain how the project improves place-based strategies to encourage community revitalization; or: Explain how the project protects existing residents from displacement and preserves housing choices and affordability in areas of lower- or moderate-opportunity and concentrated poverty.

An infill housing strategy enhances place-based approaches by revitalizing underutilized urban areas, boosting local economies, and addressing housing shortages. By focusing on more dense, mixed-use development in areas with existing infrastructure, it encourages community growth, improves access to services, and attracts investment. Infill housing fosters social integration by providing affordable housing opportunities in central locations, helping to reduce spatial segregation and improve access to jobs, education, and healthcare. This strategy aligns with broader efforts to create more sustainable, equitable, and resilient communities.

Accelerating Infill Development (Response Required)

In the following prompts describe how the project accelerates infill development that facilitates housing supply, choice, and affordability. (See <u>REAP 2.0 Guidelines</u>, Attachment 2, Definition #14, Pg. 39).

Explain how the project accelerates infill development near jobs and other key destinations, supports housing choice and affordability, and effectively reduces VMT and greenhouse emissions.

The project intends to move Lemoore from simply supporting infill housing development to a place where the City is advocating and promoting infill housing. Being able to provide infrastructure information for infill development is key.

It is the City's intent for this project to create an infill lot database. The program will include a log of all infill lots within the City limits, identify the lots that are within walking distance to jobs and services, and or transit stops so that we can identify those that would best fit affordable housing, and assess infrastructure needs for each infill lot such as water, sewer, curb and gutter, and dry utilities so that the information can be passed on to developers quickly thereby expediting processes which should make infill lot development more attractive and accelerate affordable residential development.

The Water Supply Study, applied for separately, will be utilized in implementing the Infill Lot database.

How does the project support affordable housing development programs – which may involve predevelopment costs (studies, land acquisition, entitlements, etc.) – that accelerate the supply of long-term affordable housing for lower and moderate-income households?

Creating new ways to accelerate housing development, like the Infill Accelerating Project, will in turn lower development costs thereby making affordable and moderate-income housing in Lemoore more attractive to developers. The project will identify infrastructure needs for individual infill properties throughout Lemoore to assist in the development process such as multi-modal circulation improvements—such as sidewalks, bike lanes, and transit and utilities such as underground power, water, and sewer. A database will be created with information that will identify specific needs and solutions to expedite entitlement processes required for infill lots throughout the City. The database will also identify cultural information or requirements that are known to be necessary for development. The project is a proactive approach to infill housing development in that the City of Lemoore. The City will also be able utilize the information to seek funding for specific infill infrastructure needs and or be better prepared for and or seek out affordable housing development. The project will assist in ensuring that infill development can be built as cost-efficiently as possible, thereby reducing housing construction costs, especially for lower and moderate-income housing.

If the project is at an infill site, explain any affordability components that serve low- and moderate-income households.

The Infill Accelerating Project will identify housing opportunities for infill lots throughout the City's urbanized areas where infrastructure needs are diverse. The project will expedite services and accelerate affordable and high density infill housing development by providing information that would otherwise have to be identified during the site selection process. The City can also utilize the information to apply for infrastructure project funding in the future and or prepare for funding associated with affordable housing projects that will increase the likelihood for affordable housing development. Development costs decrease considerably when City infrastructure is already planned for and or available. Proactive planning will allow the urbanized areas of Lemoore to grow in a more compact, diverse, multi-modal,and efficient pattern. Community outreach will address the concerns of existing residents who might otherwise demand that development around them be built at much lower densities. The project will increase the potential for rezoning to increase a mix of uses in urbanized areas that will accommodate higher density infill development and affordable housing in Lemoore.

ls the project located in a federal	ly recognized Opp	ortunity Zone as	defined by the U.S.
Department of Transportation?	Yes 🗌 No 🗹		

Housing Element Compliance

Explain how your proposed project is supporting compliance with your jurisdiction's Housing Element for the sixth cycle of the Regional Housing Needs Assessment (RHNA).

The Infill Housing Project will allow the City to identify areas in which development will best serve Housing Plan Goals and Programs. The project supports compliance with the the sixth cycle RHNA in the areas shown below.

Policy 2.3. Ensure the adequate provision of water, sewer, roads, public facilities, and other infrastructure necessary to serve new housing.

Housing Programs 4.16 Adequate Infrastructure for Affordable Housing

Objective: Establish a database to identify affordable housing opportunities and provide infrastructure information for housing projects.

Transformative Planning and Implementation Activities

Describe how the project satisfies the transformative planning and implementation activity definition. (See <u>REAP 2.0 Guidelines</u>, Attachment 2, Definition #28, Pg. 4; e.g., provides for housing, planning, or infrastructure investments supporting infill housing, and other actions that enable meeting housing goals that also result in per capita vehicle miles traveled reductions, including accelerating infill development, supporting residents through realizing multimodal communities, shifting travel behavior through reducing driving, and increasing transit ridership).

Identifying housing and infrastructure needs and creating a database are the first steps in accelerating infill development and assisting in facilitating housing supply, choice and affordability. Increased infill development will encourage shifts in travel behavior by connecting pedestrian pathways and in many cases increasing the number of transit stops available.

Public Outreach

Describe completed public outreach that supports the project. Specify if public outreach is specific to the project or was conducted for a plan from which the project resulted. Particular focus should be on the methods and success of engagement with disadvantaged populations. Explain how the proposed project arose from or went through a public process to solicit community input; or if this is a planning project, explain how the scope of work includes a public outreach process.

Public outreach has not been conducted for this project but it is included in the scope of work. The results of a housing study conducted in 2023 showed that residents feel there is a need for affordable housing (single family, multi-family, and senior). The project will include a minimum of two community outreach meetings to engage with the public and a housing and circulation needs survey will be posted to the City website. The City will keep this in mind that there is interest in having a pedestrian overcrossing to reconnect the neighborhoods on each side of the SR 198, allowing kids to walk to school again when communicating with residents. All public outreach efforts will be specific infill development and creating opportunities for affordable housing by identifying infrastructure and other needs in Lemoore such as transit options for access to jobs, schools, and healthcare. This community outreach information will be shared with site selectors and developers and can be included in grant applications to fulfill scoring requirements thereby increasing affordable housing development opportunities.

Benefit to Disadvantaged Populations

Describe how the project benefits or does not benefit disadvantaged populations and historically underserved communities. REAP 2.0 relies on SB 535 disadvantaged population indicators. Applicants may use a method in addition to SB 535 so long as it is adequately described. (See OEHHA Disadvantaged Communities Map).

The City of Lemoore is not considered a disadvantaged population based on the SB 535 definition. It is believed that the retired Navy personnel from Naval Air Station Lemoore now reside in Lemoore and bring in a higher than typical income, keeping Lemoore from having a disadvantaged status. Although they may not be traditionally considered "underserved," the project will identify infill areas that lack direct access to most services like water and sewer. The project hopes to create a plan for infill development that will also benefit existing residents who may otherwise lack access to efficient transit modes and utilities due to leap frog type development.

Significant Beneficial Impacts

In the following prompt, describe how the project leads to substantial changes in land use patterns and travel behaviors. (See <u>REAP 2.0 Guidelines</u>, page 8, (A)(2) for more information). Metrics should be included when demonstrating Significant Beneficial Impact. Variables or targets may include, but are not limited to, benefiting household by income group; meeting and exceeding the housing production goals of the RHNA; the number of housing units anticipated and achieved (new construction, preservation/ conservation, and rehabilitation); density; infrastructure; infrastructure capacity and accessibility; community amenities; investments; Vehicle Miles Traveled reduction goals; regional and local equity policies; and GHG reduction goals.

- 1. Explain how the project leads to substantial changes in land use patterns and travel behaviors, demonstrated by:
 - A rate of change compared to the baseline, or
 - The magnitude of impact relative to variables or targets; or
 - The proportion of need achieved; or
 - The impact relative to past trends, policies, and practices; or a significant regionwide benefit that is not small in scope. Project contributes to spreading REAP 2.0 projects throughout the region to ensure a regionwide benefit.

The project is meant to identify barriers to development in a focused manner. It is believed that without this focused attention on potential barriers to housing development, new housing growth will be delayed and/or the new housing that does occur will not be well-connected to multi-modal transit options for access to jobs, schools, and healthcare,

The Growth Study, applied for separately, will be utilized in implementing the Infill Lot database.

Project Risk Assessment

Describe risks associated with delivering the project according to the provided scope of work and budget. In addition, describe any risk mitigation methods that will be employed to ensure timely delivery of the project.

The City is confident that this study will be complete within the timeline provided and does not foresee any risk. However, it is important to recognize that any public outreach effort involves a degree of unpredictability, as it relies on the engagement and perspectives of diverse community members. Achieving consensus on complex issues, such as new housing development, can be particularly challenging due to varying viewpoints and priorities within the community. For those who may be averse to new housing developments, the City plans to address their concerns through a proactive approach. This strategy involves identifying potential challenges and proposing solutions at a broader scale well before specific development projects are proposed. By focusing on overarching solutions, such as infrastructure improvements, traffic mitigation, and environmental considerations, the City aims to alleviate concerns and build trust among residents. This comprehensive planning process will be integrated into the new General Plan, ensuring that any agreements or compromises reached during the public outreach phase are reflected in future policies. By prioritizing transparency, collaboration, and proactive problem-solving, the City hopes to balance the need for new housing with the community's interests and values.

California's Planning Priorities

In the following prompts describe how the project meets or does not meet the State's planning priorities. Refer to Government Code Section 65041.1.

 Explain how the project supports promotion of infill development and equity by rehabilitating, maintaining, and improving existing infrastructure that supports infill development and appropriate reuse and redevelopment of previously developed, underutilized land that is presently served by transit, streets, water, sewer, and other essential services, particularly in underserved areas, and preserves cultural and historic resources.

The database will assist the City in accomplishing its goal to ensure there is adequate infrastructure necessary to serve new housing and other development. The project will ensure that circulation elements are ready to support increased density associated with infill development. It identifies and prioritizes properties that are already equipped with infrastructure, making it easier and more cost-effective for infill development. Improvements to circulation can create opportunities for affordable housing, better transit options, and access to jobs, schools, and healthcare. The database will identify those areas that require infrastructure improvements and will be an important component in promoting affordable housing opportunities, supporting economic mobility and help prevent displacement by ensuring that existing residents can benefit from development efforts. The project will help maintain the unique identity of neighborhoods while encouraging diverse types of housing development.

2. Explain how the project supports protection of environmental and agricultural resources by protecting, preserving, and enhancing the state's most valuable natural resources, including working landscapes such as farm, range, and forest lands; natural lands such as wetlands, watersheds, wildlife habitats, and other wildlands; recreation lands such as parks, trails, greenbelts, and other open space; and landscapes with locally unique features and areas identified by the state as deserving special protection.

The Infill Accelerating Project is a crucial step in ensuring that infill areas are utilized efficiently. The City is seeking to prioritize strategies that balance development needs with farmland preservation. The Growth Study, applied for separately, will be utilized in implementing the Infill Lot database. This approach reflects a commitment to sustainable growth by adopting innovative planning methods that move beyond traditional, sprawling development patterns. Protecting farmland is critical for maintaining local food systems, supporting agricultural economies, and preserving rural character. The City's General Plan already utilizes urban growth boundaries to limit encroachment on agricultural lands while channeling development into areas better suited for growth. In addition to preserving farmland, the City recognizes the importance of safeguarding natural features like wetlands, rivers, forests, and wildlife habitats. Compact growth patterns such as higher density infill development in urbanized areas minimize disruption to these ecosystems while allowing for the incorporation of green corridors and open spaces that enhance the quality of life for residents. Compact growth such as infill development in urbanized areas reduces vehicle miles traveled, promotes energy efficiency, and lowers greenhouse gas emissions by creating walkable communities with access to public transit. This lessens the environmental footprint of new developments while maintaining agricultural land for its environmental and economic benefits.

- 3. Explain how the project encourages efficient development patterns by ensuring that any infrastructure associated with development does all of the following:
 - Uses land efficiently; and
 - Is built adjacent to existing developed areas; and
 - Is located in an area appropriately planned for growth; and
 - Is in a location served by adequate transportation and other essential utilities and services;
 and
 - Minimizes ongoing costs to taxpayers.

Not unlike the Growth Study applied for separately, this is the desired objective of the Infill Accelerating Project. Analyzing specific areas to use land efficiently and build adjacent to existing developed areas in a well-connected manner reduces VMT. The Program will encourage efficient development patterns by strategically guiding infill growth in ways that optimize land use, align with planned areas, and ensure accessibility to essential infrastructure and services while reducing long-term costs for taxpayers. Concentrating development in smaller areas minimizes the environmental footprint and creates communities that are more walkable and sustainable. Positioning infrastructure adjacent to existing developed areas prevents the fragmentation of urban landscapes and ensures that new growth builds upon and strengthens established communities. This continuity also reinforces the social and economic vitality of existing neighborhoods. Ensuring that development occurs in areas appropriately planned for growth is integral to maintaining orderly and sustainable urban expansion. Circulation systems aligned with regional and local growth strategies guide investments to locations identified for development, avoiding unplanned or haphazard sprawl. This alignment supports zoning policies and long-term planning goals, fostering growth that is deliberate and in harmony with community needs. Minimizing ongoing costs to taxpayers is critical.

Limited Scope Projects (response required if not the final phase)

For projects that are an interim phase, such as design for a project to be constructed later and with a separate funding source, describe how the larger project is expected to be delivered (timing, funding, etc.).

An information database will be incorporated into the Infill Accelerating Project to assist site selectors and developers with the due diligence process. The database will be updated by the City as infrastructure needs change. Information will also be incorporated into the upcoming General Plan Update and future Housing Elements. The Program is intend to further streamline the process of constructing new housing, specifically affordable infill housing, by proactively identifying infrastructure needs beforehand so that infill development is not delayed because of unresolved issues.

Other Information

Elaborate on any pertinent information that was not discussed in any other response.

This project is a proactive attempt to mitigate the unintended consequences of infill growth as the City attempts to streamline housing development.

Local Support
Is the project in a locally or regionally adopted plan? Yes ☐ No ✔ If yes, please:
- specify the name of the plan: The results of the study will likely be incorporated into the
 indicate the date the plan was adopted: next UWMP and Water Master Plan.
Describe any demonstrated community support for the project. Attach any relevant documentation, including letters of support.
Please see attached letters of support.
Consistency with Sustainable Communities Strategy
This question is to be completed by KCAG staff following submittal.
Is the project consistent with the <u>2022 Kings County Sustainable Communities Strategy</u> ?
Yes ✓ No —

Section V – Scoring and Awarding of Funding

An application scoring committee representative of regional stakeholders will be assembled to review applications. All received applications will be ranked by individual scorers and the individual rankings will be averaged to consolidate project rankings. The REAP Technical Advisory Committee will review application rankings and make a recommendation to the KCAG Commission for projects recommended for funding. The KCAG Commission will review application rankings and the REAP Technical Advisory Committee's recommendation and select

projects for inclusion in KCAG's full application to the State. Prior to award, the applicable State agencies must approve of KCAG's full application. Applicants will be informed of application status at each step of the process.

Any information provided within this application may be considered by the scoring committee. Individual projects may be assessed on REAP 2.0 goals and objectives, VMT reduction, transformative nature of the project, threshold requirements, consistency with existing plans, public and/or stakeholder outreach completed for the project, benefit to disadvantaged communities, project risk assessment, leverage of funds used, leverage to attract additional public or private investment, and others. The final review criteria will be informed by the public process and approved by the California Department of Housing and Community Development (HCD).

Information beyond what is required in this application may be required in the development of the region's full application to HCD. If a project is recommended for inclusion in the full application by the KCAG Commission, KCAG staff will work collaboratively with the applicant to ensure completeness of the full application.

Section VI - Applicant Signatures

The undersigned affirm that the statements contained in the application package are true and complete to the best of their knowledge.

Acknowledgments

Initial each acknowledgement.

- 1. Prior to award, a resolution of the governing body will be required. Initial: \mathcal{MI}
- 2. If awarded, a legally binding agreement between KCAG and the project sponsor will be required. Initial: $\underline{\mathcal{MI}}$
- 3. Applicant acknowledges that all program funds must be fully expended by June 2026 with no possibility of extension. Initial: $\mathcal{M}\mathcal{F}$
- 4. Applicant acknowledges scope of work changes are subject to approval by the KCAG Commission and/or the California Department of Housing and Community Development (HCD), as required. Initial: $\mathcal{M}\mathcal{F}$
- 5. Applicant agrees to oversight and/or auditing as required by KCAG, HCD, or HCD's State agency REAP 2.0 partners. Initial: $\underline{\mathcal{MI}}$
- 6. Applicant agrees to work collaboratively with KCAG staff in the development of the region's full application to HCD, if project is recommended for award. Initial: MS

Agency or Organization Official (as applicant):

Name: Marissa Trejo	Signature:
Title: City Manager	Date: 10/25/2024

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Agency or Organization Official (as applicant):

Name: Marissa Trejo

Title: City Manager

Signature:

Date: 10/25/2024

Section III - Project Scope of Work and Budget

Infill Development Accelerating Project

RESPONSIBLE PARTIES

The City of Lemoore (City) and QK (Consultant). QK is the City's contract City Planner and contract City Engineer. They were selected through a competitive RFP process and the below-described scope of work fits within the general scope of work within their contract for services.

SCOPE OF WORK

PHASE 1.0 ON-THE-GROUND SITE SURVEY

Conduct an "on the ground survey" to develop a list of vacant and underutilized sites, including non-residential sites that could be converted to residential use. Estimate the density of residential development that could be constructed on the sites. Determine what improvements need to be made to accommodate the infill development, including sidewalks, curb/gutter, water and sewer infrastructure, dry utility infrastructure, site cleanup. Identify infill sites that are within walking distance of services, jobs, schools, and transit. Identify sites that would be preferred sites for affordable housing projects.

PHASE 2.0 INVENTORY PREPARATION

Compile an inventory of survey results that is easily accessible by City staff so that the City can promote and encourage infill development and can easily provide detailed information to property owners and developers inquiring about development opportunities.

PHASE 3.0 OUTREACH MEETINGS

Hold outreach meetings and/or workshops to share the findings in the inventory and to promote and encourage property owners and developers to consider more infill development.

DELIVERABLES

- On-the-ground Survey (GIS based inventory and paper map formats).
- inventory of survey results that is easily accessible by City staff

TIMELINE

Phase	Description	Duration
1.0	On-the-ground Site Survey	4 months
2.0	Inventory Preparation	4 months
3.0	Outreach Meetings	4 months
	Total Duration (Some phases run concurrently)	12 months

FEE ESTIMATE

Phase	Description	Consultant Estimated Costs	City Estimated Costs
1.0	On-the-ground Site Survey	\$30,000	\$25,000

Phase	Description	Consultant Estimated Costs	City Estimated Costs
2.0	Inventory Preparation	\$25,000	\$10,000
3.0	Outreach Meetings	\$20,000	\$25,000
	Subtotal	\$75,000	\$60,000
		Total Estimated Fee	\$135,000

5260 N. Palm Avenue, Suite 321, Mail Stop M Fresno, California 93704

October 25, 2024

Writer's Direct Contact: (559)288-0688

City of Lemoore 711 W. Cinnamon Drive Lemoore CA 93245

Re: City of Lemoore REAP 2.0 Planning Grant Application

To Whom It May Concern:

I support the City's request to utilize REAP 2.0 funds for infrastructure planning necessary to support development, including new housing and new residents. I also support the use of funds for feasibility studies to determine the most efficient locations to locate housing for both infill lots and new growth.

It is important to explore any avenue that will accommodate future development. That is why I support the City's proposal to conduct studies that will identify future residential growth areas, infrastructure needs that will accelerate infill lot development for housing, and new ways to increase water supply to accommodate more housing.

I fully support the creation of a master plan to identify specific growth areas that can be incorporated into the City's next General Plan Update, an infill lot information database to identify infrastructure needs that can be passed on to developers quickly thereby expediting processes which should make infill lot development more attractive and accelerate residential development, and analyzing options for increasing domestic water supply coming from or near the City's well fields adjacent to the Kings River.

Sincerely,

Jeffrey T. Roberts Entitlement Director Assemi Group, Inc.



October 25, 2024

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Sincerely,

Orlando Ramirez

Ramirez Land Planning, Inc. orlando@ramirezplanning.com

(559) 999-1963



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Orlando Ramirez

Ramirez Land Planning, Inc. orlando@ramirezplanning.com

(559) 999-1963



October 25, 2024

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Lemoore CA 93245

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Sincerely,

Jacob Soroudi

Rural Development Manager

AMG & Associates, LLC

WESTLAKE CONSULTING LLC

October 25, 2024

City of Lemoore 711 W. Cinnamon Drive Lemoore CA 93245

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Sincerely,

Chris Westlake

Chris Westlake, Principal

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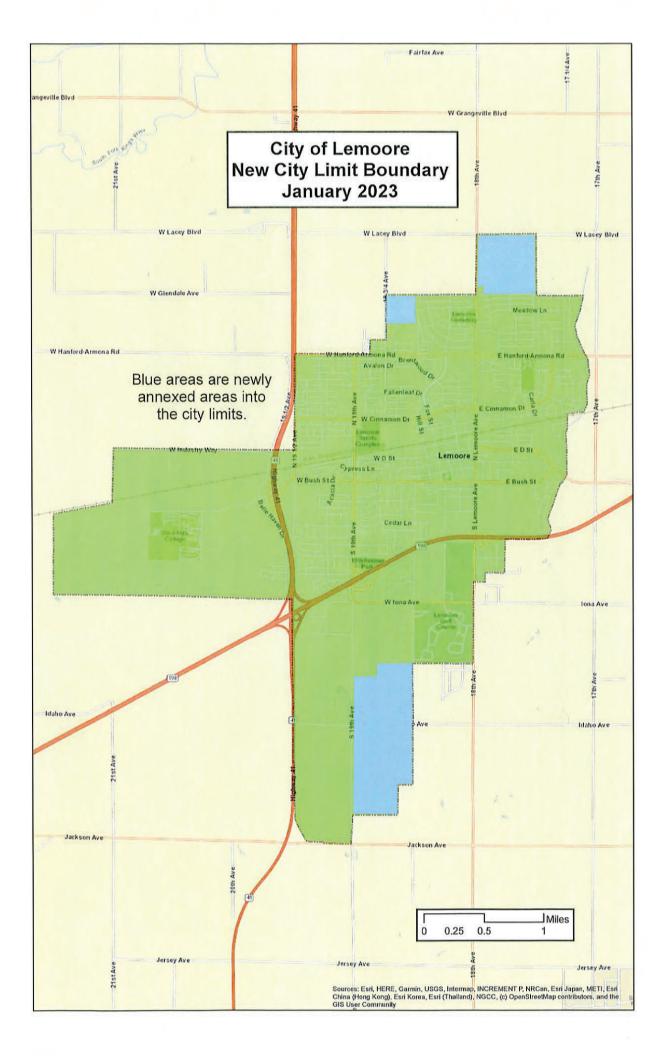
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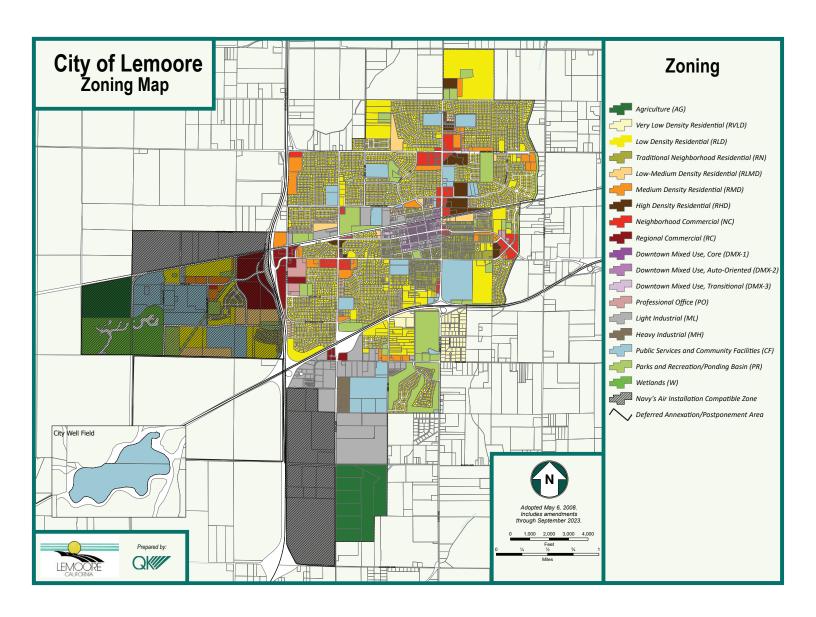
Sincerely,

Richard Torosian, Partner Master Storage 365

Richard Torosian

(559) 917-1635





MEMORANDUM OF UNDERSTANDING

BETWEEN

KINGS COUNTY ASSOCIATION OF GOVERNMENTS AND CITY OF LEMOORE

FOR

SUBALLOCATION OF REGIONAL EARLY ACTION PLANNING FUNDS

THIS Memorandum of Understanding (MOU), entered into this _____ day of _____, 2025, by and between the Kings County Association of Governments, hereinafter referred to as "KCAG" and City of Lemoore, hereinafter referred to as "GRANTEE" with respect to the following recitals:

WITNESSETH:

WHEREAS, the State of California (the "State"), Department of Housing and Community Development (HCD) is authorized to provide up to \$480,000,000 in non-competitive funding available to the state's Metropolitan Planning Organizations (MPOs) for planning and implementation activities under the Regional Early Action Planning (REAP) 2.0 Grant Program; and

WHEREAS, the Kings County Association of Governments (KCAG) submitted an application to HCD for REAP 2.0 funds consistent with the Notice of Funding Availability and Final Guidelines - Metropolitan Planning Organization Allocation Regional Early Action Planning Grant (REAP 2.0), attached as Exhibit "A"; for the purpose of suballocation available funding to eligible projects; and

WHEREAS, on April 11, 2023, the State Department of Housing and Community Development signed Standard Agreement No. 22-REAP2-17549 between KCAG and the State Department of Housing and Community Development providing \$1,733,320 in REAP 2.0 funding to KCAG, attached as Exhibit "B"; and

WHEREAS, on August 26, 2024, KCAG developed a REAP 2.0 Local Suballocation Grant Program ("Grant Program") and issued a call for applications from its member agencies; and

WHEREAS, the GRANTEE developed and submitted a REAP 2.0 Local Suballocation Grant Program Application for a "City of Lemoore Infill Development Accelerating Project" ("Grant Application"), attached as Exhibit "C"; and

WHEREAS, on December 11, 2024, the KCAG Commission approved the REAP 2.0 Local Suballocation Grant applications and authorized the Executive Director to enter into an agreement with GRANTEE.

NOW THEREFORE, IT IS AGREED, by and between KCAG and the GRANTEE as set forth below.

1. CONTRACT ORGANIZATION AND CONTENT:

This MOU is fully comprised of these terms and the attached exhibits: "Exhibit "A" Notice of Funding Availability (NOFA) and Final Guidelines - Metropolitan Planning Organization Allocation Regional Early Action Planning Grant (REAP 2.0); "Exhibit B" State of California-Department of General Services Standard Agreement 22-REAP2-17549; and "Exhibit C" REAP 2.0 Local Suballocation Grant Program application for a "City of Lemoore Infill Development Accelerating Project"; all of which are incorporated herein by this reference.

GRANTEE'S OBLIGATIONS:

A. <u>Scope of Work:</u> The work to be conducted by GRANTEE is specified in the REAP 2.0 Local Suballocation Grant Program Application for a City of Lemoore Infill Development Accelerating Project as set forth in "Exhibit C" approved by the KCAG Commission on December 11, 2024. GRANTEE shall comply with all Program requirements contained in the REAP 2.0 NOFA and Final Guidelines for MPO Applicants as set forth in "Exhibit A".

KCAG shall only be obligated to make payments to the GRANTEE for work performed as part of the approved REAP 2.0 Local Suballocation Grant Program Application and the REAP 2.0 NOFA and Final Guidelines for MPO Applicants up to the maximum amount of \$172,728 ("Grant Funds").

The GRANTEE shall use the Grant Funds in accordance with the approved REAP 2.0 Local Suballocation Grant Program Application it submitted and the REAP 2.0 NOFA and Final Guidelines for MPO Applicants.

- B. <u>Time for Completion</u>: Time is of the essence in this MOU. The term for this MOU shall begin on the "Effective Date" of this MOU and continue until June 30, 2026, hereinafter referred to as the "Completion Date", unless terminated earlier as provided herein.
- C. <u>Project Status Reporting</u>: The GRANTEE shall provide KCAG with monthly reports and a final report as specified in Section 3 of this MOU, which shall include an accounting of Grant Fund expenditures. The GRANTEE shall retain a copy of payment records, invoices, receipts, and any other documentation requested by KCAG for all Grant Fund expenditures.

3. SUBALLOCATION AWARD:

- A. <u>Suballocation Grant Award</u>: Notwithstanding any other provision in this MOU, the total Grant Funds disbursed to GRANTEE shall not exceed \$135,000.00. (Grant Suballocation Funds)
- B. <u>Progress Payments</u>: KCAG shall request and receive from HCD payments of an allowable amount in advance of GRANTEE's first invoice. KCAG shall thereafter make progress payments to GRANTEE upon receipt and approval by KCAG and HCD of

GRANTEE's invoice and progress report. Progress billings and reports in arrears may be submitted as often as monthly. KCAG shall thereafter submit the required reports to HCD to account for the Grant Funds expensed for City of Lemoore Infill Development Accelerating Project project and in compliance with the Audit provisions of the Standard Agreement No. 22-REAP2-17549 ("Exhibit B").

- C. <u>Invoices</u>: Invoices for reimbursement shall provide a summary of work completed by task (based on clear deliverables outlined in the Grant Application as set forth in "Exhibit C". If KCAG disagrees with any aspect of the invoice, including amount, percent complete or supporting documents, KCAG will notify GRANTEE in writing within ten (10) days of receipt of invoice. If the invoice is not contested, KCAG shall submit eligible cost to HCD for reimbursement. KCAG shall remit payment thereof to GRANTEE within thirty (30) days of receipt of the funds from HCD.
- D. <u>Billing Format and Content</u>: Invoices for payment shall refer to or comply with the provisions of "Exhibit B" State of California-Department of General Services Standard Agreement 22-REAP2-17549, or as may be specified in a written notice by KCAG. Specific budget category detail is given below:
 - i. <u>Direct Labor and Fringe Benefits</u>: All direct labor charges should be billed by class of employee, rate per hour, and number of hours. (Anticipated personnel cost-of-living or merit increase, if any, should be reflected in the budget).
 - ii. Other Direct Costs: All direct costs billed must be specifically identified. Any travel costs may not exceed the applicable California Department of Human Resources HR Manual Section 2203 per diem rates and mileage rates shall be reimbursed at the IRS established standard mileage rate. Any other direct costs not specifically identified in the project budget of the Grant Application, attached as "Exhibit C" cannot be reimbursed.
 - iii. <u>Narrative</u>: The invoice should include a description of task(s) completed during the invoice period and a discussion of task(s) currently underway.

E. Allowable Uses of Grant Suballocation Funds:

- i. KCAG shall not award or disburse funds unless it determines that the Grant Suballocation Funds shall be expended in compliance with the terms and provisions of the Statute and Guidelines which include associated forms and guidance, approved applications and this MOU.
- ii. Grant Suballocation Funds shall only be used by the GRANTEE for project activities approved by HCD and KCAG that involve planning and implementation activities in accordance with the Statue and Guidelines.
- iii. Grant Suballocation Funds may not be used for the administrative costs of persons employed by the GRANTEE for activities not directly related to eligible activities.
- iv. The GRANTEE shall use no more than 5 percent of the Grant Suballocation Funds amount for costs related to administration of the project as described in the Guidelines.

- v. The GRANTEE may use a subcontractor and GRANTEE shall be accountable to KCAG to ensure subcontractor's performance of the subcontract shall comply with all the requirements of the Grant Program.
- vi. After the MOU has been executed by KCAG and all parties, approved and eligible costs for eligible activities may be reimbursed for the City of Lemoore Infill Development Accelerating Project upon completion of deliverables or paid in advance in accordance with the scope of work and subject to the terms and conditions of this MOU.
- F. <u>Allowable Costs and Documentation</u>: All costs charged pursuant to this MOU by GRANTEE shall be supported by properly executed payrolls, time records, invoices, and vouchers, evidencing in proper detail the nature and propriety of the charges, and shall be costs allowable as determined by Title 48 Code of Federal Regulations, Chapter 1, Part 31 (Contract Cost Principles and Procedures), Subpart 31.2 (Contracts with Commercial Organizations), as modified by Subpart 31.103. GRANTEE shall also comply with Title 49, Code of Federal Regulations, Part 18, (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) in the procurement of services, supplies or equipment.
- G. <u>Disallowed Costs</u>: Any costs for which the GRANTEE receives reimbursement or credit that is determined by a subsequent audit or other review by either KCAG, HCD or other State authorities to be ineligible or otherwise unallowable, are to be repaid by the GRANTEE within thirty (30) days of the GRANTEE receiving notice of audit findings and a penalties or related fees, as determined by HCD or other State authorities. Should the GRANTEE fail to reimburse unallowable costs due to KCAG within thirty (30) days of demand, or within such other period as may be agreed between both parties hereto, KCAG is authorized to withhold future payments due to the GRANTEE.

4. ADMINISTRATION OF MOU BY KCAG:

- A. <u>KCAG Project Manager</u>: The Executive Director of KCAG shall act as the KCAG Project Manager and represent KCAG in carrying out the provisions of this MOU. The GRANTEE will communicate with and receive instructions only through the KCAG Project Manager or designated representative.
- B. <u>Document Review</u>: KCAG shall give reasonable prompt consideration to all documents and matters submitted by the GRANTEE for approval to the end that there will be no substantial delays in the GRANTEE's project schedule.
- C. <u>Communications</u>: Communications between the GRANTEE and KCAG officials and employees shall be provided through the KCAG Project Manager or his/her designee. Access to pertinent KCAG records and documents shall also be provided through the KCAG Project Manager or his/her designee.
- 5. NOTICES: All notices, claims, correspondence, reports and/or statements authorized and/or required by the terms of this MOU shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, and addressed to the parties as follows:

To KCAG:

To the GRANTEE:

Terri King KCAG Executive Director 339 W. D Street, Suite B Lemoore, CA 93245 Marissa Trejo, City Manager City of Lemoore 711 W. Cinnamon Dr. Lemoore, CA 93245

Notice shall be deemed effective on the date personally delivered, or if mailed, three (3) days following the date of deposit with the United States Postal Service.

6. TERMINATION OF MOU:

KCAG shall have the right to terminate the MOU in whole or in part for cause, for convenience. The following termination provisions apply:

- A. Termination for Cause. KCAG shall have the right to terminate the MOU, in whole or in part, for cause upon a determination that the GRANTEE is in default of its own Grant Program Application or this MOU. Unless a shorter time is determined by KCAG to be necessary, KCAG shall effect termination according to the following procedure:
 - i. Notice to Cure. KCAG shall give written notice of the conditions of default signed by the Executive Director, setting forth the ground or grounds upon which such default is declared ("Notice to Cure"). The GRANTEE shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default(s). The Executive Director of KCAG may temporarily suspend services under the MOU pending the outcome of the default proceedings pursuant to this section.
 - ii. Opportunity to be Heard. If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, the Executive Director of KCAG may declare the GRANTEE in default. Before the Executive Director may exercise his or her right to declare the GRANTEE in default, the GRANTEE must be given an opportunity to be heard upon not less than five (5) business days' notice. The Executive Director may, in his or her discretion, provide for such opportunity to be in writing or in person. Such opportunity to be heard shall not occur prior to the end of the cure period but notice of such opportunity to be heard may be given prior to the end of the cure period and may be given contemporaneously with the Notice to Cure.
 - iii. Notice of Termination. After an opportunity to be heard, the Executive Directory may terminate the MOU, in whole or in part, upon finding the GRANTEE in default. The Executive Director of KCAG shall give the GRANTEE written notice of such termination ("Notice of Termination"), specifying the applicable provision(s) under which the MOU is terminated and the effective date of termination. If no date is specified in the Notice of Termination, the termination shall be effective either ten (10) days from the date the notice of personally delivered or fifteen (15) days from the date the Notice of Termination is sent by other method. The Notice of Termination shall be personally delivered, sent by certified mail (return receipt requested), or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope and properly addressed to GRANTEE.

- B. Termination for Lack of Funding. The GRANTEE acknowledges, understands and agrees that KCAG, a local agency, is dependent upon State appropriations for the funding of the REAP 2.0 Grant Program. In the event State or governmental funds are not appropriated, are terminated, suspended, reduced, or otherwise not made available to support this REAP 2.0 Grant Program, then KCAG shall terminate this MOU and shall have no further obligation to GRANTEE under this MOU. KCAG shall provide written notice to GRANTEE and this MOU shall terminate without penalty or expense to KCAG. The written Notice of Termination For Lack of Funding shall be personally delivered, sent by certified mail (return receipt requested), or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope and properly addressed to GRANTEE.
- 7. OWNERSHIP OF DOCUMENTS: All documents, drawings, maps, models, photographs, reports or other materials prepared by GRANTEE in relation to the Grant Program activities are and shall remain the property of GRANTEE. However, GRANTEE shall provide KCAG with all documents in an electronic format specified by KCAG at any time upon request. GRANTEE shall not withhold such documents due to any disputes with KCAG regarding payment or services under this MOU. KCAG may retain a copy of such documents for archival purposes.
- 8. INDEMNITY: GRANTEE agrees to defend and indemnify, hold harmless and release KCAG and its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including GRANTEE, to the extent arising out of or as a result of any negligent acts or omissions or willful misconduct in the performance of services by GRANTEE or its agents or assigns hereunder, and proportionally if there is any concurrent negligence on the part of KCAG, but excluding liability due to the gross negligence or willful misconduct of KCAG.

9. INSURANCE:

- A. <u>General Liability Insurance</u>: The GRANTEE shall, at its sole expense, obtain and keep in full force and effect for the duration of this MOU, general public liability and property damage insurance, from an insurance carrier authorized to transact business in California, which includes automobile liability insurance in a combined single limit of not less than \$1,000,000. Said insurance coverage shall include KCAG, its officers, employees and agents, as additional insured and shall contain a provision that the insurance shall not be canceled without thirty (30) days prior written notice to KCAG.
- B. <u>Worker's Compensation</u>: The GRANTEE shall at its sole cost and expense obtain and keep in full force and effect for the duration of this MOU workers' compensation insurance as required by law.
- C. <u>Term of Coverage</u>: The GRANTEE shall at his/her own expense maintain coverage in conformance with above requirements with the carrier providing the coverage pursuant to this MOU for a period of three (3) years after the termination of this MOU. In lieu of maintenance of coverage with the same carrier, GRANTEE shall secure coverage of the extended recovery period with a carrier approved by KCAG for a period ending not earlier than three (3) years after the term of this MOU.
- D. <u>Certificates of Insurance</u>: A Certificate for each such insurance policy shall be submitted to KCAG within thirty days of execution of this MOU.

- 10. RECORDS: GRANTEE agrees to make available upon reasonable notice to KCAG, or KCAG's auditor or the State of California or the United States, or any duly authorized representative thereof, its books, records, documents, and any and all other evidence of all work or services performed or accounting of costs or expenses incurred in the performance of this MOU, for inspection, examination and copying at all reasonable times, at GRANTEE's place of business, or other mutually agreeable location in California. GRANTEE agrees to organize and maintain in accordance with general business standards and generally accepted accounting procedures any and all pertinent books and records pertaining to the goods and services furnished under the terms of this MOU. All records pertaining to the Project or this MOU shall be maintained for three (3) years from the date of final payment by KCAG. GRANTEE hereby agrees to cooperate with KCAG, or KCAG's auditor or the State of California or the United States, or any duly authorized representative thereof, by making all appropriate and relevant Infill Development Accelerating Project Project records available for audit and copying.
- 11. CONFLICT OF INTEREST: GRANTEE, its employees, contractors, and assigns, shall have no interest, nor acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this MOU.
- 12. ASSIGNMENT AND SUBCONTRACTING: Except as otherwise allowed expressly hereunder, GRANTEE shall not assign, transfer, or subcontract this MOU or any interest herein without prior written approval of KCAG.
- 13. INDEPENDENT CONTRACTOR: GRANTEE is an independent contractor and neither GRANTEE nor any employee or subcontractor of GRANTEE is an employee of KCAG. GRANTEE shall retain the right to exercise full control and supervision of its officers, employees and agents in the provision of services hereunder, and full control over the employment, direction, compensation and discharge of officers, employees and agents. GRANTEE shall be solely responsible for payment of its employees and compliance with social security, workers compensation, unemployment insurance, and income tax withholding and all laws and regulations governing such matters.
- NON-DISCRIMINATION CLAUSE: During the performance of this MOU, GRANTEE and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identify, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status. GRANTEE shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. GRANTEE and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12900 et. Seg.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, part 1, Division 3, Title 2 of the Government Code (Government Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. GRANTEE shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance

with this clause. GRANTEE and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) GRANTEE shall include the non-discrimination and compliance provisions of this section in all subcontracts to perform work under this MOU.

- 15. ENERGY CONSERVATION: GRANTEE shall comply with mandatory standards and policies relating to energy efficiency which are contained in the California State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub., L. 94-163).
- 16. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
 - A. If for this MOU, GRANTEE made a commitment to achieve small business participation, then GRANTEE must within sixty (60) days of receiving final payment under this MOU report to the awarding department the actual percentage of small business participation that was achieved. (Government Code § 14841.)
 - B. If for this MOU, GRANTEE made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then GRANTEE must within sixty (60) days of receiving final payment under this MOU certify in a report to the awarding department: (1) the total amount the prime Contractor received under this MOU; (2) the name and address of the DVBE(s) that participated in the performance of the MOU; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the MOU have been made to the CVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty in violation. (Mil. & Vets. Code §999.5(d); Government Code §14841.)
- 17. COMPLIANCE: GRANTEE shall comply with all current Federal, State, and local laws, ordinances, and regulations applicable in carrying out its obligations under this MOU. GRANTEE's failure to so comply shall constitute a material breach of this MOU.
- 18. JURISDICTION AND VENUE: This MOU shall be administered and interpreted under the laws of the State of California. Venue for any litigation arising from the MOU shall be the Superior Court for the State of California in Kings County, California. GRANTEE hereby waives the provisions of section 394 of the California Code of Civil Procedure.
- 19. SEVERABILITY: If any part of this MOU is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the MOU shall be in full force and effect.
- 20. INTEGRATION & AMENDMENTS: This MOU including the recitals and exhibits represents the entire understanding of the parties as to those matters contained herein and supersedes all prior negotiations, representations or agreements, either written or oral. This MOU may be amended only by written instrument, signed by both KCAG and GRANTEE.
- 21. USE OF KCAG PROPERTY: GRANTEE shall not use KCAG premises, property (including equipment, instruments and supplies), or personnel for any purpose other than in the performance of GRANTEE's obligations under this MOU.

22. AUTHORITY: Each signatory to this MOU represents that it is authorized to enter into this MOU and to bind the Party to which its signature represents.					
IN WITNESS WHEREOF, this MOU is executed on the day and year first above written.					
Terri King, Executive Director Kings County Association	- Date				
of Governments					
Marissa Trejo, City Manager	Date				
City of Lemoore	Date				
APPROVED AS TO FORM:					
Counsel Kings County Association of Governments	Date				

EXHIBIT A

Notice of Funding Availability and Final Guidelines - Metropolitan Planning Organization Allocation Regional Early Action Planning Grant (REAP 2.0)

EXHIBIT B

State Department of Housing and Community Development signed Standard Agreement No. 22-REAP2-17549 between KCAG and the State Department of Housing and Community Development

EXHIBIT C

City of Lemoore: REAP 2.0 Local Suballocation Grant Program Application for a "City of Lemoore Infill Development Accelerating Project"

339 W. D Street, Suite B Lemoore, CA 93245 Tel. (559) 852-2654 Fax (559) 924-5632 www.kingscog.org

Member Agencies: Cities of Avenal, Corcoran, Hanford and Lemoore, County of Kings

February 27, 2025

Marissa Trejo, City Manager City of Lemoore 711 W. Cinnamon Drive Lemoore, CA 93245

RE: Memorandum of Understanding for the REAP 2.0 KCAG Local Suballocation Grant

Program MOU

Dear Marissa Trejo:

The Kings County Association of Governments (KCAG) is pleased to provide you with the Memorandum of Understanding (MOU) for development of the City's project for the Regional Action Planning Program (REAP 2.0) Local Suballocation Grant Program.

Provided for your review is the enclosed final MOU, including the attachments for the Notice of Funding Availability and Final Guidelines - Metropolitan Planning Organization Allocation Regional Early Action Planning Grant; State Department of Housing and Community Development signed Standard Agreement No. 22-REAP2-17549 between KCAG and the State Department of Housing and Community Development; and REAP 2.0 Local Suballocation Grant Program application for a "City of Lemoore Future Residential Growth Study". Following your review and approval of the MOU, KCAG will provide you with two copies of the final MOU for your signature.

If you should have any questions, please feel free to contact Terri King at terri.king@co.kings.ca.us or (559) 852-2678.

Sincerely,

KINGS COUNTY ASSOCIATION OF GOVERNMENTS

Terri King, Executive Director

Teui King

Regional Early Action Planning Grants Program – 2021 REAP 2.0 Local Suballocation Grant Program



APPLICATION

August 26, 2024

APPLICATIONS ARE DUE BY 5:00 PM ON:

October 25, 2024

PLEASE SUBMIT 1 ELECTRONIC COPY (PDF) OF THE APPLICATION TO:

Terri King
KCAG Executive Director
Terri.King@co.kings.ca.us

Project Title: Future Residential Growth Study

Section I - Applicant Information
Implementing Agency/Organization: City of Lemoore
Agency/Organization Address: 711 W Cinnamon Drive
Contact Name/Title: Kristie Baley, Management Analyst
Contact Phone: (559) 924-6744 Contact Email: kbaley@lemoore.com
If this is a joint application, please list co-applicants:
If your agency is submitting multiple applications, please prioritize them below. (Example: 1 of 3) 1. Future Residential Growth Study 2. Infill Development Accelerating Project 3. Water Supply Study
Eligibility Indicator
This application is submitted by: (select one)
✓ Local Government
Regional Government
☐ Housing Authority
☐ School District
Special District
☐ Community-Based Organization
☐ Tribal Entity
Eligibility Category
This application is submitted for a project in the following category: (select one or more)
Accelerating Infill Development
Realizing Multimodal Communities
☐ Shifting Travel Behavior through Reducing Driving
☐ Increasing Transit Ridership

<u>Funding</u>			
Total Cost of project: \$ 120,000			
Amount of REAP 2.0 funds requested for project:	\$ 120,000		
Will other sources of funding be used to help delive	er the project?	Yes 🗌 No 🗹	
If yes, identify the source and amount of funds from	n other sources com	pared to project total:	
Source:	\$	%	
Source:	\$	%	
Source:	\$	%	
Is the applicant willing to receive a partial awarequested)? Yes ✓ No ☐ If yes, what is the minimum amount of funding that		·	ount
Section II - Project Information			
Project Title:			
Project Category			
☐ Capital Project			
☐ Pre-construction for a Capital Project			
✓ Planning or Study			
Program			
Other, please describe project category			

<u>Project Description</u>: Provide a description of the proposed project, e.g., develop bikeway plan; contribution to affordable housing development; construct new sidewalks; construct bicycle path; etc.

As Lemoore approaches the end of its current General Plan, several constraints to future residential growth will slow or prohibit development if not analyzed and dealt with. This is true no matter which way the City tries to grow. Each area has constraints that need specific attention through urban design analysis, infrastructure planning, and frank discussions with property owners. In the west, Naval Air Station Lemoore has strongly recommended against more residential development west of Highway 198. The current General Plan shows plans for several thousand more homes. This area needs to be reevaluated so that the City's goals and NASL's goals for urban development near the base can become better aligned. A Joint Land Use Study (JLUS) was prepared in coordination with the Navy, City of Lemoore, Kings County, and Fresno County in 2011. Lemoore modified its General Plan based on the JLUS, but with the arrival of the F-35 aircraft, more land use coordination is needed. In the north, there is available acreage to support new housing. However, there are existing rural homes and a mobilehome park outside the city limits in between the City and its future growth area. These County homes have enough registered voters to stop annexation and, by extension, the development of new homes through the LAFCo protest process. Community meetings are needed to inform and listen to these property owners so that existing County homeowners do not slow future growth to the north. In the east, there are issues with extending infrastructure (roads, sewer, water, etc.) across the Lemoore Canal. There are also issues with the many rural homes on large lots along 17th Avenue and elsewhere that do not want to be in the City. Traditional wisdom would see 17th Avenue become an arterial street, but the number of homes close to the existing roadway would mean having to purchase people's front yards to widen the street to four lanes. An analysis is needed to determine if there is an alternate arterial/collector circulation strategy that the rural residents would support and allow more homes to be constructed in the east. This would include coordination with Caltrans due to the proximity of the area to the Houston Avenue interchange with Highway 198. A circulation strategy could also address that area east of Lemoore Canal and south of D Street/Houston Avenue, which, although being planned for residential growth, has been passed over by several home builders because of an inadequate plan for road connectivity to the rest of the City's circulation system.

In the south, there is a partially built residential neighborhood west of the golf course and north of Iona Avenue that cannot be fully built without a stormwater collection plan and a coordinated effort to master plan the remaining vacant properties. There are also several large rural residential lots that could take advantage of the new accessory dwelling laws to add housing and/or subdivide their lots to provide more housing. An analysis and neighborhood meeting are needed to coordinate the growth potential of this neighborhood.

<u>Project Deliverable</u>: Provide a description of the final deliverable, e.g., Class I bikeway, affordable housing program, plan, etc.

A study covering each of the four areas that identifies future residential growth areas and their future circulation plan. All modes of transportation will be represented: arterial and collector streets, bikeways, pedestrian corridors, and transit corridors. The study could then be incorporated into the City's next General Plan Update, with the westside plan potentially used as a basis for land use agreements with NASL, in accordance with the 2011 Joint Land Use Study (JLUS). Prior to completion of the studies, there would be public outreach meetings with property owners to understand their viewpoints and receive their input. The study would describe each of the four areas with text, graphics, maps, and photos. The challenges and physical constraints will be described, and then the alternative solutions will be compared, with a recommendation for the best-supported solution.

<u>Project Location</u>: Provide a description of the general location(s) of the proposed project, e.g., the intersection of Main Street and 1st Street. A project map may be attached.

Westside: West of Highway 41, between the Union Pacific RR tracks and Highway 198

Northside: North of Hanford-Armona Road, between Highway 41 and 18th Avenue

Eastside: East of Lemoore Canal, between Hanford-Armona Road and Highway 198

Southside: West of Champion Street, between Highway 198 and Iona Avenue

Section III - Project Scope of Work and Budget

Attach a project scope of work and budget. The scope of work should include all project phases, the responsible party, and a timeline. The budget should include estimated costs associated with each project phase. The two documents may be combined as one.

If the project includes phases or activities outside of the requested funds, the scope of work and budget should be specific to the work associated with the REAP 2.0 funds. For example, if the requested funds are for engineering and environmental work for a project that will be constructed later with other funds, the scope of work and budget should be limited to the engineering and environmental work.

Section IV - REAP 2.0 Compatibility Criteria

Provide a response for each of the following prompts applicable to the project. Some prompts may not apply to all projects and some prompts require a response, if noted. Please refer to the <u>REAP 2.0 Guidelines</u> for clarification on any compatibility criterion. Individual responses shall be no longer than one page, not including any attachments.

Vehicle Miles Traveled (VMT) Reduction Benefit (Response Required)

In the following prompts discuss how the project reduces VMT. For housing projects, in addition to any narrative, use the <u>SB 743 screening maps</u> and note the color code applicable to the project

(Green = >15% VMT reduction, Yellow = 0-15% VMT reduction, Red = no VMT reduction). For plans, studies, or pre-construction activity projects, describe the VMT reduction benefit of the larger project that this project serves as an interim step. Quantitative methods for assessing VMT impact should be employed to the greatest extent possible. See <u>REAP 2.0 Guidelines</u>, pages 18-19, (3), for additional information.

Explain how the proposed use promotes development and aligns housing production in infill locations consistent with the state's climate targets and goals discussed in the <u>California Climate</u> Change Scoping Plan.

The areas to be studied appear to have a roughly equal combination of 15% or more below average, 14% below average to average, and above average vehicle miles traveled (VMT) per capita. The study will be analyzing the best locations for future major roadways (arterials and collectors) as well as ways to better connect to the developed areas of the city. This should result in an improvement to VMT because new growth areas will be better connected than they are currently.

The study will focus on identifying the most effective ways to use the undeveloped land closest to the existing urbanized areas of the city. Without conducting such a study, there is a significant risk that certain parcels of land may be overlooked or developed in a way that does not fully maximize their potential. This could result in missed opportunities for more efficient and productive land use. By undertaking a comprehensive study, the City can ensure that these areas are developed to their highest capacity, preventing the underutilization of valuable land. A well-conceived study promoting more intense development would lead to numerous benefits, particularly in reducing vehicle miles traveled VMT and improving air quality. This would be achieved by encouraging a more compact urban development pattern that is better integrated with surrounding infrastructure, allowing for improved circulation and more efficient movement throughout the city.

Explain how the project is consistent with <u>KCAG's 2022 Regional Transportation Plan / Sustainable Communities Strategy (RTP/SCS)</u> through land use and transportation planning, policies, and investment strategies and what performance indicators best align with your project and how.

The study will benefit and support the 2022 RTP/SCS goals by improving transportation efficiency, reducing greenhouse gas (GHG) emissions, promoting sustainable growth, and enhancing overall quality of life for residents.

GHG/VMT: The study can identify opportunities to improve the road network, create better connections between key areas of Lemoore, and prioritize alternatives to driving, such as walking, biking, or public transit. By improving circulation, residents can reduce their reliance on private vehicles for short trips, ultimately lowering VMT and GHG emissions.

Use of public transit, walking, and biking: The study can propose infrastructure improvements such as new bike lanes, pedestrian pathways, and public transit routes connecting key city areas and beyond. By improving pedestrian and cyclist infrastructure and providing better access to public transit, the study can encourage residents to choose more sustainable modes of transportation, reducing car dependency.

Compact, mixed-use neighborhoods: By analyzing traffic patterns and identifying areas where growth can be accommodated with improved circulation, the study can help guide the City's development in a more compact and sustainable direction. The study can highlight where urban infrastructure is needed to support mixed-use developments that combine housing, retail, and services in close proximity, reducing the need for long commutes and encouraging walkable communities.

Enhancing connectivity and reducing traffic congestion: The study will analyze the current traffic patterns, predict future conflicts, and propose solutions such as road rerouting and new connections and intersections. By improving traffic flow and reducing congestion, the study can make transportation within Lemoore more efficient, saving time for commuters and improving the overall experience of travel.

Economic growth and revitalization: By improving circulation, access to key areas of Lemoore, and connections to regional transportation networks, the study can stimulate economic development. Better connectivity can attract new businesses, support existing businesses, and improve access to jobs, retail centers, and other essential services. It also can support revitalization projects, particularly in underdeveloped or underused areas of the city.

Explain how the project supports new housing development and shifts travel away from driving by implementing or supporting pedestrian, bicycle, transit, and other alternative transportation programs.

The study will look for the best ways to connect these new areas to the existing urbanized area of the city. The goal will be to open up new opportunities for housing that is well-connected and accessible. Proximity to reliable transit reduces the need for personal vehicles, making it easier for residents to commute to work, access services, and engage in recreational activities without relying on cars. This, in turn, supports compact and walkable neighborhoods where a mix of housing, retail, and amenities is within easy reach, fostering vibrant communities. Designing housing developments with direct access to transit hubs ensures seamless connectivity for residents. By prioritizing "last-mile" solutions, such as pedestrian pathways and shared mobility options, these networks bridge the gap between transit stops and homes, making public transportation a more viable option. Lastly, by reducing car dependency, well-planned circulation networks also contribute to reduced traffic congestion and lower greenhouse gas emissions. This aligns with broader sustainability goals, creating an appealing environment for both developers and residents.

Affirmatively Furthering Fair Housing (AFFH) (Response Required)

Review California <u>Tax Credit Allocation Committee Opportunity Maps</u> and note resource zone of the project (e.g., Highest Resource, High Resource, etc.). Additional narrative describing how the project satisfies AFFH is required.

Explain how the project combats discrimination, overcomes patterns of segregation, and fosters equitable and inclusive communities.

The north area is in the Highest, High, and Moderate Resource zones.

The east area is in the Moderate Resource zone.

The south area is in the Highest Resource zone.

The west area is in the Highest Resource zone.

A well-planned circulation network, which includes roads, sidewalks, public transportation, and bicycle paths, plays a vital role in combating discrimination, overcoming segregation, and fostering equitable and inclusive communities. By ensuring accessibility for all, such networks create opportunities for everyone, regardless of socioeconomic status, race, or physical ability, to reach essential services like education, employment, healthcare, and recreation. Incorporating universal design principles—such as ramps, wide sidewalks, and audible traffic signals—removes barriers for people with disabilities, enabling full participation in public life. Strategically designed networks also help to break down physical divides that have historically segregated communities, particularly marginalized groups. Connecting isolated or underserved neighborhoods to urban centers and essential resources helps dismantle these separations, fostering integration and promoting social cohesion. This connectivity encourages interaction among diverse groups, reducing biases and fostering mutual understanding. In addition to addressing physical barriers, well-planned circulation networks enhance economic mobility by providing efficient public transit options that link people in low-income or marginalized areas to broader job markets, breaking cycles of poverty. These networks also support local economies by revitalizing underserved areas with pedestrian-friendly zones and bike paths, encouraging investment and reducing economic disparities. Environmental justice is another critical aspect of inclusive circulation networks. Prioritizing non-polluting modes of transportation, such as public transit and biking, helps reduce air pollution, which often disproportionately affects marginalized communities. Integrating green spaces and safe, well-lit pathways into these networks creates healthier environments that benefit all residents equally.

Explain how the project includes meaningful actions to address disparities in housing needs and in access to opportunity, replace segregated living patterns with balanced living patterns, and transform racially and ethnically concentrated areas of poverty into areas of opportunity.

There are currently no high-poverty or racially segregated areas in Lemoore. The study's goal is to plan for well-connected neighborhoods that are integrated with the existing urbanized area. A well-planned circulation network allows access to all parts of the city, which in turn allows it to remain integrated both racially and economically.

Explain how the project supports regional and local efforts to work toward ensuring all people have full and equal access to opportunities enabling them to lead healthy lives.

The study's goal is to plan for well-connected neighborhoods that are integrated with the existing urbanized area. By prioritizing accessibility, connectivity, and multimodal transportation options, such networks create environments where individuals, regardless of socioeconomic background, race, or physical ability, can reach the resources and opportunities necessary for well-being. A thoughtfully designed network ensures that healthcare facilities, schools, employment centers, grocery stores, and recreational areas are accessible to everyone. This connectivity is particularly crucial for underserved or marginalized communities that may otherwise face barriers to accessing these essential services. Public transit systems, pedestrian pathways, and bicycle routes provide affordable and reliable transportation options, reducing dependence on private vehicles and lowering costs for individuals with limited financial resources. Furthermore, well-planned networks encourage active transportation, such as walking and cycling, by providing safe and inviting infrastructure. Features like protected bike lanes, wide sidewalks, traffic-calmed streets, and greenways promote physical activity as a natural part of daily routines. This helps combat sedentary lifestyles, reduce the prevalence of chronic diseases, and improve mental health while also fostering social interactions and community engagement. Circulation networks also play a role in reducing environmental health disparities. Poorly planned transportation systems often concentrate pollution in low-income or minority neighborhoods, exacerbating health inequalities. By prioritizing public transit and non-polluting travel modes, such as biking and walking, circulation networks can reduce vehicle emissions and improve air quality. In turn, this supports healthier living environments.

Explain how the project enhances housing mobility strategies that remove barriers to housing, housing-supportive infrastructure, increased transportation options, and affordability in areas of high opportunity and outside areas of concentrated poverty; or: Explain how the project improves place-based strategies to encourage community revitalization; or: Explain how the project protects existing residents from displacement and preserves housing choices and affordability in areas of lower- or moderate-opportunity and concentrated poverty.

The key focus of the study is to identify potential barriers to housing and then develop a strategy to preemptively remove or lessen them so that when the growth areas are ready to develop, the barriers will not be in the way. For example, the north growth area will have access to water and sewer services, but annexation could be thwarted if existing property owners process annexation. Meetings and discussions are needed now to avoid housing delays in the future. Without this effort, developers will likely skip over this potential growth area, even though it is planned for residential development in the City's General Plan. The new investment in this neighborhood will also benefit existing housing that was built years ago as rural County developments without sidewalks and bikeways.

Accelerating Infill Development (Response Required)

In the following prompts describe how the project accelerates infill development that facilitates housing supply, choice, and affordability. (See <u>REAP 2.0 Guidelines</u>, Attachment 2, Definition #14, Pg. 39).

Explain how the project accelerates infill development near jobs and other key destinations, supports housing choice and affordability, and effectively reduces VMT and greenhouse emissions.

The study will provide strategies for overcoming several physical barriers to the development of new housing near the established parts of the community. Analyzing circulation alternatives and recommending a better-connected street network will reduce travel time and provide for more compact development patterns. This, in turn, will result in VMT reduction and less greenhouse gas emissions. Residents will have easier access to all parts of the city, and traffic bottlenecks will be reduced. Reducing VMT directly translates to lower GHG emissions, as fewer car trips mean less fuel consumption and fewer tailpipe emissions. Well-planned networks also support sustainable transportation modes, such as electric buses, shared micro-mobility, and greenways, further minimizing environmental impacts. Compact, connected neighborhoods reduce urban sprawl, preserving natural areas and limiting the energy-intensive infrastructure required to support dispersed development. Together, these factors contribute to meeting climate goals and improving air quality in the region.

How does the project support affordable housing development programs – which may involve predevelopment costs (studies, land acquisition, entitlements, etc.) – that accelerate the supply of long-term affordable housing for lower and moderate-income households?

The purpose of the study is to accelerate long-term affordable housing that is better connected to the existing city. Proactive predevelopment is an appropriate phrase to describe this study. There are barriers in the way of development, some physical like a railroad or existing rural homes, and some based on policy, like complying with JLUS and SGMA policies. These barriers will slow housing growth if they are not addressed before developers are ready to build. The study will provide solutions to these issues so that infrastructure is planned for a built as cost-efficiently as possible, thereby reducing housing construction costs, especially for lower and moderate-income housing.

If the project is at an infill site, explain any affordability components that serve low- and moderate-income households.

This project is not located on what would traditionally be called an infill site. However, the site includes many rural residences on large lots that do not have access to water or sewer services and have limited options for circulation travel trips because of the lack of roadways, thereby increasing their trip lengths. Well-planned infrastructure will allow these areas to grow in a more compact, efficient pattern while addressing the concerns of existing residents who might otherwise demand that development around them be built at much lower densities. This will result in much more diverse housing types than would have been achieved if the expected infrastructure patterns had been carried out without the benefit of this study.

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De	epart	ment of	Transpo	rtat	ior	1? Y	es	s 🗌	No 🔽							

Housing Element Compliance

Explain how your proposed project is supporting compliance with your jurisdiction's Housing Element for the sixth cycle of the Regional Housing Needs Assessment (RHNA).

The sixth cycle RHNA plans for new housing development in both the west and south areas of this study. The study will look for ways to provide housing in those areas more efficiently and effectively. Currently, the lack of adequate circulation infrastructure and connectivity is slowing or preventing the development of new housing in these areas. For example, the General Plan called for connecting the west side development to Highway 198 with a new interchange at 21st Avenue. It appears that several physical and financial barriers will prevent that from happening. Alternatives must be found to continue to grow more housing in this area. The north and east areas of the study are also important because they are Lemoore's future, and they will need to be ready for the seventh cycle RHNA sooner than that.

Transformative Planning and Implementation Activities

Describe how the project satisfies the transformative planning and implementation activity definition. (See <u>REAP 2.0 Guidelines</u>, Attachment 2, Definition #28, Pg. 4; e.g., provides for housing, planning, or infrastructure investments supporting infill housing, and other actions that enable meeting housing goals that also result in per capita vehicle miles traveled reductions, including accelerating infill development, supporting residents through realizing multimodal communities, shifting travel behavior through reducing driving, and increasing transit ridership).

The study is attempting to accomplish transformative planning. It is meant to identify and then resolve barriers to development in a focused manner before starting a General Plan Update so that land use and circulation planning are integrated and the goals listed in the definition of transformative planning can be met.

Public Outreach

Describe completed public outreach that supports the project. Specify if public outreach is specific to the project or was conducted for a plan from which the project resulted. Particular focus should be on the methods and success of engagement with disadvantaged populations. Explain how the proposed project arose from or went through a public process to solicit community input; or if this is a planning project, explain how the scope of work includes a public outreach process.

Public outreach has not yet been conducted for this study. However, the results of past events and meetings have led us to see the need for this study. An attempt by a developer was made several years ago to build homes in the eastern Study Area. Neighborhoods in the large-lot rural county area strongly opposed him. Those meetings led the City to believe that a major public outreach effort that proposes unique land use and circulation patterns will be needed so that these residents do not stop new housing in the area. One of their concerns was increased traffic, so that is why we will focus on circulation alternatives. In another example, the southern Study Area's circulation was limited by the closure of access to SR 198 at Vine Street when that segment was upgraded to a freeway. There is interest in having a pedestrian overcrossing to reconnect the neighborhoods on each side of the freeway, allowing kids to walk to school again. All public outreach efforts will be specific to the project, to bring residents together to solve current issues and increase their comfort with future additional housing.

Benefit to Disadvantaged Populations

Describe how the project benefits or does not benefit disadvantaged populations and historically underserved communities. REAP 2.0 relies on SB 535 disadvantaged population indicators. Applicants may use a method in addition to SB 535 so long as it is adequately described. (See OEHHA Disadvantaged Communities Map).

The City of Lemoore is not considered a disadvantaged population based on the SB 535 definition. It is believed that the retired Navy personnel from Naval Air Station Lemoore now reside in Lemoore and bring in a higher than typical income, keeping Lemoore from having a disadvantaged status. Although they may not be traditionally considered "underserved," the rural residents in the Study Area lack access to most urban services like water and sewer. The study hopes to be able to keep them in their homes, provide more urban services, and develop around them in a respectful and efficient manner.

Significant Beneficial Impacts

In the following prompt, describe how the project leads to substantial changes in land use patterns and travel behaviors. (See <u>REAP 2.0 Guidelines</u>, page 8, (A)(2) for more information). Metrics should be included when demonstrating Significant Beneficial Impact. Variables or targets may include, but are not limited to, benefiting household by income group; meeting and exceeding the housing production goals of the RHNA; the number of housing units anticipated and achieved (new construction, preservation/ conservation, and rehabilitation); density; infrastructure; infrastructure capacity and accessibility; community amenities; investments; Vehicle Miles Traveled reduction goals; regional and local equity policies; and GHG reduction goals.

- 1. Explain how the project leads to substantial changes in land use patterns and travel behaviors, demonstrated by:
 - A rate of change compared to the baseline, or
 - The magnitude of impact relative to variables or targets; or
 - The proportion of need achieved; or
 - The impact relative to past trends, policies, and practices; or a significant regionwide benefit that is not small in scope. Project contributes to spreading REAP 2.0 projects throughout the region to ensure a regionwide benefit.

The study is meant to identify and then resolve barriers to development in a focused manner before starting a General Plan Update, so that land use planning and circulation planning are integrated and the goals listed in the definition of transformative planning can be met. It is believed that without this focused attention on potential barriers to housing development, new housing growth will be delayed and/or the new housing that does occur will not be well-connected, will be developed in leap-frog fashion, and may not comply with stated goals of the 2011 Joint Land Use Study (JLUS) policies. The JLUS limits city growth to the west to protect crucial flight training patterns around Naval Air Station Lemoore. The City has been told that NASL is believed to be one of the best places to train naval aviators because of the relative lack of urban intrusion on land under the naval air space. NASL provides region-wide benefits such as well-paying jobs and helping the local economy while providing important services to the nation. Changes in NASL's procedures and the new F-35 jets are requiring a change in the future land use pattern on Lemoore's west side. If future growth must be reduced there, then the other three growth areas need to be planned to accomodate more growth. This will be one of the goals of the study.

Project Risk Assessment

Describe risks associated with delivering the project according to the provided scope of work and budget. In addition, describe any risk mitigation methods that will be employed to ensure timely delivery of the project.

The City is confident that this study will be completed within the timeline provided. However, it is important to recognize that any public outreach effort involves a degree of unpredictability, as it relies on the engagement and perspectives of diverse community members. Achieving consensus on complex issues, such as new housing development, can be particularly challenging due to varying viewpoints and priorities within the community. For those who may be averse to new housing developments, the City plans to address their concerns through a proactive and area-wide approach. This strategy involves identifying potential challenges and proposing solutions at a broader scale well before specific development projects are proposed. By focusing on overarching solutions, such as infrastructure improvements, traffic mitigation, and environmental considerations, the City aims to alleviate concerns and build trust among residents. This comprehensive planning process will be integrated into the new General Plan, ensuring that any agreements or compromises reached during the public outreach phase are reflected in future policies. By prioritizing transparency, collaboration, and proactive problem-solving, the City hopes to balance the need for new housing with the community's interests and values.

California's Planning Priorities

In the following prompts describe how the project meets or does not meet the State's planning priorities. Refer to Government Code Section 65041.1.

 Explain how the project supports promotion of infill development and equity by rehabilitating, maintaining, and improving existing infrastructure that supports infill development and appropriate reuse and redevelopment of previously developed, underutilized land that is presently served by transit, streets, water, sewer, and other essential services, particularly in underserved areas, and preserves cultural and historic resources.

A well-planned circulation plan ensures that foundational elements are ready to support increased density associated with infill development. This reduces the need for costly new infrastructure and maximizes the efficiency of resources. It prioritizes development in areas that are already equipped with infrastructure, making it easier and more cost-effective to redevelop underutilized land. Improvements to circulation in underserved areas can create opportunities for affordable housing, better transit options, and access to jobs, schools, and healthcare. This supports economic mobility and helps prevent displacement by ensuring that existing residents can benefit from development efforts. The plan helps maintain the unique identity of neighborhoods while encouraging thoughtful reuse and redevelopment that respects the community's heritage.

2. Explain how the project supports protection of environmental and agricultural resources by protecting, preserving, and enhancing the state's most valuable natural resources, including working landscapes such as farm, range, and forest lands; natural lands such as wetlands, watersheds, wildlife habitats, and other wildlands; recreation lands such as parks, trails, greenbelts, and other open space; and landscapes with locally unique features and areas identified by the state as deserving special protection.

The study aims to utilize new growth areas efficiently, prioritizing strategies that balance development needs with farmland preservation. This approach reflects a commitment to sustainable growth by adopting innovative planning methods that move beyond traditional, sprawling development patterns. Protecting farmland is critical for maintaining local food systems, supporting agricultural economies, and preserving rural character. The City's General Plan already utilizes urban growth boundaries to limit encroachment on agricultural lands while channeling development into areas better suited for growth. In addition to preserving farmland, the study recognizes the importance of safeguarding natural features like wetlands, rivers, forests, and wildlife habitats. Compact growth patterns minimize disruption to these ecosystems while allowing for the incorporation of green corridors and open spaces that enhance the quality of life for residents. Compact growth reduces vehicle miles traveled, promotes energy efficiency, and lowers greenhouse gas emissions by creating walkable communities with access to public transit. This lessens the environmental footprint of new developments while maintaining agricultural land for its environmental and economic benefits.

- 3. Explain how the project encourages efficient development patterns by ensuring that any infrastructure associated with development does all of the following:
 - Uses land efficiently; and
 - Is built adjacent to existing developed areas; and
 - Is located in an area appropriately planned for growth; and
 - Is in a location served by adequate transportation and other essential utilities and services;
 and
 - Minimizes ongoing costs to taxpayers.

This is the goal of the study. Analyzing these specific areas to use land efficiently and build adjacent to existing developed areas in a well-connected manner reduces VMT. The study will encourage efficient development patterns by strategically guiding growth in ways that optimize land use, align with planned areas, and ensure accessibility to essential infrastructure and services while reducing long-term costs for taxpayers. Concentrating development in smaller areas minimizes the environmental footprint and creates communities that are more walkable and sustainable. Positioning infrastructure adjacent to existing developed areas is another key advantage of a well-planned circulation system. This approach prevents the fragmentation of urban landscapes and ensures that new growth builds upon and strengthens established communities. This continuity also reinforces the social and economic vitality of existing neighborhoods. Ensuring that development occurs in areas appropriately planned for growth is integral to maintaining orderly and sustainable urban expansion. Circulation systems aligned with regional and local growth strategies guide investments to locations identified for development, avoiding unplanned or haphazard sprawl. This alignment supports zoning policies and long-term planning goals, fostering growth that is deliberate and in harmony with community needs. Minimizing ongoing costs to taxpayers is a critical benefit of the study. The goal is to develop a circulation system that avoids or reduces the cost of expensive infrastructure components by considering alternatives to the assumed expensive circulation patterns.

Limited Scope Projects (response required if not the final phase)

For projects that are an interim phase, such as design for a project to be constructed later and with a separate funding source, describe how the larger project is expected to be delivered (timing, funding, etc.).

The results of the study will be incorporated into the upcoming General Plan Update and future Housing Elements. This will ensure that the consensus plans arrived at during the preparation of the study are codified into the General Plan and will occur as planned. The study is intended to further streamline the process of constructing new housing by proactively identifying, addressing, resolving, and building consensus of the solutions. Because of this study, these answers will be arrived at and resolved beforehand so that new housing is not delayed because of unresolved issues.

Other Information

Elaborate on any pertinent information that was not discussed in any other response.

Lemoore is at a crucial stage in its growth as a city. It is notable that other cities with poor circulation planning when they were at populations similar to Lemoore's current population are still dealing with these circulation problems now that they are two or three decades older. It is intended that this study become a crucial component and talking point at the beginning of Lemoore's next General Plan Update.

Local Support
Is the project in a locally or regionally adopted plan? Yes ☐ No ✓ If yes, please:
 specify the name of the plan: The project will inform future Plans.
 indicate the date the plan was adopted:
Describe any demonstrated community support for the project. Attach any relevant documentation, including letters of support.
See attached letters of support.
Consistency with Sustainable Communities Strategy
This question is to be completed by KCAG staff following submittal.
Is the project consistent with the <u>2022 Kings County Sustainable Communities Strategy</u> ?
Yes ✓ No □

Section V – Scoring and Awarding of Funding

An application scoring committee representative of regional stakeholders will be assembled to review applications. All received applications will be ranked by individual scorers and the individual rankings will be averaged to consolidate project rankings. The REAP Technical Advisory Committee will review application rankings and make a recommendation to the KCAG Commission for projects recommended for funding. The KCAG Commission will review application rankings and the REAP Technical Advisory Committee's recommendation and select

projects for inclusion in KCAG's full application to the State. Prior to award, the applicable State agencies must approve of KCAG's full application. Applicants will be informed of application status at each step of the process.

Any information provided within this application may be considered by the scoring committee. Individual projects may be assessed on REAP 2.0 goals and objectives, VMT reduction, transformative nature of the project, threshold requirements, consistency with existing plans, public and/or stakeholder outreach completed for the project, benefit to disadvantaged communities, project risk assessment, leverage of funds used, leverage to attract additional public or private investment, and others. The final review criteria will be informed by the public process and approved by the California Department of Housing and Community Development (HCD).

Information beyond what is required in this application may be required in the development of the region's full application to HCD. If a project is recommended for inclusion in the full application by the KCAG Commission, KCAG staff will work collaboratively with the applicant to ensure completeness of the full application.

Section VI - Applicant Signatures

The undersigned affirm that the statements contained in the application package are true and complete to the best of their knowledge.

Acknowledgments

Initial each acknowledgement.

- 1. Prior to award, a resolution of the governing body will be required. Initial: MS
- 2. If awarded, a legally binding agreement between KCAG and the project sponsor will be required. Initial: \mathcal{MI}
- 3. Applicant acknowledges that all program funds must be fully expended by June 2026 with no possibility of extension. Initial: $M\mathcal{F}$
- Applicant acknowledges scope of work changes are subject to approval by the KCAG Commission and/or the California Department of Housing and Community Development (HCD), as required. Initial: <a href="M\$\mathcal{M}\$\mathcal{J}\$
- Applicant agrees to oversight and/or auditing as required by KCAG, HCD, or HCD's State agency REAP 2.0 partners. Initial: <u>MJ</u>
- Applicant agrees to work collaboratively with KCAG staff in the development of the region's full application to HCD, if project is recommended for award. Initial: MJ

Agency or Organization Official (as applicant):

Name: Marissa Trejo

Title: City Manager

Signature:

Date: 10/25/2024

Section III - Project Scope of Work and Budget

Future Residential Growth Study

RESPONSIBLE PARTIES

The City of Lemoore (City) and QK (Consultant). QK is the City's contract City Planner and contract City Engineer. They were selected through a competitive RFP process and the below-described scope of work fits within the general scope of work within their contract for services.

SCOPE OF WORK

One of the goals of REAP 2.0 is to use feasibility studies to determine the most efficient locations to site housing. The Future Residential Growth Study would do that. As Lemoore approaches the end of its current General Plan, there are several constraints to future residential growth that will slow or prohibit residential development if not analyzed and dealt with. This is true no matter which way the City tries to grow. Each area has constraints that need specific attention through urban design analysis, infrastructure planning, and frank discussions with property owners.

Westside: west of Highway 41, between the Union Pacific RR tracks and Highway 198. NASL wants the City to limit residential growth in this area. If the City does that, then areas in the north, east, and south must be expanded.

Northside: north of Hanford-Armona Road, between Highway 41 and 18th Avenue. There are several rural residences in the County that could halt annexation into the City if they wanted to. The City needs to reach out to them and work with them to ensure that they do not stop housing growth in the north.

Eastside: east of Lemoore Canal, between Hanford-Armona Road and Highway 198. There are similar concerns with property owners in the County on the east side of the City, east of Lemoore Canal. The Study would look at how they can maintain what they have while allowing more housing in the area.

Southside: West of Champion Street, between Highway 198 and Iona Avenue. There are opportunities to increase the amount of housing that can be constructed in this area if the City takes a more proactive approach to planning the infrastructure improvements in the area.

PHASE 1.0 DEFINE CONSTRAINTS IN THE FOUR GROWTH AREAS

The Consultant and the City will define the issue and constraints to housing growth in each of these four areas. This will include looking at infrastructure deficiencies, property owner annexation protest rights, and the current General Plan for the areas for both land use and circulation.

PHASE 2.0 MEETINGS WITH STAKEHOLDERS

The City and the Consultant will meet with stakeholders to discuss options for land use and circulation concepts in the growth areas. Stakeholders will include Caltrans, LAFCO, Union Pacific Railroad, Lemoore Canal Company, West Hills College, and major landholders.

PHASE 3.0 MEETINGS WITH PROPERTY OWNERS

The City and the Consultant will hold property owner outreach meetings to discuss future growth concepts and receive feedback from existing rural residents. The discussion will include questions and answers about the annexation process. Each meeting would focus on one of the four areas.

PHASE 4.0 CIRCULATION CONCEPTS

Circulation is a crucial component of good planning in Lemoore. Since the Railroad, two freeways, and the Lemoore Canal all are barriers to efficient local circulation, the proper placement of arterial and collector streets as well as freeway, railroad, and canal crossing is even more important to ensure effective circulation and reduction in vehicle miles traveled. The Consultant and the City will develop circulation concepts in the new growth areas that will respect existing rural residences and allow for effective residential development in these new areas. The circulation concepts will be used to inform the land use concepts that promote additional housing growth that is well connected to the rest of the city.

PHASE 5.0 PREPARE STUDY

The Consultant and the City will prepare a Study that combines all that was learned in the previous phases, makes recommendations for land use and circulation changes in these growth areas and provides a process for implementing them. It is anticipated that many of the changes will be incorporated into the upcoming City General Plan Update.

PHASE 6.0 ACCEPTANCE MEETINGS

The City Council and Planning Commission will have the opportunity to review and give direction regarding the results and recommendations in the Study.

DELIVERABLES

- Memo defining the constraints in each of the four growth areas.
- Stakeholder and property owner meeting notes.
- Future Residential Growth Study.

TIMELINE

Phase	Description	Duration
1.0	Define Constraints in the Four Growth Areas	2 months
2.0	Meetings with Stakeholders	6 months
3.0	Meetings with Property Owners	6 months (concurrently with 2.0)
4.0	Circulation Concepts	4 months
5.0	Prepare study	3 months
6.0	Acceptance Meetings	3 months
	Total Duration	18 months

FEE ESTIMATE

Phase	Description	Consultant Estimated Costs	City Estimated Costs
1.0	Define Constraints in the Four Growth Areas	\$11,500	\$1,000
2.0	Meetings with Stakeholders	\$18,500	\$8,000
3.0	Meetings with Property Owners	\$24,200	\$8,000

Phase	Description	Consultant Estimated Costs	City Estimated Costs
4.0	Circulation Concepts	\$19,700	\$2,000
5.0	Prepare study	\$18,600	\$3,000
6.0	Acceptance Meetings	\$2,500	\$3,000
	Subtotal	\$95,000	\$25,000
		\$120,000	

5260 N. Palm Avenue, Suite 321, Mail Stop M Fresno, California 93704

October 25, 2024

Writer's Direct Contact: (559)288-0688

City of Lemoore 711 W. Cinnamon Drive Lemoore CA 93245

Re: City of Lemoore REAP 2.0 Planning Grant Application

To Whom It May Concern:

I support the City's request to utilize REAP 2.0 funds for infrastructure planning necessary to support development, including new housing and new residents. I also support the use of funds for feasibility studies to determine the most efficient locations to locate housing for both infill lots and new growth.

It is important to explore any avenue that will accommodate future development. That is why I support the City's proposal to conduct studies that will identify future residential growth areas, infrastructure needs that will accelerate infill lot development for housing, and new ways to increase water supply to accommodate more housing.

I fully support the creation of a master plan to identify specific growth areas that can be incorporated into the City's next General Plan Update, an infill lot information database to identify infrastructure needs that can be passed on to developers quickly thereby expediting processes which should make infill lot development more attractive and accelerate residential development, and analyzing options for increasing domestic water supply coming from or near the City's well fields adjacent to the Kings River.

Sincerely,

Jeffrey T. Roberts Entitlement Director Assemi Group, Inc.



October 25, 2024

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Sincerely,

Orlando Ramirez

Ramirez Land Planning, Inc. orlando@ramirezplanning.com

(559) 999-1963



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It is important to explore any avenue that will accommodate future development. That is why I support the City's proposal to conduct studies that will identify future residential growth areas infrastructure needs that will accelerate infill lot development for housing, and new ways to increase water supply to accommodate more housing.

I fully support the creation of a master plan to identify specific growth areas that can be incorporated into the City's next General Plan Update, an infill lot information database to identify infrastructure needs that can be passed on to developers quickly thereby expediting processes which should make infill lot development more attractive and accelerate residential development, and analyzing options for increasing domestic water supply coming from or near the City's well fields adjacent to the Kings River.

Sincerely,

Jacob Soroudi

Rural Development Manager

AMG & Associates, LLC

WESTLAKE CONSULTING LLC

October 25, 2024

City of Lemoore 711 W. Cinnamon Drive Lemoore CA 93245

Re: City of Lemoore REAP 2.0 Planning Grant Application

To Whom It May Concern:

I support the City's request to utilize REAP 2.0 funds for infrastructure planning necessary to support development, including new housing and new residents. I also support the use of funds for feasibility studies to determine the most efficient locations to locate housing for both infill lots and new growth.

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Sincerely,

Chris Westlake

Chris Westlake, Principal

City of Lemoore 711 W. Cinnamon Drive Lemoore CA 93245

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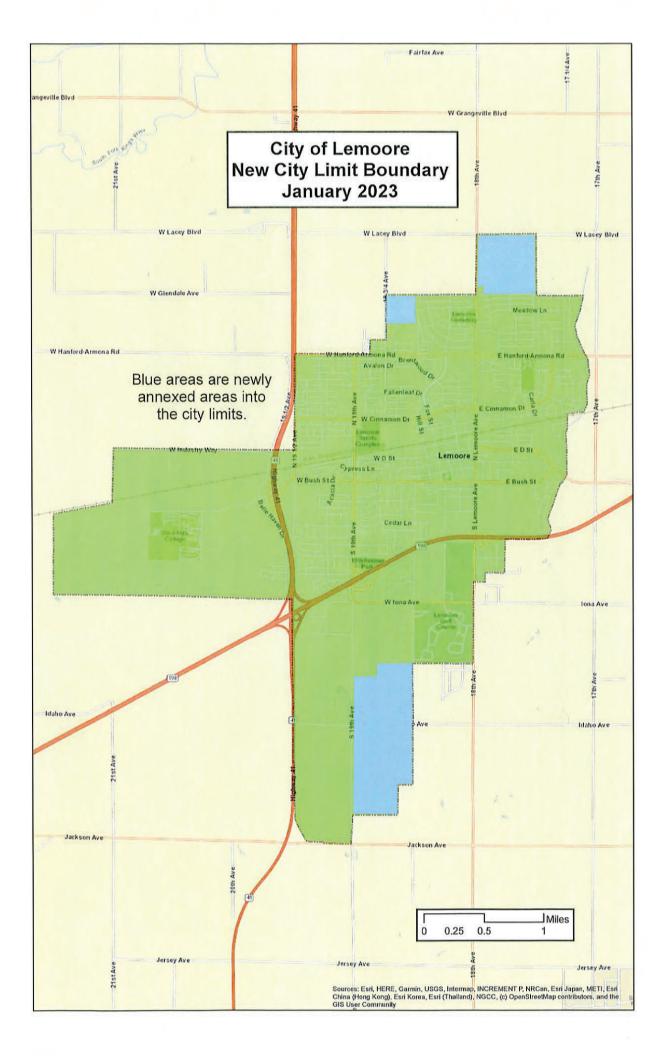
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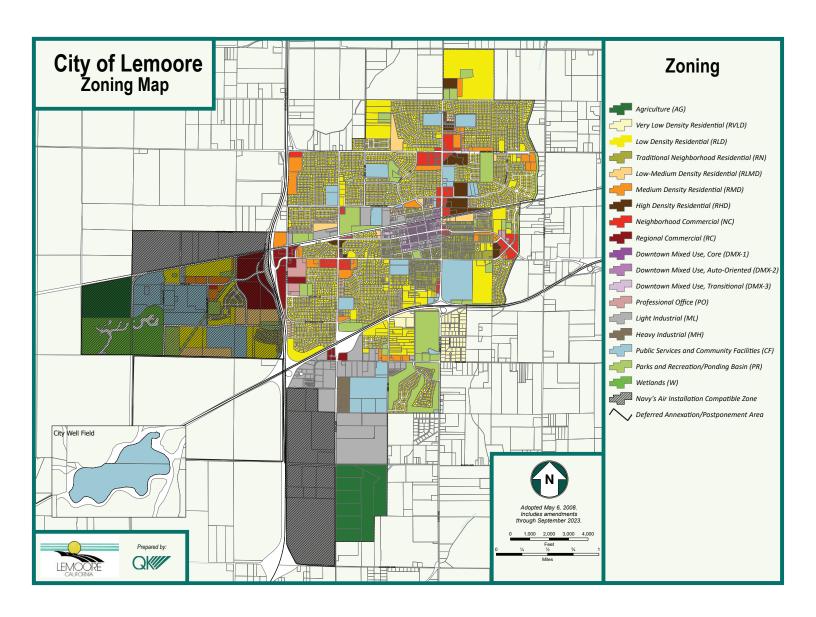
Sincerely,

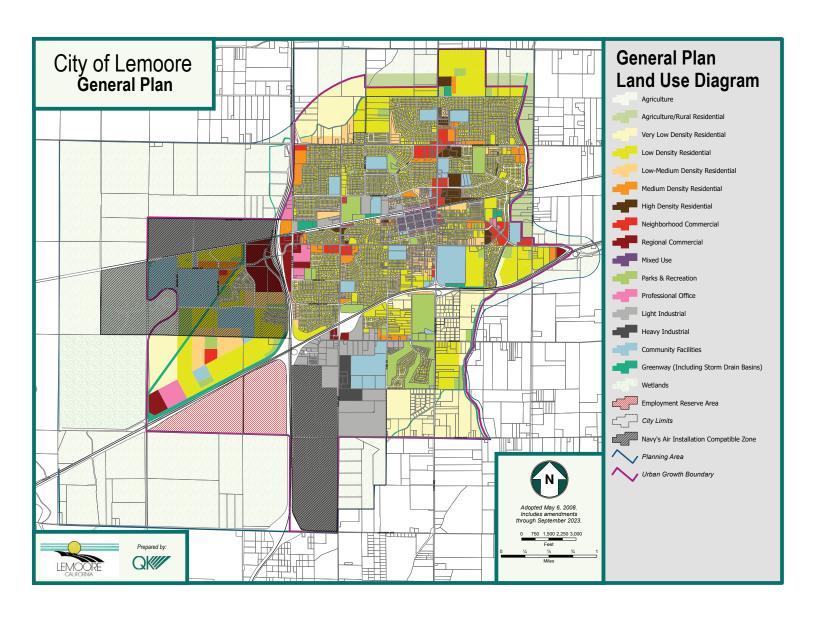
Richard Torosian, Partner Master Storage 365

Richard Torosian

(559) 917-1635







MEMORANDUM OF UNDERSTANDING

BETWEEN

KINGS COUNTY ASSOCIATION OF GOVERNMENTS AND CITY OF LEMOORE

FOR

SUBALLOCATION OF REGIONAL EARLY ACTION PLANNING FUNDS

THIS Memorandum of Understanding (MOU), entered into this _____ day of _____, 2025, by and between the Kings County Association of Governments, hereinafter referred to as "KCAG" and City of Lemoore, hereinafter referred to as "GRANTEE" with respect to the following recitals:

WITNESSETH:

WHEREAS, the State of California (the "State"), Department of Housing and Community Development (HCD) is authorized to provide up to \$480,000,000 in non-competitive funding available to the state's Metropolitan Planning Organizations (MPOs) for planning and implementation activities under the Regional Early Action Planning (REAP) 2.0 Grant Program; and

WHEREAS, the Kings County Association of Governments (KCAG) submitted an application to HCD for REAP 2.0 funds consistent with the Notice of Funding Availability and Final Guidelines - Metropolitan Planning Organization Allocation Regional Early Action Planning Grant (REAP 2.0), attached as Exhibit "A"; for the purpose of suballocation available funding to eligible projects; and

WHEREAS, on April 11, 2023, the State Department of Housing and Community Development signed Standard Agreement No. 22-REAP2-17549 between KCAG and the State Department of Housing and Community Development providing \$1,733,320 in REAP 2.0 funding to KCAG, attached as Exhibit "B"; and

WHEREAS, on August 26, 2024, KCAG developed a REAP 2.0 Local Suballocation Grant Program ("Grant Program") and issued a call for applications from its member agencies; and

WHEREAS, the GRANTEE developed and submitted a REAP 2.0 Local Suballocation Grant Program Application for a "City of Lemoore Future Residential Growth Study" ("Grant Application"), attached as Exhibit "C"; and

WHEREAS, on December 11, 2024, the KCAG Commission approved the REAP 2.0 Local Suballocation Grant applications and authorized the Executive Director to enter into an agreement with GRANTEE.

NOW THEREFORE, IT IS AGREED, by and between KCAG and the GRANTEE as set forth below.

1. CONTRACT ORGANIZATION AND CONTENT:

This MOU is fully comprised of these terms and the attached exhibits: "Exhibit "A" Notice of Funding Availability (NOFA) and Final Guidelines - Metropolitan Planning Organization Allocation Regional Early Action Planning Grant (REAP 2.0); "Exhibit B" State of California-Department of General Services Standard Agreement 22-REAP2-17549; and "Exhibit C" REAP 2.0 Local Suballocation Grant Program application for a "City of Lemoore Future Residential Growth Study"; all of which are incorporated herein by this reference.

GRANTEE'S OBLIGATIONS:

A. <u>Scope of Work:</u> The work to be conducted by GRANTEE is specified in the REAP 2.0 Local Suballocation Grant Program Application for a City of Lemoore Future Residential Growth Study as set forth in "Exhibit C" approved by the KCAG Commission on December 11, 2024. GRANTEE shall comply with all Program requirements contained in the REAP 2.0 NOFA and Final Guidelines for MPO Applicants as set forth in "Exhibit A".

KCAG shall only be obligated to make payments to the GRANTEE for work performed as part of the approved REAP 2.0 Local Suballocation Grant Program Application and the REAP 2.0 NOFA and Final Guidelines for MPO Applicants up to the maximum amount of \$172,728 ("Grant Funds").

The GRANTEE shall use the Grant Funds in accordance with the approved REAP 2.0 Local Suballocation Grant Program Application it submitted and the REAP 2.0 NOFA and Final Guidelines for MPO Applicants.

- B. <u>Time for Completion</u>: Time is of the essence in this MOU. The term for this MOU shall begin on the "Effective Date" of this MOU and continue until June 30, 2026, hereinafter referred to as the "Completion Date", unless terminated earlier as provided herein.
- C. <u>Project Status Reporting</u>: The GRANTEE shall provide KCAG with monthly reports and a final report as specified in Section 3 of this MOU, which shall include an accounting of Grant Fund expenditures. The GRANTEE shall retain a copy of payment records, invoices, receipts, and any other documentation requested by KCAG for all Grant Fund expenditures.

3. SUBALLOCATION AWARD:

- A. <u>Suballocation Grant Award</u>: Notwithstanding any other provision in this MOU, the total Grant Funds disbursed to GRANTEE shall not exceed \$120,000.00. (Grant Suballocation Funds)
- B. <u>Progress Payments</u>: KCAG shall request and receive from HCD payments of an allowable amount in advance of GRANTEE's first invoice. KCAG shall thereafter make progress payments to GRANTEE upon receipt and approval by KCAG and HCD of

GRANTEE's invoice and progress report. Progress billings and reports in arrears may be submitted as often as monthly. KCAG shall thereafter submit the required reports to HCD to account for the Grant Funds expensed for City of Lemoore Future Residential Growth Study project and in compliance with the Audit provisions of the Standard Agreement No. 22-REAP2-17549 ("Exhibit B").

- C. <u>Invoices</u>: Invoices for reimbursement shall provide a summary of work completed by task (based on clear deliverables outlined in the Grant Application as set forth in "Exhibit C". If KCAG disagrees with any aspect of the invoice, including amount, percent complete or supporting documents, KCAG will notify GRANTEE in writing within ten (10) days of receipt of invoice. If the invoice is not contested, KCAG shall submit eligible cost to HCD for reimbursement. KCAG shall remit payment thereof to GRANTEE within thirty (30) days of receipt of the funds from HCD.
- D. <u>Billing Format and Content</u>: Invoices for payment shall refer to or comply with the provisions of "Exhibit B" State of California-Department of General Services Standard Agreement 22-REAP2-17549, or as may be specified in a written notice by KCAG. Specific budget category detail is given below:
 - i. <u>Direct Labor and Fringe Benefits</u>: All direct labor charges should be billed by class of employee, rate per hour, and number of hours. (Anticipated personnel cost-of-living or merit increase, if any, should be reflected in the budget).
 - ii. Other Direct Costs: All direct costs billed must be specifically identified. Any travel costs may not exceed the applicable California Department of Human Resources HR Manual Section 2203 per diem rates and mileage rates shall be reimbursed at the IRS established standard mileage rate. Any other direct costs not specifically identified in the project budget of the Grant Application, attached as "Exhibit C" cannot be reimbursed.
 - iii. <u>Narrative</u>: The invoice should include a description of task(s) completed during the invoice period and a discussion of task(s) currently underway.

E. Allowable Uses of Grant Suballocation Funds:

- i. KCAG shall not award or disburse funds unless it determines that the Grant Suballocation Funds shall be expended in compliance with the terms and provisions of the Statute and Guidelines which include associated forms and guidance, approved applications and this MOU.
- ii. Grant Suballocation Funds shall only be used by the GRANTEE for project activities approved by HCD and KCAG that involve planning and implementation activities in accordance with the Statue and Guidelines.
- iii. Grant Suballocation Funds may not be used for the administrative costs of persons employed by the GRANTEE for activities not directly related to eligible activities.
- iv. The GRANTEE shall use no more than 5 percent of the Grant Suballocation Funds amount for costs related to administration of the project as described in the Guidelines.

- v. The GRANTEE may use a subcontractor and GRANTEE shall be accountable to KCAG to ensure subcontractor's performance of the subcontract shall comply with all the requirements of the Grant Program.
- vi. After the MOU has been executed by KCAG and all parties, approved and eligible costs for eligible activities may be reimbursed for the City of Lemoore Future Residential Growth Study upon completion of deliverables or paid in advance in accordance with the scope of work and subject to the terms and conditions of this MOU.
- F. <u>Allowable Costs and Documentation</u>: All costs charged pursuant to this MOU by GRANTEE shall be supported by properly executed payrolls, time records, invoices, and vouchers, evidencing in proper detail the nature and propriety of the charges, and shall be costs allowable as determined by Title 48 Code of Federal Regulations, Chapter 1, Part 31 (Contract Cost Principles and Procedures), Subpart 31.2 (Contracts with Commercial Organizations), as modified by Subpart 31.103. GRANTEE shall also comply with Title 49, Code of Federal Regulations, Part 18, (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) in the procurement of services, supplies or equipment.
- G. <u>Disallowed Costs</u>: Any costs for which the GRANTEE receives reimbursement or credit that is determined by a subsequent audit or other review by either KCAG, HCD or other State authorities to be ineligible or otherwise unallowable, are to be repaid by the GRANTEE within thirty (30) days of the GRANTEE receiving notice of audit findings and a penalties or related fees, as determined by HCD or other State authorities. Should the GRANTEE fail to reimburse unallowable costs due to KCAG within thirty (30) days of demand, or within such other period as may be agreed between both parties hereto, KCAG is authorized to withhold future payments due to the GRANTEE.

4. ADMINISTRATION OF MOU BY KCAG:

- A. <u>KCAG Project Manager</u>: The Executive Director of KCAG shall act as the KCAG Project Manager and represent KCAG in carrying out the provisions of this MOU. The GRANTEE will communicate with and receive instructions only through the KCAG Project Manager or designated representative.
- B. <u>Document Review</u>: KCAG shall give reasonable prompt consideration to all documents and matters submitted by the GRANTEE for approval to the end that there will be no substantial delays in the GRANTEE's project schedule.
- C. <u>Communications</u>: Communications between the GRANTEE and KCAG officials and employees shall be provided through the KCAG Project Manager or his/her designee. Access to pertinent KCAG records and documents shall also be provided through the KCAG Project Manager or his/her designee.
- 5. NOTICES: All notices, claims, correspondence, reports and/or statements authorized and/or required by the terms of this MOU shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, and addressed to the parties as follows:

To KCAG:

To the GRANTEE:

Terri King KCAG Executive Director 339 W. D Street, Suite B Lemoore, CA 93245 Marissa Trejo, City Manager City of Lemoore 711 W. Cinnamon Dr. Lemoore, CA 93245

Notice shall be deemed effective on the date personally delivered, or if mailed, three (3) days following the date of deposit with the United States Postal Service.

6. TERMINATION OF MOU:

KCAG shall have the right to terminate the MOU in whole or in part for cause, for convenience. The following termination provisions apply:

- A. Termination for Cause. KCAG shall have the right to terminate the MOU, in whole or in part, for cause upon a determination that the GRANTEE is in default of its own Grant Program Application or this MOU. Unless a shorter time is determined by KCAG to be necessary, KCAG shall effect termination according to the following procedure:
 - i. Notice to Cure. KCAG shall give written notice of the conditions of default signed by the Executive Director, setting forth the ground or grounds upon which such default is declared ("Notice to Cure"). The GRANTEE shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default(s). The Executive Director of KCAG may temporarily suspend services under the MOU pending the outcome of the default proceedings pursuant to this section.
 - ii. Opportunity to be Heard. If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, the Executive Director of KCAG may declare the GRANTEE in default. Before the Executive Director may exercise his or her right to declare the GRANTEE in default, the GRANTEE must be given an opportunity to be heard upon not less than five (5) business days' notice. The Executive Director may, in his or her discretion, provide for such opportunity to be in writing or in person. Such opportunity to be heard shall not occur prior to the end of the cure period but notice of such opportunity to be heard may be given prior to the end of the cure period and may be given contemporaneously with the Notice to Cure.
 - iii. Notice of Termination. After an opportunity to be heard, the Executive Directory may terminate the MOU, in whole or in part, upon finding the GRANTEE in default. The Executive Director of KCAG shall give the GRANTEE written notice of such termination ("Notice of Termination"), specifying the applicable provision(s) under which the MOU is terminated and the effective date of termination. If no date is specified in the Notice of Termination, the termination shall be effective either ten (10) days from the date the notice of personally delivered or fifteen (15) days from the date the Notice of Termination is sent by other method. The Notice of Termination shall be personally delivered, sent by certified mail (return receipt requested), or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope and properly addressed to GRANTEE.

- B. Termination for Lack of Funding. The GRANTEE acknowledges, understands and agrees that KCAG, a local agency, is dependent upon State appropriations for the funding of the REAP 2.0 Grant Program. In the event State or governmental funds are not appropriated, are terminated, suspended, reduced, or otherwise not made available to support this REAP 2.0 Grant Program, then KCAG shall terminate this MOU and shall have no further obligation to GRANTEE under this MOU. KCAG shall provide written notice to GRANTEE and this MOU shall terminate without penalty or expense to KCAG. The written Notice of Termination For Lack of Funding shall be personally delivered, sent by certified mail (return receipt requested), or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope and properly addressed to GRANTEE.
- 7. OWNERSHIP OF DOCUMENTS: All documents, drawings, maps, models, photographs, reports or other materials prepared by GRANTEE in relation to the Grant Program activities are and shall remain the property of GRANTEE. However, GRANTEE shall provide KCAG with all documents in an electronic format specified by KCAG at any time upon request. GRANTEE shall not withhold such documents due to any disputes with KCAG regarding payment or services under this MOU. KCAG may retain a copy of such documents for archival purposes.
- 8. INDEMNITY: GRANTEE agrees to defend and indemnify, hold harmless and release KCAG and its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including GRANTEE, to the extent arising out of or as a result of any negligent acts or omissions or willful misconduct in the performance of services by GRANTEE or its agents or assigns hereunder, and proportionally if there is any concurrent negligence on the part of KCAG, but excluding liability due to the gross negligence or willful misconduct of KCAG.

9. INSURANCE:

- A. <u>General Liability Insurance</u>: The GRANTEE shall, at its sole expense, obtain and keep in full force and effect for the duration of this MOU, general public liability and property damage insurance, from an insurance carrier authorized to transact business in California, which includes automobile liability insurance in a combined single limit of not less than \$1,000,000. Said insurance coverage shall include KCAG, its officers, employees and agents, as additional insured and shall contain a provision that the insurance shall not be canceled without thirty (30) days prior written notice to KCAG.
- B. <u>Worker's Compensation</u>: The GRANTEE shall at its sole cost and expense obtain and keep in full force and effect for the duration of this MOU workers' compensation insurance as required by law.
- C. <u>Term of Coverage</u>: The GRANTEE shall at his/her own expense maintain coverage in conformance with above requirements with the carrier providing the coverage pursuant to this MOU for a period of three (3) years after the termination of this MOU. In lieu of maintenance of coverage with the same carrier, GRANTEE shall secure coverage of the extended recovery period with a carrier approved by KCAG for a period ending not earlier than three (3) years after the term of this MOU.
- D. <u>Certificates of Insurance</u>: A Certificate for each such insurance policy shall be submitted to KCAG within thirty days of execution of this MOU.

- 10. RECORDS: GRANTEE agrees to make available upon reasonable notice to KCAG, or KCAG's auditor or the State of California or the United States, or any duly authorized representative thereof, its books, records, documents, and any and all other evidence of all work or services performed or accounting of costs or expenses incurred in the performance of this MOU, for inspection, examination and copying at all reasonable times, at GRANTEE's place of business, or other mutually agreeable location in California. GRANTEE agrees to organize and maintain in accordance with general business standards and generally accepted accounting procedures any and all pertinent books and records pertaining to the goods and services furnished under the terms of this MOU. All records pertaining to the Project or this MOU shall be maintained for three (3) years from the date of final payment by KCAG. GRANTEE hereby agrees to cooperate with KCAG, or KCAG's auditor or the State of California or the United States, or any duly authorized representative thereof, by making all appropriate and relevant City of Lemoore Future Residential Growth Study Project records available for audit and copying.
- 11. CONFLICT OF INTEREST: GRANTEE, its employees, contractors, and assigns, shall have no interest, nor acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this MOU.
- 12. ASSIGNMENT AND SUBCONTRACTING: Except as otherwise allowed expressly hereunder, GRANTEE shall not assign, transfer, or subcontract this MOU or any interest herein without prior written approval of KCAG.
- 13. INDEPENDENT CONTRACTOR: GRANTEE is an independent contractor and neither GRANTEE nor any employee or subcontractor of GRANTEE is an employee of KCAG. GRANTEE shall retain the right to exercise full control and supervision of its officers, employees and agents in the provision of services hereunder, and full control over the employment, direction, compensation and discharge of officers, employees and agents. GRANTEE shall be solely responsible for payment of its employees and compliance with social security, workers compensation, unemployment insurance, and income tax withholding and all laws and regulations governing such matters.
- NON-DISCRIMINATION CLAUSE: During the performance of this MOU, GRANTEE and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identify, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status. GRANTEE shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. GRANTEE and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12900 et. Seg.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, part 1, Division 3, Title 2 of the Government Code (Government Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. GRANTEE shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance

with this clause. GRANTEE and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) GRANTEE shall include the non-discrimination and compliance provisions of this section in all subcontracts to perform work under this MOU.

- 15. ENERGY CONSERVATION: GRANTEE shall comply with mandatory standards and policies relating to energy efficiency which are contained in the California State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub., L. 94-163).
- 16. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
 - A. If for this MOU, GRANTEE made a commitment to achieve small business participation, then GRANTEE must within sixty (60) days of receiving final payment under this MOU report to the awarding department the actual percentage of small business participation that was achieved. (Government Code § 14841.)
 - B. If for this MOU, GRANTEE made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then GRANTEE must within sixty (60) days of receiving final payment under this MOU certify in a report to the awarding department: (1) the total amount the prime Contractor received under this MOU; (2) the name and address of the DVBE(s) that participated in the performance of the MOU; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the MOU have been made to the CVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty in violation. (Mil. & Vets. Code §999.5(d); Government Code §14841.)
- 17. COMPLIANCE: GRANTEE shall comply with all current Federal, State, and local laws, ordinances, and regulations applicable in carrying out its obligations under this MOU. GRANTEE's failure to so comply shall constitute a material breach of this MOU.
- 18. JURISDICTION AND VENUE: This MOU shall be administered and interpreted under the laws of the State of California. Venue for any litigation arising from the MOU shall be the Superior Court for the State of California in Kings County, California. GRANTEE hereby waives the provisions of section 394 of the California Code of Civil Procedure.
- 19. SEVERABILITY: If any part of this MOU is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the MOU shall be in full force and effect.
- 20. INTEGRATION & AMENDMENTS: This MOU including the recitals and exhibits represents the entire understanding of the parties as to those matters contained herein and supersedes all prior negotiations, representations or agreements, either written or oral. This MOU may be amended only by written instrument, signed by both KCAG and GRANTEE.
- 21. USE OF KCAG PROPERTY: GRANTEE shall not use KCAG premises, property (including equipment, instruments and supplies), or personnel for any purpose other than in the performance of GRANTEE's obligations under this MOU.

22. AUTHORITY: Each signatory t MOU and to bind the Party to which its	o this MOU represents that it is authorized to enter into this signature represents.
IN WITNESS WHEREOF, this MOU is	executed on the day and year first above written.
Terri King, Executive Director Kings County Association of Governments	Date
Marissa Trejo, City Manager City of Lemoore	Date
APPROVED AS TO FORM:	
Counsel Kings County Association of Governments	Date

EXHIBIT A

Notice of Funding Availability and Final Guidelines - Metropolitan Planning Organization Allocation Regional Early Action Planning Grant (REAP 2.0)

EXHIBIT B

State Department of Housing and Community Development signed Standard Agreement No. 22-REAP2-17549 between KCAG and the State Department of Housing and Community Development

EXHIBIT C

City of Lemoore: REAP 2.0 Local Suballocation Grant Program Application for a "City of Lemoore Future Residential Growth Study"

339 W. D Street, Suite B Lemoore, CA 93245 Tel. (559) 852-2654 Fax (559) 924-5632 www.kingscog.org

Member Agencies: Cities of Avenal, Corcoran, Hanford and Lemoore, County of Kings

February 27, 2025

Marissa Trejo, City Manager City of Lemoore 711 W. Cinnamon Drive Lemoore. CA 93245

RE: Memorandum of Understanding for the REAP 2.0 KCAG Local Suballocation Grant

Program MOU

Dear Marissa Trejo:

The Kings County Association of Governments (KCAG) is pleased to provide you with the Memorandum of Understanding (MOU) for development of the City's project for the Regional Action Planning Program (REAP 2.0) Local Suballocation Grant Program.

Provided for your review is the enclosed final MOU, including the attachments for the Notice of Funding Availability and Final Guidelines - Metropolitan Planning Organization Allocation Regional Early Action Planning Grant; State Department of Housing and Community Development signed Standard Agreement No. 22-REAP2-17549 between KCAG and the State Department of Housing and Community Development; and REAP 2.0 Local Suballocation Grant Program application for a "City of Lemoore Water Supply Study". Following your review and approval of the MOU, KCAG will provide you with two copies of the final MOU for your signature.

If you should have any questions, please feel free to contact Terri King at terri.king@co.kings.ca.us or (559) 852-2678.

Sincerely,

KINGS COUNTY ASSOCIATION OF GOVERNMENTS

Terri King, Executive Director

Teni King

Regional Early Action Planning Grants Program – 2021 REAP 2.0 Local Suballocation Grant Program



APPLICATION

August 26, 2024

APPLICATIONS ARE DUE BY 5:00 PM ON:

October 25, 2024

PLEASE SUBMIT 1 ELECTRONIC COPY (PDF) OF THE APPLICATION TO:

Terri King
KCAG Executive Director
Terri.King@co.kings.ca.us

<u>Project Title</u> : Water Sup	ply Study	,
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Section I - Applicant Information
Implementing Agency/Organization: City of Lemoore
Agency/Organization Address: 711 W Cinnamon Drive
Contact Name/Title: Kristie Baley, Management Analyst
Contact Phone: (559) 924-6744 Contact Email: kbaley@lemoore.com
If this is a joint application, please list co-applicants: No.
If your agency is submitting multiple applications, please prioritize them below. (Example: 1 of 3 1. Future Residential Growth Study 2. Infill Development Accelerating Project 3. Water Supply Study
Eligibility Indicator
This application is submitted by: (select one)
Local Government
Regional Government
☐ Housing Authority
☐ School District
☐ Special District
Community-Based Organization
☐ Tribal Entity
Eligibility Category
This application is submitted for a project in the following category: (select one or more)
Accelerating Infill Development
Realizing Multimodal Communities
☐ Shifting Travel Behavior through Reducing Driving
☐ Increasing Transit Ridership

<u>Funding</u>			
Total Cost of project: \$ 95,000			
Amount of REAP 2.0 funds requested for project:	\$ 95,000		
Will other sources of funding be used to help delive	er the project?	Yes 🗌 No 🌠	
If yes, identify the source and amount of funds from	n other sources com	pared to project total:	
Source:	\$	%	
Source:	\$	%	
Source:	\$	%	
Is the applicant willing to receive a partial awarequested)? Yes \checkmark No \square	ırd of REAP 2.0 F	⁻ unds (less than amo	ount
If yes, what is the minimum amount of funding that	is acceptable? \$ 8	5,000	
Section II - Project Information			
Project Title: Water Supply Study			
Project Category			
☐ Capital Project			
☐ Pre-construction for a Capital Project			
✓ Planning or Study			
Program			
☐ Other, please describe project category			

<u>Project Description</u>: Provide a description of the proposed project, e.g., develop bikeway plan; contribution to affordable housing development; construct new sidewalks; construct bicycle path; etc.

The City of Lemoore is proposing to prepare a Water Supply Study to evaluate the existing water supply infrastructure and determine appropriate improvements and upgrades to support the City's growth and facilitate development of more housing for low- and moderate-income households. Lemoore has a Water Master Plan that was adopted in February 2020, but the Plan does not account for restrictions that are expected to be put into place in the near future due to SGMA requirements. This Study is crucial in identifying new water supply sources so that the City can accommodate new development and will become a supporting document to the Water Master Plan. The Water Supply Study will meet the requirements of the Regional Early Action Planning (REAP) 2.0 program by supporting infill development, reducing Vehicle Miles Traveled (VMT), increasing housing supply at all affordability levels, affirmatively furthering fair housing, and facilitating the implementation of adopted regional and local plans related to increasing the availability of diverse housing options. One of the ideas to be studied will be to investigate possible expansion of the City's water well fields adjacent to the Kings River. The activity is consistent with the REAP 2.0 guidelines, which mention "Upgrading infrastructure for sewer, water, and dry utility systems that may serve affordable infill housing" as an example of an eligible activity. The study is a critical supporting document that will assist in guiding infrastructural upgrades, and ensuring future capital investments align with the program's goals. This activity has a nexus to all three REAP 2.0 Program Objectives. The Study will identify infrastructure improvements that encourage and support higher-density housing within the existing urbanized area of Lemoore. Although Lemoore is not considered a disadvantaged community, to affirmatively further fair housing in Lemoore, it is important to address water infrastructure in under served areas, which can be accomplished through studying options for new wells and for water storage that could be utilized for groundwater recharge or for water banking in wet years. Lastly ensuring our City has adequate water infrastructure, which can be accomplished by analyzing these options for compliance with the new policies and rules that have come out of the Groundwater Sustainability Act (GSA). The study will guide future investments to facilitate the development of higher-density housing options that will, in turn, reduce vehicle miles traveled by prioritizing inward urban expansion to reduce outward urban expansion.

<u>Project Deliverable</u>: Provide a description of the final deliverable, e.g., Class I bikeway, affordable housing program, plan, etc.

The final deliverable of the activity of preparing a Water Supply Study will be an individual document to accompany the City's Water Master Plan that will determine specific storage options to help the City ensure that it has an adequate water supply capacity to support future growth and development in a way that is consistent with the goals of the REAP 2.0 program. The study will include a detailed analysis for increasing domestic water supply coming from or near the Kings River and provide feasible options to pursue for new wells and water storage that can be utilized for groundwater recharge or for water banking in wet years. Feasibility to be outlined in the study will be determined in part by investigating the expansion of the City's water well fields adjacent to the Kings River, assessing compliance with the new policies and rules from the Groundwater Sustainability Act (GSA), and options preferred by stakeholders and property owners.

<u>Project Location</u>: Provide a description of the general location(s) of the proposed project, e.g., the intersection of Main Street and 1st Street. A project map may be attached.

The project location encompasses the entire City of Lemoore, with particular focus on the well fields near the Kings River at Elder Avenue. The Water Supply Study will assess existing water supply throughout the city and identify water storage options, with a particular focus on supporting infill development within the urbanized part of the city and an emphasis on the areas designated for residential land uses in Lemoore's General Plan. Any water service disparities identified during the data gathering and assessment of the existing water infrastructure will be addressed in the study to ensure equitable access to safe and reliable water services for all residents.

Section III - Project Scope of Work and Budget

Attach a project scope of work and budget. The scope of work should include all project phases, the responsible party, and a timeline. The budget should include estimated costs associated with each project phase. The two documents may be combined as one.

If the project includes phases or activities outside of the requested funds, the scope of work and budget should be specific to the work associated with the REAP 2.0 funds. For example, if the requested funds are for engineering and environmental work for a project that will be constructed later with other funds, the scope of work and budget should be limited to the engineering and environmental work.

Section IV - REAP 2.0 Compatibility Criteria

Provide a response for each of the following prompts applicable to the project. Some prompts may not apply to all projects and some prompts require a response, if noted. Please refer to the <u>REAP 2.0 Guidelines</u> for clarification on any compatibility criterion. Individual responses shall be no longer than one page, not including any attachments.

Vehicle Miles Traveled (VMT) Reduction Benefit (Response Required)

In the following prompts discuss how the project reduces VMT. For housing projects, in addition to any narrative, use the <u>SB 743 screening maps</u> and note the color code applicable to the project

(Green = >15% VMT reduction, Yellow = 0-15% VMT reduction, Red = no VMT reduction). For plans, studies, or pre-construction activity projects, describe the VMT reduction benefit of the larger project that this project serves as an interim step. Quantitative methods for assessing VMT impact should be employed to the greatest extent possible. See <u>REAP 2.0 Guidelines</u>, pages 18-19, (3), for additional information.

Explain how the proposed use promotes development and aligns housing production in infill locations consistent with the state's climate targets and goals discussed in the <u>California Climate Change Scoping Plan</u>.

Conducting a Water Supply Study is crucial in promoting infill development and aligning housing production with the state's climate targets, as outlined in California Climate Change Scoping Plan. By addressing water infrastructure (storage) capacity and ensuring sustainable water management, the study can facilitate infill development, which in turn will help reduce reliance on automobiles and promote more efficient land use. Although this is a planning project, one quantitative method from the REAP 2.0 Guidelines published by HCD to assess VMT impacts would be the number of new pedestrian and bicycle pathways that can be developed in infill development areas. Facilitating the development of higher-density housing options within the urbanized part of Lemoore will make it easier to justify future investments in multi-modal transportation infrastructure. This is something that may be measured through network analysis and infrastructure mapping. The effort to reduce VMTs in Lemoore can begin by ensuring that the fundamental building blocks of community development are in place, such as ensuring that existing and new housing developments have an adequate and reliable water supply, for which having conducting at Water Supply Study is a necessary step.

Explain how the project is consistent with <u>KCAG's 2022 Regional Transportation Plan / Sustainable Communities Strategy (RTP/SCS)</u> through land use and transportation planning, policies, and investment strategies and what performance indicators best align with your project and how.

The project is consistent with the Kings County Association of Government's (KCAG) 2022 Regional Transportation Plan/Sustainable Communities Strategy because it will promote infill development and align housing production in infill locations consistent with the state's climate targets and goals discussed in the California Climate Change Scoping Plan. The Water Supply Study will be a supporting document for the Water Master Plan to ensure infill development areas have adequate water supply to support new housing. The study will assist in accelerating the development of affordable housing in infill areas by ensuring that these areas have the water infrastructure to support a variety of housing types, including affordable housing. One component of the study will be analyzing the existing water supply and storage near the Kings River. Through this analysis, the City of Lemoore can identify critical supply and storage improvements necessary to maintain service and reliability and pursue diverse funding opportunities to finance those infrastructure improvements. Securing different funding sources will help lower the costs that housing developers often have to weigh when considering whether to invest in a community, thereby encouraging more developers to invest in Lemoore. The performance indicator appropriate to measure the effectiveness of the study would be the mix of housing unit types and sizes. This indicator is appropriate because it aligns with the REAP 2.0 program's objectives and is consistent with the California Climate Change Scoping Plan, which calls for a greater diversity of housing options in infill areas. Additionally, this indicator is relevant to the land use planning policies, and investment strategies of KCAG's 2022 RTP/SCS. The RTP/SCS calls for a greater mix of housing types and sizes in infill areas to support a variety of transportation options. A diverse mix of housing types and sizes, commercial uses, and activity centers is essential to attract a variety of residents to infill areas. This can help to create a more balanced and sustainable community. A variety of housing options can help to ensure that people of all income levels and backgrounds have access to housing in infill areas, which will affirmatively further fair housing. When people live closer to jobs, schools, and other amenities, they are less likely to rely on cars for transportation. A diverse mix of housing types and sizes can help to create a more walkable and bikeable community, which can lead to a reduction in VMT.

Explain how the project supports new housing development and shifts travel away from driving by implementing or supporting pedestrian, bicycle, transit, and other alternative transportation programs.

The City made zone changes in 2023 to increase the number of properties available for housing development in the Lemoore's urbanized areas. Finding ways to increase the City's water supply to accommodate new growth will assist in accelerating residential development in Lemoore. By addressing existing water supply and storage issues and strategically planning for future water infrastructure needs, the Water Supply Study will play an important role in enabling new housing development in areas that are well-connected to existing and future multi-modal transportation options. The focus on infill development will reduce the need for Lemoore residents to rely on cars as their primary mode of transportation. Enabling more mixed-use and high-density residential developments to come into existence can present new opportunities to expand the coverage area of the Kings Area Regional Transit's (KART) Route to serve more neighborhoods within Lemoore. Furthermore, the Study can also support the implementation of pedestrian and bicycle friendly infrastructure, such as dedicated pathways and complete streets, making it easier and safer for residents to choose alternative modes of transportation. By encouraging walking, biking, and the use of public transit, the Water Supply Study will contribute to a shift away from driving, promoting a more sustainable and environmentally friendly transportation system.

Affirmatively Furthering Fair Housing (AFFH) (Response Required)

Review California <u>Tax Credit Allocation Committee Opportunity Maps</u> and note resource zone of the project (e.g., Highest Resource, High Resource, etc.). Additional narrative describing how the project satisfies AFFH is required.

Explain how the project combats discrimination, overcomes patterns of segregation, and fosters equitable and inclusive communities.

Although the Opportunity Area Maps, as provided by California Tax Credit Allocation Committee and Housing & Community Development does not consider any areas of the City of Lemoore to be High-Poverty & Segregated, conducting the Water Supply Study will help the City of Lemoore continue to combat disparities by providing access to safe and reliable water infrastructure regardless of race, ethnicity, or income level which is a critical component of creating a healthy and inclusive community. This project will encompass a mix of Highest Resource, High Resource, and Moderate Resource zones as shown on the Opportunity Area Map. The goal is to continue to be able to provide clean drinking water to all residents within the City limits regardless of their race, ethnicity, or income level by identifying needs and creating resource options that will accommodate infill development and future growth, and continue to provide emergency water to neighbors in need outside the City limits as those opportunities arise. The REAP 2.0 Guidelines emphasize that AFFH means "taking meaningful actions that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics." The Water Supply Study can contribute to creating a more equitable and inclusive Lemoore by incorporating key strategies that affirmatively further fair housing, which may include targeted infrastructure improvements (water supply and storage), community engagement, and affordability considerations. This objective can be achieved by prioritizing water infrastructure upgrades throughout the City of Lemoore regardless of race, ethnicity, or income level. To mitigate against any unintended consequences, this project will analyze the potential impact of water infrastructure improvement on housing affordability and identify strategies to prevent or minimize such impacts.

Explain how the project includes meaningful actions to address disparities in housing needs and in access to opportunity, replace segregated living patterns with balanced living patterns, and transform racially and ethnically concentrated areas of poverty into areas of opportunity.

Identifying water supply issues and creating new resources to increase the water supply Citywide will make infill development more attractive and financially feasible for affordable housing. The Water Supply Study is an essential step toward addressing any disparities in housing needs, access to opportunity, and balanced living patterns in Lemoore. The Study will allow the City to confidently stimulate new housing growth by attracting a diverse mix of housing types, resulting in more balanced living patterns and greater inclusiveness within our community. Being intentional and strategic in our approach to water infrastructure investment can help spur economic development and jump start the revitalization of Lemoore by attracting businesses, creating jobs, and enhancing the overall quality of life, transforming these areas into thriving hubs of opportunity. Moreover, incorporating community engagement will ensure that the study is developed in close collaboration with our residents. This participatory process will empower residents to actively shape the future of their neighborhoods. By integrating these strategies, the study will not only address critical water infrastructure needs but also promote greater equity, inclusiveness, and opportunity for all residents of Lemoore.

Explain how the project supports regional and local efforts to work toward ensuring all people have full and equal access to opportunities enabling them to lead healthy lives.

The Water Supply Study will support regional and local efforts to work toward ensuring Lemoore residents have full and equal access to opportunities, thereby enabling our residents to lead healthy lives, by ensuring that future growth in Lemoore of all types can be adequately supported and serviced by the city's water infrastructure. Access to safe and clean water is a basic human right; all people deserve to have full and equal access to high-quality water. The study will ensure that supply and storage issues are identified and provide recommendations to address those issues. The study is aligned with several of the Blueprint principals identified in the Sustainable Communities Strategies of the RTP. This includes #2) directing future growth to existing urbanized areas within Kings County of ensure orderly and sufficient provision of services and infrastructure, #3) concentrating urban growth within the Blueprint Urban Growth Boundaries, #8) creating a range of housing alternatives and minimum and maximum densities that meet the changing needs of Kings County residents, and #9) protect the many natural resources and sensitive environmental habitats from urban development. Improving the water infrastructure in our community will help to improve housing affordability and access to quality housing in urbanized areas. Taking proactive steps to promote and facilitate infill development will help reduce vehicle miles traveled and improve air quality. This study will assist in facilitating the development of mixed land uses, while prioritizing higher density housing. Encouraging the development of mixed land uses will make it easier for Lemoore residents to opt for alternative modes of transportation, such as walking, biking, and public transit, which in turn also improves public health.

Explain how the project enhances housing mobility strategies that remove barriers to housing, housing-supportive infrastructure, increased transportation options, and affordability in areas of high opportunity and outside areas of concentrated poverty; or: Explain how the project improves place-based strategies to encourage community revitalization; or: Explain how the project protects existing residents from displacement and preserves housing choices and affordability in areas of lower- or moderate-opportunity and concentrated poverty.

Addressing the City's water infrastructure capacity and identifying improvements will facilitate infill development, providing more diverse housing options for Lemoore residents thereby increasing the supply of long-term affordable housing for lower- and moderate-income households. The study can help reduce predevelopment costs by providing a clear understanding of water infrastructure needs and potential constraints. This can help to streamline the development process and make it easier for affordable housing developers to build in Lemoore. Proactively planning water supply and storage can help protect existing residents from displacement and preserve housing choices and affordability in areas of lower- or moderate-opportunity and concentrated poverty. The Water Supply Study can help to ensure that all people have access to safe, affordable, and healthy housing and encouraging the development of a mixed land uses will make it easier for Lemoore residents to opt for alternative modes of transportation, such as walking, biking, and public transit, which in turn also improves public health.

Accelerating Infill Development (Response Required)

In the following prompts describe how the project accelerates infill development that facilitates housing supply, choice, and affordability. (See <u>REAP 2.0 Guidelines</u>, Attachment 2, Definition #14, Pg. 39).

Explain how the project accelerates infill development near jobs and other key destinations, supports housing choice and affordability, and effectively reduces VMT and greenhouse emissions.

Being able to provide water for development is key.

It is the City's intent outside the scope of work for this project to create an infill accelerating database. The database will include a log of all infill lots within the City limits, identify the lots that are within walking distance to jobs and services, and or transit stops so that we can identify those that would best fit affordable housing, and assess infrastructure needs for each infill lot such as water, sewer, utilities, and pedestrian improvements so that information can be passed on to developers quickly thereby expediting processes which should make infill lot development more attractive and accelerate residential development.

The Water Supply Study will assist staff in implementing the Infill accelerating project.

Identifying water supply issues and creating new resources to increase the water supply citywide will ensure all residents have access to clean drinking water. Nearly all of the urban employment and activity centers in Lemoore are located on or adjacent to Lemoore Avenue or Bush Street. There are parcels within the urbanized part of the city that are designated for higher-density residential uses but are not fully developed yet. There are also several empty parcels scattered throughout the urbanized area designated for residential use, which, with the proper infrastructure in place, can further expand housing choices in our community. It's important for the City of Lemoore to remove as many barriers to development as possible, which includes ensuring that our water supply and storage infrastructure is capable of supporting new housing development. The Water Supply Study will help Lemoore accomplish this by conducting the necessary investigations and assessing our water infrastructure near the Kings River to prioritize which improvements are necessary to protect our community form future water issues and lower the cost of entry for developers to build more housing options in Lemoore. The land area of our city is about 9 square miles and most of the key destination in our community can be accessed via walking and bicycling. To accelerate more infill development, we need to ensure that our water can support more growth with a focus on high density housing. The Water Supply Study will assist the Lemoore in creating a funding strategy to implement recommended improvements, which will help reduce costs for developers and encourage investment in our community. This will result in an increase in the availability of housing within an already walkable community. This study, coupled with additional planning efforts the City of Lemoore already initiated to improve the safety, comfort, and accessibility of our local streets, will all collectively make it easier for residents to reduce how much they drive and thus reduce gre

How does the project support affordable housing development programs – which may involve predevelopment costs (studies, land acquisition, entitlements, etc.) – that accelerate the supply of long-term affordable housing for lower and moderate-income households?

Creating new ways to increase the City's water supply will allow the City to plan for, improve, and develop water infrastructure that will in turn lower predevelopment costs thereby making affordable and moderate-income housing more attractive to developers.

Addressing Lemoore's water infrastructure capacity and identifying improvements will harden Lemoore's water system against threats of scarcity, aging components, and climate change. The Water Supply Study will facilitate infill development, providing more diverse housing options for Lemoore residents thereby increasing the supply of long-term affordable housing for lower- and moderate-income households. The Water Supply Study can help to reduce pre-developemnt costs by providing a clear understanding of water infrastructure needs, potential constraints, and funding sources to finance the implementation of needed improvements. This can help to streamline the development process and make it easier for affordable housing developers to build in Lemoore..

If the project is at an infill site, explain any affordability components that serve low- and moderate-income households.

The project is Citywide, but will focus on the City in accommodating infill development in urbanized areas of the community. If the City can create ways to increase the City's water supply, the City can then apply for funding to develop these water resources. Development is more affordable when City infrastructure is already available.

Since this will be a citywide planning activity, it is anticipated that the Water Supply Study will benefit the entire Lemoore community. The objective of the Water Supply Study is to evaluate the existing water supply infrastructure and determine appropriate supply and storage improvements and upgrades to support the City's growth and facilitate the development of more housing options for low- and moderate-income households. This planning effort will contribute towards maintaining the affordability of housing options in Lemoore by reducing the financial barriers that developers face and instead encourage them to come into our community and grow our affordable housing supply.

ls the project located in a federal	ly recognized	Opportunity Zone	as	defined b	y the	U.S.
Department of Transportation?	Yes No y					

Housing Element Compliance

Explain how your proposed project is supporting compliance with your jurisdiction's Housing Element for the sixth cycle of the Regional Housing Needs Assessment (RHNA).

The Kings County Association of Government's (KCAG) Sixth Cycle Regional Housing Need Allocation (RHNA) Plan establishes the regional housing needs and allocates a proportional share of that housing need to each jurisdiction, which includes the City of Lemoore. As stated in the RHNA Plan, there are several statutory objectives and planning factors that are considered throughout the RHNA process, and the the Water Supply Study, which will be a supporting document to the Water Master Plan adopted in 2020, is aligned with these objectives and will work towards addressing factors listed in the KCAG's RHNA Plan that affect the share of individual jurisdiction's share of regional housing need. Assessing the water supply and storage needs and identifying necessary improvements to expand housing options withing infill areas so that we can develop a funding strategy will contribute towards ensuring Lemoore can sustain more housing units but also lower the costs for existing residents and potential housing developers. The City of Lemoore provides water service within its corporate limits from six active groundwater wells within City limits and two in a well field approximately 5 miles north of the City. According to the Urban Water Management Plan prepared in 2017, future water supplies are anticipated to far exceed normal year demand conditions through year 2040. The anticipated water supplies are also reported to be sufficient to meet all water

demands through the year 2040 under multiple-dry year drought conditions. The City also has a Water Shortage Contingency Plan in place that addresses 3 levels of drought conditions. As the City grows in accordance with General Plan projections, demand will eventually exceed the supply available from existing wells. At that time, the city may need to drill additional wells to serve new development. The city also encourages conservation measures to decrease demand. Because the City lies above a semi-confined aquifer, groundwater recharge is accomplished by up-basin stream recharge. The Water Supply Study will be a step towards accomplishing Housing Plan Goal: Policy 2.3. Ensure the adequate provision of water, sewer, roads, public facilities, and other infrastructure necessary to serve new housing and Housing Programs 4.16 Adequate Infrastructure for Affordable Housing Objective: Establish a policy to provide priority for water supply and sewerage services affordable housing projects. The Study will also facilitate compliance with several key objectives listed on page 3 of the KCAG's RHNA Plan, including #1 increasing water supply,#2 promoting infill development, and #5 affirmatively furthering fair housing.

Transformative Planning and Implementation Activities

Describe how the project satisfies the transformative planning and implementation activity definition. (See <u>REAP 2.0 Guidelines</u>, Attachment 2, Definition #28, Pg. 4; e.g., provides for housing, planning, or infrastructure investments supporting infill housing, and other actions that enable meeting housing goals that also result in per capita vehicle miles traveled reductions, including accelerating infill development, supporting residents through realizing multimodal communities, shifting travel behavior through reducing driving, and increasing transit ridership).

Identifying water infrastructure needs and creating ways to increase water resources is the first step in water infrastructure investments to support infill development and assist in facilitating housing supply, choice and affordability. Increased infill development will encourage shifts in travel behavior by connecting pedestrian pathways and in many cases increasing the number of transit stops available. The Water Supply Study aligns with the definition of "Transformative Planning and Implementation Activities" in the REAP 2.0 guidelines because it is a step toward encouraging infill development by identifying and proposing recommendations to address water supply and storage withing the existing urbanized area of Lemoore. The focus on taking proactive steps to promote infill development is consistent with REAP 2.0's objective of accelerating infill development to increase housing supply and reduce VMT. Making it easier for developers to build a diverse mix of housing types within infill areas of the city near jobs and key destinations, primarily along Lemoore Avenue, Bush Street, D Street and Hanford-Armona Road will contribute towards reducing VMTs in Lemoore. The Water Supply Study is a step toward ensuring Lemoore's water supply can continue to support the existing housing stock and service additional housing units, including higher-density residential developments and mixed-use developments. Implementing water infrastructure improvements is a necessary step to achieve a community that is multi-modal and less car-dependent. Consistent with REAP 2.0's objective of affirmatively furthering fair housing, the study will support housing choice and affordability by enabling the development of a variety of housing types.

Public Outreach

Describe completed public outreach that supports the project. Specify if public outreach is specific to the project or was conducted for a plan from which the project resulted. Particular focus should be on the methods and success of engagement with disadvantaged populations. Explain how the proposed project arose from or went through a public process to solicit community input; or if this is a planning project, explain how the scope of work includes a public outreach process.

Community engagement has been incorporated into the scope of work to ensure that the Water Supply Study is developed in close collaboration with our residents. By involving the public in the planning process, the project will ensure that the Study reflects the community's needs and priorities while promoting transparency and accountability. Key stakeholders will be identified at the onset of the planning activities, which may include by not limited to Lemoore residents, community based organizations, businesses, property owners, and developers. The public outreach component will present opportunities to educate the public about water conservation measures and seek input on effective and appropriate strategies to promote water-use efficiency in Lemoore. This participatory process will empower residents to actively shape the future of their neighborhoods. By integrating these strategies, the study will not only address critical water infrastructure needs, more specifically supply and storage, but also promote greater equity, inclusiveness, and opportunity for all residents of Lemoore. The public will have an opportunity to comment on the Study when it is taken before the City Council for acceptance and direction for next steps.

Benefit to Disadvantaged Populations

Describe how the project benefits or does not benefit disadvantaged populations and historically underserved communities. REAP 2.0 relies on SB 535 disadvantaged population indicators. Applicants may use a method in addition to SB 535 so long as it is adequately described. (See OEHHA Disadvantaged Communities Map).

The City of Lemoore is not considered a disadvantaged population based on the SB 535 Disadvantaged Communities definition. However, the Water Supply Study will benefit the community. The entire city limits of Lemoore is comprised of 9 square miles and Lemoore's population is approximately 27,000, which does not include the Lemoore Naval Air Station. It is believed that the retired Navy personnel from Naval Air Station Lemoore now reside in Lemoore and bring in a higher than typical income, keeping Lemoore from having a disadvantaged status. This study will not only assist in promoting housing development and increase the diversity of housing options, but it will also assist Lemoore to leverage funding resources to address barriers related to water infrastructure inadequacies that are preventing higher density housing development and suffocating economic development in Lemoore. Resolving water supply and storage deficiencies will create new economic and employment opportunities for residents which will in turn make Lemoore more attractive for higher density housing.

Significant Beneficial Impacts

In the following prompt, describe how the project leads to substantial changes in land use patterns and travel behaviors. (See <u>REAP 2.0 Guidelines</u>, page 8, (A)(2) for more information). Metrics should be included when demonstrating Significant Beneficial Impact. Variables or targets may include, but are not limited to, benefiting household by income group; meeting and exceeding the housing production goals of the RHNA; the number of housing units anticipated and achieved (new construction, preservation/ conservation, and rehabilitation); density; infrastructure; infrastructure capacity and accessibility; community amenities; investments; Vehicle Miles Traveled reduction goals; regional and local equity policies; and GHG reduction goals.

- 1. Explain how the project leads to substantial changes in land use patterns and travel behaviors, demonstrated by:
 - A rate of change compared to the baseline, or
 - The magnitude of impact relative to variables or targets; or
 - The proportion of need achieved; or
 - The impact relative to past trends, policies, and practices; or a significant regionwide benefit that is not small in scope. Project contributes to spreading REAP 2.0 projects throughout the region to ensure a regionwide benefit.

The Water Supply Study can lead to substantial changes in land use patterns and travel behaviors by 1) identifying and addressing water supply and storage constraints 2) integrating this water infrastructure planning effort with other local transportation planning efforts, and 3) promoting equitable access to housing and economic opportunities. The study will be a step towards better understanding Lemoore's current water supply reliability and future water storage capacity. This information will be utilized to implement community development policies and be an important tool to facilitating the development of denser, more compact land use patterns in Lemoore. The Study can complement transportation planning efforts by identifying the key water storage shortfalls within the City of Lemoore in which infrastructure investments will be prioritized to help accommodate higher-density housing developments, which, in turn, will help Lemoore focus future capital investments to strengthen local transportation's resilience to climate change to ensure residents have safe and convenient access to a multitude of alternative transportation options. The study can lead to changes in land use patterns by identifying infrastructure recommendations that will further housing and economic equity in Lemoore for residents of different income groups and businesses of various sizes. The study will assist in analyzing the costs and benefits of upgrading the supply and storage along the Kings River to encourage the development of higher-density residential developments within the existing urbanized area and compare it to the upfront costs and long operating and maintenance costs of adding more storage for residential or commercial developments beyond the existing urbanized area. For these reasons, the Study can lead to substantial changes in land use patterns and travel behaviors, contributing to a more sustainable equitable, and livable Lemoore.

Project Risk Assessment

Describe risks associated with delivering the project according to the provided scope of work and budget. In addition, describe any risk mitigation methods that will be employed to ensure timely delivery of the project.

The City is confident that this study will be complete within the timeline provided and does not foresee any risk. However, to mitigate any unforeseen risks, Planning staff will work closely with the selected consultant to develop a detailed data collection and analysis plan, develop and implement a comprehensive community engagement plan to identify and prioritize key stakeholders, and work closely with other City departments to ensure that all necessary information is available for review by the consultant. To ensure adequate community engagement is performed, City staff and the selected consultant will have a kickoff meeting to develop a detailed community engagement plan to ensure that the public is adequately informed and involved in the planning process.

California's Planning Priorities

In the following prompts describe how the project meets or does not meet the State's planning priorities. Refer to Government Code Section 65041.1.

 Explain how the project supports promotion of infill development and equity by rehabilitating, maintaining, and improving existing infrastructure that supports infill development and appropriate reuse and redevelopment of previously developed, underutilized land that is presently served by transit, streets, water, sewer, and other essential services, particularly in underserved areas, and preserves cultural and historic resources.

The Water Supply Study will assist the City in accomplishing its goal to ensure there is an adequate provision of water necessary to serve new housing and other development. The study will identify those areas that require infrastructure improvements and will be an important component in the implementation of the Infill Promotion Program. The study is well-aligned with the state planning priorities, as outlined in California Government Code Section 65041.1, because it is specifically intended to investigate and assess the current conditions of Lemoore's water supply and storage needs and provide recommendations for improvement of the water storage system to ensure sustainability for years to come. This planning effort supports infill development city-wide. It will enable the appropriate reuse and redevelopment of previously developed, underutilized land that is presently served by the regional Kings County transit, local streets, water, sewer, and other essential services. The Study will help preserve cultural and historic resources by ensuring that these resources are adequately protected from the impacts of uncontrolled future outward development beyond the current limits of the urbanized area of Lemoore and will help identify and priortitize water supply for infill development areas which can help to revitalize neighborhoods and preserve cultural and historic resources.

2. Explain how the project supports protection of environmental and agricultural resources by protecting, preserving, and enhancing the state's most valuable natural resources, including working landscapes such as farm, range, and forest lands; natural lands such as wetlands, watersheds, wildlife habitats, and other wildlands; recreation lands such as parks, trails, greenbelts, and other open space; and landscapes with locally unique features and areas identified by the state as deserving special protection.

Enhancement of the City's water supply within it existing water system will allow the City to avoid leapfrog-style development and instead continue to grow in a compact manner that uses land efficiently. It will also provide water necessary to maintain the City's parks and landscapes. The study will also help protect environmental and agricultural resources by promoting water-efficient land use patterns. by identifying water storage improvements that will promote infill development and encourage developers to build more housing units within the urbanized area, the Study will help ensure that the expansion outside the existing urbanized area is carefully managed.

- 3. Explain how the project encourages efficient development patterns by ensuring that any infrastructure associated with development does all of the following:
 - Uses land efficiently; and
 - Is built adjacent to existing developed areas; and
 - Is located in an area appropriately planned for growth; and
 - Is in a location served by adequate transportation and other essential utilities and services; and
 - Minimizes ongoing costs to taxpayers.

Not unlike the Growth Study and the Infill Accelerating Project applied for separately, efficient development patterns is the desired objective of the Water Supply Study. Identifying water resources and storage options will allow the City to plan for water infrastructure to assist in developing land efficiently. The study will encourage efficient development patterns by ensuring that storage investments are strategically planned and implemented. The study, which includes the well sites near the Kings River, will promote development within the existing urbanized area, which will maximize the use of already developed land and minimize sprawl into the currently undeveloped areas. The study will encourage efficient development patterns by strategically guiding water supply and storage improvements in ways that optimize land use, align with planned areas, and ensure accessibility to essential infrastructure and services while reducing long-term costs for taxpayers. While the City will be looking for creative ways to increase water supply and storage along the Kings River, water shortfalls will be studied within the urbanized areas that are already served by transportation facilities and other essential utilities and services to ensure the use of existing infrastructure is prioritized to reduce the need for costly expansions, which includes not only water delivery services, but also sewer service, emergency response services, and roadway maintenance.

Limited Scope Projects (response required if not the final phase)

For projects that are an interim phase, such as design for a project to be constructed later and with a separate funding source, describe how the larger project is expected to be delivered (timing, funding, etc.).

The Water Supply Study is a step toward increasing the City's water supply and storage capacity so that the City can accommodate infill development, increasing housing needs, and future growth within the General Plan area. The study will include a projected timeline to accommodate growth and the City will incorporate the recommendations into the Capital Improvement Plan budget and apply for grant funding to complete any of the recommended improvements. The study will assist the City in creating a funding strategy to implement recommended improvements, which will help reduce costs for developers and encourage investment in our community. This will result in an increase in the availability of housing within an already walkable community. This study, coupled with additional planning efforts the City of Lemoore already initiated to improve the safety, comfort, and accessibility of our local streets, will all collectively make it easier for residents to reduce how much they drive and thus reduce greenhouse gas emissions.

Other Information

Elaborate on any pertinent information that was not discussed in any other response.

The real world implications of SGMA are now becoming clear. Without deliberate actions, the ability for the City to add more housing will be lessened by the requirements and restrictions coming from SGMA. This study is a proactive attempt to look for new, creative ways to comply with our SGMA obligations while still providing the water needed to support new housing.

Local Support		
Is the project in a locally or regionally adopted plan?	Yes ☐ No 🗹	If yes, please:
specify the name of the plan:		
 indicate the date the plan was adopted: 		
Describe any demonstrated community support for documentation, including letters of support.	the project. Attac	h any relevant
Please see attached letters of support.		
Consistency with Containable Communities Stratemy		
Consistency with Sustainable Communities Strategy		
This question is to be completed by KCAG staff following s		
Is the project consistent with the 2022 Kings County Sustain	inable Communities S	Strategy?
Yes ✓ No □		

Section V – Scoring and Awarding of Funding

An application scoring committee representative of regional stakeholders will be assembled to review applications. All received applications will be ranked by individual scorers and the individual rankings will be averaged to consolidate project rankings. The REAP Technical Advisory Committee will review application rankings and make a recommendation to the KCAG Commission for projects recommended for funding. The KCAG Commission will review application rankings and the REAP Technical Advisory Committee's recommendation and select

projects for inclusion in KCAG's full application to the State. Prior to award, the applicable State agencies must approve of KCAG's full application. Applicants will be informed of application status at each step of the process.

Any information provided within this application may be considered by the scoring committee. Individual projects may be assessed on REAP 2.0 goals and objectives, VMT reduction, transformative nature of the project, threshold requirements, consistency with existing plans, public and/or stakeholder outreach completed for the project, benefit to disadvantaged communities, project risk assessment, leverage of funds used, leverage to attract additional public or private investment, and others. The final review criteria will be informed by the public process and approved by the California Department of Housing and Community Development (HCD).

Information beyond what is required in this application may be required in the development of the region's full application to HCD. If a project is recommended for inclusion in the full application by the KCAG Commission, KCAG staff will work collaboratively with the applicant to ensure completeness of the full application.

Section VI - Applicant Signatures

The undersigned affirm that the statements contained in the application package are true and complete to the best of their knowledge.

Acknowledgments

Initial each acknowledgement.

- 1. Prior to award, a resolution of the governing body will be required. Initial: MS
- 2. If awarded, a legally binding agreement between KCAG and the project sponsor will be required. Initial: $\mathcal{M}\mathcal{F}$
- 3. Applicant acknowledges that all program funds must be fully expended by June 2026 with no possibility of extension. Initial: MS
- Applicant acknowledges scope of work changes are subject to approval by the KCAG Commission and/or the California Department of Housing and Community Development (HCD), as required. Initial: MS______
- 5. Applicant agrees to oversight and/or auditing as required by KCAG, HCD, or HCD's State agency REAP 2.0 partners. Initial: $\underline{\mathcal{MS}}$
- 6. Applicant agrees to work collaboratively with KCAG staff in the development of the region's full application to HCD, if project is recommended for award. Initial: $\underline{\mathcal{MS}}$

Agency or Organization Official (as applicant):

Name: Marissa Trejo

Title: City Manager

Signature: /// auxx (8)

Date: 10/25/2024

Section III - Project Scope of Work and Budget

Water Supply Study

RESPONSIBLE PARTIES

The City of Lemoore (City) and QK (Consultant). QK is the City's contract City Planner and contract City Engineer. They were selected through a competitive RFP process and the below-described scope of work fits within the general scope of work within their contract for services.

SCOPE OF WORK

PHASE 1.0 ANALYSIS OF OPTIONS

The City and the Consultant will analyze options for increasing domestic water supply coming from or near the City's well fields by the Kings River. This would include studying options for new wells and for water storage that could be utilized for groundwater recharge or for water banking in wet years. Options will need to be analyzed for compliance with the new policies and rules that have come out of the Groundwater Sustainability Act (GSA).

PHASE 2.0 MEETINGS

The City and the Consultant will meet together to discuss options and will also meet with stakeholders and property owners as needed to discuss and pursue preferred options.

PHASE 3.0 STUDY PREPARATION AND COST ESTIMATE

The Consultant will prepare a Study that includes the analysis in Phase 1.0 and provides cost estimates for any preferred options. The preferred options will need to further water system reliability and increase water supply, while also staying in compliance with GSA requirements.

PHASE 4.0 ACCEPTANCE MEETINGS

The Study will be presented to The City Council for their Review and Acceptance.

DELIVERABLES

Water Supply Study, including cost estimate

TIMELINE

Phase	Description	Duration
1.0	Analysis of Options	6 weeks
2.0	Meetings	Concurrently with 1.0
3.0	Study Preparation and Cost Estimate	8 weeks
4.0	Acceptance Meetings	6 weeks
	Total Duration	20 weeks

FEE ESTIMATE

Phase	Description	Consultant Estimated Costs	City Estimated Costs
1.0	Analysis of Options	\$22,500	\$3,000
2.0	Meetings	\$15,600	\$5,000
3.0	Study Preparation and Cost Estimate	\$34,600	\$3,000
4.0	Acceptance Meetings	\$7,300	\$4,000
	Subtotal	\$80,000	\$15,000
	\$95,000		

5260 N. Palm Avenue, Suite 321, Mail Stop M Fresno, California 93704

October 25, 2024

Writer's Direct Contact: (559)288-0688

City of Lemoore 711 W. Cinnamon Drive Lemoore CA 93245

Re: City of Lemoore REAP 2.0 Planning Grant Application

To Whom It May Concern:

I support the City's request to utilize REAP 2.0 funds for infrastructure planning necessary to support development, including new housing and new residents. I also support the use of funds for feasibility studies to determine the most efficient locations to locate housing for both infill lots and new growth.

It is important to explore any avenue that will accommodate future development. That is why I support the City's proposal to conduct studies that will identify future residential growth areas, infrastructure needs that will accelerate infill lot development for housing, and new ways to increase water supply to accommodate more housing.

I fully support the creation of a master plan to identify specific growth areas that can be incorporated into the City's next General Plan Update, an infill lot information database to identify infrastructure needs that can be passed on to developers quickly thereby expediting processes which should make infill lot development more attractive and accelerate residential development, and analyzing options for increasing domestic water supply coming from or near the City's well fields adjacent to the Kings River.

Sincerely,

Jeffrey T. Roberts Entitlement Director Assemi Group, Inc.



October 25, 2024

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Sincerely,

Orlando Ramirez

Ramirez Land Planning, Inc. orlando@ramirezplanning.com

(559) 999-1963



October 25, 2024

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Sincerely,

Orlando Ramirez

Ramirez Land Planning, Inc. orlando@ramirezplanning.com

(559) 999-1963



October 25, 2024

City of Lemoore
711 W. Cinnamon Drive
Lemoore CA 93245

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Sincerely,

Jacob Soroudi

Rural Development Manager

AMG & Associates, LLC

WESTLAKE CONSULTING LLC

October 25, 2024

City of Lemoore 711 W. Cinnamon Drive Lemoore CA 93245

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Sincerely,

Chris Westlake

Chris Westlake, Principal

City of Lemoore 711 W. Cinnamon Drive Lemoore CA 93245

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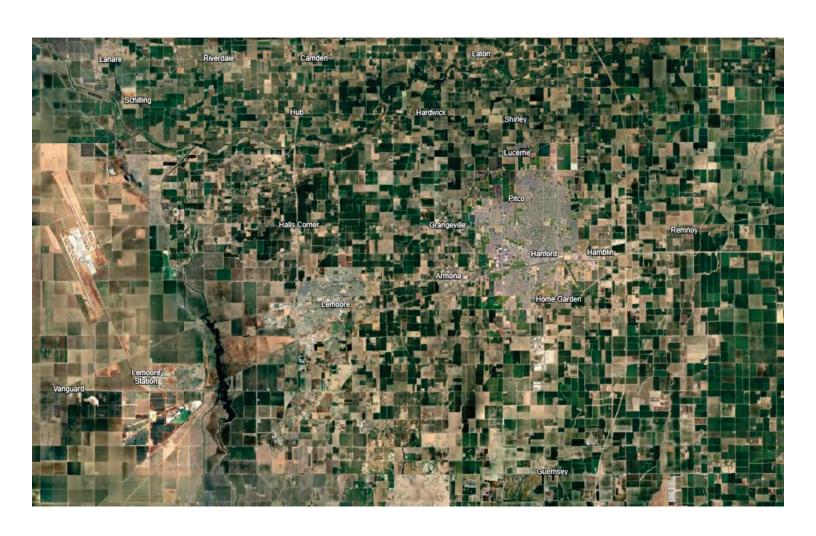
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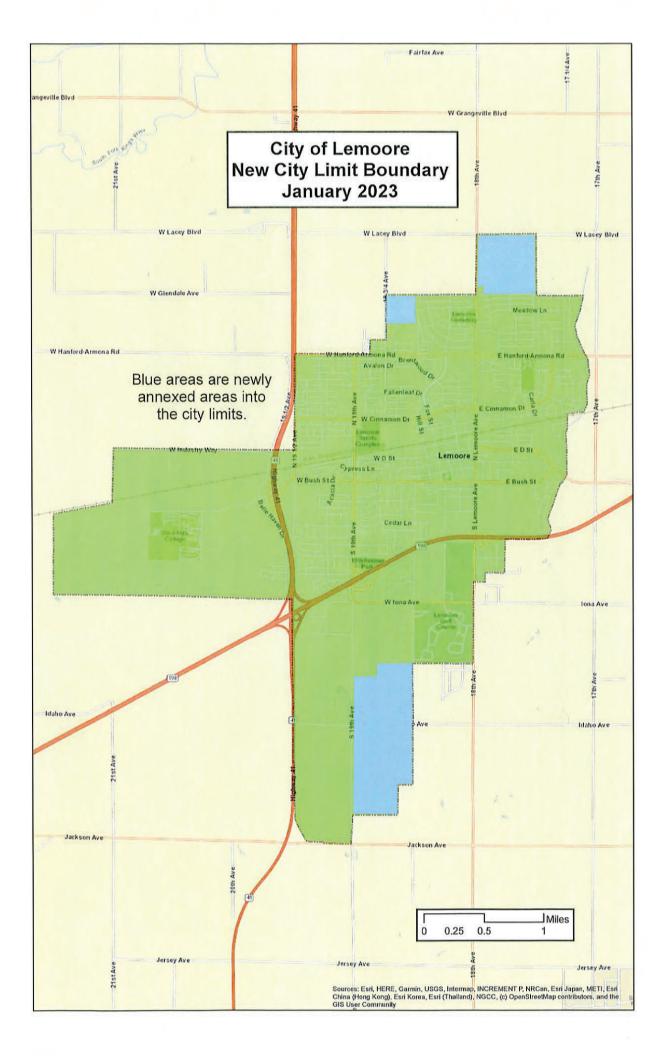
Sincerely,

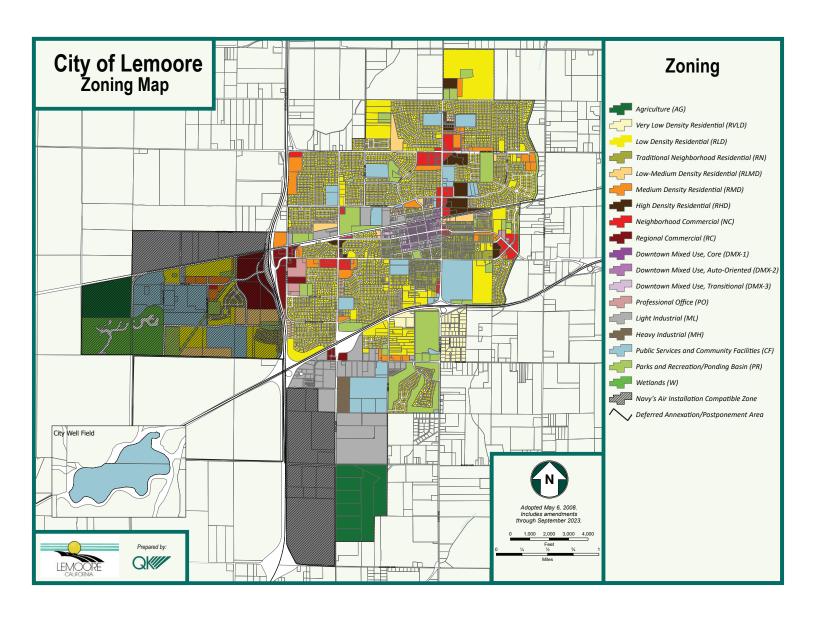
Richard Torosian, Partner Master Storage 365

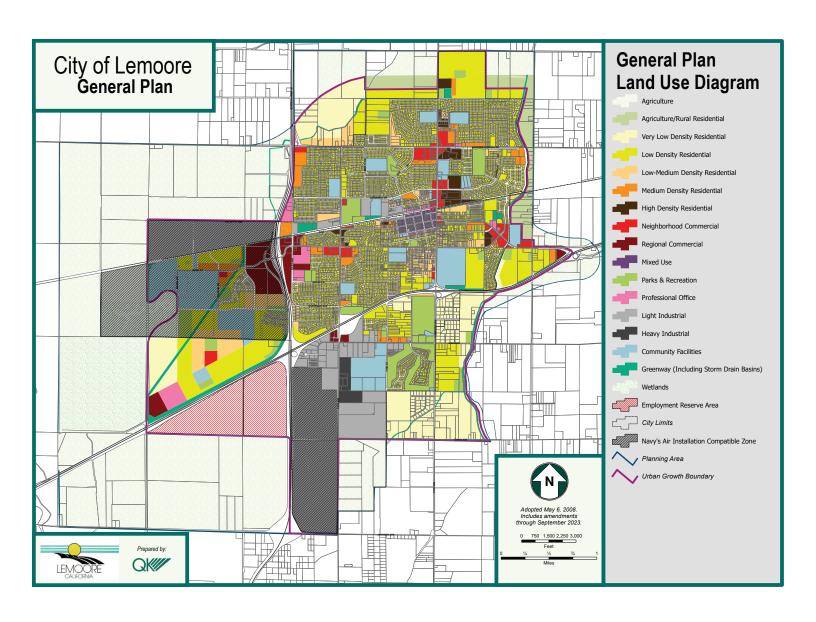
Richard Torosian

(559) 917-1635









MEMORANDUM OF UNDERSTANDING

BETWEEN

KINGS COUNTY ASSOCIATION OF GOVERNMENTS AND CITY OF LEMOORE

FOR

SUBALLOCATION OF REGIONAL EARLY ACTION PLANNING FUNDS

THIS Memorandum of Understanding (MOU), entered into this _____ day of _____, 2025, by and between the Kings County Association of Governments, hereinafter referred to as "KCAG" and City of Lemoore, hereinafter referred to as "GRANTEE" with respect to the following recitals:

WITNESSETH:

WHEREAS, the State of California (the "State"), Department of Housing and Community Development (HCD) is authorized to provide up to \$480,000,000 in non-competitive funding available to the state's Metropolitan Planning Organizations (MPOs) for planning and implementation activities under the Regional Early Action Planning (REAP) 2.0 Grant Program; and

WHEREAS, the Kings County Association of Governments (KCAG) submitted an application to HCD for REAP 2.0 funds consistent with the Notice of Funding Availability and Final Guidelines - Metropolitan Planning Organization Allocation Regional Early Action Planning Grant (REAP 2.0), attached as Exhibit "A"; for the purpose of suballocation available funding to eligible projects; and

WHEREAS, on April 11, 2023, the State Department of Housing and Community Development signed Standard Agreement No. 22-REAP2-17549 between KCAG and the State Department of Housing and Community Development providing \$1,733,320 in REAP 2.0 funding to KCAG, attached as Exhibit "B"; and

WHEREAS, on August 26, 2024, KCAG developed a REAP 2.0 Local Suballocation Grant Program ("Grant Program") and issued a call for applications from its member agencies; and

WHEREAS, the GRANTEE developed and submitted a REAP 2.0 Local Suballocation Grant Program Application for a "City of Lemoore Water Supply Study" ("Grant Application"), attached as Exhibit "C"; and

WHEREAS, on December 11, 2024, the KCAG Commission approved the REAP 2.0 Local Suballocation Grant applications and authorized the Executive Director to enter into an agreement with GRANTEE.

NOW THEREFORE, IT IS AGREED, by and between KCAG and the GRANTEE as set forth below.

1. CONTRACT ORGANIZATION AND CONTENT:

This MOU is fully comprised of these terms and the attached exhibits: "Exhibit "A" Notice of Funding Availability (NOFA) and Final Guidelines - Metropolitan Planning Organization Allocation Regional Early Action Planning Grant (REAP 2.0); "Exhibit B" State of California-Department of General Services Standard Agreement 22-REAP2-17549; and "Exhibit C" REAP 2.0 Local Suballocation Grant Program application for a "City of Lemoore Water Supply Study"; all of which are incorporated herein by this reference.

2. GRANTEE'S OBLIGATIONS:

A. <u>Scope of Work:</u> The work to be conducted by GRANTEE is specified in the REAP 2.0 Local Suballocation Grant Program Application for a City of Lemoore Water Supply Study as set forth in "Exhibit C" approved by the KCAG Commission on December 11, 2024. GRANTEE shall comply with all Program requirements contained in the REAP 2.0 NOFA and Final Guidelines for MPO Applicants as set forth in "Exhibit A".

KCAG shall only be obligated to make payments to the GRANTEE for work performed as part of the approved REAP 2.0 Local Suballocation Grant Program Application and the REAP 2.0 NOFA and Final Guidelines for MPO Applicants up to the maximum amount of \$172,728 ("Grant Funds").

The GRANTEE shall use the Grant Funds in accordance with the approved REAP 2.0 Local Suballocation Grant Program Application it submitted and the REAP 2.0 NOFA and Final Guidelines for MPO Applicants.

- B. <u>Time for Completion</u>: Time is of the essence in this MOU. The term for this MOU shall begin on the "Effective Date" of this MOU and continue until June 30, 2026, hereinafter referred to as the "Completion Date", unless terminated earlier as provided herein.
- C. <u>Project Status Reporting</u>: The GRANTEE shall provide KCAG with monthly reports and a final report as specified in Section 3 of this MOU, which shall include an accounting of Grant Fund expenditures. The GRANTEE shall retain a copy of payment records, invoices, receipts, and any other documentation requested by KCAG for all Grant Fund expenditures.

3. SUBALLOCATION AWARD:

- A. <u>Suballocation Grant Award</u>: Notwithstanding any other provision in this MOU, the total Grant Funds disbursed to GRANTEE shall not exceed \$95,000.00. (Grant Suballocation Funds)
- B. <u>Progress Payments</u>: KCAG shall request and receive from HCD payments of an allowable amount in advance of GRANTEE's first invoice. KCAG shall thereafter make progress payments to GRANTEE upon receipt and approval by KCAG and HCD of GRANTEE's invoice and progress report. Progress billings and reports in arrears may be submitted as often as monthly. KCAG shall thereafter submit the required reports to HCD

to account for the Grant Funds expensed for City of Lemoore Water Supply Study project and in compliance with the Audit provisions of the Standard Agreement No. 22-REAP2-17549 ("Exhibit B").

- C. <u>Invoices</u>: Invoices for reimbursement shall provide a summary of work completed by task (based on clear deliverables outlined in the Grant Application as set forth in "Exhibit C". If KCAG disagrees with any aspect of the invoice, including amount, percent complete or supporting documents, KCAG will notify GRANTEE in writing within ten (10) days of receipt of invoice. If the invoice is not contested, KCAG shall submit eligible cost to HCD for reimbursement. KCAG shall remit payment thereof to GRANTEE within thirty (30) days of receipt of the funds from HCD.
- D. <u>Billing Format and Content</u>: Invoices for payment shall refer to or comply with the provisions of "Exhibit B" State of California-Department of General Services Standard Agreement 22-REAP2-17549, or as may be specified in a written notice by KCAG. Specific budget category detail is given below:
 - i. <u>Direct Labor and Fringe Benefits</u>: All direct labor charges should be billed by class of employee, rate per hour, and number of hours. (Anticipated personnel cost-of-living or merit increase, if any, should be reflected in the budget).
 - ii. Other Direct Costs: All direct costs billed must be specifically identified. Any travel costs may not exceed the applicable California Department of Human Resources HR Manual Section 2203 per diem rates and mileage rates shall be reimbursed at the IRS established standard mileage rate. Any other direct costs not specifically identified in the project budget of the Grant Application, attached as "Exhibit C" cannot be reimbursed.
 - iii. <u>Narrative</u>: The invoice should include a description of task(s) completed during the invoice period and a discussion of task(s) currently underway.

E. Allowable Uses of Grant Suballocation Funds:

- i. KCAG shall not award or disburse funds unless it determines that the Grant Suballocation Funds shall be expended in compliance with the terms and provisions of the Statute and Guidelines which include associated forms and guidance, approved applications and this MOU.
- ii. Grant Suballocation Funds shall only be used by the GRANTEE for project activities approved by HCD and KCAG that involve planning and implementation activities in accordance with the Statue and Guidelines.
- iii. Grant Suballocation Funds may not be used for the administrative costs of persons employed by the GRANTEE for activities not directly related to eligible activities.
- iv. The GRANTEE shall use no more than 5 percent of the Grant Suballocation Funds amount for costs related to administration of the project as described in the Guidelines.
- v. The GRANTEE may use a subcontractor and GRANTEE shall be accountable to KCAG to ensure subcontractor's performance of the subcontract

shall comply with all the requirements of the Grant Program.

- vi. After the MOU has been executed by KCAG and all parties, approved and eligible costs for eligible activities may be reimbursed for the City of Water Supply Study upon completion of deliverables or paid in advance in accordance with the scope of work and subject to the terms and conditions of this MOU.
- F. <u>Allowable Costs and Documentation</u>: All costs charged pursuant to this MOU by GRANTEE shall be supported by properly executed payrolls, time records, invoices, and vouchers, evidencing in proper detail the nature and propriety of the charges, and shall be costs allowable as determined by Title 48 Code of Federal Regulations, Chapter 1, Part 31 (Contract Cost Principles and Procedures), Subpart 31.2 (Contracts with Commercial Organizations), as modified by Subpart 31.103. GRANTEE shall also comply with Title 49, Code of Federal Regulations, Part 18, (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) in the procurement of services, supplies or equipment.
- G. <u>Disallowed Costs</u>: Any costs for which the GRANTEE receives reimbursement or credit that is determined by a subsequent audit or other review by either KCAG, HCD or other State authorities to be ineligible or otherwise unallowable, are to be repaid by the GRANTEE within thirty (30) days of the GRANTEE receiving notice of audit findings and a penalties or related fees, as determined by HCD or other State authorities. Should the GRANTEE fail to reimburse unallowable costs due to KCAG within thirty (30) days of demand, or within such other period as may be agreed between both parties hereto, KCAG is authorized to withhold future payments due to the GRANTEE.

4. ADMINISTRATION OF MOU BY KCAG:

- A. <u>KCAG Project Manager</u>: The Executive Director of KCAG shall act as the KCAG Project Manager and represent KCAG in carrying out the provisions of this MOU. The GRANTEE will communicate with and receive instructions only through the KCAG Project Manager or designated representative.
- B. <u>Document Review</u>: KCAG shall give reasonable prompt consideration to all documents and matters submitted by the GRANTEE for approval to the end that there will be no substantial delays in the GRANTEE's project schedule.
- C. <u>Communications</u>: Communications between the GRANTEE and KCAG officials and employees shall be provided through the KCAG Project Manager or his/her designee. Access to pertinent KCAG records and documents shall also be provided through the KCAG Project Manager or his/her designee.
- 5. NOTICES: All notices, claims, correspondence, reports and/or statements authorized and/or required by the terms of this MOU shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, and addressed to the parties as follows:

To KCAG:

To the GRANTEE:

Terri King KCAG Executive Director 339 W. D Street, Suite B Lemoore, CA 93245 Marissa Trejo, City Manager City of Lemoore 711 W. Cinnamon Dr. Lemoore, CA 93245

Notice shall be deemed effective on the date personally delivered, or if mailed, three (3) days following the date of deposit with the United States Postal Service.

6. TERMINATION OF MOU:

KCAG shall have the right to terminate the MOU in whole or in part for cause, for convenience. The following termination provisions apply:

- A. Termination for Cause. KCAG shall have the right to terminate the MOU, in whole or in part, for cause upon a determination that the GRANTEE is in default of its own Grant Program Application or this MOU. Unless a shorter time is determined by KCAG to be necessary, KCAG shall effect termination according to the following procedure:
 - i. Notice to Cure. KCAG shall give written notice of the conditions of default signed by the Executive Director, setting forth the ground or grounds upon which such default is declared ("Notice to Cure"). The GRANTEE shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default(s). The Executive Director of KCAG may temporarily suspend services under the MOU pending the outcome of the default proceedings pursuant to this section.
 - ii. Opportunity to be Heard. If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, the Executive Director of KCAG may declare the GRANTEE in default. Before the Executive Director may exercise his or her right to declare the GRANTEE in default, the GRANTEE must be given an opportunity to be heard upon not less than five (5) business days' notice. The Executive Director may, in his or her discretion, provide for such opportunity to be in writing or in person. Such opportunity to be heard shall not occur prior to the end of the cure period but notice of such opportunity to be heard may be given prior to the end of the cure period and may be given contemporaneously with the Notice to Cure.
 - iii. Notice of Termination. After an opportunity to be heard, the Executive Directory may terminate the MOU, in whole or in part, upon finding the GRANTEE in default. The Executive Director of KCAG shall give the GRANTEE written notice of such termination ("Notice of Termination"), specifying the applicable provision(s) under which the MOU is terminated and the effective date of termination. If no date is specified in the Notice of Termination, the termination shall be effective either ten (10) days from the date the notice of personally delivered or fifteen (15) days from the date the Notice of Termination is sent by other method. The Notice of Termination shall be personally delivered, sent by certified mail (return receipt requested), or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope and properly addressed to GRANTEE.

- B. Termination for Lack of Funding. The GRANTEE acknowledges, understands and agrees that KCAG, a local agency, is dependent upon State appropriations for the funding of the REAP 2.0 Grant Program. In the event State or governmental funds are not appropriated, are terminated, suspended, reduced, or otherwise not made available to support this REAP 2.0 Grant Program, then KCAG shall terminate this MOU and shall have no further obligation to GRANTEE under this MOU. KCAG shall provide written notice to GRANTEE and this MOU shall terminate without penalty or expense to KCAG. The written Notice of Termination For Lack of Funding shall be personally delivered, sent by certified mail (return receipt requested), or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope and properly addressed to GRANTEE.
- 7. OWNERSHIP OF DOCUMENTS: All documents, drawings, maps, models, photographs, reports or other materials prepared by GRANTEE in relation to the Grant Program activities are and shall remain the property of GRANTEE. However, GRANTEE shall provide KCAG with all documents in an electronic format specified by KCAG at any time upon request. GRANTEE shall not withhold such documents due to any disputes with KCAG regarding payment or services under this MOU. KCAG may retain a copy of such documents for archival purposes.
- 8. INDEMNITY: GRANTEE agrees to defend and indemnify, hold harmless and release KCAG and its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including GRANTEE, to the extent arising out of or as a result of any negligent acts or omissions or willful misconduct in the performance of services by GRANTEE or its agents or assigns hereunder, and proportionally if there is any concurrent negligence on the part of KCAG, but excluding liability due to the gross negligence or willful misconduct of KCAG.

9. INSURANCE:

- A. <u>General Liability Insurance</u>: The GRANTEE shall, at its sole expense, obtain and keep in full force and effect for the duration of this MOU, general public liability and property damage insurance, from an insurance carrier authorized to transact business in California, which includes automobile liability insurance in a combined single limit of not less than \$1,000,000. Said insurance coverage shall include KCAG, its officers, employees and agents, as additional insured and shall contain a provision that the insurance shall not be canceled without thirty (30) days prior written notice to KCAG.
- B. <u>Worker's Compensation</u>: The GRANTEE shall at its sole cost and expense obtain and keep in full force and effect for the duration of this MOU workers' compensation insurance as required by law.
- C. <u>Term of Coverage</u>: The GRANTEE shall at his/her own expense maintain coverage in conformance with above requirements with the carrier providing the coverage pursuant to this MOU for a period of three (3) years after the termination of this MOU. In lieu of maintenance of coverage with the same carrier, GRANTEE shall secure coverage of the extended recovery period with a carrier approved by KCAG for a period ending not earlier than three (3) years after the term of this MOU.
- D. <u>Certificates of Insurance</u>: A Certificate for each such insurance policy shall be submitted to KCAG within thirty days of execution of this MOU.

- 10. RECORDS: GRANTEE agrees to make available upon reasonable notice to KCAG, or KCAG's auditor or the State of California or the United States, or any duly authorized representative thereof, its books, records, documents, and any and all other evidence of all work or services performed or accounting of costs or expenses incurred in the performance of this MOU, for inspection, examination and copying at all reasonable times, at GRANTEE's place of business, or other mutually agreeable location in California. GRANTEE agrees to organize and maintain in accordance with general business standards and generally accepted accounting procedures any and all pertinent books and records pertaining to the goods and services furnished under the terms of this MOU. All records pertaining to the Project or this MOU shall be maintained for three (3) years from the date of final payment by KCAG. GRANTEE hereby agrees to cooperate with KCAG, or KCAG's auditor or the State of California or the United States, or any duly authorized representative thereof, by making all appropriate and relevant Water Supply Study Project records available for audit and copying.
- 11. CONFLICT OF INTEREST: GRANTEE, its employees, contractors, and assigns, shall have no interest, nor acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this MOU.
- 12. ASSIGNMENT AND SUBCONTRACTING: Except as otherwise allowed expressly hereunder, GRANTEE shall not assign, transfer, or subcontract this MOU or any interest herein without prior written approval of KCAG.
- 13. INDEPENDENT CONTRACTOR: GRANTEE is an independent contractor and neither GRANTEE nor any employee or subcontractor of GRANTEE is an employee of KCAG. GRANTEE shall retain the right to exercise full control and supervision of its officers, employees and agents in the provision of services hereunder, and full control over the employment, direction, compensation and discharge of officers, employees and agents. GRANTEE shall be solely responsible for payment of its employees and compliance with social security, workers compensation, unemployment insurance, and income tax withholding and all laws and regulations governing such matters.
- NON-DISCRIMINATION CLAUSE: During the performance of this MOU, GRANTEE and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identify, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status. GRANTEE shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. GRANTEE and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12900 et. Seg.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, part 1, Division 3, Title 2 of the Government Code (Government Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. GRANTEE shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance

with this clause. GRANTEE and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) GRANTEE shall include the non-discrimination and compliance provisions of this section in all subcontracts to perform work under this MOU.

- 15. ENERGY CONSERVATION: GRANTEE shall comply with mandatory standards and policies relating to energy efficiency which are contained in the California State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub., L. 94-163).
- 16. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
 - A. If for this MOU, GRANTEE made a commitment to achieve small business participation, then GRANTEE must within sixty (60) days of receiving final payment under this MOU report to the awarding department the actual percentage of small business participation that was achieved. (Government Code § 14841.)
 - B. If for this MOU, GRANTEE made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then GRANTEE must within sixty (60) days of receiving final payment under this MOU certify in a report to the awarding department: (1) the total amount the prime Contractor received under this MOU; (2) the name and address of the DVBE(s) that participated in the performance of the MOU; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the MOU have been made to the CVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty in violation. (Mil. & Vets. Code §999.5(d); Government Code §14841.)
- 17. COMPLIANCE: GRANTEE shall comply with all current Federal, State, and local laws, ordinances, and regulations applicable in carrying out its obligations under this MOU. GRANTEE's failure to so comply shall constitute a material breach of this MOU.
- 18. JURISDICTION AND VENUE: This MOU shall be administered and interpreted under the laws of the State of California. Venue for any litigation arising from the MOU shall be the Superior Court for the State of California in Kings County, California. GRANTEE hereby waives the provisions of section 394 of the California Code of Civil Procedure.
- 19. SEVERABILITY: If any part of this MOU is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the MOU shall be in full force and effect.
- 20. INTEGRATION & AMENDMENTS: This MOU including the recitals and exhibits represents the entire understanding of the parties as to those matters contained herein and supersedes all prior negotiations, representations or agreements, either written or oral. This MOU may be amended only by written instrument, signed by both KCAG and GRANTEE.
- 21. USE OF KCAG PROPERTY: GRANTEE shall not use KCAG premises, property (including equipment, instruments and supplies), or personnel for any purpose other than in the performance of GRANTEE's obligations under this MOU.

22. AUTHORITY: Each signatory to this MOU represents that it is authorized to enter into this MOU and to bind the Party to which its signature represents.							
IN WITNESS WHEREOF, this MOU is executed on the day and year first above written.							
Terri King, Executive Director Kings County Association of Governments	Date						
Marissa Trejo, City Manager City of Lemoore	Date						
APPROVED AS TO FORM:							
Counsel Kings County Association of Governments	Date						

EXHIBIT A

Notice of Funding Availability and Final Guidelines - Metropolitan Planning Organization Allocation Regional Early Action Planning Grant (REAP 2.0)

EXHIBIT B

State Department of Housing and Community Development signed Standard Agreement No. 22-REAP2-17549 between KCAG and the State Department of Housing and Community Development

EXHIBIT C

City of Lemoore: REAP 2.0 Local Suballocation Grant Program Application for a "City of Lemoore Water Supply Study"



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

Staff Report

		Item No: 4-6
To:	Lemoore City Council	
From	Marissa Trejo, City Manager	
Date:	March 17, 2025	Meeting Date: April 1, 2025
Subject:	Authorization to Purchase 4 Toy	ota Prius Plug-in Hybrids Vehicles
Strategic	Initiative:	
☐ Saf	e & Vibrant Community	☐ Growing & Dynamic Economy
⊠ Fise	cally Sound Government	
☐ Cor	mmunity & Neighborhood Livability	☐ Not Applicable
to replace	ize the City Manager to proceed with	purchasing 4 Toyota Prius Plug-in Hybrids ed by the Building Division and authorize a below.

Subject/Discussion:

On March 17, 2025, City staff submitted a San Joaquin Valley Air Pollution Control District Public Benefit Grants Program New Alternative Fuel Vehicle Purchase Application (Grant) to purchase 4 new Toyota Prius Plug-in Hybrids for use by our Building Division.

Currently, the Building Division utilizes gas powered trucks, for which the City currently makes lease payments on two, but trucks are not needed for this type of work and staff has determined that purchasing plug-in hybrid vehicles would be a better use of available funding and an overall savings long-term.

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Cost:

\$39,146.42 per vehicle x 4 vehicles = \$156,585.68 Total

Funding:

\$20,000 per vehicle grant x 4 vehicles = \$80,000

\$156.585.68

\$ 80,000.00

\$ 76,585.68

This leaves \$76,585.68 that the City will need to fund from the General Fund.

The City did receive \$47,114.00 in unanticipated revenue to the General Fund from the surplus vehicle auction, which, if used, means there would be an additional General Fund net expense of \$29,471.68 in the current Fiscal Year.

Savings:

Approximately \$6,000 in annual fuel costs

\$21,101.52 in annual lease payments as these trucks would be recycled into Public Works divisions with enterprise funds

\$ 6,000.00

- <u>\$ 21,101.52</u>

\$ 27,101.52 savings for FY 26

Summary:

In FY 25, the City would anticipate a net unanticipated expense of \$29,471.68, but in FY 26, FY 27, and FY 28, the City would anticipate a savings of approximately \$27,101.52 per fiscal year totaling \$81,304.56 over the 3 year period and then approximately \$6,000 per year thereafter.

Additional Notes:

Through the recycling of trucks, this also allows for the oldest 4 trucks to be available for the 4 new Groundskeeper positions without having to acquire additional fleet.

Financial Consideration(s):

In FY 25, the City would anticipate a net unanticipated expense of \$29,471.68, but in FY 26, FY 27, and FY 28, the City would anticipate a savings of approximately \$27,101.52 per fiscal year totaling \$81,304.56 over the 3 year period and then approximately \$6,000 per year thereafter.

Alternatives or Pros/Cons:

Alternative:

Do not authorize the City Manager to proceed with purchasing 4 Toyota Prius Plug-in Hybrids.

Pros:

Long-term savings

Cons:

• Short-term expense

$\frac{\textbf{Commission/Board Recommendation:}}{N/A}$

<u>Staff Recommendation:</u>
To authorize the City Manager to proceed with purchasing 4 Toyota Prius Plug-in Hybrids to replace gas powered trucks currently utilized by the Building Division.

Please note that if, for some reason, the Grant is not approved, the City would not move forward with the purchase.

Attachments: Resolution:	Review:	Date:
☐ Ordinance:	□ City Attorney	03/25/2025
□ Мар	□ City Clerk	03/25/2025
☐ Contract	□ City Manager	03/24/2025
☐ Other	⊠ Finance	02/10/2025



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

Staff Report

Item No: 4-7

To: Lemoore City Council

From Josalynn Valdez, Finance Director

Date: March 24, 2025 Meeting Date: April 1, 2025

Subject: Investment Policy

S	tra	te	gic	In	iti	ati	ve:
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☐ Safe & Vibrant Community	☐ Growing & Dynamic Economy
☐ Fiscally Sound Government	
□ Community & Neighborhood Livability	☐ Not Applicable

Proposed Motion:

Approval of the Investment Policy for the City of Lemoore.

Subject/Discussion:

The Investment Policy is reviewed annually for any necessary updates and changes required. There have been no changes required to the Investment Policy this year. The attached policy requires the City of Lemoore to invest public funds in a manner to comply with state and local laws; and ensure prudent money management.

The investment policy applies to all investment activities and fiscal assets of the City of Lemoore as accounted for in the Annual Comprehensive Financial Report (ACFR). This policy is applicable, but not limited to, all funds listed below:

- General Fund,
- Capital Funds
- Other Special Revenue Funds, Debt Service Funds, Internal Service Funds
- Any new fund created by the City Council unless specifically exempted.

The City continues to work Optimized Investment Partners to ensure we are meeting all regulations and remain compliant.

Financial Consideration(s):

N/A.

Alternatives or Pros/Cons:

Pros:

Remain compliant with state and local laws

Cons:

• None.

Commission/Board Recommendation:

<u>Staff Recommendation:</u>
Staff recommends approval of the Investment Policy for the City of Lemoore.

Attachments:	Review:	Date:
☐ Resolution:		
☐ Ordinance:	⊠ City Attorney	03/25/2025
□ Map	⊠ City Clerk	03/25/2025
☐ Contract	⊠ City Manager	03/24/2025
Other	⊠ Finance	03/24/2025
List: Investment Policy		

List: Investment Policy

CITY OF LEMOORE INVESTMENT POLICY

(Last Reviewed 03/01/25)



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1. Policy

The City of Lemoore shall invest public funds in such a manner as to comply with state and local laws; ensure prudent money management; provide for daily cash flow requirements; and meet the objectives of the Policy, in priority order of Safety, Liquidity and Return on investment. In accordance with the Municipal Code of the City of Lemoore and under authority granted by the City Council, the City Manager is responsible for investing the unexpended cash in the City Treasury.

2. Scope

The investment policy applies to all investment activities and financial assets of the City of Lemoore as accounted for in the Annual Comprehensive Financial Report (ACFR). This policy is applicable, but not limited to, all funds listed below:

- General Fund
- Capital Funds
- Other Special Revenue Funds, Debt Service Funds, Internal Service Funds
- Any new fund created by the City Council unless specifically exempted.

3. Prudence

The standard of prudence to be used by the designated representative shall be the "prudent investor" standard and shall be applied in the context of managing the overall portfolio. Persons authorized to make investment decisions on behalf of local agencies investing public funds are trustees and therefore fiduciaries subject to the prudent investor standard which states, "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency".

The City Manager and other individuals assigned to manage the investment portfolio, acting within the intent and scope of the investment policy and other written procedures and exercising due diligence, shall be relieved of personal responsibility and liability for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely manner and appropriate action is taken to control adverse developments.

4. Objectives

The City's primary investment objectives, in order of priority, shall be:

 Safety: Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The City shall seek to preserve principal by mitigating the two types of risk: credit risk and market risk.

- a. Credit risk, defined as the risk of loss due to failure of the issuer of a security, shall be mitigated by investing in issuers that carry the direct or implied backing of the U.S. Government (including, but not limited to, the U.S. Treasury, U.S. Government Agencies, and federally insured banks). The portfolio will be diversified so that the failure of any one issuer does not unduly harm the City's capital base and cash flow.
- b. Market risk, (aka "interest rate risk") defined as market value fluctuations due to overall changes in the general level of interest rates shall be mitigated by limiting the maximum maturity of any one security to five years, structuring the portfolio based on historic and current cash flow analysis eliminating the need to sell securities prior to maturity and avoiding the purchase of long-term securities for the sole purpose of short-term speculation. Moreover, it is the City's full intent, at the time of purchase, to hold all investments until maturity to ensure the return of all invested principal dollars. Limited exceptions will be granted for security swaps that would improve the portfolio's yield and/or credit quality.
- 2. Liquidity: The City's investment portfolio will remain sufficiently liquid to enable the City of Lemoore to meet all operating requirements which might be reasonably anticipated.
- 3. Return on Investments: The City's investment portfolio shall have the objective of attaining a comparative performance measurement or an acceptable rate of return throughout budgetary and economic cycles. These measurements should be commensurate with the City's investment risk constraints identified in this Investment Policy and the cash flow characteristics of the portfolio.

5. Delegation of Authority

The Municipal Code of the City of Lemoore and the authority granted by City Council assign the responsibility of investing unexpended cash to the City Manager. Daily management responsibility of the investment program may be delegated to the Finance Director, who shall establish procedures for the operation consistent with this investment policy.

6. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that conflicts with proper execution of the investment program or impairs their ability to make impartial investment decisions. Additionally, the City Manager and the Finance Director are required to annually file applicable financial disclosures as required by the Fair Political Practices Commission (FPPC). Furthermore, Investment officials must refrain from undertaking personal investment transactions with the same

individual(s) employed by the financial institution with whom business is conducted on behalf of the City.

7. Authorized Dealers and Institutions

The Finance Director will maintain a list of approved financial institutions authorized to provide investment services to the public agency in the State of California. These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). Best practices include the following: 1) A determination that all approved broker/dealer firms, and individuals covering the public agency, are reputable and trustworthy; 2) the broker/dealer firms should have the ability to meet all their financial obligations in dealing with the Public Agency; 3) the firms, and individuals covering the agency, should be knowledgeable and experienced in Public Agency investing and the investment products involved; 4) no public deposit shall be made except in a qualified public depository as established by the established state laws; 4) all financial institutions and broker/dealers who desire to conduct investment transactions with the public agency may supply the City Manager with audited financial statements, proof of FINRA certification, trading resolution, proof of State of California registration, a completed broker/dealer questionnaire, certification of having read the Public Agency's investment policy and depository contracts.

The City Manager may conduct an annual review of the financial condition and registrations of qualified dealers & institutions.

8. Authorized and Suitable Investments

Investment of City funds is governed by the California Government Code Sections 53600 et seq. Within the context of the limitations, the following investments are authorized, as further limited herein:

- 1. United States Treasury Bills, Bonds, and Notes or those for which the full faith and credit of the United States are pledged for payment of principal and interest. There is no percentage limitation of the portfolio that can be invested in this category, although a five-year maturity limitation is applicable.
- 2. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
- 3. Local Agency Investment Fund (LAIF), which is a State of California managed investment pool, and the Kings County Investment pool, may be used up to the maximum permitted by California State Law. A review of the pool/fund is required when part of the list of authorized investments, with the knowledge that the pool/fund may include some investments allowed by statute but not explicitly identified in this investment policy.

Additionally, shares of beneficial interest issued by a joint powers authority organized pursuant to CA Code (Section 6509.7) that invests in the securities and obligations in compliance with CA Code 53601 (subsection 'a' to 'r', inclusive) are also authorized. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

- The adviser is registered or exempt from registration with the Securities and Exchange Commission.
- The adviser has not less than five years of experience investing in the securities and obligations authorized in CA Code (subsection 'a' to 'r', inclusive).
- The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).
- 4. Negotiable Certificates of Deposit issued by nationally or state-chartered banks (FDIC insured institutions) or state or federal savings institutions. Purchases of negotiable certificates of deposit may not exceed 30% of total portfolio. Principal and accrued interest on these investments must not exceed the \$250,000 FDIC insurance limit. A maturity limitation of five years is applicable.
- 5. Time deposits or placement service deposits, non-negotiable and collateralized in accordance with the California Government Code, may be purchased through banks or savings and loan associations. Since time deposits are not liquid, no more than 50% of the investment portfolio may be invested in this investment type. A maturity limitation of five years is applicable. Effective January 1, 2020, no more than 50 percent of the agency's money may be invested in deposits, including certificates of deposit, through a placement service as authorized under 53601.8 (excludes negotiable certificates of deposit authorized under Section 53601(i)). On January 1, 2026, the maximum percentage of the portfolio reverts back to 30 percent. Investments made pursuant to 53635.8 remain subject to a maximum of 30 percent of the portfolio.
- 6. Various daily money market funds administered for or by trustees, paying agents and custodian banks contracted by the City of Lemoore may be purchased as allowed under the State of California Government Code. Only funds holding U.S. Treasury or Government agency obligations can be used.

The following summary of maximum percentage limits, by instrument, are established for the City's investment portfolio:

Authorized Investment Type	Government Code	Maximum Maturity	Minimum Credit Quality	Maximum in Portfolio	Maximum Investment in One Issuer
Treasury Obligations (bills, notes, & bonds)	53601(b)	5 Years	N/A	100%	N/A
US Government Agency and Federal Agency Securities	53601(f)	5 Years	N/A	100%	N/A
Local Agency Investment Fund (LAIF)	16429.1	Upon Demand	N/A	As permitted by LAIF (currently \$65 million per account)	N/A
Kings County Investment Pool	53684	Upon Demand	N/A	As permitted by County Treasurer (currently no limit)	N/A
Joint Powers Authority Pool	53601(p)	N/A	See § 8.3 (above)	None	N/A
Negotiable Certificates of Deposit	53601(i)	5 Years	N/A	30%	N/A
Placement Service Deposits	53601.8 and 53635.8	5 Years	N/A	50%	N/A

9. Review of Investment Portfolio

The securities held by the City of Lemoore must be in compliance with Section 8.0 "Authorized and Suitable Investments" at the time of purchase. The City Manager should review the portfolio (at least annually) to identify those securities that do not comply.

The City Manager should establish procedures to report any major and critical incidences of noncompliance identified through the review of the portfolio.

10. Investment Pools / Money Market Funds

A thorough investigation of the investment pool/money market fund is required prior to investing, and on a continual basis. Best efforts will be made to acquire the following information:

- 1. A description of eligible investment securities, and a written statement of investment policy and objectives.
- 2. A description of interest calculations and how it is distributed, and how gains and losses are treated.
- 3. A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- 4. A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.

- 5. A schedule for receiving statements and portfolio listings.
- 6. Are reserves, retained earnings, etc. utilized by the pool/fund?
- 7. A fee schedule, and when and how is it assessed.
- 8. Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

11. Collateralization

Collateralization will be required on two types of investments: non-negotiable certificates of deposit and repurchase (and reverse repurchase) agreements. To anticipate market changes and provide a level of security for all funds, the collateralization level will be 110% of market value for non-negotiable certificate of deposit and 102% for reverse repurchase agreements of principal and accrued interest.

Collateral will always be held by an independent third party with whom the entity has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the entity and retained.

The City may waive the collateralization requirements for any portion of the deposit that is covered by Federal Deposit Insurance.

12. Safekeeping and Custody

All security transactions shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by a third-party custodian designated by the City Manager and evidenced by safekeeping receipts.

13. Diversification

The City shall diversify the investments within the portfolio to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions, or maturities. To promote diversification, no more than 5% of the portfolio may be invested in the securities of any one issuer, regardless of security type, excluding U.S. Treasuries, federal agencies, and pooled investments such as LAIF, money market funds, or local government investment pools.

14. Maximum Maturities

To the extent possible, the City of Lemoore will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than 5 years from the date of purchase. Any investment longer than 5 years must be done with advance permission from City Council.

15. Internal Controls

The City Manager is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City of Lemoore are protected from loss, theft, fraud or misuse.

Separation of functions between the City Manager and Finance Director is designed to provide an ongoing internal review to prevent the potential for converting assets or concealing transactions.

Investment decisions are made by the City Manager, executed by the Senior Accountant/Accountant and confirmed by the Finance Director. All wire transfers initiated by the Finance Director must be reconfirmed by the appropriate financial institution to the City Manager. Proper documentation obtained from confirmation and cash disbursement wire transfers is required for each investment transaction. Timely bank reconciliation is conducted to ensure proper handling of all transactions.

The investment portfolio and all related transactions are reviewed and balanced to appropriate general ledger accounts by the Finance Director on a monthly basis. An independent analysis by an external auditor shall be conducted annually to review and perform procedure testing on the City's cash and investments that have a material impact on the financial statements. The City Manager shall review and assure compliance with investment process and procedures.

16. Performance Standards

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs.

The City intends to spread its investments relatively evenly between 0 and 5 years and hold those investments to maturity. The City is limiting its authorized investments to the safest end of the investment spectrum—debt issued by the U.S. Treasury, U.S. Government Agencies, and debt that is federally insured (see section 8.0 Authorized and Suitable Investments, above, for a complete list of authorized investments).

Therefore, an appropriate performance benchmark will be a Constant Treasury Maturity Rate consistent with the weighted average maturity of the portfolio. The City recognizes that benchmarks may change over time based on changes in market conditions or cash flow requirements.

17. Reporting

The City Manager shall review and render quarterly reports to the City Council that include the following information:

- Investment type (e.g. U.S. Treasury Note, U.S. Government Agency Bond)
- Name of the issuer (e.g. Federal Farm Credit Bank, Federal Home Loan Bank)
- Maturity date

- Yield to maturity
- Current market value and source of market value
- Par and dollar amount for each security the City has invested in
- Par and dollar amount on any money held by the City (e.g. LAIF balance, Cash Balance).

The report shall also include a description of any of the City's funds, investments, or programs that are under the management of contracted parties, including lending programs.

The quarterly report shall state compliance of the portfolio to the investment policy, or manner in which the portfolio is not in compliance.

The quarterly report shall include a statement denoting the ability of the City to meet its expenditure requirements for the next six months or provide an explanation as to why sufficient money shall (or may not) be available.

The quarterly reports shall be placed on the City Council meeting agenda for its review and approval no later than 45 days after the guarter ends. If there are no Council meetings within the 45-day period, the quarterly report shall be presented to the Council at the soonest possible meeting thereafter.

18. Investment Policy Adoption

The City of Lemoore investment policy shall be adopted by resolution of the City Council. The policy shall be reviewed annually by the City Council and any modifications made thereto must be approved by the City Council.

The City Manager shall establish written investment policy procedures for the operation of the investment program consistent with this policy. The procedures should include reference to: safekeeping, master repurchase agreements, wire transfer agreements, banking service contracts and collateral/depository agreements. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City of Lemoore.

19. Glossary of Terms in this Policy

Accrued Interest: Interest earned but not yet received.

Annual Comprehensive Financial Report (ACFR): The official annual financial report for the City. It includes five combined statements and basic financial statements for each individual fund and account group prepared in conformity with Generally Accepted Accounting Principles (GAAP).

Bond: A financial obligation for which the issuer promises to pay the bondholder a specified stream of future cash flows, including periodic interest payments and a principal repayment.

Bond Swap: Selling one bond issue and buying another at the same time in order to create an advantage for the investor. Some benefits of swapping may include taxdeductible losses, increased yields, and an improved quality portfolio.

Broker: In securities, the intermediary between a buyer and a seller of securities. The broker, who usually charges a commission, must be registered with the exchange in which he or she is trading, accounting for the name registered representative.

Certificate of Deposit: A deposit insured up to \$250,000 by the Federal Deposit Insurance Corporation (FDIC) at a set rate for a specified period of time.

Collateral: Securities, evidence of deposit or pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposit of public moneys.

Constant Maturity Treasury (CMT): An average yield of a specific Treasury maturity sector for a specific time frame. This is a market index for reference of past direction of interest rates for the given Treasury maturity range.

Custody: A banking service that provides safekeeping for the individual securities in a customer's investment portfolio under a written agreement that also calls for the bank to collect and pay out income, to buy, sell, receive and deliver securities when ordered to do so by the principal.

Delivery vs. Payment (DVP): Delivery of securities with a simultaneous exchange of money for the securities.

Diversification: Dividing investment funds among a variety of securities offering independent returns and risk profiles.

Federal Deposit Insurance Corporation (FDIC): Insurance provided to customers of a subscribing bank that guarantees deposits to a set limit (currently \$250,000) per account.

Interest Rate: The annual yield earned on an investment, expressed as a percentage.

Liquidity: Refers to the ability to rapidly convert an investment into cash.

Market Value: The price at which a security is trading and could presumably be purchased or sold.

Maturity: The date upon which the principal or stated value of an investment becomes due and payable.

Portfolio: Collection of securities held by an investor.

Primary Dealer: A group of government securities dealers that submit daily reports of market activity and security positions held to the Federal Reserve Bank of New York and are subject to its informal oversight.

Purchase Date: The date in which a security is purchased for settlement on that or a later date.

Rate of Return: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

Risk: Degree of uncertainty of return on an asset. Safekeeping: See Custody.

Settlement Date: The date on which a trade is cleared by delivery of securities against funds.

Time Deposit: A deposit in an interest-paying account that requires the money to remain on account for a specific length of time. While withdrawals can generally be made from a passbook account at any time, other time deposits, such as certificates of deposit, are penalized for early withdrawal.

Treasury Obligations: Debt obligations of the U.S. Government that are sold by the Treasury Department in the forms of bills, notes, and bonds. Bills are short-term obligations that mature in one year or less. Notes are obligations that mature between one year and ten years. Bonds are long-term obligations that generally mature in ten years or more.

U.S. Government Agencies: Instruments issued by various US Government Agencies most of which are secured only by the credit worthiness of the particular agency.

Yield: The rate of annual income return on an investment, expressed as a percentage. It is obtained by dividing the current dollar income by the current market price of the security.

Yield to Maturity: The rate of income return on an investment, minus any premium or plus any discount, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond, expressed as a percentage.

20. Glossary of General Investment Terms

Active Deposits: Funds that are immediately required for disbursement.

Amortization: An accounting practice of gradually decreasing (increasing) an asset's book value by spreading its depreciation (accretion) over a period of time.

Asked Price: The price a broker dealer offers to sell securities. Basis Point: One basis point is one hundredth of one percent (.01). Bid Price: The price a broker / dealer offers to purchase securities.

Book Entry Securities: Securities, such stocks held in "street name," that are recorded in a customer's account, but are not accompanied by a certificate. The trend is toward a certificate-free society to cut down on paperwork and to diminish investors' concerns about the certificates themselves. All the large New York City banks, including those that handle the bulk of the transactions of the major government securities dealers, now clear most of their transactions with each other and with the Federal Reserve through the use of automated telecommunications and the "book-entry" custody system maintained by the

Federal Reserve Bank of New York. These banks have deposited with the Federal Reserve Bank a major portion of their government and agency securities holdings, including securities held for the accounts of their customers or in a fiduciary capacity for the City. Virtually all transfers for the account of the banks, as well as for the government securities dealers who are their clients, are now effected solely by bookkeeping entries. The system reduces the costs and risks of physical handling and speeds the completion of transactions.

Book Value: The value at which a debt security is shown on the holder's balance sheet. Book value is acquisition cost less amortization of premium or accretion of discount.

Bullet Bond: See "Non-callable Bond."

Callable Bond: A debit obligation where the bond issuer (i.e. borrower) has the option to *call the bond* or pay it off early (before the scheduled maturity date). For instance, a 5-year bond might be "callable quarterly"—meaning that, although the bond has a scheduled end date 5 years from now, it could end in 3 months (and every 3 months after that, until the scheduled maturity date).

Coupon: The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value.

Credit Analysis: A critical review and appraisal of the economic and financial conditions or of the ability to meet debt obligations.

Current Yield: The interest paid on an investment expressed as a percentage of the current price of the security.

Discount: The difference between the cost of a security and its value at maturity when quoted at lower than face value.

Duration: The weighted average maturity of a bond's cash flow stream, where the present value of the cash flows serve as the weights; the future point in time at which on average, an investor has received exactly half of the original investment, in present value terms; a bond's zero-coupon equivalent; the fulcrum of a bond's present value cash flow time line.

Fannie Mae: Trade name for the Federal National Mortgage Association (FNMA), a U.S. sponsored corporation.

Federal Reserve System: The central bank of the U.S. that consists of a seven member Board of Governors, 12 regional banks and approximately 8,000 commercial banks that are members.

Fed Wire: A wire transmission service established by the Federal Reserve Bank to facilitate the transfer of funds through debits and credits of funds between participants within the Fed system.

Freddie Mac: Trade name for the Federal Home Loan Mortgage Corporation (FHLMC). a U.S. sponsored corporation.

Investment Agreements: An agreement with a financial institution to borrow public funds subject to certain negotiated terms and conditions concerning collateral, liquidity and interest rates.

Nationally Recognized Statistical Rating Organizations (NRSRO): A U.S. Securities & Exchange Commission registered agency that assesses the creditworthiness of an entity or specific security. NRSRO typically refers to Standard and Poor's Ratings Services, Fitch Ratings, Inc. or Moody's Investors Services.

New Issue: Term used when a security is originally "brought" to market.

Non-callable Bond: Also known as, "Bullet Bond." A non-callable bond is a debt obligation where the bond issuer does not have the option to "call the bond" i.e.-end the bond before the scheduled maturity date.

Perfected Delivery: Refers to an investment where the actual security or collateral is held by an independent third party representing the purchasing entity.

Repurchase Agreement (REPO): A transaction where the seller (bank) agrees to buy back from the buyer (City) the securities at an agreed upon price after a stated period of time.

Reverse Repurchase Agreement (REVERSE REPO): A transaction where the seller (City) agrees to buy back from the buyer (bank) the securities at an agreed upon price after a stated period of time.

Secondary Market: A market made for the purchase and sale of outstanding issues following the initial distribution.

Yield Curve: The yield on bonds, notes or bills of the same type and credit risk at a specific date for maturities up to thirty years.



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

Staff Report

Item No: 4-8 To: **Lemoore City Council** From Diego Lopez, Assistant Public Works Director Date: March 20, 2025 Meeting Date: April 1, 2025 Subject: Right of Way Dedication – South Side of Iona Avenue Strategic Initiative: □ Growing & Dynamic Economy ☐ Fiscally Sound Government □ Community & Neighborhood Livability ☐ Not Applicable **Proposed Motion:** Approval of Right of Way Dedication along the south side of Iona Avenue. Subject/Discussion: The City of Lemoore is requesting to accept the grant deed from Anthony Rodriguez and Monica Rodriguez, husband and wife, as joint tenants, for a right of way dedication. The right of way dedication is located on the southerly forty-two (42) feet of the west half of the southeast guarter on Iona Ave. between 19th Ave. and Vine Street. The property has been previously vacant, but is currently under development for commercial use. Easements are required from the subject property to allow the City access for the extension utilities and installation of curb and gutter. Financial Consideration(s): No cost for the City. Staff Recommendation: Staff recommends approval of the Right of Way Dedication and allow for it to be recorded. Attachments: Review: Date:

☐ Ordinance:	□ City Attorney	03/25/2025
□ Map	□ City Clerk	03/25/2025
☐ Contract	□ City Manager	03/24/2025
Other: Grant Deed Exhibit	⊠ Finance	03/25/2025

Recording requested by and Please mail instrument to:

City of Lemoore 711 Cinnamon Drive. Lemoore, CA 93245 ATTN: Frank Rivera

This instrument benefits City only. No fee required per Government Code Section 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed
THE UNDERSIGNED GRANTOR(S) DECLARE(s)
DOCUMENTARY TRANSFER TAX IS \$ EXEMPT PUBLIC ENTITY [] unincorporated area (X) City of Lemoore Assessor's Parcel No. 023-170-015 [] computed on the full value of property conveyed, or [] computed on the full value less value of liens or encumbrances remaining at time of sale, and
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, represents that, as the owner(s) of the herein-described real property,
Anthony Rodriguez and Monica Rodriguez, husband and wife, as joint tenants
hereby GRANT(s) in fee for public purposes interest to CITY OF LEMOORE, A MUNICIPAL CORPORATION, the real property in the City of Lemoore, County of Kings, State of California, described as follows:
SEE "EXHIBIT A" ATTACHED FOR LEGAL DESCRIPTION AND "EXHIBIT A-1" FOR PLAT AND INCORPORATED HEREIN BY REFERENCE
Signed this 31 day of January, 20 25
Grantor Signature(s):
BY: ANTHONY RODRIGUEZ TITLE: OWNER
Grantor Signature(s): Mould have
BY: MONICA RODRIGUEZ TITLE: OWNER
Public Agency Acknowledgement City of Lemoore County of Kings State of California
I, Marisa Avalos, City Clerk of the City of Lemoore, do hereby certify that at a Regular Meeting of the City Council of the City of Lemoore held, City Council acknowledged the executed Grant Deed from Anthony Rodriguez and Monica Rodriguez, for a portion of 023-170-015 .

Marisa Avalos, City Clerk

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA COUNTY OF KINGS

On JANUARY 31, 2025 before me, GAY LYNNE HOOPER , Notary Public, personally appeared ANTHONY RODRIGUEZ , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

Signature

GAY LYNNE HOOPER
Notary Public - California
Kings County
Commission # 2349018
My Comm. Expires Mar 22, 2025

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA COUNTY OF KINGS

On <u>January 31, 2025</u> before me, <u>GAY LYNNE HOOPER</u>, Notary Public, personally appeared <u>MONICA RODRIGUEZ</u>, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

Signature Lym Horper

GAY LYNNE HOOPER
Notary Public - California
Kings County
Commission # 2349018
My Comm. Expires Mar 22, 2025

EXHIBIT "A"

The southerly 42.00 feet of the West Half of the West Half of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 10, Township 19 South, Range 20 East, Mount Diablo Base and Meridian, in the City of Lemoore, County of Kings, State of California.

Containing, 6977 square feet, more or less.

Attached hereto is a plat labeled Exhibit "A-1", and by this reference made a part hereof.

No. 8167

EXHIBIT "A-1" **RIGHT-OF-WAY NOTE:** THE EXISTING RIGHT-OF-WAY ON THE NORTH SIDE OF WEST IONA AVENUE ALONG THE FRONTAGE OF THE SUBJECT PARCEL, IS 20.00 FEET AS LISTED IN VOLUME ONE OF THE ROAD REGISTER, AT PAGE 262, IN THE OFFICE OF THE KINGS COUNTY SURVEYOR. THE COUNTY WAS NOT ABLE TO SUPPLY ANY ADDITIONAL DOCUMENTATION FOR THIS RIGHT-OF-WAY. WEST LINE OF THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SEC. 10-19/20 VINE STREET EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SEC. 10-19/20 No. 8167 DEDICATED R/W (6977 SQ. FT.) 2.3.202 S89° 37' 23"W 166.13' N00° 23' 30"E S00° 24' 17"W 42.00' 42.00 498.40' 166.14 S89° 37' 23"W 664.54' EX. R/W 20' EX. WEST IONA AVENUE SW CORNER OF SEC. 10-19/20 S 1/4 CORNER OF SEC. 10-19/20 30 60 SCALE: 1"=60" Z210720 Sheet No. Job No. Exhibit 'A-1' 609 N. Irwin St. Drawn By: MO **Right-of-Way Dedication** Hanford, CA 93230 Checked By: AD Office: (559) 582-1056 From Anthony and Monica 1 of 1 Indexed By: Fax: (559) 584-4143 Rodriguez 2/3/2025 Date:



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

Staff Report

Item No: 5-1

To: Lemoore City Council

From Kristie Baley, Management Analyst

Date: March 24, 2025 Meeting Date: April 1, 2025

Subject: Resolution 2025-13 - To Declare Three (3) Parcels of Land Located on

the Northeast Corner of 19 ½ Avenue and Cedar Lane as "Exempt Surplus Land" and Approving Disposition and Development Agreement Between the City of Lemoore and KKAL, LP (John Kashian) for the Sale of City Owned Property and Authorizing the City Manager to Sign the Development Agreement, Escrow, and Associated Documents for the

Sale of Property (APNs 023-400-001, -002-, and -003)

Strategic Initiative:

☐ Safe & Vibrant Community	☐ Growing & Dynamic Economy
☐ Fiscally Sound Government	☐ Operational Excellence
□ Community & Neighborhood Livability	☐ Not Applicable

Proposed Motion:

Adopt Resolution No. 2025-13, declaring City-owned property "exempt surplus land", approving the disposition and development agreement between the City of Lemoore and KKAL, LP (John Kashian), and authorizing the City Manager, or designee, to sign disposition and development agreement, escrow and associated documents for the purpose of constructing affordable housing on the Property.

Subject/Discussion:

In 2020 the City entered into an agreement with KKAL, LP (John Kashian) for a 5 year option to purchase 9.35 acres of City-owned property located at Cedar and 19 ½ Avenue (APNs 023-400-001, 002, and 003) for one dollar upon approval of a development proposal consistent with applicable law, including CEQA.

The site is zoned Professional Office. This district is designated for professional offices, which typically include administrative, financial, business, professional, medical, dental,

and public uses. Churches and places for religious assembly and compatible multi-family housing also are allowed (density range from a minimum of 17 to a maximum of 25 units per gross acre). Complementary support services, such as business support services and restaurants, also are permitted.

KKAL, LP (developer) in partnership with Caddis Properties, LLC is proposing to construct a 240-unit multi-family project with community building, maintenance building, and 3 laundry buildings, swimming pool, half-court basketball, and open play areas on the site. The project is to remain 100% affordable for 55 years. Multi-family projects require a conditional use permit (CUP) in this zone. However, the developer formally requested that the City make a finding to utilize Government Code Section 65913.4 which would also exempt the project from the CUP process and CEQA review. Several of the eligibility findings are listed below. Provisions of Government Code § 65913.4 are attached to this staff report and are herein made part of the project approval.

SB35 (Gov. Code, § 65913.4 et. seq.) Findings:

Eligibility of Locality

- o The City has not met its RHNA numbers for each income category; or
- The City has not submitted the housing element annual report by April 1.
 (Gov. Code, § 65913.4(a)(4)

AND

Eligible Housing Project:

- The project must be in an urbanized area or urban cluster with 75% of the perimeter developed with urban uses, on a site that allows residential use or a mix of residential and nonresidential uses under the zoning or general plan, or on a site that allows office or retail commercial use under the zoning that meets the requirements of the Middle-Class Housing Act (discussed below); and
- The project must be consistent with "objective" zoning, subdivision, and design review standards (but the general plan overrides inconsistent zoning standards); and
- At least two-thirds of the square footage of the development must be designated for residential use; and
- The project must include either 10% or 50% lower-income housing, depending on the City's progress in meeting target for above moderateand lower-income housing; and
- The project must either be a designated "public work"; or, if more than 10 units, the developer agrees to pay prevailing wages.

The developer also requested to utilize Government Code § 54221(f)(1)(A) to complete the exempt surplus property process for sale of the property. City staff approved the site plan on February 12, 2025 and are recommending to City Council that the parcels upon which the project will be built be declared "exempt surplus property" per Gov. Code, § 54221(f)(1)(A) and enter into an affordability agreement for the sale of the property. Findings for the determination include the following: (1) provide housing affordable to

persons and families of low or moderate income, as defined by Section 50093 of the Health and Safety Code or as defined by the United State Department of Housing and Urban Development or its successors; (2) be not less than 80 percent of the area of the parcel; (3) be not less than 40 percent affordable to households whose incomes are equal to, or less than, 75 percent of the maximum income of lower income households, and at least half of which shall be affordable to very low income households; and (4) shall be deed restricted for affordable housing for at least 30 years. (Government Code, § 37364.)

The process to declare the parcel "exempt surplus land" is as follows:

- 1. Approve an eligible project. Mr. Kashian should submit an application and, if the project meets all other City codes and policies and State law, the City should approve the project. To be eligible for a Surplus Land Act ("SLA") exemption, the project should also meet the above criteria.
- 2. Enter into a Disposition and Development Agreement ("DDA".) The DDA is an agreement between the developer and the City that binds the developer to construct a specific development and the City to dispose of the property to the developer if permits and other entitlements for the project are obtained. (Government Code, § 54221 (f)(1)(P)(iv).)
- 3. Declare property exempt. The City Council must declare the property to be "exempt surplus land" at a regular public meeting and the declaration must be supported by written findings demonstrating that the land is one of the SLA exemptions. (Government Code, § 54221 (b)(1).)
- 4. Submit the DDA to the Department of Housing and Community Development within 30 days. The City must submit to the DDA to HCD confirming the requirements for SLA exemptions have been met within 30 days of having declared the project exempt. (Government Code, § 54221 (f)(1)(P)(iv).)

Notices of availability were emailed to all appropriate public agencies on February 28, 2025. 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 SLA Guidelines.

The project is exempt from further review under the California Environmental Quality Act (CEQA) based on Categorical Exemption Class 32 (CEQA Guidelines Section 15532),

Financial Consideration(s):

- Financial concession in the existing development agreement to purchase properties for one dollar.
- The developer included a 30% reduction to impact fees in the development agreement, however this is would not be in the best interest of the City and was removed from the agreement.
- Sale of the surplus land to KKAL, LP will have no affect on the Housing funds available for future projects, however the developer has asked the city to be a HOME Grant applicant for this project.

• The City is proposing to utilize the project to apply to apply for grant funds to complete off-site sidewalk repair/installation and bike lanes within a one (1) to two (2) mile radius that would otherwise rely on the City's CIP budget.

Alternatives or Pros/Cons:

Pros:

- Fulfill requirements of existing development agreement between City and KKAL, LP.
- Increase the number of affordable housing units as required by the State law.
- Complete off-site infrastructure improvements that would otherwise rely on the City's CIP budget.

Cons:

- Negative perception of existing development agreement.
- Negative perception of affordable housing by some.

Commission/Board Recommendation:

None.

Staff Recommendation:

Staff recommends City Council adopt the resolution 2025-13 to declare the property exempt surplus land, approving 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:	Review:	Date:
⊠ Resolution: 2025-13		03/25/2025
☐ Ordinance:		03/25/2025
□ Map		03/24/2025
☐ Contract		03/25/2025
Other		
List:		
Draft DDA		
Site Plan Review Cor	nditions of Approval	
Gov. Code § 65913.4		
Existing DDA		
•		

RESOLUTION NO. 2025-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE TO DECLARE THREE (3) PARCELS OF LAND LOCATED ON THE NORTHEAST CORNER OF 19 ½ AVENUE AND CEDAR LANE AS "EXEMPT SURPLUS LAND" AND APPROVIING DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LEMOORE AND KKAL, LP (JOHN KASHIAN) FOR THE SALE OF CITY OWNED

PROPERTY AND AUTHORIZING THE CITY MANAGER TO SIGN THE DEVELOPMENT AGREEMENT, ESCROW, AND ASSOCIATED DOCUMENTS FOR THE SALE OF PROPERTY (APNs 023-400-001, -002, and -003)

WHEREAS, the City of Lemoore ("City") is the owner in fee simple of that certain real property located at the northeast corner of 19 ½ Avenue and Cedar Lane in the City of Lemoore (APNs 023-400-001, -002, and -003) totaling approximately 9.35 acres and shown on the vicinity map in Exhibit "A", attached hereto and made a part hereof ("Property"); and

WHEREAS, in conformance with the CA Housing and Community Development Surplus Land Act, Government Code Sections 54220-54233 ("Act"), the City Council took formal action in a regular public meeting on April 1, 2025, declaring the that the Property is "Exempt Surplus Land and not necessary for the City's use; and

WHEREAS, the City sent a written notice of availability of the Property to HCD's list of housing sponsors, local agencies, and schools on February 28, 2025, and provided a 30-day response period, and

WHEREAS, the City did not receive any responses 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 April 1, 2025, accepting the KKAL, LP offer for the sale and development of the City owned Surplus Land, and

WHEREAS, a site plan was approved on February 12, 2025 for the proposed construction of an affordable housing apartment complex consisting of 240 residential units with a community building, maintenance building, and 3 laundry buildings, swimming pool, half-court basketball, and open play areas on the site; and

WHEREAS, 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 KKAL, LP (John Kashian) 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 Meet April 1, 2025, by the following votes:	ing of the City Council of the City of Lemoore held on
AYES:	
NOES:	
ABSENT:	
ABSTAINING:	
ATTEST:	APPROVED:
Marisa Avalos City Clerk	Patricia Matthews Mayor
	111mj OI

City of Lemoore	"Exhibit A"

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:	
Marissa Trejo	
City Manager	
Dated:	

DISPOSITION AND DEVELOPMENT AGREEMENT

By and Among

CITY OF LEMOORE a municipal corporation

and

KKAL, LP

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THIS DISPOSITION AND DEVELOPMENT AGREEMENT ("Agreement") is entered
into effective as of, 2025 ("Effective Date") by and between the City of Lemoore, a
California municipal corporation, ("City") and KKAL, LP, a California Limited Partnership
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 two-hundred forty (240) units of extremely low, very low, and low income family rental housing ______ to include _____(__) one-bedroom units, _____ (__) two-bedroom units, and _____ (__) three-bedroom units ("Project").
- C. City owns three (3) parcels of real property, identified as APN 023-400-001 (6.10 acres in size), APN 023-400-002 (.68 acres in size), and APN 023-400-003 (2.57 acres in size), located at the northeast corner of 19 ½ Avenue and Cedar Lane, aggregating 9.35 acres ("**Property**"), and more particularly described in <u>Exhibit A</u> 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, Developer submitted a request to construct an affordable housing project per requirements of Gov. Code Section 54221 (F) (1) (a). The City approved a site plan, identified the land in a 30 day public notice, and declared the property to be "exempt surplus land" at a regular public meeting held on April 1, 2025. 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.** <u>Definitions</u>. 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, and employees.
- (I) "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. <u>City's Representations.</u> City represents and warrants to Developer as follows, and City 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, City shall immediately give written notice of such fact or condition to Developer. City acknowledges that Developer shall rely upon City's representations made herein notwithstanding any investigation made by or on behalf of Developer:
- (a) <u>Authority</u>. 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. This Agreement constitutes valid and binding obligations of City, enforceable in accordance with their respective terms.
- **(b)** Non-Contravention. The execution, delivery and performance by City of this Agreement and the consummation by City of the transactions contemplated hereby do not and will not (with or without notice or lapse of time, or both): (i) contravene, conflict with or result in a violation or breach of any provision of any law, rule or regulation, including, but not limited to, the California Surplus Land Act; or (ii) result in the imposition or creation of any lien or encumbrance on, or with respect to, the Property.
- (c) <u>FIRPTA</u>. 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.
- (d) <u>No Conflict</u>. 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.
- **(e) No Contracts**. There are no contracts to which City is a party affecting or relating to the Property.

Environmental; No Hazardous Materials. To City's knowledge: (a) there are no past, present or threatened releases of Hazardous Materials in, on, under or from any portion

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of the Property, or from other property migrating toward any of the Property, except which have been fully remediated in accordance with Environmental Laws; (b) there is no past or present noncompliance with Environmental Laws, or with permits issued pursuant thereto, in connection with the Property which has not been fully remedied; (c) City does not know of, and has not received, any written notice or other written communication from any person relating to Hazardous Materials or remediation thereof or possible liability of any person pursuant to any Environmental Laws or other environmental conditions in connection with the Property, or any actual or potential administrative or judicial proceedings in connection with any of the foregoing; (d) during the time in which City owned or operated the Property, neither City nor any third party used, generated, manufactured, stored, or disposed of on, under, or about the Property or transported to or from the Property any Hazardous Materials and this representation and warranty would continue to be true and correct following disclosure to the applicable government authorities of all relevant facts, conditions and circumstances, if any, pertaining to the Property; (e) City has not allowed any tenant or other user of the Property to do any act that posed an unreasonable risk of harm to any person (whether on or off any of the Property), is contrary to any requirement set forth in the insurance policies maintained by City, constituted a public or private nuisance, constituted waste, or violated any covenant, condition, agreement or easement applicable to any of the Property; and (f) City has truthfully and fully provided to Developer, in writing, any and all information relating to Hazardous Materials and compliance with Environmental Laws with respect to the Property known to City and that is contained in the files and records of City.

- (f) <u>Hazardous Materials</u>. 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:
- (i) Petroleum or oil or gas or any direct or indirect product or by-product thereof; (ii) asbestos and any material containing asbestos;
- 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;
- (iii) Any substance, material or waste which is defined as such or regulated by any "Superfund" or "Superlien" law, or any Environmental Law; or

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- (iv) 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.
- (g) <u>Environmental Laws</u>. 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:
- (i) Pollution or protection of the environment, including natural resources.
- (ii) Exposure of persons, including employees and agents, to Hazardous Materials (as defined above) or other products, raw materials, chemicals or other substances.
- (iii) Protection of the public health or welfare from the effects of byproducts, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities.
- (iv) The manufacture, use or introduction into commerce of chemical substances, including without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal.
- 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.

<u>Litigation</u>. 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. <u>Developer's Representations</u>. 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.2 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.

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- (a) <u>Authority</u>. 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) <u>No Conflict</u>. 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) <u>No Litigation or Other Proceeding</u>. 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) <u>No Developer Bankruptcy</u>. Developer is not the subject of a bankruptcy or insolvency proceeding. <u>Confirm</u>
- (f) <u>FIRPTA</u>. 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.
- 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)** <u>Commissions</u>. To the best of Developer's knowledge, there are no broker's commissions or finder's fees payable in connection with Property.
- **II.3.** <u>Effective Date.</u> 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. <u>Purchase and Sale</u>. Provided that all conditions precedent set forth in this Agreement have been satisfied, City shall convey to Developer by "Grant Deed," substantially in

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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 set forth in the City Municipal Code.
 - **(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 ______ Title Company as of <u>Date</u> approved in writing by Developer.
- **(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 that will not interfere with Developer's development 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 or interfere with 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 (A) enter into any contract or agreement with respect to the Property that will survive Closing and/or (B) 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 Ten and No/100 Dollars (\$10.00). Developer shall deposit into Escrow an earnest money deposit in the amount of Ten and No/100 Dollars (\$10.00), as defined below, within three (3) working days of opening escrow.
- IV.3. <u>Escrow</u>. Within (3) working days after signing of this Agreement by both parties, escrow shall be open at the office of Fidelity National Title Company, 7475 North Palm Avenue, Suite 107, Fresno, California 93711, attention Stacey Giguiere ("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. City shall pay all costs associated with removing any debt encumbering the Property, placing title to the Property in condition set forth in Section IV.1, one-half (1/2) of all Closing and Escrow costs, and for all title insurance premiums for policies Developer may elect to acquire for the Property. Developer shall pay One-half (1/2) of all Closing and Escrow costs shall be 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 1V.7. 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 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.** <u>City's Conditions to Closing</u>. City's obligation to proceed with the Closing is subject to satisfaction or waiver by City of all of the following conditions:
- (a) <u>No Default</u>. 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) <u>Payment of Funds</u>. 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) <u>Financing</u>. 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) <u>Insurance</u>. The Developer shall have provided proof of insurance as required by Article XI hereof.
- **(f)** <u>Satisfaction of Conditions Precedent</u>. Developer has satisfied all other conditions precedent to Closing.
- **IV.10.** <u>Developer's Conditions to Closing</u>. Developer's obligation to proceed with the Closing is subject to satisfaction or waiver by Developer of the following conditions:
- (g) <u>No Default</u>. 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)** <u>Execution of Documents</u>. City has executed and acknowledged this Agreement, all attachments hereto, and all other documents required hereunder, and has delivered such documents into Escrow.
- (i) <u>Developer's Title Policy</u>. The Title Company shall, upon payment of the premium therefor by City, 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.
- (j) Approval. Developer shall have inspected and approved of the Property and the Conditions of Approval, which Developer may approve or reject in its sole and absolute discretion.

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. In an Event of Developer Default that is not cured within the cure periods set forth in Section X.1, City shall be entitled to receive the Ten Dollars (\$10.00) 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 and, in such case, shall reimburse Developer for Developer's reasonable costs incurred in connection with the Project and this Agreement.
- 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 and delivered to Developer as of the date hereof, 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 two-hundred and forty (240) 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.** <u>Fees.</u> 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. City shall give Developer a discount equal to thirty percent (30%) of the total fees that would otherwise be owed on the Project.
- V.5. <u>Cost of Construction</u>. 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.** Prevailing Wage. City makes no representations or warranties as to the applicability of prevailing wage requirements of the California Labor Code to the Project. Developer acknowledges that, pursuant Sections 1720 and 1771 of the California Labor Code, prevailing wage may be triggered for a private project if a public agency conveys property to a private party for less than fair market value or reduces or waives fees payable for the Project. It shall be Developer's sole responsibility to determine whether prevailing wage requirements apply to the Project, and Developer will indemnify, defend, and hold City and its officials, officers, employees, representatives, and agents with respect to any violation of applicable prevailing wage requirements by Developer.

- V.7. <u>Rights of Access</u>. 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. Developer shall have no liability to City or any Indemnitee, and City hereby waives, on behalf of all Indemnitees, any Claims it may have against Developer arising out of or in connection with City's entry onto the Property.
- **V.8.** <u>City Disclaimer</u>. 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.9. 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.10.** 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.

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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.11.** 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 responsible for the coordination of City's activities under this Agreement and for expediting any land use approval and permitting process.
- **V.12.** 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.13.** 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.14.** 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.14., 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

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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.15.** 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.16. Certificate of Completion for Project. Promptly after completion of construction of the Project and City's inspection and approval thereof, 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.17.** 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.18. 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.19.** 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 and is caused by the acts of Developer, 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.20.** 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.21. 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.22.** <u>Insurance Requirements</u>. Developer shall maintain and shall cause its contractors to maintain all applicable insurance coverage specified in Article XI.

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ARTICLE VI USE OF THE PROPERTY

- VI.1. <u>Use</u>; <u>Affordable Housing</u>. Developer covenants and agrees for itself and its successors and assigns that the Property shall be used for the development and operation of a multifamily 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. 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

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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 fifty percent (50%) 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. <u>Permitted Transfers</u>. 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.

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- (d) A Transfer to a Controlled Affiliate.
- (e) A Transfer to an entity possessing a financial profile which has the financial ability to assume and perform Developer's obligations under this Agreement
- 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) Except as set forth in Section VII. 3., 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.

ARTICLE VIII

SECURITY FINANCING AND RIGHTS OF MORTGAGEES

VIII.1. <u>Approval of Financing.</u> 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.

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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'
 - (c) The costs of any improvements made by such holder;

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fees:

- (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. <u>Holder to be Notified</u>. 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.** <u>Disclosure</u>. 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. Except as set forth in this Agreement, 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. 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 Developer can either (i) take such action as may be necessary to place the soil conditions of the Property in a condition entirely suitable for its development, or (ii) terminate this Agreement in which case the earnest money shall be returned to Developer and no party shall have any further obligations hereunder except those that expressly survive termination.

- **IX.3.** <u>Developer's Covenants</u>. 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.

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) 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. <u>City Default</u>. 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 and in no event later than one hundred twenty (120) days after receipt of notice of the default.
- **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. In addition to all other remedies available, City shall have a reversionary interest in the Property which may be perfected upon an Event of Developer's Default. This reversionary interest shall terminate upon the City's issuance of the Certificate of Completion in accordance with Section V.15. If title to the Property reverts back to City in accordance with this Section, City shall be entitled to reenter and take possession of the Property, with all improvements thereon. Upon such occurrence, all buildings and fixtures on the Property shall, without compensation to Developer, become the property of City free and clear of all claims to or against them by Developer, or any third party subject to any unpaid mortgage or deed of trust secured by the Property or the Improvements.
- **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.** <u>Inaction Not a Waiver of Default</u>. 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. <u>Indemnity</u>.

- 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: (i) the condition of the Property that exists at Closing; (ii) 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; (iii) the gross negligence or willful misconduct of any Indemnitee occurring hereunder; (iv) the breach of Developer's representations, warranties, and/or covenants of this Agreement; (v) Developer's violation of any laws, rules or regulations; or (vi) 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 arising out of, in whole or in part, the gross negligence or willful misconduct of, or to any breach of a warranty or representation or covenant of this Agreement or any violation of law 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.
- (b) City shall indemnify, defend (with counsel approved by Developer) and hold harmless Developer and its affiliates, partners, independent contractors, employees, agents, successor and assigns from and against any and all Claims arising in connection with (i) the gross negligence or willful misconduct of any Indemnitee occurring hereunder, (ii) the breach of City's representations, warranties, and/or covenants of this Agreement, and/or (iii) the violation of any laws, rules or regulations of any Indemnitee. City's defense and indemnification obligations set forth in this Section shall survive the expiration or earlier termination of this Agreement and the issuance of a Certificate of Completion for the Project.

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. 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 be endorsed 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. All required insurance policies maintained by Developer and its contractor will be endorsed to 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 be non-contributory with respect to any insurance, or self-insurance maintained by City, and the policies shall be endorsed to so provide. The insurance policies shall be endorsed to contain a waiver of subrogation for the benefit of City and the Indemnitees. 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.
- (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, and/or changes in market conditions or demand, shall not constitute grounds of enforced delay pursuant to this Section. Each Party expressly assumes the risk of such adverse economic or market changes, 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:

<u>City</u>

City of Lemoore 711 W. Cinnamon Drive Lemoore, CA 93245

Attention: Marissa Trejo, City Manager

Phone: (559) 924 - 6744 Email: mtrejo@lemoore.com

Developer

KKAL, LP 265 E River Park Circle, Ste

Fresno, CA 93720 Attn: John Kashian Phone: (559) 696-9584

Email: kkashian@caddispropertiesllc.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. <u>Binding on Successors</u>. 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. <u>Survival</u>. All representations made by Developer and/or City 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.

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- XII.9. <u>Action or Approval</u>. 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. <u>Entire Agreement</u>. 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. <u>Severability</u>. 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. <u>No Third-Party Beneficiaries</u>. 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. <u>Parties Not Co-Venturers</u>. 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. <u>Non-Liability of Officials, Employees and Agents.</u> 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. <u>Legal Advice</u>. 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.19. <u>Cooperation</u>. 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.20. 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.21. <u>Inaction Not a Waiver of Default</u>. 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

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

CITY	DEVELOPER
THE CITY OF LEMOORE, a California municipal corporation	KKAL, LP, a California Partnership
By:	By:
Name:	Name:
Title:	Title:
ATTEST:	
By: Marisa Avalos, City Clerk	
APPROVED AS TO FORM:	
By:, City Attorney	

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EXHIBIT A LEGAL DESCRIPTION OF PROPERTY

Real property in the City of Lemoore, County of Kings, State of California, described as follows: INSERT LEGAL DESCRIPTION ALL CAPS

APN: 023-400-001, 023-400-002 AND 023-400-003

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EXHIBIT B

AFFORDABLE HOUSING COVENANTS

The following Affordable Housing Covenants (the "Covenants") shall apply to the Property and shall be binding on the Developer, and its successors and assigns to the Project (individually or collectively, the "Owner").

INCOME RESTRICTIONS

1. Occupancy Requirements.

- (a) Units. Per Government Code § 37364(c), not less than forty percent (40%) of the total number of housing units developed hereunder shall be affordable to households whose incomes are equal to or less than, seventy-five percent (75%) of the maximum income of lower income households (as defined by Government Code § 50079.5), and at least one-half (1/2) of which shall be affordable to very low income households (as defined by Government Code § 50105); provided however, if the terms of Developer's funding or financing for the Project impose more stringent affordability requirements, those requirements shall apply.
- (b) Household Size. The determination of household size shall be in accordance with the applicable state or federal regulations based on Project funding.
 - (c) <u>Manager's Units</u>. No more than one (1) dwelling unit per phase of the Project may be used as a resident manager's unit, and shall be exempt from the occupancy restrictions set forth in Article 1.1(a) of the Covenants.
- 2. <u>Increased Income of Occupying Households</u>. In the event, upon recertification of an occupant household's income, the Owner determines that the applicable household income exceeds the applicable limit, such household shall be permitted to continue to occupy the Unit for the duration of the household's lease. Such household shall be provided with at least sixty (60) days written notice of the determination of income ineligibility, and shall, upon expiration of the household's lease, no longer be eligible for occupancy of a Unit. In such event, the Owner shall rent the available Unit to a household that meets the requirements of Article 1.1(a) above.
- 3. <u>Lease Provisions</u>. Owner shall include in future leases for all Units, provisions which authorize Owner to immediately terminate the tenancy of any household one or more of whose members misrepresented any fact material to the household's qualification for occupancy under Article 1.1(a) above, which shall be considered a "good cause" for eviction. Each lease or rental agreement shall also provide that the household is subject to annual certification in accordance with Article 2.1 below, and that, if the household's income increases above the applicable limit, such household's rent may be subject to increase unless the IRS issues any regulation to the contrary during the term of the Covenants.
- 4. <u>Condominium Conversion</u>. The Owner shall not convert Project units to condominium or cooperative ownership or sell condominium or cooperative conversion rights to the Property during the Term of the Covenants.

INCOME CERTIFICATION AND REPORTING

<u>Income Certification</u>. The Owner will obtain, complete and maintain on file, immediately prior to initial occupancy and annually thereafter, income certifications from each household

renting any of the Units. The Owner shall make a good faith effort to verify that the income provided by an applicant or occupying household in an income certification is accurate by taking one or more of the following steps as a part of the verification process: (1) obtain a pay stub for the most recent pay period; (2) obtain an income tax return for the most recent tax year; (3) conduct a credit agency or similar search; (4) obtain an income verification form from the applicant's current employer; (5) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (6) if the applicant is unemployed and has no such tax return, obtain another form of independent verification. Copies of tenant income certifications shall be available to the City upon request.

Annual Report to City. On April 15th of each year, the Owner shall submit an annual report to the City, in a form approved by mutual agreement of Owner and the City. The annual report shall include for each Unit covered by the Covenants, the Rent and the income and household size of the household occupying the Unit. The report shall also state the date the tenancy commenced for each rental Unit and such other information as the City is required by law to obtain.

Additional Information. Owner shall provide any additional information reasonably requested by the City.

Records. Owner shall maintain complete, accurate and current records pertaining to the Units for five (5) years after creating such records, and shall permit any duly authorized representative of the City to inspect records, including records pertaining to income and household size of tenant households.

PROPERTY MANAGEMENT AND MAINTENANCE

Management Responsibilities. The Owner is responsible for all management functions with respect to the Project, including without limitation the selection of tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The City shall have no responsibility over management of the Project. The Owner may retain a professional property management company, approved by the City in its reasonable discretion, to perform its management duties hereunder. A resident manager shall also be required.

Management Agent. The Project shall at all times be managed by an experienced management agent reasonably acceptable to the City, with demonstrated ability to operate residential facilities like the Project in a manner that will provide decent, safe, and sanitary housing (as approved, the "Management Agent"). The Owner shall submit for the City's approval the identity of any proposed Management Agent. The Owner shall also submit such additional information about the background, experience and financial condition of any proposed Management Agent as is reasonably necessary for the City to determine whether the proposed Management Agent meets the standard for a qualified Management Agent set forth above. If the proposed Management Agent meets the standard for a qualified Management Agent set forth above, the City shall approve the proposed Management Agent by notifying the Owner in writing. Unless the proposed Management Agent is disapproved by the City within thirty (30) days, which disapproval shall state with reasonable specificity the basis for disapproval, it shall be deemed approved.

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<u>Performance Review</u>. The City reserves the right, at its cost and expense, to conduct an annual (or more frequently, if deemed reasonably necessary by the City) review of the management practices and financial status of the Project. The purpose of each periodic review will be to enable the City to determine if the Project is being operated and managed in accordance with the requirements and standards of the Covenants. The Owner shall cooperate with the City in such reviews.

Replacement of Management Agent. If, as a result of a periodic review, the City determines in its reasonable judgment that the Project is not being operated and managed in accordance with any of the material requirements and standards of the Covenants, the City shall deliver notice to Owner of its intention to cause replacement of the Management Agent, including the reasons therefor. Within fifteen (15) business days of receipt by Owner of such written notice, City staff and the Owner shall meet in good faith to consider methods for improving the financial and operating status of the Project. If after a reasonable period as determined by the City (not to exceed sixty (60) days), the City determines that the Owner is not operating and managing the Project in accordance with the material requirements and standards of the Covenants, the City may require replacement of the Management Agent.

If, after the above procedure, the City requires in writing the replacement of the Management Agent, Owner shall promptly dismiss the then Management Agent, and shall appoint as the Management Agent a person or entity meeting the standards for a Management Agent set forth in Article 3.2 above and approved by the City pursuant to the same.

Any contract for the operation or management of the Project entered into by Owner shall provide that the contract can be terminated as set forth above. Failure to remove the Management Agent in accordance with the provisions of this Article 3.4 shall constitute default under the Covenants, and the City may enforce this provision through legal proceedings as specified in Article 4.3.

<u>Approval of Management Policies</u>. The Owner shall submit its written management policies with respect to the Project to the City for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of the Covenants.

MISCELLANEOUS

<u>Term.</u> The provisions of the Covenants shall apply to the Property commencing on the date of the first issued certificate of occupancy for the Project, and terminating on the fifty-fifth (55th) annual anniversary of such date. The Covenants shall bind any successor, heir or assign of Owner, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the City.

Covenants to Run With the Land. The City and Owner hereby declare their express intent that the covenants and restrictions set forth herein shall run with the land, and shall bind all successors in title to the Property, provided, however, that on the expiration of the Term, such covenants and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless

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of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the City expressly releases such conveyed portion of the Property from the requirements of the Covenants.

Enforcement by the City. If Owner fails to perform any obligation under the Covenants, and fails to cure the default within thirty (30) days after the City has notified the Owner in writing of the default or, if the default cannot be cured within thirty (30) days, fails to commence to cure within thirty (30) days and thereafter diligently pursue such cure, the City shall have the right to enforce the Covenants by any or all of the following actions, or any other remedy provided by law:

Action to Compel Performance or for Damages. The City may bring an action at law or in equity to compel the Owner's performance of its obligations under the Covenants, and/or for damages.

<u>Attorneys' Fees and Costs</u>. In any action brought to enforce the Covenants, the prevailing party shall be entitled to all costs and expenses of suit, including reasonable attorneys' fees. This section shall be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute

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EXHIBIT C GRANT DEED

EXHIBIT D DEVELOPMENT SCHEDULE

- APPROVAL SITE PLAN REVIEW AND DENSITY BONUS
 - Planning Director Approval February 12, 2025
- APPROVAL DISPOSITION AND DEVELOPMENT AGREEMENT (DDA)
 - o City Council Approval April 1, 2025
- CLOSE ESCROW
 - o By 2025

EXHIBIT E FORM OF CERTIFICATE OF COMPLETION



711 W. Cinnamon Drive • Lemoore, CA 93245 • Planning (559) 924-6744

Community Development Department

Site Plan Review

To: KKAL, LLC/Caddis Properties

From: Steve Brandt, City Planner

Date: February 12, 2025

Subject: Major Site Plan Review No. 2023-02: a request by John Kashian for site

plan review for a new 240-unit multi-family residential apartment complex. The site is located on the northeast corner of 19 ½ Avenue and Cedar Lane

(APN 023-400-001, 002, 003). Fourth submittal.

	Site Plan is acceptable as proposed. All applicable comments are marked with an \boxtimes Proceed to submittal for:
\boxtimes	Site Plan requires minor changes that are described in the attached Department comments, mark-ups, and/or checklists. All applicable comments are marked with an ⊠. The Site Plan does not need to be reviewed again. Make described changes and proceed to submitting: civil plans, acquisition of site
	Site Plan requires changes that are described in the attached Department checklists All applicable comments are marked with an \boxtimes . Please make revisions and resubmit.

NOTE: The attached comments focus on review of the site plan. A separate letter dated December 9, 2024 was sent that describes the process for meeting the provisions of Govt. Code 65913.4 and for completing the sale of the site and the provisions of the Development Agreement.

Zoning/General Plan: Professional Office (PO). The project requires a conditional

use permit (CUP) for multi-family units in this zone. However, the CUP requirement will be waived if the provisions of Govt. Code 65913.4 are invoked and met.

Environmental Review: Statutory Exemption if the provisions of Govt. Code 65913.4

are invoked and met.

Attached Comments: Planning Comments

Response to AB 52 Tribal Notification

Engineering Comments



SITE PLAN NO: Site Plan Review No. 2023-02

New 240-unit multi-family residential apartment DESCRIPTION:

complex on 8.47 acres

LOCATION: Northeast corner of 19 1/2 Avenue and Cedar Lane

023-400-001, -002, -003 APN(S):

APPLICANT: KKAL, LLC c/o Caddis Properties, LLC

PROPERTY OWNER: City of Lemoore

PLANNING

The following comments are applicable when checked. Comments in italics are specific to the project.

New comments are highlighted.

D .		TC	4 •
Pro	iect	Infoi	mation

General Plan Land Use Element land use designation(s): Professional Office
General Plan Circulation Element adjacent street(s): 19 ½ Avenue is an Arterial Street. Cedar Lane is a Collector Street.
Zoning designation: Professional Office (PO)
\boxtimes Proposed land use: 240-unit multi-family residential apartment. All units are designated affordable. Site to be constructed in 4 phases of 60 units each. 12 apartment buildings plus community building, maintenance building, and 3 laundry buildings. Swimming pool, half-court basketball, and open play areas.
☐ Allowed use ☐ Not allowed use ☐ Requires a CUP (conditional use permit).
The project is eligible for density bonus incentives and concessions per Section 9-5G-2.

The CEQA document requirement may be waived if the provisions of Govt. Code 65913.4 are invoked.

Site Plan Comments

Revisions to the site plan are required if Revise is checked.

Site Area Standards (Chapter 9-5A)		Required	Proposed	Notes
Acceptable Revise N/A	Site area per dwelling units (minimum)		28.3 units per acre	The PO zone does not have a residential density requirement.
Acceptable Revise N/A	Lot size (minimum)	20,000 sq.ft.	8.47 acres	
☐ Acceptable ☐ Revise ☑ N/A	Lot size (maximum)			
☐ Acceptable ☐ Revise ☐ N/A	Lot width (minimum)			
☐ Acceptable ☐ Revise ☑ N/A	Lot width (maximum)			



SITE PLAN NO: Site Plan Review No. 2023-02

DESCRIPTION: New 240-unit multi-family residential apartment

complex on 8.47 acres

LOCATION: Northeast corner of 19 ½ Avenue and Cedar Lane

APN(S): 023-400-001, -002, -003

APPLICANT: KKAL, LLC c/o Caddis Properties, LLC

PROPERTY OWNER: City of Lemoore

Building Setback, Height, and Coverage Standards (Chapter 9-5A)		Required	Propo	osed	Notes		
	Front Building Setback (minimum)	25 feet	feet 20 feet, but mostl		The 19 ½ Avenue side is considered the front because it is the shorter side. Only a small portion of the corner building encroaches on the 25-foot setback. This will be acceptable with averaging.		
✓ Acceptable☐ Revise☐ N/A	Interior Side Building Setback (minimum)	0 feet	Over	50 feet	The north side is considered an interior side lot line.		
	Street Side Building Setback (minimum)	15 feet	20 feet		Cedar Lane is considered a street side lot line. 15 feet is required instead of 10 feet because Cedar Lane is a Collector Street.		
Acceptable Revise N/A	Rear Building Setback (minimum)	0 feet	5 feet		The east side is considered the rear lot line.		
Acceptable Revise N/A	Separation Between Buildings (minimum)	10 feet	10 feet				
Acceptable Height (maximum) 35 f		35 feet	35 fee	et, 11 inches	The City staff can approve a density bonus concession for height upon approval of an affordable housing agreement with the City.		
☐ Acceptable ☐ Revise ☑ N/A	Floor Area Ratio (minimum)	.10	Not applicable because the project is residential				
☐ Acceptable Floor Area Ratio ☐ Revise (maximum)		.60	Not applicable because the project is residential				
Development St	Development Standards						
(Chapter 9-5B)	1			Notes			
Acceptable Revise N/A	Noise, Odor, and Vibration Standards	Project to me requirements Section 9-5B					



Acceptable

Revise

N/A

Landscape Care and

Maintenance

SITE PLAN NO: Site Plan Review No. 2023-02

DESCRIPTION: New 240-unit multi-family residential apartment

complex on 8.47 acres

LOCATION: Northeast corner of 19 ½ Avenue and Cedar Lane

APN(S): 023-400-001, -002, -003

APPLICANT: KKAL, LLC c/o Caddis Properties, LLC

PROPERTY OWNER: City of Lemoore

		PROPERTY	OWNER: City	of Lemoore	
Acceptable Revise N/A	Property and Utility Improvements	As per Section 9-5B-3 of the municipal code	Existing overhead powerlines to be undergrounded.		
Acceptable Revise N/A	Outdoor Lighting Standards	As per Section 9-5B-4 of the municipal code.		andards in Section 9-5B-4 of the code. Maximum height of freestanding feet.	
Acceptable Revise N/A	Fences/Wall Standards	Block wall on north and east property line.	lines. Tubu	proposed on north and east property lar steel fence with masonry columns long Cedar Lane and 19 ½ Ave.	
Acceptable Revise N/A	Screening Standards	As per Section 9-5B-6 of the municipal code	Any trash enclosures must be placed beyond the required building setback areas. Screen mechanical equipment.		
☐ Acceptable ☐ Revise ☑ N/A	Urban-Rural Edge Standards				
		1	•		
Architectural and Site Design Standards (Chapter 9-5C)		Required		Notes	
Acceptable Revise N/A	Design Concepts	As per Section 9- municipal code	-5C-2 of the		
Acceptable Revise N/A	Design Standards for Residential Projects	As per Section 9-5C-3 of the municipal code		All standards met. See additional comments at end for more detailed discussion.	
Acceptable Revise N/A	Design Standards for Commercial and Industrial Projects				
☐ Acceptable ☐ Revise ☑ N/A	Design Standards for Big Box Stores				
	•	,			
Landscape Stan (Chapter 9-5D1		Required		Notes	
Acceptable Revise N/A	Landscape Standards	All building setback area. must be landscaped.		Meet all Landscape Standards in Section 9-5D1-2.	
		11 7 1			

Meet all Landscape

Section 9-5D1-3

Maintenance Standards in



SITE PLAN NO: Site Plan Review No. 2023-02

DESCRIPTION: New 240-unit multi-family residential apartment

complex on 8.47 acres

LOCATION: Northeast corner of 19 ½ Avenue and Cedar Lane

APN(S): 023-400-001, -002, -003

APPLICANT: KKAL, LLC c/o Caddis Properties, LLC

PROPERTY OWNER: City of Lemoore

			THOTENTO		0	
Acceptable Revise N/A	Tree Preservation	None on site				
Acceptable Revise N/A	Street Trees	New street trees on both street frontages		Street Trees shall be selected from the approved Street Tree list in Table 9-5D-5-A1 of the municipal code		
Parking and Loc (Chapter 9-5E)	ading Standards	Re	equired	Proposed		Notes
Acceptable Revise N/A	Number of off-street Parking Spaces		336 spaces, based on Affordable Housing State law	348 spa	ces	
✓ Acceptable☐ Revise☐ N/A	Parking Design Standards	9-:	per Section 5E-5 of the unicipal code	Proposed p stall size is by 18 feet.		Standard parking stall size in Lemoore is 9 feet by 20 feet. A 9 x 18 space without wheel stops can be accepted only where the front of the stall abuts a sidewalk not less than 6 feet wide or a low-growing landscape area.
Acceptable Revise N/A	Loading Design Standards	9-:	per Section 5E-6 of the unicipal code			
Downtown S	Standards (Chapter 9-	6)				
☐ Mixed Use S						
Overlay Zones (Chapter 9-9)			Required		Notes	
Acceptable Revise N/A						

Entitlements Required

☐ Major Site Plan Review is required for this project.



SITE PLAN NO: Site Plan Review No. 2023-02

DESCRIPTION: New 240-unit multi-family residential apartment

complex on 8.47 acres

LOCATION: Northeast corner of 19 ½ Avenue and Cedar Lane

APN(S): 023-400-001, -002, -003

APPLICANT: KKAL, LLC c/o Caddis Properties, LLC

PROPERTY OWNER: City of Lemoore

A Use Permit is required for this project. <i>However, per special State provision, a CUP is not required when the provisions of Govt. Code 65913.4 are met.</i>
☐ A Zone Variance is required for this project.
☐ A Tentative Subdivision Map is required for this project.
☐ A Tentative Parcel Map is required for this project.
A Lot Line Adjustment is required for this project. <i>To eliminate interior lot lines and resolve encroaching building.</i>
☐ A Zone Change is required for this project.
A General Plan Amendment is required for this project.
Other discretionary action required for this project:
CEQA Document Required (This is a preliminary determination that will be finalized when the project application is fully submitted and deemed complete.)
Exempt from CEQA - Ministerial Exemption: Section 21080(b)(1);
Exempt from CEQA - Categorical Exemption
Exempt from CEQA - Statutory Exemption Govt. Code 65913.4
☐ Negative Declaration or Mitigated Negative Declaration
Environmental Impact Report
Environmental Technical Documents Required to back up CEQA document (This is a preliminary determination that will be finalized when the project application is fully submitted and deemed complete.)
☐ Air Impact Analysis required.
Acoustical Analysis required.
☐ Biological Report required.
Cultural Records Search required. Follow the requirements of the Santa Rosa Rancheria.
☐ Traffic Impact Assessment required.
☐ Vehicle Trip Generation Estimates required.
Covenant required.
Other:
General Requirements from Zoning Ordinance that apply to the project when checked.
Meet all Noise, Odor, and Vibration Performance Standards described in Zoning Ordinance Section 9-5B-2.
☐ Make all required Property and Utility Improvements described in Zoning Ordinance Section 9-5B-3.
 ✓ Meet all Outdoor Lighting Standards described in Zoning Ordinance Section 9-5B-4.



SITE PLAN NO: Site Plan Review No. 2023-02

DESCRIPTION: New 240-unit multi-family residential apartment

complex on 8.47 acres

LOCATION: Northeast corner of 19 ½ Avenue and Cedar Lane

APN(S): 023-400-001, -002, -003

APPLICANT: KKAL, LLC c/o Caddis Properties, LLC

PROPERTY OWNER: City of Lemoore

☐ Landscape Plans required at Building Permit submittal. Landscape Plans will be checked for compliance with MWELO, including but not limited to the following conditions:

- Plan shall include square footages of landscaped area shown, water use calculations, and the material to be utilized.
- Water use classifications shall be based on WUCOLS IV.
- All other landscaped areas shown as landscaped shall be landscaped.
- Landscaping shall meet all other applicable requirements of Title 9, Article D1 of the Zoning Ordinance.

Other Requirements

Additional comments:

Follow the requirements of the Santa Rosa Rancheria.

City staff met with the owner of the encroaching building. He agreed to allow the building to be torn down. The City will require that the developer demolish the building. The site plan conforms to this plan.

Contact Kings Area Rural Transit (KART) and add a bus turnout at a location they determine, if they want it.

Selected excerpts from Section 9-5C-3 Design Standards for Residential Projects. Relevant portions not excerpted have been determined to have been met.

- b. Parking frontages limited to no more than twenty five percent (25%) of street frontages.

 Roughly 50% of the street frontages have parking. Staff would deem this acceptable with the addition of a 3-foot-high hedge between the parking spaces and the steel tubular fence where parking spaces face the street.
- e. Open landscape area such that each dwelling unit has at least four hundred (400) square feet of on site open space, which may be private open space provided by balconies or patios, or common open space.
 - Between balconies and common open space, it is estimated that an average of 369 square feet is being provided. The City staff can approve a density bonus concession to accept not meeting this standard upon approval of an affordable housing agreement with the City.
- f. At least thirty two (32) square feet in floor area of private storage space apart from interior closet space shall be provided for each unit.

 This standard has been met.
- k. Multi-family project developments with twenty five (25) units or more shall provide at least one on site recreational area of at least ten thousand (10,000) square feet in size, or five percent (5%) of the overall site, whichever is greater.
 - 5% of the site is roughly 36,900 square feet. Over 48,000 square feet is provided. This standard is met.
- I. Except for senior housing developments, multi-family developments shall provide one play area (e.g., tot lot) for every forty (40) dwelling units in the project. Each play area size shall be a minimum of seven hundred fifty (750) square feet and shall be equally spaced from each other. Providing 3 tot lot play area, 1 open play area, 1 basketball court, and recreation space area. Equals 1 play area per 40 units. This standard has been met.



SITE PLAN NO: Site Plan Review No. 2023-02

DESCRIPTION: New 240-unit multi-family residential apartment

complex on 8.47 acres

LOCATION: Northeast corner of 19 ½ Avenue and Cedar Lane

APN(S): 023-400-001, -002, -003

APPLICANT: KKAL, LLC c/o Caddis Properties, LLC

PROPERTY OWNER: City of Lemoore

Summary of density bonus concessions:

Building height: 30 feet, 11-inches instead of 30 feet.

Open landscape area: 369 square feet per unit instead of 400 square feet per unit.

Steve Brandt	2/12/2024
Authorized signature	Date
Steve Brandt, AICP, City Planner Printed name	

From: Samantha McCarty

To: <u>Kristie Baley</u>; <u>Nichole Escalon</u>

Cc: <u>City Manager</u>

Subject: Re: AB 52 Tribal Consultation - Notification of Proposed Project in Lemoore - Major SPR No. 2023-02 - APN: 023-

400-001, 002, 003

Date: Wednesday, January 8, 2025 1:25:18 PM

Good Morning Kristie,

Thank you for notifying us regarding this project. The Tribe is extremely concerned about this project due to tribal history and knowledge of the location and is requesting the following:

- A Sacred Land Files search through the Native American Heritage Commission (NAHC) and to have the results shared with us
- An archeological record search through the Southern San Joaquin Valley Information Center (SSJVIC) California Historical Resources Information System (CHRIS) at CSU Bakersfield and to have the results shared with us
- An archaeological survey, including our team, to be completed and to have the results shared with us.
- For the Tribe to be retained to provide a Cultural Presentation for all construction staff and
 crew prior to the beginning of any sort of ground disturbance related to this project. Ground
 disturbance includes but is not limited to machinery, shovel work, installing fencing, etc. Also,
 anyone who begins working on the project after the original start date will need to go through a
 Cultural Presentation prior to working on site.
- To have a Tribal Monitor onsite for all ground disturbance related to the project.
- To have Burial Treatment Plan fully executed prior to any work beginning on the project
- To have a Curation Agreement fully executed prior to any work beginning on the project.

If you have any questions, comments, and or concerns please do not hesitate to contact Nichole or myself. Thank you.

Sincerely,

Samantha McCarty

Santa Rosa Rancheria Tachi-Yokut Tribe

Cultural Specialist II

SMcCarty@tachi-yokut-nsn.gov

Cell: (559) 633-6640

Direct Line: (559) 925-2591 Office: (559) 924-1278 x 4091

PLEASE KEEP ALL CULTURAL STAFF IN EMAILS UNLESS STATED OTHERWISE



Recommended action:

DATE: February 10, 2025

SITE PLAN NO: Major Site Plan Review No. 2023-03

PROJECT TITLE: Lemoore Apartments

DESCRIPTION: 240 Unit Multi-Family Residential APPLICANT: KKAL, LP (John Kashian)

PROPERTY OWNER: City of Lemoore

LOCATION: Northeast Corner of 19 ½ Avenue and Cedar Lane

APN(S): 023-400-001, 002 and 003

ENGINEERING - Multi-Family/Commercial/Industrial

	Acceptable as submitted. See applicable comments below for permit application.
\boxtimes	Revise per comments below. Resubmittal not required. See applicable comments below for permit application.
	Resubmit with additional information. See comments below, regarding City Std parking requirements
	Redesign required. See comments below.
The	e following items are required to be shown on the Site Plan or provided with the Site Plan:
	Show entire property boundary with dimensions.
	Show all adjacent streets including existing and proposed improvements, such as curb, gutter, drive approaches, sidewalk, transit/bus stops, etc.: Show sidewalk: 5 ft. wide, min., with 5 ft. wide min. parkway on 19 ½ Avenue and Cedar Lane, match existing pattern; Show locations of all drive approaches per City Standards; recommend City Std C-8A for Cedar & 19-1/2
	Show and install streetlights along all street frontages.
	Show existing street RW on Cedar and show required RW dedications to provide 40' north of the centerline on Cedar.
	Show existing on-site structures and improvements on the site, such as buildings, wells, septic tanks, fences, driveways, etc., and note if they are to remain, removed, relocated or demolished.
	Show existing structures and improvements adjacent to the site.
	Show all proposed on-site improvements including buildings with entry and loading access location, parking lot layout, landscape areas, pedestrian access/pathways, trash/refuse enclosure, mailbox/postal unit, etc. per City Standards and Building Code requirements. Include vehicle/truck path of travel for drive thru aisles, loading areas and trash/refuse enclosure.
	Show location and proposed size of all City water and sanitary sewer services to serve the project per City Standards. City mains to be used for this project are located here: Water: 8 " in 19-1/2 & Cedar; Sewer: 12" in 19-1/2 and Cedar
	Show proposed on-site fire hydrants per Fire Department requirements.
	Show temporary fire and emergency access. Provide all-weather fire and emergency access road.
	Show proposed disposal of storm runoff: On-site basin required per City Standards, Surface drain to street, Onnect to City storm drain system: Storm runoff will ultimately end up in the Cedar Basin; Additional improvements may be required before accepting the storm water from the development. An evaluation of the basin is required to determine what improvements are necessary. On-site basins may be required until Cedar Basin improvements are constructed.
	Caltrans comments required prior to approval of project.
	Written comments required from ditch company.
\boxtimes	Additional comments:

1. Confirm 2' car overhang at 18' long parking stalls will not affect 4' planters between stalls, see

locations moted on the plans.

2. See plans for additional comments

Public Works / Engineering, Page 1 of 3



DATE: February 10, 2025

Major Site Plan Review No. 2023-03 SITE PLAN NO:

PROJECT TITLE: Lemoore Apartments

240 Unit Multi-Family Residential KKAL, LP (John Kashian) DESCRIPTION: APPLICANT:

PROPERTY OWNER: City of Lemoore

Northeast Corner of 19 ½ Avenue and Cedar Lane 023-400-001, 002 and 003 LOCATION:

APN(S):

			• 4 1	• 4	1. 4.
I be following	ıσ are	reamred	with	nermit	application:
I HC TOHOWH	15 mi c	required	*******	permit	application.

	Submit on-site grading and improvement plans and off-site improvement plans detailing all proposed work. On-site and off-site improvement plans to be prepared and signed by registered civil engineer. Project architect may prepare and sign on-site improvement plans.
	City encroachment permit required which shall include an approved traffic control plan.
	Caltrans encroachment permit required.
	Caltrans comments required prior to approval of project.
	Written comments required from ditch company.
	All public streets within project limits and across project frontage shall be improved to their full width, subject to available right-of-way, in accordance with City policies, standards and specifications.
	Dedicate <u>TBD</u> ft. additional right-of-way along <u>19-1/2</u> and <u>Cedar to provide 42' east of the section line on 19-1/2 and 40' north of the centerline on Cedar</u> . Right-of-way dedication required by grant deed. A title report is required for verification of ownership.
\boxtimes	Install street striping and signage as required by the City Engineer.
\boxtimes	Install streetlights along the street frontages of <u>Cedar and 19-1/2</u> in accordance with City standards.
	Install sidewalk: 5 ft. wide, with 5 ft. wide parkway on 19 ½ Avenue and Cedar Lane; match existing pattern
	Show locations of all drive approaches and construct to City Standards. C-8A
	Cluster mailbox supports required (1 for 2 residential units) or use postal unit.
	Landscape and irrigation improvement plans to be submitted for the entire project. Landscape plans will need to comply with the City of Lemoore's street tree ordinance and the State MWELO requirements.
	Potable water and fire protection water master plan for the entire development shall be submitted for approval prior to approval of any phase of the development. The water system will need to be extended to the boundaries of the development where future connection and extension is anticipated. The water system will need to be sized to serve any future developments that are anticipated to connect to the system.
	Sanitary Sewer master plan for the entire development shall be submitted for approval prior to approval of any phase of the development. The sewer system will need to be extended to the boundaries of the development where future connection and extension is anticipated. The sewer system will need to be sized to serve any future developments that are anticipated to connect to the system.
	Grading and drainage plan required. If the project is phased, then a master plan is required for the entire project area that shall include pipe network sizing and grades and street grades. Prepared by a registered civil engineer or project architect. All elevations shall be based on the City's benchmark network. Storm run-off from the project shall be handled as follows: Directed to the City's existing storm drainage system; Use LID (bioswales, separators, etc) per City Stds. before entering City system. Evaluate capacity or additional improvements required at Cedar basin/Bevilacqua Park
	Directed to a permanent on-site basin per City Standards.



Printed name

DATE: February 10, 2025

Major Site Plan Review No. 2023-03 SITE PLAN NO:

PROJECT TITLE: Lemoore Apartments

240 Unit Multi-Family Residential KKAL, LP (John Kashian) DESCRIPTION: APPLICANT:

PROPERTY OWNER: City of Lemoore

Northeast Corner of 19 ½ Avenue and Cedar Lane 023-400-001, 002 and 003 LOCATION:

APN(S):

	Directed to a temporary on-site basin which is required until a connection with adequate capacity is available to the City's storm drainage system. On-site basin shall be constructed in accordance with City Standards.		
	Show adjacent property grade elevations on improvement plans. A retaining wall will be required for grade differences greater than 0.5 feet at the property line.		
	Provide improvement plans for City water and sewer services, and on-site water, sewer and storm drain improvements.		
	Relocate existing utility poles and/or facilities.		
	Underground all existing overhead utilities within the project limits. Existing overhead electrical lines over 50kV shall be exempt from undergrounding.		
	Provide R-value tests; 2 min. onsite for onsite paving and paveout along Cedar & 19-1/2		
	Traffic indexes per City standards: min 5.0 onsite, 5.5 for onsite refuse travel areas, 8.0 on Cedar & 19-1/2		
	Subject to existing reimbursement agreement to reimburse prior developer.		
	Abandon existing wells per Code; a building permit is required. (if applicable)		
\boxtimes	Remove existing irrigation lines and dispose off-site. (if applicable)		
\boxtimes	Remove existing leach fields and septic tanks.(if applicable)		
	Fugitive dust will be controlled in accordance with the applicable rules of San Joaquin Valley Air Pollution Control District's Regulation VIII. Copies of any required permits will be provided to the City of Lemoore.		
	The project it may be subject to the San Joaquin Valley Air Pollution Control District's Rule 9510 Indirect Source Review per the rule's applicability criteria. A copy of the approved AIA application will be provided to the City of Lemoore.		
	If the project meets the one acre of disturbance criteria of the State's Storm Water Program, then coverage under General Permit Order 2009-0009-DWQ is required and a Storm Water Pollution Prevention Plan (SWPPP) is needed. A copy of the approved permit will be provided to the City of Lemoore.		
Ado	ditional comments:		
	 Provide design calculations/reports for proposed onsite water, sewer and drainage systems. This includes bioswale and/or separator sizing. Evaluate whether additional improvements are required at Cedar basin/Bevilaqua Park to handle storm runoff. Install streetlights along the frontages of 19-1/2 and Cedar per City Stds. See additional comments on the plans. 		
A = 1	02/10/25		
Aut	borized signature Date		
Jef	Jeff Cowart, PE City Engineer		

HEDENKAMP ARCHITECTURE & PLANNING

4455 Morena Blvd., Suite 114, San Diego, CA 92117 • Ph (858) 483-4483 • Fax (858) 483-4583

January 17, 2025

Mr. Steve Brandt, City Planner City of Lamoore 711 W. Cinnamon Dive Lemoore, CA 93245

Also confirm that the 2' car overhang that impacts any required landscape areas can still meet City landscape requirements (i.e. 4' wide planters at the head-in side of 2-sided parking stalls is effectively eliminated and may need to be made wider)

RE: Major Site Plan Review No. 2023-02 Revisions and resubmittal of 3rd submittal comments

Dear Mr. Brandt

Thank you for your review of our latest submittal and thorough comments. Hedenkamp Architecture is hereby responding to your comments from Planning and Engineering Departments contained in your review. Attached to this resubmittal is a complete set of documents with principal revisions made to the Title Sheet and the Site Plan sheet SA1. The following revisions have been made as requested:

- 1. Parking and Loading Standards The encroaching building on the north property is to be removed resulting in a better parking arrangement and additional spaces resulting in 348 total parking which is above the 336 required under the State Affordable Housing Act. In addition, the site plan has been adjusted to accommodate all spaces at 9 x 20 with proper overhang at all carports and open parking. Note that all sidewalks that use curb for 2' parking overhang are minimum 6' wide to comply with ADA.
- 2. Environmental A hote has been added to the TS1 cover sheet requiring Executed Curation Agreement with Santa Rosa Rancheria Tachi Yokut Tribe prior to any work on site.
- 3. Other Requirements (a) We have removed the encroaching building from the site plan in accordance with discussions and added the parking as requested. (b) Indicated the requirement for landscaping and 3' high hedge on TS1 Planning notes. (f) Unit plans show 32 square feet of storage space with access from each unit balcony or patio as required.
- 4. The "Conditions of Approval" on the Title Sheet TS-1 reference the miscellaneous other Planning and Engineering comments as well as the current known density bonus concessions for 1. Height 2. Open Landscape Area. Additional bonuses are available but not used at this time.

Please contact me if you require further clarification or explanation of these responses. Phone 619 316-4472 or by email bill@hedenkamp-architecture.com.

Sincerely, INSAL DO

William B. Hedenkamp Architect C-7478

LEMOORE APARTMENTS CITY OF LEMOORE

240 AFFORDABLE MULTI-FAMILY APARTMENT UNITS IN 4 PHASES

DEVELOPER:

JOHN KASHIAN
KKAL LP
A CALIFORNIA LIMITED LIABILITY COMPANY
265 E. RIVER PARK CIRCLE, SUITE 270
FRESNO, CA 93720JOHN
EMAIL: JKASHIAN@CADDISPROPERTIESLLC.COM

AFFORDABLE CONSULTANT:

CHRIS WESTLAKE
WESTLAKE CONSULTING
SACRAMENTO, CA
EMAIL: CHRIS@CHRISWESTLAKE.NET

ARCHITECT:

WILLIAM B. HEDENKAMP C-7478
4455 MORENA BLVD. SUITE 114
SAN DIEGO, CALIFORNIA 92117
EMAIL: BILLUHEDENKAMP-ARCHITECTURE.COM
OFFICE: (ASSA) AST_AAVS OFFICE: (858) 483-4483 MOBILE: (619) 316-4472

CIVIL ENGINEER:

LORE ENGINEERING, INC.
HAL LORE, PE,
620 DEWITT AVE., SUITE 101
CLOVIS, CA 93611
EMAIL: LORE-ENGINEERING.COM
OFFICE 559 297-5200

CONDITIONS OF APPROVAL

THE FOLLOWING CONDITIONS WILL BE INCLUDED IN DETAILED CONSTRUCTION DOCUMENTS FOR THE PROJECT IN ACCORDANCE WITH THE CONDITIONS CONTAINED IN THE APPROVAL OF SITE PLAN REVIEWNO. 2023-02 IN CONFORMANCE WITH ALL APPROPRIATE SECTIONS OF THE CITY OF LEMOORE MUNICIPAL CODE:

- CHANNING

 1. THE PROJECT WILL COMPLY WITH ALL NOISE, COOR AND VERRATION PERFORMANCE STANDARDS DESCRIBED IN ZONING ORDINANCE SECTION 9-58-2.

 1. THE PROJECT WARE ALL REQUIRED PROPERTY AND UTILITY SUPPOVERENTS DESCRIBED IN ZONING ORDINANCE SECTION 9-58-3.

 3. THE PROJECT WARE ALL REQUIRED PROPERTY AND UTILITY SUPPOVERENTS DESCRIBED IN ZONING ORDINANCE SECTION 9-58-3.

 3. THE PROJECT WARE ALL REQUIRED CONTROL (LIGHTHOS STANDARDS SECRIBED SIZE ZONING ORDINANCE SECTION 9-58-3.

 4. THE PROJECT WAS ALL REQUIRED CONTROL SECTION 9-58-4.

 4. MIRELO, INCLUDIS SQUARE POTOL (SECTION 9-58-4.

 5. PLAN 9-14, INCLUDES SQUARE POTOLASS OF LUBORAGE PORT AND UTILITY OF LUBORAGE SECRIBED SIZE AND UTILITY OF LUBORAGE POTOLASS OF LUBORAGE PORT AND UTILITY OF LUBORAGE POTOLASS OF CONTROL POTOLASS OF CONTROL POTOLASS OF CONTROL POTOLASS OF LUBORAGE POTOLASS OF CONTROL PO

- 10. PROJECT IS TO HAVE A FULLY EXCURTED CURRITION AGRESSMENT WITH THE SAME PROPOSED AND THE STORY OF THE STOR

TS TITLE SHEET SA SITE PLAN

A1 UNIT A & UNIT B FLOOR PLAN A2 UNIT C & UNIT D FLOOR PLAN A3 12 UNIT BUILDING FLOOR PLAN A4 12 UNIT BUILDING EXTERIOR ELEVATIONS A5 24 UNIT BUILDING FLOOR PLAN A6 24 UNIT BUILDING EXTERIOR ELEVATIONS A7 COMMUNITY BUILDING FLOOR PLAN A8 COMMUNITY BUILDING EXTERIOR ELEVATIONS A9 POOL/TOILET BUILDING FLOOR PLAN & EXTERIOR ELEVATIONS A12 COLORED ELEVATIONS DESIGN SCHEME NO.2 S TOPOGRAPHIC SURVEY

SHEET INDEX



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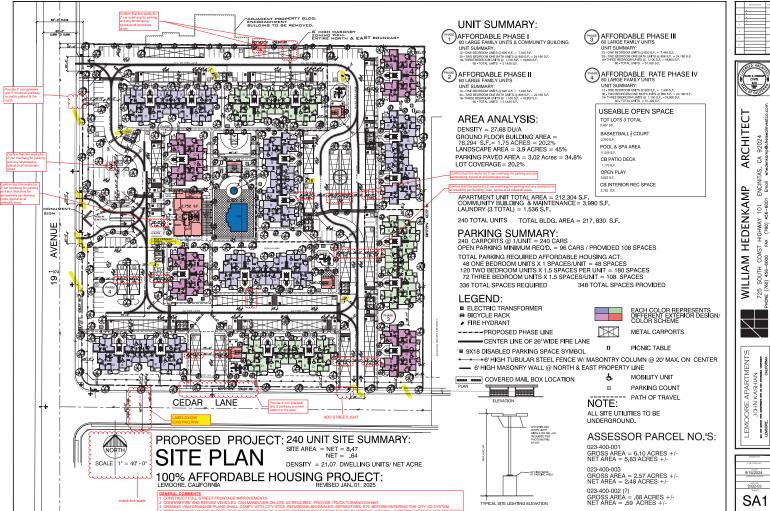
WILLIAM HEDENKAMP

MORENA BLVD, SUITE 114 (858) 483-4483 FAX (858) 483-4583 4455 P



LEMOORE APARTMENTS JOHN KASHIAN

TS





ENCINITAS, CA 92024



JOHN KASHIAN E DANINGS EN 10 OF PETODOLI CALFORNIA



AGREEMENT TO RESCIND DISPOSITION AND DEVELOPMENT AGREEMENT AND FIRST AMENDMENT RELATED TO KKAL, LP, A CALIFORNIA LIMITED PARTNERSHIP, AND EXTEND AN OPTION FOR KKAL, LP TO PURCHASE CITY PROPERTY

WHEREAS, on December 4, 2019 the Lemoore City Council approved a Disposition and Development Agreement with KKAL, LP for development of approximately 83.5 acres ("Development Agreement") and an Initial Study/Mitigated Negative Declaration; and

WHEREAS, the proposed development project involved the conveyance of the 83.5 acres from the City to KKAL, LP to allow the construction of a manufacturing, distribution and warehouse center of approximately 1,000,000 square feet of building space with related secondary economic benefit ("Project"); and

WHEREAS, on March 17, 2020 City approved a First Amendment to Disposition and Development Agreement ("First Amendment") to exchange 24 of the 83.5 acres to allow the City to use for storm drainage purposes and the City to convey 12 acres located on the corner of Idaho Avenue and 19th Avenue (APN 024-051-30); and

WHEREAS, the Council has been approached by FARM Lemoore, LLC to develop the Project for less intense land use purposes (predominately agricultural cultivation) than the manufacturing, distribution and warehouse uses as proposed in the Development Agreement and First Amendment. Such uses are consistent with the Addendum to the Initial Study/Mitigated Negative Declaration; and

WHEREAS, parties desire to rescind the Development Agreement and First Amendment and provide KKAL, LP with an option to purchase nine acres of City property as identified in Exhibit "1" for one dollar upon the submission of a development proposal that has been approved consistent with applicable law, including CEQA; and

WHEREAS, FARM Lemoore, LLC would assume all obligations under a new PDA consistent with Exhibit "2" and pay \$1,700,000 to KKAL, LP. FARM Lemoore, LLC would develop less intense land uses than originally approved in the Development Agreement and First Amendment.

NOW THEREFORE, the parties agree as follows:

- 1. The Development Agreement and First Amendment are rescinded with KKAL, LP and City released from all respective obligations except those expressly noted in this Agreement.
- 2. KKAL, LP shall immediately execute and convey a grant deed reconveying fee simple title to the 83.5 acres to an escrow as directed by the City.
- 3. KKAL, LP is granted a five year option to purchase the City property in Exhibit "1" for one dollar, upon the submission of a development proposal that has been approved consistent with applicable law, including CEQA.

IN WITNESS WHEREOF , the City and KKAL, LP have executed this Agreement as of the date set forth below.	
Dated:	KKAL, LP, a California Limited Partnership
	By:
Dated:	CITY OF LEMOORE, a municipal corporation and general law city in the State of California
	By: Northan Olsan, City Manager
ATTEST: By: Manda Ovalos Marisa Avalos, City Clerk	FARM Lemoore, LLC, a California Limited Liability Company By: Mayen Members
APPROVE AS TO FORM:	
By: May Herney City Attorney	

4. City and KKAL, LP shall execute and record all documents and actions necessary to implement this Agreement.



State of California

GOVERNMENT CODE

Section 65913.4

- 65913.4. (a) Except as provided in subdivision (r), a development proponent may submit an application for a development that is subject to the streamlined, ministerial approval process provided by subdivision (c) and is not subject to a conditional use permit or any other nonlegislative discretionary approval if the development complies with subdivision (b) and satisfies all of the following objective planning standards:
- (1) The development is a multifamily housing development that contains two or more residential units.
 - (2) The development and the site on which it is located satisfy all of the following:
- (A) It is a legal parcel or parcels located in a city if, and only if, the city boundaries include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau, or, for unincorporated areas, a legal parcel or parcels wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.
- (B) At least 75 percent of the perimeter of the site adjoins parcels that are developed with urban uses. For the purposes of this section, parcels that are only separated by a street or highway shall be considered to be adjoined.
- (C) (i) A site that meets the requirements of clause (ii) and satisfies any of the following:
 - (I) The site is zoned for residential use or residential mixed-use development.
- (II) The site has a general plan designation that allows residential use or a mix of residential and nonresidential uses.
 - (III) The site meets the requirements of Section 65852.24.
- (ii) At least two-thirds of the square footage of the development is designated for residential use. Additional density, floor area, and units, and any other concession, incentive, or waiver of development standards granted pursuant to the Density Bonus Law in Section 65915 shall be included in the square footage calculation. The square footage of the development shall not include underground space, such as basements or underground parking garages.
- (3) (A) The development proponent has committed to record, prior to the issuance of the first building permit, a land use restriction or covenant providing that any lower or moderate-income housing units required pursuant to subparagraph (B) of paragraph (4) shall remain available at affordable housing costs or rent to persons and families of lower or moderate income for no less than the following periods of time:
 - (i) Fifty-five years for units that are rented.
 - (ii) Forty-five years for units that are owned.

- (B) The city or county shall require the recording of covenants or restrictions implementing this paragraph for each parcel or unit of real property included in the development.
- (4) The development satisfies clause (i) or (ii) of subparagraph (A) and satisfies subparagraph (B) below:
- (A) (i) For a development located in a locality that is in its sixth or earlier housing element cycle, the development is located in either of the following:
- (I) In a locality that the department has determined is subject to this clause on the basis that the number of units that have been issued building permits, as shown on the most recent production report received by the department, is less than the locality's share of the regional housing needs, by income category, for that reporting period. A locality shall remain eligible under this subclause until the department's determination for the next reporting period.
- (II) In a locality that the department has determined is subject to this clause on the basis that the locality did not adopt a housing element that has been found in substantial compliance with housing element law (Article 10.6 (commencing with Section 65580) of Chapter 3) by the department. A locality shall remain eligible under this subclause until such time as the locality adopts a housing element that has been found in substantial compliance with housing element law (Article 10.6 (commencing with Section 65580) of Chapter 3) by the department.
- (ii) For a development located in a locality that is in its seventh or later housing element cycle, is located in a locality that the department has determined is subject to this clause on the basis that the locality did not adopt a housing element that has been found in substantial compliance with housing element law (Article 10.6 (commencing with Section 65580) of Chapter 3) by the department by the statutory deadline, or that the number of units that have been issued building permits, as shown on the most recent production report received by the department, is less than the locality's share of the regional housing needs, by income category, for that reporting period. A locality shall remain eligible under this subparagraph until the department's determination for the next reporting period.
- (B) The development is subject to a requirement mandating a minimum percentage of below market rate housing based on one of the following:
- (i) The locality did not adopt a housing element pursuant to Section 65588 that has been found in substantial compliance with the housing element law (Article 10.6 (commencing with Section 65580) of Chapter 3) by the department, did not submit its latest production report to the department by the time period required by Section 65400, or that production report submitted to the department reflects that there were fewer units of above moderate-income housing issued building permits than were required for the regional housing needs assessment cycle for that reporting period. In addition, if the project contains more than 10 units of housing, the project does one of the following:
- (I) For for-rent projects, the project dedicates a minimum of 10 percent of the total number of units, before calculating any density bonus, to housing affordable to households making at or below 50 percent of the area median income. However, if

the locality has adopted a local ordinance that requires that greater than 10 percent of the units be dedicated to housing affordable to households making below 50 percent of the area median income, that local ordinance applies.

- (II) For for-sale projects, the project dedicates a minimum of 10 percent of the total number of units, before calculating any density bonus, to housing affordable to households making at or below 80 percent of the area median income. However, if the locality has adopted a local ordinance that requires that greater than 10 percent of the units be dedicated to housing affordable to households making below 80 percent of the area median income, that local ordinance applies.
- (III) (ia) If the project is located within the San Francisco Bay area, the project, in lieu of complying with subclause (I) or (II), may opt to abide by this subclause. Projects utilizing this subclause shall dedicate 20 percent of the total number of units, before calculating any density bonus, to housing affordable to households making below 100 percent of the area median income with the average income of the units at or below 80 percent of the area median income. However, a local ordinance adopted by the locality applies if it requires greater than 20 percent of the units be dedicated to housing affordable to households making at or below 100 percent of the area median income, or requires that any of the units be dedicated at a level deeper than 100 percent. In order to comply with this subclause, the rent or sale price charged for units that are dedicated to housing affordable to households between 80 percent and 100 percent of the area median income shall not exceed 30 percent of the gross income of the household.
- (ib) For purposes of this subclause, "San Francisco Bay area" means the entire area within the territorial boundaries of the Counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, and Sonoma, and the City and County of San Francisco.
- (ii) (I) The locality's latest production report reflects that there were fewer units of housing issued building permits affordable to either very low income or low-income households by income category than were required for the regional housing needs assessment cycle for that reporting period, and one of the following conditions exist:
- (ia) The project seeking approval dedicates 50 percent of the total number of units, before calculating any density bonus, to housing affordable to households making at or below 80 percent of the area median income.
- (ib) The project application was submitted prior to January 1, 2019, and the project includes at least 500 units of housing, the project seeking approval or seeking a modification to a prior approval dedicates 20 percent of the total number of units, before calculating any density bonus, as affordable units, with at least 9 percent affordable to households making at or below 50 percent of the area median income and the remainder affordable to households making at or below 80 percent of the area median income.
- (II) Notwithstanding the conditions described in sub-subclauses (ia) and (ib) of subclause (I), if the locality has adopted a local ordinance that requires that greater than 50 percent, or greater than 20 percent as applicable, of the units be dedicated to

housing affordable to households making at or below 80 percent of the area median income, that local ordinance applies.

- (III) For purposes of this clause, the reference to units affordable to very low income households includes units affordable to acutely low income households, as defined in Section 50063.5 of the Health and Safety Code, and to extremely low income households, as defined in Section 50106 of the Health and Safety Code.
- (iii) The locality did not submit its latest production report to the department by the time period required by Section 65400, or if the production report reflects that there were fewer units of housing affordable to both income levels described in clauses (i) and (ii) that were issued building permits than were required for the regional housing needs assessment cycle for that reporting period, the project seeking approval may choose between utilizing clause (i) or (ii).
- (C) (i) A development proponent that uses a unit of affordable housing to satisfy the requirements of subparagraph (B) may also satisfy any other local or state requirement for affordable housing, including local ordinances or the Density Bonus Law in Section 65915, provided that the development proponent complies with the applicable requirements in the state or local law. If a local requirement for affordable housing requires units that are restricted to households with incomes higher than the applicable income limits required in subparagraph (B), then units that meet the applicable income limits required in subparagraph (B) shall be deemed to satisfy those local requirements for higher income units.
- (ii) A development proponent that uses a unit of affordable housing to satisfy any other state or local affordability requirement may also satisfy the requirements of subparagraph (B), provided that the development proponent complies with applicable requirements of subparagraph (B).
- (iii) A development proponent may satisfy the affordability requirements of subparagraph (B) with a unit that is restricted to households with incomes lower than the applicable income limits required in subparagraph (B).
- (D) The amendments to this subdivision made by the act adding this subparagraph do not constitute a change in, but are declaratory of, existing law.
- (5) The development, excluding any additional density or any other concessions, incentives, or waivers of development standards for which the development is eligible pursuant to the Density Bonus Law in Section 65915, is consistent with objective zoning standards, objective subdivision standards, and objective design review standards in effect at the time that the development is submitted to the local government pursuant to this section, or at the time a notice of intent is submitted pursuant to subdivision (b), whichever occurs earlier. For purposes of this paragraph, "objective zoning standards," "objective subdivision standards," and "objective design review standards" mean standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official before submittal. These standards may be embodied in alternative objective land use specifications adopted by a city or county, and may

include, but are not limited to, housing overlay zones, specific plans, inclusionary zoning ordinances, and density bonus ordinances, subject to the following:

- (A) A development shall be deemed consistent with the objective zoning standards related to housing density, as applicable, if the density proposed is compliant with the maximum density allowed within that land use designation, notwithstanding any specified maximum unit allocation that may result in fewer units of housing being permitted.
- (B) In the event that objective zoning, general plan, subdivision, or design review standards are mutually inconsistent, a development shall be deemed consistent with the objective zoning and subdivision standards pursuant to this subdivision if the development is consistent with the standards set forth in the general plan.
- (C) It is the intent of the Legislature that the objective zoning standards, objective subdivision standards, and objective design review standards described in this paragraph be adopted or amended in compliance with the requirements of Chapter 905 of the Statutes of 2004.
- (D) The amendments to this subdivision made by the act adding this subparagraph do not constitute a change in, but are declaratory of, existing law.
- (E) A project that satisfies the requirements of Section 65852.24 shall be deemed consistent with objective zoning standards, objective design standards, and objective subdivision standards if the project is consistent with the provisions of subdivision (b) of Section 65852.24 and if none of the square footage in the project is designated for hotel, motel, bed and breakfast inn, or other transient lodging use, except for a residential hotel. For purposes of this subdivision, "residential hotel" shall have the same meaning as defined in Section 50519 of the Health and Safety Code.
 - (6) The development is not located on a site that is any of the following:
- (A) (i) An area of the coastal zone subject to paragraph (1) or (2) of subdivision (a) of Section 30603 of the Public Resources Code.
- (ii) An area of the coastal zone that is not subject to a certified local coastal program or a certified land use plan.
- (iii) An area of the coastal zone that is vulnerable to five feet of sea level rise, as determined by the National Oceanic and Atmospheric Administration, the Ocean Protection Council, the United States Geological Survey, the University of California, or a local government's coastal hazards vulnerability assessment.
 - (iv) In a parcel within the coastal zone that is not zoned for multifamily housing.
 - (v) In a parcel in the coastal zone and located on either of the following:
- (I) On, or within a 100-foot radius of, a wetland, as defined in Section 30121 of the Public Resources Code.
- (II) On prime agricultural land, as defined in Sections 30113 and 30241 of the Public Resources Code.
- (B) Either prime farmland or farmland of statewide importance, as defined pursuant to the United States Department of Agriculture land inventory and monitoring criteria, as modified for California, and designated on the maps prepared by the Farmland Mapping and Monitoring Program of the Department of Conservation, or land zoned

or designated for agricultural protection or preservation by a local ballot measure that was approved by the voters of that jurisdiction.

- (C) Wetlands, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).
- (D) Within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178, or within the state responsibility area, as defined in Section 4102 of the Public Resources Code. This subparagraph does not apply to sites that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development, including, but not limited to, standards established under all of the following or their successor provisions:
 - (i) Section 4291 of the Public Resources Code or Section 51182, as applicable.
 - (ii) Section 4290 of the Public Resources Code.
- (iii) Chapter 7A of the California Building Code (Title 24 of the California Code of Regulations).
- (E) A hazardous waste site that is listed pursuant to Section 65962.5 or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code, unless either of the following apply:
- (i) The site is an underground storage tank site that received a uniform closure letter issued pursuant to subdivision (g) of Section 25296.10 of the Health and Safety Code based on closure criteria established by the State Water Resources Control Board for residential use or residential mixed uses. This section does not alter or change the conditions to remove a site from the list of hazardous waste sites listed pursuant to Section 65962.5.
- (ii) The State Department of Public Health, State Water Resources Control Board, Department of Toxic Substances Control, or a local agency making a determination pursuant to subdivision (c) of Section 25296.10 of the Health and Safety Code, has otherwise determined that the site is suitable for residential use or residential mixed uses.
- (F) Within a delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law (Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code), and by any local building department under Chapter 12.2 (commencing with Section 8875) of Division 1 of Title 2.
- (G) Within a special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency. If a development proponent is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, a local government shall not deny the application on the basis that the development proponent did not comply with any additional permit requirement, standard, or action adopted by that local government

that is applicable to that site. A development may be located on a site described in this subparagraph if either of the following are met:

- (i) The site has been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the local jurisdiction.
- (ii) The site meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program pursuant to Part 59 (commencing with Section 59.1) and Part 60 (commencing with Section 60.1) of Subchapter B of Chapter I of Title 44 of the Code of Federal Regulations.
- (H) Within a regulatory floodway as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency, unless the development has received a no-rise certification in accordance with Section 60.3(d)(3) of Title 44 of the Code of Federal Regulations. If a development proponent is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, a local government shall not deny the application on the basis that the development proponent did not comply with any additional permit requirement, standard, or action adopted by that local government that is applicable to that site.
- (I) Lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code), habitat conservation plan pursuant to the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), or other adopted natural resource protection plan.
- (J) Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code).
 - (K) Lands under conservation easement.
 - (7) The development is not located on a site where any of the following apply:
- (A) The development would require the demolition of the following types of housing:
- (i) Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.
- (ii) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.
 - (iii) Housing that has been occupied by tenants within the past 10 years.
- (B) The site was previously used for housing that was occupied by tenants that was demolished within 10 years before the development proponent submits an application under this section.
- (C) The development would require the demolition of a historic structure that was placed on a national, state, or local historic register.

- (D) The property contains housing units that are occupied by tenants, and units at the property are, or were, subsequently offered for sale to the general public by the subdivider or subsequent owner of the property.
- (8) Except as provided in paragraph (9), a proponent of a development project approved by a local government pursuant to this section shall require in contracts with construction contractors, and shall certify to the local government, that the following standards specified in this paragraph will be met in project construction, as applicable:
- (A) A development that is not in its entirety a public work for purposes of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code and approved by a local government pursuant to Article 2 (commencing with Section 65912.110) or Article 3 (commencing with Section 65912.120) shall be subject to all of the following:
- (i) All construction workers employed in the execution of the development shall be paid at least the general prevailing rate of per diem wages for the type of work and geographic area, as determined by the Director of Industrial Relations pursuant to Sections 1773 and 1773.9 of the Labor Code, except that apprentices registered in programs approved by the Chief of the Division of Apprenticeship Standards may be paid at least the applicable apprentice prevailing rate.
- (ii) The development proponent shall ensure that the prevailing wage requirement is included in all contracts for the performance of the work, and shall also provide notice of all contracts for the performance of the work to the Department of Industrial Relations, in accordance with Section 1773.35 of the Labor Code, for those portions of the development that are not a public work.
- (iii) All contractors and subcontractors for those portions of the development that are not a public work shall comply with all of the following:
- (I) Pay to all construction workers employed in the execution of the work at least the general prevailing rate of per diem wages, except that apprentices registered in programs approved by the Chief of the Division of Apprenticeship Standards may be paid at least the applicable apprentice prevailing rate.
- (II) Maintain and verify payroll records pursuant to Section 1776 of the Labor Code and make those records available for inspection and copying as provided in that section. This subclause does not apply if all contractors and subcontractors performing work on the development are subject to a project labor agreement that requires the payment of prevailing wages to all construction workers employed in the execution of the development and provides for enforcement of that obligation through an arbitration procedure. For purposes of this subclause, "project labor agreement" has the same meaning as set forth in paragraph (1) of subdivision (b) of Section 2500 of the Public Contract Code.
 - (III) Be registered in accordance with Section 1725.6 of the Labor Code.
- (B) (i) The obligation of the contractors and subcontractors to pay prevailing wages pursuant to this paragraph may be enforced by any of the following:
- (I) The Labor Commissioner through the issuance of a civil wage and penalty assessment pursuant to Section 1741 of the Labor Code, which may be reviewed

pursuant to Section 1742 of the Labor Code, within 18 months after the completion of the development.

- (II) An underpaid worker through an administrative complaint or civil action.
- (III) A joint labor-management committee through a civil action under Section 1771.2 of the Labor Code.
- (ii) If a civil wage and penalty assessment is issued pursuant to this paragraph, the contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the assessment shall be liable for liquidated damages pursuant to Section 1742.1 of the Labor Code.
- (iii) This paragraph does not apply if all contractors and subcontractors performing work on the development are subject to a project labor agreement that requires the payment of prevailing wages to all construction workers employed in the execution of the development and provides for enforcement of that obligation through an arbitration procedure. For purposes of this clause, "project labor agreement" has the same meaning as set forth in paragraph (1) of subdivision (b) of Section 2500 of the Public Contract Code.
- (C) Notwithstanding subdivision (c) of Section 1773.1 of the Labor Code, the requirement that employer payments not reduce the obligation to pay the hourly straight time or overtime wages found to be prevailing does not apply to those portions of a development that are not a public work if otherwise provided in a bona fide collective bargaining agreement covering the worker.
- (D) The requirement of this paragraph to pay at least the general prevailing rate of per diem wages does not preclude use of an alternative workweek schedule adopted pursuant to Section 511 or 514 of the Labor Code.
- (E) A development of 50 or more housing units approved by a local government pursuant to this section shall meet all of the following labor standards:
- (i) The development proponent shall require in contracts with construction contractors and shall certify to the local government that each contractor of any tier who will employ construction craft employees or will let subcontracts for at least 1,000 hours shall satisfy the requirements in clauses (ii) and (iii). A construction contractor is deemed in compliance with clauses (ii) and (iii) if it is signatory to a valid collective bargaining agreement that requires utilization of registered apprentices and expenditures on health care for employees and dependents.
- (ii) A contractor with construction craft employees shall either participate in an apprenticeship program approved by the California Division of Apprenticeship Standards pursuant to Section 3075 of the Labor Code, or request the dispatch of apprentices from a state-approved apprenticeship program under the terms and conditions set forth in Section 1777.5 of the Labor Code. A contractor without construction craft employees shall show a contractual obligation that its subcontractors comply with this clause.
- (iii) Each contractor with construction craft employees shall make health care expenditures for each employee in an amount per hour worked on the development equivalent to at least the hourly pro rata cost of a Covered California Platinum level plan for two adults 40 years of age and two dependents 0 to 14 years of age for the

Covered California rating area in which the development is located. A contractor without construction craft employees shall show a contractual obligation that its subcontractors comply with this clause. Qualifying expenditures shall be credited toward compliance with prevailing wage payment requirements set forth in this paragraph.

- (iv) (I) The development proponent shall provide to the local government, on a monthly basis while its construction contracts on the development are being performed, a report demonstrating compliance with clauses (ii) and (iii). The reports shall be considered public records under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1) and shall be open to public inspection.
- (II) A development proponent that fails to provide the monthly report shall be subject to a civil penalty for each month for which the report has not been provided, in the amount of 10 percent of the dollar value of construction work performed by that contractor on the development in the month in question, up to a maximum of ten thousand dollars (\$10,000). Any contractor or subcontractor that fails to comply with clauses (ii) and (iii) shall be subject to a civil penalty of two hundred dollars (\$200) per day for each worker employed in contravention of clauses (ii) and (iii).
- (III) Penalties may be assessed by the Labor Commissioner within 18 months of completion of the development using the procedures for issuance of civil wage and penalty assessments specified in Section 1741 of the Labor Code, and may be reviewed pursuant to Section 1742 of the Labor Code. Penalties shall be deposited in the State Public Works Enforcement Fund established pursuant to Section 1771.3 of the Labor Code.
- (v) Each construction contractor shall maintain and verify payroll records pursuant to Section 1776 of the Labor Code. Each construction contractor shall submit payroll records directly to the Labor Commissioner at least monthly in a format prescribed by the Labor Commissioner in accordance with subparagraph (A) of paragraph (3) of subdivision (a) of Section 1771.4 of the Labor Code. The records shall include a statement of fringe benefits. Upon request by a joint labor-management cooperation committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a), the records shall be provided pursuant to subdivision (e) of Section 1776 of the Labor Code.
- (vi) All construction contractors shall report any change in apprenticeship program participation or health care expenditures to the local government within 10 business days, and shall reflect those changes on the monthly report. The reports shall be considered public records pursuant to the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1) and shall be open to public inspection.
- (vii) A joint labor-management cooperation committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall have standing to sue a construction contractor for failure to make health care expenditures pursuant to clause (iii) in accordance with Section 218.7 or 218.8 of the Labor Code.
- (F) For any project over 85 feet in height above grade, the following skilled and trained workforce provisions apply:

- (i) Except as provided in clause (ii), the developer shall enter into construction contracts with prime contractors only if all of the following are satisfied:
- (I) The contract contains an enforceable commitment that the prime contractor and subcontractors at every tier will use a skilled and trained workforce, as defined in Section 2601 of the Public Contract Code, to perform work on the project that falls within an apprenticeable occupation in the building and construction trades. However, this enforceable commitment requirement shall not apply to any scopes of work where new bids are accepted pursuant to subclause (I) of clause (ii).
- (II) The developer or prime contractor shall establish minimum bidding requirements for subcontractors that are objective to the maximum extent possible. The developer or prime contractor shall not impose any obstacles in the bid process for subcontractors that go beyond what is reasonable and commercially customary. The developer or prime contractor must accept bids submitted by any bidder that meets the minimum criteria set forth in the bid solicitation.
- (III) The prime contractor has provided an affidavit under penalty of perjury that, in compliance with this subparagraph, it will use a skilled and trained workforce and will obtain from its subcontractors an enforceable commitment to use a skilled and trained workforce for each scope of work in which it receives at least three bids attesting to satisfaction of the skilled and trained workforce requirements.
- (IV) When a prime contractor or subcontractor is required to provide an enforceable commitment that a skilled and trained workforce will be used to complete a contract or project, the commitment shall be made in an enforceable agreement with the developer that provides the following:
- (ia) The prime contractor and subcontractors at every tier will comply with this chapter.
- (ib) The prime contractor will provide the developer, on a monthly basis while the project or contract is being performed, a report demonstrating compliance by the prime contractor.
- (ic) The prime contractor shall provide the developer, on a monthly basis while the project or contract is being performed, the monthly reports demonstrating compliance submitted to the prime contractor by the affected subcontractors.
- (ii) (I) If a prime contractor fails to receive at least three bids in a scope of construction work from subcontractors that attest to satisfying the skilled and trained workforce requirements as described in this subparagraph, the prime contractor may accept new bids for that scope of work. The prime contractor need not require that a skilled and trained workforce be used by the subcontractors for that scope of work.
- (II) The requirements of this subparagraph shall not apply if all contractors, subcontractors, and craft unions performing work on the development are subject to a multicraft project labor agreement that requires the payment of prevailing wages to all construction workers employed in the execution of the development and provides for enforcement of that obligation through an arbitration procedure. The multicraft project labor agreement shall include all construction crafts with applicable coverage determinations for the specified scopes of work on the project pursuant to Section 1773 of the Labor Code and shall be executed by all applicable labor organizations

regardless of affiliation. For purposes of this clause, "project labor agreement" means a prehire collective bargaining agreement that establishes terms and conditions of employment for a specific construction project or projects and is an agreement described in Section 158(f) of Title 29 of the United States Code.

- (III) Requirements set forth in this subparagraph shall not apply to projects where 100 percent of the units, exclusive of a manager's unit or units, are dedicated to lower income households, as defined in Section 50079.5 of the Health and Safety Code.
- (iii) If the skilled and trained workforce requirements of this subparagraph apply, the prime contractor shall require subcontractors to provide, and subcontractors on the project shall provide, the following to the prime contractor:
- (I) An affidavit signed under penalty of perjury that a skilled and trained workforce shall be employed on the project.
- (II) Reports on a monthly basis, while the project or contract is being performed, demonstrating compliance with this chapter.
- (iv) Upon issuing any invitation or bid solicitation for the project, but no less than seven days before the bid is due, the developer shall send a notice of the invitation or solicitation that describes the project to the following entities within the jurisdiction of the proposed project site:
- (I) Any bona fide labor organization representing workers in the building and construction trades who may perform work necessary to complete the project and the local building and construction trades council.
- (II) Any organization representing contractors that may perform work necessary to complete the project, including any contractors' association or regional builders' exchange.
- (v) The developer or prime contractor shall, within three business days of a request by a joint labor-management cooperation committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a), provide all of the following:
- (I) The names and Contractors State License Board numbers of the prime contractor and any subcontractors that submitted a proposal or bid for the development project.
- (II) The names and Contractors State License Board numbers of contractors and subcontractors that are under contract to perform construction work.
- (vi) (I) For all projects subject to this subparagraph, the development proponent shall provide to the locality, on a monthly basis while the project or contract is being performed, a report demonstrating that the self-performing prime contractor and all subcontractors used a skilled and trained workforce, as defined in Section 2601 of the Public Contract Code, unless otherwise exempt under this subparagraph. A monthly report provided to the locality pursuant to this subclause shall be a public record under the California Public Records Act Division 10 (commencing with Section 7920.000) of Title 1 and shall be open to public inspection. A developer that fails to provide a complete monthly report shall be subject to a civil penalty of 10 percent of the dollar value of construction work performed by that contractor on the project in the month in question, up to a maximum of ten thousand dollars (\$10,000) per month for each month for which the report has not been provided.

- (II) Any subcontractors or prime contractor self-performing work subject to the skilled and trained workforce requirements under this subparagraph that fail to use a skilled and trained workforce shall be subject to a civil penalty of two hundred dollars (\$200) per day for each worker employed in contravention of the skilled and trained workforce requirement. Penalties may be assessed by the Labor Commissioner within 18 months of completion of the project using the same issuance of civil wage and penalty assessments pursuant to Section 1741 of the Labor Code and may be reviewed pursuant to the same procedures in Section 1742 of the Labor Code. Prime contractors shall not be jointly liable for violations of this subparagraph by subcontractors. Penalties shall be paid to the State Public Works Enforcement Fund or the locality or its labor standards enforcement agency, depending on the lead entity performing the enforcement work.
- (III) Any provision of a contract or agreement of any kind between a developer and a prime contractor that purports to delegate, transfer, or assign to a prime contractor any obligations of or penalties incurred by a developer shall be deemed contrary to public policy and shall be void and unenforceable.
- (G) A locality, and any labor standards enforcement agency the locality lawfully maintains, shall have standing to take administrative action or sue a construction contractor for failure to comply with this paragraph. A prevailing locality or labor standards enforcement agency shall distribute any wages and penalties to workers in accordance with law and retain any fees, additional penalties, or assessments.
- (9) Notwithstanding paragraph (8), a development that is subject to approval pursuant to this section is exempt from any requirement to pay prevailing wages, use a workforce participating in an apprenticeship, or provide health care expenditures if it satisfies both of the following:
 - (A) The project consists of 10 or fewer units.
- (B) The project is not a public work for purposes of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code.
- (10) The development shall not be upon an existing parcel of land or site that is governed under the Mobilehome Residency Law (Chapter 2.5 (commencing with Section 798) of Title 2 of Part 2 of Division 2 of the Civil Code), the Recreational Vehicle Park Occupancy Law (Chapter 2.6 (commencing with Section 799.20) of Title 2 of Part 2 of Division 2 of the Civil Code), the Mobilehome Parks Act (Part 2.1 (commencing with Section 18200) of Division 13 of the Health and Safety Code), or the Special Occupancy Parks Act (Part 2.3 (commencing with Section 18860) of Division 13 of the Health and Safety Code).
- (b) (1) (A) (i) Before submitting an application for a development subject to the streamlined, ministerial approval process described in subdivision (c), the development proponent shall submit to the local government a notice of its intent to submit an application. The notice of intent shall be in the form of a preliminary application that includes all of the information described in Section 65941.1, as that section read on January 1, 2020.
- (ii) Upon receipt of a notice of intent to submit an application described in clause (i), the local government shall engage in a scoping consultation regarding the proposed

development with any California Native American tribe that is traditionally and culturally affiliated with the geographic area, as described in Section 21080.3.1 of the Public Resources Code, of the proposed development. In order to expedite compliance with this subdivision, the local government shall contact the Native American Heritage Commission for assistance in identifying any California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed development.

- (iii) The timeline for noticing and commencing a scoping consultation in accordance with this subdivision shall be as follows:
- (I) The local government shall provide a formal notice of a development proponent's notice of intent to submit an application described in clause (i) to each California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed development within 30 days of receiving that notice of intent. The formal notice provided pursuant to this subclause shall include all of the following:
 - (ia) A description of the proposed development.
 - (ib) The location of the proposed development.
- (ic) An invitation to engage in a scoping consultation in accordance with this subdivision.
- (II) Each California Native American tribe that receives a formal notice pursuant to this clause shall have 30 days from the receipt of that notice to accept the invitation to engage in a scoping consultation.
- (III) If the local government receives a response accepting an invitation to engage in a scoping consultation pursuant to this subdivision, the local government shall commence the scoping consultation within 30 days of receiving that response.
- (B) The scoping consultation shall recognize that California Native American tribes traditionally and culturally affiliated with a geographic area have knowledge and expertise concerning the resources at issue and shall take into account the cultural significance of the resource to the culturally affiliated California Native American tribe.
- (C) The parties to a scoping consultation conducted pursuant to this subdivision shall be the local government and any California Native American tribe traditionally and culturally affiliated with the geographic area of the proposed development. More than one California Native American tribe traditionally and culturally affiliated with the geographic area of the proposed development may participate in the scoping consultation. However, the local government, upon the request of any California Native American tribe traditionally and culturally affiliated with the geographic area of the proposed development, shall engage in a separate scoping consultation with that California Native American tribe. The development proponent and its consultants may participate in a scoping consultation process conducted pursuant to this subdivision if all of the following conditions are met:
- (i) The development proponent and its consultants agree to respect the principles set forth in this subdivision.

- (ii) The development proponent and its consultants engage in the scoping consultation in good faith.
- (iii) The California Native American tribe participating in the scoping consultation approves the participation of the development proponent and its consultants. The California Native American tribe may rescind its approval at any time during the scoping consultation, either for the duration of the scoping consultation or with respect to any particular meeting or discussion held as part of the scoping consultation.
- (D) The participants to a scoping consultation pursuant to this subdivision shall comply with all of the following confidentiality requirements:
 - (i) Section 7927.000.
 - (ii) Section 7927.005.
 - (iii) Subdivision (c) of Section 21082.3 of the Public Resources Code.
- (iv) Subdivision (d) of Section 15120 of Title 14 of the California Code of Regulations.
- (v) Any additional confidentiality standards adopted by the California Native American tribe participating in the scoping consultation.
- (E) The California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) shall not apply to a scoping consultation conducted pursuant to this subdivision.
- (2) (A) If, after concluding the scoping consultation, the parties find that no potential tribal cultural resource would be affected by the proposed development, the development proponent may submit an application for the proposed development that is subject to the streamlined, ministerial approval process described in subdivision (c).
- (B) If, after concluding the scoping consultation, the parties find that a potential tribal cultural resource could be affected by the proposed development and an enforceable agreement is documented between the California Native American tribe and the local government on methods, measures, and conditions for tribal cultural resource treatment, the development proponent may submit the application for a development subject to the streamlined, ministerial approval process described in subdivision (c). The local government shall ensure that the enforceable agreement is included in the requirements and conditions for the proposed development.
- (C) If, after concluding the scoping consultation, the parties find that a potential tribal cultural resource could be affected by the proposed development and an enforceable agreement is not documented between the California Native American tribe and the local government regarding methods, measures, and conditions for tribal cultural resource treatment, the development shall not be eligible for the streamlined, ministerial approval process described in subdivision (c).
- (D) For purposes of this paragraph, a scoping consultation shall be deemed to be concluded if either of the following occur:
- (i) The parties to the scoping consultation document an enforceable agreement concerning methods, measures, and conditions to avoid or address potential impacts to tribal cultural resources that are or may be present.

- (ii) One or more parties to the scoping consultation, acting in good faith and after reasonable effort, conclude that a mutual agreement on methods, measures, and conditions to avoid or address impacts to tribal cultural resources that are or may be present cannot be reached.
- (E) If the development or environmental setting substantially changes after the completion of the scoping consultation, the local government shall notify the California Native American tribe of the changes and engage in a subsequent scoping consultation if requested by the California Native American tribe.
- (3) A local government may only accept an application for streamlined, ministerial approval pursuant to this section if one of the following applies:
- (A) A California Native American tribe that received a formal notice of the development proponent's notice of intent to submit an application pursuant to subclause (I) of clause (iii) of subparagraph (A) of paragraph (1) did not accept the invitation to engage in a scoping consultation.
- (B) The California Native American tribe accepted an invitation to engage in a scoping consultation pursuant to subclause (II) of clause (iii) of subparagraph (A) of paragraph (1) but substantially failed to engage in the scoping consultation after repeated documented attempts by the local government to engage the California Native American tribe.
- (C) The parties to a scoping consultation pursuant to this subdivision find that no potential tribal cultural resource will be affected by the proposed development pursuant to subparagraph (A) of paragraph (2).
- (D) A scoping consultation between a California Native American tribe and the local government has occurred in accordance with this subdivision and resulted in agreement pursuant to subparagraph (B) of paragraph (2).
- (4) A project shall not be eligible for the streamlined, ministerial process described in subdivision (c) if any of the following apply:
- (A) There is a tribal cultural resource that is on a national, state, tribal, or local historic register list located on the site of the project.
- (B) There is a potential tribal cultural resource that could be affected by the proposed development and the parties to a scoping consultation conducted pursuant to this subdivision do not document an enforceable agreement on methods, measures, and conditions for tribal cultural resource treatment, as described in subparagraph (C) of paragraph (2).
- (C) The parties to a scoping consultation conducted pursuant to this subdivision do not agree as to whether a potential tribal cultural resource will be affected by the proposed development.
- (5) (A) If, after a scoping consultation conducted pursuant to this subdivision, a project is not eligible for the streamlined, ministerial approval process described in subdivision (c) for any or all of the following reasons, the local government shall provide written documentation of that fact, and an explanation of the reason for which the project is not eligible, to the development proponent and to any California Native American tribe that is a party to that scoping consultation:

- (i) There is a tribal cultural resource that is on a national, state, tribal, or local historic register list located on the site of the project, as described in subparagraph (A) of paragraph (4).
- (ii) The parties to the scoping consultation have not documented an enforceable agreement on methods, measures, and conditions for tribal cultural resource treatment, as described in subparagraph (C) of paragraph (2) and subparagraph (B) of paragraph (4).
- (iii) The parties to the scoping consultation do not agree as to whether a potential tribal cultural resource will be affected by the proposed development, as described in subparagraph (C) of paragraph (4).
- (B) The written documentation provided to a development proponent pursuant to this paragraph shall include information on how the development proponent may seek a conditional use permit or other discretionary approval of the development from the local government.
- (6) This section is not intended, and shall not be construed, to limit consultation and discussion between a local government and a California Native American tribe pursuant to other applicable law, confidentiality provisions under other applicable law, the protection of religious exercise to the fullest extent permitted under state and federal law, or the ability of a California Native American tribe to submit information to the local government or participate in any process of the local government.
 - (7) For purposes of this subdivision:
- (A) "Consultation" means the meaningful and timely process of seeking, discussing, and considering carefully the views of others, in a manner that is cognizant of all parties' cultural values and, where feasible, seeking agreement. Consultation between local governments and Native American tribes shall be conducted in a way that is mutually respectful of each party's sovereignty. Consultation shall also recognize the tribes' potential needs for confidentiality with respect to places that have traditional tribal cultural importance. A lead agency shall consult the tribal consultation best practices described in the "State of California Tribal Consultation Guidelines: Supplement to the General Plan Guidelines" prepared by the Office of Planning and Research.
- (B) "Scoping" means the act of participating in early discussions or investigations between the local government and California Native American tribe, and the development proponent if authorized by the California Native American tribe, regarding the potential effects a proposed development could have on a potential tribal cultural resource, as defined in Section 21074 of the Public Resources Code, or California Native American tribe, as defined in Section 21073 of the Public Resources Code.
- (8) This subdivision shall not apply to any project that has been approved under the streamlined, ministerial approval process provided under this section before the effective date of the act adding this subdivision.
- (c) (1) Notwithstanding any local law, if a local government's planning director or equivalent position determines that a development submitted pursuant to this section is consistent with the objective planning standards specified in subdivision (a) and

pursuant to paragraph (3) of this subdivision, the local government shall approve the development. Upon a determination that a development submitted pursuant to this section is in conflict with any of the objective planning standards specified in subdivision (a), the local government staff or relevant local planning and permitting department that made the determination shall provide the development proponent written documentation of which standard or standards the development conflicts with, and an explanation for the reason or reasons the development conflicts with that standard or standards, as follows:

- (A) Within 60 days of submittal of the development to the local government pursuant to this section if the development contains 150 or fewer housing units.
- (B) Within 90 days of submittal of the development to the local government pursuant to this section if the development contains more than 150 housing units.
- (C) Within 30 days of submittal of any development proposal that was resubmitted to address written feedback provided by the local government pursuant to this paragraph.
- (2) If the local government's planning director or equivalent position fails to provide the required documentation pursuant to paragraph (1), the development shall be deemed to satisfy the objective planning standards specified in subdivision (a).
- (3) For purposes of this section, a development is consistent with the objective planning standards specified in subdivision (a) if there is substantial evidence that would allow a reasonable person to conclude that the development is consistent with the objective planning standards. The local government shall not determine that a development, including an application for a modification under subdivision (h), is in conflict with the objective planning standards on the basis that application materials are not included, if the application contains substantial evidence that would allow a reasonable person to conclude that the development is consistent with the objective planning standards.
- (4) Upon submittal of an application for streamlined, ministerial approval pursuant to this section to the local government, all departments of the local government that are required to issue an approval of the development prior to the granting of an entitlement shall comply with the requirements of this section within the time periods specified in paragraph (1).
- (d) (1) Any design review of the development may be conducted by the local government's planning commission or any equivalent board or commission responsible for design review. That design review shall be objective and be strictly focused on assessing compliance with criteria required for streamlined projects, as well as any reasonable objective design standards published and adopted by ordinance or resolution by a local jurisdiction before submission of a development application, and shall be broadly applicable to development within the jurisdiction. That design review shall be completed, and if the development is consistent with all objective standards, the local government shall approve the development as follows and shall not in any way inhibit, chill, or preclude the ministerial approval provided by this section or its effect, as applicable:

- (A) Within 90 days of submittal of the development to the local government pursuant to this section if the development contains 150 or fewer housing units.
- (B) Within 180 days of submittal of the development to the local government pursuant to this section if the development contains more than 150 housing units.
- (2) An application for a subdivision pursuant to the Subdivision Map Act (Division 2 (commencing with Section 66410)) shall be exempt from the requirements of the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) and shall be subject to the public oversight timelines set forth in paragraph (1) if the development is consistent with the requirements of this section, including, but not limited to, paragraph (8) of subdivision (a), and all objective subdivision standards in the local subdivision ordinance, and meets at least one of the following requirements:
- (A) The development has received or will receive financing or funding by means of a low-income housing tax credit.
- (B) The development is located on a legal parcel or parcels within either of the following:
- (i) An incorporated city, the boundaries of which include some portion of an urbanized area.
- (ii) An urbanized area or urban cluster in a county with a population greater than 250,000 based on the most recent United States Census Bureau data.
 - (iii) For purposes of this subparagraph, the following definitions apply:
- (I) "Urbanized area" means an urbanized area designated by the United States Census Bureau, as published in the Federal Register, Volume 77, Number 59, on March 27, 2012.
- (II) "Urban cluster" means an urban cluster designated by the United States Census Bureau, as published in the Federal Register, Volume 77, Number 59, on March 27, 2012.
- (3) If a local government determines that a development submitted pursuant to this section is in conflict with any of the standards imposed pursuant to paragraph (1), it shall provide the development proponent written documentation of which objective standard or standards the development conflicts with, and an explanation for the reason or reasons the development conflicts with that objective standard or standards consistent with the timelines described in paragraph (1) of subdivision (c).
- (e) (1) Notwithstanding any other law, a local government, whether or not it has adopted an ordinance governing automobile parking requirements in multifamily developments, shall not impose automobile parking standards for a streamlined development that was approved pursuant to this section in any of the following instances:
 - (A) The development is located within one-half mile of public transit.
- (B) The development is located within an architecturally and historically significant historic district.
- (C) When on-street parking permits are required but not offered to the occupants of the development.
 - (D) When there is a car share vehicle located within one block of the development.

- (2) If the development does not fall within any of the categories described in paragraph (1), the local government shall not impose automobile parking requirements for streamlined developments approved pursuant to this section that exceed one parking space per unit.
- (f) Notwithstanding any law, a local government shall not require any of the following prior to approving a development that meets the requirements of this section:
- (1) Studies, information, or other materials that do not pertain directly to determining whether the development is consistent with the objective planning standards applicable to the development.
- (2) (A) Compliance with any standards necessary to receive a postentitlement permit.
- (B) This paragraph does not prohibit a local agency from requiring compliance with any standards necessary to receive a postentitlement permit after a permit has been issued pursuant to this section.
- (C) For purposes of this paragraph, "postentitlement permit" has the same meaning as provided in subparagraph (A) of paragraph (3) of subdivision (j) of Section 65913.3.
- (g) (1) If a local government approves a development pursuant to this section, then, notwithstanding any other law, that approval shall not expire if the project satisfies both of the following requirements:
- (A) The project includes public investment in housing affordability, beyond tax credits.
- (B) At least 50 percent of the units are affordable to households making at or below 80 percent of the area median income.
- (2) (A) If a local government approves a development pursuant to this section, and the project does not satisfy the requirements of subparagraphs (A) and (B) of paragraph (1), that approval shall remain valid for three years from the date of the final action establishing that approval, or if litigation is filed challenging that approval, from the date of the final judgment upholding that approval. Approval shall remain valid for a project provided construction activity, including demolition and grading activity, on the development site that has begun pursuant to a permit issued by the local jurisdiction and is in progress. For purposes of this subdivision, "in progress" means one of the following:
 - (i) The construction has begun and has not ceased for more than 180 days.
- (ii) If the development requires multiple building permits, an initial phase has been completed, and the project proponent has applied for and is diligently pursuing a building permit for a subsequent phase, provided that once it has been issued, the building permit for the subsequent phase does not lapse.
- (B) Notwithstanding subparagraph (A), a local government may grant a project a one-time, one-year extension if the project proponent can provide documentation that there has been significant progress toward getting the development construction ready, such as filing a building permit application.
- (3) If the development proponent requests a modification pursuant to subdivision (h), then the time during which the approval shall remain valid shall be extended for the number of days between the submittal of a modification request and the date of

its final approval, plus an additional 180 days to allow time to obtain a building permit. If litigation is filed relating to the modification request, the time shall be further extended during the pendency of the litigation. The extension required by this paragraph shall only apply to the first request for a modification submitted by the development proponent.

- (4) The amendments made to this subdivision by the act that added this paragraph shall also be retroactively applied to developments approved prior to January 1, 2022.
- (h) (1) (A) A development proponent may request a modification to a development that has been approved under the streamlined, ministerial approval process provided in subdivision (c) if that request is submitted to the local government before the issuance of the final building permit required for construction of the development.
- (B) Except as provided in paragraph (3), the local government shall approve a modification if it determines that the modification is consistent with the objective planning standards specified in subdivision (a) that were in effect when the original development application was first submitted.
- (C) The local government shall evaluate any modifications requested pursuant to this subdivision for consistency with the objective planning standards using the same assumptions and analytical methodology that the local government originally used to assess consistency for the development that was approved for streamlined, ministerial approval pursuant to subdivision (c).
- (D) A guideline that was adopted or amended by the department pursuant to subdivision (n) after a development was approved through the streamlined, ministerial approval process described in subdivision (c) shall not be used as a basis to deny proposed modifications.
- (2) Upon receipt of the development proponent's application requesting a modification, the local government shall determine if the requested modification is consistent with the objective planning standard and either approve or deny the modification request within 60 days after submission of the modification, or within 90 days if design review is required.
- (3) Notwithstanding paragraph (1), the local government may apply objective planning standards adopted after the development application was first submitted to the requested modification in any of the following instances:
- (A) The development is revised such that the total square footage of construction increases by 15 percent or more or the total number of residential units decreases by 15 percent or more. The calculation of the square footage of construction increases shall not include underground space.
- (B) The development is revised such that the total square footage of construction increases by 5 percent or more or the total number of residential units decreases by 5 percent or more and it is necessary to subject the development to an objective standard beyond those in effect when the development application was submitted in order to mitigate or avoid a specific, adverse impact, as that term is defined in subparagraph (A) of paragraph (1) of subdivision (j) of Section 65589.5, upon the public health or safety and there is no feasible alternative method to satisfactorily

mitigate or avoid the adverse impact. The calculation of the square footage of construction increases shall not include underground space.

- (C) (i) Objective building standards contained in the California Building Standards Code (Title 24 of the California Code of Regulations), including, but not limited to, building plumbing, electrical, fire, and grading codes, may be applied to all modification applications that are submitted prior to the first building permit application. Those standards may be applied to modification applications submitted after the first building permit application if agreed to by the development proponent.
- (ii) The amendments made to clause (i) by the act that added clause (i) shall also be retroactively applied to modification applications submitted prior to January 1, 2022.
- (4) The local government's review of a modification request pursuant to this subdivision shall be strictly limited to determining whether the modification, including any modification to previously approved density bonus concessions or waivers, modify the development's consistency with the objective planning standards and shall not reconsider prior determinations that are not affected by the modification.
- (i) (1) A local government shall not adopt or impose any requirement, including, but not limited to, increased fees or inclusionary housing requirements, that applies to a project solely or partially on the basis that the project is eligible to receive ministerial or streamlined approval pursuant to this section.
- (2) (A) A local government shall issue a subsequent permit required for a development approved under this section if the application substantially complies with the development as it was approved pursuant to subdivision (c). Upon receipt of an application for a subsequent permit, the local government shall process the permit without unreasonable delay and shall not impose any procedure or requirement that is not imposed on projects that are not approved pursuant to this section. The local government shall consider the application for subsequent permits based upon the objective standards specified in any state or local laws that were in effect when the original development application was submitted, unless the development proponent agrees to a change in objective standards. Issuance of subsequent permits shall implement the approved development, and review of the permit application shall not inhibit, chill, or preclude the development. For purposes of this paragraph, a "subsequent permit" means a permit required subsequent to receiving approval under subdivision (c), and includes, but is not limited to, demolition, grading, encroachment, and building permits and final maps, if necessary.
- (B) The amendments made to subparagraph (A) by the act that added this subparagraph shall also be retroactively applied to subsequent permit applications submitted prior to January 1, 2022.
- (3) (A) If a public improvement is necessary to implement a development that is subject to the streamlined, ministerial approval pursuant to this section, including, but not limited to, a bicycle lane, sidewalk or walkway, public transit stop, driveway, street paving or overlay, a curb or gutter, a modified intersection, a street sign or street light, landscape or hardscape, an above-ground or underground utility connection, a water line, fire hydrant, storm or sanitary sewer connection, retaining wall, and any

related work, and that public improvement is located on land owned by the local government, to the extent that the public improvement requires approval from the local government, the local government shall not exercise its discretion over any approval relating to the public improvement in a manner that would inhibit, chill, or preclude the development.

- (B) If an application for a public improvement described in subparagraph (A) is submitted to a local government, the local government shall do all of the following:
- (i) Consider the application based upon any objective standards specified in any state or local laws that were in effect when the original development application was submitted.
- (ii) Conduct its review and approval in the same manner as it would evaluate the public improvement if required by a project that is not eligible to receive ministerial or streamlined approval pursuant to this section.
- (C) If an application for a public improvement described in subparagraph (A) is submitted to a local government, the local government shall not do either of the following:
- (i) Adopt or impose any requirement that applies to a project solely or partially on the basis that the project is eligible to receive ministerial or streamlined approval pursuant to this section.
 - (ii) Unreasonably delay in its consideration, review, or approval of the application.
- (j) (1) This section shall not affect a development proponent's ability to use any alternative streamlined by right permit processing adopted by a local government, including the provisions of subdivision (i) of Section 65583.2.
- (2) This section shall not prevent a development from also qualifying as a housing development project entitled to the protections of Section 65589.5. This paragraph does not constitute a change in, but is declaratory of, existing law.
- (k) The California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) does not apply to actions taken by a state agency, local government, or the San Francisco Bay Area Rapid Transit District to:
- (1) Lease, convey, or encumber land owned by the local government or the San Francisco Bay Area Rapid Transit District or to facilitate the lease, conveyance, or encumbrance of land owned by the local government, or for the lease of land owned by the San Francisco Bay Area Rapid Transit District in association with an eligible TOD project, as defined pursuant to Section 29010.1 of the Public Utilities Code, nor to any decisions associated with that lease, or to provide financial assistance to a development that receives streamlined approval pursuant to this section that is to be used for housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code.
- (2) Approve improvements located on land owned by the local government or the San Francisco Bay Area Rapid Transit District that are necessary to implement a development that receives streamlined approval pursuant to this section that is to be used for housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code.

- (*l*) For purposes of establishing the total number of units in a development under this chapter, a development or development project includes both of the following:
 - (1) All projects developed on a site, regardless of when those developments occur.
- (2) All projects developed on sites adjacent to a site developed pursuant to this chapter if, after January 1, 2023, the adjacent site had been subdivided from the site developed pursuant to this chapter.
 - (m) For purposes of this section, the following terms have the following meanings:
- (1) "Affordable housing cost" has the same meaning as set forth in Section 50052.5 of the Health and Safety Code.
- (2) (A) Subject to the qualification provided by subparagraphs (B) and (C), "affordable rent" has the same meaning as set forth in Section 50053 of the Health and Safety Code.
- (B) For a development for which an application pursuant to this section was submitted prior to January 1, 2019, that includes 500 units or more of housing, and that dedicates 20 percent of the total number of units, before calculating any density bonus, to housing affordable to households making at, or below, 80 percent of the area median income, affordable rent for at least 30 percent of these units shall be set at an affordable rent as defined in subparagraph (A) and "affordable rent" for the remainder of these units shall mean a rent that is consistent with the maximum rent levels for a housing development that receives an allocation of state or federal low-income housing tax credits from the California Tax Credit Allocation Committee.
- (C) For a development that dedicates 100 percent of units, exclusive of a manager's unit or units, to lower income households, "affordable rent" shall mean a rent that is consistent with the maximum rent levels stipulated by the public program providing financing for the development.
 - (3) "Department" means the Department of Housing and Community Development.
- (4) "Development proponent" means the developer who submits a housing development project application to a local government under the streamlined ministerial review process pursuant to this section.
- (5) "Completed entitlements" means a housing development that has received all the required land use approvals or entitlements necessary for the issuance of a building permit.
- (6) "Health care expenditures" include contributions under Section 401(a), 501(c), or 501(d) of the Internal Revenue Code and payments toward "medical care," as defined in Section 213(d)(1) of the Internal Revenue Code.
 - (7) "Housing development project" has the same meaning as in Section 65589.5.
- (8) "Locality" or "local government" means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.
- (9) "Moderate-income housing units" means housing units with an affordable housing cost or affordable rent for persons and families of moderate income, as that term is defined in Section 50093 of the Health and Safety Code.
- (10) "Production report" means the information reported pursuant to subparagraph (H) of paragraph (2) of subdivision (a) of Section 65400.

- (11) "State agency" includes every state office, officer, department, division, bureau, board, and commission, but does not include the California State University or the University of California.
 - (12) (A) "Reporting period" means either of the following:
 - (i) The first half of the regional housing needs assessment cycle.
 - (ii) The last half of the regional housing needs assessment cycle.
- (B) Notwithstanding subparagraph (A), "reporting period" means annually for the City and County of San Francisco.
- (13) "Urban uses" means any current or former residential, commercial, public institutional, public park that is surrounded by other urban uses, parking lot or structure, transit or transportation passenger facility, or retail use, or any combination of those uses.
- (n) The department may review, adopt, amend, and repeal guidelines to implement uniform standards or criteria that supplement or clarify the terms, references, or standards set forth in this section. Any guidelines or terms adopted pursuant to this subdivision shall not be subject to Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code.
- (o) The determination of whether an application for a development is subject to the streamlined ministerial approval process provided by subdivision (c) is not a "project" as defined in Section 21065 of the Public Resources Code.
- (p) Notwithstanding any other law, for purposes of this section and for development in compliance with the requirements of this section on property owned by or leased to the state, the Department of General Services may act in the place of a locality or local government, at the discretion of the department.
- (q) (1) For developments proposed in a census tract that is designated either as a moderate resource area, low resource area, or an area of high segregation and poverty on the most recent "CTCAC/HCD Opportunity Map" published by the California Tax Credit Allocation Committee and the Department of Housing and Community Development, within 45 days after receiving a notice of intent, as described in subdivision (b), and before the development proponent submits an application for the proposed development that is subject to the streamlined, ministerial approval process described in subdivision (c), the local government shall provide for a public meeting to be held by the city council or county board of supervisors to provide an opportunity for the public and the local government to comment on the development.
- (2) The public meeting shall be held at a regular meeting and be subject to the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5).
- (3) If the development proposal is located within a city with a population of greater than 250,000 or the unincorporated area of a county with a population of greater than 250,000, the public meeting shall be held by the jurisdiction's planning commission.
- (4) Comments may be provided by testimony during the meeting or in writing at any time before the meeting concludes.
- (5) The development proponent shall attest in writing that it attended the meeting described in paragraph (1) and reviewed the public testimony and written comments

from the meeting in its application for the proposed development that is subject to the streamlined, ministerial approval process described in subdivision (c).

- (6) If the local government fails to hold the hearing described in paragraph (1) within 45 days after receiving the notice of intent, the development proponent shall hold a public meeting on the proposed development before submitting an application pursuant to this section.
- (r) (1) This section shall not apply to applications for developments proposed on qualified sites that are submitted on or after January 1, 2024, but before July 1, 2025.
- (2) For purposes of this subdivision, "qualified site" means a site that meets the following requirements:
- (A) The site is located within an equine or equestrian district designated by a general plan or specific or master plan, which may include a specific narrative reference to a geographically determined area or map of the same. Parcels adjoined and only separated by a street or highway shall be considered to be within an equestrian district.
- (B) As of January 1, 2024, the general plan applicable to the site contains, and has contained for five or more years, an equine or equestrian district designation where the site is located.
- (C) As of January 1, 2024, the equine or equestrian district applicable to the site is not zoned to include residential uses, but authorizes residential uses with a conditional use permit.
- (D) The applicable local government has an adopted housing element that is compliant with applicable law.
- (3) The Legislature finds and declares that the purpose of this subdivision is to allow local governments to conduct general plan updates to align their general plan with applicable zoning changes.
- (s) The provisions of clause (iii) of subparagraph (E) of paragraph (8) of subdivision (a) relating to health care expenditures are distinct and severable from the remaining provisions of this section. However, the remaining portions of paragraph (8) of subdivision (a) are a material and integral part of this section and are not severable. If any provision or application of paragraph (8) of subdivision (a) is held invalid, this entire section shall be null and void.
- (t) (1) The changes made to this section by the act adding this subdivision shall apply in a coastal zone, as defined in Division 20 (commencing with Section 30000) of the Public Resources Code, on and after January 1, 2025.
- (2) In an area of the coastal zone not excluded under paragraph (6) of subdivision (a), a development that satisfies the requirements of subdivision (a) shall require a coastal development permit pursuant to Chapter 7 (commencing with Section 30600) of Division 20 of the Public Resources Code. A public agency with coastal development permitting authority shall approve a coastal development permit if it determines that the development is consistent with all objective standards of the local government's certified local coastal program or, for areas that are not subject to a fully certified local coastal program, the certified land use plan of that area.
- (3) For purposes of this section, receipt of any density bonus, concessions, incentives, waivers or reductions of development standards, and parking ratios to

which the applicant is entitled under Section 65915 shall not constitute a basis to find the project inconsistent with the local coastal program.

- (u) It is the policy of the state that this section be interpreted and implemented in a manner to afford the fullest possible weight to the interest of, and the approval and provision of, increased housing supply.
- (v) This section shall remain in effect only until January 1, 2036, and as of that date is repealed.

(Amended by Stats. 2024, Ch. 754, Sec. 1. (AB 3122) Effective January 1, 2025. Repealed as of January 1, 2036, by its own provisions.)

NOTICE OF PUBLIC HEARING NOTICE OF AVAILABILITY DECLARATION OF EXEMPT SURPLUS LAND

NOTICE IS HEREBY GIVEN that the Lemoore City Council will conduct a Public Hearing at its Regular Meeting Tuesday, April 1, at 5:30 p.m. in the Lemoore Council Chamber located at 429 C Street to consider and accept public comment for the adoption of Resolution No. 2025-XX, accepting 1) a proposal to declare three (3) parcels (approx. 9 acres) of land located on the northeast corner of 19 ½ Avenue and Cedar Lane (APNs 023-400-001, 023-400-002, and 023-400-003) as "exempt surplus land" pursuant to Government Code Sections 54221 (f)(1)(A) and or (f)(1)(P)(IV) surplus land that is transferred pursuant to Section 25539.4 or 37364 under the California Surplus Land Act, thereby exempting it from the standard Surplus Land Act requirements for disposition, 2) Development Agreement between City and Developer (KKAL, LP) for affordable housing project, and 3) authorizing City Manager to sign development agreement, escrow and associated documents for the sale of property.

The property is proposed as an exempt surplus land to be transferred for the development of an affordable housing project. The City will provide findings at the hearing to show that the project meets the requirements of Government Code Section 37364.

All upcoming regular and special City Council meetings will also be accessible online at www.Youtube.com/c/cityoflemoore.

It has been determined that the project is exempt from the requirements of the California Environmental Quality Act (CEQA) per Government Code Section 65913.4(k) and 65852.24(b), and per CEQA Guidelines Section 15268 (statutory exemption). of the CEQA Guidelines.

Persons having comments or concerns about the proposed project are encouraged to attend or submit your public comments by e-mail to: cityclerk@lemoore.com. Emailed comments must be received by 4:30 p.m. the day of the hearing to be entered into record. 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: City Clerk, 711 W. Cinnamon Drive, Lemoore, CA 93245. Mailed comments must be received by 4:30 p.m. the day of the hearing to be entered into record.

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