

**1/19/16**  
**City Council Meeting**

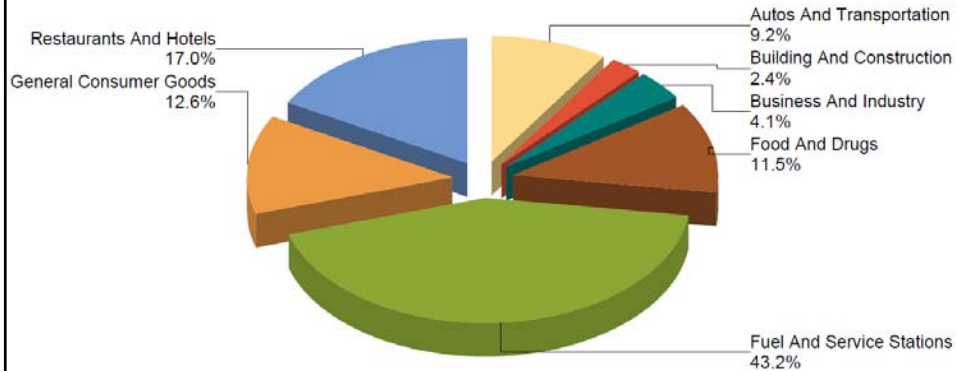
**Handouts received after  
agenda posted**

**Ref Item SS-1****SALES TAX UPDATE****CITY OF LEMOORE****January 19, 2016**
 Delivering Revenue, Insight and  
Efficiency to Local Government
**REGIONAL REPORT 3Q15**

Region	3Q15 % Change	2015 YTD
Lemoore	-5.8%	-6.9%
Kings County	-5.8%	2.2%
San Joaquin Valley	0.7%	1.8%
California	3.2%	3.3%

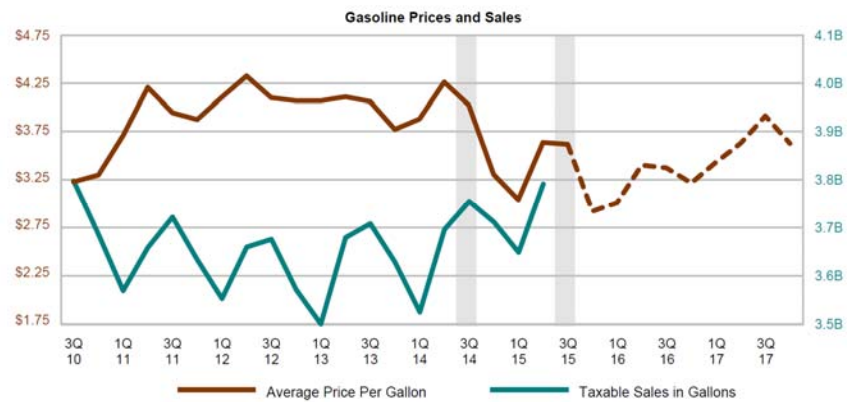
 Delivering Revenue, Insight and  
Efficiency to Local Government

## LEMOORE - SALES TAX BASE CY15

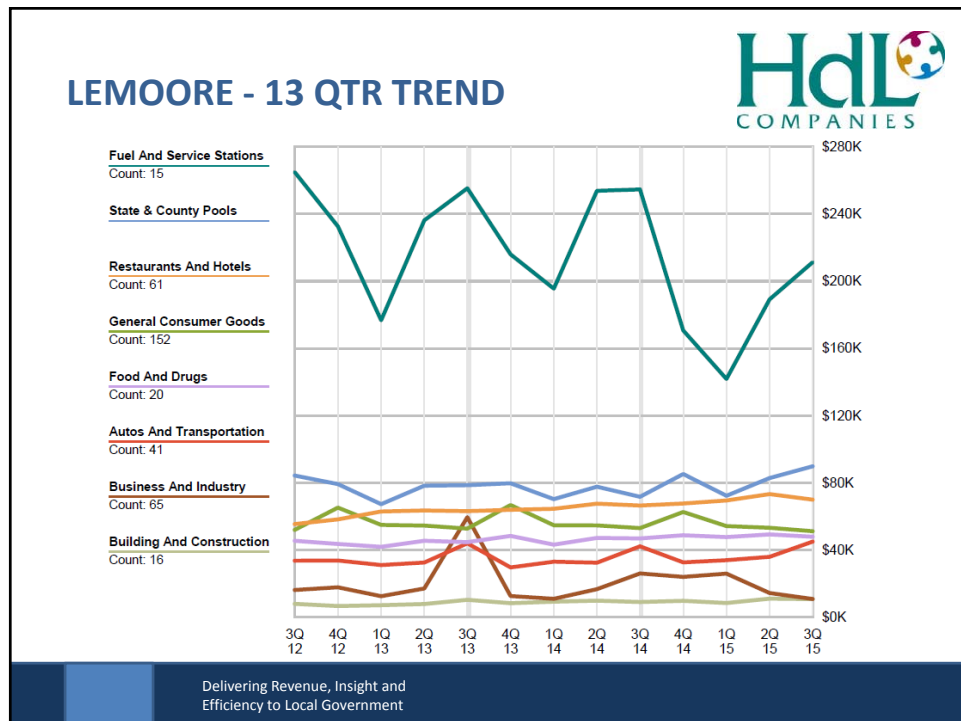
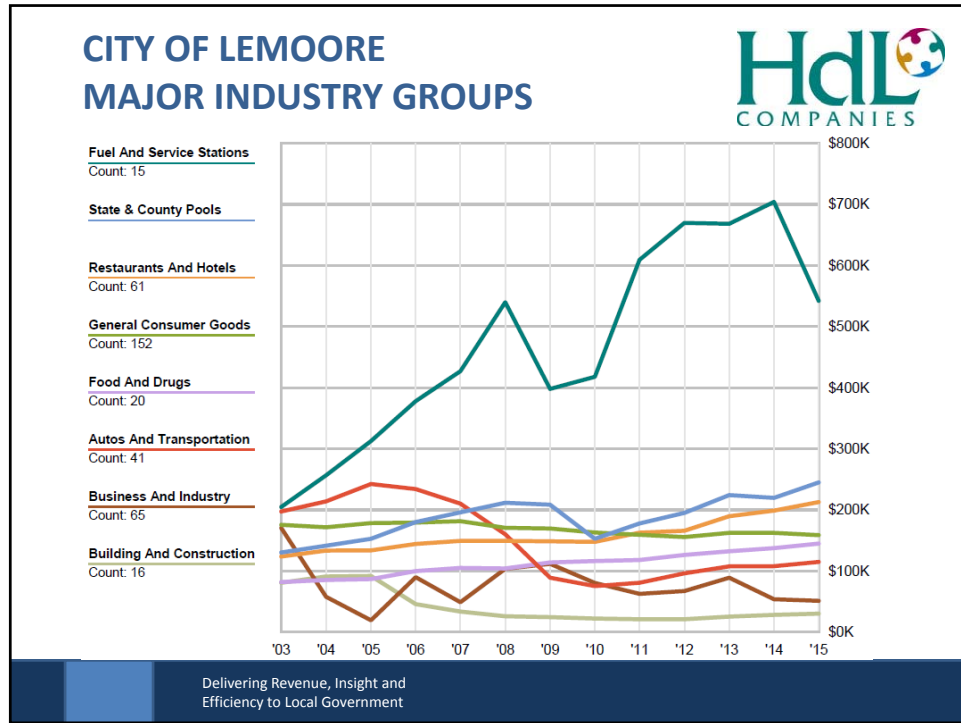


Delivering Revenue, Insight and Efficiency to Local Government

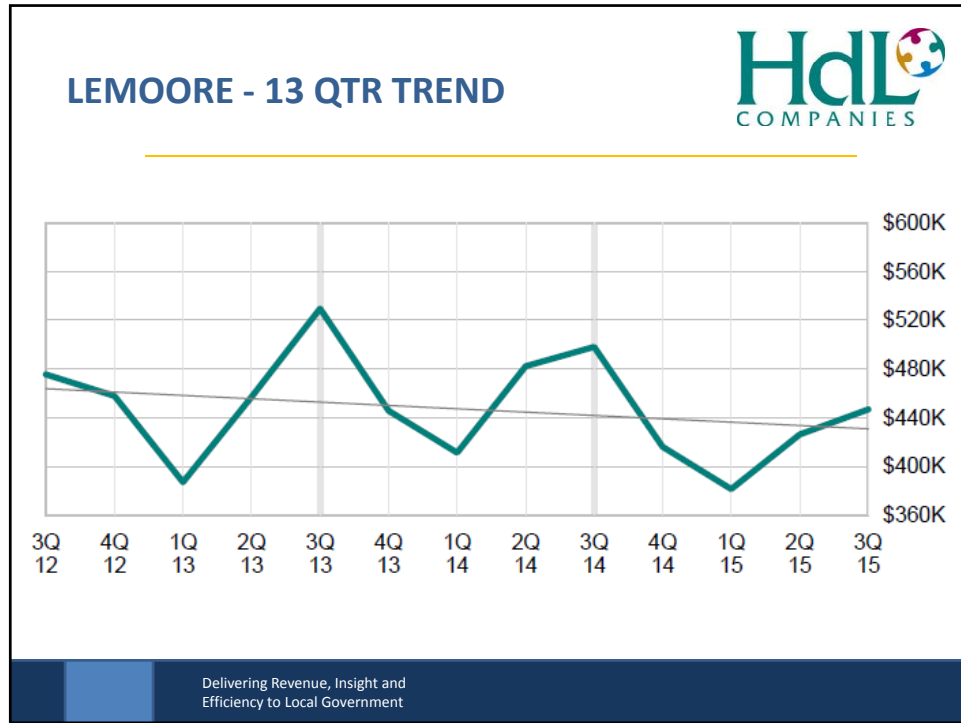
## GAS PRICE & CONSUMPTION



Delivering Revenue, Insight and Efficiency to Local Government







	Very <i>Unfriendly</i> to Business			Very <i>Friendly</i> to Business			Don't Know/ No Opinion
City Council	4%	6%	16%	20%	16%		38%
Co. Board of Supervisors	4%	2%	12%	12%	34%		36%
State Legislature	22%	9%	20%	7%	13%		29%
U.S. Congress	16%	11%	22%	7%	13%		31%

# KINGS COUNTY TRANSACTIONS AND USE TAX OF 2016

# BACKGROUND

- County proposed a  $\frac{1}{4}$  percent sales tax.
- Special tax dedicated for public safety purposes.
- Requires  $\frac{2}{3}$  vote of both the Board of Supervisors and electorate.
- Requires a MOU between City and County.

# PROPOSITION 30

- Proposition 30 passed in November 2012.
- The initiative established a new  $\frac{1}{4}$  percent statewide sales tax.
- Sales tax is set to expire on January 1, 2017.

**California Sales and Use Tax Rates by County and City\***  
Effective July 1, 2015 (includes state, county, local, and district taxes)

<p><b>ALAMEDA CO. 9.50%</b> City of Albany 10.00% City of Hayward 10.00% City of San Leandro 10.00% City of Union City 10.00%</p> <p>→ <b>ALPINE CO. 7.50%</b></p> <p><b>AMADOR CO. 8.00%</b></p> <p><b>BUTTE CO. 7.50%</b> Town of Paradise 8.00%</p> <p>→ <b>CALAVERAS CO. 7.50%</b></p> <p><b>COLUSA CO. 7.50%</b> City of Williams 8.00%</p> <p><b>CONTRA COSTA CO. 8.50%</b> City of Antioch 9.00% City of Concord 9.00% City of El Cerrito 10.00% City of Hercules 9.00% Town of Moraga 9.50% City of Orinda 9.00% City of Pinole 9.50% City of Pittsburg 9.00% City of Richmond 9.50% City of San Pablo 9.25%</p> <p><b>DEL NORTE CO. 7.75%</b></p> <p><b>EL DORADO CO. 7.50%</b> City of Placerville 8.00% City of South Lake Tahoe 8.00%</p> <p><b>FRESNO CO. 8.225%</b> City of Huron 9.225% City of Reedley 8.725% City of Sanger 8.975% City of Selma 8.725%</p> <p>→ <b>GLENN CO. 7.50%</b></p> <p><b>HUMBOLDT CO. 8.00%</b> City of Arcata 8.75% City of Eureka 8.75% City of Rio Dell 9.00% City of Trinidad 8.75%</p> <p><b>IMPERIAL CO. 8.00%</b> City of Calexico 8.50%</p> <p><b>INYO CO. 8.00%</b></p> <p><b>KERN CO. 7.50%</b> City of Arvin 8.50% City of Delano 8.50% City of Ridgecrest 8.25%</p> <p>→ <b>KINGS CO. 7.50%</b> City of Clearlake 8.00% City of Lakeport 8.00%</p>	<p>→ <b>LASSEN CO. 7.50%</b></p> <p><b>LOS ANGELES CO. 9.00%</b> City of Avalon 9.50% City of Commerce 9.50% City of Culver City 9.50% City of El Monte 9.50% City of Inglewood 9.50% City of La Mirada 10.00% City of Pico Rivera 10.00% City of San Fernando 9.50% City of Santa Monica 9.50% City of South El Monte 9.50% City of South Gate 10.00%</p> <p><b>MADERA CO. 8.00%</b></p> <p><b>MARIN CO. 8.50%</b> Town of Corte Madera 9.00% Town of Fairfax 9.00% City of Larkspur 9.00% City of Novato 9.00% Town of San Anselmo 9.00% City of San Rafael 9.25% City of Sausalito 9.00%</p> <p><b>MARIPOSA CO. 8.00%</b></p> <p><b>MENDOCINO CO. 7.625%</b> City of Fort Bragg 8.625% City of Point Arena 8.125% City of Ukiah 8.125% City of Willits 8.125%</p> <p><b>MERCED CO. 7.50%</b> City of Atwater 8.00% City of Gustine 8.00% City of Los Banos 8.00% City of Merced 8.00%</p> <p>→ <b>MODOC CO. 7.50%</b></p> <p><b>MONO CO. 7.50%</b> Town of Mammoth Lakes 8.00%</p> <p><b>MONTEREY CO. 7.625%</b> City of Carmel-by-the-Sea 8.625% City of Del Rey Oaks 9.125% City of Gonzales 8.125% City of Greenfield 8.625% City of King City 8.125% City of Marina 8.625% City of Monterey 8.625% City of Pacific Grove 8.625% City of Salinas 9.125% City of Sand City 8.625% City of Seaside 8.625% City of Soledad 8.625%</p>	<p><b>NAPA CO. 8.00%</b></p> <p><b>NEVADA CO. 7.625%</b> City of Grass Valley 8.125% City of Nevada City 8.50% Town of Truckee 8.375%</p> <p><b>ORANGE CO. 8.00%</b> City of La Habra 8.50% City of Stanton 9.00%</p> <p>→ <b>PLACER CO. 7.50%</b></p> <p>→ <b>PLUMAS CO. 7.50%</b></p> <p><b>RIVERSIDE CO. 8.00%</b> City of Cathedral City 8.00% City of Coachella 9.00% City of Palm Springs 9.00%</p> <p><b>SACRAMENTO CO. 8.00%</b> City of Galt 8.50% City of Rancho Cordova 8.50% City of Sacramento 8.50%</p> <p><b>SAN BENITO CO. 7.50%</b> City of Hollister 8.50% City of San Juan Bautista 8.25%</p> <p><b>SAN BERNARDINO CO. 8.00%</b> City of Montclair 8.25% City of San Bernardino 8.25%</p> <p><b>SAN DIEGO CO. 8.00%</b> City of El Cajon 8.50% City of La Mesa 8.75% City of National City 9.00% City of Vista 8.50%</p> <p><b>SAN FRANCISCO CO. 8.75%</b></p> <p><b>SAN JOAQUIN CO. 8.00%</b> City of Lathrop 9.00% City of Manteca 8.50% City of Stockton 9.00% City of Tracy 8.50%</p> <p><b>SAN LUIS OBISPO CO. 7.50%</b> City of Arroyo Grande 8.00% City of Atascadero 8.00% City of Grover Beach 8.00% City of Morro Bay 8.00% City of Paso Robles 8.00% City of Pismo Beach 8.00% City of San Luis Obispo 8.00%</p> <p><b>SAN MATEO CO. 9.00%</b> City of Half Moon Bay 9.50% City of San Mateo 9.25%</p> <p><b>SANTA BARBARA CO. 8.00%</b> City of Guadalupe 8.25% City of Santa Maria 8.25%</p>	<p><b>SANTA CLARA CO. 8.75%</b> City of Campbell 9.00%</p> <p><b>SANTA CRUZ CO. 8.25%</b> City of Capitola 8.75% City of Santa Cruz 8.75% City of Scotts Valley 8.75% City of Watsonville 9.00%</p> <p><b>SHASTA CO. 7.50%</b> City of Anderson 8.00%</p> <p>→ <b>SIERRA CO. 7.50%</b></p> <p><b>SISKIYOU CO. 7.50%</b> City of Mount Shasta 7.75% City of Weed 7.75%</p> <p><b>SOLANO CO. 7.625%</b> City of Benicia 8.625% City of Fairfield 8.625% City of Rio Vista 8.375% City of Vacaville 8.375% City of Vallejo 8.625%</p> <p><b>SONOMA CO. 8.25%</b> City of Cotati 9.25% City of Healdsburg 8.75% City of Rohnert Park 8.75% City of Santa Rosa 8.75% City of Sebastopol 9.00% City of Sonoma 8.75%</p> <p><b>STANISLAUS CO. 7.625%</b> City of Ceres 8.125% City of Oakdale 8.125%</p> <p>→ <b>SUTTER CO. 7.50%</b></p> <p><b>TEHAMA CO. 7.50%</b> City of Red Bluff 7.75%</p> <p>→ <b>TRINITY CO. 7.50%</b></p> <p><b>TULARE CO. 8.00%</b> City of Dinuba 8.75% City of Farmersville 8.50% City of Porterville 8.50% City of Tulare 8.50% City of Visalia 8.25%</p> <p><b>TUOLUMNE CO. 7.50%</b> City of Sonora 8.00%</p> <p><b>VENTURA CO. 7.50%</b> City of Oxnard 8.00% City of Port Hueneme 8.00%</p> <p><b>YOLO CO. 7.50%</b> City of Davis 8.50% City of West Sacramento 8.00%</p> <p><b>YUBA CO. 7.50%</b> City of Wheatland 8.00%</p>
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\*For more details, refer to [www.boe.ca.gov/sutax/ipam71.htm](http://www.boe.ca.gov/sutax/ipam71.htm).

Please note: Some communities located within a county or a city may not be listed. If you are in doubt about the correct rate or if you cannot find a community, please call our toll-free number at 1-800-400-7115 (TTY:711), or call the local California State Board of Equalization office nearest you for assistance.

# BREAKDOWN

County	Tax Rate
Alameda	9.5%
Los Angeles	9.0%
San Mateo	9.0%
Alpine, Butte, Calaveras, Colusa, El Dorado, Glenn, Kern, Kings, Lakes, Lassen, Merced, Modoc, Mono, Placer, Plumas, San Benito, San Luis Obispo, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Tuolumne, Ventura, Yolo, Yuba	7.5%

## REVENUE SHARING

- Tax would be imposed by the County and shared as agreed in the MOU and promised to the voters in the tax measure itself.
- A  $\frac{1}{4}$  percent district transactions and use tax would generate approximately \$4 million per year.



# BREAKDOWN

Entity	Population	Revenue	Percentage
Hanford	55,065	\$1,429,127	36.64%
Kings County	44,359	\$1,151,269	29.52%
Lemoore	25,186	\$653,664	16.76%
Corcoran	15,712	\$407,781	10.46%
Avenal	9,947	\$258,159	6.62%

# PROPOSED LEMOORE USES

- Public Safety expenditures may include, but are not limited to:
  1. Increasing the number of police and firefighters;
  2. Expanding neighborhood crime prevention efforts;
  3. Purchasing additional police and/or fire equipment;
  4. Rehabilitating existing police facilities;
  5. Rehabilitating existing fire facilities;
  6. Building new police facilities;
  7. Building new fire facilities;
  8. Training of safety personnel;
  9. Expanding and/or improving anti-gang, anti-drug and anti-bullying programs.

# STAFF PROPOSAL

- 3 sworn police officers
- 10 volunteer firefighters

# ACCOUNTABILITY MEASURES

- State Law requires:
  - The ordinance adopting the measure must include a statement indicating the specific purpose of the special tax;
  - The proceeds of the tax may be used only as specified in the tax measure;
  - A special account must be created into which the proceeds of the tax shall be deposited; and
  - An annual report must be prepared.

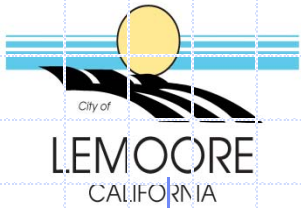
# ACCOUNTABILITY MEASURES

- Annual report must be generated and include:
  - The amount of funds collected and expended.
  - The status of any project required or authorized to be funded pursuant to the tax measure.

## NEXT STEPS

- Council direction
- MOU on February 2, 2016

# Questions?



# City of Lemoore

## 2016-2024 Housing Element Update

City Council  
January 19, 2016





# *Housing Element Overview*

- 2016 update required by state law
- An element of the General Plan
- Joint effort of Kings County & 4 cities
- Kings County Association of Governments (KCAG) hired a consultant to prepare the Housing Element
- Review by HCD – “Certification”



# *Housing Element Requirements*

- Maintain & improve existing housing
- Plan for growth needs for all income levels
- Remove constraints on housing of all types



## *Key Issues*

- Regional Housing Needs Assessment (RHNA)
- Constraints on housing of all types and persons with special needs
  - Seniors
  - Farmworker Housing
  - Group Homes



# *Regional Housing Needs Assessment*

- Each jurisdiction must accommodate its fair share of the county's housing need for all income categories, including lower-income levels
- Accomplished through zoning
- RHNA is not a construction quota



# ***RHNA Income Categories***

## ***Kings County 2015***

<i><b>Median Income = \$57,900</b></i>	<i><b>Income Limits</b></i>	<i><b>Affordable Rent</b></i>	<i><b>Affordable Price (est.)</b></i>
<i><b>Extremely Low (&lt;30%)</b></i>	<i><b>\$17,350</b></i>	<i><b>\$434</b></i>	<i><b>\$65,000</b></i>
<i><b>Very Low (31-50%)</b></i>	<i><b>\$28,950</b></i>	<i><b>\$724</b></i>	<i><b>\$110,000</b></i>
<i><b>Low (51-80%)</b></i>	<i><b>\$46,300</b></i>	<i><b>\$1,158</b></i>	<i><b>\$180,000</b></i>
<i><b>Moderate (81-120%)</b></i>	<i><b>\$69,500</b></i>	<i><b>\$1,738</b></i>	<i><b>\$270,000</b></i>
<i><b>Above Mod (&gt;120%)</b></i>	<i><b>\$69,500+</b></i>	<i><b>\$1,738+</b></i>	<i><b>\$270,000+</b></i>



# ***RHNA Allocations 2016-2024***

Jurisdiction	RHNA
Avenal	639
Corcoran	946
Hanford	4,832
Lemoore	2,985
County unincorporated	818
KCAG Total	10,220



# ***RHNA vs. Sites 2016-2024***

<b>City of Lemoore</b>	<b>Very Low</b>	<b>Low</b>	<b>Mod</b>	<b>Above Mod</b>	<b>Total</b>
<b>RHNA</b>	<b>677</b>	<b>507</b>	<b>534</b>	<b>1,267</b>	<b>2,985</b>
<b>Units built 2014-15</b>	<b>13</b>	<b>14</b>	<b>185</b>	<b>--</b>	<b>212</b>
<b>Net Remaining RHNA</b>	<b>1,157</b>		<b>350</b>	<b>1,267</b>	<b>2,773</b>
<b>Potential development</b>	<b>1,523</b>		<b>1,181</b>	<b>1,121</b>	<b>3,825</b>
<b>Adequate Sites?</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>

*Sources: Kings County Association of Governments; City of Avenal*



## ***Next Steps***

- **Planning Commission recommended approval on December 14, 2015**
- **City Council public hearing & adoption**
- **HCD review & certification**



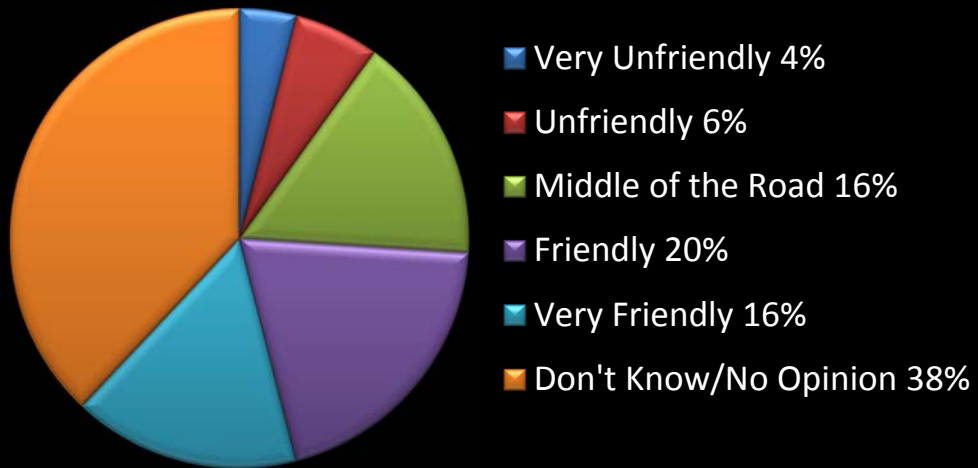


# City of Lemoore

## 2016-2024 Housing Element Update

City Council  
January 19, 2016

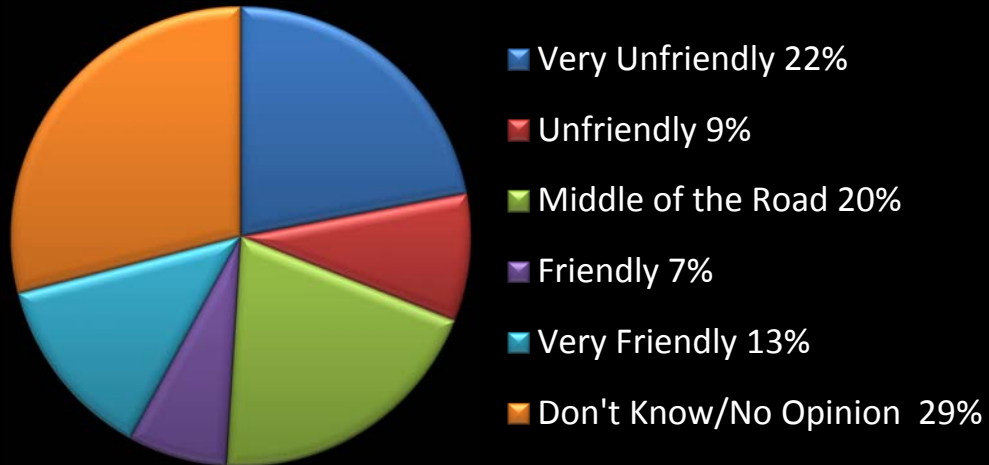
### **Business Friendly Rating from Chamber Members 2015 Survey- City Council**



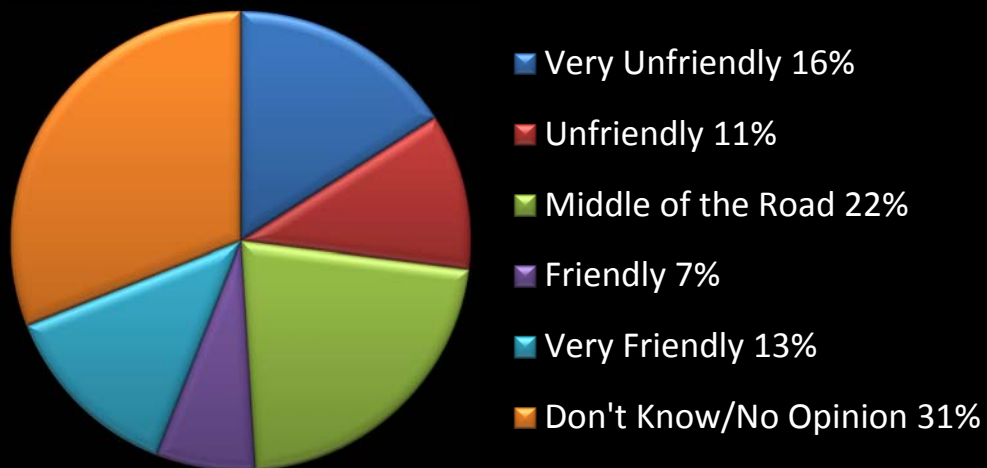
### **Business Friendly Rating from Chamber Members 2015 Survey- Board of Sup.**

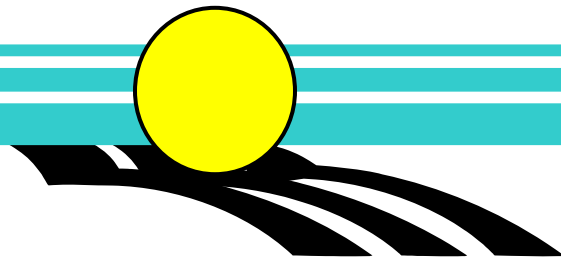


## Business Friendly Rating from Chamber Members 2015 Survey- State Legislature



## Business Friendly Rating from Chamber Members 2015 Survey- US Congress





**LEMOORE**  
CALIFORNIA

JOINT LEMOORE CITY COUNCIL /  
★ LEMOORE REDEVELOPMENT  
SUCCESSOR AGENCY  
COUNCIL CHAMBER  
429 C STREET  
January 19, 2016

## AGENDA

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

### 5:30 pm STUDY SESSION

### PUBLIC COMMENT

This time is reserved for members of the audience to address the City Council/Agency Board on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Council/Agency Board. It is recommended that speakers limit their comments to between 3 to 5 minutes each and it is requested that no comments be made during this period on items on the Agenda. Members of the public wishing to address the Council/Agency Board on items on the Agenda should notify the Mayor/Chairman when that Agenda item is called. The Council/Agency Board is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the Council/Agency Board does not respond to public comment at this time. Speakers are asked to please use the microphone, and provide their name and address. Prior to addressing the Council/Agency Board, any handouts to be provided to City Clerk/Board Clerk who will distribute to Council/Agency Board and appropriate staff.

**SS-1 Sales & Use Tax Update (Welsh/Herrera)**

**SS-2 Kings County Sales Tax Initiative for Public Safety (Welsh/Smith)**

### CLOSED SESSION

This time 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). Based on the advice of the City Attorney, discussion in open session concerning these matters would prejudice the position of the City in this litigation. The Mayor will give an additional oral report regarding the Closed Session at the beginning of the next regular City Council meeting.

1. **Conference with Legal Counsel – Anticipated Litigation**  
**Government code Section 54956.9**  
**Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of**  
**Subdivision (d) of Section 54956.9**  
**Two Cases**
2. **Conference with Real Property Negotiators, Government Code 54956.9**  
**Property: 40 Acres in Industrial Park**  
**City Negotiators: City Manager and City Attorney**  
**Negotiating Party: William J. Stone**  
**Under Negotiation: Price and Terms of Payment**
3. **Government Code Section 54956.95**  
**Liability Claims**  
**Claimant: Henry Rocha**  
**Agency Claimed Against: City of Lemoore**

4. Conference with Legal Counsel – Existing Litigation  
Government Code 54956.9(d)(1)  
Case No. 16-C0003  
Kings Community Development Company v. City of Lemoore
5. Conference with Legal Counsel, Anticipated Litigation  
Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Section 54956.9 (Deciding Whether to Initiate Litigation): One Case

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

### **7:30 pm REGULAR SESSION**

- a. **CALL TO ORDER**
- b. **PLEDGE OF ALLEGIANCE**
- c. **INVOCATION**
- d. **CLOSED SESSION REPORT(S)**
- e. **AGENDA APPROVAL, ADDITIONS, AND/OR DELETIONS**

### **PUBLIC COMMENT**

This time is reserved for members of the audience to address the City Council/Agency Board on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Council/Agency Board. It is recommended that speakers limit their comments to between 3 to 5 minutes each and it is requested that no comments be made during this period on items on the Agenda. Members of the public wishing to address the Council/Agency Board on items on the Agenda should notify the Mayor/Chairman when that Agenda item is called. The Council/Agency Board is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the Council/Agency Board does not respond to public comment at this time. Speakers are asked to please use the microphone, and provide their name. Prior to addressing the Council/Agency Board, any handouts to be provided to City Clerk/Board Clerk who will distribute to Council/Agency Board and appropriate staff.

### **DEPARTMENT AND CITY MANAGER REPORTS – Section 1**

#### **1-1 Department & City Manager Reports**

*Items denoted with a ★ are Redevelopment Successor Agency items and will be acted upon by the Redevelopment Successor Agency Board. Agendas for all City Council/Redevelopment Successor Agency meetings are posted at least 72 hours prior to the meeting at the City Hall, 119 Fox St., Written communications from the public for the agenda must be received by Administrative Services 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. If you need special assistance, please call (559) 924-6705, at least 4 days prior to the meeting.*

*All items listed under Consent Calendar are considered to be routine and will be enacted by one motion. For discussion of any Consent Item, it will be made a part of the Regular Agenda at the request of any member of the City Council or any person in the audience.*

## **CONSENT CALENDAR – Section 2**

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 requests individual consideration. A Council member's vote in favor of the Consent Calendar is considered and recorded as a separate affirmative vote in favor of each action listed. Motions in favor of adoption of the Consent Calendar are deemed to include a motion to waive a reading of any ordinance or resolution on the Consent Calendar.

- 2-1 Approval – Minutes – Regular Meeting – January 5, 2015
- 2-2 Approval – City Council Meeting Cancellations
- 2-3 Approval – 2<sup>nd</sup> Reading – Amending in its Entirety Chapter 8 of Title 4 and Amending Table 9-4B-2 of Section 2 of Article B of Chapter 4 of Title 9 and Subsections C, D, M, P, Q of Section 5 of Article A of Chapter 4 of Title 9 of the Lemoore Municipal Code Relating to Medical Marijuana – Ordinance 2016-01
- 2-4 Approval – 2<sup>nd</sup> Reading – Amending Section 5 of Chapter 2 of Title 3 of the Lemoore Municipal Code Pertaining to the Downtown Merchant's Advisory Committee – Ordinance 2016-02
- 2-5 Approval – Budget Adjustment – Lemoore Police Department Mobile Data Terminals (MDT's) and Biometric Fingerprint Readers
- 2-6 Approval – PACE Funding Group – Resolution 2016-02
- 2-7 Approval – Lease Agreement for Crossfit
- 2-8 Approval – Appoint a Designee to the Lemoore Canal & Irrigation Company
- 2-9 Approval – Budget Adjustment – Training for Wastewater and Water Certifications
- 2-10 Approval – Cal Rural Water / Specialized Utility Services Program Contract Extension
- 2-11 Approval – Water Rate Study Contract Approval with Interstate Gas Services, Inc. Consultants and Budget Adjustment for Fiscal Year 2014/15 Budget
- 2-12 Approval – San Joaquin Valley Water Infrastructure Authority Appointment
- 2-13 Approval – Temporary Staffing in the Finance Department
- ★ 2-14 Approval – Resolution 2016-02 – Intention Regarding the Refinancing of the 2011 Tax Allocation Bonds and the Appointment of the Financing Team
- ★ 2-15 Approval – Amendment No. 1 to Agreement for Purchase and Sale of Real Property to Tom Vorhees – Extension of Project Timeline

## **CEREMONIAL / PRESENTATIONS – Section 3**

No Ceremonial / Presentations

## **PUBLIC HEARINGS – Section 4**

- 4-1 1<sup>st</sup> Reading – General Plan Amendment – Housing Element – Resolution 2016-03 (Holwell)

## **NEW BUSINESS – Section 5**

- 5-1 Informational Only – Lemoore Chamber of Commerce Business Survey Results (Welsh)

## CITY COUNCIL REPORTS AND REQUESTS – Section 6

### 6-1 City Council Reports / Requests

#### ADJOURNMENT

*NOTICE: Pursuant to Government Code §54954.3(a), public comments may be directed to the legislative body concerning any item contained on the agenda for this meeting before or during consideration of the item. Those wishing to address Council on an item shall be limited to between 3-5 minutes and if a large group, the Mayor may request that individuals provide only new information not presented by another person.*

*Any writing or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the City Clerk's Counter at City Hall located at 119 Fox Street, Lemoore, CA during normal business hours. In addition, most documents will be posted on the City's website at [www.lemoore.com](http://www.lemoore.com).*

#### Tentative Future Agenda Items

##### February 2<sup>nd</sup>

SS – 5 year CIP Budget (TBD)  
SS – Lemoore PD Annual Report (Smith)  
SS – TTHM Study Results (Olson)  
CC – City's Financial Policies (TBD)  
CC – Acceptance of Bid for 19<sup>th</sup> Avenue Playground Design/Install (Greenlee)  
CC – Contract for Logmein (Venegas)  
CC – Records Retention Update – Resolution 2016-XX (Venegas)  
CC – Amending LMC Pertaining to the Planning Commission – Ordinance 2016-XX (Venegas)  
CC – Amending LMC Pertaining to the Parks and Recreation Commission – Ordinance 2016-XX (Venegas)  
CC – Budget Adjustment – CM Office Staffing (Welsh)  
CC – Appointment of Fire Marshall (Venegas)  
CC – SA ROPS for July 1, 2016 to June 30, 2017 (Herrera)  
NB – 1<sup>st</sup> Reading – Amending Procurement Section of LMC – Ordinance 2016-XX (Herrera)  
NB – 2011 Bond Refunding (Herrera)

##### February 16<sup>th</sup>

SS – Tax Assessor, Basics of Property Tax Collection (Welsh)  
PH – 5 year CIP Budget (Welsh/Silva)  
NB – Mid-Year Budget Review – Resolution 2016-XX (Herrera)

##### March 15<sup>th</sup>

CC – Delinquent Utility Billing Penalties (TBD)  
CC – DMA Term Appointments (Welsh)

##### Date to be Determined

CC – Property Acquisition (Smith)

#### PUBLIC NOTIFICATION

I, Mary J. Venegas, City Clerk for the City of Lemoore, declare under penalty of perjury that I posted the above City Council / Redevelopment Successor Agency Agenda for the meeting of January 19, 2016 at City Hall, 119 Fox Street, Lemoore, CA on January 15, 2016.

//s//

Mary J. Venegas  
City Clerk

**Mayor**  
Lois Wynne  
**Mayor Pro Tem**  
Jeff Chedester  
**Council Members**  
Ray Madrigal  
Eddie Neal  
William Siegel



**Office of the  
City Manager**

119 Fox Street  
Lemoore, CA 93245  
Phone (559) 924-6700  
Fax (559) 924-9003

## Staff Report

ITEM NO. SS-1

**To:** Lemoore City Council  
**From:** Andi Welsh, City Manager  
**Date:** January 11, 2016  
**Subject:** Sales & Use Tax Update

**Meeting Date:** January 19, 2016

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**Proposed Motion:**

Information only.

**Subject/Discussion:**

HDL monitors the City's sales and use tax receipts to identify and correct allocation errors that in turn, enhances the City's revenue, while simultaneously providing quarterly sales tax reports and analysis to staff.

This agenda item provides an opportunity for the City Council to receive an update on the current economy within Lemoore and statewide, as well as provide general information on Lemoore's financial picture.

HDL's overview and information will begin to set the framework as staff works to develop the Fiscal Year 2017 budget process.

**Financial Consideration(s):**

None noted.

**Alternatives or Pros/Cons:**

**Pros:**

- Provides an update and framework for the Council.

**Cons:**

- None noted.

**Commission/Board Recommendation:**

Not Applicable.

**Staff Recommendation:**

HDL's presentation will provide City Council with background information and details regarding sales and use tax revenue.



**Attachments:**

- ☐ Resolution
- ☐ Ordinance
- ☐ Map
- ☐ Other \_\_\_\_\_

**Review:**

- ☒ Finance
- ☒ City Attorney
- ☒ City Manager
- ☒ City Clerk

**Date:**

1/13/16  
1/12/16  
1/11/16  
1/14/16

**Mayor**  
Lois Wynne  
**Mayor Pro Tem**  
Jeff Chedester  
**Council Members**  
Ray Madrigal  
Eddie Neal  
William Siegel



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## Staff Report

ITEM NO. SS-2

**To: Lemoore City Council**

**From: Andi Welsh, City Manager**

**Date: January 11, 2016**

**Meeting Date: January 19, 2016**

**Subject: Kings County Sales Tax Initiative for Public Safety**

**Proposed Motion:**

Information only.

**Subject/Discussion:**

At the November 2015 regional City/County coordinating meeting, Kings County presented attendees with a proposal to discuss a countywide public safety ballot initiative, whereby funds would be distributed to all four cities (Lemoore, Hanford, Avenal and Corcoran) as well as the County of Kings. Among the elected officials present, there was a general consensus that the police and fire chiefs, along with the city managers, should discuss and prepare a proposal for consideration by each elected bodies of each agency. The impetus for the ballot initiative is the sunset of statewide proposition 30, which is a ¼ cent sales tax, currently scheduled to sunset on December 31, 2016.

Lemoore's Police and Fire Chiefs, along with the City Manager, attended the meeting at which the following concept between the entities was discussed.

Revenue sharing would be calculated based on population, with the prison populations being absorbed by the County (as opposed to Avenal and Corcoran population). Using the current 4 million dollar figure that is currently collected for Proposition 30, the revenue would be distributed as follows:

Entity	Population	Revenue	Percentage
Hanford	55,065	\$1,429,127	36.64
Kings County	44,359	\$1,151,269	29.52
Lemoore	25,186	\$ 653,664	16.76
Corcoran	15,712	\$ 407,781	10.46
Avenal	9,947	\$ 258,159	6.62

The concept included a discussion that the tax would be used for public safety. At this time, the discussion among Lemoore staff is to use the funds to add 3 (three) sworn police officers and 10 (ten) fire volunteers. Remaining revenue would be used for capital projects, equipment, training, etc. as needed to operate the public safety departments within the City.

There is no indication that Proposition 30 will be extended. The latest discussion at the staff level was that the ¼ cent sales tax would proceed to the ballot, even if the Proposition 30 sales tax does not sunset.

The proposal includes obtaining a Memorandum of Understanding (MOU) between all of the cities and County regarding this matter. If Council wishes to move forward with this matter, this MOU would be brought back to the Council on February 2, 2016 for approval. Once all of the cities take action, the County Board of Supervisors would need to take action to place the item on a June 2016 special election ballot.

**Financial Consideration(s):**

Would generate approximately \$650,000 in new public safety revenue for the City.

**Alternatives or Pros/Cons:**

**Pros:**

- Under the proposed formula, as population grows throughout the County, sales tax revenue increases, which benefits all of the agencies.
- Would provide a dedicated funding source for public safety and free up funds from the general fund for other City purposes.

**Cons:**

- Sales tax initiative may not be palatable to the community if Proposition 30 does not sunset.

**Commission/Board Recommendation:**

Not Applicable.

**Staff Recommendation:**

Staff is looking for direction from the City Council regarding the proposed sales tax initiative.

**Attachments:**

- ☐ Resolution
- ☐ Ordinance
- ☐ Map
- ☐ Other \_\_\_\_\_

**Review:**

- ☒ Finance
- ☒ City Attorney
- ☒ City Manager
- ☒ City Clerk

**Date:**

1/13/16

1/11/16

1/14/16

**January 5, 2016 Minutes  
Study Session  
Joint City Council /  
★ Lemoore Redevelopment Successor Agency Meeting**

**CALL TO ORDER:**

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

**ROLL CALL:** Mayor/Chair: WYNNE  
Mayor Pro Tem/Vice Chair: CHEDESTER  
Council/Board Members: MADRIGAL, NEAL, SIEGEL

**City Staff and contract employees present:** City Manager Welsh; City Attorney Van Bindsbergen; Police Chief Smith; Public Works Director Olson; Interim Finance Director Herrera; Quad Knopf Planner Brandt; City Clerk Venegas.

**PUBLIC COMMENT**

*No Public Comment*

**STUDY SESSION – Section SS**

**SS-1 Refunding of the 2011 Tax Allocation Bonds**

*Interim Finance Director Herrera briefly explained the history of the 2011 Tax Allocation Bonds.*

*Josh Cooperman, Financial Advisor, on the Bond Refinancing Team also briefly discussed the history of the 2011 Tax Allocation Bonds as well as the anticipated refunding process and calendar.*

*Todd Smith, with Hilltop Securities spoke of general aspects of the scenario.*

*Cameron Weist, Esq. also spoke.*

**SS-2 Mandatory Commercial Organics Recycling Law**

*Public Works Director Olson explained the requirements of AB1826, also known as the Mandatory Commercial Organics Recycling Law, the implementation timeframe, as well as the impacts to the City.*

**CLOSED SESSION PUBLIC COMMENT**

*There was no public comment.*

*At 6:23 p.m. Council adjourned to Closed Session.*

**CLOSED SESSION**

1. **Government Code Section 54956.8**  
**Conference with Real Property Negotiators**  
**Property: 620 N. 19<sup>th</sup> Avenue, Lemoore, CA**  
**Agency Negotiator: Andrea Welsh, City Manager**  
**Negotiating Parties: Janie Duvall and Sarah Hill**  
**Under Negotiation: Price and Terms**
2. **Conference with Legal Counsel, Anticipated Litigation,**  
**Significant Exposure to Litigation Pursuant to Government Code Section 54956.9**  
**(d) (2) or (3)**  
**One Case**

**ADJOURNMENT**

*At 6:41 p.m. Council adjourned.*

**January 5, 2016 Minutes**  
**Meeting**  
**Lemoore Housing Authority Meeting**

**CALL TO ORDER:**

*At 7:15 p.m. the meeting was called to order.*

**ROLL CALL:** Chair: WYNNE  
Vice Chair: CHEDESTER  
Board Members: MADRIGAL, NEAL, SIEGEL

**7:15 pm LEMOORE HOUSING AUTHORITY**

**HA-1 Potential Sale of Property located on the northwest corner of Heinlen and D Streets, APN: 020-054-025 (Antler Hotel)**

*Connie Wlaschin spoke.*

*Motion by Board Member Chedester, seconded by Board Member Neal, to approve the potential sale of property located on the northwest corner of Heinlen and D Streets, APN: 020-054-025 (Antler Hotel).*

*Ayes: Chedester, Neal, Madrigal, Siegel, Wynne*

**ADJOURNMENT**

*At 7:17 p.m. the meeting adjourned.*

**January 5, 2016 Minutes**  
**Regular & Special Meeting**  
**Joint City Council /**  
**★ Redevelopment Successor Agency /**

**CALL TO ORDER:**

*At 7:30 p.m. the meeting was called to order.*

**ROLL CALL:** Mayor/Chair: WYNNE  
Mayor Pro Tem/Vice Chair: CHEDESTER  
Council/Board Members: MADRIGAL, NEAL, SIEGEL

**City Staff and contract employees present:** City Manager Welsh; City Attorney Van Bindsbergen; Police Chief Smith; Public Works Director Olson; interim Finance Director Herrera; Quad Knopf Engineer Joyner; Quad Knopf Planner Brandt; City Clerk Venegas.

Boy Scouts Troop 480 led the Pledge of Allegiance.

**ANNOUNCEMENT FROM CLOSED SESSION**

*There was no announcement.*

**REMOVE AGENDA ITEM**

**★ 5-1 Report and Recommendation – Refunding of the Tax Allocation Bonds – Successor Agency Resolution 2016-01.**

*Motion by Council Member Madrigal, seconded by Council Member Siegel, to remove Item 5-1 from the agenda.*

*Ayes: Madrigal, Siegel, Neal, Chedester, Wynne*

**PUBLIC COMMENT**

*Jenny MacMurdo, on behalf of the Lemoore Board of Directors, invited all to the 58<sup>th</sup> Annual Installation and Awards Banquet on Friday, January 22<sup>nd</sup> at Tachi Palace. They will be honoring the Citizen, Business and Organization of the Year. They will also be installing their new 2016 Board of Directors.*

*Connie Wlaschin requested information on Joe Simonson. It was stated this is a personnel issue and there would be no comment.*

**DEPARTMENT AND CITY MANAGER REPORTS – Section 1**

**1-1 Department & City Manager Reports**

*Public Works Director Olson updated Council on the state water mandates.*

*Police Chief Smith thanked Council for support for the Reason for the Season and Presents on Patrol. He also thanked Soledad Perez for all of her efforts. Without her, the event would not happen.*

*City Manager Welsh introduced Interim Finance Director Herrera as Cheryl Silva has retired. She also stated the CIP budget would be presented to all commissions/boards next week and then to Council on February 2<sup>nd</sup>.*

**Items denoted with a ★ are Redevelopment Successor Agency items and will be acted upon by the Redevelopment Successor Agency Board. Agendas for all City Council/Redevelopment Successor Agency meetings are posted at least 72 hours prior to the meeting at the City Hall, 119 Fox St., Written communications from the public for the agenda must be received by Administrative Services 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. If you need special assistance, please call (559) 924-6705, at least 4 days prior to the meeting.**

**All items listed under Consent Calendar are considered to be routine and will be enacted by one motion. For discussion of any Consent Item, it will be made a part of the Regular Agenda at the request of any member of the City Council or any person in the audience.**

## **CONSENT CALENDAR – Section 2**

- 2-1 Approval – Minutes – Regular Meeting – December 1, 2015**
- 2-2 Approval – Denial of Claim for Henry Rocha**
- 2-3 Approval – Budget Amendment – Well Number 11 Valves Purchase**
- 2-4 Approval – Zoning Text Amendment – 2<sup>nd</sup> Reading – Ordinance 2015-08 of the City Council of the City of Lemoore Amending Section 5 of Article a of chapter 4 of title 9; Section 2 of Article b of Chapter 4 of Title 9; Section 4 of Article a of Chapter 5 of Title 9; Section 5 of Article b of Chapter 5 of Title 9; Section 5 of Article e of Chapter 5 of Title 9; Section 5 of Article e of Chapter 5 of Title 9; Section 1 of Article f of Chapter 5 of Title 9; Section 2 of Article f of Chapter 5 of Title 9; Section 4 of Article f of Chapter 5 of Title 9; Section 5 of Article f of Chapter 5 of Title 9; Section 7 of Article f of Chapter 5 of Title 9; Section 3 of Article g of Chapter 5 of Title 9; and Section 6 of Chapter 7 of Title 9; of the Lemoore Municipal Code relating to Zoning**
- 2-5 Approval – Budget Amendment – Purchase of Recycling Containers**
- 2-6 Approval – Budget Amendment – Maintenance and Clean-up of Fox Drainage Canal West of West Hills College**
- 2-7 Approval – Contract with ERISA Compliance Services, Inc. for Affordable Care Act Reporting**
- 2-8 Approval – Resolution 2016-01 – Declaring a Public Nuisance at 773 Basil Court, 613 Follett, 343 Juniper Street and Setting a Public Hearing**
- 2-9 Approval – Purchase of 2015 Ferrara Rescue Pumper Fire Truck**

*Council Members Siegel requested Item 2-2 be pulled from the Consent Calendar for separate consideration.*

*Mayor Wynne requested Item 2-7 be pulled from the Consent Calendar for separate consideration.*

*Motion by Council Member Siegel, seconded by Council Member Chedester, to approve the Consent Calendar as presented, excluding Items 2-2 and 2-7.*

*Ayes: Siegel, Chedester, Madrigal, Neal, Wynne*

## **2-2 Approval – Denial of Claim for Henry Rocha**

*Motion by Council Member Neal, seconded by Council Member Chedester, to table Item 2-2.*

*Ayes: Neal, Chedester, Madrigal, Siegel, Wynne*

## **2-7 Approval – Contract with ERISA Compliance Services, Inc. for Affordable Care Act Reporting**

*Connie Wlaschin spoke.*

*Motion by Council Member Chedester, seconded by Council Member Madrigal, to approve Item 2-3.*

*Ayes: Chedester, Madrigal, Neal, Wynne*

*Noes: Siegel*

### **CEREMONIAL / PRESENTATIONS – Section 3**

#### **3-1 Recognition of Retirement of Rafael Diaz**

*Mayor Wynne recognized Rafael Diaz for his 40 years of service to the City.*

#### **3-2 Recognition of Retirement of Cheryl Silva**

*Mayor Wynne recognized Cheryl Silva for her 13 years of service to the City.*

***Adjourned at 7:53 p.m. for a short break.***

***Re-adjourned at 8:10 p.m.***

### **PUBLIC HEARINGS – Section 4**

#### **4-1 1<sup>st</sup> Reading – Amending in its Entirety Chapter 8 of Title 4 and Amending Table 9-4B-2 of Section 2 of Article B of Chapter 4 of Title 9 and Subsections C, D, M, P, Q of Section 5 of Article A of Chapter 4 of Title 9 of the Lemoore Municipal Code Relating to Medical Marijuana – Ordinance 2016-01**

*Public Hearing opened at 8:20 p.m.*

*Spoke: Connie Wlaschin  
Tom Reed*

*Public Hearing closed at 8:24 p.m.*

*Motion by Council Member Chedester, seconded by Council Member Neal, to approve the 1<sup>st</sup> reading of Ordinance 2016-01 imposing an express ban on marijuana cultivation, marijuana processing, marijuana delivery, and marijuana dispensaries in the City, and pass to a second reading.*

*Ayes: Chedester, Neal, Madrigal, Wynne*

*Noes: Siegel*



## NEW BUSINESS – Section 5

★ **5-1 Report and Recommendation – Refunding of the Tax Allocation Bonds – Successor Agency Resolution 2016-01.**

*Item removed from agenda.*

**5-2 Report and Recommendation – 1<sup>st</sup> Reading – Amending Section 5 of Chapter 2 of Title 3 of the Lemoore Municipal Code Pertaining to the Downtown Merchants Advisory Committee reference Terms – Ordinance 2016-02**

*Motion by Council Member Chedester, seconded by Council Member Madrigal, to adopt Ordinance 2016-02 modifying the term length of the Downtown Merchants Advisory Committee to two years with alternating term limits.*

*Ayes: Chedester, Madrigal, Neal, Siegel, Wynne*

**5-3 Report and Recommendation – Appointment of Commissioners to the Lemoore Parks and Recreation Commission**

*Mayor Wynne appointed Dennis Fuller and Ernie Smith to the Lemoore Parks and Recreation Commission with concurrence of Council Members Siegel and Chedester.*

## CITY COUNCIL REPORTS AND REQUESTS – Section 6

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

*Council Member Madrigal invited all to the Chamber of Commerce luncheon next Wednesday at the Tachi Palace. Speaker is from Operation Homefront. They are a worthy organization. They provide so much for our veterans. For additional information, visit [www.operationhomefront.net](http://www.operationhomefront.net).*

*Council Member Neal thanked the community of Lemoore for coming out tonight.*

*Council Member Siegel requested the status of Parks and Recreation Director Simonson. He also asked how did it come about, how did we hire someone and when will we know.*

## ADJOURNMENT

*At 8:43 p.m. the meeting adjourned.*

ATTEST:

APPROVED:

\_\_\_\_\_  
Mary J. Venegas  
City Clerk

\_\_\_\_\_  
Lois Wynne  
Mayor

**Mayor**  
Lois Wynne  
**Mayor Pro Tem**  
Jeff Chedester  
**Council Members**  
Ray Madrigal  
Eddie Neal  
William Siegel



**Office of the  
City Clerk**

119 Fox Street  
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## **Staff Report**

ITEM NO. 2-2

**To:** Lemoore City Council  
**From:** Janie Venegas, City Clerk  
**Date:** January 7, 2015  
**Subject:** City Council Meeting Cancellations

**Meeting Date:** January 19, 2016

**Proposed Motion:**

Approve City Council meeting cancellations for the last meeting in December, the first meeting in January, the last meeting in July and the first meeting in August during the calendar year.

**Subject/Discussion:**

The Lemoore City Council and Executive Staff attended a Council Retreat on September 18, 2015. It was discussed to cancel four meetings each year that fall during non-peak operational times and over the winter holidays. There was Council consensus to cancel the last meeting in December, the first meeting in January, the last meeting in July and the first meeting in August each year.

**Financial Consideration(s):**

No fiscal impact.

**Alternatives or Pros/Cons:**

**Pros:**

- Provides an opportunity for a break in the meeting schedule to allow for additional time to focus on other projects and priorities.
- City Council and staff have the opportunity to schedule personal time off during the traditional school summer break and winter holidays.
- Schedule may always be revised in the future to add meetings to the meeting calendar.

**Cons:**

- None noted.

**Commission/Board Recommendation:**

Not Applicable

**Staff Recommendation:**

Staff recommends the approval of the set cancellations for the four City Council meetings during the calendar year.

**Attachments:**

- ☐ Resolution
- ☐ Ordinance
- ☐ Map
- ☐ Other \_\_\_\_\_

**Review:**

- ☒ Finance
- ☒ City Attorney
- ☒ City Manager
- ☒ City Clerk

**Date:**

1/13/16  
1/12/16  
1/11/16  
1/14/16

**Mayor**  
Lois Wynne  
**Mayor Pro Tem**  
Jeff Chedester  
**Council Members**  
Ray Madrigal  
Eddie Neal  
William Siegel



**Police  
Department**

657 Fox Street  
Lemoore, CA 93245  
Phone (559) 924-9574  
Fax (559) 924-3116

## Staff Report

ITEM NO. 2-3

**To:** Lemoore City Council  
**From:** Darrell Smith, Chief of Police  
**Date:** December 1, 2015 **Meeting Date:** January 19, 2016  
**Subject:** 2<sup>nd</sup> Reading – Amending in its Entirety Chapter 8 of Title 4 and Amending Table 9-4B-2 of Section 2 of Article B of Chapter 4 of Title 9 and Subsections C, D, M, P, Q of Section 5 of Article A of Chapter 4 of Title 9 of the Lemoore Municipal Code Relating to Medical Marijuana – Ordinance 2016-01

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### **Proposed Motion:**

Adopt Ordinance No. 2016-01, An Ordinance of the City Council of the City of Lemoore, California, Imposing an Express Ban on Marijuana Cultivation, Marijuana Processing, Marijuana Delivery, and Marijuana Dispensaries in the City.

### **Subject/Discussion:**

On October 9, 2015, Governor Jerry Brown signed the "Medical Marijuana Regulation and Safety Act" ("Act") into law. The Act becomes effective January 1, 2016 and contains provisions that govern the cultivating, processing, transporting, testing, and distributing of medical marijuana to qualified patients throughout the state. The Act contains statutory provisions that allow local governments to enact ordinances prohibiting marijuana cultivation, processing, delivery, and dispensaries.

In 1996, the voters of the State of California approved Proposition 215 entitled "The Compassionate Use Act of 1996" or "CUA" to enable seriously ill Californians, under the care of a physician, to legally possess, use, and cultivate marijuana for medical use under state law. In 2003, the California Legislature adopted SB 420 entitled the Medical Marijuana Program ("MMP") which permits qualified patients and their primary caregivers to associate collectively or cooperatively to cultivate marijuana for medical purposes without being subject to criminal prosecution under the California Penal Code. Neither the CUA nor the MMP require or impose an affirmative duty or mandate upon a local government to allow, authorize, or sanction the establishment of facilities that cultivate or process medical marijuana within its jurisdiction. Under the Federal Controlled Substances Act, the use, possession, and cultivation of marijuana are unlawful and subject to federal prosecution without regard to a claimed medical need.

Several California cities have reported negative impacts to the public health, safety, and welfare resulting from marijuana cultivation, processing and distribution activities, including offensive odors, illegal sales and distribution of marijuana, trespassing, theft,

violent robberies and robbery attempts, fire hazards, and problems associated with mold, fungus, and pests.

AB 243 requires local agencies that regulate or desire to regulate the cultivation of marijuana to enact an ordinance expressly regulating this type of activity. Regulations governing the cultivation of marijuana are necessary to protect the health, safety and welfare of the City. During the past five years, more than 40 cities and 25 counties in California have adopted ordinances that regulate or ban the cultivation of medical marijuana within their jurisdictions.

The proposed ordinance expressly provides that cultivation of marijuana is prohibited in all zone districts in the City, and that no permit or license of any type shall be issued for marijuana cultivation within the City's jurisdictional limits.

AB 266 requires local agencies that ban or desire to ban marijuana delivery services or mobile marijuana dispensaries to enact an ordinance affirmatively prohibiting this type of activity. Marijuana delivery services, often referred to as mobile marijuana dispensaries, bring marijuana and marijuana products directly to residences, offices and certain unconventional locations. In many of these operations, businesses use runners to make the deliveries of marijuana. These so-called marijuana couriers advertise a wide variety of marijuana strains and other products, including edibles, in newspapers and on the Internet.

The proposed Ordinance expressly provides that marijuana delivery services are prohibited in the City, and that no permit or license of any type shall be issued for marijuana delivery services within the City's jurisdictional limits.

The Lemoore Municipal Code does not expressly address the cultivation, processing, delivery, and distribution of medical marijuana. To avoid having such federally prohibited activities permitted by the CUA, the proposed ordinance expressly prohibits the establishment and operation of marijuana cultivation, processing, delivery, and dispensary activities.

Currently, the City of Lemoore ordinance allows for personal use cultivation in residential areas subject to local building codes. Collective or cooperative cultivation is only allowed in Light Industrial zones. If the ordinance change is approved, personal cultivation would no longer be permitted.

City Council waived the first reading of this Ordinance on January 5, 2016.

**Financial Consideration(s):**

Adoption of this item is unlikely to add to local law enforcement or code enforcement costs, as the City today generally limits this activity in a similar manner to the proposed Ordinance.

**Alternatives or Pros/Cons:**

**Pros:**

- By the City taking action with a land use ordinance and/or regulation or prohibition of the cultivation of marijuana, either expressly or otherwise under the principles of permissive zoning, or the City chooses not to administer a conditional permit program, then commencing March 1, 2016, the State Department of Food and

Agriculture will be the sole licensing authority for medical marijuana cultivation applicants.

- If a city does not expressly prohibit the delivery of medical marijuana within its jurisdiction, delivery will be allowed (with a State dispensary license). This means that if Lemoore wishes to prohibit the delivery of medical marijuana within the City, the City must adopt an ordinance expressly prohibiting delivery services and mobile dispensaries.
- If the City does not adopt an express ban ordinance before the State begins issuing any State licenses, a State-licensed dispensary will be able to deliver medical marijuana within the City limits. Therefore, any ordinance must be in place before the State begins issuing State licenses. The State currently estimates that it will begin issuing dispensary licenses in January 2018, but that may happen sooner.

**Cons:**

- Failure to act will result in loss of local control.

**Commission/Board Recommendation:**

On November 9, 2015 staff presented highlights of the Medical Marijuana Regulation and Safety Act before the Planning Commission and expressed intent to present proposed zoning changes to the Zoning Ordinance as follows:

- Personal cultivation is prohibited in all zone districts in the City.
- All medical marijuana collective, cooperative, or dispensary is a prohibited use in all zone districts in the city.
- All medical marijuana delivery is prohibited in all zone districts in the City.

On December 14, 2015 staff proposed the above changes to the City's Zoning Ordinance and the Planning Commission approved the proposed changes with a recommendation to move forward to Council for final approval.

**Staff Recommendation:**

Adopt Ordinance No. 2016-01, an Ordinance of the City Council of the City of Lemoore, California, Imposing an Express Ban on Marijuana Cultivation, Marijuana Processing, Marijuana Delivery, and Marijuana Dispensaries in the City.

**Attachments:**

- ☐ Resolution
- ☒ Ordinance     2016-01
- ☐ Map
- ☐ Other \_\_\_\_\_

**Review:**

- ☐ Finance
- ☒ City Attorney     1/12/16
- ☒ City Manager     1/11/16
- ☒ City Clerk     1/14/16

**Date:**

**ORDINANCE NO. 2016-01**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEMOORE  
AMENDING IN ITS ENTIRETY CHAPTER 8 OF TITLE 4 AND AMENDING  
TABLE 9-4B-2 OF SECTION 2 OF ARTICLE B OF CHAPTER 4 OF TITLE 9  
AND SUBSECTIONS C, D, M, P, Q OF SECTION 5 OF ARTICLE A OF  
CHAPTER 4 OF TITLE 9 OF THE LEMOORE MUNICIPAL CODE  
RELATING TO MEDICAL MARIJUANA**

THE CITY COUNCIL OF THE CITY OF LEMOORE DOES ORDAIN AS FOLLOWS:

SECTION 1. FINDINGS.

1. The Compassionate Use Act (Proposition 215). In 1996, with the adoption of Proposition 215, the California voters approved the Compassionate Use Act (Health and Safety Code § 11362.5) to ensure that seriously ill Californians have the right to obtain and use marijuana for medical purposes where that medical use is deemed appropriate and has been recommended by a physician, without fear of criminal prosecution under limited, specified circumstances.
2. Supplemental Statutory Regulations (SB 420). In 2004, the State Legislature enacted SB 420 to clarify the scope of the Compassionate Use Act and provide additional statutory guidance regarding medical marijuana use. These statutes are codified at Health and Safety Code § 11362.7 et seq. and allow cities and counties to adopt supplemental rules and regulations.
3. Federal Law (The Controlled Substances Act). While State law allows the use of marijuana for medical purposes, marijuana is an illegal controlled substance under the Federal Controlled Substances Act. The United States Supreme Court has ruled that notwithstanding California law, the distribution of medical marijuana through a medical marijuana dispensary is unlawful (United States v. Oakland Cannabis Buyers' Cooperative (2001) 532 U.S. 483) as is the possession, use, and cultivation of marijuana for personal medical purposes Gonzales v. Raich (2005) \_\_\_ U.S. \_\_\_. Violations are subject to federal prosecution.
4. Health, Safety, and Welfare Concerns. The City of Lemoore has identified a number of health, safety, and welfare concerns associated with the cultivation, distribution, delivery and consumption of medical marijuana. Some documented problems with cultivation include offensive odors, trespassing, theft, and violent encounters between growers and persons attempting to steal plants. For indoor grows, there are problems with fire hazards and problems associated with mold, fungus, and pests. For distribution, there are documented problems with medical marijuana dispensaries such as increased crime in and about the dispensary, robberies of customers, negative impact on nearby businesses, nuisance problems, and increased DUI's. Some of the concerns with the consumption of marijuana include smoke drifting into neighboring residences,

children being able to observe and smell the consumption of marijuana, and driving under the influence of marijuana.

There is a need to adopt health, safety, and welfare regulations, including appropriate zoning regulations, to avoid adverse impacts on the community which may arise from the cultivation, distribution, deliveries and consumption of medical marijuana.

5. The Compassionate Use Act and SB 420 Could Lead to the Opening of Medical Marijuana Dispensaries. Medical marijuana advocates assert that medical marijuana dispensaries, businesses which sell marijuana to qualified patients, persons with valid identification cards, and designated primary care givers are permitted by the Compassionate Use Act and SB 420. Individuals have relied upon these laws to open dispensaries in a number of communities throughout the State. Medical marijuana advocates assert that patients may designate these businesses as their primary caregiver and the business can serve an unlimited number of patients.

In addition to the primary caregiver provision, SB 420 allows qualified patients, persons with identification cards, and primary caregivers of qualified patients and persons with identification cards, to associate within California to collectively or cooperatively cultivate medical marijuana. Medical marijuana advocates have indicated that they may rely upon these provisions to operate medical marijuana dispensaries by having persons qualified to receive medical marijuana designate others to cultivate and distribute medical marijuana on their behalf.

Because of the problems associated with dispensaries and the potential for such dispensaries to open in the City, it is necessary to adopt regulations addressing medical marijuana dispensaries and deliveries to protect the public health, safety, and welfare of the citizens of Lemoore. Without a city ordinance in place, medical marijuana dispensaries could open in the City and operate without restriction, subject only to State and federal prosecutorial discretion for violations of State and federal drug laws.

6. The Compassionate Use Act and SB 420 Could Lead to the Large-Scale Cultivation of Marijuana. SB 420 provides that qualified patients, persons with valid identification cards, and designated primary care givers who associate within California in order to collectively or cooperatively cultivate marijuana for medical purposes are not subject to criminal sanctions. This provision could lead to the large-scale cultivation of medical marijuana within the City and the problems associated therewith. Therefore it is necessary to adopt regulations addressing the cultivation of medical marijuana to protect the public health, safety, and welfare of the citizens of Lemoore. Without a city ordinance in place, the cultivation of marijuana could occur within the City without restriction.



7. AB 243 and AB266 Medical Marijuana Regulation and Safety Act. On October 9, 2015, Governor Jerry Brown signed AB 243 and AB266, the "Medical Marijuana Regulation and Safety Act" ("Act"), into law. The Act becomes effective January 1, 2016 and contains provisions that govern the cultivating, processing, transporting, testing, and distributing of medical marijuana to qualified patients throughout the state. The Act contains statutory provisions that allow local governments to enact ordinances prohibiting marijuana cultivation, processing, delivery, and dispensaries.
8. Intent to Comply With Federal Law. In adopting this ordinance, the Council is intending to comply with federal law which prohibits the cultivation and distribution of marijuana, whether for medical purposes or otherwise. To the extent this ordinance does not address a particular aspect of the cultivation, distribution, delivery or consumption of medical marijuana, the City is not intending to permit conduct that is otherwise prohibited by federal law.
9. Conduct Which Endangers Others: Nuisances. Nothing in this ordinance shall be construed to allow persons to engage in conduct that endangers others or causes a public nuisance.

SECTION 2: AMENDMENT OF CODE: PUBLIC WELFARE (MEDICAL MARIJUANA).

Chapter 8, of Title 4, of the Lemoore Municipal Code is amended in its entirety as follows:

**MEDICAL MARIJUANA CULTIVATION**

**4-8-1: PURPOSE AND INTENT:**

**4-8-2: EFFECTIVE DATE:**

**4-8-3: PERSONAL USE CULTIVATION:**

**4-8-4: COLLECTIVE OR COOPERATIVE CULTIVATION:**

**4-8-3: DEFINITIONS:**

**4-8-4: PROHIBITED ACTIVITIES:**

**4-8-5: PERSONAL USE CULTIVATION:**

**4-8-6: MEDICAL MARIJUANA COLLECTIVE, COOPERATIVES, OR DISPENSARY:**

**4-8-7: MEDICAL MARIJUANA CULTIVATION:**

**4-8-8: MARIJUANA DELIVERY PROHIBITED:**

**4-8-9: VIOLATION AND PENALTY:**

**4-8-10: PUBLIC NUISANCE:**

**4-8-1: PURPOSE AND INTENT:**

~~To the extent that the city is required to allow the cultivation of medical marijuana under state law, the rules set forth herein shall apply. Nothing in this chapter shall be interpreted~~

~~to permit medical marijuana dispensaries, as defined by section 9-4A-5 of this code. (Ord. 2012-05, 11-20-2012)~~

It is the purpose and intent of this chapter to prohibit the cultivation of medical marijuana, medical marijuana dispensaries, cooperatives, collectives, deliveries and cultivation in order to preserve the public peace, health, safety, and general welfare of the citizens of the city. Additionally, it is the purpose and intent of this chapter to repeal outdated ordinances pertaining to medical marijuana in the city.

#### **4-8-2: EFFECTIVE DATE:**

~~A. Thirty Days After Passage: 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.~~

~~B. Grace Period: Notwithstanding the foregoing, those qualified patients and persons with identification cards, and primary caregivers, who were cultivating marijuana in the city as of the date the ordinance codified herein was introduced by the city council in strict compliance with the medical marijuana cultivation regulations then in effect, and remain in strict compliance with those regulations, shall have a period of six (6) months from the effective date to comply with the amended regulations set forth in this chapter. For purposes of this grace period, "cultivating marijuana" shall mean actual growing plants. No new plantings or seedlings are allowed. (Ord. 2012-05, 11-20-2012)~~

A. Thirty Days After Passage: 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.

#### **4-8-3: PERSONAL USE CULTIVATION:**

~~An individual qualified patient or person with an identification card shall be allowed to cultivate marijuana within his/her private residence, in an attached garage, or in an accessory building if the property is a detached single family residence. A primary caregiver shall only cultivate medical marijuana at the residence of a qualified patient or person with an identification card for whom he/she is the primary caregiver. Medical marijuana cultivation for personal use shall be subject to the following requirements:~~

~~A. Area: The medical marijuana cultivation area shall not exceed thirty two (32) square feet measured by the canopy and not exceed ten feet (10') in height per residence. This limit applies regardless of the number of qualified patients or persons with an~~

~~identification card residing in the residence. The cultivation area shall be a single designated area.~~

~~B. Lighting: Medical marijuana cultivation lighting shall not exceed a total of one thousand two hundred (1,200) watts, unless a housing inspection and letter of compliance is first obtained (subsection 8-1A-2B of this code) from the Lemoore building inspection division. Such housing inspection will determine if the existing electrical system can safely supply power to the proposed lighting at the proposed location. Should alterations be needed to the electrical system, a permit will need to be obtained by the applicant prior to any work being done.~~

~~C. Building Code Requirements: Any alterations or additions to the residence, including garages and accessory buildings, shall be subject to applicable building and fire codes, including plumbing and electrical, and all applicable zoning codes, including lot coverage, setback, height requirements, and parking requirements.~~

~~D. Gas Products: The use of gas products (CO<sub>2</sub>, butane, etc.) for medical marijuana cultivation or processing is prohibited.~~

~~E. Evidence Of Cultivation: From a public right of way, there shall be no evidence visible from the exterior of medical marijuana cultivation occurring on the site.~~

~~F. Residence: The qualified patient or person with an identification card shall reside in the residence where the medical marijuana cultivation occurs.~~

~~G. Cultivation Elsewhere In The City: The qualified patient or person with an identification card shall not participate in medical marijuana cultivation in any other location within the city of Lemoore.~~

~~H. Incidental Use: The residence shall maintain a kitchen, bathrooms, and primary bedrooms for their intended use and not be used primarily for medical marijuana cultivation.~~

~~I. Ventilation: The medical marijuana cultivation area shall include a ventilation and filtration system designed to ensure that odors from the cultivation are not detectable beyond the residence, or the property line for detached single family residences, and designed to prevent mold and moisture and otherwise protect the health and safety of persons residing in the residence and cultivating the marijuana. This shall include, at a minimum, a system meeting the requirements of the current, adopted edition of the California building code section 1203.4 natural ventilation or section 402.3 mechanical ventilation (or its equivalent(s)). Subsection 9-5B-2C1 of this code shall apply when determining the detection of odors (the "reasonable person" standard).~~

~~J. Storage Of Chemicals: Any chemicals used for medical marijuana cultivation shall be stored outside of the habitable areas of the residence and outside of public view from neighboring properties and public rights of way.~~

- ~~K. Nuisance: The medical marijuana cultivation area shall not adversely affect the health or safety of the nearby residents by creating dust, glare, heat, noise, noxious gases, odor, smoke, traffic, vibration, or other impacts; and shall not be hazardous due to the use or storage of materials, processes, products or wastes, or from other actions related to the cultivation.~~
- ~~L. Property Owner Authorization: For rental property, the lessee shall obtain written authorization from the property owner or property management company to cultivate medical marijuana.~~
- ~~M. Notification: The owner and any lessee of the residence upon which cultivation will occur shall inform the police department of the intent to cultivate medical marijuana and pick up a handout setting forth the owner and lessee responsibilities under this section. This notification shall be provided prior to the commencement of the cultivation, except that for existing cultivation, the information shall be provided within ten (10) days of the effective date of this chapter. The police department may direct the owner and lessee to the planning or building department for more information about building code and permit requirements that may be applicable if alterations or additions to the residence are contemplated. The police department and other involved departments shall keep patient information confidential to the extent required by law.~~
- ~~N. Additional Requirements For Garages And Accessory Buildings: The following additional requirements shall apply for personal use cultivation that occurs in a garage or accessory building. The garage or accessory building shall be secure, locked, and fully enclosed, with a ceiling, roof or top. All walls and doors shall be entirely opaque. The ceiling, top or roof may contain transparent materials, provided, however, that its contents are not visible from adjoining uses, including multi-story buildings, if applicable, or public rights of way. The garage or building shall include an audible alarm or a burglar alarm monitored by an alarm company or private security company. The garage or building, including all walls, doors, and the roof, shall be constructed with a firewall assembly of green board meeting the minimum building code requirements for residential structures and include material strong enough to prevent entry except through an open door. If the garage is to be structurally altered, the underlying zone district requirements for covered parking still apply, and must retain at least one covered space per residential dwelling unit.~~
- ~~O. Posting Of Physician Recommendation Or Identification Card; Posting Of Owner Permission: A copy of a qualified patient physician recommendation or identification card shall be posted in a conspicuous place in the cultivation area for each patient residing in the residence who is cultivating medical marijuana. For rental properties, a copy of the owner's written authorization to cultivate marijuana shall be posted in the same manner. (Ord. 2012-05, 11-20-2012)~~

#### **4-8-4: COLLECTIVE OR COOPERATIVE CULTIVATION:**

~~For the collective or cooperative cultivation, such cultivation shall be confined to the ML (light industrial) zone district within the city and be subject to the restrictions of Health And Safety Code section 11362.768 and to the following requirements:~~

- ~~A. Secure Enclosed Structure; Code Compliance: The cultivation of medical marijuana shall at all times occur in a secure, locked, and fully enclosed structure, with a ceiling, roof or top. All walls and doors shall be entirely opaque. The ceiling, top or roof may contain transparent materials, provided, however, that its contents are not visible from adjoining uses, including multi-story buildings, if applicable, or public rights of way. The security shall include an audible alarm or a burglar alarm monitored by an alarm company or private security company. The structure shall meet all applicable building and fire codes, including plumbing and electrical, and all applicable zoning codes, including lot coverage, setback, height requirements, and parking requirements. At a minimum, the structure, including all walls, doors, and the roof, shall be constructed with a firewall assembly of green board meeting the minimum building code requirements for commercial structures and include material strong enough to prevent entry except through an open door.~~
- ~~B. Ventilation: The structure for cultivating medical marijuana shall include a ventilation and filtration system designed to ensure that odors from the cultivation are not detectable beyond the property line and designed to prevent mold and moisture and otherwise protect the health and safety of those persons participating in the cultivation. This shall include, at a minimum, a system meeting the requirements of the current, adopted edition of the California building code section 1203.4 natural ventilation or section 402.3 mechanical ventilation (or its equivalent(s)). Subsection 9-5B-2C1 of this code shall apply when determining the detection of odors (the "reasonable person" standard).~~
- ~~C. Maximum Of Ninety Nine Plants: The maximum number of plants, whether mature or immature, shall not exceed ninety nine (99) marijuana plants.~~
- ~~D. Signage And Markings: There shall be no signage or markings on the property, structure, on any other building located on the property, or off site, which in any way evidences that the collective or cooperative cultivation of medical marijuana is occurring on the property.~~
- ~~E. Required Participation In The Cultivation; No Employees: All persons who associate together for the collective or cooperative cultivation must participate in the cultivation and the cultivation must occur solely among members of the association. No employees, independent contractors, or other persons may be utilized for the cultivation.~~
- ~~F. No Compensation Or Sales; Distribution Only Among Members: No member may compensate any other member to cultivate on his/her behalf. All distribution of the cultivated marijuana shall be solely among members of the association and shall be~~

~~without compensation of any kind. Nothing in this subsection shall be deemed to prevent a primary caregiver from subsequently providing the cultivated marijuana to one of his/her qualified patients.~~

~~G. No On Site Consumption: No on site consumption of medical marijuana shall occur.~~

~~H. No Cultivation In Conjunction With A Business; No Sales Of Goods Or Services: The cultivation shall not occur in conjunction with any business. No products or services shall be sold from the property where the cultivation occurs.~~

~~I. Record Requirements: The owner and/or lessee of the property upon which the cooperative or collective grow occurs shall provide the following information to the police department in a form and manner approved by the police department:~~

- ~~1. Full name, address, and telephone number(s) of the owner and lessee, including all alias names used in the previous ten (10) years;~~
- ~~2. The address where correspondence is to be mailed;~~
- ~~3. A list of all qualified patients, persons with identification cards, and primary caregivers participating in the cultivation (the list shall include each person's full name, alias names used, driver's license numbers, home and work addresses, and phone number(s));~~
- ~~4. A copy of all participant physician recommendations, identification cards, and primary caregiver evidence;~~
- ~~5. A sketch or diagram showing the property with the location of the cultivation and all buildings on the property, including a statement showing the total area occupied by the cultivation and the distance from the property lines;~~
- ~~6. A statement setting forth the number of plants to be cultivated and demonstrating that the cultivation does not exceed the maximums set forth under state law or this chapter, namely patient maximums and the cap of ninety nine (99) plants;~~
- ~~7. A statement identifying all persons who will be tending to the cultivation and describing the cultivation process;~~
- ~~8. For lessees, written evidence that the owner has consented to use of the property for medical marijuana cultivation;~~
- ~~9. Such other information as the police department determines is necessary to ensure compliance with state law and this chapter.~~

~~This information shall be provided prior to the commencement of the collective or cooperative cultivation except that for existing collective or cooperative cultivation operations, the information shall be provided within ten (10) days of the effective date of this chapter. The information provided shall be updated upon any change within ten (10) days. The police department shall keep patient information confidential to the extent required by law.~~

~~J. Inspections: The cultivation operation shall be open for inspection by any law enforcement officer or city code enforcement officer (including, but not limited to, a~~

~~city building inspector and fire marshal) between the hours of eight o'clock (8:00) A.M. and nine o'clock (9:00) P.M. seven (7) days a week, or at any time upon responding to a call for service related to the property where the cultivation is occurring.~~

~~K. Violations: In addition to the remedies provided in this chapter, if the collective or cooperative cultivation occurs in violation of this chapter or any other local or state law or regulation, the owner or lessee shall be prohibited from further collective or cooperative cultivation at any location within the city for a period of one year after notice by the city of the violation. Subsequent violations shall result in a three (3) year prohibition. (Ord. 2012 05, 11 20 2012)~~

#### **4-8-3: DEFINITIONS:**

For the purposes of this chapter, these words and phrases shall be defined as follows:

“City” means the city of Lemoore.

“Cultivate” or “cultivation” is the planting, growing, harvesting, drying, processing, or storage of one or more marijuana plants or any part thereof in any location.

“Delivery” shall be as defined in the Medical Marijuana Regulation and Safety Act, California Business and Professions Code section 19300.5(m), as that section may be amended from time to time, and includes the commercial transfer of medical marijuana and medical marijuana products from a dispensary as well as the use of any technology platform that enables qualified patients and caregivers to arrange for or facilitate the transfer.

“Marijuana” shall have the same definition as in California Health and Safety Code Section 11018, as it now reads or as may be amended.

“Medical marijuana” means marijuana used for medical purposes in accordance with California Health and Safety Code Section 11362.7 et seq., as may be amended.

“Medical marijuana collective” or “dispensary” means any operation, including a store-front facility or structure, mobile facility, or delivery service, wherein medical marijuana is made available, sold, offered for sale, given, distributed, traded, cultivated for, or otherwise provided to primary caregivers or qualified patients, as defined by this chapter.

A “medical marijuana collective” or “dispensary” shall not include the following uses, as long as the location of such uses is otherwise regulated by code or applicable law: (1) a clinic licensed pursuant to Chapter 1 of Division 2 of the California Health and Safety Code; (2) a health care facility licensed pursuant to Chapter 2 of Division 2 of the California Health and Safety Code; (3) a residential care facility for persons with chronic

life-threatening illnesses licensed pursuant to Chapter 3.01 of Division 2 of the California Health and Safety Code; (4) a residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the California Health and Safety Code; and (5) a residential hospice or a home health agency licensed pursuant to Chapter 8 of Division 2 of the California Health and Safety Code, as long as any such use complies strictly with applicable law including, but not limited to, California Health and Safety Code Section 11362.7 et seq.

“Primary caregiver” shall have the same definition as in California Health and Safety Code Section 11362.7 et seq., as it now reads or as amended.

“Qualified patient” shall have the same definition as California Health and Safety Code Section 11362.7 et seq., as it now reads or as amended.

#### **4-8-4: PROHIBITED ACTIVITIES:**

Marijuana cultivation, marijuana processing, marijuana delivery, and marijuana dispensaries shall be prohibited activities in the City, except where the City is preempted by federal or state law from enacting a prohibition on any such activity. No use permit, variance, building permit, or any other entitlement, license, or permit, whether administrative or discretionary, shall be approved or issued for the activities of marijuana cultivation, marijuana processing, marijuana delivery, or the establishment or operation of a marijuana dispensary in the City, and no person shall otherwise establish or conduct such activities in the City, except where the City is preempted by federal or state law from enacting a prohibition on any such activity for which the use permit, variance, building permit, or any other entitlement, license, or permit is sought.

#### **4-8-5: PERSONAL USE CULTIVATION:**

Personal use cultivation is prohibited in all zone districts in the city.

#### **4-8-6: MEDICAL MARIJUANA COLLECTIVE, COOPERATIVES, OR DISPENSARY:**

A medical marijuana collective, cooperative, or dispensary is a prohibited use in all zone districts in the city.

#### **4-8-7: MEDICAL MARIJUANA CULTIVATION:**

Prohibition of marijuana cultivation. Marijuana cultivation by any person, including primary caregivers and qualified patients collectives, cooperatives or dispensaries, is prohibited in all zone districts within the city. Prohibited medical marijuana cultivation declared a public nuisance.

The establishment, maintenance, or operation of any prohibited cultivation of medical marijuana, as defined in this chapter, within the city is declared to be a public



nuisance and is prohibited in all zone districts. Each person or responsible party is subject to abatement proceedings, in addition to all other legal and equitable relief available to the city.

**4-8-8: MARIJUANA DELIVERY PROHIBITED:**

- A. No Person shall deliver marijuana to any location within the City from a mobile marijuana dispensary, regardless of where the mobile marijuana dispensary is located, or regardless of whether a technology platform is used by the dispensary or engaged in any operation for this purpose.
- B. No person shall deliver any marijuana-infused product such as tinctures, baked goods or other consumable products, to any location within the City from a mobile marijuana dispensary, regardless of where the mobile marijuana dispensary is located, or engage in any operation for this purpose

Public Nuisance declared

Operation of any mobile marijuana dispensary within the City in violation of the provisions of this Chapter is hereby declared a public nuisance and may be abated pursuant to all available remedies.

**4-8-9: VIOLATION AND PENALTY:**

Any person violating any of the provisions of this chapter shall be guilty of a misdemeanor and subject to a maximum penalty of six(6) months imprisonment in the County Jail or a fine of one thousand dollars(\$1,000.00), as well as the administrative penalties as set forth, as may be amended. Violators shall be subject to any other enforcement remedies available to the city under any applicable state or federal statute or pursuant to any other lawful power the city may possess.

**4-8-10: PUBLIC NUISANCE**

Any violation of this chapter is hereby declared to be a public nuisance.

**SECTION 3: AMENDMENT OF CODE: PLANNING AND ZONING.**

Table 9-4B-2 of Section 2 of Article B of Chapter 4 of Title 9 of the Lemoore Municipal Code is amended to read as follows:

**TABLE 9-4B-2  
ALLOWED USES AND REQUIRED ENTITLEMENTS FOR BASE ZONING  
DISTRICTS**

Land Use/ Zoning District	Residential Zoning Districts	Special Purpose	Mixed Use Zoning	Office, Commercial, And
------------------------------	---------------------------------	--------------------	---------------------	----------------------------

								Zoning Districts				Districts				Industrial Zoning Districts					
		A R	R V L D	R L D	R N	R L M D	R M D	R H D	W	A G	P R	C F	D M X -1	D M X -2	D M X -3	M U	N C	R C	P O	M L	M H
Residential uses:																					
	Medical marijuana cultivation - personal use	P 28  N 28	P 28  N 28	P 28  N 28	P 28  N 28	P 28  N 28	P 28  N 28	N 28	N 28	N 28	N 28	N 28	N 28	N 28	N 28	N 28	N 28	N 28	N 28	N 28	N 28
Retail, service, and office uses:																					
	Medical marijuana dispensary	N 28	N 28	N 28	N 28	N 28	N 28	N 28	N 28	N 28	N 28	N 28	N 28	N 28	N 28	N 28	N 28	N 28	N 28	N 28	N 28
Industrial, manufacturing, and processing uses:																					
	Medical marijuana cultivation - collective or cooperative cultivation; dispensary	N 28	N 28	N 28	N 28	N 28	N 28	N 28	N 28	N 28	N 28	N 28	N 28	N 28	N 28	N 28	N 28	N 28	N 28	P 28 N 28	N 28

28. ~~Must be in conformity with the land use definitions in this chapter and [title 4, chapter 8](#) of the municipal code as well as the Health And Safety Code section 11362.768 (which imposes additional requirements). Also see the land use definitions in this chapter and the regulations in Title 4, Chapter 8 of the Lemoore Municipal Code.~~

Subsection C of section 5 of Article A of Chapter 4 of Title 9 of the Lemoore Municipal Code is amended to read as follows:

“City” means the City of Lemoore.

“Cultivate” or “cultivation” is the planting, growing, harvesting, drying, processing, or storage of one or more marijuana plants or any part thereof in any location.

Subsection D of section 5 of Article A of Chapter 4 of Title 9 of the Lemoore Municipal Code is amended to read as follows:

“Delivery” shall be as defined in the Medical Marijuana Regulation and Safety Act, California Business and Professions Code section 19300.5(m), as that section may be amended from time to time, and includes the commercial transfer of medical marijuana and medical marijuana products from a dispensary as well as the use of any technology platform that enables qualified patients and caregivers to arrange for or facilitate the transfer.

Subsection M of section 5 of Article A of Chapter 4 of Title 9 of the Lemoore Municipal Code is amended to read as follows:

~~MEDICAL MARIJUANA CULTIVATION—COLLECTIVE OR COOPERATIVE: The indoor growing and cultivating of marijuana by a group of medical marijuana cardholders or their caregivers, without any compensation being given to anyone, within an enclosed building in the light industrial zone district. All persons who associate together for the collective or cooperative cultivation must participate in the cultivation and the cultivation must occur solely among members of the association. No employees, independent contractors, or other persons may be utilized for the cultivation. No member may compensate any other member to cultivate on his/her behalf. This type of cultivation shall be subject to requirements of [title 4, chapter 8](#) of the municipal code.~~

~~MEDICAL MARIJUANA CULTIVATION—PERSONAL USE: The indoor growing and cultivating of marijuana within a private residence, in an attached garage, or in an accessory building if the property is a detached single family residence by an individual qualified patient or person with a medical marijuana identification card. A primary caregiver shall only cultivate medical marijuana at the residence of a qualified patient or person with an identification card for whom he/she is the primary caregiver. Medical marijuana cultivation for personal use shall be subject to requirements of [title 4, chapter 8](#) of the municipal code.~~

~~MEDICAL MARIJUANA DISPENSARY: Any facility or location, whether fixed or mobile, where medical marijuana is made available to, distributed by, or distributed to more than three (3) of the following: 1) a qualified patient, 2) a person with a medical marijuana identification card, or 3) a primary caregiver. All three (3) of these terms are defined in strict accordance with California Health And Safety Code sections 11362.5 and 11362.7 et seq. Unless otherwise regulated by this code or applicable law, a "medical marijuana dispensary" shall not include the following uses: a clinic licensed pursuant to chapter 1 of division 2 of the Health And Safety Code, a healthcare facility licensed pursuant to chapter 2 of division 2 of the Health And Safety Code, a residential care facility for persons with chronic life threatening illness licensed pursuant to chapter 3.01 of division 2 of the Health And Safety Code, a residential care facility for the elderly licensed pursuant to chapter 3.2 of division 2 of the Health And Safety Code, a residential hospice, or a home health agency licensed pursuant to chapter 8 of division 2 of the Health And Safety Code, as long as any such use complies strictly with applicable law~~

~~including, but not limited to, Health And Safety Code sections 11362.5 and 11362.7 et seq. Medical marijuana dispensaries where medical marijuana is distributed by, distributed to, or made available to any combination of three (3) or more qualified patients, persons with an identification card, or primary caregivers as defined by California Health And Safety Code section 11362.5 et seq., are prohibited in all zone districts.~~

“Marijuana” shall have the same definition as in California Health and Safety Code Section 11018, as it now reads or as may be amended.

“Medical marijuana” means marijuana used for medical purposes in accordance with California Health and Safety Code Section 11362.7 et seq., as may be amended.

“Medical marijuana collective” or “dispensary” means any operation, including a store-front facility or structure, mobile facility, or delivery service, wherein medical marijuana is made available, sold, offered for sale, given, distributed, traded, cultivated for, or otherwise provided to primary caregivers or qualified patients, as defined by this chapter.

A “medical marijuana collective” or “dispensary” shall not include the following uses, as long as the location of such uses is otherwise regulated by code or applicable law: (1) a clinic licensed pursuant to Chapter 1 of Division 2 of the California Health and Safety Code; (2) a health care facility licensed pursuant to Chapter 2 of Division 2 of the California Health and Safety Code; (3) a residential care facility for persons with chronic life-threatening illnesses licensed pursuant to Chapter 3.01 of Division 2 of the California Health and Safety Code; (4) a residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the California Health and Safety Code; and (5) a residential hospice or a home health agency licensed pursuant to Chapter 8 of Division 2 of the California Health and Safety Code, as long as any such use complies strictly with applicable law including, but not limited to, California Health and Safety Code Section 11362.7 et seq.

Subsection P of section 5 of Article A of Chapter 4 of Title 9 of the Lemoore Municipal Code is amended to read as follows:

“Primary caregiver” shall have the same definition as in California Health and Safety Code Section 11362.7 et seq., as it now reads or as amended.

Subsection Q of section 5 of Article A of Chapter 4 of Title 9 of the Lemoore Municipal Code is amended to read as follows:

“Qualified patient” shall have the same definition as California Health and Safety Code Section 11362.7 et seq., as it now reads or as amended.

#### SECTION 4. CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDING.

This Ordinance is categorically exempt from environmental review pursuant to CEQA Guidelines Section 15061(b)(3).

SECTION 5. SEVERABILITY.

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

SECTION 6. EFFECTIVE DATE.

This ordinance 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, or a summary of the ordinance, shall be published once in a newspaper of general circulation.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Lemoore held on the 5th day of January 2016 and passed and adopted at a regular meeting of the City Council held on the 19<sup>th</sup> day of January 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

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Mary J. Venegas  
City Clerk

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Lois Wynne  
Mayor

**Mayor**  
Lois Wynne  
**Mayor Pro Tem**  
Jeff Chedester  
**Council Members**  
Ray Madrigal  
Eddie Neal  
William Siegel



**Office of the  
City Manager**

119 Fox Street  
Lemoore, CA 93245  
Phone (559) 924-6700  
Fax (559) 924-9003

## Staff Report

ITEM NO. 2-4

**To:** Lemoore City Council  
**From:** Judy Holwell, Interim Planning Director  
**Date:** January 11, 2015 **Meeting Date:** January 19, 2016  
**Subject:** 2<sup>nd</sup> Reading – Amending Section 5 of Chapter 2 of Title 3 of the Lemoore Municipal Code Pertaining to the Downtown Merchants Advisory Committee reference Terms – Ordinance 2016-02

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### **Proposed Motion:**

Adopt Ordinance No. 2016-02 modifying the term length of the Downtown Merchants Advisory Committee to two years with alternating term limits.

### **Subject/Discussion:**

Section 5, Chapter 2, Title 3 of the Lemoore Municipal Code requires that each member of the Downtown Merchants Advisory Committee (DMAC) serve for a term of one (1) year. The DMAC is recommending a change in the membership term length from one (1) year to two (2) years with alternating terms. The change will allow approximately one-half of the DMAC to remain seated to ensure continuity and institutional knowledge.

City Code section 3-2-5, Downtown Merchants Advisory Committee, language is listed below.

### **CURRENT LANGUAGE:**

For the sole purpose of advising the council and making recommendations on the operation and extent of the area, the methods and ways in which the revenue derived from the assessment imposed by this chapter shall be used within the scope of the purposes set forth in this chapter, and to have and to perform such other powers and duties as the council may determine, there shall be created an advisory committee, which shall consist of nine (9) members to be appointed by the mayor with the concurrence of the city council for a term of one year, to serve at the pleasure of the mayor and city council, said members to be persons who own or are employed in businesses within the area. (Ord. 2003-03, 3-18-2003)

### **PROPOSED LANGUAGE:**

For the sole purpose of advising the City Council and making recommendations on the operation and extent of the area, the methods and ways in which the revenue derived from the assessment imposed by this chapter shall be used within the scope of the purposes set forth in this chapter, and to have and to perform such other powers and duties as the council may determine, there shall be created an advisory committee, which shall consist of nine (9) members with applications to be approved by City Council by a

majority vote for a term of two (2) calendar years having alternating expiration dates. The terms of office shall expire at eleven fifty-nine (11:59) P.M. on December 31 of the last year of each member's term of office. Members shall be persons who own or are employed in businesses within the downtown area. Members of the advisory committee shall serve at the pleasure of the mayor and city council, and may be removed by the (a) expiration of term, or (b) majority vote of the City Council. Should no appointments be made by the expiration of term, the member will remain in office until an appointment is made.

The nine (9) members shall be appointed for two (2) year staggered terms, as follows; in the year 2016, four (4) members shall be appointed and shall serve for one (1) year; five (5) members shall serve for two (2) years. At the expiration of the said terms, the terms of all appointed members of the Committee shall be two (2) years.

City Council waived the first reading of this Ordinance on January 5, 2016.

**Financial Consideration(s):**

Not Applicable.

**Alternatives or Pros/Cons:**

The options are as follows:

1. After the ordinance change becomes effective, Council could choose to identify five current DMAC members serving a one-year term and appoint those members to a two-year term. The remaining members would continue serving their one-year term through the end of 2016, and would need to reapply for a two-year term if they desired appointment to the Committee.
2. The City Council could wait until the 2017 appointments to determine which members will serve a one-year term.
3. Council could keep the term length for at one year.

**Commission/Board Recommendation:**

The Downtown Merchants Advisory Board recommends changing the membership term from one year to two years.

**Staff Recommendation:**

Staff recommends adopting Ordinance No. 2016-02.

**Attachments:**

- ☐ Resolution
- ☒ Ordinance      2016-02
- ☐ Map
- ☐ Other \_\_\_\_\_

**Review:**

- ☐ Finance
- ☒ City Attorney      1/12/16
- ☒ City Manager      1/11/16
- ☒ City Clerk      1/14/16

**Date:**

**ORDINANCE NO. 2016-02**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEMOORE  
AMENDING SECTION 5 OF CHAPTER 2 OF TITLE 3 OF THE  
LEMOORE MUNICIPAL CODE PERTAINING TO THE  
DOWNTOWN MERCHANTS ADVISORY COMMITTEE**

The City Council of the City of Lemoore does ordain as follows:

**SECTION 1.** Section 5 of Chapter 2 of Title 3 of the Lemoore Municipal Code is amended to read as follows:

~~For the sole purpose of advising the council and making recommendations on the operation and extent of the area, the methods and ways in which the revenue derived from the assessment imposed by this chapter shall be used within the scope of the purposes set forth in this chapter, and to have and to perform such other powers and duties as the council may determine, there shall be created an advisory committee, which shall consist of nine (9) members to be appointed by the mayor with the concurrence of the city council for a term of one year, to serve at the pleasure of the mayor and city council, said members to be persons who own or are employed in businesses within the area. (Ord. 2003-03, 3-18-2003)~~

For the sole purpose of advising the council and making recommendations on the operation and extent of the area, the methods and ways in which the revenue derived from the assessment imposed by this chapter shall be used within the scope of the purposes set forth in this chapter, and to have and to perform such other powers and duties as the council may determine, there shall be created an advisory committee, which shall consist of nine (9) members with applications to be approved by City Council by a majority vote for a term of two (2) calendar years having alternating expiration dates. The terms of office shall expire at eleven fifty-nine (11:59) P.M. on December 31 of the last year of each member's term of office. Members shall be persons who own or are employed in businesses within the downtown area. Members of the advisory committee shall serve at the pleasure of the mayor and city council, and may be removed by the (a) expiration of term, or (b) majority vote of the city council. Should no appointments be made by the expiration of term, the member will remain in office until an appointment is made.

The nine (9) members shall be appointed for two (2) year staggered terms, as follows; in the year 2016, four (4) members shall be appointed and shall serve for one (1) year; five (5) members shall serve for two (2) years. At the expiration of the said terms, the terms of all appointed members of the Committee shall be two (2) years.

**SECTION 2.** This Ordinance shall take effect thirty (30) days after its adoption.

**SECTION 3.** The City Clerk is further directed to cause this ordinance or a summary of this ordinance to be published once in a newspaper of general circulation published and circulated within the City of Lemoore, within fifteen (15) days after its adoption. If a summary of the ordinance is published, then the City Clerk shall cause a certified copy of the full text of the proposed ordinance to be posted in the office of the City Clerk at least five days prior to the Council meeting at which the ordinance is adopted and again after the meeting at which the ordinance is adopted. The summary shall be approved by the City Attorney.



The foregoing Ordinance was introduced at a Regular Meeting of the City Council of the City of Lemoore held on the 5<sup>th</sup> day of January 2016, and was passed and adopted at a Regular Meeting of the City Council held on the 19<sup>th</sup> day of January 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

---

Mary J. Venegas  
City Clerk

---

Lois Wynne  
Mayor

**Mayor**  
Lois Wynne  
**Mayor Pro Tem**  
Jeff Chedester  
**Council Members**  
Ray Madrigal  
Eddie Neal  
William Siegel



**Police  
Department**

657 Fox Street  
Lemoore, CA 93245  
Phone (559) 924-9574  
Fax (559) 924-3116

## Staff Report

ITEM NO. 2-5

**To:** Lemoore City Council  
**From:** Darrell Smith, Chief of Police  
**Date:** December 15, 2015 **Meeting Date:** January 19, 2016  
**Subject:** Budget Adjustment – Lemoore Police Department Mobile Data  
Terminals (MDT's) and Biometric Fingerprint Readers

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**Proposed Motion:**

City Council authorize the purchase of four (4) Getac mobile data terminals and five (5) fingerprint readers in the amount of \$17,535.

**Subject/Discussion:**

Staff in the Lemoore Police Department has access to confidential criminal records, Department of Motor Vehicle Records, and other criminal justice information, much of which is controlled by state statute. All access to the California Law Enforcement Telecommunications System (CLETS) must only be obtained for investigative purposes. CLETS is used on a daily basis by law enforcement officers through both a mobile data terminal and a biometric fingerprint reader, while officers are on patrol. In order to meet the Federal Bureau of Investigation - Criminal Justice Information Service Department (FBI CJIS) "Advanced Authentication" requirements and ensure access to CLETS is secured, two factor authentication is required. The police department is recommending the use of a password and biometric fingerprint reader. The vehicles are currently equipped with the mounting solutions necessary to operate Getac Fully Rugged V110 mobile data terminals (MDT's).

The department has 14 Department Getac MDT's and thirteen fingerprint readers. There are currently (5) patrol cars without MDT's. Currently equipment is being transferred between vehicles as officers during shift changes. In order to extend the equipment's longevity on the MDT's, department will equip each vehicle with an MDT and fingerprint reader.

**Financial Consideration(s):**

Budget adjustment in the 2015-2016 Budget for the Police Department Equipment (Account #4221-4825) from the Supplemental Law Enforcement State Fund (SLESF) account in the amount of \$17,535. The cost to cover the equipment will be made from the SLESF account, which has a balance of approximately \$280,000.

Getac Fully Rugged V110 (4 new MDT's)	\$17,026
Biometrics U are U 4500 (5 new fingerprint reader)	\$ 509
<b>Total</b>	<b>\$17,535</b>

**Alternatives or Pros/Cons:****Pros:**

- Meets federal security requirements.
- Individually assigned MDT's diminishes interruption to the system reducing computer systems from crashing and will help reduce damage to MDT ports and pins.

**Cons:**

- None noted.

**Commission/Board Recommendation:**

Not Applicable.

**Staff Recommendation:**

Staff recommends approval of the budget amendment.

**Attachments:**

- ☐ Resolution
- ☐ Ordinance
- ☐ Map
- ☐ Other \_\_\_\_\_

**Review:**

- |   |         |
|---|---------|
| <input type="checkbox"/> Finance                  |         |
| <input checked="" type="checkbox"/> City Attorney | 1/12/16 |
| <input checked="" type="checkbox"/> City Manager  | 1/11/16 |
| <input checked="" type="checkbox"/> City Clerk    | 1/14/16 |

**Date:**

**Mayor**  
Lois Wynne  
**Mayor Pro Tem**  
Jeff Chedester  
**Council Members**  
Ray Madrigal  
Eddie Neal  
William Siegel



**Office of the  
City Manager**

119 Fox Street  
Lemoore, CA 93245  
Phone (559) 924-6700  
Fax (559) 924-9003

## Staff Report

ITEM NO. 2-6

**To: Lemoore City Council**

**From: Andi Welsh, City Manager**

**Date: January 11, 2016**

**Meeting Date: January 19, 2016**

**Subject: PACE Funding Group – Resolution 2016-02**

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### **Proposed Motion:**

Approve Resolution 2016-02 to include properties within the City of Lemoore into the CSCDA Open PACE program.

### **Subject/Discussion:**

CSCDA, the largest Joint Powers Authority in California, founded and sponsored by the League of California Cities and CSAC, is implementing Property Assessed Clean Energy ("PACE") under the provisions of Chapter 29 of Division 7 of the Streets & Highways Code (commonly referred to as "AB 811") on behalf of its member counties and cities. AB811 authorizes a legislative body to designate an area within which authorized public officials (including a joint powers authority like CSCDA) and free and willing property owners may enter into voluntary contractual assessments to finance the installation of renewable energy, energy efficiency, water efficiency, and seismic strengthening improvements as well as electric vehicle charging infrastructure, in each case affixed to real property (the "Improvements").

CSCDA's Commissioners pre-qualified and appointed three PACE Administrators to manage the CSCDA Open PACE program in order to offer members turn-key PACE solutions that provide residential and commercial property owners the choice among prequalified PACE financing providers, creating competition on terms, service and interest rates. The prequalified program administrators operating the following programs are Alliance NRG Program™, PACE Funding LLC and Renewable Funding LLC (administering California FIRST).

CSCDA's Open PACE program offers turnkey solutions to save California jurisdictions the time and resources of developing standalone PACE programs. Jurisdictions only need to adopt the form of resolution accompanying this staff report related to the CSCDA Open PACE program to begin the process.

PACE has been a very successful financing tool in California. PACE is operating in over 250 jurisdictions throughout the state, and nearly half a billion dollars in energy efficiency, water efficiency and renewable projects have been funded.

*"In God We Trust"*

CSCDA Open PACE allows property owners to finance renewable energy, energy water efficiency improvements, seismic improvements and electric vehicle charging infrastructure on their property. Participation in the assessment is 100% voluntary by the property owner. The improvements installed on the owner's property are financed by the issuance of bonds by CSCDA. The bonds are secured by a voluntary contractual assessment levied on the owner's property. Property owners who wish to participate in PACE agree to repay the money through the voluntary contractual assessment collected with property taxes. The voluntary contractual assessments will be levied by CSCDA and collected in annual installments through the applicable county secured property tax bill.

The benefits to the property owner include:

- Competition: CSCDA Open PACE provides three options to property owners: AllianceNRG Program, PACE Funding and CaliforniaFIRST. Property owners can shop for the best price and service through the availability of the PACE administrators.
- Eligibility: In today's economic environment, alternatives for property owners to finance renewable improvements may not be available. Many property owners do not have financing options available to them to lower their utility bills.
- Savings: Energy prices continue to rise and installing energy efficient, water efficient and renewable energy models lower utility bills.
- 100% voluntary: Only property owners who choose to finance improvements will have assessments placed on their property.
- Payment obligation can stay with the property: Under Chapter 29, a voluntary contractual assessment stays with the property upon transfer of ownership. Most private loans are due on sale of the property. Certain mortgage providers will, however, require the assessment be paid at the time the property is refinanced or sold.
- Prepayment option: The property owner can choose to pay off the assessments at any time, subject to applicable prepayment penalties.
- Customer oriented: Part of the success of the CSCDA Open PACE is prompt customer service.
- Favorable Terms: The economic terms of PACE financing will often be more favorable than other options.
- Not a personal loan or mortgage: The PACE assessment in effect is not a personal obligation of the property owner through a conventional loan or mortgage but an assessment on the property secured by an assessment lien and collected as part of the regular tax roll on the property.

The proposed resolution enables CSCDA Open PACE programs to be available to owners of residential and commercial property within Lemoore to allow for the financing of permanently fixed renewable energy, energy efficiency, water efficiency, and seismic strengthening improvements as well as electric vehicle charging infrastructure.

CSCDA (and not the City) will be responsible for entering into voluntary contractual assessment agreements with participating property owners, levying the voluntary contractual assessments, issuing bonds to finance the Improvements and taking remedial actions in the event of delinquent assessment payments. The resolution expressly provides that the City will not be responsible for the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies in assessment payments, or the issuance, sale or administration of any bonds issued in connection with CSCDA Open PACE.

**Financial Consideration(s):**

There are no fiscal impacts associated with the program. There is no cost to the City to become an associate member of the JPA or by opting into the PACE programs. The City will have no administrative responsibilities, marketing obligations, or financial obligations associated with the PACE program.

**Alternatives or Pros/Cons:**

Pros:

- Program is at no cost to the City.
- Supports installation of energy and water efficiency improvements.
- Only property owners who voluntarily choose to participate in the program will be subject either to assessments or special taxes.
- Program financing provides for an affordable method for many property owners to reduce their energy costs and improve their properties.
- Because program financing may be readily transferred upon sale, owners who are planning to sell have the ability to make responsible and beneficial improvements to their property.

Cons:

- None noted.

**Commission/Board Recommendation:**

Not Applicable.

**Staff Recommendation:**

Staff recommends approval of the resolution.

**Attachments:**

- ☒ Resolution      2016-02  
☐ Ordinance  
☐ Map  
☐ Other \_\_\_\_\_

**Review:**

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

**Date:**

1/12/16  
1/11/16  
1/14/16

**RESOLUTION NO. 2016-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE  
CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY  
OF THE CITY OF LEMOORE IN THE CSCDA OPEN PACE PROGRAMS;  
AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT  
AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS,  
CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY  
CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY OF  
LEMOORE; AND AUTHORIZING RELATED ACTIONS**

**WHEREAS**, the California Statewide Communities Development Authority (the “Authority”) is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California, including the City of Lemoore; and

**WHEREAS**, the Authority is implementing Property Assessed Clean Energy (PACE) programs, which it has designated CSCDA Open PACE, consisting of CSCDA Open PACE programs each administered by a separate program administrator (collectively with any successors, assigns, replacements or additions, the “Programs”), to allow the financing or refinancing of renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (collectively, the “Improvements”) through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code (“Chapter 29”) within counties and cities throughout the State of California that consent to the inclusion of properties within their respective territories in the Programs and the issuance of bonds from time to time; and

**WHEREAS**, the program administrators currently active in administering Programs are the AllianceNRG Program (presently consisting of Deutsche Bank Securities Inc., CounterPointe Energy Solutions LLC and Leidos Engineering, LLC), PACE Funding LLC and Renewable Funding LLC, and the Authority will notify the [County/City] in advance of any additions or changes; and

**WHEREAS**, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

**WHEREAS**, the City desires to allow the owners of property (“Participating Property Owners”) within its territory to participate in the Programs and to allow the Authority to conduct assessment proceedings under Chapter 29 within its territory and to issue bonds to finance or refinance Improvements; and

**WHEREAS**, the territory within which assessments may be levied for the Programs shall include all of the territory within the City’s official boundaries; and

**WHEREAS**, the Authority will conduct all assessment proceedings under Chapter 29 for the Programs and issue any bonds issued in connection with the Programs; and

**WHEREAS**, the City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the of the City of Lemoore as follows:

Section 1. This City Council hereby finds and declares that properties in the territory of the City will benefit from the availability of the Programs within the territory of the City and, pursuant thereto, the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to finance or refinance Improvements.

Section 2. In connection with the Programs, the City hereby consents to the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 on any property within the territory of the City and the issuance of bonds to finance or refinance Improvements; provided, that

(1) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and

(2) The City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs.

Section 3. The appropriate officials and staff of the City are hereby authorized and directed to make applications for the Programs available to all property owners who wish to finance or refinance Improvements; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The following staff persons, together with any other staff persons chosen by the City of Lemoore from time to time, are hereby designated as the contact persons for the Authority in connection with the Programs: City Manager, or designee as selected by the City Manager.

Section 4. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such certificates, requisitions, agreements and related documents as are reasonably required by the Authority to implement the Programs.

Section 5. The City Council hereby finds that adoption of this Resolution is not a “project” under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant



physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

Section 6. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority at: Secretary of the Board, California Statewide Communities Development Authority, 1400 K Street, Sacramento, CA 95814.

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Lemoore held on the 19<sup>th</sup> day of January 2016 by the following vote:

AYES:

NOES:

ABSTAINING:

ABSENT:

ATTEST:

APPROVED:

---

Mary J. Venegas  
City Clerk

---

Lois Wynne  
Mayor

**Mayor**  
Lois Wynne  
**Mayor Pro Tem**  
Jeff Chedester  
**Council Members**  
Ray Madrigal  
Eddie Neal  
William Siegel



**Office of the  
City Manager**

119 Fox Street  
Lemoore, CA 93245  
Phone (559) 924-6700  
Fax (559) 924-9003

## Staff Report

ITEM NO. 2-7

**To:** Lemoore City Council  
**From:** Andi Welsh, City Manager  
**Date:** January 11, 2016  
**Subject:** Lease Agreement for Crossfit

**Meeting Date:** January 19, 2016

---

### **Proposed Motion:**

Council approve a lease agreement between the City of Lemoore and Ryan Rocha for Crossfit in the amount of \$2,000 a month for rental of the newly constructed multipurpose room in the Recreation Center.

### **Subject/Discussion:**

During the March 3, 2015 Council Meeting, Council approved funding in the amount of \$63,588 for construction of a new multi-purpose room in order to relocate Crossfit to a larger location, while adding a facility for the Lemoore Police Athletic League (PAL Program).

Last spring, the City Council consensus was to increase rent from \$1,800 per month to \$2,000 per month, in light of the additional space for Crossfit.

### **Financial Consideration(s):**

Approval of the agreement will create an increase in Recreation revenue in the amount of \$24,000 per year.

### **Alternatives or Pros/Cons:**

#### **Pros:**

- Keeps a well-attended program in the Recreation Center.
- Generates revenue of \$24,000 per year.

#### **Cons:**

- Room is only utilized by Crossfit.

### **Commission/Board Recommendation:**

The Recreation Commission sent a report to Council on March 3, 2015 unanimously recommending the creation of the Lemoore Police Athletic League to occupy a multipurpose room that was being used by Crossfit. The Commission also recommending the construction of a new multipurpose room to accommodate Crossfit.

### **Staff Recommendation:**

Staff recommends Council approval of a lease agreement with Crossfit.

*"In God We Trust"*

**Attachments:**

- ☐ Resolution
- ☐ Ordinance
- ☐ Map
- ☐ Other \_\_\_\_\_

**Review:**

- ☐ Finance
- ☒ City Attorney 1/12/16
- ☒ City Manager
- ☒ City Clerk 1/14/16

**Date:**

## **COMMERCIAL LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (hereinafter referred to as "Lease") is made on this \_\_\_\_ day of January 2016 (the "Effective Date"), by and between **CITY OF LEMOORE** (hereinafter referred to as "Landlord"); and **RYAN ROCHA** (hereinafter referred to as "Tenant"). Landlord and Tenant may be referred to herein individually as "Party" and collectively as "the Parties."

### **RECITALS**

1. Landlord owns that real property located at 711 Cinnamon Drive, in the City of Lemoore, California (hereinafter "Property"). The Property includes those portions of the Property that are the subject of this lease, as set forth in Recital 2 and more specifically identified in Exhibit "A".
2. Tenant desires to lease a 4,100 sq. foot portion of the Property, as more specifically identified in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Premises").
3. Tenant intends to use the Premises for the sole purpose of operating a CrossFit Gym. Landlord desires to lease the Premises to the Tenant upon the terms and conditions set forth herein.
4. Landlord and Tenant agree that this Lease is in the best interest of the parties and for the mutual benefit of each party.

**THEREFORE**, for good and valuable consideration, the adequacy and receipt of which is acknowledged, Landlord and Tenant agree as follows:

1. **DESCRIPTION.** Landlord does hereby rent and lease to the Tenant the Premises, located thereon and the contiguous grounds shown as the leased Premises in Exhibit "A" attached hereto.
2. **TERM; EXTENSION.** The term of this Lease shall be for five (5) years. The commencement date shall be August 1, 2015 ("Commencement Date"), and, unless sooner terminated under any provision hereof, this Lease shall end on July 31, 2020. Landlord and Tenant may agree to extend the Lease on such terms and conditions agreed to by the Parties if Tenant gives Landlord notice of Tenant's intent to renew at least 60 days prior to the expiration of the initial term of the Lease.
3. **RENT.**
  - A. The initial annual rent shall be twenty-four thousand dollars (\$24,000.00) divided into twelve (12) equal monthly installments of two thousand dollars (\$2,000.00) ("Rent"). Tenant shall pay promptly to Landlord the monthly installment of Rent on the first day of each month in advance during the term of the Lease, without deduction, setoff, prior notice or demand.

- B.** Tenant acknowledges that late payment by Tenant to Landlord of the monthly rent, and other sums due hereunder, will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of rent or any other sum due from Tenant shall not be received by Landlord by 4:00 p.m. within ten (10) days after such amount shall be due, Tenant shall pay to Landlord, as additional rent, a late charge equal to three percent (3%) of such overdue amount. The parties hereby agree that such late charges represent a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of its other rights and remedies granted hereunder.
- C.** In the event of a default in the payment of rent, Tenant must pay all interest and penalties that may accrue thereon, and all reasonable damages, costs, and attorneys' fees and expenses which Landlord may incur by reason of any default of Tenant or failure on Tenant's part to comply with the terms of this Lease, shall be deemed to be additional rent ("Additional Rent") and, in the event of nonpayment by Tenant, Landlord shall have all of the rights and remedies with respect thereto as Landlord has for the nonpayment of the monthly rent.
- 4. SECURITY DEPOSIT.** Upon execution of this Lease, Tenant shall deposit with Landlord Two Thousand Dollars (\$2,000), hereafter referred to as "Security Deposit", payable in ten (10) monthly installments beginning February 1, 2016 through December 1, 2016 of \$200 per month for a total of \$2,000. The Security Deposit shall secure the timely, full and faithful performance by Tenant of each term, covenant and condition of this Lease. If, at any time, Tenant shall fail to make any payment or fail to keep or perform any term, covenant or condition on its part to be made or performed or kept under this Lease, Landlord may, but shall not be obligated to and without waiving or releasing Tenant from any obligation under this Lease, use, apply or retain the whole or any part of the Security Deposit: (a) to the extent of any sum due to Landlord; (b) to make any required payment on Tenant's behalf; or, (c) to compensate Landlord for any loss, damage, attorneys' fees or expense sustained by Landlord due to Tenant's default. In such event, Tenant shall, within five (5) days of written demand by Landlord, remit to Landlord sufficient funds to restore the Security Deposit to its original sum. Tenant shall not be entitled to any interest on the Security Deposit. Landlord shall not be deemed a trustee of the Security Deposit, and may commingle the Security Deposit with its other funds. Should Tenant comply with all the terms, covenants, and conditions of this Lease, and at the end of the term of this Lease leave the Premises in the condition required by this Lease, then said Security Deposit, less any sums owing to Landlord, shall be returned to Tenant within thirty (30) days after the termination of this Lease and vacancy of the Premises by Tenant.
- 5. DELIVERY.** Landlord shall deliver possession of the Premises after mutual execution of the Lease. The Premises shall be leased to Tenant on an "AS IS" basis. Landlord shall not be required to make or construct any alterations including structural changes, additions or improvements to the Premises. By entry and taking possession of the Premises pursuant to

this Lease, Tenant accepts the Premises as being in good and sanitary order, condition and repair, and accepts the Premises in the condition existing as of the date of Tenant's possession. Tenant acknowledges that neither the Landlord nor Landlord's agents have made any representation or warranty as to the suitability of the Premises to the conduct of Tenant's business.

6. USE OF PREMISES. Landlord leases to Tenant the Premises for use consistent with the purpose described in Recital 3 of this Lease. Tenant shall not use the Premises for any use other than that specified in this section without the prior written consent of the Landlord. Tenant shall comply with applicable governmental laws, regulations, and rules and ordinances. Furthermore, Tenant shall require all subtenants, licensees, and invitees to use the Premises only in conformance with this use, and also in conformance with applicable governmental laws, regulations, rules and ordinances. Tenant shall indemnify, defend, and hold Landlord harmless against any loss, expense, damage, attorneys' fees or liability arising out of failure of Tenant to comply with any applicable law, regulation, rule or ordinance. The Premises are separate from the remaining portion of the Property, and Landlord will provide Tenant with keys and related items to secure the Premises. Tenant shall not commit or suffer to be committed, any waste upon the Premises, or allow any sale by auction upon the Premises, or allow the Premises to be used for any unlawful purpose, or place any loads upon the floor, walls or ceiling which endanger the structure, or place any harmful liquids in the drainage system of the building. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the Premises except in trash containers designated for that purpose. Tenant shall comply with Landlord's policy prohibiting the use of tobacco products on the Premises at all times. Tenant agrees to immediately respond to concerns expressed by neighbors or Landlord relating to the operation of the Premises.
7. RESTRICTION ON MUSIC. Tenant is required to not play music at the Premises upon notification from Landlord for a specified period of time. Landlord will provide forty-eight (48) hour notice to Tenant in the event that music must not be played at the Premises.
8. INDEMNIFICATION AND INSURANCE.
  - A. Tenant Indemnification. Tenant agrees to indemnify, reimburse, hold harmless, and defend Landlord, its officers, employees and agents against any and all claims, causes of action, judgments, obligations or liabilities, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees), in connection with, arising out of, or related to the operation, damage to equipment, facilities, condition, use or occupancy of the Premises and all areas appurtenant thereto. This Lease is made on the express representation and covenant by Tenant that Landlord shall not be liable for, or suffer loss by reason of, injury to person or property, from whatever cause in any way connected with the condition, use or occupancy of the Premises specifically including, without limitation, any liability for injury including death to the person or property of the Tenant, its agents, officers, employees, licensees and invitees.
  - B. Landlord Indemnification. Landlord shall hold harmless and defend and indemnify Tenant from any claims, damages or expenses, including attorneys' fees, arising out of or relating

to, or in any way connected to Landlord's gross negligence or willful misconduct on the Premises.

**C. Commercial General Liability Insurance.** Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of commercial general liability insurance insuring Landlord and Tenant against claims and liabilities arising out of the operation, condition, use, or occupancy of the Premises and all areas appurtenant thereto, including asphalt surfaces, parking areas, and equipment. Tenant's commercial general insurance shall be in an amount of not less than Two Million Dollars (\$2,000,000.00) for bodily injury or death and property damage as a result of any one occurrence and a One Million Dollar (\$1,000,000.00) general aggregate policy limit. Prior to the Commencement Date, Tenant shall deliver to Landlord a certificate of insurance evidencing the existence of the policies required hereunder and copies of endorsements stating that such policies shall:

- i) not be canceled or altered without thirty (30) days' prior written notice to Landlord;
- ii) insure performance of the indemnity set forth in Section 8.A above;
- iii) state the coverage is primary and any coverage by Landlord is in excess thereto;
- iv) contain a cross liability endorsement; and,
- v) include a separate endorsement naming Landlord as an additional insured.

At least thirty (30) days prior to the expiration of such certificate, and every such subsequent certificate, Tenant shall deliver to Landlord a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described in this Section 8 (C) of this agreement during the entire term of this agreement.

**D. Tenant's Property Insurance.** Tenant may, at his own expense, maintain in full force and effect an insurance policy on all of the fixtures, equipment, improvements and personal property in, about, or on the Premises.

**E. Mutual Release.** Each Party hereby releases the other Party, and its partners, officers, agents and employees from any and all claims, demands, loss, expense or injury to the Premises or to the furnishings, fixtures, equipment, inventory or other personal property of Tenant in, about, or upon the Premises, which is caused by perils, events or happenings which are covered by the insurance required by this Lease or which are the subject of insurance carried by Tenant and in force at the time of such loss. Each Party shall procure an appropriate clause in, or an endorsement to, all policies required by this Lease or any other insurance policy maintained by Tenant or Landlord, pursuant to which the insurance company or companies waive subrogation or consent to a waiver of a right of recovery against the other Party.

**9. UTILITIES.** Landlord shall pay for electricity and gas at the Premises.

**10. AMENITIES.** Landlord shall provide Tenant the following amenities: a public restroom, running track and client registration.

**11. ACCESS.** Landlord reserves the right to access the building through the front and rear doors to accommodate other facility rentals that Landlord provides.

**12. MAINTENANCE AND REPAIRS.** During the life of this Lease, Tenant will keep the Premises in clean and sanitary condition; dispose of all rubbish, garbage and waste promptly and in a clean and sanitary manner; properly use and operate all electrical, gas and plumbing fixtures and keep the same in clean condition; not permit any person in or about the Premises with Tenant's permission to deface, damage or remove any part of the structure of the Premises or the facilities, equipment or appurtenances thereto; and will occupy and use the Premises in accord with the purpose for which the Premises was rented to Tenant. Tenant will be responsible for all expenses in connection with any repairs caused by Tenant's failure to comply with the foregoing conditions. Notwithstanding the foregoing, it is Landlord's obligation to maintain the Premises and the Property in a habitable condition. Landlord shall be responsible for any major repairs, including such things as HVAC units, plumbing, electrical and structural items.

Landlord shall have no maintenance or repair obligations with respect to the Premises except as expressly provided in this section. Tenant hereby expressly waives the provisions of Subsection 1 of Section 1932 and Sections 1941 and 1942 of the Civil Code of California and all rights to make repairs at the expense of Landlord as provided in Section 1942 of said Civil Code.

**13. ALTERATIONS AND IMPROVEMENTS.** Tenant shall not make any alterations or improvements to the Premises without prior written approval from Landlord, which approval may be withheld in Landlord's sole discretion.

**14. EQUIPMENT.** All the equipment brought in by Tenant shall remain property of Tenant. Tenant shall not affix any of the equipment to the Premises without prior written permission of Landlord. Any equipment affixed to the Premises that will cause harm or damage to the Premises upon removal must be left at the Premises at the time Tenant surrenders the Premises. Landlord may charge Tenant for the cost of removal of such equipment and may also charge Tenant for the damages to the Premises associated with the equipment being left at the Premises in accordance with Sections 6 and 14 of this agreement.

**15. CASUALTY DAMAGE**

**A.** In the event that any portion of the Premises are destroyed or damaged by an uninsured peril, Landlord or Tenant may, upon written notice to the other, given within thirty (30) days after the occurrence of such damage or destruction, elect to terminate this Lease; provided, however, that either party may, within thirty (30) days after receipt of such notice, elect to make the required repairs and/or restoration at such party's sole cost and expense, in which event this Lease shall remain in full force and effect, and the party having made such election to restore or repair shall thereafter diligently proceed with such repairs and/or restoration.



- B.** In the event the Premises are damaged or destroyed from any insured peril to the extent of seventy percent (70%) or more of the then replacement cost of the Premises, Landlord or Tenant may, upon written notice, given to the other within thirty (30) days after the occurrence of such damage or destruction, elect to terminate this Lease. If neither party gives such notice in writing within such period, Landlord shall be deemed to have elected to rebuild or restore the Premises, in which event Landlord shall, at its expense, promptly rebuild or restore the Premises to their condition prior to the damage or destruction. In the event the Premises are damaged or destroyed from any insured peril to the extent of less than seventy percent (70%) of the then replacement cost of the Premises, Landlord shall at Landlord's expense, promptly rebuild or restore the Premises to their condition prior to the damage or destruction. Notwithstanding the foregoing, Tenant may terminate this Lease if the Premises are damaged or destroyed to the extent of fifty percent (50%) or more of the then replacement cost of the Premises.
- C.** In the event that, pursuant to the foregoing provisions, Landlord is to rebuild or restore the Premises, Landlord shall, within thirty (30) days after the occurrence of such damage or destruction, provide Tenant with written notice of the time required for such repair or restoration. If such period is longer than one hundred twenty (120) days from the issuance of a building permit, Tenant may, within thirty (30) days of receipt of Landlord's notice, elect to terminate the Lease by giving written notice to Landlord of such election, whereupon the Lease shall immediately terminate. The period of time for Landlord to complete the repair or restoration shall be extended for delays caused by the fault or neglect of Tenant or because of acts of God, labor disputes, strikes, fires, freight embargoes, rainy or stormy weather, inability to obtain materials, suppliers or fuels, acts of contractors or subcontractors, or delays of contractors or subcontractors due to such causes or other contingencies beyond the control of Landlord. Landlord's obligation to repair or restore the Premises shall not include restoration of Tenant's trade fixtures, equipment, merchandise, or any improvements, alterations, or additions made by Tenant to the Premises.
- D.** Unless this Lease is terminated pursuant to the foregoing provisions, this Lease shall remain in full force and effect; provided, however, that during any period of repairs or restoration, rent and all other amounts to be paid by Tenant shall be abated in proportion to the area of the Premises rendered not reasonably suitable for the conduct of Tenant's business thereon.

## **16. DEFAULT.**

- A. Events of Default.** A breach of this Lease shall exist if any of the following events (hereinafter referred to as "Event of Default") shall occur:
1. Default in the payment when due of any installment of rent or other payment required to be made by Tenant hereunder, and such default shall not have been cured within ten (10) days after written notice from Landlord;

2. Tenant's failure to perform any other term, covenant or condition contained in this Lease and such failure shall have continued for thirty (30) days after written notice of such failure is given to Tenant;
  3. The sequestration of, attachment of, or execution on, any substantial part of the property of Tenant or on any property essential to the conduct of Tenant's business, shall have occurred and Tenant shall have failed to obtain a return or release of such property within thirty (30) days thereafter, or prior to sale pursuant to such sequestration, attachment or levy, whichever is earlier;
  4. The Tenant or any guarantor of Tenant's obligations hereunder shall generally not pay its debts as they become due or shall admit in writing its inability to pay its debts;
  5. The Tenant or any guarantor of Tenant's obligations hereunder shall commence any case, proceeding, or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seek appointment of a receiver, trustee, custodian, or other similar official for it or for all or any substantial part of its property;
  6. The Tenant or any such guarantor shall take any corporate action to authorize any of the actions set forth in Subsections 4 or 5 above;
  7. Any case, proceeding or other action against the Tenant or any guarantor of the Tenant's obligations hereunder shall be commenced seeking to have an order for relief entered against it as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and such case, proceeding or other action (i) results in the entry of an order for relief against it which is not fully stayed within seven (7) business days after the entry thereof, or (ii) remains un-dismissed for a period of forty-five calendar (45) days.
- B. Remedies.** Upon any Event of Default, Landlord shall have the following remedies, in addition to all other rights and remedies provided by law, to which Landlord may resort cumulatively, or in the alternative:
1. **Recovery of Rent.** Landlord shall be entitled to keep this Lease in full force and effect (whether or not Tenant shall have abandoned the Premises), unless the Lessee suffers a catastrophic illness or death, and to enforce all of its rights and remedies under this Lease, including the right to recover rent and other sums as they become due, plus interest at the rate of Bank of America's or its successor's reference rate plus three percent (3%) per annum from the due date of each installment of rent or other sum until paid. In the case of death or catastrophic illness, Landlord shall

retain the security deposit. A catastrophic illness is defined as a permanent and debilitating condition.

2. Termination. Landlord or Tenant may terminate this Lease by providing 90 (ninety) days advance written notice of termination. Upon the notice of termination, all of Tenant's rights in the Premises shall cease upon the effective date of the notice. Upon the serving of termination notice, Tenant shall, by the effective date, surrender and vacate the Premises in the condition required by Section 28 of this agreement, and Landlord may re-enter and take possession of the Premises and all the remaining improvements or property and eject Tenant or any of Tenant's subtenants, assignees or other person or persons claiming any right under or through Tenant, or eject some and not others, or eject none. This Lease may also be terminated by a judgment specifically providing for termination. Any termination under this Section shall not release Tenant from the payment of any sum then due Landlord or from any claim for damages or rent previously accrued or then accruing against Tenant. In no event shall any one or more of the following actions by Landlord constitute a termination of this Lease:
    - (a) maintenance and preservation of the Premises;
    - (b) efforts to re-let the Premises;
    - (c) appointment of a receiver in order to protect Landlord's interest hereunder;
    - (d) consent to any subletting of the Premises or assignment of this Lease by Tenant, whether pursuant to provisions hereof concerning subletting and assignment or otherwise; or,
    - (e) any other action by Landlord or Landlord's agents intended to mitigate the adverse effects from any breach of this Lease by Tenant.
  3. Damages. In the event this Lease is terminated pursuant to Section 16(B)(2) of this agreement, or otherwise, Landlord shall be entitled to damages as authorized by law.
- 17. INSPECTION OF PREMISES.** Landlord shall keep a set of keys for emergency repairs. Barring an emergency, and upon reasonable advance notice with Tenant's consent, which shall not be unreasonably withheld, Tenant shall permit Landlord and its agents to enter the Premises during reasonable times for the purpose of inspecting the same, performing Landlord's maintenance and repair responsibilities, or posting a notice of non-responsibility for alterations, additions, or repairs. Landlord and its authorized agents and representatives shall have the right throughout the Term of this Lease to enter the Premises at all reasonable times during usual business hours and upon reasonable notice for the purpose of inspecting the same or of exhibiting the same to prospective purchasers or mortgagees, and at any time within one (1) year prior to the expiration of this Lease, for the purpose of showing the same to prospective Tenants/bidders or to place upon the Premises, ordinary "For Lease" signs, provided said signs shall not suggest the Tenant's business is for sale.
- 18. HOLDING OVER.** Should Tenant hold over in possession after the expiration of the original term or any extended term of this Lease, such holding over shall not be deemed to extend the

term or renew the Lease, but the tenancy thereafter shall continue upon the covenants and conditions herein set forth at 150% (one hundred fifty percent) of the monthly rental (Holding Over Rent) of the last expiring term unless a different rental amount is mutually agreed to by the Tenant and Landlord prior to July 31, 2020.

- 19. NOTICES.** Any notices which either of the parties hereto is required or may desire to send or deliver to give to the other party, shall be mailed, certified mail, return receipt requested, postage prepaid, or delivered, with all charges prepaid, to such other party at the address listed below, or to such address as either party may designate to the other from time to time in writing.

Landlord: City Manager  
City of Lemoore  
119 Fox Street  
Lemoore, CA 93245

Tenant: 1629 Chimney Way  
Lemoore, CA 93245  
Attn: Ryan Rocha

The date of service of any such notice mailed as aforesaid shall be deemed to be five (5) days after the date of such mailing, and the date of service of any such notice hand delivered, as aforesaid, shall be deemed to be one (1) day after delivery thereof to the delivery service office.

- 20. ATTORNEYS' FEES.** In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of this Lease, to recover rent or possession of the Premises, to terminate this Lease, or to enforce, protect or establish any term or covenant of this Lease or right or remedy of either party, the prevailing party shall be entitled to recover as a part of such action or proceeding, reasonable attorneys' fees and court costs, including attorneys' fees and costs for appeal, as may be fixed by the court or jury. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

- 21. ASSIGNMENTS AND SUBLETTING.** Tenant may not assign or sublet the whole or any part of the Premises rented to Tenant by this Lease without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion.

- 22. PARKING AND SIGNAGE.** Tenant may use the parking lot surrounding the Premises and may attach signage on the exterior of the Premises with Landlord's written consent, which shall not be unreasonably withheld.

- 23. SUCCESSORS.** This Lease contains all of the covenants, agreements, representations and provisions thereof and shall inure to the benefit of and be binding upon the respective heirs, legal representatives, executors, administrators, successors and assigns of the parties hereto.

- 24. WAIVER.** The waiver of Landlord or Tenant of any breach of any term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.
- 25. TIME IS OF THE ESSENCE.** Time is of the essence for the performance of each term, covenant and condition of this Lease.
- 26. SEVERABILITY AND JURISDICTION.** In case any one or more of the provisions contained herein, except for the payment of rent, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease, but this Lease shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein. This Lease shall be construed and enforced in accordance with the laws of the State of California. In the event of litigation, venue shall lie in a court of competent jurisdiction located in Kings County.
- 27. INTEREST ON PAST DUE OBLIGATIONS.** Any amount due to Landlord not paid when due shall bear interest at the rate of Bank of America's or its successor's reference rate plus three percent (3%) per annum commencing thirty (30) days after the due date, but not to exceed the maximum rate permitted by law. Payment of such interest shall be in addition to any late charges owing pursuant to Section 3(B) of this agreement, and shall not excuse or cure any default by Tenant under this Lease.
- 28. SURRENDER OF THE PREMISES.** On the last day of the term hereof, or on sooner termination of this Lease, Tenant shall surrender to Landlord the Premises and any then existing improvements in good order, condition and repair, reasonable wear and tear excepted, free and clear of all liens, claims and encumbrances. Tenant shall remove from the Premises all of Tenant's personal property, trade fixtures, and any improvements made by Tenant which Tenant and Landlord agreed would be removed by Tenant. All property not so removed shall be deemed abandoned by Tenant. If the Premises are not so surrendered at the termination of this Lease, Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Premises including without limitation, any claims made by any succeeding Tenant or losses to Landlord due to lost opportunities to Lease to succeeding Tenants.
- 29. HAZARDOUS SUBSTANCES.** Landlord and Tenant agree as follows with respect to the existence or use of Hazardous Materials on the Premises including any Improvements made by Tenant.
- A. Definition.** As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Materials" includes, without limitation, petroleum products, asbestos, PCB's, and any material or substance which is (i) listed under Section 9 or defined as hazardous or extremely hazardous pursuant to Article 1 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ii) defined as a "hazardous waste" pursuant to Section (14)

of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. (42 U.S.C. 6903), or (iii) defined as a "hazardous substance" pursuant to Section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. (42 U.S.C. 9601). As used herein, the term "Hazardous Materials Law" shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board, and the California Department of Health Services) which regulates the use, storage, release or disposal of any Hazardous Material.

**B. Hazardous Materials.** Tenant shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Premises and any improvements by Tenant or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office and janitorial supplies (which shall be used and stored in strict compliance with Environmental Laws). Tenant shall comply with all Environmental Laws. Tenant shall be solely responsible for all environmental matters affecting the Premises and any improvements that result from or arise out of Tenant's use, storage, treatment, transportation, release or disposal of Hazardous Materials on, under, about or in the vicinity of the Premises from and after the date of Tenant's initial possession, use, or occupancy of the Premises, whichever came first (the "Date of Tenant Possession").

**C. Responsibility of Tenant.** From and after the Commencement Date, Tenant shall be solely responsible for all environmental matters affecting the Premises and any improvements that result from or arise out of the use, storage, treatment, transportation, release or disposal of Hazardous Materials on, under, about or in the Premises by Tenant, its officers, subtenants, contractors, subcontractors, agents, invitees, employees, or any other person or entity that Tenant causes or permits to enter the Premises from and after the Commencement Date. Tenant shall not be responsible for any Hazardous Materials on, under, about or in the Premises that were present prior to the Commencement Date, unless they were released by Tenant. In the event that Tenant causes any Hazardous Materials to be released, spilled or otherwise exposed through its use and occupancy of the Premises, Tenant shall be solely responsible for all costs associated with the proper handling, mitigation, remediation, and disposal of such Hazardous Materials and all related cleanup.

**30. ENTIRE AGREEMENT.** This Lease constitutes the entire understanding between the parties hereto and no addition to, or modification of, any term or provision of this Lease shall be effective until set forth in writing signed by both Landlord and Tenant.

**31. EXECUTION IN COUNTERPART.** This Lease may be executed in counterparts, which, when taken together, shall constitute one original version of the Lease. Photocopies of this Lease or of execution signatures on this Lease, or copies made by comparable means (including copies made by facsimile), shall be equivalent to originals.

**32. WARRANTY OF AUTHORITY.** Each of the persons signing this Lease represents and warrants that such person has been duly authorized to sign this Lease on behalf of the party

indicated, and each of the parties by signing this Lease warrants and represents that such party is legally authorized and entitled to enter into this Lease.

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**IN WITNESS WHEREOF**, Landlord and Tenant have executed this Lease, through their respective officers or representatives, duly authorized, as of the day and year shown below.

LANDLORD

City of Lemoore

\_\_\_\_\_

By: Andrea Welsh

Title: City Manager

Date: \_\_\_\_\_

TENANT

\_\_\_\_\_

By: Ryan Rocha

Title: Owner

Date: \_\_\_\_\_

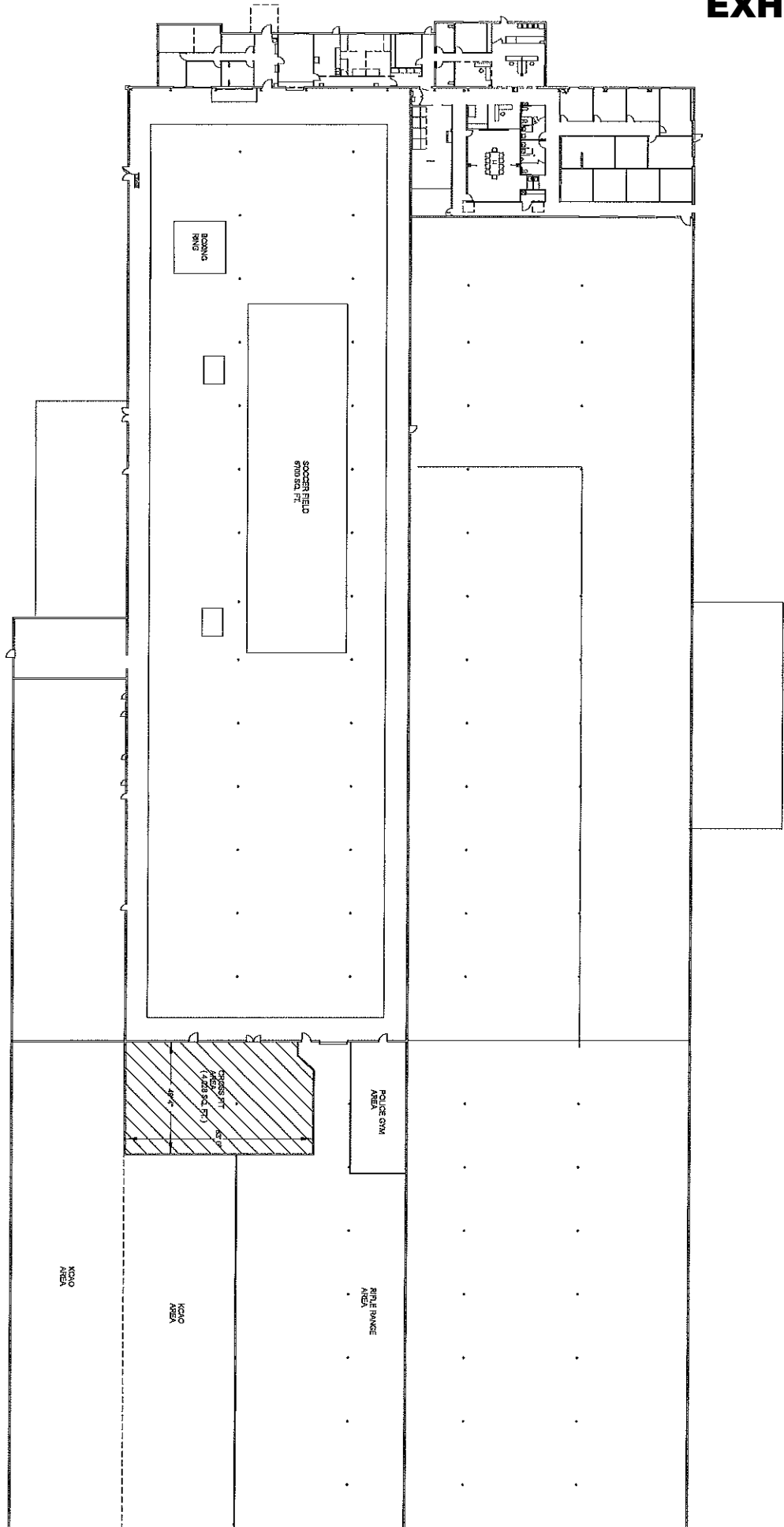
**EXHIBIT A**

Premises

(To be attached)



# EXHIBIT A



## CITY OF LEMOORE CMC RECREATION FACILITY

**Mayor**  
Lois Wynne  
**Mayor Pro Tem**  
Jeff Chedester  
**Council Members**  
Ray Madrigal  
Eddie Neal  
William Siegel



**Office of the  
City Manager**

119 Fox Street  
Lemoore, CA 93245  
Phone (559) 924-6700  
Fax (559) 924-9003

## Staff Report

ITEM NO. 2-8

**To:** Lemoore City Council  
**From:** Andi Welsh, City Manager  
**Date:** January 11, 2016 **Meeting Date:** January 19, 2016  
**Subject:** Appoint a Designee to the Lemoore Canal & Irrigation Company

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**Proposed Motion:**

Approve the appointment of the Public Works Director as an additional corporate proxy to the Lemoore Canal and Irrigation Company.

**Subject/Discussion:**

The City is a corporate shareholder in the Lemoore Canal & Irrigation Company and, as a result, is eligible to vote at the corporate shareholder meeting.

This agenda item is to appoint the Public Works Director as an additional corporate proxy, should the City Manager be unable to serve as the City's proxy.

**Financial Consideration(s):**

None noted.

**Alternatives or Pros/Cons:**

**Pros:**

- Provides an additional eligible City representative.

**Cons:**

- None noted.

**Commission/Board Recommendation:**

Not Applicable.

**Staff Recommendation:**

Staff is recommending the appointment of the Public Works to serve as an additional corporate proxy to the Lemoore Canal and Irrigation Company.

**Attachments:**

- ☐ Resolution
- ☐ Ordinance
- ☐ Map
- ☒ Other Letter

**Review:**

- |   |         |
|---|---------|
| <input type="checkbox"/> Finance                  |         |
| <input checked="" type="checkbox"/> City Attorney | 1/12/16 |
| <input checked="" type="checkbox"/> City Manager  | 1/11/16 |
| <input checked="" type="checkbox"/> City Clerk    | 1/14/16 |

**Date:**

# Lemoore Canal & Irrigation Company

Phone (559) 924-1246

877 West Iona Ave.

Fax (559) 924-1624

P. O. Box 647

Lemoore, CA 93245

December 15, 2015

*City Manager's Office*

CITY OF LEMOORE  
119 FOX STREET  
LEMOORE, CA 93245

DEC 18 2015

**RECEIVED**

CORPORATE SHAREHOLDERS  
Lemoore Canal & Irrigation Company

Gentlemen:

The Lemoore Canal & Irrigation Company Board of Directors has scheduled the time and place of the annual meeting of shareholders for 10:00 a.m, Tuesday, January 12, 2016, at the Civic Auditorium, 435 "C" Street, Lemoore, California.

A Corporate Proxy is required for voting at the annual meeting by shareholders of record who own shares in a corporate status. The proxy on file with the Company names **CITY MANAGER**. Only the **CITY MANAGER** will be entitled to vote the shares of the Corporation unless the proxy is revoked.

Enclosed herewith you will find a Corporate Proxy Form which should be completed **ONLY** in the event the Corporation wishes to change the person designated to vote its shares. The Proxy must be filed at the office of Lemoore Canal & Irrigation Company, 877 West Iona Avenue (P. O. Box 647), Lemoore, California 93245 prior to 9:00 o'clock a.m., Tuesday, January 12, 2016.

Very truly yours,



Wendee Areias  
Office Administrator

Enclosure

**Mayor**  
Lois Wynne  
**Mayor Pro Tem**  
Jeff Chedester  
**Council Members**  
Ray Madrigal  
Eddie Neal  
William Siegel



**Public Works  
Department**

711 W. Cinnamon Drive  
Lemoore, CA 93245  
Phone (559) 924-6740  
Fax (559) 924-6708

## Staff Report

ITEM NO. 2-9

**To:** Lemoore City Council  
**From:** Nathan Olson, Public Works Director  
**Date:** January 7, 2015 **Meeting Date:** January 19, 2016  
**Subject:** Budget Adjustment – Training for Wastewater and Water Certifications

**Proposed Motion:**

Approve a budget adjustment in the amount of \$16,100 for City employee training to prepare employees to obtain certifications for water distribution and water and wastewater treatment.

**Subject/Discussion:**

State and federal laws require the City to have licensed staff operate the City's water distribution and collection system. The City's water system requires a grade two (2) collection operator and a grade three (3) licensed operator for the distribution portion of the water system. A certified operator must be on-site a minimum of three days per week.

The City's licensed operator with the required level of certifications retired at the end of August 2015 and a contracted operator is managing the City's system. Current staff has grade one (1) licenses.

State and federal laws also require the City to have licensed staff operate the City's distribution and collection system. The City's wastewater system requires a grade two (2) operator. Currently three (3) City staff have a grade three (3) license.

The proposed training will help prepare employees to test for higher level certifications, encourage professional development, while enhancing the work force by ensuring operations are not disrupted due to lack of certifications.

The certification process is based on professional experience and/or education.

**Financial Consideration(s):**

Class	Cost Per Employee	Employees	Days	Training Cost	Certification
Water Treatment	\$ 845.00	5	5	\$ 4,225.00	Eligible up to Grade 2
Water Distribution	\$ 845.00	5	5	\$ 4,225.00	Eligible up to Grade 3
Wastewater Treatment	\$ 550.00	3	3	\$ 1,650.00	Prep for certification
Wastewater Collections	\$ 550.00	3	3	\$ 1,650.00	Prep for certification
Exam Fee grade 2	\$ 65.00	3	1	\$ 195.00	Exam

Exam Fee grade 3	\$ 100.00	3	1	\$ 300.00	Exam
Re-exam Fee grade 2	\$ 45.00	2	1	\$ 90.00	Exam
Re-exam Fee grade 3	\$ 70.00	2	1	\$ 140.00	Exam
WW Exam Fee G2	\$ 180.00	2	1	\$ 360.00	Exam
WW Exam Fee G3	\$ 350.00	2	1	\$ 700.00	Exam
<b>Total</b>				<b>\$ 13,535.00</b>	<b>Training</b>
				\$ 2,565.00	Mileage/travel
				<b>\$ 16,100.00</b>	<b>Total</b>

**Pros/Cons:**

**Pros:**

- Ensures the City is compliant with state and federal operational requirements.
- Ensure the City has multiple certifications for operational requirement in water and wastewater divisions.
- An employee with a Water Distribution 3 certification will allow for termination of service contract with California Rural Water.
- Training is funded through the water and wastewater enterprise funds.

**Cons:**

- Outside contractors will be required to operate City systems.

**Commission/Board Recommendation:**

Not Applicable.

**Staff Recommendation:**

It is recommended that Council approve a budget adjustment in the amount of \$16,100 for City employee training to prepare employees to obtain certifications for water distribution and water and wastewater treatment.

**Attachments:**

- ☐ Resolution  
☐ Ordinance  
☐ Map  
☐ Other \_\_\_\_\_

**Review:**

- ☐ Finance  
☒ City Attorney 1/13/16  
☒ City Manager 1/13/16  
☒ City Clerk 1/15/16

**Date:**

**Mayor**  
Lois Wynne  
**Mayor Pro Tem**  
Jeff Chedester  
**Council Members**  
Ray Madrigal  
Eddie Neal  
William Siegel



**Public Works  
Department**

711 W. Cinnamon Drive  
Lemoore, CA 93245  
Phone (559) 924-6740  
Fax (559) 924-6708

## Staff Report

ITEM NO. 2-10

**To:** Lemoore City Council  
**From:** Nathan Olson, Public Works Director  
**Date:** January 7, 2015 **Meeting Date:** January 19, 2016  
**Subject:** Cal Rural Water / Specialized Utility Services Program Contract Extension

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**Proposed Motion:**

Approve a contract extension with Cal Rural Water/Specialized Utility Services Program in an amount not to exceed \$65,000 for up to six additional months of contract water service.

**Subject/Discussion:**

State and federal laws require the City to have licensed staff operate the City's water distribution system. The City's water system requires a treatment license of a grade 3 (T3) and a grade three (D3) distribution license. A certified operator must be on-site a minimum of three days per week.

The City's only licensed operator with the required level of certifications retired at the end of August and the City does not currently have staff with licenses above a grade (D2 & T2) in treatment and distribution. Training has begun and staff currently have the following:

- six (6) with (D1) license;
- one (1) with a (D1 & T1) license;
- one (1) with a (D2 & T2) license;
- one (1) with a (D2) license.

Continuing a contract with Cal Rural Water will provide the legally required on-site management and oversight of the City's water system. This will provide an opportunity for the continued training of existing personnel and advertising for a Water Superintendent replacement.

**Financial Consideration(s):**

The Water Enterprise Fund will cover the cost of the contract extension. There is currently \$43,200 in salary savings projected for the 6 months of fiscal year 2015 due to the vacancy of the Water Superintendent position.

**Pros/Cons:**

**Pros:**

- Ensures the City is compliant with state and federal operational requirements.

*"In God We Trust"*

- Ensures additional time for training current City of Lemoore operators, as well as recruitment for a new water superintendent.
- Continues partnership with Cal Rural Water, as well as their operational expertise to identify gaps and weaknesses in the City's water system.

**Cons:**

- None noted at this time.

**Commission/Board Recommendation:**

Not Applicable.

**Staff Recommendation:**

Approve a contract for service with Cal Rural Water in an amount not to exceed \$65,000.

**Attachments:**

- ☐ Resolution
- ☐ Ordinance
- ☐ Map
- ☒ Other Agreement

**Review:**

- ☐ Finance
- ☒ City Attorney 1/12/16
- ☒ City Manager 1/13/16
- ☒ City Clerk 1/14/16

**Date:**





September 10, 2015

**Scope of Services Agreement  
Contract Operations for City of Lemoore**

This is an Agreement to provide services between California Rural Water Association's (CRWA) Specialized Utility Services Program, 4131 Northgate Blvd., Sacramento, California, 95834, hereinafter referred to as **SUSP**, and City of Lemoore, 119 Fox Street, Lemoore, CA 93245, hereinafter referred to as **City**.

**1. TERM OF AGREEMENT** This Agreement shall take effect on the 21st day of September, 2015 and shall continue in effect for a period of three (3) months, including a three (3) month renewal option, unless terminated by either party prior to the end of this Agreement. In the event the City requires services sooner than the above stated effective date, SUSP will require a minimum of five (5) days' notice.

**2. PURPOSE OF AGREEMENT** The purpose of this Agreement is to provide oversight of the City's water treatment and distribution system. The parties intend that SUSP shall provide the services hereunder to the City as an independent contractor, and not as an employee or as part of any partnership or joint venture. SUSP will determine the means, methods and details of performing the services under this Agreement. SUSP retains the right to perform similar or different services for others during the term of this Agreement. SUSP shall pay all wages, salaries, and other amounts due to its employees in connection with their performance of services under this Agreement and as required by law. SUSP shall, to the extent required by Labor Code Sections 1720, et seq., and 1770, et seq., will pay to its employees rendering services hereunder prevailing wage rates.

**3. SCOPE OF SERVICES** The Scope of Services provided by SUSP to the City shall include onsite day-to-day oversight for the first three (3) months of the contract, after which SUSP shall provide three (3) onsite visits per week for the remainder of the term of the contract:

General Services:

- Operator of Record for the water treatment and distribution systems.
- Onsite day-to-day oversight of the system for the first three (3) months, then three (3) times per week after that initial period.
- Provide a system operations and maintenance assessment report for management within the first sixty (60) days from the start of the contract.
- Provide input and evaluation of current compliance-related, recordkeeping, and plant and/or source operations. Recommendations will be made within the first fifteen (15) days of contract start directly to the systems management.



- Provide liability insurance with the City as named insured.
- Assume the role and liability of the Operator of Record for the system.
- Assume reporting and recordkeeping duties.
- Set-up recordkeeping on an electronic format if not already doing so.
- Provide operator training to existing staff when and where necessary (see the attached training brochure).
- Emergency on-site response during normal business hours.
- Emergency response for after-hour emergencies (separate hourly charge).

*This Scope of Services is based upon our proposal dated September 4, 2015 (see **Attachment 1**)*

**4. STANDARD OF CARE** SUSP expressly represents it is qualified in the field for which Services are being provided under this Agreement and that to the extent Consultant utilizes employees, volunteers or agents, such employees, volunteers or agents are, and will be, qualified in their fields. Consultant also expressly represents that both Consultant and its employees, volunteers or agents, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Consultant shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with all applicable laws and regulations.

**5. INDEMNIFICATION** To the furthest extent allowed by law, SUSP shall indemnify, hold harmless, and defend CITY and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage), and from any and all claims, demands, and actions in law or equity (including reasonable attorney's fees and litigation expense) that arise out of, pertain to, or related to the negligence, recklessness, or willful misconduct of SUSP, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

To the furthest extent allowed by law, CITY shall indemnify, hold harmless, and defend SUSP and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage), and from any and all claims, demands, and actions in law or equity (including reasonable attorney's fees and litigation expense) that arise out of, pertain to, or related to the negligence, recklessness, or willful misconduct of CITY, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

**6. RECORDKEEPING & REPORTS** SUSP shall keep complete records showing the type of Services performed. CITY shall be given reasonable access to the records of SUSP for inspection and audit purposes. CITY will be provided with copies of all State and Federal required documents.



**7. OWNERSHIP AND INSPECTION OF DOCUMENTS** All data, tests, reports, documents, conclusions, opinions, recommendations and other work product generated by or produced for SUSP employees, volunteers or agents in connection with the Services, regardless of the medium, including written proposals and materials recorded on computer discs ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, SUSP shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

**8. CONFIDENTIALITY** All data, reports, conclusions, opinions, recommendations and other Work Product prepared and performed by and on behalf of SUSP in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents and employees who need such confidential information in employees, volunteers or agents to be bound to these confidentiality provisions.


**9. CONFLICTS OF INTEREST** SUSP warrants that neither SUSP nor any of its employees have an interest, present or contemplated, in the Services. Consultant further warrants that neither Consultant nor any of its employees have real property, business interests or income that will be affected by the Services. SUSP covenants that no person having any such interest shall perform the Services under this Agreement. During the performance of the Services, SUSP shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission.

**10. NON-LIABILITY OF OFFICERS AND EMPLOYEES** No officer or employee of City shall be personally liable to SUSP, or any successors in interest, in the event of a default or breach by City for any amount which may become due SUSP or its successor, or for any breach of any obligation under the terms of this Agreement.

**11. CITY RIGHT TO EMPLOY OTHER CONSULTANTS** This Agreement is non-exclusive with SUSP. City reserves the right to employ other consultants in connection with the Services.

**12. POWER TO ACT ON BEHALF OF CITY** SUSP shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

**13. FORM AND SERVICE OF NOTICES** Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the other party shall be in writing and shall be deemed properly delivered, served or given by one of the following methods:

- a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.
  - b. Delivered by e-mail to a known address of the party to whom it is directed, provided the e-mail is accompanied by a written acknowledgment of receipt by the other party. Service shall be deemed the date of written acknowledgment.
- 



- c. Delivery by a reliable overnight delivery service, ex., Federal Express, receipted, addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.
- d. Delivery by deposit in the United States mail, first class postage prepaid. Service shall be deemed delivered seventy-two (72) hours after deposit.

**14. AMENDMENTS AND WAIVER** This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

**15. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS** Consultant shall be responsible for and shall comply with all applicable laws, rules and regulations that are now in effect or may be promulgated or amended from time to time by the Government of the United States, the State of California, Kings County, the City and any other agency now authorized or which may be authorized in the future to regulate the services to be performed pursuant to this Agreement. Consultant represents that it currently has, and will maintain in effect all proper licensing and permits necessary to providing the Services described in Section 3. Scope of Services.

**16. INSURANCE TYPES AND LIMITS** SUSP, at its sole cost and expense, shall procure and maintain for the duration of this Agreement, the following types and limits of insurance:

Type	Limits	Form
Commercial General Liability	\$1,000,000 per occurrence. \$3,000,000 Aggregate	At least as broad as ISO CG 0001 and Property Damage.
Workers Compensation	Statutory limits.	
Employer's Liability	\$1,000,000 per accident.	

If at any time during the life of the Agreement or any extension, SUSP or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to SUSP shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve SUSP of its responsibilities under this Agreement. This phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

**17. TERMINATION OF AGREEMENT** Either party may terminate this Agreement upon receipt of ten (10) days written notice from one party to the other. In the event of such termination, CITY shall pay SUSP consulting fees for all services provided by SUSP prior to the date CITY gives notice of termination.

**18. COMPENSATION** CITY shall compensate SUSP for the services provided under Scope of Services, as outlined above, for a fee of \$10,800.00 per month, payable by the 15<sup>th</sup> of the month, for the first three (3) months of this Agreement; followed by payments of \$7,700.00 per month, payable by the 15<sup>th</sup> of the month, for the remainder of this Agreement. Any additional time or emergency response, provided outside of normal working hours, will be billed at the rate of \$75.00 per hour, per person. To the extent possible, all work will be performed during normal working hours, which term is defined as Monday through Friday between the hours of 8 a.m. and 5 p.m. Any supply purchases by SUSP deemed necessary for the operation of the water distribution and treatment facilities will be reimbursed at cost by CITY. SUSP shall review proposed purchases with City Manager or her designee.

**19. INDEPENDENT CONTRACTOR** In the furnishing of the services provided for herein, SUSP is acting solely as an independent contractor. Neither SUSP, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venture, partner, or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which SUSP shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that SUSP is performing its obligations in accordance with the terms and conditions thereof.

Please sign, date and return this Agreement to:

*SUSP, Inc., 4131 Northgate Boulevard, Sacramento, CA 95834 - Attention: Michelle MacLellan  
via Fax: 916-553-4904 or via Email: mmaclellan@calruralwater.org*

**Specialized Utility Services Program, Inc.**

Date: \_\_\_\_\_

By: 

Title: Dan DeMoss,  
Executive Director

**City of Lemoore**

Date: 11/17/15

By: 

Title: Andrea Welsh,  
City Manager



**City of Lemoore Operations Proposal**

1. Cover Letter
2. Required Standards
3. SUSP Qualifications
  - a. Corporate profile
  - b. Relevant experience
  - c. Additional capabilities
4. General Scope of Services
5. Price Proposal
6. Proposal Summary

Attachment "1"



1. Cover Letter

September 4, 2015

Joe Simonson  
City of Lemoore  
119 Fox Street  
Lemoore, CA 93245

Dear Mr. Simonson,

The Specialized Utility Services Program, Inc. (SUSP) is pleased to provide the following response to your request for a price proposal for oversight of the City of Lemoore's Water Distribution and Treatment operations.

The proposal provides a short review and a Statement of Qualifications (SOQ), as well as pricing for the services as outlined in this proposal and requested during a recent meeting. SUSP has an extensive staff of its own and more are available through California Rural Water Association (CRWA). Qualifications for all available staff can be provided upon request.

The contacts for this project will be myself, as Executive Director of the SUSP program; and Dennis Longhofer SUSP, as Operations Manager.

SUSP is an independent For-Profit Corporation owned by California Rural Water Association. This relationship provides a unique benefit in that SUSP can utilize the experience and relationships that CRWA has built over the last 25 years. Please feel free to contact me regarding this proposal and thank you for the opportunity for this submittal.

Sincerely,

Dan DeMoss  
CRWA/SUSP Executive Director  
4131 Northgate Blvd  
Sacramento, Ca 95834



## 2. Specialized Utility Services Program, Inc. (SUSP) – Required Standards

- The SUSP program is a subsidiary company of California Rural Water Association (CRWA) which was incorporated in 1990. CRWA established the SUSP program in 2012 to answer requests from member and non-member systems for assistance and services that require more time and resources than CRWA can provide through our technical assistance and training programs. The SUSP program is set up to provide services in contract water and wastewater operations, contract utility management, sewer collections system smoke testing, leak detection, system security assessment and training, and a variety of contract management and operator training. SUSP currently provides full and part-time operations and management services to systems located throughout California, including four cities and one Community Services District (CSD). Services are provided to cities and communities ranging in size from 500 to 15,000 in population.
- SUSP operations staff have a combined 150 years' experience in management and operation of both water and wastewater systems. SUSP has worked with major engineering firms such as NV5 and Quad Knopf. NV5 and SUSP are in the process of implementing master plan improvements, including a funding application for an Iron and Manganese removal plant, as well as addressing radiological contamination concerns. SUSP staff has provided start-up services to the new wastewater Treatment facility at the City of San Joaquin, and established standard operating procedures and testing that will keep the city in compliance with new plant permit discharge standards. SUSP staff has established Emergency Response Plans (ERP's) and procedures as needed for all the communities under contract. SUSP staff recently utilized emergency plans during an instance of a complete water lateral-line failure and was able to provide emergency services, and work with local contractors to complete the installation of approximately 1,000 feet of 4-inch water line to replace the failed portion of the system.
- In the area of the City of Lemoore, we would be able to pull in resources from existing SUSP staff and CRWA staff within in your region. SUSP onsite staff will be able to utilize other staff in emergency situations.
- SUSP operations staff have been able to work successfully with State Water Resources Control Board (SWRCB) and Local Primacy Agency (LPA) staff wherever we have worked. SUSP staff have all worked in previous roles with CRWA doing Technical Assistance and Training, and have had extensive networking with the SWRCB.
- SUSP has been able to provide electronic reporting capabilities to several systems that we have contracted with. SUSP staff, in the case of a small CSD, implemented a brand new billing system, and created a system website which gave customers the ability to pay bills online in addition to paying by phone. In doing so, we were able to reduce the number of delinquent accounts dramatically. SUSP staff utilized RVS Utility Billing software as a billing system in that particular case. We have also implemented improved record keeping onsite, and preventive maintenance programs for systems that did not have either at the time we took over the operation of the system. We utilized internal Excel programs for



tracking preventative maintenance in the systems. SUSP also performed Technical, Managerial, and Financial (TMF) capacity assessments utilizing the State's TMF format and program to assist the system in development of the TMF capacity needed for the approval of applications for State and Federal infrastructure funding programs.

- To date, SUSP has not had any OSHA Health or Safety violations. SUSP is proactive in our approach to compliance. Our first step before starting a new contract is to evaluate the current compliance record of the system or city, and then to evaluate any compliance problems, factoring in the severity and rate of occurrence. We will then develop a sampling and reporting schedule for the operator's onsite that ensures compliance based on the timeliness of samples. In the case of inherent water quality problems, i.e. arsenic, SUSP can offer possible solution and treatment ideas for the compliance issue. Our operations staff will provide this information to the City for its use and implementation. SUSP does require that a system with chronic compliance issues regarding water/wastewater quality problems implement a plan for compliance, and will assist the city or district to do so.
- SUSP will utilize the expertise and experience of CRWA training staff to train onsite operations' staff working at the City. The training will be provided onsite, as needed, and will incorporate the City's facilities so the staff is trained.
- SUSP will be able to provide needed liability and property damage coverage for the required amount of \$2,000,000.





### 3. SUSP Operations Staff and Qualifications

#### SUSP Management Staff:

##### SUSP Executive Director: Dan DeMoss

- *May 2006 to present* – California Rural Water Association, Sacramento, CA
  - *Position* – CRWA Executive Director, SUSP Executive Director (2011 – Present)
  - Duties* – Manage day-to-day operations of the Association and its subsidiaries. Ensure contract compliance with 22 field employees and 6 office staff. Answer to a 7 member board and oversee a \$4 million annual budget. Serve as one of three field trainers on-staff to train both water and wastewater operators and managers. Help establish the CRWA training calendar which offers 250-300 days of training per year throughout California. Personally provide training courses in areas such as Emergency Response Planning, Water Shortage Management Plans, Math, Water & Wastewater Certification Review courses, Rates & Rate Structure Training, and Water System Operations & Maintenance.
- *April 2002 – May 2006* – California Rural Water Association, Sacramento, CA
  - *Position* – Federal Programs Director/ EPA Training Specialist
  - Duties* – Provide oversight of all federal programs and their respective contract obligations. Supervise ten field employees and two office staff, and was responsible for a \$1.2 million budget. Provide onsite technical assistance and training to public water and wastewater systems. Provide training on a variety of topics such as Math, Water System Operations & Maintenance, Rates & Rate Structures, Water Treatment and Disinfection, Wastewater Treatment, Water Distribution, and SDWA and Clean Water Act Regulations. Work with system operators onsite performing water system evaluations, and troubleshooting treatment plant and distribution system challenges.
- *March 1998 to Feb 2004* – DeMoss Contracting Services, Oregon
  - *Position* – Owner
- *Feb 1996 to March 1998* – Miox Corporation, New Mexico
  - *Position* – Field Engineer
- *Jan 1990 to Feb 1996* – Oregon Association of Water Utilities (OAWU), Oregon
  - *Position* – Manager

##### SUSP Operations Manager: Dennis Longhofer

- *2012 to present* - Specialized Utility Services Program, Inc., Sacramento, CA
  - *Position* – SUSP Operations Manager
  - Dennis serves as the SUSP Operations Manager. Dennis is a Grade 5 Wastewater Treatment operator, and a Grade 3 Distribution and Water Treatment plant operator. Dennis has over 30 years of experience in the water/wastewater industry.
- *May 2011 - October 2012* - PERC Water, Santa Paula, CA

- *Position* - Operations Manager
- *May 2010 - May 2011* – City of Galt, Galt, CA
  - *Position* - Utilities Superintendent
- *April 2009 – May 2010* - Broadbent and Associates, Inc. (BAI), Reno, NV
  - *Position* – Chief Plant Operator
- *March 2006 - March 2008* - Indian Hills General Improvement District, Carson City, NV
  - *Position* - General Manager
- *June 1977 - March 2006* - South Tahoe Public Utility District (STPUD), South Lake Tahoe, CA
  - *Position* - Operations Supervisor

#### **SUSP Operations Staff:**

##### **SUSP Field Specialist: Michael Lane**

- *2012 to present* – California Rural Water Association, Sacramento, CA
  - *Position* – SUSP Field Specialist  
Michael is a Grade 5 Wastewater treatment plant operator and oversees several contracts for SUSP. Michael has over 30 years of experience in the field and has performed multiple plant start-ups and retrofits.
- *February 2010 – August 2012* - City of Hollister, San Benito County, California
  - *Position* - Project Manager/Plant Supervisor
- *January 2007 – January 2010* - Aquarion Operating Services
  - *Position* - Project Manager
- *November 2002 – December 2006* - City of Bakersfield, Kern County, California
  - *Position* - Wastewater Operations Engineering Manager
- *December 2001 – December 2002* - U.S. Filter-Exxon/Mobil, Torrance, California
  - *Position* - Project Manager
- *August 1998 – November 2001* - Lamont Public Utility District, Kern County, California
  - *Position* - General Manager
- *September 1994 – June 1998* - Terrebonne Parish, Louisiana
  - *Position* - Environmental Coordinator

- *October 1990 – September 1994 - Terrebonne Parish, Louisiana*
  - *Position - Utilities Manager*
- *January 1984 – October 1990 - Houma, Louisiana*
  - *Position - City Utility Engineer*

**SUSP Field Specialist: Julie Seevers**

- *2012 to present - Specialized Utility Services Program, Inc., Sacramento, CA*
  - *Position – SUSP Field Specialist*  
Julie is certified at the Grade 2 level in both Water Treatment and Distribution. Julie has over 10 years of both management and operations experience, and currently manages the normal day-to-day operations of some of the districts we contract operate. She also assists with the compliance reporting of these districts.
- *2010 – 2012 – SDG&E, Alpine, CA*
  - *Position – Project Manager*
- *2001 – 2010 – Jacumba Community Services District, Jacumba, CA*  
*Position – Assistant General Manager/Water Operator*

**SUSP Field Specialist: John Schwartz**

- *2014 to present – California Rural Water Association, Sacramento, CA*
  - *Position – Water Circuit Rider*  
John is a Grade 3 Water treatment and distribution operator as well as a skilled training facilitator. John has over 30 years of experience in the field and is extremely proficient in many treatment and distribution techniques.
- *February 2012 – May 2014 – City of Stockton, CA*
  - *Position – Sr. Water Treatment Plant Operator*
- *September 2009 – July 2011- Water Resources Inc., CA*
  - *Position - Instructor*
- *November 2008 – September 2009 – CH2MHill OMI, CA*
  - *Position – Operator II*
- *July 2003 – July 2008 – City of Helena, Helena, Montana*
  - *Position – Water Production Supervisor*



- *October 1980 – December 2001* - City of Riverside, CA
  - *Position* – Lead Water System Operator
- *February 1977 – June 1985* – U.S. Navy/U.S. Navy Reserve
  - *Position* – Engineman 2

**SUSP Field Specialist: Steve Dominguez**

- *2015 to present* – California Rural Water Association, Sacramento, CA
  - *Position* – Wastewater Circuit Rider/Trainer

Steve is a Grade 5 Wastewater treatment plant operator and has over 20 years of experience in the field providing technical assistance to and overseeing operations of wastewater facilities. Steve is also an experienced training facilitator.
- *2014 – 2015* – Veolia Water/Rio Vista Project
  - *Position* – Assistant Project Manager
- *2007 – 2014* – Delta Diablo Sanitation District, CA
  - *Position* – Plant Manager
- *2004 – 2007* – Central Contra Costa Sanitary District, CA
  - *Position* – Shift Supervisor/Training Coordinator
- *2002 – 2004* – City of West Sacramento, CA
  - *Position* – WWTP Superintendent
- *1998 – 2002* – City of Vacaville, Solano County, CA
  - *Position* – Senior Wastewater Operator
- *1991 – 1998* - Delta Diablo Sanitation District, CA
  - *Position* – Lead Operator III

**SUSP Field Specialist: Pat Conway**

- *2008 to present* – California Rural Water Association, Sacramento, CA
  - *Position* – Wastewater Circuit Rider/Trainer

Pat is a Grade 3 Water treatment and distribution operator, and a Grade 3 Wastewater treatment plant operator with over 20 years of experience in the field providing technical assistance and instruction.
- *2006 – 2008* – Sequoia and Kings Canyon National Park Service, Three Rivers, CA
  - *Position* – Utility Supervisor

- 1995 – 2006 – California Rural Water Association, Sacramento, CA
  - Position – Wastewater Trainer
- 1986 – 1995 – City of Exeter, Exeter, CA
  - Position – Utility Supervisor

#### **SUSP Administrative Staff:**

##### **Technical Assistance Coordinator: Michelle MacLellan**

- 2004 to present - California Rural Water Association/ Specialized Utility Services Program, Inc.
  - Michelle has worked on all facets of the administrative side of CRWA for over 10 years. She routinely assists water systems, in conjunction with CRWA and SUSP field staff, with requests for technical assistance, SUSP services and vendor referrals. She tracks contract deliverables for State Revolving Fund and Federal programs; works with the Controller in performing accounting duties; and performs in a Human Resources capacity. Michelle has provided SUSP with administrative support since 2012, generating reports, proposals and contracts, and invoicing; and performs MHI studies. Michelle has also performed various administrative duties for SUSP contract-operated systems, including Customer Service, billing, Monthly Operations Reports submittals, etc.

##### **Administrative Coordinator: Georgette Lynch**

- 2012 to present - California Rural Water Association/ Specialized Utility Services Program, Inc.
  - Georgette serves as an Administrative Coordinator. She has experience with the various duties on the administrative side of the SUSP operations. Georgette processes, organizes, and analyzes written and numerical data that is collected by her and other SUSP staff, and then generates reports based on that data. Georgette also assists with rate studies and MHI studies, and performs other administrative duties for SUSP contract-operated systems including compiling Board packets and materials for Board of Director meetings.

These are the principals of the SUSP program, and are the staff that our contracts typically utilize as onsite operators for the communities that we serve.

#### **a) SUSP Corporate Profile:**

Specialized Utility Services Program, Inc. is a For-Profit corporation incorporated in the State of California on September 14, 2012. The SUSP program is a subsidiary company of California Rural Water Association (CRWA) which was incorporated in 1990. CRWA established the SUSP program to answer requests from member and non-member system for assistance and services that require more time and resources than CRWA can provide to systems utilizing our technical assistance and training programs. The SUSP program is set up to provide services in contract water and wastewater operations, contract utility management, sewer collections system smoke testing, leak detection, system security assessment and training, and a variety of contract management and operator training. SUSP currently provides full and part-time operations and management services to 4 cities and 1 CSD throughout California.



Our tax identification number is 46-1147856. The principal contact for SUSP is Dan DeMoss, Executive Director. Our location information is:

Specialized Utility Services Program, Inc.  
4131 Northgate Boulevard  
Sacramento, CA 95834  
Telephone: 916-553-4900  
Fax: 916-553-4904

(Please see **Attachment A** for CRWA Organizational Chart for CRWA/SUSP)

**b) Relevant Experience and References:**

SUSP currently has operations contracts with the following districts or cities:

- *City of Red Bluff* – (contract ongoing) SUSP currently has an Operator of Record and training contract with the City. We are responsible for the operation of the City's wells and distribution system, as well as the reporting and compliance of the system.
- *City of San Joaquin* – (contract ongoing) SUSP provides an Operator of Record and onsite operations of the City's water and wastewater system. The wastewater system is an activated sludge facility, commonly referred to as an Oxidation Ditch. We also operate the City's water system and well system with storage facilities, and do all reporting and compliance work.
- *City of Lindsay* - (contract ongoing) SUSP provides an Operator of Record for the City's water and wastewater system, as well as onsite oversight of the City's operations staff. SUSP staff reports to the Public Works Director on a weekly basis. SUSP has assisted the City in implementing an ERP, in addition to working with staff on finding ways to encourage water conservation. SUSP operates the well sites, surface water treatment plant, and the activated sludge wastewater treatment plant. The City also relies on SUSP for all reporting and compliance related to the operations of the facility.
- *City of Huron* – (contract ongoing) SUSP provides operation and management of the City's water and wastewater system, as well as the Public Works Department. SUSP provides staff that performs maintenance and operations, as well as all reporting and compliance. SUSP staff also perform all duties related to Public Works.
- *Descanso Community Services District (DCWD)* – (contract ongoing) SUSP provides operation and management of the District, and performs all the functions of the District on a day to day basis. DCWD is a community with 330 connections located just outside of Alpine, California. SUSP reads meters, does all billing, mailings, and record-keeping functions, as well as maintains the customer service phone lines and communications during normal business hours. SUSP provides emergency response in all aspects of the

operation of the District, as well as applies for grants and loans on behalf of the District in support of the system's master plan and compliance-related needs of the District.

- *Graton CSD* – (contract ongoing) SUSP provides interim General Manager and Chief Plant Operator services, including oversight of plant operations, wastewater treatment and collection systems.
- *Limoneira Company* – (contract ongoing) SUSP provides Operator of Record services and onsite operation of Limoneira's wastewater treatment plant. Services include all reporting and compliance, and Operator in Training oversight.
- *St. Helena's Hospital* – (contract ongoing) SUSP provides Operator of Record services and oversight of the Hospital's wastewater facility. Services include all reporting and compliance, and Operator in Training oversight.
- *Fee for Services contracts* – SUSP currently has multiple contracts to provide fee-for-services in areas such as Leak Detection/Line Location, Rate studies, MHI Studies, and Operator Training.

#### c) Additional Capabilities

SUSP provides multiple services for water systems. These services include Leak Detection and Line Location, Rate Studies, and Median Household Income (MHI) Studies. We also provide water and sewer plant evaluations, smoke testing for sewer collection systems, and energy efficiency evaluations for facilities. SUSP will provide loan and grant application services to those systems that do not qualify for assistance from the State or current CRWA programs. SUSP provides operation and management training via the Academy of Water Education (AWE) for Continuing Education Units and California-required contact hours.

Through CRWA's Preferred Provider Program, SUSP can offer engineering services with one of our Preferred Providers. These services are separate from the contract and could be provided to the City for prices not included in the contract operations service.



#### 4. City of Lemoore Contract Scope of Services

##### General Services:

SUSP will provide the following Services in the scope of work:

- Operator of Record for the water treatment and distribution systems.
- Onsite day-to-day oversight of the system for the first three (3) months, then three (3) times per week after that initial period.
- Provide a system operations and maintenance assessment report for management within the first sixty (60) days from the start of the contract.
- Provide input and evaluation of current compliance-related, recordkeeping, and plant and/or source operations. Recommendations will be made within the first fifteen (15) days of contract start directly to the systems management.
- Provide liability insurance with the City as named insured.
- Assume the role and liability of the Operator of Record for the system.
- Assume reporting and recordkeeping duties.
- Setup recordkeeping on an electronic format if not already doing so.
- Provide operator training to existing staff when and where necessary (see the attached training brochure).
- Emergency on-site response during normal business hours.
- Emergency response for after- hour emergencies (separate hourly charge).





5. City of Lemoore Contract Price Proposal

SUSP will provide the General and Direct services as outlined under the proposal Scope of Services. We will provide onsite operators at appropriate certification levels, with supervision and direct responsible charge being taken on by the designated SUSP Operations Supervisor. SUSP will provide appropriate weekend coverage for the system as well.

*Contract Pricing*

	Per Month
First 3 months	\$10,800.00
Remainder of Contract: 2-3 days per week	\$7,7000.00

6. Proposal Summary

This is a price proposal and a more formal contract will be submitted upon an agreement on this proposal. We are flexible in providing services, so please feel free to discuss any aspect of this price proposal with me for clarification. If you would like to see changes in the scope of services we will be glad to discuss any ideas or options that you might want to bring to the table. This proposal was put together at the request of the City Manager. Please understand that this is a price proposal and that final contract documents will reflect more specific terms. If you are in agreement with this price proposal and Scope of Services, please sign, date and return this proposal to:

SUSP, Inc., 4131 Northgate Boulevard, Sacramento, CA 95834 - Attention: Michelle MacLellan  
via Fax: 916-553-4904 or via Email: mmaclellan@calruralwater.org

X


  
City of Lemoore: Joe Simonson

11/17/15

Date

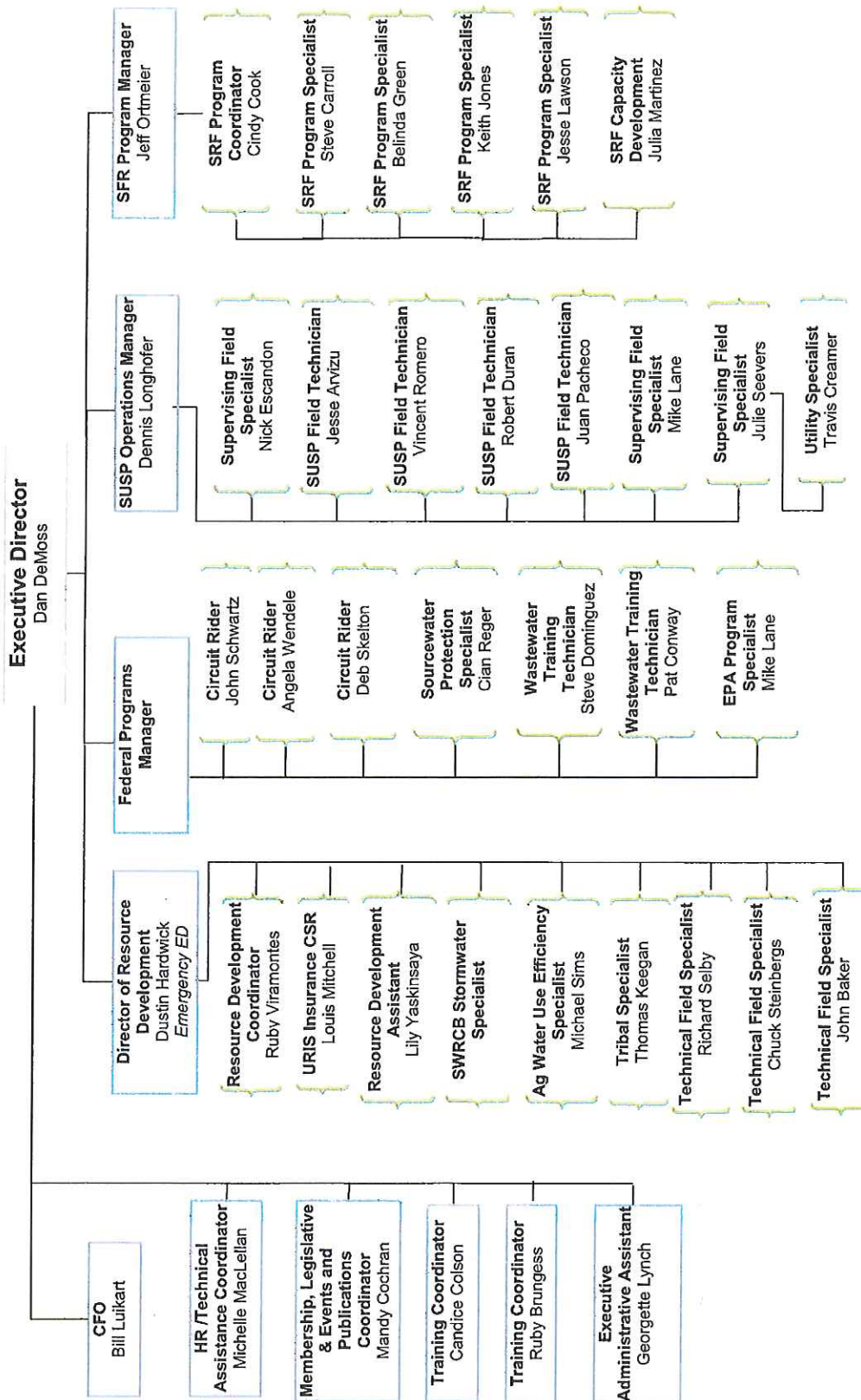
X


  
SUSP, Inc: Dan DeMoss,  
Executive Director

11/17/15

Date

# 2015 CRWA/SUSP Organizational Chart



Attachment "A"

**Mayor**  
Lois Wynne  
**Mayor Pro Tem**  
Jeff Chedester  
**Council Members**  
Ray Madrigal  
Eddie Neal  
William Siegel



**Public Works  
Department**

711 W. Cinnamon Drive  
Lemoore, CA 93245  
Phone (559) 924-6740  
Fax (559) 924-6708

## Staff Report

ITEM NO. 2-11

**To:** Lemoore City Council  
**From:** Nathan Olson, Public Works Director  
**Date:** January 12, 2015 **Meeting Date:** January 19, 2016  
**Subject:** Water Rate Study Contract Approval with Interstate Gas Services, Inc. Consultants and Budget Adjustment for Fiscal Year 2014/15 Budget

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**Proposed Motion:**

Approve budget adjustment in the amount of \$23,800 for consulting services with Interstate Gas Services, Inc. related to the City's Water Enterprise Funds and authorize the City Manager to execute the agreement.

**Subject/Discussion:**

Staff has been in contact with Interstate Gas Services, Inc. (IGS) to perform a complete water rate study for the purpose of recommending water rate structure and to provide an overall recommendation regarding the Water Enterprise Funds.

The consultant will be asked to work with our Finance Director to craft a water rate study and cost-recovery model that funds the current and long term costs for Water operations and capital maintenance and replacement, as well as complies with the City's fiscal policies and long term financial plan currently under development.

As part of the study, IGS will work with the Finance Director to consider the feasibility of the City's tiered rate structure and rate classes consistent with cost of service methodology for residential, multi-family, commercial, schools, and industrial customers.

Additionally, the City's Alternative Compliance Order issued October 2, 2015 by the State Water Resources Control Board, states the City shall immediately pursue a rate study in compliance with California Proposition 218, with the goal of implementing a water rate structure that encourages conservation as well as discouraging waste or overuse. The City shall initiate the public notice period of the proposed change in rate structure by March 31, 2016.

**Financial Consideration(s):**

The \$23,800 (rounded to nearest hundred) is to be paid from the Water Enterprise Fund budget account number 050-4250-4310.

**Pros/Cons:**

Pros:



## **LETTER AGREEMENT FOR CONSULTATIVE SERVICES**

This Letter Agreement sets forth the agreement and understanding between the City of Lemoore and Interstate Gas Services, Inc. (IGService and IGS), for the purpose of IGS providing consulting assistance related to Lemoore's enterprise funds.

### **SCOPE OF SERVICES:**

IGS shall provide consulting support to Lemoore's enterprise funds as directed by the city manager. The initial task shall be to perform a cost of service study on the water system for the purpose of determining rates that are fair and equitable according to California law, specifically the requirements of Proposition 218. Additional work may follow for other enterprise funds as directed by the city manager and agreed to by IGS.

The water enterprise cost of service study shall leverage on work already done by previous contractors where possible and helpful. Additionally, IGS specific work product shall include:

1. Categorization of costs to operate (electricity, personnel, chemicals, vehicles, maintenance, etc.)
2. Calculation of lost and unaccounted for water, including an assessment of the volume of water delivered to customers without water meters
3. General assessment of the scope, cost, and benefit of completing installation of meters
4. Investigation, analysis, and facilitation of resolution with special situations such as a customer that paid for installation of water well, but city operates well
5. Consideration of the cost of planned capital improvement projects (CIP) and funding options
6. Review of existing bond debt for opportunity to refinance
7. Support with issuance of new bond debt and grants, as requested
8. Revenue requirement and rates shall be shown for at least two scenarios dependent upon the extent of planned CIP projects
9. Determination of customer classes (residential, commercial, industrial, schools, etc.)
10. Allocation of water deliveries by customer class
11. Assignment of operating costs to each customer class
12. Creation of rate options, balanced between fixed and variable costs
13. Comparison of existing revenue and rates by customer class to proposed revenue and rates
14. Comparison of existing and proposed average residential cost in Lemoore to nearby communities
15. The finalized Excel workbook used to develop the cost of service results (AWWA methodology)
16. PowerPoint slides and presentations to the city council as necessary to move process forward.

17. A written report for distribution to the city council and public, subject to review and approval of the city manager.
18. Proposition 218 rate notice for legal review and approval
19. Participation in media communication
20. Available to individual city council members and general public, as requested by city manager
21. Participation in Rate Hearings

Before work proceeds for the above items, the city manager and IGS shall agree on a detailed timeline and budget, including specified milestones for progress. Thereafter, IGS shall remain in frequent contact with city manager regarding progress. City manager shall facilitate access by IGS to billing records (including importable database format), city personnel, financial reports, system drawings, and public works tours of system infrastructure, as needed to complete work.

#### **FEES AND BILLING:**

As principal consultant, Dan Bergmann of IGS shall perform the primary role for Lemoore. Some administrative work may be performed by support staff at the home office. Billing statements shall show detail of work, including hours and tasks by specific day.

##### **Consulting Fee:**

Principal Rate:	\$150 per hour
Support Rate:	\$60 per hour

##### **Expenses:**

Mileage:	\$0.54 per mile (2016) or current IRS maximum
Travel:	\$75 per hour
Lodging:	Not to exceed \$150 per night
Meals:	Not applicable

#### **TERM:**

This Agreement commences as of full execution and shall be ongoing until terminated by either party on 30 days written notice.

#### **INDEPENDENT CONTRACTOR:**

In performing under this Agreement, IGS shall act at all times as an independent contractor. IGS shall not make any commitment or incur any charge or expense in the name of Lemoore, unless explicitly authorized to do so by the Lemoore city manager or city council as appropriate.

IGS expressly agrees, acknowledges, and stipulates that neither this Agreement nor the performance of its obligations or duties thereunder shall ever result in IGS, or anyone employed by IGS, being:

- A. An employee, agent, servant or representative of Lemoore; or
- B. Entitled to any benefits from Lemoore, including, without limitation, pension, profit sharing, accident insurance, or health, medical, life, or disability insurance benefits or coverage, to which employees of Lemoore are entitled.

The sole and only compensation and/or benefit of any nature to which IGS shall be entitled are the payments provided for herein. Lemoore shall have no direction or control of IGS or its employees and agents except in the results to be obtained subject to Lemoore's right to review/inspect the services. The actual performance and supervision of all services shall be by IGS, but the services shall meet the approval of Lemoore.

#### **SOCIAL SECURITY AND WAGE TAX LIABILITY/WORKER'S COMPENSATION INSURANCE:**

IGS agrees to pay timely and to accept exclusive liability for the payroll taxes, contributions for unemployment compensation insurance, old age benefits, social security, and any other payments now or hereafter imposed by the Government of the United States or by any state or political subdivision thereof, which are measured by the wages, salaries or other remuneration paid to IGS employees. IGS agrees to indemnify Lemoore and save it free and harmless from and against any and all taxes, contributions, and/or payments imposed by law upon IGS. IGS will at all times carry and provide worker's compensation insurance coverage for its employees.

#### **ASSIGNMENTS AND SUBCONTRACTS:**

This Agreement and all duties and obligations described hereunder are personal in nature. Accordingly, IGS shall not assign this Agreement or any portion thereof or subcontract to another party, unless explicitly authorized to do so by the Lemoore city manager.

#### **PAYMENT:**

IGS shall bill Lemoore on a monthly basis for work completed. Lemoore shall pay bills from IGS within 30 days after receipt.

#### **CONTACT INFORMATION:**

Communication between IGS and Lemoore shall be directed to the address and contact information shown below. Formal communication and notices shall be in written form. The parties accept email as a communication tool.

City of Lemoore

City of Lemoore  
119 Fox Street  
Lemoore, CA 93245  
Attn: Andrea Welsh  
City Manager  
Phone: (559) 924-6700  
Email: [awelsh@lemoore.com](mailto:awelsh@lemoore.com)


IGService

IGService  
15 Shasta Lane  
Walnut Creek, CA 94597  
Attn: Dan Bergmann  
Cell: 925-899-2578  
Email: [dan@igservice.com](mailto:dan@igservice.com)

**ATTORNEYS FEES:**

In the event either party commences legal action in the courts or in arbitration to enforce or interpret any of the terms of this Agreement, the prevailing party in such action shall be entitled to an award of its reasonable attorney's fees and costs.

**INDEMNITY:**

City shall defend, indemnify and hold harmless IGS, its employees and agents from all claims, liabilities and actions filed against the City in the courts or in arbitration or otherwise, which result from the City's actions hereunder. Specifically, City shall pay any legal costs incurred by IGS resultant of legal action taken against IGS by any entity associated with IGS' financial analysis and rate-setting work for City. 

If the above conditions and terms meet with your approval, please sign below.

**CITY OF LEMOORE**

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

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

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

**INTERSTATE GAS SERVICES, INC.**

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

Dan Bergmann  
Principal  
IGService



IGS Estimated Budget for Cost of Service Rate Study				
Labor	Hrs	Rate	Total	Subtotals
<b>Public Works/Field:</b> Tour water system to view infrastructure, familiarize with community, and see largest customers. Study water system maps. Investigate metering status, including reading methodology.	4	150	\$600	
<b>Historical revenue and operating costs:</b> Develop comparison table showing last three years (FY13, 14, 15) actual costs to operate water enterprise. Confirm revenue shown from billing system to audited statements. Include FY16 projected revenue/cost based on drought conditions. Confirm debt service burden, covenants, and terms. Identify fund transfers and payback structure. Reconcile to audited statements. Will include meeting time with Finance Director.	12	150	\$1,800	
<b>Funds Available:</b> Review Balance Sheet and Impact Funds available. Confirm funds available to Water Enterprise for capital projects. Current Assets, Impact Fees, or other.	2	150	\$300	
<b>Unbilled and Lost water:</b> Calculate water system balance by month at least last 12 months comparing water production to water billed. Provide separate report and Excel workbook showing data.	6	150	\$900	
<b>Customer Classes, including data processing:</b> Determine and assign customers to classes. Allocate water volumes sold to customer classes. Based on database-friendly export from billing system of all billing cycles last 12 months.	8	150	\$1,200	
<b>Capital Improvement Projects:</b> Work with public works director and city manager to establish scenarios for projects that must be completed within three to five years, and estimated cost of each project. Prioritize projects. Evaluate funding options (pay as go, grant, bonds). Determine at least two options to present to city council, and associated rate impact.	24	150	\$3,600	
<b>Water Meters:</b> Develop planning scope and cost to complete water meter installation, including benefit analysis. Include review of meter reading methodology, opportunity for improvement.	8	150	\$1,200	
<b>Assign Operating Costs:</b> Use AWWA cost of service model to assign operating costs to each customer class	4	150	\$600	
<b>Cost of Service Factors:</b> Allocation factors by customer class: Volume, capacity, fire protection, billing/customer services, and peaking	4	150	\$600	

<b>New Rates:</b> Create Rate Options meeting revenue requirement in each class, including scenarios with CIP options. Provide comparison to old rates, and cost differences by class. Methodology for allocation of fixed vs volumetric components.	8	150	\$1,200	
<b>Comparison to other communities:</b> Prepare Rate Table and Bar Chart showing present and proposed rates to other communities based on a typical residential customer	4	150	\$600	
<b>Council Workshop #1:</b> Prepare slides, attend meeting and provide presentation.	4	150	\$600	
<b>Prop 218 Notice Preparation</b>	2	150	\$300	
<b>Formal Report:</b> Prepare for city council and public distribution	12	150	\$1,800	
<b>Council Workshop #2:</b> Prepare slides, attend meeting and provide presentation.	6	150	\$900	
<b>Public/Media (as needed):</b> Preparation of written materials for distribution to the public such as mailers and newspaper articles. Preparation and participation in community meetings.	8	150	\$1,200	
<b>Council Meeting #3:</b> Rate Hearing: Prepare slides, attend meeting and provide presentation	6	150	\$900	
<b>Subtotals</b>	<b>122</b>			<b>\$18,300</b>
<b>Expenses (Assuming seven visits)</b>				
1 Driving Time	6	75	\$450	
1 Mileage	380	0.54	\$205	
1 Lodging per night, if two consecutive days work			\$125	
2 Combined Driving, Mileage, and Lodging			\$780	
3 Combined Driving, Mileage, and Lodging			\$780	
4 Combined Driving, Mileage, and Lodging			\$780	
5 Council Workshop Introduction: Combined Driving, Mileage, and Lodging			\$780	
6 Council Workshop 218 Approval: Combined Driving, Mileage, and Lodging			\$780	
7 Council Rate Hearing: Combined Driving, Mileage, and Lodging			\$780	\$5,461
<b>Total Estimated Cost</b>			<b>\$23,761</b>	<b>\$23,761</b>



EDMUND G. BROWN JR.  
GOVERNOR



MATTHEW RODRIGUEZ  
SECRETARY FOR  
ENVIRONMENTAL PROTECTION

## State Water Resources Control Board

October 2, 2015

*(Via Electronic Mail and Certified Mail)*

**CERTIFIED MAIL**

**NO: 7015 0640 0006 0950 4599**

Mr. Joe Simonson  
Interim Public Works Director  
City of Lemoore  
119 Fox Street  
Lemoore, CA 93245  
[jsimonson@lemoore.com](mailto:jsimonson@lemoore.com)

**SUBJECT: ENFORCEMENT ACTION: ISSUANCE OF ALTERNATIVE COMPLIANCE ORDER**

Mr. Simonson:

On May 5, 2015, the State Water Resources Control Board (State Water Board) adopted Resolution 2015-0032, an Emergency Regulation for Statewide Urban Water Conservation (Emergency Regulation) pursuant to Water Code section 1058.5. The Emergency Regulation became effective on May 18, 2015. Among other things, the Emergency Regulation is designed to achieve the 25 percent statewide potable water usage reduction through February 2016 ordered by Governor Brown in his April 1, 2015 Executive Order.

The Emergency Regulation requires each urban water supplier to "reduce its total potable water production by the percentage identified as its conservation standard." California Code of Regulations, title 23, section 865(c)(1).

If an urban water supplier believes that the applicable conservation standard is unachievable due to firm commercial and industrial water use, or residential use reductions would affect public health and safety, paragraph 16 of Resolution 2015-0032 allows an urban water supplier to submit a request, accompanied by supporting information or documentation, for alternate enforceable methods of compliance with the conservation standard.

The City of Lemoore submitted a request for alternative compliance. After reviewing the documentation submitted, the State Water Board has determined that an Alternative Compliance Order is warranted.

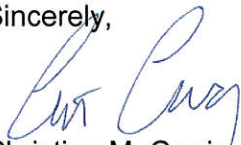
I am issuing you an Alternative Compliance Order under section 866(a) of the Emergency Regulations. Please see the enclosed order.

FELICIA MARCUS, CHAIR | THOMAS HOWARD, EXECUTIVE DIRECTOR

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, CA 95812-0100 | [www.waterboards.ca.gov](http://www.waterboards.ca.gov)

If you have questions, please contact Dr. Matthew Buffleben at (916) 341-5891, or by email at [Matthew.Buffleben@waterboards.ca.gov](mailto:Matthew.Buffleben@waterboards.ca.gov).

Sincerely,



Christian M. Carrigan, Director  
**Office of Enforcement**

Enclosure

cc: *(via email only, with enclosure)*

Mr. Rick Joyner  
City Engineer  
City of Lemoore  
[RickJ@quadknopf.com](mailto:RickJ@quadknopf.com)

Dr. Matthew Buffleben, Chief  
Special Investigations Unit  
[Matthew.Buffleben@waterboards.ca.gov](mailto:Matthew.Buffleben@waterboards.ca.gov)

STATE OF CALIFORNIA  
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY  
STATE WATER RESOURCES CONTROL BOARD

**OFFICE OF ENFORCEMENT**

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**ALTERNATIVE COMPLIANCE ORDER**

In the Matter of Urban Water Conservation by

**The City of Lemoore**

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1. On January 17, 2014, Governor Edmund G. Brown Jr. (Governor Brown) issued Proclamation No. 1-17-2014, declaring a State of Emergency to exist in California under the Emergency Services Act due to severe drought conditions. The Proclamation, among other things, called on all Californians to reduce their water usage by 20 percent.
2. On April 25, 2014, Governor Brown issued a Proclamation of a Continued State of Emergency due to drought conditions, based on the need to strengthen the state's ability to manage water and habitat effectively in drought conditions.
3. On April 1, 2015, Governor Brown issued Executive Order B-29-15 (Executive Order) to strengthen the state's ability to manage water and habitat effectively in drought conditions. The Executive Order calls on all Californians to redouble their efforts to conserve water, and directs the State Water Resources Control Board (State Water Board) to impose restrictions on urban water suppliers to achieve a statewide 25 percent reduction in potable urban water usage through February 2016. The Executive Order further requires commercial, industrial, and institutional users to implement water efficiency measures; prohibits irrigation with potable water of ornamental turf in public street medians; and prohibits irrigation with potable water outside newly constructed homes and buildings that is not delivered by drip or microspray systems.
4. On May 5, 2015, the State Water Board adopted Resolution 2015-0032, an Emergency Regulation for Statewide Urban Water Conservation (Emergency Regulation) pursuant to Water Code section 1058.5. The Emergency Regulation adds a new section to title 23 of the California Code of Regulations intended to safeguard urban water supplies in the event of continued drought, minimize the potential for waste and unreasonable use of water, and achieve the 25 percent statewide potable water usage reduction ordered by Governor Brown in the Executive Order. The Emergency Regulation was approved by the Office of Administrative Law and became effective on May 18, 2015.
5. The Emergency Regulation requires each urban water supplier to "reduce its total potable water production by the percentage identified as its conservation standard." California Code Regulations, title 23, section 865(c)(1).
6. Section 865(b)(2) requires urban water suppliers to prepare and submit to the State Water Board by the 15th of each month a monitoring report detailing the total amount of potable water produced compared to the amount produced in the same calendar month in 2013.
7. Section 866(a) allows the Executive Director of the State Water board, or the Executive Director's designee, to issue conservation orders requiring additional actions by the supplier to come into compliance with its conservation standard. Section 866(b) allows the Executive Director of the State Water Board, or the Executive Director's designee, to issue orders requesting information from the supplier concerning water production, water use and/or water conservation. State Water Board Executive Director Thomas Howard has delegated authority under sections 866(b) to State Water Board Chief Deputy Director Caren Trgovcich, who in turn has delegated these authorities to Director of the State Water Board's Office of Enforcement Christian Carrigan.

8. If an urban water supplier believes that the applicable conservation standard is unachievable due to firm commercial and industrial water use and residential use reductions that would affect public health and safety, paragraph 16 of Resolution 2015-0032 allows an urban water supplier to submit a request, accompanied by supporting information or documentation, for alternate enforceable methods of compliance with the conservation standard.
9. The drought conditions that formed the basis for the Executive Order and Emergency Regulations continue to exist and will likely continue to exist for the foreseeable future.
10. The City of Lemoore (the City) has a conservation target, pursuant to section 865(c), of 32 percent savings over its water usage in 2013. The City is cumulatively 12.1 percent behind its conservation standard.
11. On August 7, 2015 the State Water Board Office of Enforcement issued an Informational Order pursuant to its authority outlined in section 866(b) of the Emergency Regulations to determine what actions the City had taken to comply with its conservation standard.
12. The City submitted a request for alternative compliance. After reviewing the documentation submitted, the State Water Board has determined that an Alternative Compliance Order is warranted. This Order is issued under section 866(a).
13. In lieu of meeting the applicable conservation standard, the State Water Board mandates that the City take the actions described below.
14. Recipients of Alternative Compliance Orders pursuant to Resolution 2015-0032 may petition the State Water Board for reconsideration. (Water Code § 1122; 23 CCR §§ 768 et seq., 866(a)(2))

**IT IS HEREBY ORDERED:**

1. This Order is effective on the date shown below. All submittal requirements are based on the effective date of this Order.
2. The City shall:
  - (A) Immediately pursue a rate study in compliance with California Proposition 218, with the goal of implementing a water rate structure that encourages conservation as well as discouraging waste or overuse. The City shall initiate the public notice period of the proposed change in rate structure by March 31, 2016.
  - (B) Prominently display the following items on the home page of the City's website:
    - i) A water waste reporting phone number and email address,
    - ii) A link to <http://saveourwaterrebates.com>.
  - (C) Identify, within thirty (30) days, the City's highest residential water users and conduct outreach to that group of water users that includes, but is not limited to offering at least seven (7) water use audits per month. As part of each audit, estimate and report on the amount of water that will be saved by implementing each recommendation. The City shall maintain communications with audited customers and document which audit recommendations are implemented,
  - (D) Develop a plan, within thirty (30) days, for engaging with Leprino, Agusa, and Olam to maximize water efficiency. The plan shall include, but is not limit to the following actions:
    - i) Identify specific actions that will be taken to work with Leprino, Agusa, and Olam in the following areas:
      - (1) Recycled wastewater,
      - (2) Process efficiency programs,



- (3) Fixtures and landscaping,
  - ii) Offer water efficiency audits. As part of each audit, estimate and report on the amount of water that will be saved by implementing each recommendation. Maintain communications with audited customers to document which audit recommendations are implemented,
  - iii) Establish a timetable and milestones for implementing each action identified in the plan,
  - iv) Estimate the water savings that will be realized by implementation of the plan,
  - (E) Identify, within thirty (30) days, the top twenty-five (25) commercial, industrial, and institutional (CII) users other than Leprino, Agusa, and Olam and develop a plan for offering water use audits to those users. As part of each audit, estimate and report on the amount of water that will be saved by implementing each recommendation. The City shall maintain communications with audited customers and document which audit recommendations are implemented,
  - (F) Hire or allocate one (1) new or existing part-time employee dedicated to implementing the outreach to the CII sector within sixty (60) days, and
  - (G) Diligently pursue the opportunity of receiving approximately 150,000 gallons per day of recycled water from Leprino to be used for construction dust control and other possible uses.
3. The City shall continue to report the monthly conservation data required for all water suppliers pursuant to section 865(b)(2) of the Emergency Regulation.
4. The City shall develop and submit a report by November 15, 2015, and every month afterward until February 15, 2016, detailing the previous month's efforts to comply with each of the mandates listed above in section 2. The report shall be submitted via email to Dr. Matthew Buffleben, at [Matthew.Buffleben@waterboards.ca.gov](mailto:Matthew.Buffleben@waterboards.ca.gov), no later than the 15th of the month, for every month within the reporting period.
5. The City is required to take the actions mandated above. Failure to comply with this Order subjects the party to enforcement action including, but not limited to, civil liability of up to \$500 per day for each day the violation continues pursuant to Water Code section 1058.5.
6. Reservation of Enforcement Authority and Discretion: Nothing in this Order is intended to or shall be construed to limit or preclude the State Water Board from exercising its authority under any statute, regulation, ordinance, or other law, including, but not limited to, the authority to bring enforcement against water suppliers who are in violation of Water Code section 1052, the Emergency Regulations or any applicable law.

STATE WATER RESOURCES CONTROL BOARD



*Christian M. Carrigan, Director  
Office of Enforcement*

Dated: October 1, 2015

**Mayor**  
Lois Wynne  
**Mayor Pro Tem**  
Jeff Chedester  
**Council Members**  
Ray Madrigal  
Eddie Neal  
William Siegel



**Office of the  
City Manager**

119 Fox Street  
Lemoore, CA 93245  
Phone (559) 924-6700  
Fax (559) 924-9003

## Staff Report

ITEM NO. 2-12

**To:** Lemoore City Council  
**From:** Andi Welsh, City Manager  
**Date:** January 13, 2016 **Meeting Date:** January 19, 2016  
**Subject:** San Joaquin Valley Water Infrastructure Authority Appointment

---

**Proposed Motion:**

Appoint Mayor Wynne as the City of Lemoore's representative to the San Joaquin Valley Water Infrastructure Authority to nominate and select city representatives for the Authority.

**Subject/Discussion:**

With the passage of the California Water Bond Act in 2014, it has become necessary for the five counties comprising the central San Joaquin Valley (Merced, Madera, Fresno, Kings, Tulare) to form a new public entity via a Joint Powers Agreement (JPA) that would serve as the administrative entity for the five county region in the implementation of the provisions of the Water Bond. This new entity is known as the San Joaquin Valley Water Infrastructure Authority (SJWVIA). It will be comprised of a member from each of the five counties, two cities, two water districts, a tribe, and an at-large member, all from within the five county region, for a total of eleven members. The primary role of the SJWVIA will be to stay engaged with the implementation of the Water Bond and advocate for funding of the Temperance Flat Dam project, as well as monitoring the process to ensure that the central San Joaquin Valley's disadvantaged communities water quality and quantity issues are addressed.

To date, each of the five Counties have approved entering into the JPA. A representative to the SJWVIA is required in order to nominate and select two east side and west side city representatives to the SJWVIA JPA.

**Financial Consideration(s):**

None noted.

**Alternatives or Pros/Cons:**

**Pros:**

- Representative on the SJWVIA.

**Cons**

- None noted.



**Commission/Board Recommendation:**

Not Applicable.

**Staff Recommendation:**

Appoint Mayor Wynne as the City of Lemoore's representative to the San Joaquin Valley Water Infrastructure Authority to nominate and select city representatives for the Authority.

**Attachments:**

- ☐ Resolution
- ☐ Ordinance
- ☐ Map
- ☒ Other JPA creating SJVWIA

**Review:**

- ☐ Finance
- ☒ City Attorney 1/13/16
- ☒ City Manager 1/13/16
- ☒ City Clerk 1/14/16

**Date:**

1                   **JOINT EXERCISE OF POWERS AGREEMENT**  
2                                   **CREATING**  
3                   **THE SAN JOAQUIN VALLEY WATER INFRASTRUCTURE**  
4                                   **AUTHORITY (SJVWIA)**  
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10           **EFFECTIVE DATE: \_\_\_\_\_, 2015**  
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1 considering the execution of a Participation Agreement among the SJVWIA and such other public agencies  
2 that would permit such other public agencies to participate in the grant formation and solicitation process in  
3 the future, provided that such other public agencies make financial commitments similar to those made by  
4 the Parties in connection with this Agreement, as provided herein.

5 **NOW THEREFORE**, in consideration of their mutual promises, covenants and conditions, hereinafter  
6 set forth, the sufficiency of which is acknowledged, the Parties agree as follows:

## 7 8 **ARTICLE I**

### 9 **DEFINITIONS**

10 **"SJVWIA"** shall mean the San Joaquin Valley Water Infrastructure Authority.

11 **"Authority"** shall mean the SJVWIA created by this Agreement.

12 **"Biweekly"** shall mean an event or act which only occurs once every two weeks.

13 **"Board of Directors"** shall mean the governing body of the Authority.

14 **"Fiscal year"** shall mean that period of twelve months which is established by the Board of Directors  
15 as the fiscal year of the Authority.

16 **"Government Code"** shall mean the California Government Code.

17 **"Joint Powers Law"** shall mean Article 1, Chapter 5, Division 7, Title 1 (commencing with Section  
18 6500) of the Government Code.

19 **"The Act"** shall mean the Water Quality, Supply and Infrastructure Improvement Act of 2014 (AB  
20 1471, Ch.188).

21 **"Water Agency"** shall mean an independent irrigation district, reclamation district, water district or  
22 any other independent local governmental entity that obtains, manages and provides water to residential,  
23 industrial, commercial or agricultural users and joint powers authorities that represent water agencies.

24 **"Qualified Water Project"** shall mean any construction, modification, operation or agreement for  
25 provision of water for which funds allocated under the Act or under similar State of California or federal  
26 programs or laws may be properly awarded and expended and which benefits the jurisdictions of the  
27 member Parties.

28 ///



1 One City Party shall be from the Western portion of the jurisdictions of the County Parties and one City Party  
2 shall be from the Eastern portion of the jurisdictions. One of the City Parties shall be from a disadvantaged  
3 community. The City Parties must be from different counties. If, for any reason, a City Party withdraws or  
4 ceases participation in the Authority, a majority of the cities within the jurisdictions of the County Parties shall  
5 nominate a replacement City Party subject to the terms of this Article. For purposes of this section, a  
6 majority of cities shall mean a majority of cities within the jurisdiction of the County Parties who participate or  
7 respond to the process, election or meeting through which the nominated City Parties are selected, provided  
8 that all cities within the jurisdiction of the County Parties have received written notice of the process, election  
9 or meeting and a reasonable opportunity to participate, vote or attend.

10 (b) **WATER AGENCY PARTIES:** Two Water Agencies shall be nominated by a majority of the  
11 Water Agencies within the jurisdictions of the County Parties to be Parties to this Agreement. The governing  
12 board of each Water Agency Party so nominated shall approve this Agreement and cause it to be signed by  
13 an authorized representative. One Water Agency Party shall be from the Western portion of the jurisdictions  
14 of the County Parties and one Water Agency Party shall be from the Eastern portion of the jurisdictions. The  
15 Water Agency Parties must be from different counties. If, for any reason, a Water Agency Party withdraws or  
16 ceases participation in the Authority, a majority of the Water Agencies within the jurisdictions of the County  
17 Parties shall nominate a replacement Water Agency Party subject to the terms of this Article. For purposes  
18 of this section, a majority of Water Agencies shall mean a majority of Water Agencies within the jurisdiction  
19 of the County Parties who participate or respond to the process, election or meeting through which the  
20 nominated Water Agency Parties are selected, provided that all Water Agencies within the jurisdiction of the  
21 County Parties have received written notice of the process, election or meeting and a reasonable opportunity  
22 to participate, vote or attend.

23 (c) **TRIBAL PARTY:** One federally recognized Native American tribe shall be nominated by a  
24 majority of the federally recognized Native American tribes within the jurisdiction of the Party Counties to be  
25 a Party to this Agreement. The governing board or authority of the Tribal Party so nominated shall approve  
26 this Agreement and cause it to be signed by an authorized representative. The Tribal Party shall and hereby  
27 does, as part of its approval of this Agreement, waive its sovereign immunity for all purposes related to this  
28 Agreement or the Authority. If, for any reason the Tribal Party withdraws or ceases participation in the  
Authority, a majority of the federally recognized Native American tribes within the jurisdictions of the County

1 Parties shall nominate a replacement Tribal Party subject to the terms of this Article. For purposes of this  
2 section, a majority of federally recognized Native American tribes shall mean a majority of federally  
3 recognized Native American tribes within the jurisdiction of the County Parties who participate or respond to  
4 the process, election or meeting through which the nominated Tribal Party is selected, provided that all  
5 federally recognized Native American tribes within the jurisdiction of the County Parties have received written  
6 notice of the process, election or meeting and a reasonable opportunity to participate, vote or attend.

7 (d) **PARTIES JOIN AUTHORITY BY FORMAL ADOPTION OF AGREEMENT.** The City, Water  
8 Agency and Tribal Parties and any replacement City, Water and Tribal Parties shall join the Authority by  
9 formal adoption and execution of this Agreement. No amendment of this Agreement is required for the  
10 nominated City, Water or Tribal Parties, or replacement parties provided for under this Article to join or  
11 participate fully in the Authority.

## 12 **ARTICLE 6**

### 13 **POWERS OF THE AUTHORITY**

14  
15 The Authority shall have all powers set forth in the Joint Powers Law, and is hereby authorized to do  
16 all acts necessary for the exercise of said powers in furtherance of its purposes. Such powers include, but  
17 are not limited to, the following:

18 (a) To make and enter into contracts, including but not limited to contracts with the Parties  
19 and/or the federal government, the State of California, other local governments, agencies or special districts.

20 (b) To incur debts, liabilities, and obligations.

21 (c) To acquire, hold, or dispose of property, contributions and donations of property, funds,  
22 services, and other forms of assistance from persons, firms, corporations, and government entities.

23 (d) To sue and be sued in its own name, and to settle any claim against it.

24 (e) To receive and use contributions and advances from the Parties as provided in Government  
25 Code Section 6504, including contributions or advances of personnel, equipment, or property.

26 (f) To receive and use contributions and advances from Participating Entities including  
27 contributions or advances of personnel, equipment, or property.  
28



1 (g) To invest any money in its treasury that is not required for its immediate necessities,  
2 pursuant to Government Code Section 6509.5.

3 (h) To carry out all provisions of this Agreement. Said powers shall be exercised pursuant to  
4 the terms hereof and in the manner provided by law. The responsibility for financing, funding or providing  
5 matching funds for the actual construction of any Qualifying Water Project shall be the responsibility of the  
6 individual local governmental agency performing or authorizing such construction and shall not be an  
7 obligation of the Authority. However, the Authority, if it determines the Qualifying Water Project will have  
8 substantial general benefit throughout the jurisdictions of the Member Counties, may take actions to secure  
9 financing, funding or matching funds and to disburse such funds in furtherance of construction of the  
10 Qualifying Water Project.

11 (i) The Authority may not appropriate, expend or encumber funds in excess of any amounts  
12 actually approved and contributed by the Parties or actually received from any other source.

13 Pursuant to Government Code section 6509, the aforementioned powers shall be subject to those  
14 restrictions as apply to any of the Parties.

## 15 16 ARTICLE 7

### 17 BOARD OF DIRECTORS

#### 18 (a) Composition of the Board of Directors

19 The Authority shall be governed by the Board of Directors, which shall consist of eleven (11)  
20 members and shall be composed as follows:

21 1. **COUNTY MEMBERS:** One member appointed by the Board of Supervisors  
22 of each member County Party who shall be a member of the Board of Supervisors of the respective  
23 Party for a total of five (5) directors. Each Board of Supervisors of each Party shall also appoint an  
24 alternate member who shall be a member of the respective Party's Board of Supervisors who shall  
25 serve in the absence of the regular member appointed by that Party.

26 2. **CITY MEMBERS:** One (1) member appointed by each City Party for a total  
27 of two (2) members. The members shall be elected officials of their respective City Party and shall be  
28 appointed to a two (2) year term. Each City Party shall appoint an alternate member who shall serve

1 in the absence of the regular member appointed by that Party. Alternate members must also be  
2 elected officials of the City Party.

3           3.     **WATER AGENCY MEMBERS:** One (1) member appointed by each Water  
4 Agency Party for a total of two (2) members. The member shall be an officer or employee of their  
5 respective Water Agency Party and shall be appointed to a two (2) year term. Each Water Agency  
6 Party shall appoint an alternate member who shall serve in the absence of the regular member  
7 appointed by that Party.

8           4.     **TRIBAL MEMBER:** One (1) member appointed by the Tribal Party The  
9 member shall be appointed to a two (2) year term. The Tribal Party shall appoint an alternate  
10 member who shall serve in the absence of the regular member appointed by the Tribal Party.

11           5.     **GENERAL AT-LARGE MEMBER:** One (1) member appointed by a majority  
12 of the ten members of Board of Directors identified above, provided, however, that in addition to a  
13 simple majority of the Board of Directors, at least three (3) County Party members and three (3) City,  
14 Water Agency or Tribal members must vote in favor of the General At-Large Member. The member  
15 shall be appointed to serve a two (2) year term. The Board of Directors may select any individual  
16 resident of California as the General At-Large Member including but not limited to a representative of  
17 a community service district or county service area within the jurisdictions of the County Parties or  
18 any other representation from within the jurisdictions of the County Parties deemed appropriate by the  
majority of the Board of Directors.

19           **(b) Replacement by Alternate Members**

20           County Members of the Board of Directors shall serve until removed or replaced by the Board of  
21 Supervisors of the respective County. If, for any reason, a County Member resigns, leaves office or cannot  
22 fulfill the duties of that position, the Board of Supervisors of the relevant Party County shall appoint a new  
23 regular member of the Board of Directors.

24           If, for any reason, the General Member resigns or cannot fulfill the duties of that position, the  
25 remaining members of the Board of Directors shall appoint a new General At-Large Member to complete the  
26 remainder of the General At-Large Member's term.

1 If for any reason, a City Member, a Water Agency Member or the Tribal Member resigns or cannot  
2 fulfill the duties of that position, the alternate member appointed by the respective Party shall become the  
3 regular member for the remainder of the applicable term.

4 (c) Startup Operations

5 Notwithstanding any other provision of this Agreement, during the initial startup period of the  
6 operations of the Authority, the five County Members of the Board of Directors shall function as a five  
7 member Board of Directors subject to the provisions of Article 18. Upon City, Water Agency or Tribal  
8 members being appointed and sworn in, said members may participate in Board of Directors meetings and  
9 vote to the same extent as members appointed by County Parties subject to Article 15.

10 (d) Voting Protocols

11 A majority of the membership of the Board of Directors shall constitute a quorum for the transaction  
12 of business (e.g., six present members of an eleven member Board of Directors shall constitute a quorum).  
13 Approval of proposed actions requires a simple majority vote of the Board of Directors except as provided  
14 herein.

15  
16 **ARTICLE 8**

17 **POWERS OF THE BOARD OF DIRECTORS**

18 The Board of Directors shall have the following powers and functions:

19 (a) The Board of Directors shall exercise all powers and conduct all business of the Authority,  
20 either directly or by delegation to its officers and staff.

21 (b) The Board of Directors shall elect the officers of the Authority and shall appoint or hire  
22 necessary staff in accordance with Articles 10 and 11 hereof.

23 (c) The Board of Directors shall cause to be prepared, and shall review, modify as necessary,  
24 and adopt the annual operating budget of the Authority.

25 (d) The Board of Directors shall develop, or cause to be developed, and shall review, modify as  
26 necessary, any solicitation or grant application for a Qualified Water Project and administrative services  
27 necessary to carry out such solicitation or grant application or the receipt, administration and disbursement of  
28 any grant funds received.

1 (e) The Board of Directors shall provide for necessary services to the Authority and the Parties,  
2 by contract or otherwise, which may include, but shall not be limited to, accounting, auditing, and legal  
3 services.

4 (f) The Board of Directors shall provide general supervision and policy direction to the staff of  
5 the Authority.

6 (g) The Board of Directors shall have such other powers and duties as are reasonably  
7 necessary to carry out the purposes of the Authority, including, but not limited to, establishing Ad Hoc or  
8 Standing Committees of participating entities,

## 10 ARTICLE 9

### 11 MEETINGS OF THE BOARD OF DIRECTORS

12 (a) The Board of Directors shall hold at least one regular meeting each year and shall provide  
13 for such other regular meetings and for such special meetings as it deems necessary.

14 (b) The staff of the Authority shall provide for the keeping of minutes of regular and special  
15 meetings of the Board of Directors, and shall provide a copy of the minutes to each member of the Board of  
16 Directors at the next scheduled meeting.

17 (c) All meetings of the Board of Directors shall be called, noticed, held and conducted in  
18 accordance with the provisions of Government Code Section 54950 et seq.

19 (d) The Authority shall provide each of the Parties the agenda, including any supplements  
20 thereof, and any supporting agenda materials of all meetings of the Board of Directors not later than the time  
21 that the Authority publishes notice of such meetings pursuant to paragraph (c), immediately above.

## 23 ARTICLE 10

### 24 OFFICERS

25 The Board of Directors shall elect from its membership a President and Vice President of the Board  
26 of Directors, to serve for two-year terms. The President, or in his or her absence, the Vice President, shall  
27 preside at and conduct all meetings of the Board of Directors.



1 Separate accounts shall be established and maintained for each project under development or adopted and  
2 implemented by the Authority. Books and records of the Authority in the hands of the Auditor-Treasurer shall  
3 be open to inspection at all reasonable times by authorized representatives of the Parties.

4 The Authority shall adhere to the standard of strict accountability for funds set forth in  
5 Government Code Section 6505.

6 (c) **Auditor's Report.** The Auditor-Treasurer, within one hundred and twenty (120) days after  
7 the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year  
8 to the Board of Directors and Parties.

9 (d) **Annual Audit.** Pursuant to Government Code Section 6505, the Authority shall either make  
10 or contract with a certified public accountant to make an annual fiscal year audit of all accounts and records  
11 of the Authority, conforming in all respects with the requirements of that section. A report of the audit shall  
12 be filed as a public record with the Parties also with the county auditor of the county where the home office of  
13 the Authority is located and shall be sent to any public agency or person in California that submits a written  
14 request to the Authority. The report shall be filed within six months of the end of the fiscal year or years  
15 under examination. Costs of the audit shall be considered a general expense of the Authority.

## 17 **ARTICLE 14**

### 18 **RESPONSIBILITIES FOR FUNDS AND PROPERTY**

19 (a) The Auditor-Treasurer shall have the custody of and disburse the Authority's funds. He or  
20 she may delegate disbursing authority to such persons as may be authorized by the Board of Directors to  
21 perform that function, subject to the requirements of (b) below. The Auditor-Treasurer shall hold and  
22 prudently invest any funds for which he or she has custody consistent with the Investment Policy of the  
23 Authority. The Auditor-Treasurer's primary objective in holding and investing such funds shall be: first, to  
24 safeguard the principal of such funds under his or her control; second, to meet the liquidity needs of the  
25 Authority; and third, to achieve a return on such funds under his or her control.

26 (b) Pursuant to Government Code Section 6505.5:  
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1 (1) Receive and acknowledge receipt for all funds of the Authority and place them in the  
2 treasury of the Treasurer to the credit of the Authority.

3 (2) Be responsible upon his or her official bond for the safekeeping and disbursements  
4 of all Authority funds so held by him or her.

5 (3) Pay any sums due from the Authority, as approved for payment by the Board of  
6 Directors or by any body or person to whom the Board of Directors has delegated approval authority, making  
7 such payments from Authority funds upon warrants drawn by the Auditor.

8 (4) Verify and report in writing to the Authority and to the Parties, as of the first day of  
9 each quarter of the fiscal year, the amount of money then held for the Authority, the amount of receipts since  
10 the last report, and the amount paid out since the last report.

11 (c) Pursuant to Government Code Section 6505.1, the President, the Vice-President, and such  
12 other persons as the Board of Directors may designate, shall have charge of, handle, and have access to the  
13 property of the Authority.

14 (d) The Authority shall secure and pay for a fidelity bond or bonds, in an amount or amounts and  
15 in the form specified by the Board of Directors, covering all officers and staff of the Authority, and all officers  
16 and staff who are authorized to have charge of, handle, and have access to property of the Authority.

## 18 ARTICLE 15

### 19 RESPONSIBILITIES OF PARTIES

20 The Parties shall have the following responsibilities under this Agreement:

21 (a) The governing board or authority of each Party shall appoint representative(s) to the Board  
22 of Directors, pursuant to Article 7 hereof.

23 (b) Each Party shall appoint an officer or employee of the Party to be responsible and serve as  
24 a liaison between the Party and the Authority for all matters relating to the Authority.

25 (c) As an initial contribution, upon execution of this Agreement by the relevant Party, each Party  
26 shall contribute the amount of \$50,000 for a total of \$500,000. A Party shall make the first payment of no less  
27 than 50% (\$25,000) of the initial contribution upon execution of this Agreement by that Party. The second  
28 payment of the remaining 50% (\$25,000) of the initial contribution shall be made no later than 90 days after

1 the respective member of the Board of Directors is sworn in. If the required initial contribution payments are  
2 not made by the specified deadlines the Board of Directors member representing a Party in default may not  
3 vote until the required initial contribution payment is made.

4 Further regular contributions toward the operating and/or administrative expenses of the Authority  
5 shall be determined by the Board of Directors but any further contribution by a Party shall be subject to the  
6 approval of the governing board or authority of that Party. All regular contributions toward the operating  
7 and/or administrative expenses of the Authority as determined by the Board of Directors shall be made in  
8 equal amounts from each of the Parties. It is recognized that the City, Water Agency and Tribal Parties will  
9 make whatever agreements or arrangements with other cities, Water Agencies or Native American tribes  
10 within the jurisdictions of the County Parties to obtain funds to pay initial or regular contributions to the  
11 Authority. The Authority has the power to enter into agreements with any Party, city, district, Native  
12 American tribe, other local, state or federal governmental agencies or private parties, or any combination  
13 thereof, to accept contributions to develop, fund and cause to be submitted solicitations or grant applications  
14 to the appropriate state or federal agency pursuant to the Act or other similar state or federal programs or  
15 laws for a Qualified Water Project. The responsibility for financing, funding or providing matching funds for  
16 the actual construction of any Qualifying Water Project shall be the responsibility of the individual local  
17 governmental agency performing or authorizing such construction and shall not be an obligation of the  
18 Authority. However, the Authority, if it determines the Qualifying Water Project will have substantial general  
19 benefit throughout the jurisdictions of the County Parties, may take actions to secure financing, funding or  
20 matching funds and to disburse such funds in furtherance of construction of the Qualifying Water Project.

21 (d) Each Party shall provide the Authority such other information or assistance as may be  
22 necessary for the Authority to develop and implement Qualified Water Projects under this Agreement.

23 (e) Each Party shall cooperate with and assist the Authority and other contractors in all matters  
24 relating to this Agreement, and shall comply with all Bylaws, and other rules by the Board of Directors.

25 (f) Each Party shall have such other responsibilities as are provided elsewhere in this  
26 Agreement, and as are established by the Board of Directors in order to carry out the purposes of this  
27 Agreement.  
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**ARTICLE 16**

**WITHDRAWAL AND TERMINATION**

(a) Any Party may terminate its membership in the Authority and its obligations under this Agreement upon 180 days advance written notice to the other Parties and the Authority. The written intent to terminate may be withdrawn no later than 120 days prior to the end of the 180 day termination period.

(b) Upon withdrawal of a Party from the Authority and this Agreement, any capital contributions of said Party shall be returned to the Party less that Party's share of ongoing obligations of the Authority incurred during that Party's membership in the Authority. Contributions by a Party for operating expenses and costs of preparation of any solicitation or application for grants authorized or incurred prior to the effective date of withdrawal shall not be returned upon withdrawal.

(c) Upon termination of this Agreement, all assets of the Authority remaining after all existing obligations of the Authority have been disposed of, shall be distributed among the Parties in proportion to their cash and in-kind contributions and property contributed (at market value when contributed). The Board of Directors shall determine such distribution within six (6) months after disposal of the last obligation of the Authority.

(d) This Agreement and the Authority shall continue to exist until such time as the final disposition of all claims, distribution of all assets, and performance of all other functions necessary to conclude the affairs of the Authority.

**ARTICLE 17**

**LIABILITY OF BOARD OF DIRECTORS, OFFICERS, COMMITTEE MEMBERS AND LEGAL ADVISORS**

The members of the Board of Directors, officers, committee members and legal advisors to any board or committees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent or employee selected with reasonable care, nor for loss incurred through investment of Authority funds, or failure to invest, performed in good faith.

1 No director, officer, committee member, or legal advisor to any board or committee shall be  
2 responsible for any action taken or omitted by any other director, officer, committee member, or legal advisor  
3 to any board or committee. No director, officer, committee member or legal advisor to any board or  
4 committee shall be required to give a bond or other security to guarantee the faithful performance of their  
5 duties pursuant to this Agreement.

6 The funds of the Authority shall be used to defend, indemnify and hold harmless the Authority, the,  
7 the Auditor-Treasurer of the Authority, any director, officer, committee member, contractor or retained expert  
8 or other staff appointed by the Authority or loaned to the Authority by any Party, or any County Counsel  
9 acting as legal advisor to any board or committee for their actions taken within the scope of the authority of  
10 the Authority. Nothing herein shall limit the right of the Authority to purchase insurance to provide such  
11 coverage as is hereinabove set forth.

## 12 **ARTICLE 18**

### 13 **BYLAWS**

14 The Board of Directors may adopt Bylaws consistent with this Agreement which shall provide for the  
15 administration and management of the Authority. To be effective, adopted Bylaws and any changes or  
16 amendments thereto must be approved by a majority of the Board of Directors. Notwithstanding the  
17 foregoing, if at least three (3) City, Water Agency and/or Tribal members have been sworn in at the time of  
18 the adoption or amendment of the By-Laws, in addition to a simple majority of the Board of Directors, at least  
19 three (3) County Party members and three (3) City, Water Agency or Tribal members must vote in favor of  
20 the adoption or amendment of the By-Laws. If fewer than three (3) City, Water Agency or Tribal members  
21 have been sworn in at the time of the adoption or amendment of the By-Laws, then all such members who  
22 are sworn in at that time must approve said adoption or amendment.

## 23 **ARTICLE 19**

### 24 **NOTICES**

25 The Authority shall address notices, billings and other communications to the member Parties as  
26 directed by the Parties. Each Party shall provide the Authority with the address to which communications are  
27  
28

1 to be sent. Each Party shall address notices and other communications to the Authority at the office address  
2 of the Authority as set forth in the Bylaws.

3 The Authority shall promptly give each Party a copy of any notice provided to the Authority from  
4 anyone, including but not limited to any notice from any other Party, or of any notice provided by the  
5 Authority to anyone.

## 7 **ARTICLE 20**

### 8 **AMENDMENT**

9 Any matters of this Agreement may be modified from time to time by the written consent of the  
10 governing body of all the Parties without, in any way, affecting the remainder.

## 12 **ARTICLE 21**

### 13 **PROHIBITION AGAINST ASSIGNMENT**

14 No Party may assign any right, claim or interest, or delegate any obligation that it may have under  
15 this Agreement, and no creditor, assignee or third party beneficiary of either Party shall have any right, claim  
16 or title to any part, share, interest, fund, premium or asset of the Authority.

## 18 **ARTICLE 22**

### 19 **GOVERNING LAW**

20 The Parties agree that for the purposes of venue, performance under this Agreement is to be in  
21 Fresno County, California. The rights and obligations of the Parties and all interpretation and performance of  
22 this Agreement shall be governed in all respects by the laws of the State of California.

## 24 **ARTICLE 23**

### 25 **SEVERABILITY**

26 In the event any provisions of this Agreement are held by a court of competent jurisdiction to be  
27 invalid, void, or unenforceable, the Parties will use their best efforts to meet and confer to determine how to  
28

1 mutually amend such provisions with valid and enforceable provisions, and the remaining provisions of this  
2 Agreement will nevertheless continue in full force and effect without being impaired or invalidated in any way.

3  
4 **ARTICLE 24**

5 **AGREEMENT COMPLETE**

6 This Agreement constitutes the entire agreement between the Parties with respect to the subject  
7 matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings,  
8 advertisements, publications, and understandings of any nature whatsoever unless expressly included in this  
9 Agreement. This Agreement may be executed in one or more original counterparts, all of which together will  
10 constitute one and the same agreement.

11  
12 **ARTICLE 25**

13 **FILING WITH SECRETARY OF STATE**

14 The President of the Board of Directors of the Authority shall file a notice of this Agreement with the  
15 Office of California Secretary of State within 30 days of its effective date, as required by Government Code  
16 Section 6503.5 and within 70 days of its effective date as required by Government Code Section 53051.

17  
18  
19 **ARTICLE 26**

20 **DISPUTE RESOLUTION**

21 Any controversy or dispute between or among the Parties arising out of this Agreement shall be  
22 submitted to mediation. The mediator will be selected by mutual agreement. If the matter cannot be  
23 resolved through mediation or if the Parties cannot agree upon a mediator the matter shall be submitted to  
24 arbitration and such arbitration shall comply with and be governed by the provisions of the California  
25 Arbitration Act, of the California Code of Civil Procedure.

26  
27 IN WITNESS WHEREOF, the COUNTY OF FRESNO, the COUNTY OF KINGS, the COUNTY OF  
28 MADERA, the COUNTY OF MERCED and the COUNTY OF TULARE, and the duly nominated City, Water

1 Agency and Tribal Parties, have executed this Joint Exercise of Powers Agreement Creating the SAN  
2 JOAQUIN VALLEY WATER INFRASTRUCTURE AUTHORITY as of the day and year first hereinabove  
3 written.  
4

5 **COUNTY OF FRESNO**

6  
7 \_\_\_\_\_  
8 Deborah A. Poochigian,  
Chairman, Board of Supervisors

9 BERNICE E. SEIDEL, Clerk  
10 Board of Supervisors

11 By \_\_\_\_\_

12 **COUNTY OF KINGS**

13 \_\_\_\_\_  
14 *Richard Lagarde*  
15 Chairman, Board of Supervisors NOV 10 2015

16 *Catherine Velazquez*  
17 \_\_\_\_\_, Clerk of the Board

18 By \_\_\_\_\_

19 **COUNTY OF MADERA**

20  
21 \_\_\_\_\_  
22 David Rogers  
Chairman, Board of Supervisors

23  
24 TANNA G. BOYD, Clerk  
of the Board

25  
26 By \_\_\_\_\_

**COUNTY OF TULARE**

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_, Clerk of the Board/  
County Administrative Officer

By \_\_\_\_\_

By \_\_\_\_\_

**COUNTY OF MERCED**

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_, Clerk of the Board

By \_\_\_\_\_

1 REVIEWED &  
2 RECOMMENDED FOR APPROVAL


3  
4 Jean Rousseau,  
5 County Administrative Officer  
6 County of Fresno

7 Eric Fleming,  
8 County Administrative Officer  
9 County of Madera

10  
11  
12 APPROVED AS TO LEGAL FORM  
13

14  
15 Daniel C. Cederborg,  
16 County Counsel, County of Fresno

17  
18 Regina A. Garza,  
19 County Counsel, County of Madera

20   
21 Colleen J. Carlson,  
22 County Counsel, County of Kings

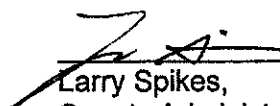
23  
24 APPROVED AS TO ACCOUNTING FORM  
25

26 Vicki Crow,  
27 Auditor-Controller/Treasurer-Tax Collector  
28 County of Fresno

REVIEWED &  
RECOMMENDED FOR APPROVAL

James L. Brown,  
County Administrative Officer  
County of Merced

Michael C. Spata,  
Interim County Administrative Officer  
County of Tulare

  
Larry Spikes,  
County Administrative Officer  
County of Kings

APPROVED AS TO LEGAL FORM

Kathleen Bales-Lange,  
County Counsel, County of Tulare

James N. Fincher  
County Counsel, County of Merced

**Mayor**  
Lois Wynne  
**Mayor Pro Tem**  
Jeff Chedester  
**Council Members**  
Ray Madrigal  
Eddie Neal  
William Siegel



**Office of the  
City Manager**

119 Fox Street  
Lemoore, CA 93245  
Phone (559) 924-6700  
Fax (559) 924-9003

## Staff Report

ITEM NO. 2-13

**To:** Lemoore City Council  
**From:** Andi Welsh, City Manager  
**Date:** January 12, 2016 **Meeting Date:** January 19, 2016  
**Subject:** Temporary Staffing in the Finance Department

---

### **Proposed Motion:**

Approve negotiation and contracting authority for the City Manager to enter a contract with a temporary agency in an amount not to exceed \$150,000, following review and approval of the agreement by the City Attorney, in order to address immediate and necessary needs in the City's Finance Department.

### **Subject/Discussion:**

The Finance Department currently has 9.5 full-time equivalent (FTE) positions. Within the last sixty days a number of staffing changes have occurred, which resulted in 4.5 FTE positions vacant and a need to retain the services of qualified finance consultants on a temporary basis until the City can complete the process for hiring qualified staff to fill the vacancies in the Finance Department.

The Finance Department plays a critical role in ensuring ongoing functions such as utility billing, accounts payable, annual audit, budget preparation (5 year community investment program and maintenance & operating budget), procurement and purchasing, and policy analysis and review occur. The City is not able to function with nearly half the department vacant.

The City will begin the process of advertising to fill the vacancies, but anticipates the process taking approximately 3-6 months to complete. While the City Manager has authority to hire staff, the concept being considered is entering into a contract with a temporary agency to provide a financial consulting team until the process for each of the positions can be completed.

The City Manager is currently considering the temporary agency known as Muni-Temp for the finance consulting team.

### **Financial Consideration(s):**

Funds would be utilized from the general fund. There are salary savings from the vacant positions.

### **Alternatives or Pros/Cons:**

Pros:

- Ensures the City is compliant with state and federal operational requirements.
- Provides an opportunity for an analysis of the City's current operations.

**Cons:**

- None known at this time.

**Commission/Board Recommendation:**

Not Applicable.

**Staff Recommendation:**

Authorize the City Manager to enter a contract with a temporary agency for a financial consulting team in an amount not to exceed \$150,000.

**Attachments:**

- ☐ Resolution
- ☐ Ordinance
- ☐ Map
- ☐ Other \_\_\_\_\_

**Review:**

- |   |         |
|---|---------|
| <input type="checkbox"/> Finance                  |         |
| <input checked="" type="checkbox"/> City Attorney | 1/13/16 |
| <input checked="" type="checkbox"/> City Manager  | 1/12/16 |
| <input checked="" type="checkbox"/> City Clerk    | 1/14/16 |

**Date:**



**Mayor**  
Lois Wynne  
**Mayor Pro Tem**  
Jeff Chedester  
**Council Members**  
Ray Madrigal  
Eddie Neal  
William Siegel



**Finance  
Department**

119 Fox Street  
Lemoore, CA 93245  
Phone (559) 924-6700  
Fax (559) 924-9003

## Staff Report

ITEM NO. 2-14

**To:** Lemoore Successor Agency  
**From:** John Herrera, Finance Director Consultant  
**Date:** January 13, 2016 **Meeting Date:** January 19, 2016  
**Subject:** Resolution 2016-02 – Intention Regarding the Refinancing of the 2011 Tax Allocation Bonds and the Appointment of the Financing Team

---

**Proposed Motion:**

Adopt Resolution 2016-02 - Intention Regarding the Refinancing of the 2011 Tax Allocation Bonds (TABs) and the Appointment of the Financing Team.

**Subject/Discussion:**

On January 5, 2016 the City Council received a presentation (Item No. SS-1 on the Council Agenda) from bond consultants regarding the possible refunding of the 2011 TABs issued by the Lemoore Redevelopment Agency in 2011.

This presentation was on fast track because the prior City Finance Director was retiring from the City. The Council received the presentation of the bond consultants scheduled under a work study session agenda, however, City staff requested, and the Council approved, that any action on the 2011 TABs refunding be tabled to a future agenda.

Upon discussion with our new Finance Director, staff is requesting that action be taken on the Refunding of the 2011 TABs as presented in the attached Resolution, which includes the hiring of a new bond financing team made up of the following firms:

- Bond Counsel – **Richards, Watson, & Gershon**
- Underwriter – **Hilltop Securities, Inc.**
- Financial Advisor – ***To be determined by the City Manager.***

Below is the background information presented to the City Council on the last Council agenda; however, there are two items of information presented by the consultants at the last Council meeting which was updated by our new proposed bond counsel firm:

1. The proceeds of the proposed refunding (refinancing) of the 2011 TABs is not restricted to the original list of projects included in the 2011 TABs issue, and
2. The City will have only one (1) year to complete any projects funded with the refunded bonds, not the three (3) years, which is standard in most municipal bond issues.

## BACKGROUND:

In March 2011, the Lemoore Redevelopment Agency (the "Agency") issued its Lemoore Redevelopment Project, 2011 Tax Allocation Bonds, in the amount of \$19,150,000. Presently, \$18,485,000 in 2011 Bonds remain outstanding

The 2011 Bonds raised approximately \$16.6 million in project fund monies. The 2011 Bonds are payable from the property taxes allocated to the former Agency, and now the Successor Agency, from the Lemoore Redevelopment Project.

As a result of ABx1 26 and the California Supreme Court decision in the Matosantos case all redevelopment agencies in the State of California were dissolved, including the Lemoore Agency. Successor agencies were created to wind down the affairs of the former redevelopment agencies. In Lemoore, the City Council serves as the Board of the Successor Agency.

Under the Dissolution Act, as amended by AB 1484 enacted in June 2012, successor agencies are authorized to issue bonds to refinance the bonds of the former redevelopment agencies, provided two conditions are met. The first is that the interest and principal of the new, refunding bonds does not exceed the remaining interest and principal on the old bonds. The second condition is that the principal amount of the new, refunding bonds does not exceed the amount needed to refund and pay the old bonds, to establish customary debt service reserves, and to pay related costs of issuance.

As amended by AB 1484, the Dissolution Act allows successor agencies which have received a "Finding of Completion" to expend the proceeds of tax allocation bonds issued prior to December 31, 2010. The Finding of Completion is granted to a successor agency upon the payment of certain amounts required under the Dissolution Act, including amounts payable pursuant to the due diligence review process and true-up payments to taxing entities. As a policy decision, however, the AB 1484 amendments did not allow successor agencies to spend proceeds of bonds issued in 2011 and instead require that the successor agency use such proceeds toward defeasance of the bonds or the purchase such bonds on the open market for cancellation, without specifying a deadline for such defeasance or purchase and cancellation.

Therefore, although the Lemoore Successor Agency received its Finding of Completion on June 7, 2013, it has been precluded from expending the \$16.6 million on projects by the Dissolution Act, because the 2011 Bonds were issued after December 31, 2010.

As further amended by SB 107, enacted in September 2015, the Dissolution Act now allows the Successor Agency to expend up to 5% of the proceeds of the 2011 Bonds for projects. If the Successor Agency prepares and adopts, and the California Department of Finance approves, a "Last and Final ROPS," the Successor Agency may spend an additional 30% of the proceeds of the 2011 Bonds (for a total of 35%) on projects.

Assuming an approved Last and Final ROPS, the remaining 65% of the project fund monies derived from the 2011 Bonds would need to be used to defease a portion of the outstanding 2011 Bonds, whether or not in connection with a refunding of the 2011 Bonds. If the Successor Agency elects not to pursue a Last and Final ROPS, it will need to use all of the 2011 Bond proceeds (except for the portion issued for affordable housing purposes) to defease 2011 Bonds pursuant to the terms of the applicable bond documents. The 2011 Bonds are subject to optional redemption on any date on or after August 1, 2016.

Proceeds of bonds issued for the purposes of affordable housing purposes are treated differently under the Dissolution Act. Prior to SB 107, a housing successor could designate the use of and commit such housing proceeds of bonds issued prior to January 1, 2011 without a finding of completion. Now, SB 107 has amended the Dissolution Act to permit a housing successor to designate the use of and commit all affordable housing proceeds of bonds issued prior to June 28, 2011 (including the 2011 Bonds) for affordable housing projects. Per the bond documents, 20% of the 2011 Bonds were intended for affordable housing purposes.

Due to current low municipal bond interest rates, the Lemoore Successor Agency has the opportunity to refinance the 2011 Bonds and generate property tax savings for the City and the other taxing entities receiving property tax from the Lemoore Redevelopment Project under the Dissolution Act. The difference between the old debt service and the new, lower debt service is distributed to the taxing agencies in the form of higher property tax receipts. The concept is similar to refinancing an existing mortgage at a lower interest rate.

At the January 5 meeting, the Successor Agency was presented with information regarding the potential savings to be achieved by refinancing the 2011 Bonds at this time, assuming an approved Last and Final ROPS and application of 65% of the proceeds of the 2011 Bonds toward the redemption and defeasance of the 2011 Bonds in connection with the refunding. On a semi-annual basis, to the extent that surplus property tax revenues remain in the Successor Agency's Redevelopment Property Tax Trust Fund after payment of County administrative costs, tax sharing payments, Successor Agency enforceable obligations, and the Successor Agency administrative cost allowance, the County distributes to taxing entities within the Lemoore Redevelopment Project, in proportion to their respective shares of the general 1% ad valorem property tax levy, such residual RPTTF monies. City receives 19.8% of such residual property tax monies.

The decision of whether or not to undertake a Last and Final ROPS is a business decision that involves costs and benefits. The use of bond proceeds to defease 2011 Bonds, whether undertaken in connection with a refunding or not, will provide benefits to the City in terms of additional residual RPTTF property tax distributions. Under the Dissolution Act, as amended by SB 107, the Successor Agency will only be permitted to request two amendments to the Last and Final ROPS through the date of the final scheduled payment of the Successor Agency's enforceable obligations. Therefore, additional cost savings measures, such as the issuance of refunding bonds, must be weighed versus this and other legal constraints imposed upon a Successor Agency upon the adoption of a Last and Final ROPS. Subsequent to the adoption of a Last and Final ROPS, the Successor Agency will still be required to perform semi-annual cash reconciliations of amounts paid versus scheduled amounts.

The refunding bonds can also be issued without a Last and Final ROPS, if the Successor Agency determines to apply all of the 2011 bond proceeds toward defeasance of 2011 Bonds in the refunding. Such an alternative would retire additional debt and provide for more residual distribution to the City from the RPTTF.

The refinancing is subject to the approval of the Oversight Board and the California Department of Finance. The transaction will take approximately 120-150 days to complete. During this period, increases in interest rates could reduce savings or even eliminate savings completely.

PROCESS FOR REFUNDING 2011 TABS:

*"In God We Trust"*

At this time the Successor Agency would adopt a Resolution of Intention, including the appointment of the financing team. Following appointment of the financing team, Successor Agency staff would work with the financing team to further evaluate the relative costs and benefits of various scenarios for the refunding bonds and use of the proceeds. Once the relative costs and benefits of such scenarios are known, staff would present the various scenarios to the Agency Board, as well as the related costs and benefits, and seek direction from the Agency Board as to which scenario to implement. At that time, bond documents would be prepared by the financing team to reflect the business decision then made by the Agency Board as to desired structure and use of bond proceeds, starting with a bond resolution and bond indenture to be approved by the Agency Board and the Oversight Board. After approval by the California Department of Finance of such Oversight Board resolution, the balance of the refunding documents would be brought back before the Agency Board for approval, to facilitate the marketing, sale, and issuance of the refunding bonds.

### **Financial Consideration(s):**

The three consultants are paid on a “contingent” basis as shown in the attached proposals. Their fees are competitive with the other consultant fees of equal expertise and service level for a comparable bond refunding with \$8 million total refunded issue amount and about \$6 million in “net” proceeds for projects. Below is a cost estimate for each of the three members of the bond financing team:

- **Bond Counsel – \$55,000** plus reasonable and usual expenses (fee includes \$20,000 for disclosure counsel services).
- **Underwriter – \$48,000** (depends on amount of final amount refunded).
- **Financial Advisor – \$35,000** (to be hired by the City Manager).

Note that cash flows, feasibility, and other financial analyses will be presented later when the bond indenture resolution is brought forward for approval.

### **Alternatives or Pros/Cons:**

As in most public policy decisions, the City Council has various alternative decisions to consider before taking action on this item:

1. Refund the maximum amount of the 2011 TABs *as soon as possible* to generate about \$6 million of bond proceeds for projects.
2. Refund the maximum amount of the 2011 TABs *later* as allowed by SB107.
3. Refund only a partial amount of the 2011 TABs, *to be determined*.
4. *Do nothing*, except to call the 2011 TABs and remove the \$18 million debt off of the Successor Agency's balance sheet in seven (7) months.

As stated above, with the retirement of the previous Finance Director on December 31, staff will bring back a more detailed analysis of both the Financial Considerations and of the Alternatives or Pros/Cons when and if the Bond Indenture staff report is prepared to move forward with the final recommendation for approval to refund the 2011 TABs.

Also, the refunding of the 2011 TABs is not just a financing decision. There are business and operational considerations that affect the Successor Agency and the City's General Fund, especially with the filing of the Last and Final ROPS report with the State Department of Finance. These will be discussed on an upcoming agenda *before* the final decision to issue bonds is approved by the City Council.

*“In God We Trust”*

The recommendation below was made by staff to give the City Council more time to decide on whether to refinance the 2011 TABs, rather than having to “fast track” approval of this item as previously presented.

**Commission/Board Recommendation:**

Not applicable.

**Staff Recommendation:**

It is respectfully requested that the City Council, as Successor Agency, adopt the attached resolution authorizing the Resolution of Intention Regarding Refinancing of the 2011 Tax Allocation Bonds (TABs) and the Appointment of the Financing Team.

**Attachments:**

- ☒ Resolution 2016-02
- ☐ Ordinance
- ☐ Map
- ☒ Other Bond Counsel Proposal,  
Underwriter Fee Proposal

**Review:**

- ☒ Finance
- ☒ City Attorney
- ☒ City Manager
- ☒ City Clerk

**Date:**

1/14/16

**RESOLUTION NO. 2016-02**

**A RESOLUTION OF THE SUCCESSOR AGENCY OF THE FORMER  
LEMOORE REDEVELOPMENT AGENCY DECLARING ITS  
INTENTION TO AUTHORIZE AN ISSUANCE AND SALE OF TAX  
ALLOCATION REFUNDING BONDS, AND APPROVING THE  
EMPLOYMENT OF CERTAIN FINANCING PROFESSIONALS IN  
CONNECTION THEREWITH AND AUTHORIZING CERTAIN OTHER  
ACTIONS IN CONNECTION THEREWITH**

THE GOVERNING BOARD OF THE SUCCESSOR AGENCY TO THE LEMOORE REDEVELOPMENT AGENCY HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. The Agency Board hereby declares its intention to authorize the issuance and sale of tax allocation refunding bonds to refinance the Lemoore Redevelopment Agency's previously issued Lemoore Redevelopment Project, 2011 Tax Allocation Bonds.

Section 2. The Agency Board hereby authorizes and directs the retention by the Successor Agency of the services of Richards, Watson & Gershon, A Professional Corporation, to act as bond counsel and disclosure counsel in connection with the issuance of the refunding bonds described in Section 1 hereof.

Section 3. The Agency Board hereby authorizes and directs the retention by the Successor Agency of the services of Hilltop Securities Inc. to act as underwriter in connection with the issuance of the refunding bonds described in Section 1 hereof.

Section 4. The Agency Board hereby authorizes and directs the City Manager of the City of Lemoore, acting on behalf of the Successor Agency, to select and retain the services of a financial advisory firm to act as financial advisor in connection with the issuance of the refunding bonds described in Section 1 hereof.

Section 5. The staff of the Successor Agency is hereby authorized and directed to take such actions as they deem necessary and appropriate to effectuate the purposes of this Resolution.

**PASSED, APPROVED, AND ADOPTED** by the Board of Directors of the Successor Agency to the Lemoore Redevelopment Agency at a special meeting this 5th day of January 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RESOLUTION 2016-02  
Successor Agency

ATTEST:

APPROVED:

---

Mary J. Venegas  
Board Secretary

---

Lois Wynne  
Board Chair



**RICHARDS | WATSON | GERSHON**

ATTORNEYS AT LAW – A PROFESSIONAL CORPORATION

355 South Grand Avenue, 40th Floor, Los Angeles, California 90071-3101  
Telephone 213.626.8484 Facsimile 213.626.0078

RICHARD RICHARDS  
(1916–1988)

GLENN R. WATSON  
(1917–2010)

HARRY L. GERSHON  
(1922–2007)

STEVEN L. DORSEY  
WILLIAM L. STRAUSS  
MITCHELL E. ABBOTT  
GREGORY W. STEPANICICH  
QUINN M. BARROW  
CAROL W. LYNCH  
GREGORY M. KUNERT  
THOMAS M. JIMBO  
ROBERT C. CECCON  
STEVEN H. KAUFMANN  
KEVIN G. ENNIS  
ROBIN D. HARRIS  
MICHAEL ESTRADA  
LAURENCE S. WIENER  
B. TILDEN KIM  
SASKIA T. ASAMURA  
KAYSER O. SUME  
PETER M. THORSON  
JAMES L. MARKMAN  
CRAIG A. STEELE  
T. PETER PIERCE  
TERENCE R. BOGA  
LISA BOND  
ROXANNE M. DIAZ  
JIM G. GRAYSON  
ROY A. CLARKE  
MICHAEL F. YOSHIBA  
REGINA N. DANNER  
PAULA GUTIERREZ BAEZA  
BRUCE W. GALLOWAY  
DIANA K. CHUANG  
PATRICK K. BOBKO  
NORMAN A. DUPONT  
DAVID M. SNOW  
LOLLY A. ENRIQUEZ  
GINETTA L. GIOVINCO  
TRISHA ORTIZ  
CANDICE K. LEE  
JENNIFER PETRUSIS  
STEVEN L. FLOWER  
TOUSSAINT S. BAILEY  
AMY GREYSON  
DEBORAH R. HAKMAN  
D. CRAIG FOX  
MARICELA E. MARROQUIN  
SERITA R. YOUNG  
SEAN B. GIBBONS  
AARON C. O'DELL  
AMANDA L. CHARNE  
STEPHANIE CAO  
PATRICK D. SKAHAN  
STEPHEN D. LEE  
YOUSUFINA N. AZIZ  
BRENDAN KEARNS  
KYLE H. BROCHARD  
NICHOLAS R. GHIRELLI  
ISRA SHAH  
CHRISTINA L. BROWNING  
ISAAC M. ROSEN  
ROMTIN PARVARESH

OF COUNSEL  
ROCHELLE BROWNE  
TERESA HO-URANO  
GENA M. STINNETT

SAN FRANCISCO OFFICE  
TELEPHONE 415.421.8484

ORANGE COUNTY OFFICE  
TELEPHONE 714.990.0901

TEMECULA OFFICE  
TELEPHONE 951.695.2373

January 12, 2016

Mr. John Herrera, CPA  
Finance Director  
City of Lemoore  
119 Fox Street  
Lemoore, California 93245

Re: *Fee Proposal – Bond/Disclosure Counsel Services*

Dear Mr. Herrera:

This letter sets forth our proposal to provide legal services to the Successor Agency to the Lemoore Redevelopment Agency as bond and disclosure counsel in connection with the issuance of refunding tax allocation bonds by the Successor Agency to refinance tax allocation bonds previously issued in 2011 with respect to the Lemoore Redevelopment Project. Attached as Appendix A to this letter is our Statement of Qualifications.

Our services as bond counsel will include the preparation of the proceedings for the issuance and sale of the bonds, including all resolutions and other documents relating to the issuance and sale. We will draft all trust indenture or fiscal agency agreements, and all closing documents, including certificates, receipts and our approving legal opinion regarding the bonds. We will also provide all other services customarily provided by bond counsel.

Our services as disclosure counsel will include the preparation of the official statement and the continuing disclosure agreement in connection with the bonds. We will also provide a letter at the closing addressed to the Successor Agency and to the underwriter of the obligations which indicates that on the basis of the information which is made available to us and without undertaking to determine independently the accuracy, completeness or fairness of that information, nothing has come to our attention which causes us to believe that the official statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

We provide a discount when our firm serves as both bond counsel and disclosure counsel on a bond issue. As such, our fee for performing services as bond counsel for the proposed issue of refunding tax allocation bonds is \$35,000, and our fee for



Mr. John Herrera, CPA  
Finance Director  
City of Lemoore  
January 12, 2016  
Page 2

performing services as disclosure counsel for the proposed refunding tax allocation bonds is \$20,000.

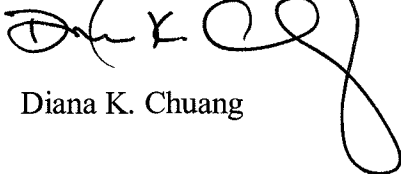
In addition to our fees, we would be reimbursed for our out-of-pocket expenses such as duplication and printing costs, telecommunications, and travel. Our fees and expenses would be paid at the closing and delivery of the bonds.

In the event the proceedings for the issuance of the obligations are abandoned, we will bill the Successor Agency for what we believed to be a reasonable fee under the circumstances, but the obligation of the Successor Agency to pay that fee would be subject to the sole discretion of the City Council (in its capacity as governing board of the Successor Agency).

If you have any questions or comments regarding this matter, please do not hesitate to contact me, Teresa Ho-Urano, or Bill Strausz.

We look forward to working with you.

Very truly yours,



Diana K. Chuang

Agreed and Accepted:

SUCCESSOR AGENCY TO THE  
LEMOORE REDEVELOPMENT AGENCY

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

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

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

cc: Teresa Ho-Urano, Esq.  
Bill Strausz, Esq.



# **Successor Agency to the Lemoore Redevelopment Agency**

## **Appendix A Statement of Qualifications**

---

January 12, 2016

For more information contact:

Diana K. Chuang                      or                      Teresa Ho-Urano  
[dchuang@rwglaw.com](mailto:dchuang@rwglaw.com)                      [THo-Urano@rwglaw.com](mailto:THo-Urano@rwglaw.com)

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## Introduction

Our firm has specialized in representing public entities of all types and sizes since its inception in 1954. We are committed to providing the highest quality legal services in a cost-effective manner. We have offices in Los Angeles, San Francisco, Orange County, and Temecula. We currently serve as special counsel, city/town attorney, or general counsel to over 50 public entities throughout California. Our representation of public entities includes cities, towns, successor agencies to redevelopment agencies, school districts, counties, community services districts, water districts, other special districts, airports, and joint powers authorities. This provides our public finance attorneys special insight and sensitivity to issuers' needs and concerns in finance transactions.

## Public Finance Experience

For over 35 years, our firm has served as bond counsel and disclosure counsel to public entities in a broad range of finance transactions. The projects financed include, among others, libraries, police and fire protection facilities, parks and recreational facilities, redevelopment projects, affordable housing projects, water and sewer facilities, schools, and streets and storm drainage facilities. We have been involved in a variety of public financing arrangements, including (i) redevelopment and successor agency tax allocation bonds, (ii) general obligation bonds, (iii) enterprise revenue financings, (iv) special tax bonds and the formation proceedings for community facilities districts that issue such bonds, and similarly, assessment revenue bonds and the formation proceedings for assessment districts providing for the levy of assessments pledged for such bonds, (v) mortgage revenue housing bonds, (vi) contractual assessment revenue bonds secured by contractual assessments levied in connection with property assessed clean energy (PACE) programs formed under California's AB 811 legislation (as amended) and the formation proceedings for an AB 811 program, (vii) certificates of participation and lease revenue bonds payable from general fund revenues subject to annual appropriations, (viii) tax and revenue anticipation notes, and (ix) pension obligation bonds. Such financings include not only traditional fixed rate debt instruments, but also varied structures involving variable rate bonds, capital appreciation bonds, credit enhancement devices and investment agreements. We have also acted as bond counsel and special counsel in private placement financings.

We handle a broad spectrum of public law issues. Our primary practice groups include public finance, public law, redevelopment dissolution, environmental law, labor and employment, climate change, eminent domain, real estate, telecommunications, transportation, water rights and water law, public works, litigation, and appellate law. We currently serve as city/town attorney, general counsel, special counsel, or agency counsel to more than 50 public entities, including general law cities, charter law cities, school districts, special districts, water districts, joint power authorities, and others. Our clients vary greatly in size and include jurisdictions in



urban areas, coastal communities, industrialized areas, growing communities, and rural communities. We take pride in our ability to deliver high quality, practical, and effective legal services to our diverse public entity clients.

Our familiarity with the multiple facets of a local government's operation is an asset to our ability to serve as bond counsel and disclosure counsel. Members of our public finance department often provide assistance to our colleagues and clients on finance-related issues, whether or not bonds are involved. This allows us to develop special insights and sensitivities to a public entity client's needs and concerns when working on a financing transaction. As the need arises, our public finance attorneys and the client can draw on the firm's resources in other public law areas. Our collective experience and expertise enhance our ability to serve a bond issuer-client with respect to the financing structure outcome and the appropriate level of disclosure that complies with securities law requirements and mitigates potentially adverse effect on the marketing of the bonds.

## Staff Qualifications

Our public finance team to the Successor Agency to the Lemoore Redevelopment Agency would consist of the following attorneys: Teresa Ho-Urano as lead attorney, Diana Chuang, and Bill Strausz. The following is a brief description of each of our respective experience.

**Teresa Ho-Urano** has practiced public finance law since 1997 and has been with the firm since 2003. Teresa is a former Shareholder of the firm and currently is Of Counsel in the firm's Public Finance Department. She received her J.D. from Hastings College of Law in 1997 and her B.A. from University of California, Los Angeles, in 1992.

Teresa has served as bond counsel, disclosure counsel, underwriter's counsel, bank counsel, and issuer counsel for a wide variety of public bond issuances and private placement transactions. She has worked with various types of debt instruments, including tax allocation bonds, Mello-Roos bonds, special assessment bonds, enterprise revenue bonds, lease revenue bonds, certificates of participation, and multifamily mortgage revenue bonds. Teresa has worked on traditional fixed rate bond issues, as well as multi-modal variable rate structures. She has assisted clients with the initial purchase, and renewals, of credit and liquidity enhancement instruments, and negotiations relating to investment agreements.

Since the passage of AB X1 26 in 2011, Teresa additionally has developed expertise in advising cities and successor agencies regarding the on-going implementation of the Redevelopment Dissolution Law, including providing solutions for day-to-day issues and negotiating with the California Department of Finance, the California State Controller's Office, other local agencies, and private parties.



**Diana K. Chuang** joined the firm's Public Finance Department in 2003. Diana is a Shareholder and the Assistant Chair of the firm's Public Finance Department. She received her J.D. from Duke University School of Law in 1996 and her A.B. from Stanford University in 1993. Diana was a former Branch Chief and lecturer in the U.S. Securities and Exchange Commission's (SEC) Investment Management examination program. As such, she brings regulatory experience to the firm's Public Finance Department.

Diana has provided bond counsel and disclosure counsel services to public entities in connection with financing public projects, public-private partnerships, and short-term operating cash flow needs. Such financings include successor agency refundings (including the first two approved by the California Department of Finance), redevelopment tax allocation bonds, enterprise and lease revenue bonds, certificates of participation, pension obligation refinancing, general obligation bonds, and special tax and assessment financing (including PACE). Diana has negotiated on behalf of public entities in structuring development agreements with real estate developers where bond financing is contemplated. She also advises regarding public works issues in land secured financings, ongoing district administration, and Mello-Roos district workouts.

Diana's experience prior to the SEC includes representation of major lenders in numerous commercial and private loan transactions and assistance as issuer and underwriter counsel in public company equity offerings and asset-backed securitizations.

**William L. Strausz** is a Shareholder of the firm and has been with the firm since 1977. Bill was admitted to the State Bar of California in 1973 and to the Washington State Bar in 1975. He received his J.D. from Loyola Law School, *cum laude*, in 1973 and his B.A. from the University of Washington in 1969.

As Chair of the firm's Public Finance Department, Bill advises virtually all of our public clients concerning public finance matters. With more than 35 years of public finance experience, Bill's practice includes, among other things, acting as bond counsel and disclosure counsel on numerous bond issues throughout the State, under a wide variety of authorizing statutes. Additionally, Bill serves as agency counsel to numerous successor agencies to redevelopment agencies, and therefore has significant experience with implementation of the Dissolution Law.

Bill's public finance practice includes, among other things, reviewing all transactions to ensure compliance with federal tax requirements.

### **Successor Agency Refunding Bond Transactions**

The following table sets forth the successor agency refunding bond transactions for which our firm has served as bond counsel and/or disclosure counsel since the statutory dissolution of redevelopment agencies on February 1, 2012.



Issuer Name	Name of Issue	Issue Date	Size of Issue	Method of Sale	Firm's Role
<b>2015</b>					
Successor Agency to the Monrovia Redevelopment Agency	Central Redevelopment Project, Project Area No. 1 Taxable Tax Allocation Refunding Bonds, Issue of 2015A	12/17/15	\$19,770,000.00	Negotiated	Bond Counsel
Successor Agency to the Monrovia Redevelopment Agency	Central Redevelopment Project, Project Area No. 1 Tax Allocation Refunding Bonds, Issue of 2015B	12/17/15	\$3,890,000.00	Negotiated	Bond Counsel
Successor Agency to the Blythe Redevelopment Agency	Redevelopment Project No. 1 Tax Allocation Refunding Bonds Series 2015	9/23/15	\$15,395,000.00	Negotiated	Bond Counsel
Successor Agency to the Hughson Redevelopment Agency	(Hughson Redevelopment Project Area) Tax Allocation Refunding Bonds Series 2015	7/30/15	\$2,660,000.00	Negotiated	Bond / Disclosure Counsel
Successor Agency to the Poway Redevelopment Agency	Paguay Redevelopment Project Tax Allocation Refunding Bonds Series 2015A	7/6/15	\$133,110,000.00	Negotiated	Bond Counsel
Successor Agency to the Poway Redevelopment Agency	Paguay Redevelopment Project Tax Allocation Refunding Bonds Series 2015B	7/6/15	\$26,845,000.00	Negotiated	Bond Counsel
Successor Agency to the Ceres Redevelopment Agency	Ceres Redevelopment Project Area No. 1 Subordinate Tax Allocation Refunding Bonds Issue of 2015	6/17/15	\$8,050,000.00	Negotiated	Disclosure Counsel
Successor Agency to the Lancaster Redevelopment Agency	Combined Redevelopment Project Areas (Housing Programs) Tax Allocation Refunding Bonds Issue of 2015A	3/25/15	\$12,560,000.00	Negotiated	Disclosure Counsel



Issuer Name	Name of Issue	Issue Date	Size of Issue	Method of Sale	Firm's Role
Successor Agency to the Lancaster Redevelopment Agency	Combined Redevelopment Project Areas (Housing Programs) Tax Allocation Refunding Bonds Issue of 2015B	3/25/15	\$10,950,000.00	Negotiated	Disclosure Counsel
Successor Agency to the Highland Redevelopment Agency	Highland Redevelopment Project No. 1 Tax Allocation Refunding Bonds 2015 Series A	3/11/15	\$12,340,000.00	Negotiated	Bond Counsel
<b>2014</b>					
Successor Agency to the Redevelopment Agency of the City of Seaside	Tax Allocation Refunding Bonds Series 2014	12/23/14	\$9,140,000.00	Negotiated	Bond / Disclosure Counsel
South Tahoe Joint Powers Financing Authority	Refunding Revenue Bonds (South Tahoe Redevelopment Project Area No. 1) 2014 Series A	12/8/14	\$29,230,000.00	Negotiated	Bond Counsel
Successor Agency to the Orange Redevelopment Agency	Orange Merged and Amended Redevelopment Project Area Tax Allocation Refunding Bonds Series A	12/4/14	\$28,850,000.00	Negotiated	Bond Counsel
Successor Agency to the Blythe Redevelopment Agency	Redevelopment Project No. 1 Tax Allocation Refunding Bonds Series 2013	11/20/14	\$4,530,000.00	Negotiated	Bond / Disclosure
Successor Agency to the La Mirada Redevelopment Agency	2014 Subordinate Tax Allocation Refunding Bonds Series A	10/30/14	\$20,555,000.00	Negotiated	Disclosure Counsel
Successor Agency to the La Mirada Redevelopment Agency	2014 Subordinate Taxable Tax Allocation Refunding Bonds Series B	10/30/14	\$8,425,000.00	Negotiated	Disclosure Counsel



Issuer Name	Name of Issue	Issue Date	Size of Issue	Method of Sale	Firm's Role
Successor Agency to the South El Monte Improvement District	Tax Allocation Refunding Bonds (Merged Project Area) 2014 Series A	7/16/14	\$6,950,000.00	Negotiated	Bond / Disclosure Counsel
Calimesa Financing Authority	(Calimesa Redevelopment Project No. 1 and Project No. 5) Tax Allocation Refunding Revenue Bonds Series 2014	5/28/14	\$2,925,000.00	Negotiated	Bond / Disclosure Counsel
<b>2013</b>					
Successor Agency to the Brea Redevelopment Agency	Redevelopment Project AB 2013 Tax Allocation Refunding Bonds	12/12/13	\$96,620,000.00	Negotiated	Disclosure Counsel
Successor Agency to the Monrovia Redevelopment Agency	Central Redevelopment Project, Project Area No. 1 Subordinate Tax Allocation Refunding Bonds Issue of 2013A	10/30/13	\$12,000,000.00	Negotiated	Disclosure Counsel
Successor Agency to the Monrovia Redevelopment Agency	Central Redevelopment Project, Project Area No. 1 Subordinate Tax Allocation Refunding Bonds Issue of 2013B	10/30/13	\$3,920,000.00	Negotiated	Disclosure Counsel
Successor Agency to the Monrovia Redevelopment Agency	Central Redevelopment Project, Project Area No. 1 Subordinate Tax Allocation Refunding Bonds Issue of 2012	2/20/13	\$13,330,000.00	Negotiated	Disclosure Counsel
<b>2012</b>					
Dinuba Successor Agency	Merged City of Dinuba Redevelopment Project and Dinuba Redevelopment Project No. 2, as Amended Subordinate Tax Allocation Refunding Bonds Issue of 2012	12/19/12	\$1,700,000.00	Negotiated	Disclosure Counsel





RICHARDS | WATSON | GERSHON  
ATTORNEYS AT LAW – A PROFESSIONAL CORPORATION

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**Todd Smith**

SVP, Managing Director  
Public Finance

January 11, 2016

**Underwriting Agreement**

City of Lemoore, California is aware of the “Municipal Advisor Rule” of the Securities and Exchange Commission (effective July 1, 2014) and the underwriter exclusion from the definition of “municipal advisor” for a firm serving as an underwriter for a particular issuance of municipal securities.

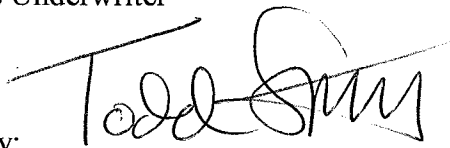
City of Lemoore hereby designates Hilltop Securities as an underwriter for 2016 Tax Allocation Refunding Bonds (the “Bonds”) that Successor Agency to Lemoore RDA currently anticipates issuing. City of Lemoore, California expects that Hilltop Securities will provide advice to City of Lemoore on the structure, timing, terms, and other matters concerning the Bonds.

It is City of Lemoore’s intent that Hilltop Securities serve as an underwriter for the Bonds, subject to satisfying applicable procurement laws or policies, formal approval by City of Lemoore, finalizing the structure of the Bonds and executing a bond purchase agreement. While City of Lemoore presently engages Hilltop Securities as the underwriter for the Bonds, this engagement letter is preliminary, nonbinding and may be terminated at any time by City of Lemoore, without penalty or liability for any costs incurred by the underwriter, or Hilltop Securities.

Furthermore, this engagement letter does not restrict the City of Lemoore from entering into the proposed municipal securities transaction with any other underwriters or selecting an underwriting syndicate that does not include Hilltop Securities.

As compensation for its services hereunder, Hilltop Securities shall charge a fee not to exceed \$6.00 per \$1,000 (.6%) par amount issued. At the closing of any such sale, the City of Lemoore shall pay or cause to be paid such fee to Hilltop Securities by wire transfer or immediately available funds. The above fee does not include any services Hilltop Securities may render in the future to the City of Lemoore with respect to any offering of municipal securities other than the Bonds.

**HILLTOP SECURITIES INC.,**  
as Underwriter

By:   
\_\_\_\_\_  
Todd Smith, Senior Vice President

Agreed and accepted this \_\_\_\_ day of  
\_\_\_\_\_, 2015.

**CITY OF LEMOORE, CALIFORNIA**

By: \_\_\_\_\_  
[NAME/TITLE]

**Mayor**  
Lois Wynne  
**Mayor Pro Tem**  
Jeff Chedester  
**Council Members**  
Ray Madrigal  
Eddie Neal  
William Siegel



**Lemoore  
Successor Agency**

119 Fox Street  
Lemoore, CA 93245  
Phone (559) 924-6704  
Fax (559) 924-6708

## Staff Report

ITEM NO. 2-15

**To:** Lemoore Successor Agency  
**From:** Judy Holwell, Interim Planning Director  
**Date:** January 7, 2015 **Meeting Date:** January 19, 2016  
**Subject:** Amendment No. 1 to Agreement for Purchase and Sale of Real Property to Tom Vorhees – Extension of Project Timeline

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### **Proposed Motion:**

Approve Amendment No. 1 to the Agreement for Purchase and Sale of Real Property, extending the time period to construct the road – Venture Place – by twelve months to be complete by January 13, 2017.

### **Subject/Discussion:**

The Lemoore Successor Agency to the former Lemoore Redevelopment Agency sold a portion of Lot 14 in the Lemoore Industrial Park, consisting of approximately 9 acres, to Mr. Tom Vorhees. Escrow closed on January 14, 2015. According to the terms of the Agreement for Purchase and Sale of Real Property (Agreement), Mr. Vorhees was to construct a road, Venture Place, within one year of close of escrow. An initial set of construction plans for the road was received by the City on June 17, 2015, and after two resubmittals, the plans were stamped as final on December 1, 2015 and returned to Mr. Vorhees. Because it took longer than expected to have an approved set of plans, construction of the road has not yet begun. Knowing that the road would not be complete by the deadline, Mr. Vorhees has requested a one-year extension.

Attached, is a copy of the original purchase Agreement dated September 24, 2014, and draft Amendment No. 1 extending the time period for road construction completion by an additional year.

### **Financial Consideration(s):**

None at this time.

### **Alternatives or Pros/Cons:**

Alternatives to approving an extension, Council may elect to:

- 1) Approve a shorter or longer time period.
- 2) Deny the request for extension, terminate the agreement, and begin the reversion process.

**Staff Recommendation:**

It is recommended that Council approve Amendment No. 1 to the Agreement for Purchase and Sale of Real Property, which extends the time period to construct the road, Venture Place, in the Lemoore Industrial Park to January 13, 2017.

**Attachments:**

- ☐ Resolution
- ☐ Ordinance
- ☐ Map
- ☒ Other Original Agreement

**Review:**

- |   |         |
|---|---------|
| <input type="checkbox"/> Finance                  |         |
| <input checked="" type="checkbox"/> City Attorney | 1/13/16 |
| <input checked="" type="checkbox"/> City Manager  | 1/11/16 |
| <input checked="" type="checkbox"/> City Clerk    | 1/15/16 |

**Date:**

---

**AMENDMENT NO. 1  
TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY  
TOM VORHEES**

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The Lemoore Successor Agency to the former Lemoore Redevelopment Agency ("Seller"), and Tom Vorhees (the "Buyer") enter this Amendment No. 1, effective as of January 19, 2016 (the "Effective Date").

**RECITALS:**

- A. The Seller and the Buyer entered into an Agreement for Purchase and Sale of Real Property, dated September 24, 2014 (the "Agreement").
- B. In accordance with the Agreement, Buyer is required to construct a road on the property within twelve months of close of escrow.
- C. Buyer requests a one-year extension to complete construction of the road.
- D. Seller has determined that the time extension is in the best interest of the Seller and the public.
- E. The Seller and the Buyer desire to amend the Agreement to extend the completion date of the road construction by one year.

Therefore, Seller and Buyer agree as follows:

**AMENDMENT:**

- 1. The time period for completion of the road construction shall be extended by one year to January 13, 2017.
- 2. Except as provided above, the Agreement is unchanged and remains in full force and effect.

\* \* \* \* \*

Seller and Buyer represent that this Amendment No. 1 has been executed as of the Effective Date.

SELLER:  
LEMOORE SUCCESSOR AGENCY

BUYER:  
TOM VORHEES

By: \_\_\_\_\_  
Andrea Welsh, City Manager

By: \_\_\_\_\_  
Tom Vorhees, President

ATTEST:

By: \_\_\_\_\_  
Mary J. Venegas, Board Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jenell Van Bindsbergen, City Attorney

## AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("**Agreement**") is made and entered into this 24<sup>th</sup> day of September 2014, by and between, The Successor Agency to the Lemoore Redevelopment Agency (hereinafter "**Seller**"), and Tom Vorhees (hereinafter "**Buyer**").

### RECITALS

WHEREAS, Seller is the successor agency to the Lemoore Redevelopment Agency, and as such, is the owner of certain real property identified as APN 024-051-013 ("**Lot 4**") comprised of approximately 3.49+/- acres of vacant open land in the Lemoore Industrial Park, and APN 024-051-015 ("**Lot 14**") comprised of approximately 10.78+/- acres of vacant open land in the Lemoore Industrial Park.

WHEREAS, Buyer desires to purchase Lot 4 and a portion of Lot 14 totaling approximately 9.0+/- acres comprised of Lots 2 through 9 of Parcel Map No. 20-24 (excluding Lot 1 being approximately 1.78+/- acres and including approximately 1.36+/- acres for the installation of improvements) (the "**Properties**") more particularly described on Exhibit "A" attached hereto and incorporated herein.

WHEREAS, Seller desires to sell the Properties to Buyer on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for such other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

#### 1. AGREEMENT AND PROPERTY.

1.1 Real Property. Seller agrees to sell, and convey to Buyer, and Buyer agrees to purchase from Seller, fee simple title to all of Seller's right, title and interest in and to the Properties and all improvements thereon, if any, together with all rights, privileges and easements appurtenant to the Real Properties, whether or not recorded (collectively "**Real Properties**").

2. PURCHASE PRICE. The purchase price ("**Purchase Price**") for the Properties shall be Eighty-seven Thousand, Five Hundred Dollars (\$87,500.00) cash and construction of the improvements identified in the Parcel Improvement Agreement attached, which will complete the intent of Tentative Parcel Map 2007-01 approved by Lemoore Planning Commission Resolution 2007-12 on May 14, 2007. Improvements are to be complete within twelve (12) months following close of escrow. The Purchase Price shall be paid as follows:



- Five Thousand Dollars (\$5,000.00) refundable deposit ("**Deposit for Lot 4**") by Buyer upon signing this Agreement. The Deposit for Lot 4 shall be nonrefundable if this Agreement terminates for any reason, unless canceled or terminated within the 30-day due diligence period, except as further outlined in paragraph 3.3 below.
- Five Thousand Dollars (\$5,000.00) refundable deposit ("**Deposit for Lot 14**") by Buyer upon signing this Agreement. The Deposit for Lot 14 shall be refunded upon completion of the road construction and improvements listed in the Parcel Improvement Agreement. If the improvements are not complete within twelve (12) months of close of escrow, the property will revert back to the Agency, as further outlined in paragraph 3.4 below, and the Deposit for Lot 14 shall be nonrefundable.
- Execution of Parcel Improvement Agreement for Parcel Map No. 20-24 prior to execution of Agreement for Purchase and Sale of Real Property.
- Letter of Credit in the amount of \$280,000 from Vorhees to the City of Lemoore shall be due prior to Close of Escrow.
- The balance of the Purchase Price, being Eighty-two Thousand, Five Hundred Dollars (\$82,500.00), shall be all due and payable prior to the Close of Escrow.

3. **CONTINGENCIES.** This transaction and the closing thereof are expressly contingent upon the following:

3.1 **Preliminary Title Report.** As soon as possible after the Opening of Escrow, Escrow Agent shall prepare or cause to be prepared a Preliminary Title Report for the Real Properties showing all liens, encumbrances and other matters affecting title to the Real Properties and shall provide a copy thereof, together with legible copies of the documents shown as title exceptions therein, to Buyer. Buyer shall have thirty (30) days from its receipt of the Preliminary Title Report to approve the Preliminary Title Report. If Seller fails to eliminate any title matter disapproved by Buyer within the ten (10) days of written notice thereof to Seller, Buyer may terminate this Agreement and the transaction identified herein. Subsequent to the approval of the Preliminary Title Report by Buyer, Seller shall not allow or cause any additional exception to title to occur. This obligation shall survive the Close of Escrow.

3.2. **Feasibility.** Buyer shall have until 5:00 p.m., Pacific Standard Time, on that date which is thirty (30) days from the date of execution of this Agreement by Buyer in which to investigate the Properties, and to perform all engineering, and other similar studies that Buyer deems necessary, in its sole discretion, which shall be considered the due diligence period. Seller shall use its best efforts to provide to Buyer, within two (2) business days of Buyer's request complete copies of any and all documents and information related

to or affecting the Properties, or any portion thereof which Buyer may request. If Buyer requests any materials or information from Seller, and Seller does not possess the same but Seller is aware of from whom Buyer can obtain the same, Seller will completely disclose the same to Buyer.

At any time during said thirty (30) day due diligence period, Buyer may terminate this Agreement and this transaction for any reason by giving written notice to Seller, and shall receive the return in full of the Deposit. If Buyer does not terminate this Agreement, regardless of any issues discovered with the Properties as a result of Buyer investigation, the Parties agree that the Properties are being sold in an "as is" condition.

Any engineering or other similar inspection of the Properties requested by Buyer shall be performed by a party selected by Buyer, and the expense therefore shall be paid by Buyer.

3.3 State Mandated Approval for Transfer of Property and Close of Escrow. As required by law pursuant to AB x 1 26, as amended by AB 1484, close of escrow is contingent upon ratification or approval of the Successor Agency to the Lemoore Redevelopment Agency, the Lemoore Oversight Board, and the Department of Finance of the State of California. If the state mandated approvals cannot be obtained, Seller, or its successors or assigns, shall have no obligation or liability whatsoever to Buyer or its successors or assigns except as follows: If such approvals cannot be obtained and escrow cannot be closed due to the inability to secure said approvals, Buyer shall be refunded its deposits of \$5,000 and Seller agrees to pay any escrow cancellation charges.

3.4 Reversion. In the event Buyer fails to construct the improvements listed in the Parcel Improvement Agreement within twelve (12) months after the Close of Escrow (as described below), then upon Seller's written request to Buyer to transfer the portion of Lot 14 as described in Exhibit A ("**Transfer Request**"), the Buyer shall transfer Lot 14 back to Seller. The transfer of Lot 14 to Seller shall be at no cost to either party, other than any applicable transfer taxes and incidental title, escrow, and recording fees, for which the Buyer shall be solely responsible. In the event that a Transfer Request is made, Buyer agrees to take whatever steps necessary to ensure Lot 14 is transferred back in the same or better condition and with clear title.

#### 4. REPRESENTATIONS AND WARRANTIES.

4.1 Seller makes no representations or warranties related to the Properties which are being sold "as is".

4.2 Buyer represents and warrants that Buyer will comply with all laws in the development of the Properties, including, without limitation, the Lemoore Municipal Code

#### 5. ESCROW

5.1 Opening of Escrow. Following approval by the Department of Finance, an escrow shall open to consummate the sale of the Property according to the

terms and conditions of this Agreement at the office of Chicago Title, in Hanford, California ("**Escrow Agent**"). Written escrow instructions in accordance with the terms and conditions of this Agreement shall be prepared by the Escrow Agent, and the instructions shall be signed by the parties and delivered to the Escrow Agent and Escrow shall be opened within ten (10) days of either the Seller's acceptance hereof or receipt of approval from the California Department of Finance of the sale set forth herein, whichever is later. Buyer and Seller shall also deposit with the Escrow Agent all instruments, documents, monies and other items identified in the escrow instructions or reasonably required by the Escrow Agent to close the sale on the closing date specified below.

5.2 Closing Date. The Parties shall use their best efforts to have Escrow close (the "**Closing**") on or before 30 days following the approval of the California Department of Finance. All monies and documents required to be delivered shall be deposited in Escrow no later than close of business on the day prior to the Closing Dated.

5.3 Termination of Escrow. If Escrow Agent is unable to comply with the instructions contained in this Agreement on or before the dates set forth in Paragraph 5.1 above, it shall do so as soon thereafter as possible, unless Escrow Agent shall have received a demand to terminate the Escrow from a party hereto that is not in default in the performance of any of its obligations hereunder. Under no circumstances shall the provisions of this paragraph create an express or implied duty on the part of Seller or Buyer to extend the time of the Escrow, but Seller and Buyer shall have the option to extend the Escrow beyond the initial thirty (30) day extension period if they so agree.

5.4 General. Possession and risk of loss in connection with the Properties shall not be transferred by Seller to Buyer until Close of Escrow. If the Properties are damaged in any way whatsoever during the Escrow, Buyer shall have the right, at any time within twenty (20) days thereafter, to terminate this transaction and the Escrow and the same shall be treated as if terminated. Escrow Agent shall close Escrow when it is in a position to issue to Buyer a binding commitment from the title insurer to issue a title insurance policy as required for the Properties and to otherwise perform under the Escrow Instructions to be prepared.

5.5 Brokers. The Parties represent and warrant that neither party engaged or worked with a real estate agent or broker related to this transaction.

5.6 Fees. Escrow and Title fees are to be split 50/50 by Seller and Buyer.

## 6. DEFAULT.

6.1 Correct and Cure. In the event either party in any way breaches the terms and provisions of this Agreement or the Escrow Instructions to be prepared in connection herewith, the non-breaching party shall give the breaching party ten (10) days written notice in which to cure the failure to perform, defect, breach or other problem, and if the same is not cured on or before the expiration of such ten (10) day period, then an event of default shall have occurred and the non-defaulting party shall be entitled to terminate this

transaction and the escrow and seek any and all remedies available to it pursuant to law and this Agreement.

6.2 Right to Damages. If Buyer fails to complete the purchase under this agreement as herein provided by reason of any default of Buyer to close Escrow, Seller shall be released from its obligation to sell the properties to Buyer and may proceed against Buyer upon any claim or remedy which Seller may have in law or equity.

## 7. GENERAL

7.1 Time of Essence. Time shall be considered of the essence in this Agreement.

7.2 Severability. In the event that any clause, provision, or portion of this Agreement or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement unless the result would be manifestly inequitable or materially impair the benefits intended to inure to either party under this Agreement, in which case this Agreement, as a whole, shall be deemed invalid, void and unenforceable.

7.3 Notices. Any notices or demands upon either party shall be in writing and shall be effective when delivered personally or when sent by United States registered or certified mail, postage prepaid, and addressed to the parties at the addresses shown in this Agreement or such other addresses indicated by one party to the other in writing from time to time.

Buyer:

Tom Vorhees  
6985 Corte Langosta  
Carlsbad, CA 92009

Seller:

The Successor Agency to the  
Lemoore Redevelopment Agency  
119 Fox Street  
Lemoore, CA 93245

7.4 Inconsistencies. In the event any term or condition of this Agreement or the Escrow Instructions to be prepared in connection herewith are in any way inconsistent with any pre-printed form Escrow Instructions or any other documents which have been or will be prepared in connection with this transaction, then, in such event, the terms and conditions of this Agreement (or any subsequent amendments thereto) shall control.

7.5 Attorneys' Fees. In the event a court action is instituted by either of the parties hereto for the enforcement of any of its rights or remedies hereunder, the party in whose favor judgment shall be rendered therein shall be entitled to recover from the other party all costs incurred by said prevailing party in said action, including reasonable attorneys' fees fixed by the Court.

7.6 Counterparts. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one single agreement between the parties.

7.7 Complete Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties relating to all issues involving the subject matter of this Agreement. No binding understandings, statements, promises or inducements contrary to this Agreement exist. This Agreement supersedes and cancels all previous agreements, negotiations, communications, commitments and understandings with respect to the subject matter hereof, whether made orally or in writing. Each of the parties to this Agreement expressly warrants and represents to the other that no promise or agreement which is not herein expressed has been made to the other, and that neither party is relying upon any statement or representation of the other that is not expressly set forth in this Agreement. Each party hereto is relying exclusively on the terms of this Agreement, its own judgment, and the advice of its own legal counsel and/or other advisors in entering into this Agreement.

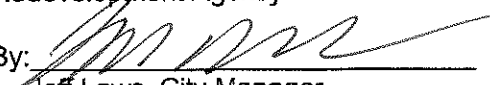
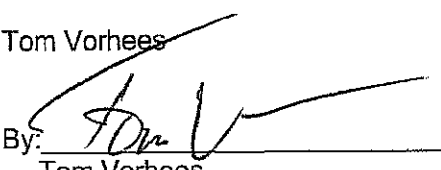
7.8 Headings. The captions and titles in this Agreement are for convenience only and shall not affect the interpretation or meaning of this Agreement.

7.9 Governing Law. This Agreement and the construction and enforceability thereof shall be interpreted in accordance with the laws of the State of California. Venue shall be in Kings County.

7.10 Power and Authority. Each party represents and warrants to the other that (i) it has all requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder, (ii) all corporate, board, body politic, or other approvals necessary for its execution, delivery, and performance of this Agreement have been or will be obtained except as otherwise addressed in this Agreement, and (iii) this Agreement constitutes its legal, valid, and binding obligation.

7.11 Amendment and Waiver. The parties hereto may by mutual agreement amend this Agreement in any respect, provided that any such amendment shall be in writing, signed by both parties. The waiver of any condition under this Agreement shall not constitute a future waiver of the same or like condition.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date set forth above.

<b>SELLER:</b>  The Successor Agency to the Lemoore Redevelopment Agency  By:  Jeff Laws, City Manager	<b>BUYER:</b>  Tom Vorhees  By:  Tom Vorhees
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**Mayor**  
Lois Wynne  
**Mayor Pro Tem**  
Jeff Chedester  
**Council Members**  
Ray Madrigal  
Eddie Neal  
William Siegel



**Public Works  
Planning Services  
Department**

711 W. Cinnamon Drive  
Lemoore, CA 93245  
Phone (559) 924-6740  
Fax (559) 924-6708

## Staff Report

ITEM NO. 4-1

**To:** Lemoore City Council  
**From:** Judy Holwell, Interim Planning Director  
**Date:** January 12, 2016 **Meeting Date:** January 19, 2016  
**Subject:** 1<sup>st</sup> Reading – General Plan Amendment – 2016-2024 Housing Element Update – Resolution 2016-03

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**Proposed Motion:**

Council conduct a public hearing and adopt Resolution No. 2016-03 approving the 2016-2024 Housing Element.

**Subject/Discussion:**

State law requires each jurisdiction in Kings County to prepare an updated Housing Element for the 2016-2024 planning period. The County and its four cities have again followed a collaborative process in preparing a joint Housing Element document for all five jurisdictions. As described below, the joint Housing Element includes data, analysis and general goals and policies covering the entire county, but each jurisdiction has separate programs that apply only to that jurisdiction. In adopting the Housing Element, no jurisdiction is required to adopt programs that apply to another jurisdiction.

A public workshop regarding the Housing Element update was held by the Lemoore City Council on November 4, 2014, and the draft Housing Element was subsequently submitted to the California Department of Housing and Community Development ("HCD") for review as required by state law. On November 24, 2015 HCD issued a letter (Exhibit A) finding that some revisions to the Draft Housing Element are necessary to fully address the requirements of state law. In response to HCD's comments, a revised draft Housing Element has been prepared.

On December 14, 2015 the Planning Commission conducted a public hearing and adopted a resolution (Exhibit B) recommending City Council approval of the Housing Element. Responses to HCD's comments, as well as the revised Housing Element are attached to the draft City Council Resolution (Exhibit C) and discussed in the Key Issues section below.

**Analysis:**

The General Plan is the City's primary planning policy document and includes state-mandated "elements" that set forth objectives, principles, standards and goals to guide orderly development. The City's current Housing Element covering the 2009-2014 planning period was adopted in 2010. State law now establishes requirements for updating Housing Elements on an eight-year cycle concurrent with every other update to the Regional Transportation Plan. Within the Kings County Association of Governments ("KCAG") region, the 2016-2024 planning period is referred to as the "5<sup>th</sup> Housing Element cycle" in reference to the five required updates since the comprehensive revision to state housing element law in 1980.

Pursuant to state law, draft Housing Elements must be submitted to HCD for review prior to adoption. The state legislature has granted HCD the authority to promulgate detailed guidelines for the preparation of Housing Elements, and also to issue opinions regarding whether local Housing Elements substantially comply with the requirements of state law. A finding of substantial compliance by HCD is referred to as Housing Element "certification."

Housing Element certification is desirable for several reasons. The General Plan establishes the foundation for a city's exercise of local zoning and land use regulatory powers. State law provides a presumption of validity for a Housing Element that has been certified by HCD. As a result, a certified Housing Element can help support a city's land use authority in the event of a legal challenge. In addition, some grant funding programs require a certified Housing Element as a prerequisite for eligibility. The \$120,475 Housing-Related Parks Grant received by Lemoore in 2013 is an example of such grant funding. Without a certified Housing Element the City would not have received those funds.

The state legislature has determined that the availability of housing is of vital statewide importance, and attainment of decent housing and a suitable living environment for every Californian is a priority of the highest order. Achievement of this goal requires cooperation between governments and the private sector to expand housing opportunities and accommodate the housing needs of Californians of all economic levels.

In accordance with Section 65583 of the California *Government Code*, the Housing Element must include the following components:

- A review of the previous Housing Element's goals, policies, objectives and programs to ascertain the effectiveness of each of these components, as well as the overall effectiveness of the Housing Element;
- An assessment of housing needs and an inventory of resources and constraints related to meeting these needs;
- A statement of goals, policies and quantified objectives related to maintenance, preservation, improvement and development of housing; and,
- A policy program that provides a schedule of actions that the City intends to undertake

to implement the policies set forth in the Housing Element.

### Housing Element Organization

The 2016-2024 Housing Element is organized into the following six chapters and three appendices:

- **Chapter 1: Introduction** describes the purpose, organization and requirements of the Housing Element;
- **Chapter 2: Housing Needs Assessment** analyzes the demographic, economic and housing trends and describes the housing needs of each jurisdiction's residents;
- **Chapter 3: Resources and Opportunities** analyzes resources for housing, including land, financial and administrative resources, and opportunities for energy conservation;
- **Chapter 4: Constraints** analyzes both governmental and non-governmental constraints to housing production;
- **Chapter 5: Housing Plan** describes each jurisdiction's strategies and actions for the construction, conservation, rehabilitation and preservation of housing;
- **Chapter 6: Glossary** provides definitions of the terms used in the Housing Element;
- **Appendix A: Evaluation of the Prior Housing Element** describes each jurisdiction's progress in implementing the programs contained in the prior Housing Element;
- **Appendix B: Land Inventory** provides a parcel-level inventory of land suitable for housing development in each jurisdiction;
- **Appendix C: Public Participation Summary** describes opportunities for public review of the new Housing Element and how comments have been addressed.

While the new Housing Element has been extensively revised to include updated demographic information and reflect changed circumstances, the policies and programs are not substantially different from the existing Housing Element.

### Key Issues

The Housing Element update involves two key issues: 1) identification of adequate sites for housing development to accommodate projected population growth at all income levels; and 2) zoning regulations pertaining to affordable housing and persons with special needs.

#### *Adequate Sites for Housing*

A key requirement of state law is that each jurisdiction demonstrate the availability of adequate sites with appropriate zoning to accommodate residential development



commensurate with its assigned share of regional growth needs as described in the Regional Housing Needs Assessment (RHNA).

At the beginning of each Housing Element cycle, Kings County Association of Governments (KCAG) prepares a RHNA Plan in consultation with HCD. The RHNA Plan identifies the number of new housing units each jurisdiction must accommodate through its land use plans and zoning regulations. It is important to note that the RHNA establishes planning targets, not development quotas. No penalty is imposed on cities if actual development does not achieve the RHNA allocations as long as adequate sites are available with appropriate zoning and densities to accommodate the RHNA at all income levels.

Chapter 3 and Appendix B of the Housing Element include an analysis of each jurisdiction's assigned share of the region's housing needs and the availability of sites that could accommodate new housing development commensurate with the RHNA. Lemoore's RHNA allocation for the new planning period is 2,985 housing units distributed among income categories as follows:

**2016-2024 RHNA Allocation  
City of Lemoore**

<b>Very Low</b>	<b>Low</b>	<b>Moderate</b>	<b>Above Moderate</b>	<b>Total</b>
677*	507	534	1,267	2,985

\*Per state law, half of the very-low units are assumed to be in the extremely-low category  
Source: KCAG, 1/28/2015

The very-low- and low-income categories of the RHNA allocation normally receive the most attention because state law requires cities to establish appropriate development standards to address these needs. Under state law, zoning that allows multi-family development at a density of 20 units/acre or more is deemed appropriate to facilitate development of housing that is affordable to very-low- and low-income households in Kings County. As indicated in HCD's review letter, state law also includes a provision allowing jurisdictions to identify sites with maximum densities of less than 20 units/acre as suitable for lower-income housing if supporting analysis can be provided based on market demand, financial feasibility, and development experience.

The Housing Element relies upon vacant parcels in the RMD zone (17.4 units/acre maximum) to satisfy a portion of the lower-income RHNA allocation, however HCD has stated that additional analysis is necessary to demonstrate the suitability of this density as sufficient to facilitate lower-income housing in Lemoore. If HCD does not accept the City's analysis of suitable densities for lower-income housing, a zoning amendment could be required to increase the allowable density in the RMD zone and stringent standards could be imposed such as a minimum density of 20 units/acre for future developments on rezoned sites. Although the Zoning Code includes a High Density Residential (RHD)

designation that allows up to 25 units/acre, there are no vacant RHD parcels. The draft Housing Element has been revised to provide additional analysis documenting the feasibility of lower-income housing development at the densities allowed in the RMD zone.

### *Zoning Regulations for Affordable Housing and Persons with Special Needs*

State law requires all jurisdictions to adopt zoning standards and procedures to facilitate affordable housing development and accommodate persons with disabilities and other special needs. Recent Code amendments have addressed many of these requirements, however the following changes to zoning regulations are also required in order to ensure consistency with state law.

- Transitional and supportive housing. Transitional and supportive housing must be considered residential uses and permitted subject only to the same requirements as apply to other residential dwellings of the same type in the same zone. A Code amendment is necessary to allow these uses subject to a CUP in the PO zone.
- Farmworker housing. State law requires that up to six farmworkers sharing a residence must be treated as a family use for zoning purposes, and farmworker housing complexes with up to 12 units or 36 beds in group quarters must be permitted as an agricultural use in any zone where agriculture is permitted. A Code amendment is necessary to allow households of up to six farmworkers in the RHD zone subject only to the same standards as apply to other families.

Chapter 5 of the draft Housing Element includes Programs 4.10 and 4.11 to address these requirements.

### HCD Review and Certification of the Housing Element

Cities and counties are required to submit Housing Elements to HCD for review and certification prior to and after adoption. The draft Housing Element has been revised in response to HCD's comments, as summarized in Exhibit 1 of the draft City Council Resolution. Following adoption, the Housing Element must be submitted to HCD for final review. Typically HCD will not grant full certification of the Housing Element until the Zoning Code amendments described above have been completed.

### **Environmental Assessment:**

Initial Study/Negative Declaration (IS/ND) No. SCH 2010041002 was adopted by the City Council on May 4, 2010 for the 2009-2014 Housing Element update. That IS/ND concluded that the Housing Element would not result in a significant impact on the environment. The Draft 2016-2024 Housing Element update does not propose any substantial changes to City policies or development regulations that would result in new significant environmental impacts or a substantial increase in the severity of impacts

analyzed in the previous IS/ND, therefore an Addendum has been prepared pursuant to CEQA Guidelines Sections 15162 and 15164. (See **Exhibit D**)

**Public Comments:**

No public comments were made at the Planning Commission hearing on this item. Public hearing notice for the proposed Housing Element update was published in the Hanford Sentinel on January 7, 2016. No comments have been received as of the preparation of this report.

**Financial Consideration(s):**

None.

**Alternatives or Pros/Cons:**

None.

**Commission/Board Recommendation:**

On December 14, 2015, the Planning Commission conducted a public hearing and adopted a resolution (Exhibit B) recommending City Council approval of the Housing Element.

**Staff Recommendation:**

Staff recommends that Council conduct a public hearing and adopt Resolution 2016-03 approving the 2016-2024 Housing Element update.

**Attachments:**

- ☐ Resolution
- ☐ Ordinance
- ☐ Map
- ☒ Other Exhibit A: HCD letter of 11/24/15  
Exhibit B: Planning Comm. Resolution No. 2015-13  
Exhibit C: City Council Resolution (including Responses to HCD Comments and 2016-2024 Housing Element)  
Exhibit D: Addendum to Negative Declaration

**Review:**

- ☐ Finance
- ☒ City Attorney 1/13/16
- ☒ City Manager 1/11/16
- ☐ City Clerk

**Date:**

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500  
Sacramento, CA 95833  
(916) 263-2911 / FAX (916) 263-7453  
[www.hcd.ca.gov](http://www.hcd.ca.gov)

**Exhibit A**

November 24, 2015

Ms. Judy Holwell, Acting Planning Director  
Planning Department  
City of Lemoore  
119 Fox Street  
Lemoore, CA 93245

Dear Ms. Holwell:

**RE: The City of Lemoore's 5<sup>th</sup> Cycle (2016-2024) Draft Housing Element**

Thank you for submitting Lemoore's draft housing element update which was received for review on September 25, 2015. Pursuant to Government Code (GC) Section 65585(b), the Department is reporting the results of its review. Our review was facilitated by various communications including a conversation with Mr. John Douglas, of J.H. Douglas & Associates, on November 10, 2015.

The draft housing element addresses many statutory requirements; however, revisions will be necessary to comply with State housing law (GC, Article 10.6). The enclosed Appendix describes changes needed to meet remaining statutory requirements.

To remain on an eight year planning cycle, pursuant to Senate Bill 375 (Chapter 728, Statutes of 2008) the City must adopt its housing element within 120 calendar days from the statutory due date of January 31, 2016 for KCAG localities. If adopted after this date, GC Section 65588(e)(4) requires the housing element be revised every four years until adopting at least two consecutive revisions by the statutory deadline.

For information on housing element adoption requirements, please visit our website at:  
[http://www.hcd.ca.gov/hpd/hrc/plan/he/he\\_review\\_adoptionsteps110812.pdf](http://www.hcd.ca.gov/hpd/hrc/plan/he/he_review_adoptionsteps110812.pdf)

Public participation in the development, adoption and implementation of the housing element is essential to effective housing planning. Throughout the housing element process, the City must continue to engage the community, including commenters on the draft housing element and organizations that represent lower-income and special needs households, by making information regularly available, considering and incorporating comments where appropriate.

The Department appreciates the dedication you and Mr. John Douglas provided in preparation of the housing element and looks forward to receiving Lemoore's adopted element. We are committed to assisting the City of Lemoore in addressing all statutory requirements of housing element law. If you have any questions or need technical assistance, please contact Greg Nickless, of our staff, at (916) 274-6244.

Sincerely,



Glen A. Campora  
Assistant Deputy Director

Enclosures

## APPENDIX CITY OF LEMOORE

The following changes would bring the City of Lemoore's housing element into compliance with Article 10.6 of the Government Code (GC). Accompanying each recommended change, we cite the supporting section of the Government Code.

Housing element technical assistance information is available on the Department's website at; [www.hcd.ca.gov/hpd](http://www.hcd.ca.gov/hpd). Among other resources, the Housing Element section contains the technical assistance tool, Building Blocks for Effective Housing Elements (Building Blocks), available at: [www.hcd.ca.gov/hpd/housing\\_element2/index.php](http://www.hcd.ca.gov/hpd/housing_element2/index.php).

### **A. Housing Needs, Resources, and Constraints**

1. *Include an inventory of land suitable for residential development, including vacant sites and sites having the potential for redevelopment, and an analysis of zoning and public facilities and service to these sites (Section 65583(a)(3)). The inventory of land suitable for residential development shall be used to identify sites that can be developed for housing within the planning period (Section 65583.2).*

Appropriate Densities to Accommodate Lower Income Households: While the element notes existing densities are sufficient to facilitate housing affordable to lower income households, it must also include:

- An analysis, including, but not limited to, factors such as market demand, financial feasibility and development experience within the identified zone(s) demonstrating how the adopted densities can accommodate the RHNA for lower-income households; or
- For communities with densities that meet specific standards (at least 20 units per acre for Lemoore), no analysis is required other than identifying sufficient sites to accommodate the RHNA for lower-income households (Section 65583.2(c)(3)). See the *Building Blocks* at [http://www.hcd.ca.gov/hpd/housing\\_element2/SIA\\_zoning.php#zoning](http://www.hcd.ca.gov/hpd/housing_element2/SIA_zoning.php#zoning).

Emergency Shelters: The element indicates emergency shelters are allowed within the Community Facilities zone, pursuant to SB 2 (Chapter 633, Statutes of 2007). However, it must also clarify emergency shelters are permitted without discretionary action and demonstrate sufficient capacity to accommodate the need emergency shelter such as a description of available and suitable acreage or other development opportunities.

2. *Analyze potential and actual governmental constraints upon the maintenance, improvement, or development of housing for all income levels, including...local processing and permit procedures (Section 65583(a)(5)).*

Local Processing and Permit Procedures: The element states that multifamily projects require Planning Commission approval of a Major Site Plan and Architectural Review. To address this requirement, the element should also discuss approval findings and impacts on timing and approval certainty.



3. *Analyze any special housing needs such as elderly, persons with disabilities, including a developmental disability, large families, farmworkers, families with female heads of households, and families and persons in need of emergency shelter (Section 65583(a)(7)).*

Special Housing Needs: While the element includes some identification and analysis of special housing needs, it must quantify and analyze the housing needs of farmworkers and persons experiencing homelessness. For more information, see the *Building Blocks* at [http://www.hcd.ca.gov/housing-policy-development/housing-element/hn\\_shn\\_home.php](http://www.hcd.ca.gov/housing-policy-development/housing-element/hn_shn_home.php).

## **B. Housing Programs**

1. *Include a program which sets forth a schedule of actions during the planning period, each with a timeline for implementation, which may recognize that certain programs are ongoing, such that there will be beneficial impacts of the programs within the planning period, that the local government is undertaking or intends to undertake to implement the policies and achieve the goals and objectives of the housing element through the administration of land use and development controls, the provision of regulatory concessions and incentives, and the utilization of appropriate federal and state financing and subsidy programs when available. The program shall include an identification of the agencies and officials responsible for the implementation of the various actions (Section 65583(c)).*

To address the program requirements of GC Section 65583(c)(1-6), and to facilitate implementation, housing element programs should include definitive implementation timelines (e.g., at least annually) for:

- Program 4.8 (Affordable Housing Project Assistance),
  - Program 4.9 (Senior and Special Needs Housing), and
  - Program 4.11 (Employee and Farmworker Housing).
2. *Identify adequate sites which will be made available through appropriate zoning and development standards and with public services and facilities needed to facilitate and encourage the development of a variety of types of housing for all income levels...(Section 65583(c)(1)).*

As noted in Finding A1, the element does not include a complete site listing and analysis and therefore, the adequacy of sites and zoning were not established. Based on the results of a complete sites inventory and analysis of sites, the City may need to add or revise programs to address a shortfall of sites and zoning for a variety of housing types.



For example, the element may need to include a program to provide sites with zoning that allows owner-occupied and rental multifamily uses by-right sufficient to accommodate the remaining need for lower-income households. By-right, pursuant to 65583.2(i) means, among other things, local government review must not require a CUP, planned unit development or other discretionary review or approval.

3. *The housing element shall contain programs which assist in the development of adequate housing to meet the needs of extremely low-, very low-, low- and moderate-income households (Section 65583(c)(2)).*

As noted in Finding A3, the element requires an analysis of special housing needs. Depending upon the results of that analysis, the City may need to revise or add programs to address the housing needs of persons with developmental disabilities and farmworkers.

4. *The housing element shall contain programs which address, and where appropriate and legally possible, remove governmental constraints to the maintenance, improvement, and development of housing (Section 65583(c)(3)).*

As noted in Finding A2, the element requires an analysis of potential governmental constraints. Depending upon the results of that analysis, the City may need to revise or add programs and address and remove or mitigate any identified constraints.

4. *The housing program shall promote equal housing opportunities for all persons regardless of race, religion, sex, marital status, ancestry, national origin or color (Section 65583(c)(5)).*

While Program 4.13 commits to include fair housing information at City Hall and the City website for fair housing, it should also commit to additional locations or methods to ensure fair housing information is disseminated throughout the community. Please refer to the following technical assistance resource on the *Building Blocks*' website at [http://www.hcd.ca.gov/hpd/housing\\_element2/PRO\\_eho.php](http://www.hcd.ca.gov/hpd/housing_element2/PRO_eho.php)

### **C. Quantified Objectives**

*Establish the number of housing units, by income level, that can be constructed, rehabilitated, and conserved over a five-year time frame (Section 65583(b)(1 & 2)).*

While the element includes these objectives by income group for new construction and conservation (page 5-38), it must also include objectives for rehabilitation.



**D. Public Participation**

*Local governments shall make a diligent effort to achieve public participation of all economic segments of the community in the development of the housing element, and the element shall describe this effort (Section 65583(c)(8)).*

While the element includes a general summary of the public participation process, it does not demonstrate how the City has or will make a diligent effort to include all segments of the community. For example, few comments have been received and further effort to obtain input has not been described. Additional efforts to include all segments of the community should be considered to demonstrate diligent efforts and the element should describe the success of outreach efforts, public comments and how the element considered and incorporated public comments.

In addition, the Department encourages the City to consider the San Joaquin Valley Fair Housing and Equity Assessment as part of the housing element update. For more information, please see <http://www.hcd.ca.gov/housing-policy-development/docs/san-joaquin-fair-housing020915.pdf>.

**E. Other**

Other Elements of the General Plan: For your information, some other elements of the general plan must be updated on or before the next adoption of the housing element. The safety and conservation elements of the general plan must include analysis and policies regarding fire and flood hazard management (GC Section 65302(g)). Also, the land-use element must address disadvantaged communities (unincorporated island or fringe communities within spheres of influence areas or isolated long established "legacy" communities) based on available data, including, but not limited to, data and analysis applicable to spheres of influence areas pursuant to GC Section 56430. The Department urges the City to consider these timing provisions and welcomes the opportunity to provide assistance. For information, please see the Technical Advisories issued by the Governor's Office of Planning and Research at: [http://opr.ca.gov/docs/SB244\\_Technical\\_Advisory.pdf](http://opr.ca.gov/docs/SB244_Technical_Advisory.pdf) and [http://opr.ca.gov/docs/Final\\_6.26.15.pdf](http://opr.ca.gov/docs/Final_6.26.15.pdf).

Water Sewer Priority: For your information, Government Code Section 65589.7 requires water and sewer providers to establish specific procedures and grant priority water and sewer service to developments with units affordable to lower-income households. The statute also requires local governments to immediately deliver the housing element to water and sewer providers. The Department recommends including a cover memo describing the City's housing element, including the City's housing needs and share of the regional housing need.

**RESOLUTION NO. 2015-13**

**A RESOLUTION OF THE PLANNING COMMISSION  
OF THE CITY OF LEMOORE  
RECOMMENDING APPROVAL OF THE 2016-2024 HOUSING ELEMENT**

At a Regular Meeting of the Planning Commission of the City of Lemoore duly called and held on December 14, 2015, at 7:00 p.m. on said day, it was moved by Commission member Marvin Wynne, seconded by Commission member Wynne and carried that the following Resolution be adopted:

**WHEREAS**, state law requires each jurisdiction in California to adopt a General Plan, which includes a Housing Element; and

**WHEREAS**, each jurisdiction within Kings County is required by state law to prepare an update to its Housing Element for the 2016-2024 planning period; and

**WHEREAS**, on November 4, 2014 the City Council conducted a study session regarding the 2016-2024 Housing Element; and

**WHEREAS**, in compliance with Section 65585 of the California Government Code, the Draft Housing Element was transmitted to the California Department of Housing and Community Development ("HCD") for review; and

**WHEREAS**, on November 24, 2015 HCD issued a letter reporting its findings on the Draft Housing Element, which has been reviewed and considered by the Planning Commission; and

**WHEREAS**, the City's responses to each and every HCD comment along with a summary of revisions made in the Draft Housing Element to address those comments are set forth in Attachment 1, incorporated herein by reference; and

**WHEREAS**, the Planning Commission conducted a duly-noticed public hearing to considered the Housing Element amendment at its regularly scheduled meeting on December 14, 2015, at which time all interested persons were provided an opportunity to offer comments; and

**WHEREAS**, an Addendum to Negative Declaration No. SCH 2010041002 for the 2009-2014 Housing Element was prepared in compliance with the California Environmental Quality Act ("CEQA").

**NOW THEREFORE, BE IT RESOLVED** on the basis of the facts and evidence provided in the staff report and the written and oral evidence presented at the public hearing, the Planning Commission hereby resolves as follows:

1. That the Addendum to Negative Declaration No. SCH 2010041002 prepared for the 2009-2014 Housing Element satisfies the requirements of CEQA for the

2016-2024 Housing Element Update. There is no substantial evidence in the record that the 2016-2024 Housing Element Update would have a significant effect on the environment. The Addendum reflects the independent judgment of the Planning Commission.

2. That the proposed Housing Element amendment is internally consistent with the other elements of the General Plan.
3. That the proposed 2016-2024 Housing Element amendment, as set forth in Attachment 1 and incorporated herein by reference, addresses the comments of HCD and substantially complies with the requirements of state housing element law (Government Code Sec. 65580 et seq.).

**BE IT FURTHER RESOLVED** that the City of Lemoore Planning Commission recommends City Council approval to the Lemoore City Council of the 2016-2024 Housing Element Amendment.

Passed and adopted at a regular meeting of the Planning Commission of the City of Lemoore held on the 14<sup>th</sup> day of December 2015, by the following vote:

**AYES:** Marvin, Wynne, Badasci, Dow, Monreal, Clement, Garcia

**NOES:**

**ABSTAINING:**

**ABSENT:**

**APPROVED:**

  
\_\_\_\_\_  
**Dr. Jeffrey Garcia, Chairperson**

**ATTEST:**

  
\_\_\_\_\_  
**Kristie Baley, Planning Commission Secretary**

**RESOLUTION NO. 2016-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE  
ADOPTING THE 2016-2024 HOUSING ELEMENT UPDATE**

**WHEREAS**, state law requires each jurisdiction in California to adopt a General Plan, which includes a Housing Element; and

**WHEREAS**, each jurisdiction within Kings County is required by state law to prepare an update to its Housing Element for the 2016-2024 planning period; and

**WHEREAS**, on November 4, 2014 the City Council conducted a study session regarding the 2016-2024 Housing Element; and

**WHEREAS**, in compliance with Section 65585 of the California Government Code, the Draft Housing Element was transmitted to the California Department of Housing and Community Development (“HCD”) for review; and

**WHEREAS**, on November 24, 2015 HCD issued a letter reporting its findings on the Draft Housing Element; and

**WHEREAS**, the City’s responses to each and every HCD comment along with a summary of revisions made in the Draft Housing Element to address those comments are set forth in Attachment 1, incorporated herein by reference; and

**WHEREAS**, on December 14, 2015 the Lemoore Planning Commission conducted a duly-noticed public hearing to considered the Housing Element Update, at which time all interested persons were provided an opportunity to offer comments, and at the conclusion of the hearing the Planning Commission adopted a Resolution recommending City Council approval of the Housing Element as revised to address HCD’s comments; and

**WHEREAS**, on January 19, 2016 the City Council conducted a duly-noticed public hearing to considered the Housing Element Update, at which time all interested persons were provided an opportunity to offer comments; and

**WHEREAS**, an Addendum to Negative Declaration No. SCH 2010041002 for the 2009-2014 Housing Element was prepared in compliance with the California Environmental Quality Act (“CEQA”).

**NOW, THEREFORE, BE IT RESOLVED**, on the basis of the facts and evidence provided in the staff report and the written and oral evidence presented at the public hearing, the City Council hereby resolves as follows:

1. That the Addendum to Negative Declaration No. SCH 2010041002 prepared for the 2009-2014 Housing Element satisfies the requirements of CEQA for the 2016-2024 Housing Element Update. There is no substantial evidence in the record that the 2016-2024 Housing Element Update would have a significant effect on the environment. The Addendum reflects the independent judgment of the City Council.
2. That the proposed Housing Element is internally consistent with the other elements of the General Plan.
3. That pursuant to Government Code Sec. 65585, the City Council has considered the comments of HCD and finds that the Housing Element, as revised, fully addresses those comments, as more specifically described in Attachment 1.
4. That the 2016-2024 Housing Element, as set forth in Attachment 2 and incorporated herein by reference, substantially complies with the requirements of state housing element law (Government Code Sec. 65580 et seq.).

**BE IT FURTHER RESOLVED** that the City Council hereby approves the 2016-2024 Housing Element Update and directs the City Manager to transmit the adopted Housing Element to HCD for final review. The City Manager is further directed to make any technical or clerical revisions to the Housing Element as may be necessary to obtain HCD's finding of substantial compliance.

**MOTION PASSED** at a regular meeting of the City Council of the City of Lemoore held on the 19<sup>th</sup> day of January 2016, by the following vote:

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Lemoore held on the 19<sup>th</sup> day of January 2016 by the following vote:

AYES:

NOES:

ABSTAINING:

ABSENT:

ATTEST:

APPROVED:

---

Mary J. Venegas  
City Clerk

---

Lois Wynne  
Mayor

## ATTACHMENT 1

### HCD Comments and Responses City of Lemoore

HCD Comment*	Housing Element Page	Response
A.1 Appropriate Densities to Accommodate Lower Income Households	B-3	<p>As noted in the revised Housing Element, the most recent affordable housing development is Cinnamon Villas, located in the Low-Medium Density (RLMD) zone. Maximum density in the RLMD zone is 14.5 units/acre. The project requested and was granted a density bonus to allow 15 units/acre although a density up to 20 units/acre was possible under density bonus law. This project exemplifies the fact that market conditions in Lemoore do not require densities of 20 units/acre to facilitate affordable housing development. The City also approved a \$230,000 fee deferral in support of this project's LIHTC application.</p> <p>A recent high-end market-rate apartment development (The Grove) was recently built at a density of 16.7 units/acre, less than the 17 units/acre allowed under the zoning regulations.</p> <p>These projects demonstrate that the allowable density of 17.4 units/acre is appropriate to facilitate both affordable and market-rate multi-family development in the RMD zone.</p>
A.1 Emergency Shelters	4-18	The element has been revised to clarify that emergency shelters are permitted by right, without discretionary review, in the Community Facilities (CF) zone. Required standards include only those that apply to other uses in the same zone. Parcels within the CF zone encompass approximately 589 acres, including 6 vacant parcels totaling over 150 acres, and provide adequate vacant and underutilized sites to accommodate the City's need for additional shelter facilities.
A.2 Local Processing and Permit Procedures	4-25	Chapter 4 has been revised to provide additional analysis of permit processing procedures and required findings for approval. As an example of the City's review and approval process, the Cinnamon Villas affordable apartment project was approved in 2 phases in 2009 and 2014. Phase I was approved by the Planning Commission in approximately 2 months and Phase II was approved in approximately 6 weeks.

HCD Comment*	Housing Element Page	Response
A.3 Farmworker and Homeless Needs	2-31 4-16  2-35 4-18	<u>Farmworkers.</u> Farmworker housing needs are described in Chapter 2. According to recent Census data there are an estimated 633 farmworkers living in Lemoore, which represents about 8% of the county's total farmworker population. As noted in Chapter 4, Program 4.11 includes a commitment to process a Zoning Code amendment to ensure conformance with employee housing law (Health and Safety Code Sections 17021.5).  <u>Homeless.</u> As noted in Chapter 2, Lemoore was not included in the 2015 Point-in-Time homeless survey conducted by the Kings/Tulare County Continuum of Care Coordinating Group. The element has been revised to include the Police Department's estimate of approximately 10 homeless persons in Lemoore. As noted in Chapter 4, the City's emergency shelter regulations are consistent with state law.
B.1 Implementation Timelines	5-28/29	Programs 4.8, 4.9 and 4.11 have been revised to include more specific implementation timelines.
B.2 Adequate Sites		As noted under A.1 above, the element has been revised to address this comment.
B.3 Persons with Developmental Disabilities and Farmworkers		As noted under A.3 above, the element has been revised to address this comment.
B.4 Governmental Constraints		As noted under A.2 above, the element has been revised to address this comment.
B.4 Fair Housing	5-30	Program 4.13 has been expanded to identify additional actions the City will take to disseminate fair housing information.
C. Quantified Objectives	5-39	Table 5-1 has been revised to include quantified objectives for rehabilitation.
D. Public Participation	C-1	Appendix C includes a description of the public participation process during preparation of the Housing Element update. As noted in this appendix, notices of all meetings were mailed to an extensive list of persons and organizations, many of whom represent the interests of lower-income

HCD Comment*	Housing Element Page	Response
	Chapter 5	<p>households and persons with special needs. Public comments and revisions in response to those comments are summarized in Table C-3.</p> <p>The San Joaquin Valley Fair Housing and Equity Assessment (SJVFHEA) was also reviewed during preparation of the Housing Element, and while Hanford was the only Kings County jurisdiction specifically addressed in that report, the Housing Plans (Chapter 5) for all of the jurisdictions include fair housing programs that are responsive to the recommendations contained in the SJVFHEA report.</p>
E. Other Elements of the General Plan	1-5	Chapter 1 includes discussion of the relationship between the Housing Element and other elements of the General Plan. The element has been revised to include a reference to recent changes in state law related to the Land Use Element and unincorporated island, fringe, or legacy communities.
E. Water and Sewer Priority	4-32	The analysis of water and wastewater service in Chapter 4 has been revised to include a reference to Government Code Sec. 65589.7, which requires jurisdictions to provide copies of Housing Elements to local water and wastewater providers upon adoption, and also requires those providers to grant priority to developments that include units affordable to lower-income households.



# **2016 – 2024 HOUSING ELEMENT**

**County of Kings  
City of Avenal  
City of Corcoran  
City of Hanford  
City of Lemoore**

**Draft | January 2016**

## Acknowledgements

The 2016-2024 Kings County Housing Element update is a cooperative effort of Kings County and the Cities of Avenal, Corcoran, Hanford and Lemoore.

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# *Chapter 1. Introduction*

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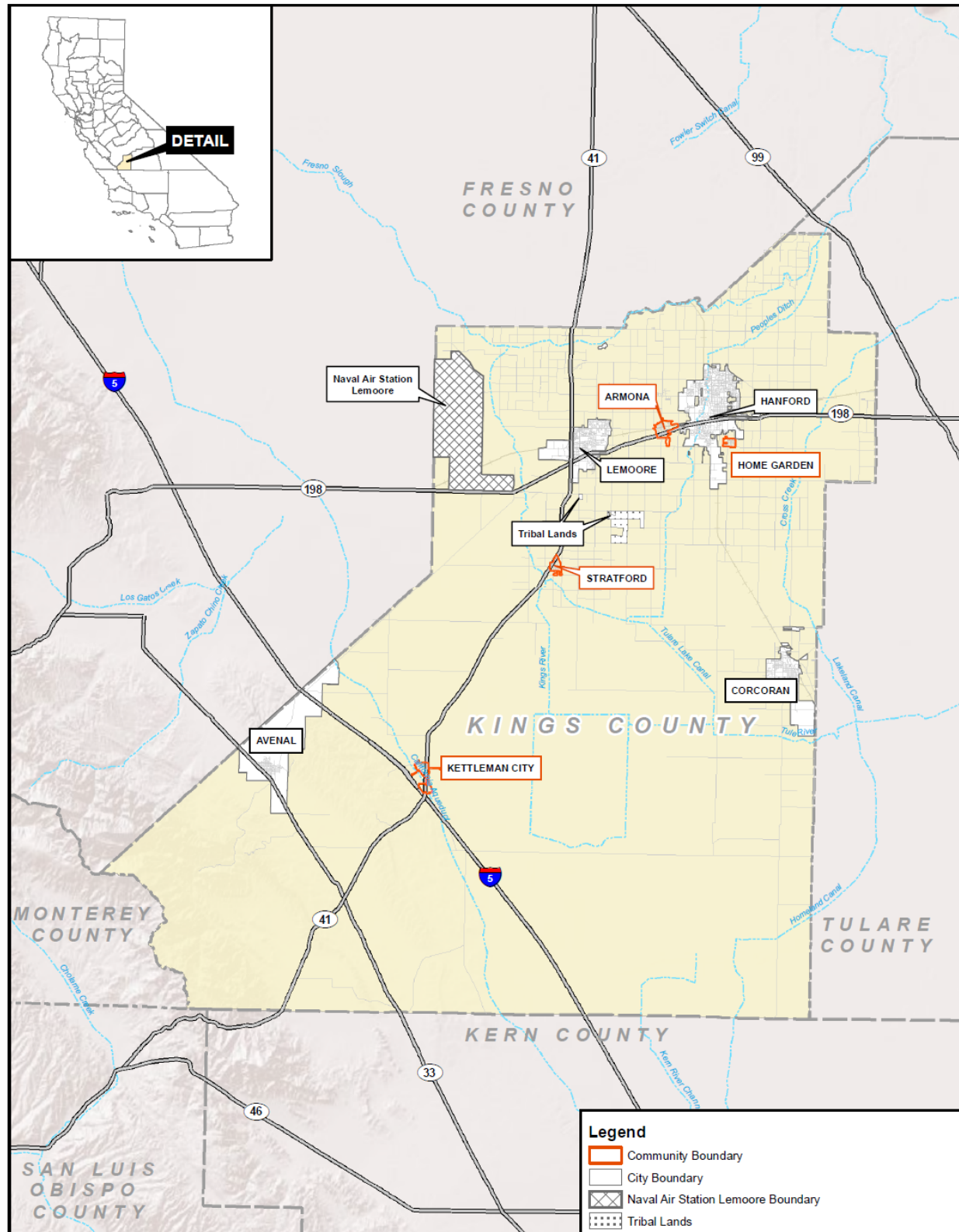
## **A. Planning Context**

Kings County is located within the agriculturally rich San Joaquin Valley, with Fresno County to the north and west, Tulare County to the east, and Kern County to the south. Created in 1893, Kings County was carved from the western portion of Tulare County and later added another 100 square miles from Fresno County. The Kings River, from which the County derives its name, runs along the northern edges and flows south towards the center of the County. Historically, this river flowed farther south to what was once Tulare Lake. Now referred to as the Tulare Lake Basin, this area is extensively used for agricultural crop production.

Kings County is comprised of four cities (Avenal, Corcoran, Hanford, and Lemoore), four unincorporated community service areas (Armona, Home Garden, Kettleman City, and Stratford), and a few other smaller community pockets. According to the California Department of Finance, approximately 150,000 people lived in Kings County as of January 2015, with approximately 13,500 of those housed within the three state prison facilities. The Lemoore Naval Air Station houses approximately 4,900 naval personnel and dependents in approximately 1,630 housing units, while the Santa Rosa Rancheria is home to about 500 Tachi Yokut Indians on 1,535 acres of tribal land.

Access through the County and to other major outside destinations is provided by a network of highways and railroads. While Interstate 5 and State Route 99 provide routes to the Los Angeles and San Francisco Bay metropolitan areas, State Route 41 connects the valley with the Central Coast and Yosemite National Park. State Route 198 provides access to Sequoia National Park. The Burlington Northern Santa Fe Railroad connects Kings County to Sacramento and Bakersfield while the San Joaquin Valley Railroad connects to Huron to the west and Visalia and Porterville to the east. The County's transportation network has played a key role in its economic development. Agriculture remains the predominant landscape of Kings County, with approximately 84% of its land area used for agriculture. While dairy products are the County's leading commodity, the agricultural industry is diversified with cotton, cattle, field crops, seeds, fruit & nuts, vegetables, apiary products, livestock & poultry, and other related products also having a significant presence.

As Kings County begins the 2016-2024 planning period, California is in its fourth consecutive year of drought conditions and water supply is expected to continue to be a serious challenge for both urban and agricultural users.



## **B. Methodology**

### **1. Purpose and Statutory Authority**

The Housing Element is mandated by §§65580-65589 of the California *Government Code*. State Housing Element law requires that each city and county identify and analyze existing and projected housing needs within their jurisdiction and prepare goals, policies, programs and quantified objectives to further the development, improvement, and preservation of housing. To that end, state law requires that the housing element:

- Identify adequate sites to facilitate and encourage the development, maintenance and improvement of housing for households of all economic levels, including persons with special needs;
- Remove, as legally feasible and appropriate, governmental constraints to the production, maintenance, and improvement of housing for persons of all income levels;
- Assist in the development of adequate housing to meet the needs of low- and moderate-income households;
- Conserve and improve the condition of housing and neighborhoods, including existing affordable housing;
- Promote equal housing opportunities for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, or disability; and
- Preserve lower-income publicly-assisted housing developments within each community.

The Housing Element is organized into the following major sections:

- Analysis of the demographic, housing, and special needs characteristics and trends in Kings County jurisdictions (Chapter 2).
- Analysis of land, financial, and organizational resources available to address the housing goals in Kings County (Chapter 3).
- Review of potential market, governmental, and environmental constraints that affect Kings County jurisdictions' ability to address their housing needs (Chapter 4).
- The Housing Plan to address identified housing needs, including housing goals, policies and programs (Chapter 5).
- Evaluation of each jurisdiction's accomplishments toward meeting the goals and objectives set forth in the previous Housing Element (Appendix A).
- A detailed land inventory of suitable sites for housing development (Appendix B).

### **2. Framework for the Joint Kings County Housing Element**

In California, it is typical for each city or county to prepare and maintain its own General Plan and housing element. However, in Kings County the four cities and the County have chosen to collectively



## Chapter 1. Introduction

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prepare a joint Countywide housing element with administrative support from the Kings County Community Development Agency. While unusual, this collaborative approach to the housing element has a number of advantages, including the following:

- Over the past several decades, the trend in dealing with complex public policy issues has been toward a regional approach to problem-solving. Existing housing element law embodies this principle through the regional housing needs allocation (RHNA) process. Perhaps the most recent and far-reaching example of this regional approach is Senate Bill 375, the landmark global warming legislation. SB 375 establishes a framework for regional planning and “Sustainable Communities Strategies” intended to reduce greenhouse gas emissions through land use, housing and transportation policies.
- Housing markets are regional in nature and do not stop at jurisdictional boundaries. Coordinated regional strategies offer the potential to be more effective in addressing housing needs than when each jurisdiction operates individually.
- In difficult economic times such as these, economies of scale accruing from shared resources can result in significant cost savings to jurisdictions that jointly prepare housing elements.

### 3. Data Sources

In preparing the Housing Element, various sources of information were consulted. The 2010 decennial Census and the annual American Community Survey updates were used as the primary sources of demographic information. However, other sources supplemented the Census data where available and relevant, including the following:

- Housing conditions surveys conducted by the jurisdictions;
- Population and housing data from the California Department of Finance (DOF);
- Employment data from the California Employment Development Department (EDD);
- Local economic data from the Kings County Economic Development Corporation;
- Housing market data from the Kings County Board of Realtors;
- Population and housing characteristics from Naval Air Station Lemoore;
- Point-in-time homeless data provided by Kings/Tulare Continuum of Care;
- Land use data based on the General Plans and zoning ordinances of each jurisdiction; and
- Regional housing needs information prepared by the Kings County Association of Governments.

### 4. Relationship to the General Plans

State law requires that the Housing Element be consistent with other elements of jurisdictions’ General Plans. Policies and programs set forth in this Housing Element are consistent with policies and programs in other elements of the respective General Plans. However, if during the implementation of this Housing Element any inconsistencies with other portions of the General Plans are identified, appropriate amendments to maintain internal consistency will be proposed. For example, Government Code Sec.

65302.1 requires jurisdictions within the San Joaquin Valley to include in appropriate elements of the General Plan analysis, policies and feasible implementation measures to improve air quality. This Housing Element supports this provision of state law through its identification of sites for development of a variety of housing types in appropriate locations consistent with the regional growth forecast, regional housing needs plan, and regional transportation plans.

Government Code Sec. 65302 requires amendments to the Safety and Conservation elements to include analysis and policies regarding flood hazard and management information upon the next revision of the Housing Element after January 1, 2009. Sec. 65302.10 also requires each jurisdiction to amend the Land Use Element to identify unincorporated island, fringe, or legacy communities inside or near its boundaries upon each revision of the Housing Element. If necessary, amendments to those elements will be processed in order to maintain consistency between elements.

## **C. Community Involvement**

State law requires local governments to make a diligent effort to achieve public participation of all economic segments of the community in the development of the housing element. To that end, each jurisdiction has provided opportunities for residents, interested parties, and local officials to participate in the update process and offer recommendations regarding housing needs and strategies to address those needs.

The public participation process for this Housing Element involved four major stages:

1. Public workshops and meetings in each of the four cities and the unincorporated County during the preparation of the Draft Housing Element;
2. Publication of the Draft Housing Element and subsequent review by the California Department of Housing and Community Development (HCD);
3. Revisions to the Housing Element to address comments from HCD and publication of a revised Draft Housing Element;
4. Public hearings before the Planning Commission and City Council of each city and the Planning Commission and Board of Supervisors of Kings County prior to adoption of the final Housing Element.

For details regarding the public meetings and hearings, as well as a summary of issues raised during the update process, please refer to Appendix C.

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# Chapter 2. Housing Needs Assessment

The availability of decent and affordable housing for residents is an important housing goal. To accomplish this goal, a comprehensive assessment of housing needs provides the basis for developing responsive policies and programs. This chapter presents and analyzes demographic, economic, and housing characteristics and their impact upon housing needs in the cities of Avenal, Corcoran, Hanford, and Lemoore and unincorporated Kings County. The Housing Plan (Chapter 5) provides the policies and strategies to address identified housing needs.



## A. Population and Household Characteristics

Housing needs in Kings County are largely determined by population and employment growth, coupled with various demographic variables. Characteristics such as age, household size, occupation, and income combine to influence the type of housing needed and its affordability.

### 1. Population Trends

Kings County is comprised of four incorporated cities (Avenal, Corcoran, Hanford, and Lemoore), four unincorporated community service areas (Armona, Home Garden, Kettleman City, and Stratford), and a few other smaller community pockets. According to the California Department of Finance (DOF), Kings County had a total population of 149,721 in 2015; however, about 11% of that is represented by persons in group quarters, primarily the state prisons and Naval Air Station Lemoore (Table 2-1).

**Table 2-1**  
**Kings County Population Growth, 1990-2015**

Jurisdiction	Household Population				Change 1990-2015	
	1990	2000	2010	2015	Persons	%
Avenal	5,505	7,973	9,082	9,095	3,590	65.2%
Corcoran	8,309	9,539	12,573	12,630	4,321	52.0%
Hanford	29,927	40,839	53,068	54,603	24,676	82.5%
Lemoore	13,606	19,710	24,514	25,308	11,702	86.0%
Unincorporated	32,122	31,271	32,165	31,502	(620)	(1.9%)
County Totals	89,469	109,332	131,402	133,138	43,669	48.8%

Note: All numbers exclude persons in group quarters (State prisons and Naval Air Station Lemoore)

Sources: U.S. Census; Cal. Dept. of Finance, E5 & E8 Population & Housing Estimates, May 2015

During the past 25 years, Hanford has seen the largest population increase with about 57% of Kings County's total growth. Lemoore also experienced substantial growth during this period, with a population increase of 86%. Avenal and Corcoran saw population increases of about 65% and 52%, respectively, during the 1990-2015 time period. The unincorporated county has experienced a small decline in population since 1990.

According to DOF<sup>1</sup>, Kings County's household population (i.e., excluding group quarters) is projected to reach approximately 167,000 by the year 2030, a gain of about 25% over 2015 levels.

## 2. Age Characteristics

Although population growth strongly affects total demand for new housing, housing needs are also influenced by age characteristics. Typically, different age groups have distinct lifestyles, family characteristics, incomes, and housing preferences. As people move through each stage of life, their housing needs and preferences also change. Age characteristics are therefore important in planning for the changing housing needs of residents.

Coupled with housing prices, the homeownership rate is related to householder age. Homeownership rates tend to increase with the age and income of the householder.

Housing needs often differ by age group. For instance, most young adults (under 34) are single or starting families. Housing needs for younger adults are addressed through apartments or first-time homeownership opportunities. Middle-aged residents (34-64) may already be homeowners, are usually in their prime earning years and have dependents living at home, and thus tend to seek larger homes. Seniors often own a home but, due to limited income or disabilities, may need assistance to remain in their homes. As life expectancies increase, the 65+ age group is projected to be the fastest-growing population segment, resulting in increasing need for assisted living and care facilities.

As shown in Table 2-2, Corcoran has the lowest percentage of children while Hanford has the highest percentage of seniors age 65+.

**Table 2-2**  
**Age Distribution**

Age Group	Avenal	Corcoran	Hanford	Lemoore	Kings County
Total population	15,001	24,043	54,195	24,616	151,806
Under 5 years	10.5%	5.2%	8.0%	10.3%	8.4%
5 to 19 years	21.0%	14.9%	24.6%	23.3%	22.3%
20 to 29 years	18.2%	17.4%	15.1%	17.7%	17.3%
30 to 64 years	45.4%	57.0%	42.0%	41.4%	43.8%
65 to 84 years	4.4%	4.8%	8.9%	6.6%	7.3%
85 years and over	0.6%	0.6%	1.4%	0.8%	1.0%
Median age	30.1	36.1	31.7	28.7	31.1

Source: Census 2009-2013 ACS, Table S0101

## 3. Race and Ethnicity

As shown in Table 2-3, the largest racial/ethnic groups in Kings County in 2000 were Hispanics (51%) and Non-Hispanic Whites (35%). Asian, African American and other groups together comprised about 12% of the County total.

---

<sup>1</sup> California, Department of Finance, P-4 Report, Population Projections for California Counties 2015-2030, March 2015.

**Table 2-3**  
**Race and Ethnicity**

Racial/Ethnic Group	Avenal	Corcoran	Hanford	Lemoore	Unincorp	Kings County
Not Hispanic or Latino	28.2%	37.4%	52.9%	60.0%	53.3%	49.1%
-White	15.4%	19.4%	41.1%	41.0%	42.2%	35.2%
-Black or African American	9.9%	14.6%	4.4%	5.9%	3.9%	6.7%
-American Indian/Alaska Native	0.5%	0.5%	0.6%	0.8%	1.6%	0.8%
-Asian	0.7%	0.7%	4.1%	7.8%	2.7%	3.5%
-Native Hawaiian/Pacific Islander	0.0%	0.0%	0.1%	0.4%	0.2%	0.1%
-Other races or 2+ races	1.7%	2.1%	2.6%	4.0%	2.7%	2.7%
Hispanic or Latino (any race)	71.8%	62.6%	47.1%	40.0%	46.7%	50.9%
Total	100%	100%	100%	100%	100%	100%

Source: 2010 Census, Table DP-1

## 4. Household Type and Overcrowding

A household refers to the people occupying a home, such as a family, a single person, or unrelated persons living together. Families often prefer single-family homes or condominiums to accommodate children, while single persons generally occupy smaller apartments or condominiums. Single-person households often include seniors or young adults.

Table 2-4 displays household composition by community as reported by the Census ACS. Families comprised approximately 77% of all households within Kings County. Countywide, the proportion of single households was approximately 18%. However, the percentage of single households varied by location. The cities of Hanford (20.5%) and Lemoore (19.5%) had the highest percentage of single-person households.

As noted earlier, Kings County has a significant population of people living in group quarters who are not counted as households. Avenal and Corcoran State Prisons are counted in the total population figures, but are not counted as households. The same is true for persons living on-base at Naval Air Station Lemoore.

**Table 2-4**  
**Household Characteristics**

Age Group	Avenal	Corcoran	Hanford	Lemoore	Uninc.	Kings County
Total households	2,727	3,516	17,161	8,072	9,309	40,785
Family households	82.5%	77.4%	75.5%	73.3%	83.0%	77.4%
With own children under 18 years	48.6%	48.2%	41.8%	38.5%	44.1%	42.7%
Married-couple family	53.6%	50.5%	53.3%	45.9%	62.8%	53.8%
With own children under 18 years	33.0%	31.6%	27.7%	23.6%	33.3%	28.9%
Male householder, no wife present	11.1%	8.2%	8.1%	7.0%	7.6%	8.0%
With own children under 18 years	3.8%	4.6%	5.3%	4.1%	3.6%	4.5%
Female householder, no husband present	17.7%	18.8%	14.1%	20.4%	12.6%	15.6%
With own children under 18 years	11.8%	12.0%	8.8%	10.8%	7.2%	9.3%
Nonfamily households	17.5%	22.6%	24.5%	26.7%	17.0%	22.6%
Householder living alone	14.8%	17.7%	20.5%	19.5%	12.7%	17.9%
65 years and over	5.8%	5.5%	7.9%	6.6%	6.1%	6.9%
Average household size	4.08	3.61	3.11	3.05	na	3.28

Source: Census 2009-2013 ACS, Table DP-2

**Overcrowding**

Overcrowding is often closely related to household income and the cost of housing. The U.S. Census Bureau considers a household to be overcrowded when there is more than one person per room, excluding bathrooms and kitchens; and to be severely overcrowded when there are more than 1.5 occupants per room. Overcrowded households are usually a reflection of the lack of adequate income for housing.

Table 2-5 details the percentage of households that live in overcrowded situations. Overcrowding is more prevalent among renters than owners. Avenal showed the highest rate of overcrowding, with over 23% of renters and 8% of owners reporting more than one person per room. About 18% of Corcoran renters reported overcrowding or severe overcrowding.

**Table 2-5**  
**Overcrowding by Tenure**

Persons per Room	Avenal	Corcoran	Hanford	Lemoore	Uninc.	Kings County
Total households	2,727	3,516	17,161	8,072	9,309	40,785
Owner occupied:	996	1,605	9,658	4,363	4,505	21,127
0.50 or less	42.9%	49.3%	63.2%	63.1%	57.0%	59.8%
0.51 to 1.00	49.3%	41.6%	32.5%	33.0%	34.6%	34.5%
1.01 to 1.50	4.6%	6.5%	3.2%	3.0%	6.7%	4.2%
1.51 to 2.00	3.2%	2.5%	0.6%	1.0%	1.8%	1.2%
2.01 or more	0.0%	0.0%	0.4%	0.0%	0.1%	0.2%
Renter occupied:	1,731	1,911	7,503	3,709	4,804	19,658
0.50 or less	25.9%	42.2%	49.9%	53.1%	42.0%	45.7%
0.51 to 1.00	50.4%	39.8%	36.5%	40.1%	50.9%	42.2%
1.01 to 1.50	13.9%	12.5%	11.2%	5.5%	5.9%	9.2%
1.51 to 2.00	8.3%	4.9%	1.6%	0.8%	1.2%	2.3%
2.01 or more	1.5%	0.6%	0.9%	0.5%	0.0%	0.6%

Source: Census 2009-2013 ACS, Table B25014

## 5. Household Income and Overpayment

Along with housing prices and rents, household income is the most important factor affecting housing opportunities within Kings County. Housing choices such as tenure (owning versus renting), housing type, and location are dependent on household income. On the other hand, however, household size and type often affect the proportion of income that can be spent on housing. Table 2-6 shows the median household income of each community as reported by the Census ACS.

**Table 2-6**  
**Median Household Income**

Jurisdiction	Median Household Income	% of County
Avenal	\$ 28,794	60%
Corcoran	\$ 32,914	68%
Hanford	\$ 52,614	109%
Lemoore	\$ 53,711	112%
Unincorporated	N/A	N/A
Kings County	\$ 48,133	100%

Source: Census 2009-2013 ACS

The median household income for the entire County was reported as \$48,133. Hanford and Lemoore had the highest median household incomes at approximately \$52,600 and \$53,700, respectively. This is likely due to the larger proportion of these cities' workforces with "white-collar" jobs.

## A. Population and Household Characteristics

Avenal and Corcoran had median households below the County average, at \$28,794 and \$32,914, respectively. In both communities, a larger proportion of the workforce held “blue-collar” jobs such as farming, construction, extraction, manufacturing, production, transportation, and material moving.

Although median household income is a common benchmark for comparison, the distribution of household income also provides a useful measure of housing needs in a community. In housing analysis, households are typically grouped into categories, expressed relative to the Area Median Income (AMI) and adjusted for family size. Using State of California income thresholds, the income groups analyzed were as follows:

- Extremely low income: Up to 30% of AMI
- Very low income: 31-50% of AMI
- Low income: 51-80% of AMI
- Moderate income: 81-120% of AMI
- Upper income: Above 120% of AMI

Table 2-7 estimates the number of households within each income category in each jurisdiction as reported in HUD Comprehensive Housing Affordability Strategy (CHAS) data based on the 2007-2011 Census ACS. In comparison to other cities, Avenal and Corcoran had the highest percentage of extremely-low-, very-low- and low-income households. Countywide, 43% of all households had extremely-low, very-low and low incomes. Hanford and Lemoore had the highest proportion of residents with moderate and above-moderate incomes.

### Extremely Low Income Households

In 2006 state law was amended (Assembly Bill 2634) to add the Extremely-Low-Income (ELI) category (up to 30% AMI) to the required analysis of household characteristics and housing growth needs. Due to their limited incomes, these households have the greatest difficulty finding suitable housing at an affordable price. Further discussion of housing costs and affordability, as well as housing growth needs by income category is provided later in this chapter.

**Table 2-7**  
**Household Income Distribution by Tenure**

Income Category	Avenal	Corcoran	Hanford	Lemoore	Uninc.	Kings County
<b>Owners</b>						
<= 30%	4.9%	5.2%	2.1%	6.4%	5.6%	4.1%
>30% to <=50%	4.5%	12.4%	5.8%	4.1%	7.7%	6.4%
>50% to <=80%	28.8%	26.9%	12.4%	8.7%	15.5%	14.4%
>80% to <=100%	24.3%	13.9%	9.4%	10.2%	11.1%	11.1%
>100%	37.4%	41.6%	70.1%	70.5%	60.4%	64.0%
Total	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
<b>Renters</b>						
<= 30%	33.7%	28.0%	13.5%	11.3%	12.6%	16.5%
>30% to <=50%	31.0%	26.5%	16.7%	9.5%	15.2%	17.6%
>50% to <=80%	7.5%	22.2%	20.1%	23.2%	27.7%	21.3%
>80% to <=100%	5.6%	9.6%	11.6%	12.1%	10.1%	10.5%
>100%	22.0%	13.4%	38.0%	43.7%	34.7%	34.1%
Total	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

Source: HUD CHAS data based on Census 2007-2011 ACS



**Housing Overpayment**

State and federal housing law defines *overpayment* as a household paying more than 30% of gross income for housing expenses, including utilities. Housing overpayment is especially problematic for lower-income households that have limited resources for other living expenses.

As shown in Table 2-8, a significant portion of lower-income households in each community overpaid for housing according to HUD CHAS data (special tabulations based on the Census ACS). However, the overpayment rate varied by tenure and income level. More than half of all very-low- and extremely-low-income households in all jurisdictions, both owners and renters, were reported to be overpaying. In most communities, however, more renter households than owner households were overpaying. Few households with incomes above the median faced overpayment – often less than 10% of households.

**Table 2-8**  
**Household Overpayment by Tenure**

Income Category	Avenal	Corcoran	Hanford	Lemoore	Uninc.	Kings County
<b>Owners</b>						
<= 30%	100.0%	72.2%	69.0%	57.1%	72.7%	68.9%
>30% to <=50%	72.7%	60.5%	59.8%	77.8%	64.5%	64.0%
>50% to <=80%	45.7%	67.7%	51.0%	55.3%	46.4%	52.3%
>80% to <=100%	27.1%	43.8%	37.0%	79.8%	41.8%	45.3%
>100%	8.8%	9.7%	18.5%	20.4%	22.6%	19.0%
Total	31.3%	39.6%	27.8%	34.3%	34.5%	31.6%
<b>Renters</b>						
<= 30%	92.8%	95.8%	75.0%	74.3%	52.6%	78.0%
>30% to <=50%	79.7%	65.9%	80.7%	96.8%	75.7%	78.9%
>50% to <=80%	29.0%	40.5%	48.5%	50.7%	46.0%	46.6%
>80% to <=100%	13.0%	24.2%	55.7%	27.8%	30.1%	38.6%
>100%	0.0%	4.3%	7.5%	4.2%	3.8%	5.2%
Total	58.8%	56.2%	42.7%	34.6%	35.2%	42.5%

Source: HUD CHAS data based on Census 2007-2011 ACS

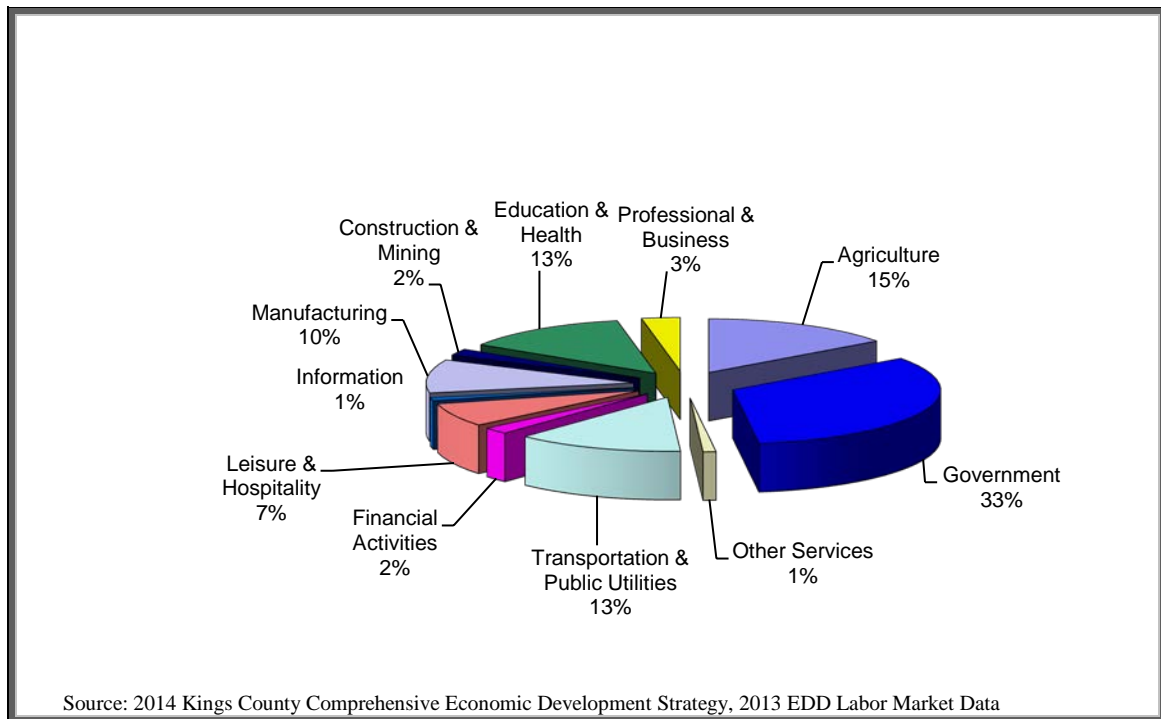
## B. Employment Trends

Kings County's economy has an important impact on housing needs. Employment growth typically results in increased housing demand in areas that serve as regional employment centers. Moreover, the type of occupation and income levels for new employment also affects housing demand. This section describes the economic and employment patterns in Kings County and how these patterns influence housing needs.

### 1. Employment by Industry

Kings County supports a diversified economy as shown in Figure 2. Government represents the largest sector (due in large part to state prisons) and provided 33% of all jobs in the County as of 2013. Agriculture represented 15% of jobs, while Education & Health and Transportation & Public Utilities each provided 13% of employment.

**Figure 2 – Kings County Employment by Industry**



In August 2014, the Kings County's civilian labor force was approximately 59,500, with an unemployment rate of 10.6% (not seasonally adjusted). In reviewing the annual data for 2013, Kings County had 60,000 people in its labor force and an unemployment rate of 13.5%. In comparing the County unemployment rate to California, the August 2014 rate was 7.4% and 8.9% for the annual average for 2013. Historically, agriculture and government have dominated Kings County's economy. Agriculturally-oriented counties tend to have higher unemployment rates and greater seasonal variations in unemployment. Kings County is ranked 8th among California counties in agricultural production. According to the Kings County 2013 Annual Agricultural Crop Report, milk remains the county's leading commodity, followed by cotton (second) and cattle (third). With the entire state in a severe drought, it is uncertain to what extent future water supplies will affect agricultural employment.

## Chapter 2. Housing Needs Assessment

Table 2-9 through Table 2-13 summarize the major employers for the jurisdictions of Kings County. Given the rural nature of the unincorporated communities, employment and economic activity is concentrated in the cities.

**Table 2-9**  
**Major Employers - Avenal**

Employer	Employees	Industry
Avenal State Prison	1,143	Correctional Facility
Keenan Farms	200	Agricultural
Paramount Child Development Center	15	Pre-School Child Care
City of Avenal	47	Government

Source: October 2014, Kings Economic Development Corporation

**Table 2-10**  
**Major Employers - Corcoran**

Employer	Employees	Industry
J.G. Boswell Company	1,300	Agricultural
J.G. Boswell Company Tomato	167	Agricultural
MidState Precast	45	Precast Concrete
Camfil Farr Company	50	Industrial Air Filters
Sawtelle & Rosprim	22	Machine Shop/ Fabrication
Proctor & Crookshanks Companies	50	Ready-Mixed Concrete
Hansen Ranches/ Equipment	50	Agricultural
Buttonwillow Warehouse Company	33	Fertilizer, Pesticides, Grain
City of Corcoran	75	Government
Lakeland Dusters	23	Aviation
Corcoran Machine Works	12	Machine Shop/ Fabrication
Corcoran State Substance Abuse Treatment Facility	1,854	Correctional Facility
Corcoran State Prison I	2,163	Correctional Facility

Source: October 2014, Kings Economic Development Corporation

**Table 2-11**  
**Major Employers - Hanford**

Employer	Employees	Industry
Olam Spices & Vegetables	425	Onions/Garlic Processing
Exopack	77	Multiwall Packaging/ Bags
Excelsior Farming	630	Field Fruit
Del Monte	1,240	Tomato Processing
Marquez Brothers International Inc.	288	Mexican Cheese Products
Central Valley Meats	460	Meat Packing/ Processing
Netto Ag, Inc.	115	Custom Harvesting
Warmerdam Packing	650	Fruit Packing
Kings County School District	4,058	Education/ Schools
Adventist Health/ Central Valley Network	2,200	Health Care
Nichols Farms	316	Pistachios
City of Hanford	261	Government
Kings County Government Center	1,365	Government
Wal-mart	500	Retail Store

Source: October 2014, Kings Economic Development Corporation

**Table 2-12**  
**Major Employers - Lemoore**

Employer	Employees	Industry
Leprino Foods- East	308	Mozzarella Cheese
Leprino Foods- West	970	Mozzarella Cheese
Olam Tomato	1,000	Tomato Processing
K-Mart	110	Retail
Crisp Warehouse	50	Farm Warehousing
Agusa Inc.	35	Dehydrated Tomato
Naval Air Station Lemoore	7,600 (civilians)	Naval Air Station
Blair Air and Ground	20	Agricultural/ Aviation
Tachi Palace Hotel & Casino	1,500	Casino & Hotel
City of Lemoore	144	Government

Source: October 2014, Kings Economic Development Corporation

**Table 2-13**  
**Major Employers – Kings County Unincorporated**

Employer	Employees	Industry
<i>(Armona)</i>		
Valley Pump & Dairy Systems	20	Irrigation Pumps
Bennett & Bennett Inc.	12	Pipe
Central Valley Cabinet	10	Wood Kitchen Cabinets
Raven's Deli	9	Restaurant/ Dried Beef
<i>(Kettleman City)</i>		
FedEx Facility	125	Parcel Shipping
Conway Express	30	Cargo Trucking
Waste Management	37	Hazardous Waste Disposal
Bravo Farms	30	Highway Retail
<i>(Stratford)</i>		
J.C. Diversifield	150	Agricultural Processing
Orton Equipment Company	23	Farm Equipment Sales

Source: October 2014, Kings Economic Development Corporation

## 2. Occupations Held by Residents

Occupations held by residents determine the income earned by a household and their corresponding ability to afford housing. Higher paying jobs provide broader housing opportunities for residents, while lower-paying jobs limit housing options. Understanding employment and occupation patterns can thus provide insight into present housing needs. Table 2-14 describes the number and type of jobs held by residents in each community based on recent Census estimates.

**Table 2-14**  
**Occupations Held by Civilians**

Jurisdiction	Avenal	Corcoran	Hanford	Lemoore	Unincorp.	Kings County
Management, business, science, and arts occupations	2.8%	11.8%	28.7%	33.3%	22.9%	24.9%
Service occupations	23.9%	20.8%	25.1%	22.5%	19.8%	23.0%
Sales and office occupations	13.5%	19.2%	21.8%	17.1%	16.9%	18.9%
Natural resources, construction, & maintenance occupations	48.5%	32.6%	13.3%	12.5%	23.9%	19.8%
Production, transportation, & material moving occupations	11.2%	15.6%	11.0%	14.7%	16.6%	13.4%

Source: Census 2009-2013 ACS, Table DP-3

In Hanford and Lemoore, a higher proportion of residents held managerial, business or financial related employment. These types of “white-collar” jobs typically pay higher salaries and thus allow residents to afford a greater choice of housing opportunities. However, service occupations, sales/office positions, and “blue-collar” positions typically pay relatively lower wages. Residents in these occupations have more limited ability to afford housing and, in some cases, are in the greatest need of affordable housing and assistance.

### 3. Jobs-Housing Balance and Commute Patterns

Commuting patterns in Kings County have an important implication for housing needs. Larger employers in the County (e.g., three state prisons, Naval Air Station Lemoore, and agricultural industries) generate a significant number of jobs. However, the workforce employed at these institutions or in the agricultural industries may live in other communities for a variety of reasons, including preferences, the availability of suitable housing, or other reasons.

Commuting patterns show the relationship between where people live and where they work. Long commuting distances increase traffic congestion that strains the existing overcrowded road and highways infrastructure systems that are often in need of maintenance. Long commuting distances also contributes to poor air quality, increases expenses to the commuting workforce, and has been shown to have negative consequences on personal health. One of the aims of the Regional Housing Needs Allocation (RHNA) Plan is to direct new housing growth to employment centers in order to balance the jobs-housing ratio and decrease commuting distances.

The table below details the workforce that resides within the Kings County region. Roughly 80% of the approximate 54,000-person workforce stays within the Kings County area for employment. The remaining workforce is employed outside the County, with less than 1% working outside the State (see Table 2-15).

**Table 2-15**  
**Work Location of Kings County Residents**

Work Location	Residents	Percentage
In Kings County	43,298	79.5%
Outside Kings County	10,947	20.1%
Outside of California	217	0.4%
<b>Total</b>	<b>54,462</b>	<b>100%</b>

Source: Census 2008-2012 ACS

When considering the work locations of city residents within the Kings County region as illustrated in Table 2-16, the City of Hanford has the largest concentration of workers at 45.5% that live and work within their jurisdictional limits. As the largest jurisdiction in the Kings County region, the City of Hanford has the lowest proportion of residents at 54.4% who commute to jobs elsewhere in Kings County. The City of Avenal has the largest proportion of residents who commute to jobs outside of their home city at 76.6%, followed closely by the City of Lemoore at 69.6%. According to recent Census estimates, 38% of residents work in their city of residence, with 62% commuting to other work locations in Kings County. Interestingly, this is a shift from the 2000 Census data, where 48% of residents worked in their home city and 36% commuted to work elsewhere in Kings County.

When considering work locations of residents in Kings County, the jobs-housing balance can be explored. The jobs-housing balance refers to the approximate distribution of employment opportunities and workforce population in respect to a geographic area. Research has shown that a jobs-housing balanced area is less likely to have residents who commute long distances in a vehicle. Residents may also be more

likely to walk, cycle, or use public transportation when there is a balanced jobs-housing ratio. There is a general consensus that a balance of jobs to housing within an area can contribute to more sustainable travel in the form of shorter work trip distances. In looking at job locations and travel patterns in the Kings County region, the City of Hanford has the most balanced jobs-housing ratio or the most opportunities for residents to live near their place of employment.

**Table 2-16**  
**Work Locations of City Residents**

Residence Location	Avenal		Corcoran		Hanford		Lemoore		All Cities	
	No.	%	No.	%	No.	%	No.	%	No.	%
Same City	1,196	23.4%	1,644	41.8%	9,174	45.5%	3,223	30.4%	15,237	38.0%
Elsewhere in Kings County	3,913	76.6%	2,288	58.2%	10,989	54.4%	7,380	69.6%	24,570	62.0%
<b>Totals</b>	<b>5,109</b>	<b>100%</b>	<b>3,932</b>	<b>100%</b>	<b>20,163</b>	<b>100%</b>	<b>10,603</b>	<b>100%</b>	<b>39,807</b>	<b>100%</b>

Source: Census 2008-2012 ACS

## C. Housing Characteristics

This section describes the housing characteristics and conditions that affect housing needs in Kings County. Important housing stock characteristics include housing type, tenure, vacancy rates, age, condition, cost and affordability.



### 1. Housing Type

The California Department of Finance (DOF) provides annual estimates of the number of housing units by type for each jurisdiction based on reported building and demolition permits. DOF estimated that Kings County had a total of 44,888 housing units in 2015, representing a growth of 1,021 new units (2%) countywide since 2010. As is typical in small towns and rural areas, the majority of housing stock in all jurisdictions is comprised of single-family detached houses. Single-family attached (condominium) units represent just 4.9% of all units countywide. Approximately 18% of the county's housing stock consisted of multi-family projects, such as apartments and townhomes. The remaining 4.4% of housing units in Kings County were mobile and manufactured homes. As shown in Table 2-17, Avenal had the highest total percentage of multi-family units while Lemoore had the highest proportion of larger multi-family developments with five or more units. Unincorporated areas had the highest percentage of mobile homes.

**Table 2-17**  
**Housing Units by Type**

Jurisdictions	Housing Units	Percent of Housing by Type				
		Single-Family Detached	Single Family Attached	Multi-Family (2-4 units)	Multi-Family (5+ units)	Mobile homes
Avenal	2,434	62.4%	3.3%	17.7%	12.2%	4.4%
Corcoran	4,009	73.7%	3.3%	10.7%	7.4%	4.9%
Hanford	19,133	73.5%	3.3%	8.9%	12.1%	2.2%
Lemoore	8,977	71.0%	3.7%	8.5%	13.3%	3.4%
Unincorporated	10,335	74.5%	10.0%	4.7%	1.5%	9.3%
<b>Kings County</b>	<b>44,888</b>	<b>72.6%</b>	<b>4.9%</b>	<b>8.5%</b>	<b>9.5%</b>	<b>4.4%</b>

Source: California Department of Finance, E-5 Report, May 2015

### 2. Housing Tenure and Vacancy Rates

Housing tenure (owner vs. renter) influences several aspects of the local housing market. Residential mobility is influenced by tenure, with ownership housing evidencing a lower turnover rate than rental housing. The vacancy rate also indicates the match between the demand and supply of housing. Table 2-18 details housing tenure and vacancies in Kings County and incorporated communities according to the 2010 Census. Vacancy rates of 5% to 6% for rental housing and 1.5% to 2.0% for ownership housing are generally considered to be optimum. A higher vacancy rate may indicate an excess supply of units, a softer market, and result in lower housing prices. A lower vacancy rate may indicate a shortage of housing and high competition for available housing, which generally leads to higher housing prices and diminished affordability.

**Table 2-18**  
**Household Tenure and Vacancy Rates**

Housing Type	Avenal		Corcoran		Hanford		Lemoore		Uninc.		Kings County	
	Units	%	Units	%	Units	%	Units	%	Units	%	Units	%
<b>Occupied housing units</b>	2,222	92.2%	3,594	90.8%	17,492	94.6%	8,196	94.9%	9,729	93.8%	41,233	94.0%
Owner-occupied housing units	1,011	42.0%	1,851	46.8%	10,208	55.2%	4,323	50.1%	4,936	47.6%	22,329	50.9%
Avg HH size of owner-occupied units	4.03		3.57		3.05		3.14		3.13		3.17	
Renter-occupied housing units	1,211	50.2%	1,743	44.0%	7,284	39.4%	3,873	44.9%	4,793	46.2%	18,904	43.1%
Avg HH size of renter-occupied units	4.13		3.42		3.01		2.83		3.49		3.21	
<b>Vacant housing units</b>	188	7.8%	364	9.2%	1,001	5.4%	436	5.1%	645	6.2%	2,634	6.0%
For rent	66	2.7%	235	5.9%	355	1.9%	209	2.4%	190	1.8%	1,055	2.4%
Rented, not occupied	7	0.3%	8	0.2%	21	0.1%	13	0.2%	9	0.1%	58	0.1%
For sale only	30	1.2%	33	0.8%	255	1.4%	87	1.0%	64	0.6%	469	1.1%
Sold, not occupied	3	0.1%	9	0.2%	54	0.3%	12	0.1%	42	0.4%	120	0.3%
For seasonal or occasional use	27	1.1%	16	0.4%	46	0.2%	14	0.2%	51	0.5%	154	0.4%
All other vacants	55	2.3%	63	1.6%	270	1.5%	101	1.2%	289	2.8%	778	1.8%
Homeowner vacancy rate (%)	2.9		1.7		2.4		2.0		n.a.		2.0	
Rental vacancy rate (%)	5.1		11.8		4.6		5.1		n.a.		5.3	
<b>Total housing units</b>	2,410	100%	3,958	100%	18,493	100%	8,632	100%	10,374	100%	43,867	100%

Source: 2010 Census, Table DP-1



## Chapter 2. Housing Needs Assessment

According to the Census, the housing vacancy rate in Kings County totaled 2.0% among for-sale units and 5.3% for rental units. However, the vacancy rate varied among communities. Corcoran had the highest rental vacancy rate at 11.8% yet the lowest vacancy rate among for-sale units at 1.7%. Avenal had the highest vacancy rates among for-sale units (2.9%). Hanford and Lemoore had the highest homeownership rates, at 55% and 50% respectively.

### 3. Housing Conditions

Housing conditions are an important indicator of quality of life in Kings County communities. Like any asset, housing ages and deteriorates over time. If not regularly maintained, structures can deteriorate and discourage reinvestment, depress neighborhood property values, and even become health hazards. Thus maintaining and improving housing quality is an important goal for communities.

Housing age can be an indicator of the need for housing rehabilitation. As shown in Table 2-19, recent Census estimates reported that over half of all housing in Kings County has been built since 1980, reflecting the significant housing growth in recent decades. Approximately 49% of the homes Countywide exceeded 35 years of age.

Most homes require increased maintenance after 30 years. Common repairs include a new roof, painting, plumbing, appliances and fixtures. Homes older than 50 years often require more substantial repairs (e.g., new siding, plumbing, or upgrades to electrical systems) in order to maintain the useful life and quality of the structure. Moreover, lead-based paint hazards are also more common in homes built before 1978 and particularly for homes built more than 50 years ago.

**Table 2-19**  
**Age of Housing Stock**

Housing Type	Avenal		Corcoran		Hanford		Lemoore		Uninc		Kings County	
	Units	%	Units	%	Units	%	Units	%	Units	%	Units	%
Total housing units	2,874	100%	3,784	100%	18,777	100%	8,662	100%	10,037	100%	44,134	100%
Built 2010 or later	0	0.0%	56	1.5%	87	0.5%	0	0.0%	45	0.4%	188	0.4%
Built 2000 to 2009	595	20.7%	652	17.2%	3,087	16.4%	1,688	19.5%	1,793	17.9%	7,815	17.7%
Built 1990 to 1999	422	14.7%	302	8.0%	4,034	21.5%	1,984	22.9%	1,403	14.0%	8,145	18.5%
Built 1980 to 1989	349	12.1%	750	19.8%	2,729	14.5%	1,606	18.5%	1,181	11.8%	6,615	15.0%
Built 1970 to 1979	465	16.2%	553	14.6%	3,215	17.1%	1,440	16.6%	1,866	18.6%	7,539	17.1%
Built 1960 to 1969	225	7.8%	610	16.1%	2,036	10.8%	743	8.6%	1,151	11.5%	4,765	10.8%
Built 1950 to 1959	245	8.5%	339	9.0%	1,774	9.4%	667	7.7%	1,120	11.2%	4,145	9.4%
Built 1940 to 1949	308	10.7%	335	8.9%	611	3.3%	166	1.9%	589	5.9%	2,009	4.6%
Built 1939 or earlier	265	9.2%	187	4.9%	1,204	6.4%	368	4.2%	889	8.9%	2,913	6.6%

Source: Census 2009-2013 ACS, Table DP4

As part of the 2010 Housing Element update process, each jurisdiction in Kings County conducted a comprehensive survey of housing conditions within their community. The surveys were based upon criteria developed by the California Department of Housing and Community Development. Housing was classified according to five categories – sound, minor repair, moderate repair, substantial repair, or dilapidated. Table 2-20 summarizes the results of these housing conditions surveys. Housing conditions do not appear to have changed significantly since those surveys were conducted.

Lemoore found the fewest problems, with 82% of the housing stock reported in sound condition. This is not surprising since Lemoore also has the newest housing stock. Hanford reported over three-quarters of its housing stock in sound condition. Avenal and Corcoran reported the highest proportions of structures with problems. In Avenal, 42% were in need of repair (minor, moderate or substantial) and 9% were considered dilapidated. In Corcoran, 55% of homes required repairs and 8% were dilapidated.

The housing plans for each of the jurisdictions include programs to improve housing conditions by providing grants or loans to assist low- and moderate-income households with housing repairs and rehabilitation. However, because funding for these programs has been reduced due to the statewide dissolution of redevelopment agencies, other funding sources must be found.

**Table 2-20**  
**Housing Conditions**

Jurisdiction	Housing Conditions				
	Sound	Minor Repair	Moderate Repair	Substantial Repair	Dilapidated
Avenal	49%	7%	22%	13%	9%
Corcoran	37%	18%	28%	9%	8%
Hanford	73%	19%	8%	<1%	<1%
Lemoore	82%	15%	3%	<1%	<1%
Unincorporated Community Districts and Public Utility District	<1%	24%	47%	15%	14%

Source: Housing Conditions Reports for individual jurisdictions (2008-09)

## 4. Housing Affordability

State law establishes five income categories for purposes of housing programs based on the area (i.e., County) median income (“AMI”): extremely-low (30% or less of AMI), very-low (31-50% of AMI), low (51-80% of AMI), moderate (81-120% of AMI) and above-moderate (over 120% of AMI). Housing affordability is based on the relationship between household income and housing expenses. According to HUD and the California Department of Housing and Community Development<sup>2</sup>, housing is considered “affordable” if the monthly housing cost (including utilities) is no more than 30% of a household’s gross income.

Table 2-21 shows current (2015) affordable rent levels and estimated affordable purchase prices for jurisdictions in Kings County by income category. Based on state-adopted standards, the maximum affordable monthly rent for extremely-low-income households is \$606, while the maximum affordable rent for very-low-income households is \$724. The maximum affordable rent for low-income households is \$1,158, while the maximum for moderate-income households is \$1,738. Maximum purchase prices are more difficult to determine due to variations in mortgage interest rates and qualifying procedures, down payments, special tax assessments, homeowner association fees, property insurance rates, etc. With this caveat, the maximum home purchase prices by income category shown in Table 2-21 have been estimated based on typical conditions in Kings County.

<sup>2</sup> HCD memo of 4/15/2015 (<http://www.hcd.ca.gov/hpd/hrc/rep/state/inc2k15.pdf>)

**Table 2-21**  
**Income Categories and Affordable Housing Costs**

2015 County Median Income = \$57,900	Income Limits	Affordable Rent	Affordable Price (est.)
Extremely Low (<30%)	\$24,250	\$606	\$110,000
Very Low (31-50%)	\$28,950	\$724	\$130,000
Low (51-80%)	\$46,300	\$1,158	\$210,000
Moderate (81-120%)	\$69,500	\$1,738	\$315,000
Above moderate (120%+)	>\$69,500	>\$1,738	>\$315,000

Assumptions:

- Based on a family of 4
- 30% of gross income for rent + utilities or principle/interest/taxes/insurance
- 10% down payment, 3.75% interest, 1.5% taxes and insurance

Source: Cal. HCD; J.H. Douglas & Associates

### a. Housing Prices

Recent new home developments in Kings County (Table 2-22) had sales prices ranging from \$190,000 to \$350,000. Comparing these new home sales prices with the affordability categories shown in Table 2-21 above shows that most new single-family detached homes were priced within the moderate-income range, although some new homes were within the low-income affordability range. Real estate listings for resale single-family homes (Table 2-23) show that most asking



**Copper Valley - Hanford**

prices are in the lower-income range in Avenal, Corcoran and the unincorporated areas of the County and in the moderate and above-moderate categories in Hanford and Lemoore.

**Table 2-22**  
**New Home Prices - Kings County**

Jurisdiction	Project/Builder	Price Range	Income Category
Avenal	Custom	\$190,000 - \$219,000	Low/Moderate
Corcoran	Pheasant Ridge	\$176,000 - \$245,000	Low/Moderate
Hanford	Independence-Chateau Series/Lennar (1)	\$254,000 - \$350,000	Moderate/Above Mod
	Sagecrest/Wathen Castanos (2)	\$280,000+	Moderate/Above Mod
	The Crossings/Blue Mountain (3)	\$240,000+	Moderate/Above Mod
	Hartley Grove/San Joaquin Valley Homes (4)	\$190,900+	Low/Moderate
Lemoore	The Greens/ Wathen Castanos	\$230,000+	Moderate/Above Mod
	Silva Estates/ Daley Homes (5)	Mid-\$200,000s+	Moderate/Above Mod

(1) <http://www.lennar.com/New-Homes/California/Fresno-Central-Valley/Hanford/Independence-Chateau-Series>

(2) <http://www.wchomes.com>

(3) <http://www.thecommunitycrossings.com/>

(4) <http://www.toptennewhomes.com/hanford/community-1505/hartley-grove>

(5) <http://www.toptennewhomes.com/lemoore/community-1447/silva-estates>

Source: J.H. Douglas & Associates, 2015

## C. Housing Characteristics

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A relatively small but important component of the housing market is represented by mobile homes. As of 2015, Kings County had approximately 2,000 mobile homes, located primarily in unincorporated, rural areas. Typical sales prices for new mobile homes range from approximately \$24,000 for a small (600 to 800 square feet) single-wide economy model to \$72,000 or more for a large (1,800 to 1,900 square feet) double/triple wide model<sup>3</sup>, and represent an affordable homeownership option for many households.

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<sup>3</sup> Source: <http://www.mh-quote.com>, 4/2015

**Table 2-23**  
**Resale Home Listings - Kings County**

Area (ZIP Code)	Price	Income Category	Year Built	Size	Bdrms.	Baths	Listing Broker
<b>Avenal</b>							
1004 E Shasta St, Avenal, CA 93204	\$85,000		1947	1,312	2	2	
305 W Merced St, Avenal, CA 93204	\$139,000		1967	1,476	3	2	
304 E San Mateo St, Avenal, CA 93204	\$169,500		1951	1,520	5	3	Century 21
<b>Corcoran</b>							
604 Estes Ave, Corcoran, CA 93212	\$154,900		1954	2,238	4	3	Century 21 Jordan-Link & Company
1509 Heffner Ave, Corcoran, CA 93212	\$149,900		1960	1,350	3	2	Cal-Econ Realty
920 San Joaquin Ave, Corcoran, CA 93212	\$120,000		2008	1,292	4	2	1st Class Realty Co
1816 Estes Ave, Corcoran, CA 93212	\$119,000		2002	1,223	4	2	Century 21
251 Sierra Ave, Corcoran, CA 93212	\$140,000		2008	1,694	3	2	
<b>Hanford (93230)</b>							
	\$230,000		2012	1,575	4	2.5	
	\$325,000		1958	1,724	3	2	Modern Broker
1156 E Myrtle St, Hanford, CA 93230	\$165,000		1982	1,447	3	1.5	RE/MAX All Estates
2912 Christopher Cir, Hanford, CA 93230	\$215,000		1994	1,513	4	2	
	\$249,500		1989	2,050	3	2	TDH Property Pros
	\$450,000		1961	2,224	3	2	Century 21
	\$360,000		2001	2,288	4	2.5	
	\$260,000		2000	2,484	4	3	
	\$249,000		2006	1,872	3	2	RE/MAX All Estates
	\$360,000		2003	2,888	5	3	
<b>Lemoore</b>							
	\$222,000		2003	1,830	3	2	
	\$245,000		2005	2,085	4	2	
	\$223,000		2002	1,754	4	2	
	\$265,900		2008	1,935	4	2	RE/MAX All Estates
	\$255,000		2003	1,645	4	2	
	\$209,000		2003	1,754	4	2	Century 21
	\$299,999		2003	2,757	5	3	
<b>Unincorporated</b>							
	\$140,000		1979	1,130	3	2	Century 21
	\$110,000		1936	936	3	1	For sale by owner
313 Carter St, Kettleman City, CA 93239	\$84,900		1957	936	3	1	
	\$62,000		1930	1,148	3	1	
	\$59,000		n.a.	914	3	1	For sale by owner

Note: All listings are SFD

Source: Sample of listings on Zillow.com, 4/11/2015

**b. Rental Market**

For many lower-income households, rental housing is an affordable option. Shown below in Table 2-24, nearly all recently-built apartments in Kings County are affordable to lower-income households, including both income-restricted and new market-rate units with extensive amenities (such as The Grove in Lemoore). Income-restricted projects also include units affordable at the very-low- and extremely-low-income level.

In addition to the newer market-rate apartment projects shown here, Kings County has a substantial number of assisted multi-family projects that were built prior to the last planning period.

As discussed later in this chapter, Kings County has approximately 25 multi-family projects financed with a variety of local, state, and federal funds. These projects provide approximately 1,500 units of affordable housing to extremely-low-, very-low- and low-income individuals, families, seniors, and disabled persons (see Table 2-33 on page 2-37).



**El Palmar Apartments - Avenal**



**Market-rate duplex - Hanford**



**The Grove - Lemoore**



**Cinnamon Villas - Lemoore**



**Table 2-24**  
**Apartment Rents – Kings County**

Jurisdiction/Project	Address	No. Units	Rent by Unit Size			
			1 Bdrm	2 Bdrms	3 Bdrms	4 Bdrms
Avenal						
El Palmar*	1112 E. Whitney	81	--	\$410-441	\$622-685	\$725-735
Hearthstone Village*	1217 S 7th Ave	81	--	\$345-720	\$396-730	\$443-755
Corcoran						
Sierra Vista Apts.*	1830 Dairy Ave.	69	--	\$342-607	\$396-699	\$443-799
Kings Manor Apts.*	1420 North Ave	80	--	\$345-677	\$396-725	--
Avalon Family Apts.*	2502 Hanna Ave.	56		\$345-737	\$396-848	\$443-947
Hanford						
Windgate Village Apts.	536 E. Grangeville	54	\$750	\$950	--	--
Centennial Place**	485 Centennial Dr.	176	\$950	\$1,150	\$1,325	--
Edgewater Isle	500 Northstar		\$839	\$939-1,169	\$1,229	--
River Oaks	580 W. Fargo Ave.		\$744-803	\$888-977	\$1,125-1,365	--
(no project name)	109 E. Third St.	3	--	\$800	--	--
(no project name)	576 S. Douty St.	2	--	\$835	--	--
(no project name)	320-340 N. East St.	4	--	\$850	--	--
Lemoore						
College Park Apts.	899 Dogwood	120	\$865	\$1,030-1,045	--	--
Silva		48	--	\$795-995	\$1,025-1125	--
Montgomery Crossings*	1150 Tammy Lane	57	--	\$354-700	\$393-806	\$436-899
Cinnamon Villas*	335 W. Cinnamon Dr.	80	\$268-\$594	\$325-\$651	--	--
Valley Oak (Butler)	1165 Hanford-Armona Rd.	73	\$935	\$1055-1095	\$1,195	--
The Grove***	341 North 19 1/2 Ave.		\$965-975	\$1,150-1,165	\$1,330-1,340	--
Unincorporated area						
Railroad Ave. fourplex	10842 Railroad Av, Armona	4	--	\$700	--	--

\*Income-restricted affordable units

\*\*Opened in 2015, high-end amenities (15.2 du/ac) <http://www.centennialplacehanford.com/photogallery.aspx>

\*\*\*Opened in 2015, high-end amenities <http://www.thegrovelemoore.com/index.aspx>

Source: J.H. Douglas & Associates, 2015

## D. Special Needs Groups

Certain groups have greater difficulty in finding decent, affordable housing due to special circumstances. Special circumstances may be related to one's income, family characteristics, and disability status among others. In Kings County, persons and households with special needs include seniors, families with children (large households and single-parents with children) military personnel, agricultural employees, persons with disabilities, and the homeless. This section analyzes these special needs groups and identifies resources and programs designed to address these needs.

### 1. Seniors

According to recent Census estimates, Kings County had approximately 5,023 owner-occupied households and 1,971 renter-occupied households that were headed by seniors age 65 years and older (Table 2-25). In all jurisdictions, the majority of seniors were homeowners.

Senior households have special housing needs primarily due to three concerns – physical disabilities or limitations, limited income, and higher medical costs. Lemoore had the lowest



percentage of owner-occupied units with householders over 65 (18%), while Hanford had the highest percentage of renter householders over age 65 (12%).

**Table 2-25  
Elderly Households by Tenure**

Age of Householder	Avenal		Corcoran		Hanford		Lemoore		Uninc		Kings County	
	HH	%	HH	%	HH	%	HH	%	HH	%	HH	%
Owner occupied:	996	100%	1,605	100%	9,658	100%	4,363	100%	4,505	100%	21,127	100%
<65	725	72.8%	1,274	79.4%	7,307	75.7%	3,576	82.0%	3,222	71.5%	16,104	76.2%
65 to 74	184	18.5%	136	8.5%	1,297	13.4%	402	9.2%	719	16.0%	2,738	13.0%
75 to 84	40	4.0%	124	7.7%	772	8.0%	265	6.1%	418	9.3%	1,619	7.7%
85+	47	4.7%	71	4.4%	282	2.9%	120	2.8%	146	3.2%	666	3.2%
Renter occupied:	1,731	100%	1,911	100%	7,503	100%	3,709	100%	4,804	100%	19,658	100%
<65	1,606	92.8%	1,719	90.0%	6,617	88.2%	3,369	90.8%	4,376	91.1%	17,687	90.0%
65 to 74	125	7.2%	100	5.2%	482	6.4%	268	7.2%	240	5.0%	1,215	6.2%
75 to 84	0	0.0%	65	3.4%	308	4.1%	72	1.9%	158	3.3%	603	3.1%
85+	0	0.0%	27	1.4%	96	1.3%	0	0.0%	30	0.6%	153	0.8%

Source: Census 2009-2013 ACS, Table B25007

Seniors require a variety of housing options, depending on their life circumstance. While over 70% of seniors were homeowners, a variety of factors such as fixed retirement incomes, rising health care costs and physical disabilities can result in deferred home maintenance. Each jurisdiction's housing plan includes grant or loan programs to help seniors with repairs. Seniors with mobility disabilities may also require home modifications to improve accessibility and facilitate independent living. All jurisdictions have programs to ensure reasonable accommodation for persons with disabilities.

Senior renters, while facing similar income and mobility limitations as homeowners, are often at greater risk due to rising housing costs. To address these needs, the Housing Authority administers Section 8 rent subsidy vouchers for extremely-low- and very-low-income seniors. In addition, subsidized rental projects provide affordable housing options for many seniors.

The Kings/Tulare Area Agency on Aging and the Kings County Commission on Aging provide leadership at the local level in developing systems for home- and community-based services that maintain seniors in the least restrictive environment for as long as possible. Each jurisdiction also provides other types of supportive services for seniors. However, at some point in time, seniors may require a more supportive living environment. Congregate care facilities, residential care facilities, and skilled nursing facilities provide a wide range of housing, supportive, and medical services for seniors requiring additional care. The majority of independent and supportive residential environments are located in the most urbanized portions of the County in Hanford and Lemoore.

## 2. Female-Headed Households

Female-headed households have special housing needs including affordable housing, accessible daycare, health care, and other supportive services. Female-headed households comprised about 15% of all households in Kings County. State law recognizes that these households face challenges due to a combination of income levels, child care expenses, and housing availability. As shown in Table 2-26, the proportion of female-headed households ranged from about 13% in the unincorporated area to over 20%



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in Hanford. In all jurisdictions, the percentage of female-headed households who rent is significantly greater than those who own their homes.

**Table 2-26**  
**Household Type by Tenure**

Housing Type	Avenal		Corcoran		Hanford		Lemoore		Uninc		Kings County	
	HH	%	HH	%	HH	%	HH	%	HH	%	HH	%
Total Households	2,727	100%	3,516	100%	17,161	100%	8,072	100%	9,309	100%	40,785	100%
Family households:	2,249	82.5%	2,721	77.4%	12,960	75.5%	5,914	73.3%	7,722	83.0%	31,566	77.4%
Married-couple family:	1,463	53.6%	1,774	50.5%	9,147	53.3%	3,709	45.9%	5,845	62.8%	21,938	53.8%
Owner	711	26.1%	1,073	30.5%	6,641	38.7%	2,717	33.7%	2,982	32.0%	14,124	34.6%
Renter	752	27.6%	701	19.9%	2,506	14.6%	992	12.3%	2,863	30.8%	7,814	19.2%
Other family:	786	28.8%	947	26.9%	3,813	22.2%	2,205	27.3%	1,877	20.2%	9,628	23.6%
Male householder, no wife present:	302	11.1%	287	8.2%	1,393	8.1%	562	7.0%	706	7.6%	3,250	8.0%
Owner-	138	5.1%	104	3.0%	582	3.4%	243	3.0%	341	3.7%	1,408	3.5%
Renter-	164	6.0%	183	5.2%	811	4.7%	319	4.0%	365	3.9%	1,842	4.5%
<b>Female householder, no husband present:</b>	<b>484</b>	<b>17.7%</b>	<b>660</b>	<b>18.8%</b>	<b>2,420</b>	<b>14.1%</b>	<b>1,643</b>	<b>20.4%</b>	<b>1,171</b>	<b>12.6%</b>	<b>6,378</b>	<b>15.6%</b>
<b>Owner</b>	<b>67</b>	<b>2.5%</b>	<b>187</b>	<b>5.3%</b>	<b>705</b>	<b>4.1%</b>	<b>561</b>	<b>6.9%</b>	<b>415</b>	<b>4.5%</b>	<b>1,935</b>	<b>4.7%</b>
<b>Renter-</b>	<b>417</b>	<b>15.3%</b>	<b>473</b>	<b>13%</b>	<b>1,715</b>	<b>10%</b>	<b>1,082</b>	<b>13%</b>	<b>756</b>	<b>8%</b>	<b>4,443</b>	<b>11%</b>
Nonfamily households:	478	17.5%	795	22.6%	4,201	24.5%	2,158	26.7%	1,587	17.0%	9,219	22.6%
Owner-	80	2.9%	241	6.9%	1,730	10.1%	842	10.4%	767	8.2%	3,660	9.0%
Renter-	398	14.6%	554	15.8%	2,471	14.4%	1,316	16.3%	820	8.8%	5,559	13.6%

Source: Census 2009-2013 ACS, Table B25007

### 3. Large Families

Large families represented approximately 20% of all owner households and about 21% of all renter households in Kings County (Table 2-27). Large households are most prevalent in Avenal (37% of owners and 31% of renters) while Hanford and Lemoore have the lowest proportions of large households.

Large families may have difficulty finding housing units that are large enough to accommodate their needs while still being affordable. The Housing Authority helps address the needs of these families by providing rental assistance in the form of Section 8 vouchers for extremely-low- and very-low-income households. Vouchers provide the difference between the market rent charged for the unit and the amount of rent that can be afforded by the household, typically no more than 30% of household income.

**Table 2-27**  
**Household Size by Tenure**

Household Size	Avenal		Corcoran		Hanford		Lemoore		Uninc		Kings County	
	HH	%	HH	%	HH	%	HH	%	HH	%	HH	%
Owner	996	100%	1,605	100%	9,658	100%	4,363	100%	4,505	100%	21,127	100%
1	80	8.0%	226	14.1%	1,500	15.5%	672	15.4%	599	13.3%	3,077	14.6%
2	317	31.8%	393	24.5%	2,988	30.9%	1,524	34.9%	1,418	31.5%	6,640	31.4%
3	48	4.8%	282	17.6%	2,096	21.7%	690	15.8%	806	17.9%	3,922	18.6%
4	180	18.1%	263	16.4%	1,587	16.4%	602	13.8%	546	12.1%	3,178	15.0%
5	154	15.5%	210	13.1%	801	8.3%	434	9.9%	635	14.1%	2,234	10.6%
6	136	13.7%	135	8.4%	392	4.1%	314	7.2%	327	7.3%	1,304	6.2%
7+	81	8.1%	96	6.0%	294	3.0%	127	2.9%	174	3.9%	772	3.7%
Renter	1,731	100%	1,911	100%	7,503	100%	3,709	100%	4,804	100%	19,658	100%
1	324	18.7%	396	20.7%	2,013	26.8%	902	24.3%	580	12.1%	4,215	21.4%
2	243	14.0%	322	16.8%	1,611	21.5%	1,168	31.5%	1,159	24.1%	4,503	22.9%
3	270	15.6%	387	20.3%	1,307	17.4%	563	15.2%	933	19.4%	3,460	17.6%
4	354	20.5%	278	14.5%	1,073	14.3%	649	17.5%	1,008	21.0%	3,362	17.1%
5	197	11.4%	210	11.0%	654	8.7%	250	6.7%	702	14.6%	2,013	10.2%
6	217	12.5%	186	9.7%	637	8.5%	84	2.3%	250	5.2%	1,374	7.0%
7+	126	7.3%	132	6.9%	208	2.8%	93	2.5%	172	3.6%	731	3.7%

Source: Census 2009-2013 ACS, Table B25009

Whereas providing rental assistance helps meet the needs of extremely-low- and very-low-income households, the underlying need for affordable housing units must also be addressed. As discussed in Table 2-33, Assisted Housing Units (page 2-37), Kings County has a total of over 2,500 units of subsidized affordable housing. The majority of these projects are located in Hanford and Lemoore. The Housing Plan (Chapter 5) sets forth programs to encourage the construction of additional affordable rental and ownership housing.

#### 4. Military Personnel and Veterans

The U.S. Navy plays a critical role in Kings County economy and its housing market. Lemoore is home to the Naval Air Station Lemoore (NASL). Commissioned in 1961, NASL serves as the master training center for carrier-based fighter squadrons for the United States Pacific Fleet. According to NASL, military personnel at the base totaled approximately 7,500 enlistees and officers in 2009. Of those, approximately 40% were single and 60% had families.

There are currently (2015) 1,630 residential units on base, plus additional quarters for approximately 2,400 single personnel. On-base housing does not fully satisfy the total housing need for base personnel and their families. In addition to Navy personnel, approximately 2,700 civilians are employed on-base. Because of the housing shortfall, military personnel and civilians must find accommodations in nearby communities.

The basic housing allowance provided to Navy personnel ranges from \$837 to \$1,422 for single individuals and from \$1,035 to \$1,692 for families. Single-service members, grade E-1 through



E-4, are typically required to live on-base, while enlistees with their families must compete for remaining base family housing without any preference based on their pay grade.

In addition to active personnel, military veterans comprised a significant need group. According to recent Census estimates, approximately 10,600 military veterans lived within Kings County.

## 5. Agricultural Employees

Kings County is one of the state's major agricultural areas, ranking 8th among California counties in total agricultural production. According to the Kings County Agricultural Commissioner, 92% of the total land area in the County is devoted to farm land. Table 2-28 shows the County's leading agricultural products.

Recent Census data estimated that about 16% of employed Kings County residents worked in farming and related industries. Of these, about 37% lived in unincorporated areas (Table 2-29). Of the four cities, Avenal was home to the greatest number of farmworkers.

Farmworkers have special housing needs due to their relatively low wages. According to California Employment Development Department<sup>4</sup>, wages for farmworkers in the San Joaquin Valley ranged from \$12 to 14/hour, which is equivalent to approximately \$25,000/year for full-time work. As a result, farmworkers often overpay for housing (in relation to their income) and/or live in overcrowded and substandard living situations.

The nature of agricultural work also affects the specific housing needs of farmworkers. For instance, farmworkers employed on a year-round basis generally live with their families and need permanent affordable housing much like other lower-income households. Migrant farmworkers who follow seasonal harvests generally need temporary housing only for the workers themselves.

California has a statewide shortage of farmworker housing projects. For instance, the number of agricultural employee housing facilities registered with the State of California Department of Housing and Community Development (HCD) has

**Table 2-28**  
**Leading Agricultural Crops, Kings County**

Crop	Rank	Value
Milk	1	\$773,219,000
Cotton	2	\$318,098,000
Cattle and Calves	3	\$179,265,000
Almonds	4	\$122,689,000
Pistachios	5	\$110,196,000
Walnuts	6	\$98,288,000
Tomatoes, processed	7	\$97,494,000
Alfalfa	8	\$84,957,000
Corn, Silage	9	\$69,573,000
Grapes	10	\$46,638,000

Source: Kings County Crop Report, 5/20/2014

**Table 2-29**  
**Farmworkers by Jurisdiction**

Jurisdiction of Residence	Number of Farmworkers	% of County Total
Avenal	2,173	26%
Corcoran	894	11%
Hanford	1,575	19%
Lemoore	633	8%
Unincorporated	3,051	37%
<b>Kings County</b>	<b>8,326</b>	<b>100%</b>

Source: 2009-2013 Census ACS, Table DP-3



<sup>4</sup> <http://www.labormarketinfo.edd.ca.gov/data/ca-agriculture.html>

dramatically declined since the 1950s. Between 1955 and 1982, grower-registered facilities declined from 9,000 to 1,414 camps. By 1998, only 500 camps were registered with HCD, none of which were in Kings County. According to growers, the dramatic decline in labor camps is due to the high cost of maintaining housing and the climate of litigation facing growers who maintain camps. Additionally, most farm owners/managers hire the majority of their workers through temporary agencies for planting, picking, pruning, or other specific tasks, so that providing full-time housing for workers is not practical.

Although no farmworker camps exist in Kings County, the County does have a significant number of government-subsidized housing projects (e.g., Section 515 and public housing) that house farmworkers and their families. Many farmworkers live in mobile homes on the farming site. A new farmworker housing project was completed in Hanford during the 2003-2008 planning period. That project involved the renovation of an existing former motel into temporary and/or long-term, permanent agricultural employee housing. The project included 24 units plus parking, courtyard, children's play areas and open space.

The Constraints analysis (Chapter 4) contains a discussion of each jurisdiction's land use and zoning policies and regulations regarding farmworker housing. In communities with large farmworker populations, farmworker housing needs are met through homeownership assistance and rehabilitation loans. The majority of loans under both types of programs are issued to people working in the agricultural industry. Moreover, the majority of occupants of Section 515 projects and other subsidized projects also are employed in the farming industry. In Lemoore the farmworker population is significantly smaller, although many farmworkers also access standard homeownership and/or rehabilitation loans. The Housing Plan (Chapter 5) includes programs to address the housing and supportive services needs of farmworkers.

## **6. Persons with Disabilities**

Because of the multitude of possible functional limitations that may present as disabilities, and in the absence of information on external factors that influence disability, surveys like the Census Bureau's ACS are limited to capturing difficulty with only selected activities. As such, people identified by the ACS as having a disability are, in fact, those who exhibit difficulty with specific functions and may, in the absence of accommodation, have a disability. In an attempt to capture a variety of characteristics that encompass the definition of disability, the ACS identifies serious difficulty with four basic areas of functioning – hearing, vision, cognition, and ambulation.<sup>5</sup>

Disabilities are most common among senior citizens. According to recent Census estimates, the proportion of people 65 years of age and over reporting some type of physical disability ranged from 39% in the unincorporated area to 52% in Avenal. The incidence of disabilities affecting the working age population was considerably less, ranging from about 8% in the unincorporated county to 13% in Corcoran (see Table 2-31).

### Developmental Disabilities

As defined by federal law, “developmental disability” means a severe, chronic disability of an individual that:

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<sup>5</sup> Source: *American Community Survey 2013 Subject Definitions*. Beginning in 2008, questions on disability represent a conceptual and empirical break from earlier years of the ACS. Hence, the Census Bureau does not recommend any comparisons of current disability data to 2007 and earlier ACS disability data, or to disability estimates from the 2000 Census.)

## Chapter 2. Housing Needs Assessment

- Is attributable to a mental or physical impairment or combination of mental and physical impairments;
- Is manifested before the individual attains age 18;
- Is likely to continue indefinitely;
- Results in substantial functional limitations in three or more of the following areas of major life activity: a) self-care; b) receptive and expressive language; c) learning; d) mobility; e) self-direction; f) capacity for independent living; or g) economic self-sufficiency;
- Reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.

The Census Bureau does not record developmental disabilities. According to the U.S. Administration on Developmental Disabilities, an accepted estimate of the percentage of the population that can be defined as developmentally disabled is 1.5 percent. Many developmentally disabled persons can live and work independently within a conventional housing environment. More severely disabled individuals require a group living environment where supervision is provided. The most severely affected individuals may require an institutional environment where medical attention and physical therapy are provided. Because developmental disabilities exist before adulthood, the first issue in supportive housing for the developmentally disabled is the transition from the person's living situation as a child to an appropriate level of independence as an adult.

The State Department of Developmental Services (DDS) currently provides community-based services to approximately 243,000 persons with developmental disabilities and their families through a statewide system of 21 regional centers, four developmental centers, and two community-based facilities. Kings County is served by the Central Valley Regional Center<sup>6</sup> (CVRC) which is based in Fresno. During 2014, CVRC served approximately 16,200 clients, of which about 900 to 1,000 lived in Kings County (Table 2-30). CVRC provides diagnosis, evaluation, and case management services. The Center also operates approximately 20 small group homes for mentally disabled clients and placement services to help clients find affordable, independent housing (typically Section 8 units). The Kings County Rehabilitation Center in Hanford also offers rehabilitation, vocational and life training, and operates four group homes for mentally and physically handicapped individuals.

**Table 2-30**  
**Persons with Developmental Disabilities Receiving Services from CVRC**

Living Arrangement	Avenal	Corcoran	Hanford	Lemoore	Armona	Kettleman City	Stratford
Own home	53	68	418	197	34	<10	<10
Independent/Supportive Living	<10	10	63	15	0	0	0
Intermediate Care Facility	0	0	34	0	0	0	0
Community Care Facility	0	<10	39	0	0	0	0
Foster/Family Home	0	<10	<10	<10	0	0	0
Other	0	0	<10	0	0	0	0

Source: CA Dept. of Developmental Services, 2014

<sup>6</sup> www.cvrc.org

**Table 2-31**  
**Disabilities by Age**

Disability Type by Age	Avenal		Corcoran		Hanford		Lemoore		Unincorporated		Kings County	
	Persons	%	Persons	%	Persons	%	Persons	%	Persons	%	Persons	%
Population under 5 years w/disability	11	0.7%	0	0.0%	0	0.0%	0	0.0%	5	0.2%	16	0.1%
With a hearing difficulty	0	0.0%	0	0.0%	0	0.0%	0	0.0%	5	0.2%	5	0.0%
With a vision difficulty	11	0.7%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	11	0.1%
Population 5 to 17 years w/disability	44	1.6%	115	3.8%	547	4.6%	294	6.0%	323	4.7%	1,323	4.5%
With a hearing difficulty	26	0.9%	36	1.2%	109	0.9%	28	0.6%	56	0.8%	255	0.9%
With a vision difficulty	0	0.0%	10	0.3%	52	0.4%	53	1.1%	98	1.4%	213	0.7%
With a cognitive difficulty	0	0.0%	68	2.3%	352	3.0%	219	4.5%	170	2.5%	809	2.7%
With an ambulatory difficulty	0	0.0%	5	0.2%	156	1.3%	11	0.2%	30	0.4%	202	0.7%
With a self-care difficulty	0	0.0%	5	0.2%	159	1.3%	17	0.3%	25	0.4%	206	0.7%
Population 18 to 64 years w/disability	541	8.6%	980	13.1%	3,347	10.6%	1,107	7.7%	1,422	7.8%	7,397	9.5%
With a hearing difficulty	250	4.0%	108	1.4%	771	2.5%	286	2.0%	353	1.9%	1,768	2.3%
With a vision difficulty	217	3.5%	209	2.8%	484	1.5%	203	1.4%	254	1.4%	1,367	1.8%
With a cognitive difficulty	229	3.7%	335	4.5%	1,238	3.9%	482	3.3%	628	3.5%	2,912	3.7%
With an ambulatory difficulty	283	4.5%	570	7.6%	2038	6.5%	518	3.6%	623	3.4%	4032	5.2%
With a self-care difficulty	138	2.2%	214	2.9%	612	1.9%	227	1.6%	297	1.6%	1488	1.9%
With an independent living difficulty	198	3.2%	339	4.5%	1330	4.2%	383	2.7%	448	2.5%	2698	3.5%
Population 65 years and over w/disability	311	52.1%	426	46.6%	2146	40.3%	848	46.7%	1182	38.6%	4913	41.9%
With a hearing difficulty	64	10.7%	192	21.0%	860	16.1%	396	21.8%	437	14.3%	1949	16.6%
With a vision difficulty	24	4.0%	95	10.4%	356	6.7%	78	4.3%	280	9.1%	833	7.1%
With a cognitive difficulty	44	7.4%	131	14.3%	566	10.6%	184	10.1%	273	8.9%	1198	10.2%
With an ambulatory difficulty	240	40.2%	250	27.3%	1559	29.3%	503	27.7%	713	23.3%	3265	27.9%
With a self-care difficulty	96	16.1%	100	10.9%	537	10.1%	176	9.7%	181	5.9%	1090	9.3%
With an independent living difficulty	183	30.7%	199	21.7%	951	17.8%	400	22.0%	520	17.0%	2253	19.2%

Note: Numbers represent persons, not disabilities. Persons may report more than one type of disability  
Source: 2009-2013 ACS Table S1810

State and federal law mandate minimum accessibility standards for housing. For example, local governments that use federal housing funds must meet federal accessibility guidelines for new construction and substantial rehabilitation. At least 5% of the units must be accessible to persons with mobility impairments, and an additional 2% must be accessible to persons with sensory impairments. New multi-family housing must be built so that: 1) the public and common use portions of such units are readily accessible to and usable by disabled persons; 2) the doors allowing passage into and within such units can accommodate wheelchairs; and 3) all units contain adaptive design features. In addition, state law requires all jurisdictions to provide reasonable accommodation in the application of housing policies and regulations (see Chapter 4. Constraints for additional discussion).

## 7. Homeless

Homelessness is often the result of multiple factors that converge in a person's life. The combination of loss of employment, inability to find a job because of the need for retraining, and high housing costs lead to some individuals and families losing their housing. For others, the loss of housing is due to chronic health problems, physical disabilities, mental health disabilities or drug and alcohol addictions along with an inability to access the services and long-term support needed to address these conditions.

Obtaining an accurate assessment of the magnitude of the homeless population is difficult because many individuals are not visibly homeless but rather live with relatives or friends, in hotels/motels or shelters, and other temporary accommodations. In an attempt to address the needs of homeless people in Kings County, the Kings/Tulare County Continuum of Care Coordinating Group conducted a Point-in-Time ("PIT") survey of homeless people in these two counties in January 2015 (Table 2-32). The study used HUD's definition of homelessness, which is defined as people who reside in emergency shelters, transitional housing, or places not meant for human habitation such as cars, parks, sidewalks, and abandoned buildings.

Based on the 2015 survey, the following portrait of homeless people emerged.

- 40% are chronic homeless
- 33% have a chronic health condition
- 41% suffer from mental illness
- 23% are victims of domestic violence
- 31% have a physical disability
- 23% have a substance abuse problem
- 7% are veterans
- 9% are unaccompanied children or young adults under age 25

As of 2015, 49% of the homeless population was housed in temporary living arrangements. Of this total, 30% lived in transitional housing and 19% were in emergency shelters. Just over half were living on the streets or in a car. (Note: Avenal and Lemoore were not included in the PIT survey, therefore the estimates of homeless persons for those cities are based on the observations of police officers or other city staff.)

**Table 2-32**  
**Homeless Persons**

Jurisdiction	Estimated Homeless
Avenal	10*
Corcoran	19
Hanford	202
Lemoore	10-15*
Unincorporated area	6
<b>Kings County totals</b>	<b>227</b>

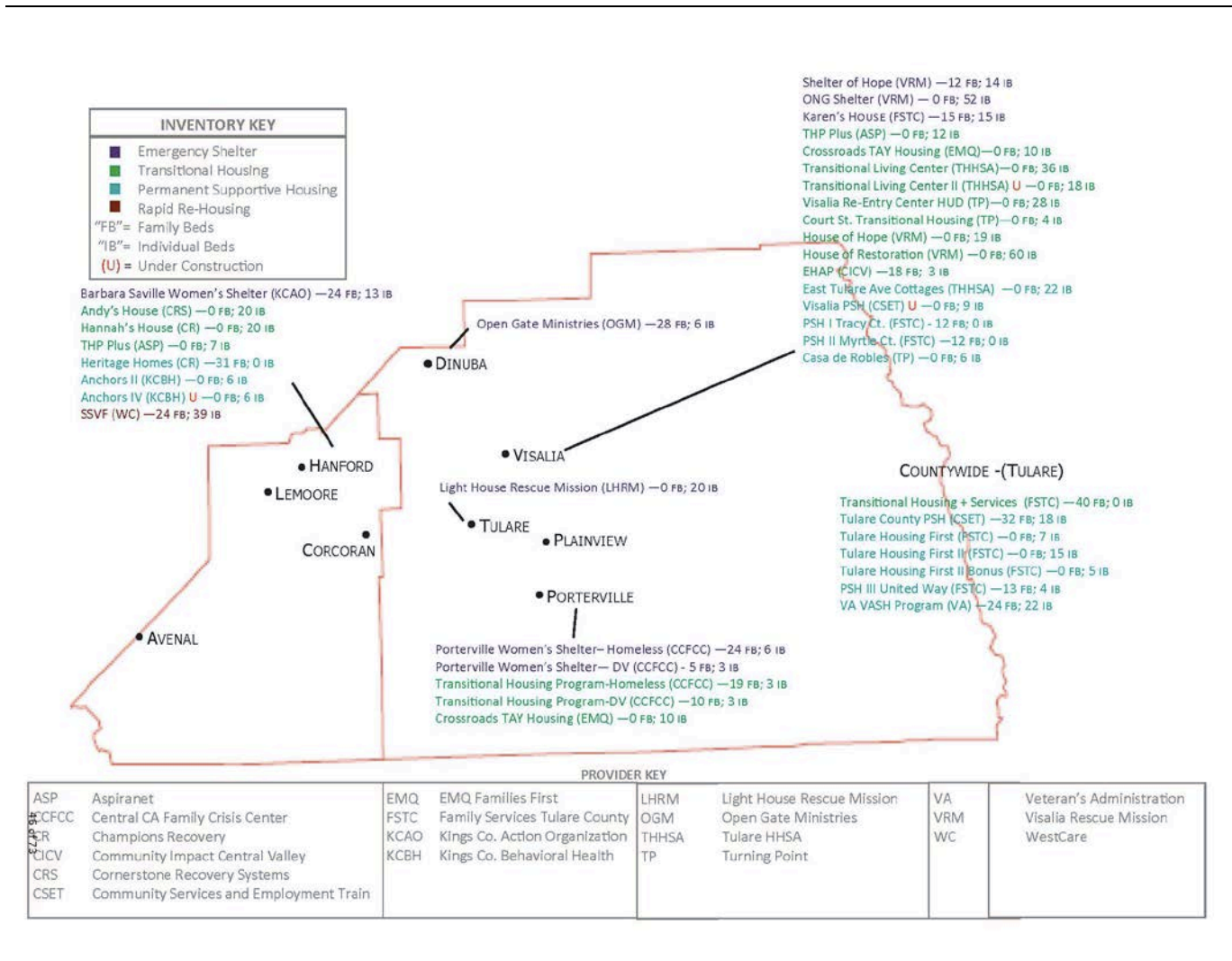
Source: Kings/Tulare County Continuum of Care Point-in-Time Survey, 2015

\*City estimate





Figure 3 – Shelter Facilities in Kings and Tulare Counties





## Chapter 2. Housing Needs Assessment

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The 2015 PIT survey identified an inventory of 237 emergency shelter beds, 340 transitional housing beds and 307 permanent supportive housing beds in Kings County (see Figure 3). The unmet need was estimated to be 75 emergency shelter beds, 22 transitional housing beds and 80 permanent supportive housing beds.<sup>7</sup>

Additional emergency assistance is provided by the Salvation Army in Hanford, which provides short-term assistance in the form of food, financial assistance for rent and utility bills, motel vouchers and bus or plane tickets. Corcoran Christian Aid provides food, vouchers and other types of emergency financial assistance within Corcoran.

Despite these services, a significant shortage in emergency shelters and transitional housing remains. In 2007 the State Legislature passed Senate Bill (SB) 2, which strengthened the planning and zoning requirements for emergency shelters and transitional/supportive housing. SB2 requires that all jurisdictions adopt zoning regulations that allow emergency shelters by-right in at least one zone, subject to objective development standards, or as an alternative, the jurisdiction may meet the need through a multi-jurisdictional agreement with up to three adjacent jurisdictions. As noted in the Constraints section, all of the jurisdictions in Kings County have adopted zoning regulations for emergency shelters and transitional/supportive housing in response to SB 2.

### E. Analysis of At Risk Housing

State law requires that housing elements include an analysis of assisted housing projects that are eligible to change from low-income housing to market rate housing during the next ten years due to termination of subsidy contracts, mortgage prepayment, or expiration of affordability restrictions. Assisted housing developments include multi-family rental housing that receives assistance under certain federal and state programs, as well as local programs (e.g., in-lieu fees, inclusionary and/or density bonus programs).

Kings County and its four incorporated cities have 44 projects providing over 2,400 affordable rental units subsidized through local, state, and federal programs.

Covenants and deed restrictions are used to maintain the affordability of publicly assisted housing as affordable to low- and moderate-income households. Over time, however, these covenants and use restrictions expire and must be renewed or renegotiated to ensure continued affordability of housing. Table 2-33 shows the assisted rental projects in Kings County for which affordability controls are currently in place. All of these projects have affordability covenants that extend at least 10 years and, therefore, none is considered to be at risk of conversion to market rate.



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<sup>7</sup> The PIT survey did not include all jurisdictions in Kings County, therefore a breakdown of unmet need for each jurisdiction is not available.

**Table 2-33**  
**Assisted Housing Units**

Project/Jurisdiction	Year Built	Total Units	Low Income Units	Assistance Program	Covenant Expires
<b>Avenal</b>					
El Palmar Apartments	2004	81	80	TCAC, RDA, CCRC (Large Family)	2059
Hearthstone Village	2005	81	80	TCAC (Large Family)	2060
Pleasant Valley Manor Apts	1986	40	39	USDA Rural Dev, Section 515 (Family)	2036
Villa Esperanza	2008	81	80	TCAC (Large Family)	2063
Wien Manor	1983	40	38	HUD, Section 515 (Family)	2027
<b>Totals - Avenal</b>		<b>323</b>	<b>317</b>		
<b>Corcoran</b>					
Avalon Family Apartments	N/A	56	55	TCAC (Large Family)	2035
Carolyn Apartments	1983	40	38	HUD, Section 515 (Family)	2032
Corcoran Family Apartments	2009	69	68	TCAC (Large Family)	2064
Corcoran Garden Apartments	2002	38	38	TCAC, Section 515 (Large Family)	2032
Corcoran Station Senior Apts	1997	44	44	CHRP, RDA, HOME (Elderly)	2047
Kings Manor	2004	81	80	TCAC, Bonds (Large Family)	2059
Saltair Place	2004	42	40	TCAC (Large Family)	2059
Valley View Village	1966	100	100	HUD	N/A
Westgate Manor	1985	45	44	Section 515 (Elderly, Disabled)	2035
Whitley Gardens I	1979	63	62	TCAC (Non Targeted)	2029
Whitley Gardens II	1984	24	24	TCAC (Non Targeted)	2035
<b>Totals - Corcoran</b>		<b>602</b>	<b>593</b>		
<b>Hanford</b>					
Amberwood I	1996	48	42	USDA Rural Dev, Sec. 515 (Family)	2030
Amberwood II	1981	40	39	USDA RD and HUD, Sec 515 (Family)	2031
Cameron Commons	1982	32	32	RHCP	perpetuity
Casa Del Sol Apartments	1997	80	79	TCAC (Large Family)	2052
Cedarbrook	1999	70	70	TCAC (Large Family)	2030
Hanford Senior Villas	1982	48	47	TCAC (Senior)	2032
Heritage Park at Hanford	1997	81	80	TCAC (Senior)	2047
Kings View Apartments Inc	N/A	N/A	10	N/A	N/A
Kings View Hanford	N/A	10	10	HUD	2031
Lincoln Plaza	2006	40	39	TCAC (Large Family)	2061
Sunnyside Village	1969	150	150	HUD	perpetuity
Tierra Vista Apartments	2010	48	48	TCAC/HOME	2065
View Road Apartments	1983	121	120	USDA Rural Development (Elderly)	2031
<b>Totals - Hanford</b>		<b>768</b>	<b>766</b>		
<b>Lemoore</b>					
Alderwood	1996	80	79	TCAC (Large Family)	2051
Antlers Hotel	2003	10	10	CDBG/RDA	2058
Brookfair Manor	1968	72	72	FDIC Affordable Housing Prog (Family)	2052
Kings River Apartments	1986	44	43	USDA, Section 515	2034
Lemoore Elderly	1987	23	23	USDA, Section 515	2032
Lemoore Villa	1979	28	28	USDA, Section 515	2032
Montclair Apartments	1999	80	79	TCAC (Large Family)	2054
Montgomery Crossing	2009	57	56	TCAC (Large Family)	2064
Mountain View Apartments	1988	39	38	HUD, Section 515	2037
Villa San Joaquin	1975	36	35	TCAC, Section 515 (Non Targeted)	2059
Westberry Square Apartments	1998	100	99	TCAC (Large Family)	2053
<b>Totals - Lemoore</b>		<b>569</b>	<b>562</b>		
<b>Unincorporated Area</b>					
Armona Village	1986	33	32	USDA Rural Development, Section 515	2033
Kettleman City Apartments	1983	40	40	USDA Rural Development, Sec 514/516	2032
Single Family Homes (various)	1980s	7	7	Public Housing	perpetuity
Sycamore Court	1966	118	118	HUD	perpetuity
<b>Totals - Unincorporated Area</b>		<b>198</b>	<b>197</b>		
<b>Grand Total - Kings County</b>		<b>2,467</b>	<b>2,442</b>		

## F. Housing Growth Needs

### 1. Overview of the Regional Housing Needs Allocation

The Regional Housing Needs Allocation (RHNA) is a key tool for local governments to plan for anticipated growth. The RHNA quantifies the anticipated need for housing within each jurisdiction for the 10-year period from January 1, 2014 through January 31, 2024. Communities then determine how they will address this need through the process of updating the Housing Elements of their General Plans.

In determining the housing allocation for the five jurisdictions within Kings County, the Kings County Association of Governments (KCAG) developed an allocation methodology with the assistance of the Kings Regional Housing Technical Advisory Committee (KRHTAC). This methodology takes into account local growth assumptions and considers certain criteria as specified in *Government Code* §65584(a). The criteria used in this methodology include an analysis of available data on local housing, population, economic, and other growth factors. One growth assumption deemed relevant to housing growth and demand within Kings County is the housing needs of Naval Air Station Lemoore personnel. Although the housing unit allocations in the RHNA are not required to take into account the military base, the Indian reservation, or prison populations, the Naval Air Station Lemoore is identified as a relevant factor. Using the assumptions and methodology detailed within the RHNA plan, KCAG in coordination with the KRHTAC derived the distribution of each jurisdiction's share of the regional housing need and allocated the units according to the four income categories for housing affordability.

The goal of the RHNA Plan is to promote a fair distribution of attainable housing among the four cities and the unincorporated County in a way that also helps meet the state's housing goals. Attainable housing is defined as housing that is both sufficient in supply and affordably priced. The total housing units specified in the RHNA plan for each jurisdiction are not to be construed as quotas for development. The RHNA Plan only determines the number and affordability of housing units that jurisdictions need to plan for through land use policies, regulations, infrastructure plans, and other housing assistance programs. Construction and development of these allocations is not a requirement of the RHNA plan.

**Table 2-34**  
**Regional Housing Needs, 2014-2024**

Jurisdiction	Extremely Low*	Very Low*	Low	Moderate	Above Mod	Total
Avenal	73	72	108	115	271	639
Corcoran	108	107	161	169	401	946
Hanford	549	548	821	865	2,049	4,832
Lemoore	339	338	507	534	1,267	2,985
Unincorporated	93	93	138	147	347	818
<b>Kings County total</b>	<b>1,160</b>	<b>1,160</b>	<b>1,735</b>	<b>1,830</b>	<b>4,335</b>	<b>10,220</b>

\* 50% of VL units are assumed to be extremely-low per state law  
Source: KCAG 2015

Table 2-34 shows the regional housing needs allocations for Kings County jurisdictions for the 2014-2024 period. All new units built or preserved after January 1, 2014 are credited in the new RHNA period. A discussion of how each jurisdiction's land inventory accommodates this growth need is provided in Chapter 3.

## Chapter 3. Resources and Opportunities

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This chapter analyzes the resources available for the development, rehabilitation, and preservation of housing in Kings County and the cities of Avenal, Corcoran, Hanford, and Lemoore. This includes an evaluation of the extent to which vacant or underutilized land compares to the regional housing needs allocation, and the financial and administrative resources available to support housing activities and implement the housing programs described in Chapter 5.

### A. Land Resources

California law (*Government Code* §65584) requires that each city and county, when preparing its state-mandated housing element, develop local housing programs designed to address housing needs for all income groups in their community. This concept seeks to ensure that each jurisdiction, to the extent feasible and appropriate, plans for a variety of housing for population growth expected in the region as well as people who might reasonably be expected to reside within the jurisdiction if a variety of housing accommodations appropriate to their needs were available. This section analyzes the capacity for residential development in each jurisdiction and how that capacity compares to the regional housing needs allocation (RHNA) identified in the previous chapter.

The current RHNA covers the period January 1, 2014 through January 31, 2024. Housing units built during 2014-15 are credited in the new planning period. Jurisdictions must demonstrate that there is adequate capacity to achieve the remainder of their RHNA for all income categories during the planning period based on an analysis of realistic development potential on vacant or underutilized sites.

It is important to recognize that the RHNA is a *planning target, not a construction mandate*. Since local governments do not build housing, their responsibilities are to create opportunities for residential development for all income levels through appropriate land use plans and regulations, and through implementation of programs designed to facilitate housing development. The focus of these responsibilities is on the provision of housing for lower-income households and persons with special needs since these groups have the greatest difficulty in obtaining adequate and affordable housing.

To fully address RHNA requirements, jurisdictions must demonstrate that there are adequate sites with appropriate zoning and development standards to accommodate their remaining housing need at all affordability levels. To that end, a parcel-specific inventory was prepared by each jurisdiction. The resulting inventory consists of vacant sites or underutilized sites with potential for additional development or redevelopment. Chapter 4 provides an analysis of the appropriateness of zoning regulations and development standards for each jurisdiction to facilitate housing development at all income levels. The detailed parcel listings and identification of potential development constraints for each jurisdiction are provided in Appendix B. Sites with Farmland Security Zone or Williamson Act contracts were eliminated from the analysis. The land inventory analyses for each jurisdiction are summarized in Table 3-1 below. This analysis demonstrates that the land inventory in each jurisdiction is adequate to accommodate the RHNA in all income categories.

### Chapter 3. Resources and Opportunities

**Table 3-1  
Land Inventory Summary**

Jurisdiction	Income Category				Total
	EL/VL	Low	Mod	Above Mod	
<b>Avenal</b>					
RHNA (Table 2-34)	145	108	115	271	639
Units completed or permitted (Table A-3a)*	40	-	4		44
Net Remaining RHNA	213		111	271	595
Housing sites (Table B-2a)	580		2,145	2,049	4,774
Adequate Capacity?	Yes		Yes	Yes	Yes
<b>Corcoran</b>					
RHNA (Table 2-34)	215	161	169	401	946
Units completed or permitted (Table A-3b)*					
Net Remaining RHNA	376		169	401	946
Housing sites (Table B-2b)	477		1,198	1,000	2,675
Adequate Capacity?	Yes		Yes	Yes	Yes
<b>Hanford</b>					
RHNA (Table 2-34)	1,097	821	865	2,049	4,832
Units completed or permitted (Table A-3c)*	9	1	63	64	137
Net Remaining RHNA	1,908		802	1,985	4,695
Housing sites (Table B-2c)	2,067		3,394	41	5,502
Adequate Capacity?	Yes		Yes	Yes	Yes
<b>Lemoore</b>					
RHNA (Table 2-34)	677	507	534	1,267	2,985
Units completed or permitted (Table A-3d)*	13	14	185	-	212
Net Remaining RHNA	1,157		350	1,267	2,773
Housing sites (Table B-2d)	1,523		1,181	1,121	3,825
Adequate Capacity?	Yes		Yes	Yes	Yes
<b>Kings County Unincorporated</b>					
RHNA (Table 2-34)	186	138	147	347	818
Units completed or permitted (Table A-3e)*	9		22	13	44
Net Remaining RHNA	315		131	334	774
Housing sites (Table B-2e)	354		845	906	2,105
Adequate Capacity?	Yes		Yes	Yes	Yes

Notes:

\*Only deed-restricted units have been counted toward the lower-income RHNA.

## **B. Financial and Administrative Resources**

Kings County jurisdictions have access to a variety of local, state, federal, and private resources to assist in the production of affordable housing for extremely-low, very-low, low- and moderate-income households. In addition, various nonprofit and for-profit agencies may have the administrative capacity to help the jurisdictions further their housing goals. The following section describes the most significant funding sources currently used by cities and the County, and the agencies that can help achieve the housing goals described in Chapter 5.

### **1. Financial Resources**

**Home Investment Partnership (HOME):** The federal HOME Program offers funding for local jurisdictions to improve and/or expand the supply of affordable housing opportunities for lower-income households. All projects and programs funded with HOME funds must be targeted to very-low- and low-income households and may have requirements for matching funds from non-federal resources equal to 25% of the requested funds. All of the jurisdictions in Kings County must apply to state HCD for HOME funds annually on a competitive basis. Recently, the cities of Avenal and Hanford received HOME grants for first-time homebuyer loans and housing rehabilitation loans. Lemoore received first-time homebuyer grant funds while Kings County and Hanford received Rental New Construction grant funding.

**Community Development Block Grant (CDBG):** The federal CDBG program is designed to maintain viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, especially for persons of low- and moderate-income. CDBG funds can be used for a variety of activities, including housing acquisition, housing rehabilitation, new construction, public works, and community facilities. Each year, jurisdictions may apply for up to \$800,000 under both the General Allocation and Economic Development components of the CDBG programs. The maximum amount per application is \$500,000. In addition, grants of up to \$70,000 per year from the General Planning and Technical Assistance allocation and \$70,000 per year for the Economic Development Planning and Technical Assistance are awarded and do not count toward the \$800,000 cap.

**Affordable Housing and Sustainable Communities Program (AHSC):** The AHSC Program furthers the purposes of AB 32 and SB 375 by investing in projects that reduce GHG emissions by supporting more compact, infill development patterns, encouraging active transportation and transit usage, and protecting agricultural land from sprawl development. Funding for the AHSC Program is provided from the Greenhouse Gas Reduction Fund (GGRF), an account established to receive Cap-and-Trade auction proceeds. The AHSC Program is administered by the Strategic Growth Council (SGC). HCD will implement the transportation, housing and infrastructure component of the AHSC Program. Funds are allocated through a competitive process, based on the merits of applications submitted and the proposed use of funds. The threshold requirements and application selection criteria focus on the extent to which developments realize the AHSC Program's objectives of reducing GHG emissions, benefiting Disadvantaged Communities, providing affordable housing, demonstrating project readiness, and meeting other policy considerations.

### **2. Administrative Resources**

Described below are the major public and non-profit agencies that have been involved in housing activities or are interested in housing activities in Kings County. These agencies play important roles in meeting the housing needs of the community. In particular, they are involved in the improvement of the

## Chapter 3. Resources and Opportunities

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housing stock, provision of affordable housing, homeownership assistance, and rental assistance to households in need.

**Self Help Enterprises:** Incorporated in 1965, Self-Help Enterprises of Visalia is a non-profit housing developer that assists low-income residents of rural areas with housing and related services. “Self-help” housing refers to housing built in part by the future occupants of the home by allowing families to use their “sweat equity” as the down payment on the new home they might otherwise not be able to afford. Self-Help Enterprises is actively involved in helping farm laborers and other low-income families in becoming homeowners through both training and supervision as self-help builders, and assembling public and private funds in support of new construction. Self-Help Enterprises also develops multi-family housing and administers housing programs for all jurisdictions in Kings County on a contract basis.

**Housing Authority of Kings County (HAKC):** The Housing Authority’s mission is to promote decent, safe, and affordable housing and economic opportunity to low-income families throughout Kings County and its four incorporated cities. The Housing Authority operates three public housing projects providing 268 units of affordable housing and 32 state housing apartments. The Housing Authority also provides 688 Section 8 Housing Choice Vouchers. Finally, the Authority manages 45 farm labor residences, a Rental Housing Construction program apartment complex, a 44-unit California Housing Rehabilitation Program-Rental (CHRP-R) senior citizen project, and two transitional housing projects with 12 spaces for foster youth.

### C. Opportunities for Energy Conservation

#### Avenal

The City of Avenal is developing a partnership with Pacific Gas & Electric to provide homeowners and renters with energy audits and to provide them with resources to obtain low energy products such as lights and insulation. The partnership should be in place in 2016.

#### Corcoran

The City of Corcoran provides expedited permit processing for residential solar energy equipment installations. The City’s Rehabilitation Program also encourages energy-efficient improvements when equipment or construction will involve items eligible for such upgrades. The City is also working with ARRA funds to install electrical retrofits on City-owned buildings/equipment, and entered into a Lease Agreement for a Solar Farm. In addition, the Housing Plan includes Program 2.16 to refer lower-income households to the Kings Community Action Organization and other community services agencies that provide financial assistance to offset the cost of home weatherization, heating (including solar photovoltaic water heater systems) and cooling.

#### Hanford

The City of Hanford will be incorporating the policies and requirements of recent amendments to state law (AB32 and SB375). In addition, the City requires or encourages the following in residential developments:

- Street trees which reduce heat generated from pavement
- Landscaping in new development to shade parking lots
- Solar photovoltaic panels as options

## **C. Opportunities for Energy Conservation**

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- Require developers to exceed Title 24 Standards (Heat & Energy) by 10%
- Increased residential densities
- High Albedo (light-colored roofs are often required)

### **Lemoore**

The Community Design Element of the City's General Plan incorporates several policies and implementation actions that support energy conservation and green development. These include:

- Requiring new development to incorporate passive heating and natural lighting where feasible
- Incorporate green building standards into the Zoning Ordinance and Building Code to ensure a high level of energy efficiency in new development, including requiring the use of Energy Star appliances in new development and substantial renovations, requiring all new development to qualify for the equivalent of "LEED Silver" rating or better, requiring all new residential development to be pre-wired for optional photovoltaic energy systems and/or solar water heating, and requiring all new projects that will use more than 40,000 kilowatt-hours per year of electricity to install photovoltaic energy systems.

### **Kings County**

The Community Development Agency provides expedited plan check and permit processing for residential projects designed to comply with the voluntary residential requirements of the California Green Building Standards Code. Expedited plan check/permit processing is also given to photovoltaic systems that provide energy for residential uses.

In addition, lower-income households are referred to the Kings Community Action Organization and other community services agencies that provide financial assistance to offset the cost of home weatherization, heating (including solar photovoltaic water heater systems) and cooling.



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## ***Chapter 4. Constraints***

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The Kings County jurisdictions recognize that adequate and affordable housing for all income groups strengthens the community. Government policies and regulations can impact the price and availability of housing and, in particular, the provision of affordable housing. Likewise, non-governmental constraints such as land and construction costs, and environmental and infrastructure constraints can also affect housing cost and availability.

This chapter of the Housing Element discusses potential governmental and non-governmental constraints focusing primarily on those constraint areas that may be mitigated through the policies and programs discussed in Chapter 5.

### **A. Governmental Constraints**

Local policies and regulations can impact the price and availability of housing and, in particular, the provision of affordable housing. Land use controls, residential development standards, and permit processing procedures may present constraints to the maintenance, development, and improvement of housing.

#### **1. Land Use Plans and Regulations**

The jurisdictions' General Plan Land Use Elements contain the primary policies that guide residential development. These policies are implemented through several types of ordinances, including the Zoning and Subdivision ordinances. Zoning regulations establish the amount and distribution of different land uses within the jurisdictions, while subdivision regulations establish requirements for the division and improvement of land.

##### **a. General Plan Land Use Designations**

Each city and county in California must prepare a comprehensive, long-term General Plan to guide its future. The land use element of the General Plan establishes the basic land uses and density of development within each jurisdiction. Under state law, the General Plan elements must be internally consistent, and each jurisdiction's zoning must be consistent with its General Plan. Thus, the land use plan must provide suitable locations and densities to implement the policies of the Housing Element. During the previous planning period General Plan updates were adopted in Corcoran (2014) and Kings County (2010), and updates are currently underway in Avenal and Hanford.

Table 4-1 shows the residential General Plan land use categories for the Kings County jurisdictions. The land use designations support a variety of housing types, ranging from very low density development, which generally includes single-family homes on large lots to high-density development, which includes multi-family development ranging from 14 to 29 units per acre.

## Chapter 4. Constraints

**Table 4-1**  
**General Plan Residential Land Use Categories**

Designation	Density Range (units/acre)	Description
<b>Avenal<sup>1</sup></b>		
Residential Estate	0-2	Single-family detached with lot sizes greater than 20,000 sf
Low Density Residential	2-10	Single-family detached with lot sizes greater than 6,000 sf
Medium Density Residential	10-15	Duplex, triplex and fourplex development
High Density Residential	15-29	Multi-family apartments and condominiums
Downtown Commercial	n.a.	Residential use allowed in conjunction with commercial
Community Commercial	n.a.	Residential use allowed in conjunction with commercial
<b>Corcoran</b>		
Very Low Density Residential	0-2	Single-family lots of one-half acre or more
Low Density Residential	4.5 – 10	Single-family detached in traditional subdivisions or clustered planned developments. Lot sizes generally are 4,500 to 7,500 sf.
Medium Density Residential	10-15	Duplex, triplex and fourplex development.
High Density Residential	15-29	Multi-family apartments and condominiums.
<b>Hanford<sup>2</sup></b>		
Very Low Density Residential	0-3	Single-family estate lots with 12,000 sf or more.
Low Density Residential	2-9	Single family detached with lot sizes from 6,000 sf to 10,000 sf.
Medium Density Residential	7-15	Duplexes, zero lot lines, patio homes, and townhomes on lot sizes from 4,500 sf. to 7,500. 6,000sf min. for new subdivision.
High Density Residential	10-22	Multi-family apartments and condominiums development.
<b>Lemoore</b>		
Agriculture/Rural Residential	0-1	Single-family detached in rural and semi-rural areas with lot sizes greater than 40,000 sf
Very Low Density Residential	1-3	Single-family detached in semi-rural area with lot sizes between 15,000 sf to 40,000 sf
Low Density Residential	3-7	Single-family detached in typical residential subdivision with lot sizes from 7,000 to 15,000 sf
Low Medium Density Residential	7-12	Small lot single-family, attached single-family and duplexes, triplexes, fourplexes and townhomes.
Medium Density Residential	12-17	Apartments and townhomes.
High Density Residential	17-25	Multi-family apartments and townhomes.
Mixed Use	8-20	Multi-family and commercial uses.
<b>Kings County</b>		
Very Low Density	0-1	Single-family detached with lot sizes of at least one acre
Low Density	1-2	Single-family detached
Low-Medium Density	2-4	Single-family detached
Medium Density	4-7	Single family detached
Medium High Density	7-11	Multi-family apartments and condominiums
High Density	11-24	Multi-family apartments and condominiums
Very High Density	24+	Multi-family apartments and condominiums

**Notes:**

1. Avenal is currently preparing a General Plan update
2. Hanford is currently preparing a General Plan update, which is expected to be completed in early 2016. It is anticipated that allowable densities will be increased to 20 units/acre in the Medium Density category and 29 units/acre in the High Density category.

Sources: Avenal General Plan, 2005  
Corcoran General Plan, 2014  
Hanford General Plan, 2002  
Lemoore General Plan, 2008  
Kings County General Plan, 2010

**b. Zoning Designations and Housing Opportunities**

Each jurisdiction in Kings County regulates the type, location, density, and scale of residential development through local zoning ordinances. The zoning regulations serve to implement each jurisdiction's General Plan and are designed to protect and promote the health, safety, and general welfare of residents. Housing Element law requires that jurisdictions facilitate and encourage a range in types and prices of housing for all economic and social groups in the community. This includes single-family and multi-family housing, manufactured housing, residential care facilities, emergency shelters, transitional housing, and other housing.

A summary of the residential development permitted by each King County jurisdiction is provided in Table 4-2 through Table 4-6.

**Table 4-2**  
**Permitted Residential Development by Zoning District - City of Avenal**

Housing Type	R-E	R-1	R-2	R-3	D-C	S-C	P-F
Single-Family Detached	P	P	P	P			P
Single-Family Attached			P	P			
Multi-Family			P	P	C		
Mobile Home Park	C	C	C	C			
Second Units	P	P	P	P			
Farmworker Housing	P <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>			P <sup>1</sup>
Emergency Shelters				P			C
Transitional and Supportive Housing	2	2	2	2	2	2	2
Residential Care Facility (6 or less)	P	P	P	P			
Residential Care Facility (7 or more)	C	C	C	C			
Senior Housing/Assisted Living <sup>3</sup>	C	C	C	C	C		
Single Room Occupancy					C	C	
Group Home/Boarding House	C	C	C	C	C		

Notes:

P=permitted use C=conditional use

1. Farmworker housing permitted in conformance with Health & Safety Code 17021.5 and 17021.6.
2. Permitted subject only to the same standards and procedures as apply to dwellings of the same type in the same zone.
3. Conventional senior housing is permitted under the same regulations as multi-family. "Retirement or Rest Home" and "Convalescent Hospital/Nursing Home" are conditionally permitted uses.

Source: City of Avenal Zoning Ordinance, 2015

## Chapter 4. Constraints

**Table 4-3**  
**Permitted Residential Development by Zoning District - City of Corcoran**

Housing Type	RA	R-1	RM	Other
Single-Family Detached	P	P	P	P
Multi-Family			P	P <sup>3</sup>
Mobile Home Parks	C	C	C	
Second Units	P	P	P	
Farmworker Housing <sup>1</sup>	P <sup>2</sup>	P <sup>2</sup>	P <sup>2</sup>	P <sup>2</sup>
Emergency Shelters				P <sup>4</sup>
Transitional and Supportive Housing	P	P	P	
Residential Care Facility (6 or less)	P	P	P	P <sup>5</sup>
Residential Care Facility (7 or more)	C	C	C	P <sup>6</sup>
Senior Housing/Assisted Living		C	C	
Group Homes (includes boarding houses)	P <sup>7</sup>	P <sup>7</sup>	P <sup>8</sup>	
Single Room Occupancy				C <sup>9</sup>

Notes:

P=permitted use A=administrative permit C=conditional use

Other = CN, CC, CH, CD, CS, PO

1. Employee housing with up to 12 units or 36 beds permitted by-right in the A zone and larger facilities permitted by CUP.
2. Employee housing for 6 or fewer persons permitted as a single-family use. CUP required for housing with 7+ occupants.
3. Permitted in CD and PO zones.
4. Emergency shelters permitted by-right in the CS zone
5. Permitted by-right in PO zone and by administrative permit in CN, CC, CH, CD and CS zones
6. Permitted by CUP in PO zone and by administrative permit in CN, CC, CH, CD and CS zones
7. 6 or fewer residents permitted by-right
8. 6 or fewer residents; larger facilities permitted by CUP in the RM and PO zones
9. Permitted by CUP in CN, CC, CH, CD and CS zones

Source: City of Corcoran Zoning Ordinance, 2015

**Table 4-4**  
**Permitted Residential Development by Zoning District - City of Hanford**

Housing Type	R-1 20	R-1 6, 8, 12	RM	OR	CC	DC	MC
Single-Family Detached	P	P	P	P			P
Single-Family Attached	-	-	P	P	-	-	P
Multi-Family	-	-	P	P	C <sup>1</sup>	P <sup>1</sup>	P
Mobilehome Parks	-	-	C	-	-	-	-
Second Units	P	P	P	P	-	-	-
Farmworker Housing <sup>3</sup>	P <sup>4</sup>	P <sup>4</sup>	P <sup>4</sup>	P <sup>4</sup>	-	P <sup>4</sup>	P <sup>4</sup>
Emergency Shelters	-	-	-	P	-	-	-
Transitional and Supportive Housing	2	2	2	2	2	2	2
Residential Care Facility (6 or less)	P	P	P	P	-	-	-
Residential Care Facility (7 or more)	C	C	C	C	-	-	-
Senior Housing/Assisted Living	-	-	C	C	-	-	-
Single Room Occupancy	-	-	C <sup>5</sup>	P <sup>5</sup>	-	-	-

Notes:

P=permitted use C=conditional use

1. Dwellings over a permitted use.
2. Permitted subject only to the same standards and procedures as for other residential dwellings of the same type in the same zone
3. Employee housing with up to 12 units or 36 beds permitted as an agricultural use.
4. Employee housing for up to 6 persons is considered a family use.
5. Listed as "Boarding and Rooming Houses"

Source: City of Hanford Zoning Ordinance, 2015

**Table 4-5**  
**Permitted Residential Development by Zoning District - City of Lemoore**

Housing Type	AR	RVLD	RLD	RN	RLMD	RMD	RHD
Single-Family Detached	P	P	P	P	P	P	-
Multi-Family	-	-	-	-	P	P	P
Mobile Home Park	-	C	C	C	C	A	A
Second Units <sup>7</sup>	-	A	A	A	A	A	A
Farmworker Housing	P <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>	-
Emergency Shelters <sup>2</sup>	-	-	-	-	-	-	-
Transitional and Supportive Housing	P	P	P	P	P	P	P
Residential Care Facility (6 or less) <sup>3</sup>	-	P	P	P	P	P	P
Residential Care Facility (7 or more) <sup>4</sup>	-	-	-	-	C	C	P
Senior Housing/Assisted Living	P <sup>5</sup>	P <sup>5</sup>	P <sup>5</sup>	P <sup>5</sup>	P <sup>5</sup>	P <sup>5</sup>	P <sup>5</sup>
Single Room Occupancy <sup>6</sup>	-	-	-	-	-	-	P

Notes:

P=permitted use A=administrative use permit C=conditional use permit

1. Employee housing for 6 or fewer persons. Employee housing for up to 12 units or 36 beds permitted in the AR and AG zones in conformance with Health & Safety Code Sec. 17021.6 (see Program 4.11)
2. Permitted by-right in CF zone and also by CUP in the ML zone
3. Also permitted by-right in DMX-2, DMX-3 and MU zones and by CUP in DMX-1 zone.
4. Also permitted by CUP in MU and NC zones.
5. Permitted subject to the same use regulations as non-age-restricted housing
6. SROs also permitted by CUP in all DMX zones.
7. Second units also allowed by AUP in DMX-2 and DMX-3 zones

Source: City of Lemoore Zoning Ordinance, 2015

**Table 4-6**  
**Permitted Residential Development by Zoning District - Kings County**

Housing Type	A	RR	R1	RM	C	MU	PF
Single-Family Detached	P	P	P	P	-	P <sup>2</sup>	
Single-Family Attached	-	-	-	P	-	P <sup>2</sup>	
Multi-Family	-	-	-	P	-	P <sup>2</sup>	
Mobile Home Parks	-	C	C	C	-	-	
Second Units	-	P	P	P	-	-	
Farmworker Housing	P <sup>1</sup>	-	-	-	-	-	-
Emergency Shelters	-	-	-	-	-	-	P
Transitional and Supportive Housing	P <sup>4</sup>	P <sup>4</sup>	P <sup>4</sup>	P <sup>4</sup>	P <sup>4</sup>	P <sup>4</sup>	P <sup>4</sup>
Residential Care Facility (6 or less)	P	P	P	P	-	P	P <sup>3</sup>
Residential Care Facility (7 or more)	-	-	-	-	-	-	P <sup>3</sup>
Senior Housing/Assisted Living	-	-	-	-	-	-	
Boarding or Rooming House	-	P <sup>5</sup>	-	P <sup>5</sup>	-	-	
Single Room Occupancy	-	-	-	-	P <sup>6</sup>	-	

Notes:

P=permitted use C=conditional use

1. Up to 4 units permitted by Site Plan Review
2. Permitted by Site Plan Review above or to rear of a commercial use.
3. Care facilities for up to 30 persons permitted by Site Plan Review; larger facilities permitted by CUP
4. Housing for up to 6 persons permitted by-right in Residential, Agriculture and MU zones
5. Boarding houses for up to 30 persons permitted by Site Plan Review; larger facilities permitted by CUP
6. SROs permitted by Site Plan Review in the CS, CH and CR districts.

Source: Kings County Development Code, 2015

## Chapter 4. Constraints

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As shown in Table 4-2 through Table 4-6 above, Kings County jurisdictions allow for a wide variety of housing types, including single-family and multi-family residences at a variety of densities that facilitate market rate and affordable housing projects. Mixed use is also allowed in designated areas of all jurisdictions.

All jurisdictions allow for the development of manufactured housing and mobile homes, providing a valuable source of affordable housing for seniors, families, and farmworkers. In accordance with state law, all jurisdictions allow second units as a permitted use in all single-family zones. Low-income housing can be accommodated in all districts permitting residential use in Kings County jurisdictions including mixed-use districts.

### c. Special Needs Housing

To further fair housing opportunities, Kings County jurisdictions provide for a range of housing opportunities for persons with special needs, including those in residential care facilities, persons with disabilities, the elderly, farmworkers, persons needing emergency shelter or transitional living arrangements, and single-room-occupancy units. Many of these groups also fall under the category of extremely-low-income households. Table 4-2 through Table 4-6 above show the zoning requirements for each jurisdiction with respect to permitted and conditionally permitted special needs housing types. Each jurisdiction's provisions for these housing types are discussed further below.

### Extremely-Low-Income Households

Many of the persons and households discussed in this section under the topic of special needs fall within the *extremely-low-income* category, which is defined as 30% or less of area median income, or up to \$24,250 per year for a 4-person household in Kings County (2015).

A variety of policies and programs described in Chapter 5 address the needs of extremely-low-income households, including persons with disabilities and those in need of residential care facilities. Such programs include housing rehabilitation, preservation of existing affordable units, Section 8 vouchers, provision of adequate sites for new multi-family housing, administrative, regulatory and financial assistance to affordable projects, zoning to encourage and facilitate farmworker housing, emergency shelters, transitional and supportive housing, single room occupancy (SROs) and second units. However, it must be recognized that the development of new housing for the lowest income groups typically requires large public subsidies, and the level of need is greater than can be met due to funding limitations, especially after the dissolution of redevelopment agencies.

### Residential Care Facilities

Residential care facilities refer to any family home, group home, or rehabilitation facility that provides non-medical care to persons in need of personal services, protection, supervision, assistance, guidance, or training essential for daily living. *Health and Safety Code* §§1267.8, 1566.3, and 1568.08 require local governments to treat licensed group homes and residential care facilities with six or fewer residents no differently than other single-family residential uses. "Six or fewer persons" does not include the operator, the operator's family, or persons employed as staff. Local agencies must allow these licensed residential care facilities in any area zoned for residential use, and may not require licensed residential care facilities for six or fewer clients to obtain conditional use permits or variances that are not required of other single-family dwellings.

For all Kings County jurisdictions the development standards for licensed residential care facilities for six or fewer persons are no different than for other residential uses in the same zone. A conditional use permit is required in some jurisdictions for larger residential care facilities for more than six persons. A deviation

in site planning requirements and reduction in parking may be granted through the conditional use process. A discussion of each jurisdiction's regulations for residential care facilities is provided below:

- **Avenal** –Residential care facilities that serve six or fewer persons are a permitted use in all residential zones. Facilities serving more than six persons are conditionally permitted in all residential zones. These requirements are consistent with state law and do not pose a constraint on the establishment of such facilities.
- **Corcoran** – Residential care facilities serving six or fewer persons are permitted by-right in all residential zones as well as the Professional Office (PO) zone. Larger care facilities for more than six persons are permitted by CUP in all residential zones and the PO zone and by administrative permit in CN, CC, CH, CD and CS zones. These requirements are consistent with state law and do not pose a constraint on the establishment of care facilities.
- **Hanford** – Residential care facilities that serve six or fewer persons are a permitted use in all residential zones and the OR zone. Larger state- or county-licensed care facilities that provide housing on a temporary basis and that do not require personal supervision or rehabilitation services are conditionally permitted in all residential zones and the OR zone. These regulations are consistent with state law and do not pose a significant constraint on the establishment of residential care facilities.
- **Lemoore** –Residential care facilities that serve six or fewer persons are permitted by-right in all residential and mixed-use zones subject to the same regulations as other residential uses. Residential care facilities serving more than six persons are permitted by-right in the RHD zone and by CUP in the RLMD, RMD, MU and NC zones. These regulations are consistent with state law.
- **Kings County** – Under current zoning regulations, community care facilities that serve six or fewer persons are a permitted use all residential, mixed use and agricultural zones. Community care facilities for seven or more persons are conditionally permitted in all residential zones and most agricultural zones. In the PF zone, community care facilities serving up to 30 persons are permitted by site plan review and larger facilities are permitted by conditional use permit. These regulations are consistent with state law and do not pose a significant constraint on the establishment of residential care facilities.

### Housing for Persons with Disabilities

Both the federal Fair Housing Act and the California Fair Employment and Housing Act impose an affirmative duty on local governments to make reasonable accommodations (i.e., modifications or exceptions) in their zoning laws and other land use regulations when such accommodations may be necessary to afford disabled persons an equal opportunity to use and enjoy a dwelling. Additionally, §65008 of the *Government Code* requires localities to analyze potential and actual constraints, and include programs to accommodate housing for disabled persons.

Building codes adopted by all Kings County jurisdictions incorporate accessibility standards contained in Title 24 of the California *Code of Regulations*. Compliance with building codes and the Americans with Disabilities Act (ADA) may increase the cost of housing production and can also impact the viability of rehabilitation of older properties required to be brought up to current code standards. However, these regulations provide minimum standards that must be complied with in order to ensure the development of safe and accessible housing.

Because many homes in Kings County jurisdictions were built before modern accessibility standards, an important housing issue facing people with disabilities is retrofitting existing homes to improve access.



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For retrofitting homes, all jurisdictions administratively permit unenclosed ramps to protrude into required setbacks without a variance. Each jurisdiction allows a property owner to build a ramp to allow people with disabilities access into a single-family home upon securing a building permit and payment of local building permit and inspection fees. Each jurisdiction also administers a Housing Rehabilitation Program that provides federally funded loans to eligible homeowners or rental property owners to make accessibility improvements.

Key planning requirements for each jurisdiction related to housing persons with disabilities are described below:

### Avenal

- Definition of “family” – The Avenal Zoning Code defines family as: *“One or more persons related or unrelated, living together as a single nonprofit housekeeping unit, as distinguished from a group occupying a boarding or lodging house, hotel, club, or similar dwelling for group use. A family shall include domestic servants employed by the family but shall not include a fraternal, religious, social, or business group.”* This definition is consistent with current housing law.
- Separation requirements – The City’s Zoning Code does not impose any separation requirements between group homes or residential care facilities.
- Site planning requirements – The site planning requirements for residential care facilities are no different than for other residential uses in the same zone. Required parking is 1 space per 4 beds.
- Reasonable accommodation – Chapter 9.16 of the City’s Zoning Code establishes administrative procedures for reviewing and approving requests for modifications to building or zoning requirements in order to ensure reasonable accommodation for persons with disabilities in conformance with state law.

### Corcoran

- Definition of “family” – The Corcoran Zoning Code defines family as: *“Any group of individuals living together as a single housekeeping unit where the residents and share common living, sleeping, cooking and eating facilities. Family members need not be related by blood but are distinguished from a group occupying a boarding or lodging house, hotel or club suitable for group use.”* This definition is consistent with current law.
- Separation requirements – The City’s Zoning Code does not impose any separation requirements between group homes or residential care facilities.
- Site planning requirements – The site planning requirements for residential care facilities are no different than for other residential uses in the same zone. Required parking is 1 space per two beds plus 1 space per 300 sq. ft. of office and other non-residential areas.
- Reasonable accommodation – Chapter 11-30 of the Zoning Code provides administrative procedures for reviewing and approving requests for modifications to building or zoning requirements in order to ensure reasonable accommodation for persons with disabilities in conformance with state law.

**Hanford**

- Definition of “family” – The Hanford Zoning Code defines family as: “*A single residential unit or person or group of persons living together as a domestic unit in a single residential unit*”. Program 3.12 includes a commitment to review this definition and initiate a Code amendment if necessary to ensure conformance with current housing law.
- Separation requirements – The City’s Zoning Code does not impose any separation requirements between group homes or residential care facilities.
- Site planning requirements – The site planning requirements for residential care facilities are no different than for other residential uses in the same zone. Required parking is 1 space per four beds plus 1 space per staff person during the day shift.
- Reasonable accommodation – The City’s Zoning Code (Chapter 17.72) includes administrative procedures for reviewing and approving requests for modifications to building or zoning requirements in order to ensure reasonable accommodation for persons with disabilities. Requests for reasonable accommodation are reviewed and approved administratively by the Community Development Director within 30 days of receiving an application. There is no fee associated with a reasonable accommodation application.

**Lemoore**

- Definition of “family” – The Lemoore Zoning Code defines “family” as “*An individual or group of two or more persons occupying a dwelling and living together as a single housekeeping unit in which each resident has access to all parts of the dwelling and where the adult residents share expenses for food or rent. Family does not include institutional group living situations such as dormitories, fraternities, sororities, monasteries, convents, residential care facilities or military barracks, nor does it include such commercial group living arrangements as boardinghouses, lodging houses, and the like.*” This definition is consistent with current law.
- Separation requirements – The City’s Zoning Code does not impose any separation requirements between group homes or residential care facilities.
- Site planning requirements – The site planning requirements for residential care facilities are no different than for other uses in the same zone. Required parking is 1 space per four beds. Reasonable accommodations – Zoning Code Sec. 9-2B-6 establishes administrative procedures for reviewing and approving requests for modifications to building or zoning requirements in order to ensure reasonable accommodations for persons with disabilities.
- Reasonable accommodation – Zoning Code Sec. 9-2B-6 establishes administrative procedures for reviewing and approving requests for modifications to building or zoning requirements in order to ensure reasonable accommodation for persons with disabilities.

**Kings County**

- Definition of “family” – The Kings County Development Code defines family as: “*One or more persons living as a bona fide single nonprofit relatively permanent housekeeping unit as distinguished from a group occupying a boarding or lodging*

*house, hotel or club suitable for group use. A family shall not include a fraternal, social or business group.”* This definition is consistent with current housing law.

- Separation requirements – The County’s Development Code does not impose any separation requirements between group homes or residential care facilities.
- Site planning requirements – The site planning requirements for residential care facilities are no different than for other residential uses in the same zone.
- Reasonable accommodation – Article 22 of the County Development Code establishes administrative procedures for reviewing and approving requests for modifications to building or zoning requirements in order to ensure reasonable accommodation for persons with disabilities in conformance with fair housing law.

### Farmworker Housing

Housing for agricultural employees occurs in two types of settings: housing accommodations located on farmland that is exclusively for farmworkers; or traditional housing that is intended for lower-income households but is not restricted to farmworkers.

It is estimated that approximately 8,300 farm laborers in Kings County are permanent non-migrant and seasonal laborers. The housing needs of these farmworkers are primarily addressed through the provision of permanent affordable housing, such as apartments, lower-cost single-family homes, and mobile homes. The remaining farm laborers are migrant farmworkers who are not permanent residents of Kings County.

The California Employee Housing Act<sup>8</sup> regulates farmworker housing and generally requires that no conditional use permit, zoning variance, or other zoning clearance shall be required of state-permitted employee housing that serves six or fewer employees that is not required of a family dwelling of the same type in the same zone (*Health and Safety Code* §17021.5). In addition, state-permitted employee housing facilities with no more than 36 beds in group quarters or 12 units must be treated as an agricultural land use that is not required to obtain any conditional use permit or other approval that is not required of other agricultural uses in the same zone (*Health and Safety Code* §17021.6).

Each jurisdiction’s regulations regarding farmworker housing are described below.

- **Avenal** – Farmworker housing is permitted in conformance with Employee Housing Act requirements. Since Avenal has some of the lowest housing prices and apartment rents in California, the need for farmworker housing is largely met by traditional housing. The City of Avenal actively assists farmworker housing needs: the majority of homeownership loans are made to farmworkers, and a majority of units in assisted multi-family projects are occupied by farmworkers.
- **Corcoran** – Farmworker housing is permitted in conformance with Employee Housing Act requirements. Corcoran has some of the lowest housing prices and apartment rents in California and can meet its needs for farmworker housing through traditional housing. The City actively assists farmworker housing needs: farmworkers receive the majority of homeownership and home rehabilitation loans each year and occupy a larger share of units in assisted multi-family projects.
- **Hanford** – Farmworker housing is permitted in conformance with Employee Housing Act requirements. As the most urbanized city in Kings County, Hanford has only a very small amount of agricultural land.

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<sup>8</sup> California *Health and Safety Code* §17000 et seq.

- **Lemoore** – Farmworker housing for up to six employees is permitted in all residential zones except RVH, therefore a Code amendment is needed to ensure conformance with Employee Housing Act requirements (see Program 4.11 in the Housing Plan). Farmworker housing complexes with up to 12 units or 36 beds are permitted in any zone where agriculture is a permitted use, in conformance with state law. As a more urbanized community, the City of Lemoore has relatively little farmland within its boundaries and only one small area at the western edge of the city with agricultural zoning. The City’s overall efforts to provide and maintain affordable housing opportunities will help to support the few permanent non-migrant and seasonal laborers who may choose to reside in Lemoore.
- **Kings County** – The Kings County Development Code permits farmworker housing with up to four dwelling units in all agricultural zones subject to Site Plan Review. The Housing Plan includes Program 5.10 to process an amendment in conformance with the Employee Housing Act.

### **Emergency Shelters, Transitional and Supportive Housing**

An *emergency shelter* is a year-round facility that provides shelter to homeless families and/or individuals on a limited short-term basis. *Transitional housing* is temporary (often six months to two years) housing for a homeless individual or family who is transitioning to permanent housing. *Supportive housing* includes supportive services (e.g., job training, rehabilitation counseling) to allow individuals to gain necessary life skills in support of independent living.

The passage of SB2 in 2007 amended the requirements for local government regulations regarding emergency shelters and transitional/supportive housing. Unless a city has sufficient existing shelter facilities to accommodate its need, land use regulations must identify at least one zoning district where shelters are a permitted use (i.e., do not require a conditional use permit or other discretionary review). Additionally SB2 requires that transitional and supportive housing be treated as a residential use subject to only those requirements that apply to other residential dwellings of the same type in the same zone.

Each jurisdiction’s policies regarding emergency shelters, transitional and supportive housing are described below.

- **Avenal** - Emergency shelters are permitted by-right without discretionary review in the R-3 zone and by conditional use permit in the PF zone. Required standards include:
  - Maximum of 25 persons per night
  - Off-street parking at one space per five beds plus one space for each staff person on duty
  - Management and security plan
  - Minimum separation of 300 feet between emergency shelters
  - On-site waiting and intake areas screened from the public right-of-way

The R-3 zone is located near transit and commercial services, and provides adequate vacant or underutilized sites to accommodate the City’s need for additional shelter facilities.

Transitional and supportive housing are treated as residential uses subject only to those requirements that apply to other residential dwellings of the same type in the same zone, in conformance with state law.

- **Corcoran** - Emergency shelters are permitted by right without discretionary review in the Service Commercial (CS) zone and by conditional use permit in the Light Industrial (IL) and Heavy Industrial (IH) zones. Required standards include only those that apply to other

uses in the same zone. Parcels within the CS zone encompass approximately ## acres, are located near transit and commercial services, and provide adequate vacant or underutilized sites to accommodate the City's need for additional shelter facilities.

Transitional and supportive housing are treated as residential uses subject only to those requirements that apply to other residential dwellings of the same type in the same zone, in conformance with state law.

- **Hanford** – Emergency shelters are permitted by-right without discretionary review in the OR (Office Residential) zone subject to the following standards.
  - Maximum 25 beds
  - A management and security plan prepared in consultation with the City Manager
  - Off-street parking provided at a ratio of one space per five beds plus one space for each staff person on duty
  - Minimum separation of 300 feet between emergency shelters

The OR zone encompasses approximately 166 acres, is located near transit and commercial services, and provides adequate vacant or underutilized sites to accommodate the City's need for additional shelter facilities.

Transitional and supportive housing are treated as residential uses subject only to those requirements that apply to other residential dwellings of the same type in the same zone, in conformance with state law.

- **Lemoore** – Emergency shelters permitted by right without discretionary review in the Community Facilities (CF) zone and by CUP in the Light Industrial (ML) zone. Required standards include only those that apply to other uses in the same zone. Parcels within the CF zone encompass approximately 589 acres, including 6 vacant parcels totaling over 150 acres, and provide adequate vacant and underutilized sites to accommodate the City's need for additional shelter facilities.

In most zoning districts, transitional and supportive housing are treated as residential uses subject only to those requirements that apply to other residential dwellings of the same type in the same zone. Program 4.10 is included in the Housing Plan to amend zoning regulations in conformance with state law.

- **Kings County** – The Development Code allows emergency shelters through a ministerial site plan review process in the Public Facilities (PF) zone and subject to a conditional use permit in Mixed Use zones, in conformance with permissible development standards under Government Code 65583(a)(4). The PF zone contains approximately 325 acres and has the capacity to accommodate additional shelters. Transitional and supportive housing for up to six persons are permitted subject only to those requirements that apply to other residential uses of the same type in the same zone. Program 5.8 is included in the Housing Plan to ensure consistency with state law.

### Single Room Occupancy (SRO)

Single room occupancy (SRO) facilities are small studio-type apartment units, typically occupied by one or two extremely-low-income persons. SROs may provide either private or shared kitchen and bathroom facilities. Each jurisdiction's policies regarding SROs are described below.

- **Avenal** - SROs are permitted by CUP in the Downtown Commercial (DC) and Service Commercial (SC) zones.
- **Corcoran** – SROs are permitted by CUP in all commercial zones (CN, CC, CH, CD, CS) and the Light Industrial (IL) zone.

- **Hanford** – SROs are permitted by CUP in the Office Residential (OR) zone.
- **Lemoore** – SROs are permitted by-right in the High Density Residential (RHD) zone and by CUP in the Downtown Mixed Use zones (DMX-1, DMX-2 and DMX-3).
- **Kings County** – SROs permitted by ministerial Site Plan Review in the CS, CH and CR districts.

These regulations help to encourage and facilitate the provision of small economical housing units for persons with limited incomes and do not pose an unreasonable regulatory constraint.

**d. Development Standards**

The Kings County jurisdictions regulate the type, location, density, and scale of residential development primarily through their zoning ordinances. Zoning regulations are designed to protect and promote the health, safety, and general welfare of residents, as well as preserve the character and integrity of neighborhoods. The Zoning Ordinance sets forth the specific residential development standards, described below and summarized in Table 4-7.

## Chapter 4. Constraints

**Table 4-7**  
**Residential Development Standards**

Jurisdiction	Development Standard	RR	R-1		RM
Kings County	Min. Lot Size (sf)	30,000	3,000 – 20,000		6,000
	Max. Density (du/ac)	1.5	2-14.5		14.5-29
	Lot Coverage (%)	40%	40 - 83%		50 - 70%
	Max. Height (ft.)	30 (50 by CUP)	30 (50 by CUP)		30 (50 by CUP)
	Development Standard	RE	R-1	R-2	R-3
Avenal	Min. Lot Size (sf)	20,000	6,000	7,000	6,000
	Max. Density (du/ac)	n.a.	n.a.	12.4	21.8
	Lot Coverage (%)	40%	50%	60%	60%
	Max. Height (ft.)	35	35	35	35
	Development Standard	R-A	R-1-12 / R-1-10/ R-1-6	RM-2.5/ RM-3	RM-1.5/ RM-2
Corcoran	Min. Lot Size (sf)	20,000	12,000/10,000/ 6,000	6,000	6,000
	Max. Density (du/ac)	2.2	3.6-7.3	17.5/14.5	29/21.7
	Lot Coverage (%)	40%	40%	60%	70%
	Max. Height (ft.)	35	35	35	35
	Development Standard	R-1-20	R-1-12, R-1-8 R-1-6	RM-3	RM-2
Hanford	Min. Lot Size (sf)	20,000	12,000/8,000/ 6,000	6,000	6,000
	Max. Density (du/ac)	3	3.6-7.3	14.5	21.8
	Lot Coverage (%)	40	40%	50%	50%
	Max. Height (ft.)	40	35	35	35
	Development Standard	AR/RVLD/	RLD/RN	RLMD	RMD/RHD
Lemoore	Min. Lot Size (sf)	40,000/15,000	7,000/3,000	3,000	2,000
	Max. Density (du/ac)	3	7/12	12	17.4/25
	Lot Coverage (%)	n.a.	n.a.	n.a.	n.a.
	Max. Height (ft.)	40	35	35	45/60

Source: Zoning Ordinances for Avenal, Corcoran, Hanford, Lemoore, and Kings County, 2015

### Structural Standards

The permitted density of residential development varies between jurisdictions and zones. The maximum allowable density ranges from 22 units per acre in Avenal and Hanford up to 29 units per acre in Corcoran and Kings County. The wide range of densities allowed in Kings County jurisdictions facilitates a variety of housing types ranging from single-family homes to multi-family apartment complexes.

Minimum lot sizes range from 3,000 square feet to 30,000 square feet for single-family residential zones and from 2,000 to 7,000 square feet per unit for multi-family residential zones. The zoning ordinances also regulate the size of residential structures through lot coverage and height limits. All Kings County jurisdictions have reasonable structural limits with maximum heights ranging from 30 to 60 feet which can accommodate three-story structures and maximum allowable densities in all jurisdictions. However, due to market conditions no residential buildings taller than two stories have been built or proposed in any Kings County jurisdictions except Hanford and Lemoore. Multi-family lot coverage requirements are generous, and all jurisdictions allow coverage of at least 50% in multi-family zones. The single-family

zones allow lot coverage of at least 40%. Agricultural zones have a lower lot coverage limit due to the predominant non-residential nature of these areas. These development standards are typical of other cities in the San Joaquin Valley and are not considered to be a constraint to development.

### Parking Requirements

The parking requirements for Kings County jurisdictions are summarized in Table 4-8. All jurisdictions require 2 parking spaces for single-family detached units. Requirements for multi-family units vary based on bedroom counts with studio and one-bedroom units typically requiring not more than 1.5 spaces per unit. Although two covered spaces are required for multi-family units in Avenal, reductions in this ratio have been reduced for projects that qualify for a density bonus, and Program 1.7 includes a commitment to review parking standards as part of the General Plan and Development Code update.

**Table 4-8**  
**Residential Parking Standards**

Unit Type	Avenal	Corcoran	Hanford	Lemoore	Kings County
Single-family detached	2 covered	2 (1 in garage or carport)	2 (1 in garage or carport)	2 (1 in DMX-1 or DMX-2)	2
Multi-family	2 covered	Studio: 1 1 Bedroom: 1 2 Bedroom: 1.5 3 Bedroom: 2	Studio: 1.5 1 Bedroom: 1.5 2 Bedroom: 2 3 Bedroom: 2 (1 covered)	0-1 Bedroom: 1.5 2+ Bedroom: 2 (1 in DMX-1 or DMX-2)	1.5 per unit + 1 per 3 units guest parking
Second units	1	1 or 2 bedroom: 1 3+ bedroom: 2	1	None	1
SRO units	1 per bedroom	1	1 covered	0.5	1
Boarding houses	1 covered space per bedroom or 1 space per 150 square feet of sleeping space whichever is greater	1 per 2 beds	1 covered	2 per unit	1 per 2 beds + 1 per 3 beds guest parking

Source: Zoning Ordinances for Avenal, Corcoran, Hanford, Lemoore, and Kings County, 2015

Providing adequate parking is necessary to facilitate the sale or rental of a unit. Allowing too few spaces limits the potential occupants of a unit. These parking requirements are designed to accommodate multiple vehicles for households most likely to own more than one vehicle – households in single-family homes and in apartments with two or more bedrooms. According to recent Census data, 77% of owner-occupied units and 47% of renter units in Kings County have 2 or more vehicles. Therefore, requiring two spaces per residence is a reasonable requirement and does not constrain development in Kings County.

### e. Secondary Dwelling Units

Secondary dwelling units are attached or detached units that provide complete independent living facilities for one or more persons including permanent provisions for living, sleeping, cooking, and sanitation, located on the same lot as the primary structure. Second units often provide affordable housing for extremely-low-, very-low- and low-income households, including seniors. *Government Code* §65852.2 (AB 1866) requires jurisdictions to allow second units by-right (as permitted uses) in all single-family zones unless specific findings are made. As shown in Table 4-2 through Table 4-6, second units are permitted in single-family zones in all five jurisdictions.



Specific requirements for secondary units for each jurisdiction are summarized below.

- **Avenal** – The City of Avenal requires a ministerial permit review for second units to ensure consistency with the following standards set forth in the zoning code: 1) the floor area of the second unit shall not exceed 1,200 square feet or 30% of the primary structure, 2) the height shall not exceed the height of the main dwelling, and 3) one additional parking space shall be provided. These regulations are consistent with AB 1866 and do not pose a constraint on second units.
- **Corcoran** – The City of Corcoran allows second units subject to ministerial review. Standards include: 1) the floor area of the second unit shall not exceed 1,200 square feet (if detached) or 30% of the primary structure (if attached), 2) the second unit must be integrated into the design of the main unit and conform to applicable development standards for the site, and 3) one additional parking space shall be provided for second units with one or two bedrooms, and two additional spaces for second units with three or more bedrooms.
- **Hanford** – The City of Hanford requires an administrative application for second units to ensure consistency with development standards set forth in the Zoning Code. These standards include: 1) maximum floor area of 1,200 square feet (if detached) or 30% of the primary structure (if attached) and minimum floor area of 150 square feet, 2) owner occupancy of the primary residence or the second unit, 3) at least one additional parking space (which may be tandem), and 4) compliance with the other regulations for the R, RM and OR districts, except as provided in the second housing units standards. These regulations are consistent with AB 1866 and do not pose a constraint on second units.
- **Lemoore** – The City of Lemoore requires an administrative permit for all second units to ensure consistency with development standards set forth in the zoning code. Second units are permitted on lots of at least 5,000 square feet. Either the primary unit or the second unit must be owner-occupied. Development standards include: 1) a floor area limit of 30% of the existing living area (interior habitable area) of the existing dwelling if attached and 1,200 square feet if detached, 2) a prohibition on second units in planned unit developments unless approved as part of the project, 3) height limited to the height of the existing unit and 4) compliance with the height, building setbacks, lot coverage and zoning requirement generally applicable to the zone in which the property is located. These regulations are consistent with AB 1866 and do not pose a constraint on second units.
- **Kings County** – Kings County requires ministerial site plan review for second units to ensure consistency with develop standards set forth in the zoning code. These standards include: 1) a floor area limit of 30% of the existing living area if attached and 1,200 square feet if detached, 2) owner occupancy of the primary residence or the second unit, 3) at least one additional parking space, and 4) compliance with the other regulations for the R districts. These regulations are consistent with AB 1866 and do not pose a constraint on second units.

### f. Density Bonus

Under current state law (SB 1818 of 2004), cities and counties must provide a density increase up to 35% over the otherwise maximum allowable residential density under the Municipal Code and the Land Use Element of the General Plan (or bonuses of equivalent financial value) when builders agree to construct housing developments with units affordable to low- or moderate-income households. The density bonus policies for each jurisdiction are discussed below.

- **Avenal** –Section 9.19.01(D) of the Avenal Zoning Ordinance establishes density bonus incentives and procedures in conformance with current state law. Use of the density bonus has been limited, however, since allowable densities are sufficient to facilitate affordable housing without requiring a density bonus.
- **Corcoran** – The 2014 Zoning Ordinance update defers to state density bonus law.
- **Hanford** – Sec. 17.39.040 of the Municipal Code establishes density bonus incentives and procedures in conformance with state law.
- **Lemoore** – The City completed a comprehensive update to the Zoning Code in 2013. Article G – Affordable Housing Incentives (Density Bonus) establishes standards and procedures in conformance with state density bonus law.
- **Kings County** – Article 22 of the Development Code establishes density bonus procedures in compliance with state law.

**g. Mobile Homes/Manufactured Housing**

There is often an economy of scale in manufacturing homes in a plant rather than on site, thereby reducing cost. State law precludes local governments from prohibiting the installation of mobile homes on permanent foundations on single-family lots. It also declares a mobile home park to be a permitted land use on any land planned and zoned for residential use, and prohibits requiring the average density in a new mobile home park to be less than that permitted by the Municipal Code.

As described below, all jurisdictions allow for the development of manufactured housing, factory-built housing and mobile homes, providing a valuable source of housing for seniors, families, as well as farmworkers.

- **Avenal** – The City of Avenal permits mobile homes, factory-built housing and manufactured housing on permanent foundations subject to the same standards as apply to conventional single-family homes by-right in the A-I, A-E, R-E and R-1 zones and by CUP in the R-2 and R-3 zones. Although the Zoning Ordinance includes a Mobile Home Park (MHP) district, there is no land designated as such in the city. All existing MHPs are zoned R-1. As part of the comprehensive General Plan update, an amendment to regulations for mobile and manufactured housing will be processed to ensure that these uses are permitted subject to the same standards as apply to conventional housing, and existing mobile home parks are redesignated “MHP” (see Program 1.3).
- **Corcoran** – The City of Corcoran permits mobile homes and manufactured housing on permanent foundations by-right in any residential zone. New mobilehome parks are allowed by CUP in any residential zone and existing MHPs are located in single-family, multi-family, or service commercial zones.
- **Hanford** – The City of Hanford permits mobile homes and manufactured housing on permanent foundations subject to administrative approval in any residential zones. Mobile home parks are permitted in the RM-2 and RM-3 zones subject to a Conditional Use Permit.
- **Lemoore** – The City of Lemoore permits mobile homes and manufactured housing on permanent foundations in the same zones and subject to the same standards as apply to conventional homes. Mobile home parks are permitted by administrative permit or CUP in all residential zones except Agricultural-Residential (AR). The regulations do not unreasonably constrain production of this type of housing.

- **Kings County** – Kings County permits mobile homes and manufactured housing on permanent foundations in the same zones and subject to the same standards as apply to conventional homes. Manufactured housing communities or mobile home parks are permitted in all residential zones with a conditional use permit.

## 2. Residential Permit Processing and Environmental Review

Development review procedures exist to ensure that proposals for new residential development comply with local regulations and are compatible with adjacent land uses. As shown in Table 4-9, processing times for Kings County jurisdictions are relatively quick: single-family projects require one to eight weeks, while multi-family projects typically require one to three months.

**Table 4-9**  
**Development Review Processing**

Permitting Requirements and Timeframes	Jurisdiction				
	Avenal	Corcoran	Hanford	Lemoore	Kings County
Tentative Tract Map	2 mo.	3 mo.	45-60 days	45-60 days	2-3 mo.
Parcel Map	3 mo.	2 mo.	30-45 days	45 days	4-6 weeks
<b>Required Permits</b>					
Conditional Use Permit for Housing in Residential Zones	Not required for SF or MF housing in residential zones	Not required for SF or MF housing in residential zones	Not required for SF or MF housing in residential zones	Required for PUDs only; 60 days	Not required for SF or MF housing in residential zones
Architectural Review for Housing in Residential Zones	Administrative as part of SPR	Only PUDs 30-45 days	Only PUDs 30-45 days	30-45 days	Not required
Administrative Site Plan Review for Apartments	Required 30 days	Required 30-45 days	Required 30 days	n.a.	Required 15 days
<b>Time Frame from plan submittal to approval</b>					
- Single-family project	1 week	14 days	30-45 days	60 days	4-6 weeks
- Multi-Family project	30 days	1 to 3 mo.	30-45 days	60-90 days	4-6 weeks

du=dwelling unit

\* Exception is for Planned Unit Developments (PUD)

Source: Cities of Avenal, Corcoran, Hanford, and Lemoore; Kings County, 2015.

State planning and zoning law guides permit processing requirements for residential development. Within the framework of state requirements, each jurisdiction has structured its development review process in order to minimize the time required to obtain permits while ensuring that projects receive careful review. A description of each jurisdiction's permit and environmental review process is described below.

- **Avenal** – Residential subdivisions require approval of a tentative map by the Planning Commission and a final map by the City Council. Typical processing time for a tentative map is two to three months. Multi-family projects are subject only to Site Plan Review by the Director, which must be approved within 30 days if the project's site plan conforms to the Zoning Ordinance. No findings are required other than conformance with the standards contained in the Zoning Ordinance.
- **Corcoran** – Individual single-family homes can be built by-right in residential zones, while subdivisions require Planning Commission approval of a tentative map and City Council approval of a final map. Multi-family projects of any size in RM zones require

only Site Plan Review, which is approved by the Director with no public hearing. Free-standing multi-family residential projects are also permitted with only Site Plan Review in the Downtown Commercial (CD) and Professional Office (PO) zones, with the exception of projects with five or more units in the PO zone, which require a CUP. Findings required for Site Plan Review approval include 1) consistency with the General Plan and any applicable area plan, specific plan, community plan, or neighborhood plan; 2) compliance with all applicable provisions of the Zoning Code and Municipal Code; and 3) the project is arranged to avoid pedestrian and vehicular circulation hazards. (Sec. 11-23-3.F)

- **Hanford** – Residential subdivisions require approval of a tentative map by the Planning Commission and a final map by the City Council. Typical processing time for a tentative map is 45 to 60 days. For multi-family projects, a site plan review is required to enable the City to determine whether a proposed project conforms to the intent and provisions of the Zoning Ordinance, to guide the Building Official in the issuance of building permits, and to provide for the expeditious review of environmental impact assessments. The Community Development Department makes findings for approval provided the project complies with the following City policies: 1) traffic safety, street dedications, street improvements, and environmental quality, 2) zoning, fire, police, building and health codes, and public works construction standards; and 3) any other applicable federal, state or local requirements. Architectural review is required only for Planned Unit Development (PUD) overlays, and only one parcel in Hanford is designated as such. Developers follow objective guidelines and the Planning Commission approves the project.
- **Lemoore** – Residential subdivisions require approval of a tentative map by the Planning Commission and a final map by the City Council. Individual homes are approved administratively with only a building permit and no requirement for a public hearing. Multi-family projects require Planning Commission approval of a Major Site Plan and Architectural Review and applicable CEQA requirements. City staff provides a standard checklist of items to developers at the outset of a project. The purpose of the Site Plan Review process is to enable the City to determine whether a project conforms to the intent and provisions of the Zoning Ordinance, to guide the building official in permit issuance, and to provide for expeditious review of environmental assessments. Required findings for Major Site Plan Review approval include: 1) Consistency with the objectives of the general plan and applicable zoning regulations, specific plan provisions, and improvement standards; 2) The proposed architecture, site design, and landscape are suitable for the purposes of the building and the site and will enhance the character of the neighborhood and community; 3) The architecture, character, and scale of the building and the site are compatible with the character of buildings on adjoining and nearby properties; and 4) The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation. (Sec. 9-2B-15.E) The typical time required for review and approval of multi-family projects is 60 to 90 days. As an example of the City’s review and approval process, the Cinnamon Villas affordable apartment project was approved in two phases in 2009 and 2014. Phase I was approved by the Planning Commission in approximately 2 months and Phase II was approved in approximately 6 weeks.
- **Kings County** – Kings County allows single-family and multi-family residential projects by-right in residential zones. No conditional use permits are required for residential uses. Moreover, Kings County does not require architectural review or design review. However, the County does require a ministerial standard site plan review for multi-family housing to enable the County to determine whether a proposed project conforms to the intent and provisions of the Development Code, to guide the Building Official in the issuance of building permits, and to provide for the expeditious review of environmental impact

assessments. Processing times are largely a function of compliance with CEQA requirements. Required findings for site plan approval include consistency with the General Plan and Development Code. (Sec. 1603.C)

These procedures help to ensure that each jurisdiction's development process meets all legal requirements without causing a significant unwarranted constraint to housing development.

### 3. Developer Fees, Improvement Requirements and Building Codes

State law limits fees charged for development permit processing to the reasonable cost of providing the service for which the fee is charged. Various fees and assessments are charged by Kings County jurisdictions and other public agencies to cover the costs of processing permit applications and providing services and facilities such as schools, parks and infrastructure. Almost all of these fees are assessed through a pro rata share system, based on the magnitude of a project's impact or on the extent of the benefit that will be derived.

After the passage of Proposition 13 and its limitation on local governments' property tax revenues, cities and counties have faced increasing difficulty in providing public services and facilities to serve their residents. One of the main consequences of Proposition 13 has been the shift in funding of new infrastructure from general tax revenues to development impact fees and improvement requirements on land developers. Kings County jurisdictions require developers to provide on-site and off-site improvements necessary to serve their projects. Such improvements may include water, sewer and other utility extensions, street construction and traffic control device installation that are reasonably related to the project. Dedication of land or in-lieu fees may also be required of a project for rights-of-way, transit facilities, recreational facilities, and school sites, consistent with the Subdivision Map Act.

State law prohibits the imposition of building standards that are not necessitated by local geographic, climatic or topographic conditions, and requires that local governments making changes or modifications in building standards must report such changes to the Department of Housing and Community Development along with a finding with justification that the change is needed. Kings County jurisdictions' building codes are based upon the most recent California codes and are updated periodically. These are considered the minimum necessary to protect the public's health, safety and welfare. Although minor amendments have been incorporated to address local conditions, no additional regulations have been imposed that would unnecessarily add to housing costs.

Additional information regarding development fees, improvement requirements, and building codes is provided below.

#### a. Planning and Development Fees

Housing construction imposes short- and long-term infrastructure costs on communities. Short-term costs include staffing for planning services and inspections. In addition, new residential developments can result in significant long-term costs to maintain and improve infrastructure, public facilities, parks, and streets. In response to the taxing constraints imposed by Proposition 13, many California cities have relied increasingly on planning and development fees to fund services needed by new housing.

In Kings County, all jurisdictions collect planning and building fees for new development, as well as impact fees to assist in the construction of new schools as necessary. In addition, the cities of Avenal, Hanford, Corcoran, and Lemoore collect impact fees to help fund infrastructure improvements. The impact fees include public safety (police and fire), water system supply and distribution, wastewater collection/treatment, streets/thoroughfares, parks and recreation, and various others. Development within

special districts (either a community service district or public utility district) requires connection fees to be paid to the respective special district where services were provided.

Table 4-10 presents the development processing and impact fees charged in each jurisdiction. According to a 2001 statewide fee study<sup>9</sup>, Kings County jurisdictions' fees were lower than half of all jurisdictions in the state. Based on current conditions, fees (both processing and impact) range from approximately 6% to 16% of the total cost of housing in Kings County. Given the current realities of local government fiscal conditions, this is considered very modest and is not an unreasonable constraint to housing.

Residential projects may sometimes require the extension of water, sewer, and roads. In these cases, the off-site improvements are more costly than traditional infill development. In Kings County, cities often require the developer to pay for extending water and sewer infrastructure, but then allow the developer to recapture up to 50% of the costs if infill projects developed within ten years are served by that infrastructure extension that was oversized.

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<sup>9</sup> *Pay to Play: Residential Development Fees in California Cities and Counties*. HCD, August 2001.

**Table 4-10**  
**Residential Development Fees**

Jurisdiction	Single Family Projects <sup>1</sup>					Multi-Family Projects <sup>2</sup>				
	Avenal	Corcoran	Hanford	Lemoore	County	Avenal	Corcoran	Hanford	Lemoore	County
<b>Processing Fees</b>										
Building Plan Check & Permit	\$1,332	\$2,635	\$2,588	\$1,602	\$3,120	\$826	\$925	\$2,043	700	\$1,860
Site Plan Review/CUP	--	\$74	NA	\$348	--	\$200	\$74	\$145	\$174	\$52
Tent. & Final Subdivision Maps	\$650	\$1,269	\$600	Tent \$208 Final \$421	\$3,245	NA	NA	NA	NA	NA
CEQA Review <sup>3</sup>	--	\$422	\$306	\$42	\$630	--	\$422	\$153	\$183	\$630
Total Planning/Building Fees	\$1,982	\$4,400	\$3,494	\$2,621	\$6,995	\$1,026	\$1,421	\$2,341	\$1,057	\$2,542
<b>Impact Fees</b>										
Water	\$729	\$1,163	\$1,843	\$1,289	\$350-5,900 <sup>4</sup>	\$490	\$1,163	\$1,419	\$1,594	\$350-5,900 <sup>4</sup>
Wastewater	\$656	\$3,137	\$2,272	\$726	\$0-6,637 <sup>4</sup>	\$504	\$3,137	\$2,074	\$570	\$0-6,637 <sup>4</sup>
Roads	--	--	\$2,476	E. side \$1,150 W side \$2,730 Avg \$1,940	--	--	--	--	E. side \$751 W. side \$1,860 Averaged to \$1,303	--
Parks	\$1,456	\$923	\$2,787	\$2,963	--	\$1,050	\$923	\$2,452	\$2,365	--
Drainage	--	\$300	--	\$939	--	--	\$300	--	\$533	--
Fire	\$882	\$882	\$158	\$800	\$920	\$700	\$700	\$139	\$638	\$730
Library (County)	\$323	\$323	\$323	\$337.45	\$338	\$256	\$256	\$256	\$268	\$268
Criminal justice (County)	\$1,207	\$1,207	\$1,207	\$1,259.41	\$1,260	\$957	\$957	\$957	\$999	\$998
Sheriff (County)	\$342	--	--	--	\$342	\$271	--	--	--	--
Police (City)	--	\$466	\$302	\$277	--	--	\$466	\$266	\$331	--
Animal control (County)	--	\$4	\$4	\$4	--	--	\$3	\$3	3	--
PFF compliance (County)	\$69	\$69	\$69	\$40	\$72	\$55	\$55	\$55	\$32	\$58
Refuse	--	--	\$310	\$326	--	--	--	--	Varies	--
General govt. (City)	\$737	\$733	--	\$1,096	--	\$526	\$733	--	\$874	--
Schools <sup>5</sup>	\$6,048	\$6,048	\$6,048	\$6,732	\$6,048	\$3,360	\$3,360	\$3,360	\$3,740	\$3,360
Total Impact Fees <sup>6</sup>	\$12,449	\$15,255	\$17,800	\$18,729	\$8,988- 21,175	\$8,169	\$12,053	\$10,981	\$13,247	\$5,952- 17,951
<b>Total Processing &amp; Impact Fees</b>	<b>\$14,431</b>	<b>\$19,655</b>	<b>\$21,294</b>	<b>\$21,350</b>	<b>\$15,983- \$28,737</b>	<b>\$9,195</b>	<b>\$13,474</b>	<b>\$13,323</b>	<b>\$14,304</b>	<b>\$7,956- \$20,493</b>
<b>Approx. % of Total Housing Cost<sup>7</sup></b>	<b>7%</b>	<b>10%</b>	<b>11%</b>	<b>11%</b>	<b>8-14%</b>	<b>7%</b>	<b>11%</b>	<b>11%</b>	<b>11%</b>	<b>6-16%</b>

Notes:

1. Per-unit fee based on a 10-lot subdivision with typical unit sizes
  2. Per-unit fee based on a typical 20-unit apartment project
  3. Assumes Negative Declaration
  4. Applies only within Community Service Districts
  5. School fees range from \$3.36 to \$3.88 per sf depending on district
  6. Excluding school fees which range from \$2.97 to \$4.06 per sq. ft. depending on school district
  7. Based on a single-family detached sales price of \$200,000 and a multi-family unit value of \$125,000
- Source: Kings County jurisdictions, 2015



## Chapter 4. Constraints

Developer impact fees are charged in some cases for certain improvements. In addition to paying impact fees, a developer may provide needed public facilities and services through the creation of a special assessment or infrastructure financing district, annexation to existing public utilities or community services district, or raising of private capital to complete the needed improvements. These costs are passed on to residents through prices or rents charged for new housing. In rural communities, new development is required to be annexed into a city or community services district in order to obtain water and sewer services.

### b. Site Improvement Requirements

For new housing developments, all jurisdictions require installation of curbs, gutters, sidewalks, and street lighting. Developments must also provide connections to water and wastewater systems, or provide wells and septic tanks. Where roadways are not present, developers are required to construct all internal roadways for a subdivision, and provide connections to existing roadways. Table 4-11 summarizes typical improvements.

**Table 4-11**  
**On-Site and Off-Site Improvements**

Permit Type	Standard Improvements		
	Internal Streets	On-site Landscaping and Open Space	Curb, Gutters, Sidewalk, Utilities
Avenal	ROW includes local street width of 36' for streets, plus 4' for sidewalk, and none for landscaping. For collectors, ROW 60' with 5' sidewalks on both sides	Front yard setback and lot coverage. Park dedications are not required. City requires two trees per residential lot.	Requires curb, gutters, sidewalks, and roads where they do not exist. Also must connect to utilities and provide street lights.
Corcoran	ROW includes local street width of 60', plus 4' sidewalk on either side. Requires 6' landscaping. Collector ROW is 68 feet with same requirements	Front yard setback and lot coverage. Park dedications are not required. City requires two trees per residential lot.	Requires curb, gutters, sidewalks, and roads where they do not exist. Also must connect to utilities and provide street lights.
Hanford	ROW includes street width of 40' plus 5' for sidewalk, and 5' for utility easement Collector has 80' ROW, with same easements.	Front yard setback and lot coverage. Yard must be landscaped with 4 trees per lot. Apartment complexes must provide open space and/or amenities per Community Development Department approval	Must provide curb, gutters, sidewalks, street lights, as well as sewer and water hookups, and fire hydrants
Lemoore	58' ROW includes local street width of 34', 5' sidewalks, 7' landscaping on each side. Street trees are placed every 40 feet. Most collectors and arterials have 74'-84' ROWs, respectively, and 6' sidewalks	Front yard setback and lot coverage. 10,000 sq ft. of open space required for multi-family projects (can include recreation bldg.) if project exceeds 25 units	Must provide curb, gutters, sidewalks, street lights, as well as sewer and water hookups, fire hydrants, and undergrounding of utilities up to 70 kv
Kings County	For minor street, ROW is 50-56'. For collector, ROW is 60'.	Standard lot coverage requirements of 40% for single-family residences and 50 to 83% for multi-family residences. No standards for open space required, just landscaping.	Curbs and gutters are required for lot sizes less than 20,000 square feet. Street lights not required. Sewer and water hookups required for lot sizes less than one acre.

ROW=right of way

Source: Cities of Avenal, Corcoran, Hanford, and Lemoore; Kings County

While site improvement requirements increase housing costs, they are typical for most jurisdictions. Moreover, site improvements are necessary to maintain the quality of life desired by residents, and ensure the availability of needed public services and facilities. Jurisdictions can mitigate the cost of these

improvement requirements by assisting affordable housing developers in obtaining state and federal financing for their projects, or providing regulatory and financial incentives.

**c. Building and Construction Codes**

All Kings County jurisdictions have adopted the 2013 California Building Standards Code. The City of Lemoore requires new homes to be pre-wired to facilitate aftermarket solar energy installations. No other additional regulations have been imposed by the jurisdictions that would unnecessarily add to housing costs.

Code enforcement programs are implemented through each jurisdiction's Building Department, Planning Department, Police Department or Public Works Department. Code enforcement staff investigates violations of building code and property maintenance standards as well as other complaints. When violations are identified, eligible property owners are referred to appropriate rehabilitation programs providing grants or low-interest loans for property and building improvements. Each jurisdiction is committed to increasing public awareness of rehabilitation and home improvement programs and to coordinating these programs with code enforcement efforts. This commitment is reflected in Program 1 (Code Enforcement) of each jurisdiction's Housing Plan. In addition, all Housing Plans for Kings County jurisdictions have a housing rehabilitation program.

## B. Non-Governmental Constraints

### 1. Environmental and Infrastructure Constraints

Environmental and infrastructure issues affect the amount, location, and timing of new residential development. New housing opportunities create challenges regarding public infrastructure extensions and expansions, and encroachment into agricultural land. In addition, the availability of adequate water, public infrastructure such as wells and wastewater treatment facilities, and other public services and facilities can impact the feasibility of new residential development. This section analyzes the potential environmental and infrastructure constraints to housing development in Kings County.

#### a. Agricultural Lands

The California Land Conservation Act, (commonly referred to as the “Williamson” Act) was adopted by the state legislature in 1965 to protect agricultural, wetland, and scenic areas of the state from unnecessary or premature conversion to urban uses. The Williamson Act explicitly pronounces the State’s responsibility for protecting its agricultural industry from stagnation and recession. The agricultural industry is critical to the economy of Kings County, and its agricultural preserve program was first implemented in 1969.



To that end, Kings County has several mechanisms that serve to protect farmland from premature urbanization. Conservation or Farmland Security Zone Contracts provide that property may not be used by the owner, or their successors, for any purpose other than the production of agricultural products for commercial purposes. The minimum timeframe of a Land Conservation Contract cannot be less than 10 years. Farmland Security Zone contracts cannot be less than 20 years. Both contracts automatically renew one additional year and the automatic renewal continues indefinitely unless a notice of non-renewal is filed.

As discussed in Chapter 3 and Appendix B – Land Inventory, the sites identified for housing development are not encumbered with Williamson Act contracts, nor are any sites located within Farmland Security Zones. Thus, all sites proposed for development are not constrained by agricultural land use conservation contracts.

#### b. Wastewater Infrastructure

Wastewater service for residential development in King County is provided by public sewers in the incorporated cities and the unincorporated community service districts (CSDs). In rural areas of the County, wastewater service is not provided and residential developments rely on individual septic systems. An analysis of sewer capacity in Kings County jurisdictions and the capacity to accommodate growth commensurate with the RHNA for the 2016-2024 Housing Element planning period is provided below.

- **Avenal** – The City of Avenal provides sewer service to its urbanized areas and the Avenal State Prison. The City’s sewage collection system includes two major trunk lines in Laneva Boulevard that extend from the urban area to the sewage treatment plant located in

southeast Avenal. Based on projected population growth the City's portion of treatment plant reserve capacity will not be fully utilized until the year 2024 under average flow conditions.

- **Corcoran** – Corcoran's wastewater is collected and conveyed to the City's treatment plant, located at the intersection of King Avenue and Pueblo Avenue, in the southeastern portion of the City. This facility provides secondary level treatment. Corcoran State Prison has its own wastewater treatment facility. The City's wastewater treatment plant has been expanded in recent years to accommodate population growth as outlined in the General Plan. The City continues to plan for expansion of the wastewater treatment facility as part of its Capital Improvement Program and Wastewater Collection Master Plan as necessary to include alternative analysis of water reclamation facilities. New development is responsible for construction of all sewer lines serving the development. Adequate treatment plant capacity is projected through the planning period.
- **Hanford** – Hanford's wastewater treatment plant has a design capacity of 8 million gallons per day (8 MGD) with a current inflow to the plant of approximately 5 MGD. There is sufficient capacity at the plant to support city growth for the foreseeable future. Hanford's wastewater treatment plant was recently expanded to provide additional capacity for city growth through 2016. To allow for growth east of the City's boundaries, either a major new interceptor line will be installed to connect this area with the wastewater treatment plant or a satellite tertiary wastewater treatment plant must be built. These improvements will either be funded through impact fees or provided by developers to ensure adequate capacity to accommodate development. Thus, adequate capacity will be available to serve new residential development commensurate with the regional housing production goals.
- **Lemoore** – Lemoore requires all new developments to connect to the City's sewer system. Single-family homes on lots of at least one-acre, which were previously allowed to use private septic systems, are now required to connect to sewer systems to prevent groundwater contamination. Lemoore's wastewater system has adequate capacity to serve projected development through the end of the planning period. New trunk lines and collectors must be planned in areas of the city where growth is expected to occur. Such improvements will be funded through wastewater impact fees.
- **Unincorporated County** – Wastewater treatment capacity is more limited in unincorporated communities than in the cities. In most of the unincorporated areas, wastewater treatment services are not provided, and residential development relies on individual septic systems. However, the Armona, Kettleman City and Stratford District areas are each served by that Districts wastewater treatment system. The Stratford Public Utility District is able to service only existing connections. The community districts of Armona, Home Garden, and Kettleman City have adequate wastewater treatment capabilities. Home Garden contracts with the City of Hanford for wastewater treatment.

**c. Water Availability and Infrastructure**

The availability of water to serve residential development is an important prerequisite for determining the ability of sites to accommodate housing commensurate with the regional housing needs production goals during the 2016-2024 planning period. The availability of water to serve additional growth in each jurisdiction is discussed below. Pursuant to Government Code Sec. 65589.7, water and sewer providers are required to grant priority to developments that include lower-income units, and jurisdictions are required to provide copies of their Housing Elements to water and sewer providers within their boundaries immediately upon adoption.

- **Avenal** – The City of Avenal uses imported water supplied from the San Luis Canal as part of the federal Central Valley Project. Based on the Avenal Water Master Plan, the City is projected to have a sufficient supply of imported water to meet growth demands and regional housing needs through the planning period, although it is difficult to predict future water supplies with certainty due to the current drought.
- **Corcoran** – Corcoran relies upon five groundwater wells located in a well field northeast of the City to meet all domestic, commercial, and industrial water demands. To prevent aquifer overdrafting, Corcoran participates in groundwater recharge activities, has adopted water conservation ordinances, and treats/reuses wastewater effluent for irrigation at Corcoran State Prison. The City has sufficient existing and planned groundwater supply to serve the City’s regional housing needs and maximum population projected at buildout of the General Plan without depletion of the aquifer.
- **Hanford** – Hanford and surrounding urban areas rely on local groundwater from the San Joaquin Valley Groundwater Basin to meet all domestic, commercial, and industrial water demand. The City also maintains drainage basins to percolate storm water and excess domestic water year-round to recharge the aquifer. Approximately one-half the potable water consumed by urban users is for outdoor water use such as landscape irrigation. The other half is utilized by consumers for indoor use. Indoor wastewater is delivered to the City’s wastewater treatment plant where it is treated, disinfected, and delivered to the Lakeside Irrigation District (by agreement) for reuse as agricultural irrigation water. The City’s Urban Water Management Plan identifies adequate water through the planning period to serve regional housing needs and anticipated urban growth.
- **Lemoore** – The City of Lemoore provides water service within its corporate limits from seven wells. According to the 2008 General Plan, projected average day demand is expected to be within the current supply capacity needed to meet the City’s share of regional housing needs for the planning period. 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. Lemoore is in the process of complying with new groundwater management regulations, but enforcement is still uncertain, so there is no known restriction on the number of wells that may be drilled inside the City limits. 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.
- **Unincorporated County** – The Kettleman City Community Services District (KCCSD) provides water to the unincorporated community of Kettleman City from two groundwater wells. The KCCSD has established a moratorium on new commercial and residential development until a new surface water treatment plant can be constructed which will treat water from the California Aqueduct. It is currently anticipated that construction of the new water treatment plant will begin in early 2016 and be completed in 2018.

The Armona Community Services District (ACSD) provides water services in the unincorporated community from two groundwater wells. The ACSD has established a moratorium on new commercial and residential development until water system improvements or an imported water source is identified.

Neither the KCCSD nor the ACSD are restricted in the amount of groundwater wells that can be drilled. The KCCSD and ACSD Capital Facilities Plans include the provision of new wells and additional water storage capacity to accommodate buildout of the General Plan land use policies. As demand for water supply increases with population growth, these

community service districts will drill new wells and construct additional water storage facilities in accordance with their Capital Facilities Plans.

Home Garden Community Service District (HGCSD) can support limited infill development and currently has undetermined capacity for future water connections.

Stratford Public Utility District (SPUD) has three existing wells, however only two are operational and one will be abandoned soon and can support limited infill development. The existing capacity will not support large-scale development within the community and new sources of potable water will be needed.

Although some water supply restrictions currently exist, they are not expected to preclude new residential development commensurate with regional housing needs in unincorporated areas during the 2016-2024 planning period. As indicated in Appendix B, the unincorporated County's potential lower-income sites are evenly distributed among the four Community Service District areas.

## **2. Land and Construction Costs**

Land and construction costs contribute to the cost and affordability of housing. However, these market factors are largely beyond the control of local jurisdictions.

While land costs are primarily controlled by regional location, cities and counties can influence per-unit land costs through allowable densities. As discussed in the Governmental Constraints section, all of the jurisdictions in Kings County allow residential development at sufficient densities to accommodate market demand.

Like land costs, construction costs are not significantly affected by local policies. The price of materials and labor are affected by regional, national and international forces. Construction costs depend on the type of home as well as amenities, materials used, and quality of construction. Jurisdictions have several means to reduce the cost of housing construction, improve housing affordability, and expand housing opportunities for more residents. Using prefabricated or manufactured housing is one way to reduce construction costs. All Kings County jurisdictions have policies to facilitate the use of manufactured housing.



Local building code requirements could also affect the cost of new housing. All Kings County jurisdictions have adopted the California Building Code and no local amendments have been adopted that would significantly increase the cost of construction.

In some portions of Lemoore, mitigation is needed to comply with FEMA flood hazard regulations or to provide noise insulation in homes impacted by aircraft overflight from the Naval Air Station Lemoore. While these measures will increase constructions costs, they are at least partially offset by creating additional areas for residential development, thereby increasing the potential supply of housing.

## **3. Cost and Availability of Financing**

Kings County jurisdictions are similar to most other communities with regard to private sector home financing programs. The financial crisis that began in 2008 has affected the availability of real estate

## Chapter 4. Constraints

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loans, and although interest rates in the past several years have been at historic low levels for those with good credit, most lower-income households have difficulty qualifying for home loans.

Under state law, it is illegal for real estate lending institutions to discriminate against entire neighborhoods in lending practices because of the physical or economic conditions in the area (“redlining”). In monitoring new construction sales, re-sales of existing homes, and permits for remodeling, there is no evidence of redlining in Kings County.

### C. Fair Housing

State law prohibits discrimination in the development process or in real property transactions, and it is each jurisdiction’s policy to uphold the law in this regard. In Kings County, fair housing complaints are referred to different agencies depending on the jurisdiction. The cities of Corcoran and Lemoore refer fair housing complaints to the HUD Fair Housing Enforcement Center in San Francisco. The cities of Corcoran and Lemoore also refer housing complaints to Tulare/Kings County Legal Aid. Kings County, Avenal, Hanford and Lemoore refer fair housing complaints to the Human Rights/Fair Housing Commission office in Fresno. Each jurisdiction’s efforts to support fair housing are described in the Housing Plan (Chapter 5).

# Chapter 5. Housing Plan

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The earlier chapters of the Housing Element describe the housing needs, resources and constraints for the five jurisdictions in Kings County. This Housing Plan sets forth a comprehensive strategy and program of actions to address the housing issues identified within the cities of Avenal, Corcoran, Hanford, Lemoore, and the unincorporated areas of Kings County.

Section A highlights the major housing issues identified in Kings County and corresponding goals and policies to address those issues. Section B sets forth the specific programs to be implemented by the cities of Avenal, Corcoran, Hanford, Lemoore, and unincorporated Kings County to effectively implement the goals and policies.

## A. Goals and Policies

### 1. Housing and Neighborhood Conservation

Improving the condition of housing is a primary housing goal for many communities. Although the majority of homes in each community are in sound condition, there is a need for repair, improvement, and rehabilitation of many homes, particularly older “Farmers Home” units and mobile homes as well as older multi-family complexes. Thus a primary goal of the Housing Element is to continue to support policies and programs for improving housing and residential neighborhoods.

#### **GOAL 1. Improve and maintain the quality of housing and residential neighborhoods.**

***Policy 1.1.** Promote and improve the quality of residential properties by ensuring compliance with housing and property maintenance standards.*

***Policy 1.2.** Assist in the repair, rehabilitation, and improvement of residential structures; demolish and replace structures which are dilapidated and beyond repair.*

***Policy 1.3.** Invest in infrastructure and public facilities to ensure that adequate water, sewer, roads, parks, and other needed services are in place to serve existing and future residential developments.*

***Policy 1.4.** Preserve assisted rental housing for long-term occupancy by low- and moderate-income households.*

### 2. Housing Production

Like most other areas in the San Joaquin Valley, growth and development in Kings County is expected to continue in the foreseeable future. The Housing Element sets forth policies to encourage the production of high quality housing that meets identified housing needs, further stimulates economic development, and improves residential neighborhoods.



**GOAL 2. Facilitate and encourage the provision of a range of housing types and prices to meet the diverse needs of residents.**

*Policy 2.1. Provide adequate sites for housing through appropriate land use, zoning and development standards to accommodate the regional housing needs for the current planning period.*

*Policy 2.2. Work collaboratively with nonprofit and for-profit developers to seek state and federal grants to support the production of affordable housing.*

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

*Policy 2.4. Support the construction of high quality single- and multi-family housing which is well designed and energy efficient.*

### 3. Housing Constraints

Market factors and government regulations can have a significant impact on the cost of new housing. Although market factors are largely beyond the influence of local governments, Kings County jurisdictions can continue to implement responsive programs to mitigate the impact of market conditions and governmental regulations.

**GOAL 3. Remove or mitigate, to the extent feasible and appropriate, potential governmental constraints to the production, maintenance, improvement and affordability of housing.**

*Policy 3.1. Offer regulatory and/or financial incentives, as available and appropriate, to encourage the construction of quality housing.*

*Policy 3.2. Periodically review local ordinances and building regulations to ensure that they do not unduly impede housing investment.*

*Policy 3.3. Utilize planned developments and other creative mechanisms to facilitate the construction of more creative, well-designed, housing projects.*

*Policy 3.4. Ensure that developments are processed efficiently to minimize holding costs and comply with the Permit Streamlining Act.*

### 4. Housing Assistance

Certain groups may have greater difficulty in finding decent, affordable housing due to unique circumstances. Persons with special needs include low- and moderate-income households, military personnel, seniors, persons with disabilities, large families, people who are homeless, single-parent households, and farmworkers. Kings County jurisdictions remain committed to assisting people of all walks of life in securing adequate housing.

**GOAL 4. Provide housing assistance to extremely-low-, very-low-, low-, and moderate-income households and those with special housing needs.**

*Policy 4.1. Support the provision of rental assistance to provide affordable housing options for extremely-low-, very-low- and low-income households.*

*Policy 4.2. Participate in efforts to expand homeownership opportunities to lower- and moderate-income households through downpayment assistance and other homeownership programs.*

***Policy 4.3.*** Support the provision of housing suitable for special needs groups, including seniors, people with disabilities, homeless people, military personnel, large households, single-parent families, and farmworkers.

***Policy 4.4.*** Develop and maintain collaborative efforts among nonprofits, for-profit developers, and public agencies to encourage the development, maintenance, and improvement of housing.

## **5. Fair and Equal Housing Opportunities**

Fair and equal housing opportunity is a continuing need in Kings County to ensure that all persons, regardless of their status, have the opportunity to find a suitable home. Mediating tenant/landlord disputes, investigating complaints of discrimination, providing education services, and improving public awareness are all part of a comprehensive fair housing program.

### **GOAL 5. Further equal housing opportunities for persons, regardless of status.**

***Policy 5.1.*** Support enforcement of fair housing laws prohibiting arbitrary discrimination in the development, financing, rental, or sale of housing.

***Policy 5.2.*** Periodically review City ordinances and development regulations and modify, as necessary, to accommodate housing for disabled persons.

## 4. Lemoore Housing Programs

Lemoore is a city preparing for the future while preserving the best of its past. Incorporated in 1900, Lemoore has undergone significant changes over its 115-year history. Although the City's major employers are still rooted in agriculture, economic development has paved the way for a more diversified economy. Yet despite change, Lemoore retains the charm and beauty of a small rural town with its turn-of-the-century buildings, residences and casual environment.



Lemoore is committed to a sustainable economy and quality of life. Lemoore Naval Air Station provides a significant component of the City's economic base. West Hills College, Brandman University, College of the Sequoias, and Kings County Job Training Office all provide workforce training. With the elimination of redevelopment and the Enterprise Zone Program, there are no incentives to offer new businesses. A new interchange at SR 198 and 19<sup>th</sup> Avenue was constructed in 2014, and the City is working with Caltrans for an improved interchange at SR 41 and Bush Street. In 2014 the U.S. Navy announced that the new F-35C Joint Strike Fighter will be based

at Lemoore beginning in 2016. This decision assures the long-term importance of the Naval Air Station to Lemoore's local economy.

The City's downtown revitalization efforts focus on mixed-use opportunities and converting historic structures for housing.

The 2016-2024 Housing Plan represents Lemoore's efforts to continue to build upon past successes by facilitating development of additional housing to accommodate employment growth, providing housing assistance to residents in need, and maintaining the charm of Lemoore's past.



### 4.1 Code Enforcement

The City will continue to provide code enforcement services and refer property owners to City rehabilitation programs. Code enforcement is an important means to ensure that the character and quality of neighborhoods and housing is maintained. The City's Code Enforcement staff will work to enforce state and local regulations. In conjunction with code enforcement activities, City staff will provide information to homeowners regarding Lemoore's Housing Rehabilitation Program.

<b>Objective:</b>	Continue to work with the community on code violations. Refer property owners to City programs for rehabilitation assistance.
<b>Responsible Agency:</b>	Code Enforcement coordinated with Police, Business License, Planning, Building and Fire Departments
<b>Funding:</b>	General Fund and grant funds

**Timeline:** Throughout the planning period

### 4.2 Housing Rehabilitation Program

In the past, the City's Housing Rehabilitation Program assisted lower-income households with substantial home repairs or reconstruction. Loans of up to \$70,000 for rehabilitation and \$116,000 for home reconstruction were provided to qualified applicants. All loans were deferred for 50 years with a zero percent interest rate as long as the residence remained the owner's primary home. No funding is currently available to operate this program; therefore, this program will only be implemented should HOME grant funds be awarded. The City will continue to monitor funding opportunities and apply for grant funds as they become available.

**Objective:** Assist lower-income households with rehabilitation based on available funding.

**Responsible Agency:** Planning Department

**Funding Source:** HOME funds

**Timeline:** Monitor the availability grant funding annually and submit applications as HOME funding is made available.

### 4.3 Zoning for Adequate Sites

The City will facilitate the construction of new housing to accommodate projected employment and population growth and to meet the needs of residents. To that end, the Housing Element identifies adequate sites to accommodate the City's share of the Regional Housing Needs Allocation of 2,985 units (339 extremely-low-, 338 very-low, 507 low, 534 moderate, and 1,267 above-moderate) during the planning period. Adequate sites are those with sufficient development and density standards, water and sewer services, and adequate infrastructure.

Mixed-use development represents one of the City's key land use strategies not only for meeting its housing needs, but also for achieving other planning objectives such as economic development, walkable communities, and reductions in vehicular trips and greenhouse gas emissions. The new Zoning Code includes regulations and incentives to implement the mixed-use policies contained in the Land Use Element of the General Plan, including incentives to encourage the inclusion of a residential component in projects located in mixed-use districts. Where necessary, the City will facilitate the subdivision of large parcels for development. The City will continue to monitor and report annually on its progress toward these objectives.

**Objectives:** Provide adequate sites to meet the housing needs allocation of 2,985 units.

**Responsible Agency:** Planning Department

**Funding:** General Fund

**Timeline:** Continue to accommodate the City's housing needs through 2024

### 4.4 Downtown Revitalization

As part of the City's 1992 Downtown Revitalization Plan, the City has been encouraging and facilitating the development and redevelopment of its downtown core. An important component



**Lucerne Hotel**

of these efforts has been mixed residential-commercial uses in the Downtown Mixed Use zones. The City has converted two historic hotels in the downtown to provide low-income and senior housing above commercial uses. Such projects have assisted the City in meeting revitalization objectives, historic preservation, and the need for lower-income housing.

<b>Objective:</b>	Facilitate additional mixed-use projects in the downtown as opportunities arise.
<b>Responsible Agency:</b>	Planning Department
<b>Funding:</b>	CDBG and other grants
<b>Timeline:</b>	Throughout the planning period

#### **4.5 Planned Unit Development (PUD)**

The City implements a PUD overlay zone to provide flexibility in setback requirements and other regulations, increase residential densities in certain areas through techniques such as clustering, provide flexible site requirements, and stimulate creative, flexible and more affordable development.



<b>Objective:</b>	Continue to promote the benefits of PUD alternatives to traditional development.
<b>Responsible Agency:</b>	Planning Department
<b>Funding Source:</b>	General Fund
<b>Timeline:</b>	Throughout the planning period

#### **4.6 First Time Homebuyer Programs**

The City offers first-time home ownership assistance to very-low-income homebuyers through a HOME-funded *First Time Homebuyer Program*. The Program offers assistance as a deferred second mortgage loan of up to \$65,000 for down payment and closing cost assistance. Assistance under this program may include foreclosed properties. Buyers must provide a \$1,000 down payment, qualify with a primary lender and comply with their requirements.

<b>Objective:</b>	Assist 5 households annually.
<b>Responsible Agency:</b>	Planning Department and City Manager's Office
<b>Funding:</b>	HOME funds
<b>Timeline:</b>	Throughout the planning period

#### **4.7 Section 8 Rental Assistance**

Administered by the Kings County Housing Authority, Lemoore will continue to participate in the Section 8 rental assistance program. This program extends rental subsidies to extremely-low- and very-low-income households that spend more than 30% of their income on rent. The rent subsidy is the difference between 30% of monthly income and allowable rent determined by HUD.



<b>Objective:</b>	Assist the Housing Authority in promoting the Section 8 program.
<b>Responsible Agency:</b>	Kings County Housing Authority
<b>Funding:</b>	HUD
<b>Timeline:</b>	Throughout the planning period

### 4.8 Affordable Housing Project Assistance

The City provides financial and administrative assistance to affordable housing projects whenever feasible. Financial assistance is dependent on grant funding and administrative assistance may include support with the preparation of grant applications as well as incentives such as density bonus and fast-track permit processing.



<b>Objective:</b>	Assist affordable housing projects on a case-by-case basis, including priority for extremely-low-income units where feasible.
<b>Responsible Agency:</b>	Planning Department
<b>Funding:</b>	Grant funds; General Fund
<b>Timeline:</b>	Continue to facilitate the construction of affordable housing on an annual basis, if requested, throughout the planning period

### 4.9 Senior and Special Needs Housing

The City supports development of affordable housing for special needs households, including elderly and disabled. The City has been supportive of special needs housing including affordable senior housing development, housing rehabilitation programs, and development of second units, all of which serve the needs of very-low- and extremely-low-income households and persons with disabilities. The City also supported the conversion of the Antlers Hotel into senior housing. The City will continue to facilitate the development of senior housing, special needs housing, and/or a senior assisted living facility in the Lemoore Market Area through incentives and administrative assistance.



<b>Objective:</b>	Continue to support the development of senior/disabled/assisted living housing.
<b>Responsible Agency:</b>	Planning Department
<b>Funding:</b>	CDBG, state and federal funds

**Timeline:** Continue to facilitate the construction of affordable senior and special needs housing on an annual basis, if requested, throughout the planning period

#### **4.10 Emergency Shelters and Transitional/Supportive Housing**

State law requires jurisdictions to provide adequate sites for a variety of housing types including emergency shelters and transitional/supportive housing. This type of housing is particularly important in addressing the needs of very-low- and extremely-low-income persons. The Zoning Code allows emergency shelters by-right in the Community Facilities (CF) zone subject to objective development standards. In addition, transitional and supportive housing are considered residential uses and are permitted in most zones subject only to the same requirements as other residential uses of the same type in the same zone. Minor revisions to zoning regulations are needed to ensure conformance with state law.



**Objectives:** Continue to facilitate emergency shelters and transitional/supportive housing consistent with state law.

Amend the Zoning Code to revise regulations for transitional and supportive housing in 2016 to ensure conformance with state law

**Responsible Agency:** Planning Department

**Funding:** General Fund

**Timeline:** Zoning Code amendment in 2016

#### **4.11 Employee and Farmworker Housing**

As the second most urbanized city in Kings County, Lemoore has few resident farmworkers. Although agricultural operations are very limited, an amendment to City zoning regulations will be processed to allow farmworker housing in conformance with *Health and Safety Code* §17021.5. Lemoore has worked with Self-Help Enterprises to create 36 affordable single-family units by providing land and home ownership assistance while families provided “sweat equity” towards constructing their homes. Occupants were primarily very-low-income farmworker families.



- Objectives:**
1. Process a Zoning Code amendment to allow employee housing in conformance with *Health and Safety Code* §17021.5;
  2. Assist interested affordable housing developers by identifying sites and supporting funding applications for farmworker housing; and

3. Provide, to the extent feasible, regulatory incentives to encourage the construction of farmworker housing

**Responsible Agency:** Planning Department  
**Funding:** General Fund  
**Timeline:** Code amendment in 2016; continue to facilitate the construction of farmworker housing on an annual basis, if requested, throughout the planning period

### 4.12 Remove Constraints on Housing for Persons with Disabilities and Special Needs

State law requires jurisdictions to analyze and remove potential constraints to housing for persons with disabilities, who often have very-low or extremely-low incomes. As part of this Housing Element update the City conducted an analysis of its zoning and land use processes, permit processing procedures, and building codes and no constraints were identified.

**Objectives:** Continue to facilitate the production of housing for persons with disabilities and other special needs consistent with current law.  
**Responsible Agency:** Planning Department  
**Funding:** General Fund  
**Timeline:** Throughout the planning period

### 4.13 Promote Equal Housing Opportunities

The City provides information on fair housing laws, landlord/tenant rights and responsibilities and refers complaints of housing discrimination to the Department of Fair Employment and Housing in Fresno. Information on housing discrimination is available at City Hall and flyers on fair housing are distributed to participants in the City's First Time Homebuyer Program.

In addition, the Zoning Ordinance includes reasonable accommodation procedures for reviewing and approving requests for modifications to zoning and building regulations by persons with disabilities.

**Objective:** Continue to provide fair housing information at City Hall, other public offices and on the City website.  
Continue to process requests for reasonable accommodation by persons with disabilities  
**Responsible Agency:** Planning Department  
**Funding:** General Fund  
**Timeline:** Throughout the planning period



## C. Quantified Objectives

Table 5-1 below summarizes the quantified objectives for housing construction, rehabilitation, and conservation for Kings County jurisdictions for the 2016-2024 planning period. Construction objectives do not reflect past building activity, but rather reflect housing needs based on demographic trends as determined by the California Department of Housing and Community Development (HCD).

**Table 5-1**  
**Quantified Objectives 2016-2024**

Income Category	Avenal	Corcoran	Hanford	Lemoore	Unincorporated Kings County
<b>New Construction<sup>1</sup></b>					
Extremely Low	73	108	549	339	93
Very Low	72	107	548	338	93
Low	108	161	821	507	138
Moderate	115	169	865	534	147
Above-Moderate	271	401	2,049	1,267	347
<b>Rehabilitation</b>					
Extremely Low	5	10	10	10	12
Very Low	5	20	40	10	13
Low	10	45	50	10	25
Moderate	0	0	0	10	0
Above-Moderate	0	0	0	0	0
<b>Conservation<sup>2</sup></b>					
Extremely Low					
Very Low					
Low	317	593	718	624	197
Moderate					
Above-Moderate	0	0	0	0	0

1 Construction objectives are for 2014-2024 commensurate with the RHNA

2 Conservation objectives refer to existing units with affordability covenants (see Table 2-33)

Source: KCAG, 2014 Kings County Regional Housing Needs Assessment Plan, January 28, 2015

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## *Chapter 6. Glossary of Terms*

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**Acre:** A unit of land measure equal to 43,560 square feet. Net acreage refers to the portion of a site exclusive of existing or planned public or private road rights-of-way.

**Accessory Dwelling Unit:** A dwelling unit accessory to a main single-family dwelling on a parcel of land and which meets the requirements of state law.

**Affordability Covenant:** A property title agreement which places resale or rental restrictions on a housing unit.

**Affordable Housing:** Under state and federal statutes, housing which costs no more than 30% of gross household income. Housing costs include rent or mortgage payments, utilities, taxes, insurance, homeowner association fees, and related costs.

**Assisted Housing:** Housing that has received subsidies (such as low interest loans, density bonuses, direct financial assistance) by federal, state, or local housing programs in exchange for restrictions requiring a certain number of housing units to be affordable to very-low-, low-, and moderate-income households.

**Kings County Association of Governments (KCAG):** The regional government agency authorized by the federal and state government to address regional transportation, housing, and other planning issues in Kings County.

**At-Risk Housing:** Assisted rental housing that is at risk of losing its status as housing affordable for very-low-, low-, and moderate-income residents due to the expiration of federal, state or local agreements.

**California Department of Housing and Community Development (HCD):** The state department responsible for administering state-sponsored housing programs and for reviewing housing elements to determine compliance with state housing law.

**Census:** The official United States decennial enumeration of the population conducted by the federal government.

**Community Development Block Grant (CDBG):** A grant program administered by the U.S. Department of Housing and Urban Development (HUD). This grant allots money to cities and counties for housing rehabilitation and community development activities, including public facilities and economic development.

**Condominium:** A building or group of buildings in which units are owned individually, but the structure, common areas and facilities are owned by all owners on a proportional, undivided basis.

**Density:** The number of dwelling units per unit of land. Density usually is expressed “per acre,” e.g., a development with 100 units located on 20 acres has density of 5.0 units per acre.

**Density Bonus:** The allowance of additional residential units beyond the maximum for which the parcel is otherwise permitted usually in exchange for the provision or preservation of affordable housing units at the same site or at another location.

**Development Impact Fees:** A fee or charge imposed on developers to pay for a jurisdiction’s costs of providing services to a new development.

**Development Right:** The right granted to a land owner or other authorized party to improve a property. Such right is usually expressed in terms of a use and intensity allowed under existing zoning regulation. For example, a development right may specify the maximum number of residential dwelling units permitted per acre of land.

## Chapter 6. Glossary of Terms

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**Dwelling Unit:** One or more rooms, designed, occupied or intended for occupancy as separate living quarters, with cooking, sleeping and sanitary facilities provided within the unit for the exclusive use of a household.

**Dwelling, Multi-family:** A building containing two or more dwelling units for the use of individual households; e.g., an apartment or condominium building.

**Dwelling, Single-family Attached:** A one-family dwelling attached to one or more other one-family dwellings by a common vertical wall. Row houses and town homes are examples of this dwelling unit type.

**Dwelling, Single-family Detached:** A dwelling, not attached to any other dwelling, which is designed for and occupied by not more than one family and surrounded by open space or yards.

**Elderly Household:** Elderly households are one- or two- member (family or non-family) households in which the head or spouse is age 65 or older.

**Emergency Shelter:** An emergency shelter is a facility that provides shelter to homeless families and/or homeless individuals on a limited short-term basis.

**Fair Market Rent (FMR):** Fair Market Rents (FMRs) are freely set rental rates defined by HUD as the median gross rents charged for available standard units in a county or Standard Metropolitan Statistical Area (SMSA). Fair Market Rents are used for the Section 8 Rental Program and other HUD programs.

**First-Time Home Buyer:** Defined by HUD as an individual or family who has not owned a home during the three-year period preceding the HUD-assisted purchase of a home. Jurisdictions may adopt local definitions for first-time home buyer programs which differ from non-federally funded programs.

**Floor Area Ratio (FAR):** The gross floor area of all buildings on a lot divided by the lot area; usually expressed as a numerical value (e.g., a building having 10,000 square feet of gross floor area located on a lot of 5,000 square feet in area has a floor area ratio of 2:1).

**General Plan:** The General Plan is a legal document, adopted by the legislative body of a city or county, setting forth policies regarding long-term development. California law requires the preparation of seven elements or chapters in the General Plan: Land Use, Housing, Circulation, Conservation, Open Space, Noise, and Safety. Additional elements are permitted, such as Economic Development, Urban Design and similar local concerns.

**Group Quarters:** A facility that houses groups of unrelated persons not living in households (U.S. Census definition). Examples of group quarters include institutions, dormitories, shelters, military quarters, assisted living facilities and other quarters, including single-room occupancy (SRO) housing, where 10 or more unrelated individuals are housed.

**Home Mortgage Disclosure Act (HMDA):** The Home Mortgage Disclosure Act requires larger lending institutions making home mortgage loans to publicly disclose the location and disposition of home purchase, refinance and improvement loans. Institutions subject to HMDA must also disclose the gender, race, and income of loan applicants.

**HOME Program:** The HOME Investment Partnership Act, Title II of the National Affordable Housing Act of 1990. HOME is a Federal program administered by HUD which provides formula grants to states and localities to fund activities that build, buy, and/or rehabilitate affordable housing for rent or home ownership or provide direct rental assistance to low-income people.

**Homeless:** Unsheltered homeless are families and individuals whose primary nighttime residence is a public or private place not designed for, or ordinarily used as, regular sleeping accommodation for human beings (e.g., the street, sidewalks, cars, vacant and abandoned buildings). Sheltered

homeless are families and persons whose primary nighttime residence is a supervised publicly or privately operated shelter (e.g., emergency, transitional, battered women, and homeless youth shelters; and commercial hotels or motels used to house the homeless).

**Household:** The US Census Bureau defines a household as all persons living in a housing unit whether or not they are related. A single person living in an apartment as well as a family living in a house is considered a household. Household does not include individuals living in dormitories, prisons, convalescent homes, or other group quarters.

**Household Income:** The total income of all the persons living in a household. Household income is commonly grouped into income categories based upon household size, and income, relative to the regional median family income. The following categories are used in the Housing Element:

- *Extremely Low:* Households earning less than 30% of County median family income;
- *Very low:* Households earning less than 50% of County median family income;
- *Low:* Households earning 51% to 80% of the County median family income;
- *Moderate:* Households earning 81% to 120% of County median family income;
- *Above Moderate:* Households earning above 120% of County median family income

**Housing Problems:** Defined by HUD as a household which: (1) occupies a unit with physical defects (lacks complete kitchen or bathroom); (2) meets the definition of overcrowded; or (3) spends more than 30% of income on housing cost.

**Housing Subsidy:** Housing subsidies refer to government assistance aimed at reducing housing sales or rent prices to more affordable levels. Two general types of housing subsidy exist: 1) where a housing subsidy is linked to a particular house or apartment, the housing subsidy is “project” or “unit” based; or 2) In Section 8 rental assistance programs the subsidy is provided to the family (called “tenant-based”) who can then use the assistance to find suitable housing in the accommodations of their choice.

**Housing Unit:** A room or group of rooms used by one or more individuals living separately from others in the structure, with direct access to the outside or to a public hall and containing separate toilet and kitchen facilities.

**Inclusionary Unit.** An ownership or rental dwelling unit which is required to meet affordability criteria established by local ordinance.

**Large Household:** A household with 5 or more members.

**Manufactured Housing:** Housing that is constructed of manufactured components, assembled partly at the site rather than totally at the site. Also referred to as modular housing.

**Market-Rate Housing:** Housing which is available on the open market without any subsidy. The price for housing is determined by the market forces of supply and demand and varies by location.

**Median Income:** The annual income (adjusted for household size) within a region for which half of the households have incomes above the median and half have incomes below the median. The “Areawide Median Income” (AMI) is established annually by HUD and HCD for each county as the basis for affordable housing programs.

**Mobile Home:** A structure, transportable in one or more sections, which is at least 8 feet in width and 32 feet in length, is built on a permanent chassis and designed to be used as a dwelling unit when connected to the required utilities, either with or without a permanent foundation.

**Mortgage Revenue Bond (MRB):** A state, county or city program providing financing for the development of housing through the sale of tax-exempt bonds.

## Chapter 6. Glossary of Terms

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**Overcrowding:** As defined by the U.S. Census, a household with greater than 1.01 persons per room, excluding bathrooms, kitchens, hallways, and porches. Severe overcrowding is defined as households with greater than 1.51 persons per room.

**Overpayment:** The extent to which gross housing costs, including utility costs, exceed 30% of gross household income, based on data published by the U.S. Census Bureau. Severe overpayment, or cost burden, exists if gross housing costs exceed 50% of gross income.

**Parcel:** The basic unit of land entitlement. A designated area of land established by plat, subdivision, or otherwise legally defined and permitted to be used, or built upon.

**Public Housing:** A project-based low-rent housing program operated by independent local public housing authorities. A low-income family applies to the local public housing authority in the area in which they want to live.

**Regional Housing Needs Plan (RHNP):** The Regional Housing Needs Plan (RHNP) is based on State of California projections of population growth and housing unit demand and assigns a share of the region's future housing need to each jurisdiction in Kings County. These housing needs numbers serve as a basis for the update of the Housing Element.

**Rehabilitation:** The upgrading of a building previously in a dilapidated or substandard condition for human habitation or use.

**Section 8 Rental Voucher/Certificate Program:** A tenant-based rental assistance program that subsidizes a family's rent in a privately owned house or apartment. The program is administered by local public housing authorities. Assistance payments are based on 30% of household annual income. Households with incomes of 50% or below the area median income are eligible to participate in the program.

**Senior:** The Census Bureau defines a senior as a person who is 65 years or older. For persons of social security eligibility, a senior is defined as a person age 62 and older. Other age limits may be used for eligibility for housing assistance or retired communities.

**Service Needs:** The particular services required by special populations, typically including needs such as transportation, personal care, housekeeping, counseling, meals, case management, personal emergency response, and other services preventing premature institutionalization and assisting individuals to continue living independently.

**Small Household:** Pursuant to HUD definition, a small household consists of two to four non-elderly persons.

**Special Needs Groups:** Those segments of the population which have a more difficult time finding decent affordable housing due to special circumstances. Under California Housing Element statutes, these special needs groups consist of the elderly, people with disabilities, large families with five or more members, single-parent families with children, farmworkers and the homeless. A jurisdiction may also choose to consider additional special needs groups in the Housing Element, such as students, military households, other groups present in their community.

**Subdivision:** The division of a lot, tract or parcel of land in accordance with the Subdivision Map Act (California *Government Code* §66410, et seq.).

**Substandard Housing:** Housing which does not meet the minimum standards in the California Housing Code. Jurisdictions may adopt more stringent local definitions of substandard housing. Substandard units which are structurally sound and for which the cost of rehabilitation is economically warranted are considered suitable for rehabilitation. Substandard units which are structurally unsound and for which the cost of rehabilitation is considered infeasible are considered in need of replacement.

**Supportive Services:** Services provided to residents of supportive housing for the purpose of facilitating the independence of residents. Some examples are case management, medical or psychological counseling and supervision, child care, transportation, and job training.

**Tenant-Based Rental Assistance:** A form of rental assistance in which the assisted tenant may move from a dwelling unit with a right to continued assistance. The assistance is provided for the tenant, not for the project.

**Transitional Housing:** Transitional housing is temporary (often six months to two years) housing for a homeless individual or family who is transitioning to permanent housing. Transitional housing often includes a supportive services component (e.g., job skills training, rehabilitation counseling) to allow individuals to gain necessary life skills in support of independent living.

**U.S. Department of Housing and Urban Development (HUD):** The cabinet level department of the federal government responsible for housing, housing assistance, and urban development at the national level. Housing programs administered through HUD include Community Development Block Grant (CDBG), HOME and Section 8, among others.

**Zoning:** A land use regulatory measure enacted by local government. Zoning district regulations governing lot size, building bulk, placement, and other development standards vary from district to district, but must be uniform within the same district. Each city and county adopts a zoning ordinance specifying these regulations.

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# *Appendix A      Evaluation of the Prior Housing Element*

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Section 65588(a) of the *Government Code* requires that jurisdictions evaluate the effectiveness of the existing Housing Element, the appropriateness of goals, objectives and policies, and the progress in implementing programs for the previous planning period. This appendix contains a review each jurisdiction's housing goals, policies, and programs of the previous housing element, and evaluates the degree to which these programs have been implemented during the previous planning period. This analysis also includes an assessment of the appropriateness of goals, objectives and policies. The findings from this evaluation have been instrumental in crafting the 2016-2024 Housing Plan.

Tables A-1a through A-1e summarize the programs contained in the previous Housing Element along with the source of funding, program objectives, accomplishments, and implications for future policies and actions.

Table A-2 summarizes the goals and policies contained in the previous Housing Element along with an assessment of their appropriateness for the new planning period.

Tables A-3a through A-3e summarize new units built during the previous Housing Element period.

Table A-4 presents each jurisdiction's progress in meeting the quantified objectives from the previous Housing Element.

## Appendix A

**Table A-1d**  
**Housing Element Program Evaluation**  
**City of Lemoore**  
**2009-2014**

City of Lemoore	Responsible Agency	Funding Source	Program Objectives and Timeline	Accomplishments	Future Policies and Actions
<b>4.1. Code Enforcement</b> The City will continue to provide code enforcement services and refer property owners to City rehabilitation programs. Code enforcement is an important means to ensure that the character and quality of neighborhoods and housing is maintained. The City's Code Enforcement staff will work to enforce state and local regulations. In conjunction with code enforcement activities, City staff will provide information to homeowners regarding Lemoore's Exterior Home Improvement (Paint-Up/Fix-Up) Program and Housing Rehabilitation Program.	RDA Code Enforcement coordinated with Police, Business License, Planning, Building and Fire Departments	RDA, General Fund and grant funds	Continue to work with the community on code violations. Refer property owners to City programs for rehabilitation assistance. (Timeline: Ongoing)	The Police Dept. continued to provide code enforcement services in cooperation with the Planning and Fire Depts.	This program should be continued.
<b>4.2. Exterior Home Improvement (Paint-Up/Fix-Up) Program</b> The City offers the Exterior Home Improvement (Paint-Up/Fix-Up) Program that provides rehabilitation assistance for minor repairs for extremely-low, very-low-, low- and moderate-income households. The Program provides grants of up to \$8,000 to make exterior home repairs such as painting, minor roof work, carpentry, porch steps repair, concrete work for driveways, and front sidewalks.	RDA	RDA LMIH funds	Assist 10-15 households annually with grant amounts up to \$8,000. (Timeline: Ongoing)	During 2009-2011, 40 homes were assisted under this program. When the state eliminated redevelopment agencies, this program was discontinued.	This program is no longer active.
<b>4.3. Housing Rehabilitation Program</b> The City's Housing Rehabilitation Program would assist, as generally identified in the housing conditions survey, lower-income households with substantial home repairs or reconstruction. This program will only be implemented should HOME grant funds be awarded. In the past, loans of up to \$70,000 for rehabilitation and \$116,000 for home reconstruction were provided to qualified	RDA	HOME funds	Initiate program and assist households during the grant cycle based on available funding. (Timeline: As HOME funding is available)	This program became inactive due to lack of funding.	This program is no longer active due to lack of funding.

## Appendix A

City of Lemoore	Responsible Agency	Funding Source	Program Objectives and Timeline	Accomplishments	Future Policies and Actions
applicants. All loans were deferred for 50 years with a zero percent interest rate as long as the residence remained the owner's primary home.					
<b>4.4. Emergency Home Repair Program</b> The City initiated the Emergency Home Repair Program in 2006 to provide rehabilitation assistance for emergency health and safety repairs and accessibility improvements for the disabled and for extremely-low-, very-low-, and low-income households. The program provides grants of up to \$2,500 for home repairs to correct problems such as unsafe electrical, unsanitary plumbing, broken windows, doors and locks, non-working heating and cooling systems, wheelchair ramps, bathroom or kitchen modifications, etc.	RDA	RDA LMIH funds	Assist up to 10 households annually. (Timeline: Ongoing)	During 2009-2011, 9 homes were assisted under this program. When the state eliminated redevelopment agencies, this program was discontinued.	This program is no longer active.
<b>4.5. Do-it-Yourself and Senior House Painting Program</b> In 2007 the City initiated the Do-It-Yourself House Painting Program that pays for paint and materials needed for house painting. In addition, in 2008 the City partnered with West Hills Community College to implement a Senior House Painting Program for individuals 55 years or older and/or disabled persons to have their homes painted by students at no charge. Both programs are available to extremely-low-, very-low-, low- and moderate-income households.	RDA	RDA LMIH funds	Assist up to 20-30 households annually. (Timeline: Ongoing)	During 2009-2011, 11 homes were assisted under this program. When the state eliminated redevelopment agencies, this program was discontinued.	This program is no longer active.
<b>4.6. Preservation of At-Risk Affordable Housing</b> The City will continue to work with interested agencies and community organizations to preserve at-risk units by monitoring their status, providing technical and/or financial assistance in return for extended affordability controls, and ensuring proper tenant notification prior to project conversion. Lemoore has 13 assisted projects with 624 units of affordable	RDA	General Fund; various federal, state and local funding sources	Continue to monitor the status of publicly-assisted affordable units. The City will contact the property owners to determine their intentions, contact qualified nonprofits regarding potential opt-out projects, ensure that property owners comply with noticing requirements, support the	Affordability covenants on one at-risk project expired.	After the dissolution of the Redevelopment Agency, no funding is available to implement this program.

## Appendix A

City of Lemoore	Responsible Agency	Funding Source	Program Objectives and Timeline	Accomplishments	Future Policies and Actions
housing for extremely-low, very-low-, low-, and moderate-income households created through various City, state, and federal programs. One project in Lemoore is at risk of converting to market rents during the next 10 years – Lucerne Hotel which has 7 units with restrictions expiring in 2015. In addition, the Country Club Apartments tax credit funding restriction has already expired on 107 of their units; however, they have continued to restrict 55-units to low-income persons through another program.			acquisition of at-risk properties by nonprofits, and pursue grants to support the preservation of affordable at-risk housing. (Timeline: Ongoing)		
<b>4.7. Zoning for Adequate Sites</b> The City will facilitate the construction of new housing to accommodate projected employment and population growth and to meet the needs of residents. To that end, the Housing Element identifies adequate sites to accommodate the City's share of the Regional Housing Needs Allocation of 3,021 units (374 extremely-low-, 374 very-low, 534 low, 502 moderate, and 1,237 above-moderate) from January 1, 2007 to June 30, 2014. Adequate sites are those with sufficient development and density standards, water and sewer services, and adequate infrastructure. The City will continue the Zoning Code update process to bring the Code into conformance with the new General Plan, which was adopted in 2008. During the interim period until the Zoning Code update is completed, the General Plan is the controlling land use designation. In cases where an inconsistency between the new General Plan and zoning exists for a proposed development project, the City will process a zone change concurrently with other development applications (e.g., subdivision map) at no additional cost to the applicant, and the project must conform to the General Plan and the development standards for the new zoning designation. Any proposed	Planning Department	General Fund	Provide adequate sites to meet the housing needs allocation of 3,021 units. (Timeline: Zoning Code update during 2010-2011; Annual implementation progress reports; Continue to accommodate the City's housing needs through 2014)	The Zoning Code update was completed and the City continued to have adequate sites to accommodate the RHNA allocation.	This program should be revised to reflect prior accomplishments.

## Appendix A

City of Lemoore	Responsible Agency	Funding Source	Program Objectives and Timeline	Accomplishments	Future Policies and Actions
development that conforms to the old zoning but is inconsistent with the new General Plan designation would require a General Plan amendment. Mixed-use development represents one of the City's key land use strategies not only for meeting its housing needs, but also for achieving other planning objectives such as economic development, walkable communities, and reductions in vehicular trips and greenhouse gas emissions. The new Zoning Code will include regulations and incentives to implement the mixed-use policies contained in the Land Use Element of the General Plan, including incentives to encourage the inclusion of a residential component in projects located in mixed-use districts. Where necessary, the City will facilitate the subdivision of large parcels for development. The City will monitor and report annually on its progress toward these objectives.					
<b>4.8. Downtown Revitalization</b> As part of the City's 1992 Downtown Revitalization Plan, the City has been encouraging and facilitating the development and redevelopment of its downtown core. An important component of these efforts has been mixed residential-commercial uses in the C-C district. The City has converted two historic hotels in the downtown to provide low-income and senior housing above commercial uses. Such projects have assisted the City in meeting revitalization objectives, historic preservation, and the need for lower-income housing.	RDA	CDBG, RDA, and grants	Facilitate additional mixed use projects in the downtown as opportunities arise. (Timeline: Ongoing)	The City continued to encourage new development downtown, and in 2013 a CDBG Planning Technical Assistance grant application was submitted for a business incubator program to support downtown restaurants that use locally grown produce. The grant application was not approved.	This program should be continued.
<b>4.9. Density Bonus Program</b> In accordance with state density bonus law, Lemoore adopted a local ordinance in 1992 that provided incentives to encourage the development of affordable housing. The City has not yet completed its	Planning Department	General Fund	Update the City's density bonus ordinance in conformance with state law and continue to offer a density bonus and other incentives for qualified	The Density Bonus ordinance was updated in conformance with state law as part of the new Zoning Code. One density bonus project was approved during 2009-2014.	This program has been completed and is no longer necessary.

## Appendix A

City of Lemoore	Responsible Agency	Funding Source	Program Objectives and Timeline	Accomplishments	Future Policies and Actions
comprehensive update of the Zoning Code following adoption of the new General Plan in 2008. The Zoning Code update will include a revision to the City's density bonus regulations consistent with state law.			projects. (Timeline: Density bonus ordinance update by 2010)		
<b>4.10. Planned Unit Development (PUD)</b> The City implements a PUD overlay zone to provide flexibility in setback requirements and other regulations, increase residential densities in certain areas through techniques such as clustering, provide flexible site requirements, and stimulate creative, flexible and more affordable development. A PUD Livable Neighborhood booklet has been prepared and is available to interested developers at the Planning Department counter.	Planning Department	General Fund	Continue to promote the benefits of PUD alternatives to traditional development. (Timeline: Ongoing)	The City continued to offer PUD zoning.	This program should be continued.
<b>4.11. First Time Homebuyer Programs</b> The City offers first-time home ownership assistance to very-low-, low- and moderate-income homebuyers through two <i>First Time Homebuyer Programs</i> . One program offers assistance as a deferred second mortgage loan of up to \$30,000, and the other up to \$100,000 for down payment and closing cost assistance. Assistance under these programs may include foreclosed properties. Buyers must provide a \$1,000 down payment, qualify with a primary lender and comply with their requirements.	RDA	RDA LIMH and HOME funds	Assist 20 households annually. (Timeline: Ongoing)	Approximately 34 households were assisted through this program during 2009-2014. With the dissolution of the RDA, available funding has been reduced.	This program should be revised to reflect the dissolution of the RDA.
<b>4.12. Infill Housing Program</b> This program was initiated in 2008-09 for the purpose of constructing affordable housing in predominately developed neighborhoods for sale to low- and moderate-income families. Initially, the Redevelopment Agency had contracted to have new homes built on vacant lots, which were then sold to qualifying households at affordable prices. This program may be expanded to identify vacant lots or severely dilapidated houses in the City's core area, purchase them and build homes on them for	RDA	RDA LIMH funds	Assist 1 to 2 households annually. (Timeline: Ongoing)	2 homes were assisted under this program prior to the state dissolution of redevelopment agencies. This program has been discontinued due to the loss of RDA funding.	This program is no longer active.

## Appendix A

City of Lemoore	Responsible Agency	Funding Source	Program Objectives and Timeline	Accomplishments	Future Policies and Actions
low/moderate-income families.					
<b>4.13. Section 8 Rental Assistance</b> Administered by the Kings County Housing Authority, Lemoore will continue to participate in the Section 8 rental assistance program. This program extends rental subsidies to extremely-low- and very-low-income households that spend more than 30% of their income on rent. The rent subsidy is the difference between 30% of monthly income and allowable rent determined by HUD.	RDA and Kings County Housing Authority	HUD	Assist the Housing Authority in promoting the Section 8 program. (Timeline: Ongoing)	The City continued to assist the Housing Authority in publicizing this program.	This program should be continued.
<b>4.14. Affordable Housing Project Assistance</b> The RDA considers assisting specific affordable housing projects separate and apart from its regular programs. In the past, this has included assistance for multi-family or single-family subdivision projects. The RDA recently awarded \$1.2 million to one multi-family project and has earmarked funds for two affordable housing projects in this planning period - \$850,000 remaining for Oleander Terrace and \$1,650,000 for Village at Acacia.	RDA	RDA and other funds	Assist affordable housing projects on a case-by-case basis, including priority for extremely-low-income units where feasible. (Timeline: As funding becomes available)	The RDA provided funding to affordable housing projects prior to statewide dissolution of redevelopment agencies. Since then, assistance has been limited to density bonus incentives and administrative assistance.	This program should be revised to reflect the elimination of the RDA.
<b>4.15. Senior and Special Needs Housing</b> The City supports development of affordable housing for special needs households, including elderly and disabled. The City has been supportive of special needs housing including affordable senior housing development, housing rehabilitation programs, and development of second units, all of which serve the needs of very-low- and extremely-low-income households. The City also supported the conversion of the Antlers Hotel into senior housing. The City will pursue the development of senior housing, special needs housing, and/or a senior assisted living facility in the Lemoore Market Area.	RDA	RDA, CDBG, state and federal funds	Continue to support the development of senior/disabled/assisted living housing (Timeline: Ongoing)	The RDA provided funding to senior housing projects prior to statewide dissolution of redevelopment agencies. Since then, assistance has been limited to density bonus incentives and administrative assistance.	This program should be revised to reflect changed circumstances.
<b>4.16. Emergency Shelters and Transitional/Supportive Housing</b>	Planning Department	General Fund	Amend Zoning Code to permit emergency shelters	Zoning Code regulations for emergency shelters and	This program should be revised to reflect prior

## Appendix A

City of Lemoore	Responsible Agency	Funding Source	Program Objectives and Timeline	Accomplishments	Future Policies and Actions
State law requires jurisdictions to provide adequate sites for a variety of housing types including emergency shelters and transitional/supportive housing. This type of housing is particularly important in addressing the needs of very-low- and extremely-low-income persons. The Zoning Code will be amended to allow emergency shelters by-right in the RSC (Recreation, School and Conservation) zone subject to objective development standards. The RSC zone encompasses 730 acres, has the capacity for at least one shelter, and provides access to transit and other services used by homeless persons. In addition, the Code amendment will clarify that transitional and supportive housing is a residential use subject only to the same requirements as other residential uses of the same type in the same zone.			by-right in the RSC zone subject to objective development standards and clarify that transitional and supportive housing are residential uses subject only to the same requirements as other residential uses of the same type in the same zone. (Timeline: Amend Zoning Code within one year of Housing Element adoption)	transitional/supportive housing were amended pursuant to state law. Minor revisions are required to ensure that City regulations conform to current law.	accomplishments.
<b>4.17. Employee and Farmworker Housing</b> As the second most urbanized city in Kings County, Lemoore has few resident farmworkers, no farmland within its boundaries and no agricultural zoning. As a result, Lemoore is not directly affected by the provisions of <i>Health and Safety Code</i> §17021.5 and §17021.6. The City's Zoning Code does not explicitly allow farmworker housing. However, in the past decade Lemoore worked with Self-Help Enterprises to create 36 affordable single-family units by providing land and home ownership assistance while families provided "sweat equity" towards constructing their homes. Occupants were primarily very-low-income farmworker families. In addition, the RDA has recently purchased land for an affordable multi-family complex, Oleander Terrace, that will provide 39 units for farmworker housing.	Planning Department and RDA	RDA LMIH funds and General Fund	1. Assist interested affordable housing developers by identifying sites and supporting funding applications for farmworker housing, and 2. Provide, to the extent feasible, regulatory incentives to encourage the construction of farmworker housing (Timeline: ongoing)	Zoning Code regulations for employee housing were amended pursuant to state law. Minor revisions are required to ensure that City regulations conform to current law.	This program should be revised to reflect prior accomplishments.
<b>4.18. Housing for Persons with Disabilities and Special Needs</b>	Planning Department	General Fund	Amend the Zoning Ordinance to remove	Zoning regulations for care facilities and SROs were amended in	This program should be revised to reflect prior



## Appendix A

City of Lemoore	Responsible Agency	Funding Source	Program Objectives and Timeline	Accomplishments	Future Policies and Actions
<p>State law requires jurisdictions to analyze and remove potential constraints to housing for persons with disabilities, who often have very-low or extremely-low incomes. As part of this Housing Element update the City conducted an analysis of its zoning and land use processes, permit processing procedures, and building codes to identify impediments. In order to comply with state requirements and reduce potential constraints, the City will amend the Zoning Code in the following areas:</p> <ol style="list-style-type: none"> <li>1. Licensed community care facilities serving 6 or fewer persons, excluding staff, will be included as a permitted use by-right in any residential district;</li> <li>2. Large community care facilities serving more than 6 persons will be identified as a conditional use in appropriate district(s);</li> <li>3. A reasonable accommodation ordinance establishing administrative procedures for reviewing and approving modifications to land use and building regulations that are reasonably necessary to ensure accessibility and use by persons with disabilities.</li> <li>4. A definition and development standards for Single Room Occupancy (SRO) units will be added to the Zoning Code.</li> <li>5. A definition of “family” will be added in conformance with current law.</li> </ol>			<p>potential constraints on community care facilities, housing for persons with disabilities, SROs, and amend the definition of “family” consistent with current law. (Timeline: Amend Zoning Code by 2010)</p>	<p>conformance with state law. A follow-up amendment is needed to allow small residential care facilities in the AR and DMX-1 zones and establish a definition of “family.”</p>	<p>accomplishments</p>
<p><b>4.19. Promote Equal Housing Opportunities</b></p> <p>The City provides information on fair housing laws, landlord/tenant rights and responsibilities and refers complaints of housing discrimination to the U.S. Department of Housing and Urban Development (HUD), the Department of Fair Housing, and Tulare/Kings Legal Aid. Information on housing discrimination is</p>	RDA	General Fund	<p>Lemoore will coordinate with Kings County to select a local fair housing agency to provide landlord/tenant mediation, fair housing investigations, and testing. The City will develop a fair housing brochure in Spanish and English or acquire one from a local fair housing</p>	<p>The City refers residents seeking fair housing information to the Department of Fair Employment and Housing (Fresno) and Central California Legal Services (Fresno or Visalia). Fair housing brochures are available in City Hall and on the City website.</p>	<p>This program should be revised to reflect prior accomplishments.</p>

## Appendix A

City of Lemoore	Responsible Agency	Funding Source	Program Objectives and Timeline	Accomplishments	Future Policies and Actions
available at City Hall and flyers on fair housing are distributed to participants in the City's First Time Homebuyer Program. HUD's address and toll-free number are provided on the flyer. However, since the closest HUD representative is located in San Francisco, it is an inconvenient distance for Lemoore residents to receive fair housing counseling. A fair housing service organization in the Central Valley would provide more direct services.			provider. To broadly disseminate fair housing information, the City will make the brochure available at City Hall and on the City website. (Timeline: Select a local provider by 2010.)		

## Appendix A

**Table A-2**  
**Appropriateness of 2003 Housing Element Goals and Policies**  
**Kings County and the Cities of Avenal, Corcoran, Hanford and Lemoore**

Goal	Policy	Appropriateness
<i>Housing and Neighborhood Conservation</i>		
<b>GOAL 1</b>	<b>Improve and maintain the quality of housing and residential neighborhoods.</b>	Appropriate - continue
	<b>Policy 1.1.</b> <i>Promote and improve the quality of residential properties by ensuring compliance with housing and property maintenance standards.</i>	Appropriate - continue
	<b>Policy 1.2.</b> <i>Assist in the repair, rehabilitation, and improvement of residential structures; demolish structures which are dilapidated and beyond repair.</i>	Appropriate - continue
	<b>Policy 1.3.</b> <i>Invest in infrastructure and public facilities to ensure that adequate water, sewer, roads, parks, and other needed services are in place to serve future and present residential developments.</i>	Appropriate - continue
	<b>Policy 1.4.</b> <i>Preserve assisted rental housing for long-term occupancy by low- and moderate-income households.</i>	Appropriate - continue
<i>Housing Production</i>		
<b>GOAL 2.</b>	<b>Facilitate and encourage the provision of a range of housing types and prices to meet the diverse needs of residents.</b>	Appropriate - continue
	<b>Policy 2.1.</b> <i>Provide adequate sites for housing through appropriate land use, zoning and development standards to accommodate the regional housing needs goals for 2003-2008.</i>	Appropriate – continue but update for the 2009-2014 planning period
	<b>Policy 2.2.</b> <i>Work collaboratively with nonprofit and for-profit developers to seek state and federal grants to support the production of affordable housing.</i>	Appropriate - continue
	<b>Policy 2.3.</b> <i>Ensure the adequate provision of water, sewer, roads, public facilities, and other infrastructure necessary to serve new housing.</i>	Appropriate - continue
	<b>Policy 2.4.</b> <i>Support the construction of high quality single- and multi-family housing which is well designed and energy efficient.</i>	Appropriate - continue
<i>Housing Constraints</i>		
<b>GOAL 3.</b>	<b>Remove or mitigate, to the extent feasible and appropriate, potential governmental constraints to the production, maintenance, improvement and affordability of housing.</b>	Appropriate - continue
	<b>Policy 3.1.</b> <i>Offer regulatory and/or financial incentives, as available and appropriate, to encourage the construction of quality housing.</i>	Appropriate - continue
	<b>Policy 3.2.</b> <i>Periodically review local ordinances and building regulations to ensure that they do not unduly impede housing investment.</i>	Appropriate - continue

## Appendix A

Goal	Policy	Appropriateness
	<b>Policy 3.3.</b> <i>Utilize planned developments and other creative mechanisms to facilitate the construction of more creative, well-designed, housing projects.</i>	Appropriate - continue
	<b>Policy 3.4.</b> <i>Ensure that developments are processed efficiently to minimize holding costs and comply with the Permit Streamlining Act.</i>	Appropriate - continue
<b>Housing Assistance</b>		
<b>GOAL 4. Provide housing assistance to very low-, low-, and moderate income households and those with special housing needs.</b>		Appropriate - continue
	<b>Policy 4.1.</b> <i>Support the provision of rental assistance to provide affordable housing options for very-low- and low-income households.</i>	Appropriate - continue
	<b>Policy 4.2.</b> <i>Participate in efforts to expand homeownership opportunities to lower- and moderate-income households through downpayment assistance and other homeownership programs.</i>	Appropriate - continue
	<b>Policy 4.3.</b> <i>Support the provision of housing suitable for special needs groups, including seniors, people with disabilities, homeless people, military personnel, large household, single-parent families, and farm workers.</i>	Appropriate - continue
	<b>Policy 4.4.</b> <i>Develop and maintain collaborative efforts among nonprofits, for-profit developers, and public agencies to encourage the development, maintenance, and improvement of housing.</i>	Appropriate - continue
<b>Fair and Equal Housing Opportunities</b>		
<b>GOAL 5. Further equal housing opportunities for persons, regardless of status.</b>		Appropriate - continue
	<b>Policy 5.1.</b> <i>Support enforcement of fair housing laws prohibiting arbitrary discrimination in the development, financing, rental, or sale of housing.</i>	Appropriate - continue
	<b>Policy 5.2.</b> <i>Periodically review City ordinances and development regulations and modify, as necessary, to accommodate housing for disabled persons.</i>	Appropriate - continue

## Appendix A

**Table A-3d  
Residential Development Summary  
City of Lemoore  
2009-2015**

Project/ Type	General Plan/ Zoning	Density (du/ac)	2009-2013					Total	2014-2015*					Total
			EL	VL	Low	Mod	Upper		EL	VL	Low	Mod	Upper	
<b>Single-family detached</b>					23	108	36	167						
<b>Multi-family apartments</b>														
Cinnamon Villas-Phase 1**	Low-Med. Density Res./ RMD		6	33	40	1		80						
Cinnamon Villas-Phase 2**	Low-Med. Density Res./ RLMD	15.1							3	10	14	1		28
The Grove	Prof. Office/ RMD	16.7										184		184
<b>Totals</b>			<b>6</b>	<b>33</b>	<b>63</b>	<b>109</b>	<b>36</b>	<b>247</b>	<b>3</b>	<b>10</b>	<b>14</b>	<b>185</b>		<b>212</b>

\* Units completed after January 1, 2014 are credited toward the RHNA. Income categories are estimated based on sales prices or rents (see Table 2-21) but only deed-restricted units are counted toward the RHNA

\*\* Deed-restricted

## Appendix A

**Table A-4**  
**Progress in Achieving Quantified Objectives 2009-2014**

Program Category	Avenal		Corcoran		Hanford		Lemoore		Kings County	
	Objective	Progress	Objective	Progress	Objective	Progress	Objective	Progress	Objective	Progress
New Construction										
Extremely Low	40		40		140		374	6	68	
Very Low	40	40	40	17	1,306		374	33	69	20
Low	126	17	160	52	1,015		534	91	193	7
Moderate	214	7	295	5	938		502	293	316	30
Above Moderate	291		370		2,359		1,237	36	448	53
Rehabilitation										
Extremely Low	5	1	10	5	20		12		12	6
Very Low	5	7	20	8	80		13	65	13	14
Low	10	3	45	8	100		25		25	10
Moderate	0		0		0		25		0	0
Above Moderate	0		0		0		0		0	0
Conservation										
Extremely Low										
Very Low										
Low	317	317	593	593	718	718	624	617	197	197
Moderate										
Above Moderate	0		0		0		0		0	

## Appendix A

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# Appendix B Land Inventory

## 1. Methodology and Assumptions

State law requires each jurisdiction to include in the Housing Element an inventory of vacant parcels having the potential for residential development, or “underutilized” parcels with potential for additional development. The purpose of this inventory is to evaluate whether there is sufficient capacity, based on the General Plan, zoning, development standards, and infrastructure, to accommodate the jurisdiction’s fair share of regional growth needs as identified in the Regional Housing Needs Assessment (RHNA).

The detailed methodology and assumptions for the residential land inventory presented in Chapter 3 are provided below and summarized in Tables B-1a through B-1e.

### Affordability Assumptions

In general, there are three alternative ways for determining the affordability level of new housing units.

1. **Affordability Covenants.** The most definitive method is through required affordability covenants (i.e., requirements imposed upon or agreed to by the project sponsor) that establish income limits for purchasers or tenants. Such covenants are legally enforceable and binding upon the property owner for a specified time period.
2. **Market Prices or Rents.** When covenants are not in place, affordability levels for newly built units are based on actual prices or rents. Summarized below are 2015 affordability levels along with the monthly rental costs or estimated sales prices that correspond with each level.

2015 County Median Income = \$57,900	Income Limits	Affordable Rent	Affordable Price (est.)
Extremely Low (<30%)	\$24,250	\$606	\$110,000
Very Low (31-50%)	\$28,950	\$724	\$130,000
Low (51-80%)	\$46,300	\$1,158	\$210,000
Moderate (81-120%)	\$69,500	\$1,738	\$315,000
Above moderate (120%+)	>\$69,500	>\$1,738	>\$315,000

- a. **Home Prices.** Like most areas of the San Joaquin Valley, new home prices are generally affordable to moderate-income households. A survey of recent new home sales found that nearly all projects were priced within the moderate-income category of \$210,000 to \$315,000. Some new single-family homes on standard-sized lots sold within the low-income price range.

For purposes of the land inventory analysis, large lots of one-half acre or more were allocated to the above-moderate category in all jurisdictions.

In **Avenal**, all standard-sized lots were allocated to the moderate-income category. As noted in Chapter 2, all single-family homes sales and listings in Avenal, both new and resale, were priced within the low- or moderate-income categories during 2015.

In **Corcoran**, all standard-sized infill lots were allocated to the moderate-income category while large parcels suitable for standard-lot subdivisions were allocated 50%



moderate and 50% above-moderate. As noted in Chapter 2, all single-family homes sales and listings in Corcoran, both new and resale, were priced within the low- or moderate-income categories during 2015. Half of the sites zoned for single-family subdivisions were allocated upward to the above-moderate category in order to accommodate the City's RHNA allocation.

In **Hanford**, Very Low Density single-family sites were allocated to the above-moderate category, while Low Density single-family sites were evenly distributed between the moderate and above-moderate categories. As shown in Chapter 2, most of Hanford's newer home listings were priced in the moderate category. Most new single-family subdivisions offered homes in the moderate category at the time of the survey. Sites in the Medium designation allow small-lot subdivisions, PUDs and attached product types at up to 15 units/acre. Parcels larger than one acre were equally divided between the low and moderate income categories while smaller parcels were assigned to the moderate category.

In **Lemoore**, Agricultural-Rural and Very Low Density Residential sites were allocated to the above-moderate category. Low Density single-family sites were allocated 50% moderate and 50% above-moderate. As shown in Chapter 2, most recent home sales (both new and resale) were priced in the moderate category. Sites in the Low-Medium designation allow small-lot subdivisions and attached product types and were allocated to the moderate category.

In **unincorporated Kings County**, the Very Low Density and Low Density Residential sites allow large lots (1/2 acre or more) and were allocated to the above-moderate category. The Low Medium sites allow standard size lots and were allocated to the moderate category.

**Mobile homes** are an affordable option for lower-income households. As noted in Chapter 2, new mobile homes are available at prices ranging from \$24,000 to \$72,000. These prices are within the lower-income affordability range, including the price of a single-family lot.

- b. Apartment Rents. As with single-family homes, apartment rents are very affordable in Kings County. Nearly all newer market-rate apartments surveyed, including larger projects as well as small duplex/triplex projects, had rents within the low-income category (i.e., less than \$1,158 per month), and some apartments were renting at the very-low-income affordability level (i.e., less than \$724 per month). Many projects built by non-profit organizations using assistance such as Low-Income Housing Tax Credits include apartments affordable to extremely-low- and very-low-income households. Therefore, vacant sites in all jurisdictions designated for multi-family or mixed-use development at densities greater than 15 units/acre were allocated to the lower-income category. In Hanford, sites in the RM-3 zone (up to 15 units/acre) were conservatively divided between the low and moderate categories, with sites larger than one acre equally divided between low and moderate categories and smaller sites assigned to the moderate category. In unincorporated Kings County, RM-3 sites (up to 11 units/acre) were conservatively assigned to the moderate category.
3. Density and Affordability. For potential new units in a jurisdiction's land inventory, state law establishes that affordability assumptions may be based on density. The "default" density for jurisdictions in Kings County is 20 units per acre. This means that if the General Plan and zoning allow development at 20 units per acre or greater, these sites are assumed to be suitable for

lower-income housing. State law also allows jurisdictions to establish an alternative to the default density if local market conditions and experience support a different density assumption for affordability.

As discussed in Chapter 4, all of the jurisdictions in Kings County allow multi-family development at densities greater than 20 units/acre, excluding density bonus, in at least one multi-family zone. In addition to multi-family zones, all jurisdictions allow multi-family or mixed-use development in at least one non-residential zone. However, most new multi-family developments in Kings County – including affordable projects by non-profit developers – are built at densities significantly lower than the “default” density. Conversations with non-profits confirmed that densities in the range of 11-13 units/acre are typical and sufficient to make such projects feasible. This density range allows one-and two-story projects with large units (3-4 bedrooms) as well as spacious community facilities such as play areas for children. Developers indicated that they rarely request a density bonus, but may take advantage of other concessions such as modifications to development standards such as setbacks.

Hanford and Lemoore generally have the highest home prices and rents among the five jurisdictions. As an example of market conditions, a new market-rate high-end apartment development (The Grove) was recently built in Lemoore at a density of 16.7 units/acre with rents at the upper end of the low-income affordability category. The maximum density under zoning regulations applicable to that project was 17 units/acre, but the applicant chose not to seek the maximum density. Cinnamon Villas, a recent deed-restricted affordable project in Lemoore, is located in the Low-Medium Density (RLMD) zone which has a maximum density of 14.5 units/acre. The project requested and was granted a density bonus to allow 15 units/acre although a density of 20 units/acre was allowed under density bonus law. In Hanford, a recent affordable tax credit project (Tierra Vista) was built at a density of 15.1 units/acre even though the project was eligible for a density bonus of up to 20 units/acre. These projects demonstrate that affordable housing is feasible at densities less than 20 units/acre in all jurisdictions in Kings County.

### **Realistic Capacity**

In order to determine the realistic capacity of vacant sites, the potential yield for each parcel was estimated based on previous experience of recent projects rather than the maximum allowable density for the zone. In addition, site constraints such as flood hazard zones and airport approach and departure patterns were considered and potential yield was reduced where these constraints would be expected to prevent full utilization of the parcel. These constraints are noted in Tables B-1a through B-1e.

## **2. Units Built or Approved 2014-2015**

Tables A-3a through A-3e in Appendix A summarize new residential units built or approved during 2009-2014. Under State law, new housing units completed after January 1, 2014 are credited in the new planning period. These units have been assigned to income categories based on affordability covenants or market prices/rents and are summarized in Table B-1.

## **3. Vacant or Underutilized Land**

Tables B-2a through B-2e contain a parcel-level inventory of sites with potential for residential development in each jurisdiction during the current planning period. As noted above, the capacity of each site has been estimated based on realistic assumptions, recent development trends and any existing site constraints that could prevent the site from being developed to its full potential.

## Appendix B

### 4. Capacity to Accommodate the RHNA

Based on the assumptions described above and the inventory of sites shown in Tables B-2a through B-2e, the realistic development capacity has been estimated for each jurisdiction and is summarized in Table B-1 below. This table demonstrates that each jurisdiction has adequate capacity to accommodate its RHNA allocation for the planning period.

**Table B-1: Land Inventory Summary**

Jurisdiction	Income Category				Total
	EL/VL	Low	Mod	Above Mod	
<b>Avenal</b>					
RHNA (Table 2-34)	145	108	115	271	639
Units completed or permitted (Table A-3a)*	40	-	4		44
Net Remaining RHNA	213		111	271	595
Housing sites (Table B-2a)	580		2,145	2,049	4,774
Adequate Capacity?	Yes		Yes	Yes	Yes
<b>Corcoran</b>					
RHNA (Table 2-34)	215	161	169	401	946
Units completed or permitted (Table A-3b)*					
Net Remaining RHNA	376		169	401	946
Housing sites (Table B-2b)	398		1,119	1,000	2,675
Adequate Capacity?	Yes		Yes	Yes	Yes
<b>Hanford</b>					
RHNA (Table 2-34)	1,097	821	865	2,049	4,832
Units completed or permitted (Table A-3c)*	9	1	63	64	137
Net Remaining RHNA	1,908		802	1,985	4,695
Housing sites (Table B-2c)	2,067		3,394	41	5,502
Adequate Capacity?	Yes		Yes	Yes	Yes
<b>Lemoore</b>					
RHNA (Table 2-34)	677	507	534	1,267	2,985
Units completed or permitted (Table A-3d)*	13	14	185	-	212
Net Remaining RHNA	1,157		350	1,267	2,773
Housing sites (Table B-2d)	1,523		1,181	1,121	3,825
Adequate Capacity?	Yes		Yes	Yes	Yes
<b>Kings County Unincorporated</b>					
RHNA (Table 2-34)	186	138	147	347	818
Units completed or permitted (Table A-3e)*	9		22	13	44
Net Remaining RHNA	315		131	334	774
Housing sites (Table B-2e)	341		845	906	2,092
Adequate Capacity?	Yes		Yes	Yes	Yes

Notes:

\*Only deed-restricted units have been counted toward the lower-income RHNA.

### Avenal Sites Inventory

Avenal has approximately 600 acres of vacant land zoned for single-family housing with a realistic capacity of approximately 4,200 units. This potential inventory is equally divided between the Moderate

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and Above Moderate categories. Vacant sites zoned for multi-family development total approximately 47 acres and have a realistic capacity of about 650 units. Allowable density is 29 units/acre although the inventory assumes only 14 units/acre for multi-family sites based on recent projects. This inventory exceeds the RHNA allocation in all income categories.

### Corcoran Sites Inventory

Corcoran has approximately 454 acres of vacant land zoned for low-density and very-low-density single-family housing with a realistic capacity of approximately 2,200 units. This potential inventory is equally divided between the Moderate and Above Moderate categories. Sites zoned for multi-family development total approximately 29 acres and have a realistic capacity of about 370 units. Allowable density for multi-family sites ranges from 15 to 29 units/acre. In addition, vacant sites in the Downtown Commercial and Professional Office zones allowing high-density residential development have a realistic capacity of over 100 units. Most of the sites allowing multi-family development are vacant, although a few sites have existing structures but are underutilized. Multi-family sites with allowable densities of 17.5 units/acre or more were assigned to the lower-income category while multi-family sites of one acre or more with an allowable density of 14.5 units/acre were divided equally between the lower and moderate categories. Multi-family sites smaller than one acre and an allowable density of 14.5 units/acre were assigned to the moderate-income category.

One significant underutilized site in Corcoran (see photos below) near the northwest corner of Orange and Otis represents a redevelopment opportunity. The possible redevelopment project includes four lots, two of which are in common ownership totaling 1.93 acres. One lot, in separate ownership, is 0.42 acre and is currently vacant; while a fourth lot is 1.5 acres. The developed lots all contain substandard housing. It is believed that the property was once a farm worker housing camp that has been converted to rental units. APN 034-050-025 (0.20 acre) contains a 2-bedroom/1-bath unit of 644 square feet, built in 1920. APN 034-050-026 (1.73 acres) contain seven units, which includes the main house with 3 bedrooms, 2 bathrooms and approximately 1200 square feet and six additional units. Of the six units, three are vacant and boarded up and the other three single-room units are occupied. APN 034-050-018 (1.50 acres) also contains six units all built around 1949. Two of the units are 2-bedroom/2-bath, three units are 2-bedroom/1-bath, and one unit is a 1-bedroom/1-bath. All of these units are occupied and all appear to be substandard except one unit which was recently remodeled. The property is zoned RM-2 (low density multi-family) which allows 21.7 units/acre and is bordered by light industrial zone to the north, neighborhood commercial to the east and single-family residential to the south and west. The City will encourage the redevelopment of this site through the actions described in Program 2.7 of the Housing Plan (Chapter 5).



### Hanford Sites Inventory

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Hanford has over 380 acres of vacant land zoned for low-density and very-low-density single-family housing with a realistic capacity of approximately 2,500 moderate- and above-moderate-income units. Vacant sites zoned for multi-family development total over 200 acres and have a realistic capacity of about 2,700 units. Allowable density for multi-family sites ranges from 15 to 22 units/acre. In addition, vacant sites in the Downtown East Precise Plan and Office-Residential zones allowing residential development at up to 22 units/acre have a realistic capacity of over 300 units.

Although market-rate multi-family development at a density of 15 units/acre is feasible at rents affordable to lower-income households, the vacant land inventory for the RM-3 zone conservatively assigns all potential units on lots smaller than one acre to the moderate-income category and equally divides potential units on lots greater than one acre between the lower and moderate income categories.

### **Lemoore Sites Inventory**

Lemoore has approximately 442 acres of vacant land zoned for medium-low-density, low-density and very-low-density single- and multi-family housing with a realistic capacity of approximately 2,300 units. This potential inventory is divided between the Moderate and Above Moderate categories. Vacant sites zoned for multi-family residential use total about 55 acres and have a realistic capacity of about 762 lower-income units.

The General Plan and zoning regulations also designate five Mixed Use districts where retail, residential, office, business and personal services, public, and institutional uses are clustered in neighborhood-oriented centers in a variety of mixed use configurations, such as ground floor commercial with residential or office uses above, or collocation of buildings with different single uses in a contiguous area. Three-story buildings and densities of 20 units/acre are permitted. Density transfers are also allowed within centers. Typical densities of 9 units/acre are assumed in the General Plan. The land inventory includes vacant sites totaling approximately 80 acres with an estimated capacity of about 700 lower-income units.

High-density housing is also permitted in the downtown area. The downtown has three zoning districts (DMX-1, DMX-2 and DMX-3) that utilize form-based principles. The highest intensity is allowed in the DMX-1 area, which has a 40-foot height limit. The DMX-2 zone allows buildings up to 25 in height. Densities in the range of 20 units/acre are possible in the DMX districts, although the General Plan assumes a typical density of 14 units/acre. Vacant DMX sites total about 4 acres with an estimated realistic capacity of 48 lower-income units.

### **Kings County Unincorporated Area Sites Inventory**

The County unincorporated area has approximately 440 acres of vacant land zoned for low-density and very-low-density single-family housing with a realistic capacity of approximately 1,400 units. Standard-sized single-family lots (R-1-6 and R-1-8) are equally divided between the Moderate and Above Moderate categories while larger lots are assigned to the Above Moderate category. Vacant sites zoned for high-density and very-high-density multi-family residential use total about 22 acres and have a realistic capacity of about 341 lower-income units.

## Appendix B

**Table B-2d: Residential Land Inventory - City of Lemoore**

APN	General Plan / Zoning Designation	Lot size (s.f.)	Acreage	Max Density (units/acre)	Realistic Density (units/acre)	Potential Units			Total
						Lower Income	Moderate Income	Above Moderate Income	
023-020-064-000	Medium Density Multi-Family / RMD	128189.84	2.94	17.4	14	41	-	-	41
023-020-065-000	Medium Density Multi-Family / RMD	88691.33	2.04	17.4	14	28	-	-	28
023-020-066-000	Medium Density Multi-Family / RMD	33227.95	0.76	17.4	14	10	-	-	10
023-020-067-000	Medium Density Multi-Family / RMD	28983.44	0.67	17.4	14	9	-	-	9
023-020-068-000	Medium Density Multi-Family / RMD	30149.86	0.69	17.4	14	9	-	-	9
023-020-090-000	Medium Density Multi-Family / RMD	23957.03	0.55	17.4	14	7	-	-	7
023-020-091-000	Medium Density Multi-Family / RMD	16733.19	0.38	17.4	14	5	-	-	5
023-020-092-000	Medium Density Multi-Family / RMD	16443.23	0.38	17.4	14	5	-	-	5
023-150-020-000	Medium Density Multi-Family / RMD	20461.80	0.47	17.4	14	6	-	-	6
023-150-021-000	Medium Density Multi-Family / RMD	252669.74	5.80	17.4	14	81	-	-	81
023-150-023-000	Medium Density Multi-Family / RMD	18583.05	0.43	17.4	14	5	-	-	5
023-170-010-000	Medium Density Multi-Family / RMD	93519.72	2.15	17.4	14	30	-	-	30
023-170-015-000	Medium Density Multi-Family / RMD	47434.89	1.09	17.4	14	15	-	-	15
023-420-020-000	Medium Density Multi-Family / RMD	218024.22	5.01	17.4	14	70	-	-	70
023-450-007-000	Medium Density Multi-Family / RMD	54058.99	1.24	17.4	14	17	-	-	17
023-460-013-000	Medium Density Multi-Family / RMD	485356.36	11.14	17.4	14	155	-	-	155
023-480-026-000	Medium Density Multi-Family / RMD	131529.86	3.02	17.4	14	42	-	-	42
023-510-002-000	Medium Density Multi-Family / RMD	73221.72	1.68	17.4	14	23	-	-	23
023-510-019-000	Medium Density Multi-Family / RMD	58016.04	1.33	17.4	14	18	-	-	18
023-510-041-000	Medium Density Multi-Family / RMD	385255.21	8.84	17.4	14	123	-	-	123
023-510-042-000	Medium Density Multi-Family / RMD	197298.42	4.53	17.4	14	63	-	-	63
<b>Subtotals</b>			<b>55.14</b>			<b>762</b>	<b>-</b>	<b>-</b>	<b>762</b>
020-011-001-000	Low Medium Density / RLMD	13331.36	0.31	12	9	-	1	1	2
020-012-001-000	Low Medium Density / RLMD	3423.78	0.08	12	9	-	1	-	1
020-012-004-000	Low Medium Density / RLMD	7838.60	0.18	12	9	-	1	-	1
020-012-009-000	Low Medium Density / RLMD	15720.04	0.36	12	9	-	1	1	2
020-013-010-000	Low Medium Density / RLMD	3749.29	0.09	12	9	-	1	-	1
020-013-013-000	Low Medium Density / RLMD	7498.11	0.17	12	9	-	1	-	1
020-022-004-000	Low Medium Density / RLMD	5146.59	0.12	12	9	-	1	-	1
020-022-007-000	Low Medium Density / RLMD	2349.22	0.05	12	9	-	1	-	1
020-031-030-000	Low Medium Density / RLMD	62522.10	1.44	12	9	-	6	6	12
021-100-061-000	Low Medium Density / RLMD	16085.49	0.37	12	9	-	1	1	2

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**Table B-2d: Residential Land Inventory - City of Lemoore**

APN	General Plan / Zoning Designation	Lot size (s.f.)	Acreage	Max Density (units/acre)	Realistic Density (units/acre)	Potential Units			Total
						Lower Income	Moderate Income	Above Moderate Income	
021-100-062-000	Low Medium Density / RLMD	16325.20	0.37	12	9	-	1	1	2
021-360-025-000	Low Medium Density / RLMD	10768.01	0.25	12	9	-	1	1	2
023-020-010-000	Low Medium Density / RLMD	251899.77	5.78	12	9	-	26	26	52
023-020-011-000	Low Medium Density / RLMD	16249.68	0.37	12	9	-	1	1	2
023-020-085-000	Low Medium Density / RLMD	247003.00	5.67	12	9	-	25	25	50
023-130-001-000	Low Medium Density / RLMD	4357.81	0.10	12	9	-	1	-	1
023-130-041-000	Low Medium Density / RLMD	16239.52	0.37	12	9	-	1	1	2
023-140-043-000	Low Medium Density / RLMD	6510.80	0.15	12	9	-	1	-	1
023-150-044-000	Low Medium Density / RLMD	10267.76	0.24	12	9	-	1	1	2
023-150-046-000	Low Medium Density / RLMD	9455.58	0.22	12	9	-	1	-	1
023-150-047-000	Low Medium Density / RLMD	10029.42	0.23	12	9	-	1	1	2
023-320-005-000	Low Medium Density / RLMD	123386.33	2.83	12	9	-	12	12	24
023-480-031-000	Low Medium Density / RLMD	670098.47	15.38	12	9	-	69	69	138
023-480-034-000	Low Medium Density / RLMD	411315.46	9.44	12	9	-	42	42	84
023-480-035-000	Low Medium Density / RLMD	139000.78	3.19	12	9	-	14	14	28
023-480-036-000	Low Medium Density / RLMD	337861.21	7.76	12	9	-	34	34	68
023-510-038-000	Low Medium Density / RLMD	440852.26	10.12	12	9	-	45	45	90
023-510-039-000	Low Medium Density / RLMD	696551.31	15.99	12	9	-	71	71	142
023-510-040-000	Low Medium Density / RLMD	205050.25	4.71	12	9	-	21	21	42
023-590-012-000	Low Medium Density / RLMD	10445.96	0.24	12	9	-	1	1	2
023-590-013-000	Low Medium Density / RLMD	9929.57	0.23	12	9	-	1	1	2
023-590-014-000	Low Medium Density / RLMD	10659.66	0.24	12	9	-	1	1	2
023-590-015-000	Low Medium Density / RLMD	11239.23	0.26	12	9	-	1	1	2
023-590-016-000	Low Medium Density / RLMD	11717.45	0.27	12	9	-	1	1	2
023-590-017-000	Low Medium Density / RLMD	12116.64	0.28	12	9	-	1	1	2
023-590-018-000	Low Medium Density / RLMD	12810.74	0.29	12	9	-	1	1	2
023-590-019-000	Low Medium Density / RLMD	13242.75	0.30	12	9	-	1	1	2
023-590-020-000	Low Medium Density / RLMD	13781.61	0.32	12	9	-	1	1	2
024-390-001-000	Low Medium Density / RLMD	4890.22	0.11	12	9	-	1	-	1
024-390-002-000	Low Medium Density / RLMD	2338.80	0.05	12	9	-	1	-	1
024-390-003-000	Low Medium Density / RLMD	2342.81	0.05	12	9	-	1	-	1
024-390-004-000	Low Medium Density / RLMD	3916.14	0.09	12	9	-	1	-	1

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**Table B-2d: Residential Land Inventory - City of Lemoore**

APN	General Plan / Zoning Designation	Lot size (s.f.)	Acreage	Max Density (units/acre)	Realistic Density (units/acre)	Potential Units			Total
						Lower Income	Moderate Income	Above Moderate Income	
024-390-005-000	Low Medium Density / RLMD	3616.19	0.08	12	9	-	1	-	1
024-390-006-000	Low Medium Density / RLMD	2357.74	0.05	12	9	-	1	-	1
024-390-007-000	Low Medium Density / RLMD	2322.16	0.05	12	9	-	1	-	1
024-390-008-000	Low Medium Density / RLMD	3898.01	0.09	12	9	-	1	-	1
024-390-009-000	Low Medium Density / RLMD	4050.73	0.09	12	9	-	1	-	1
024-390-010-000	Low Medium Density / RLMD	2711.51	0.06	12	9	-	1	-	1
024-390-011-000	Low Medium Density / RLMD	2444.80	0.06	12	9	-	1	-	1
024-390-012-000	Low Medium Density / RLMD	4053.89	0.09	12	9	-	1	-	1
024-390-013-000	Low Medium Density / RLMD	4862.08	0.11	12	9	-	1	-	1
024-390-014-000	Low Medium Density / RLMD	3116.12	0.07	12	9	-	1	-	1
024-390-015-000	Low Medium Density / RLMD	2821.95	0.06	12	9	-	1	-	1
024-390-016-000	Low Medium Density / RLMD	4658.57	0.11	12	9	-	1	-	1
024-390-017-000	Low Medium Density / RLMD	3109.17	0.07	12	9	-	1	-	1
024-390-018-000	Low Medium Density / RLMD	2801.11	0.06	12	9	-	1	-	1
024-390-019-000	Low Medium Density / RLMD	4020.32	0.09	12	9	-	1	-	1
024-390-020-000	Low Medium Density / RLMD	4258.04	0.10	12	9	-	1	-	1
024-390-021-000	Low Medium Density / RLMD	2449.74	0.06	12	9	-	1	-	1
024-390-022-000	Low Medium Density / RLMD	2523.83	0.06	12	9	-	1	-	1
024-390-023-000	Low Medium Density / RLMD	3943.40	0.09	12	9	-	1	-	1
024-390-024-000	Low Medium Density / RLMD	4269.60	0.10	12	9	-	1	-	1
024-390-025-000	Low Medium Density / RLMD	2498.88	0.06	12	9	-	1	-	1
024-390-026-000	Low Medium Density / RLMD	2539.36	0.06	12	9	-	1	-	1
024-390-027-000	Low Medium Density / RLMD	4227.84	0.10	12	9	-	1	-	1
024-390-028-000	Low Medium Density / RLMD	4989.80	0.11	12	9	-	1	-	1
024-390-029-000	Low Medium Density / RLMD	2910.14	0.07	12	9	-	1	-	1
024-390-030-000	Low Medium Density / RLMD	2847.94	0.07	12	9	-	1	-	1
024-390-031-000	Low Medium Density / RLMD	4792.96	0.11	12	9	-	1	-	1
024-390-032-000	Low Medium Density / RLMD	4757.97	0.11	12	9	-	1	-	1
024-390-033-000	Low Medium Density / RLMD	2487.27	0.06	12	9	-	1	-	1
024-390-034-000	Low Medium Density / RLMD	2545.65	0.06	12	9	-	1	-	1
024-390-035-000	Low Medium Density / RLMD	5375.00	0.12	12	9	-	1	-	1
024-390-036-000	Low Medium Density / RLMD	2967.33	0.07	12	9	-	1	-	1



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**Table B-2d: Residential Land Inventory - City of Lemoore**

APN	General Plan / Zoning Designation	Lot size (s.f.)	Acreage	Max Density (units/acre)	Realistic Density (units/acre)	Potential Units			Total
						Lower Income	Moderate Income	Above Moderate Income	
024-390-037-000	Low Medium Density / RLMD	2113.37	0.05	12	9	-	1	-	1
024-390-038-000	Low Medium Density / RLMD	2146.31	0.05	12	9	-	1	-	1
024-390-039-000	Low Medium Density / RLMD	2143.88	0.05	12	9	-	1	-	1
024-390-040-000	Low Medium Density / RLMD	2152.27	0.05	12	9	-	1	-	1
024-390-041-000	Low Medium Density / RLMD	2006.49	0.05	12	9	-	1	-	1
024-390-042-000	Low Medium Density / RLMD	4349.65	0.10	12	9	-	1	-	1
<b>Subtotals</b>			<b>91.98</b>			<b>-</b>	<b>434</b>	<b>383</b>	<b>817</b>
020-113-048-000	Low Medium Density / RN	7153.15	0.16	12	9	-	1	-	1
020-122-031-000	Low Medium Density / RN	14558.42	0.33	12	9	-	1	1	2
020-122-037-000	Low Medium Density / RN	4193.32	0.10	12	9	-	1	-	1
020-172-056-000	Low Medium Density / RN	37271.53	0.86	12	9	-	3	3	6
020-183-001-000	Low Medium Density / RN	9702.23	0.22	12	9	-	1	1	2
020-184-007-000	Low Medium Density / RN	9908.16	0.23	12	9	-	1	1	2
020-184-008-000	Low Medium Density / RN	9962.73	0.23	12	9	-	1	1	2
020-184-017-000	Low Medium Density / RN	3965.23	0.09	12	9	-	1	-	1
020-191-009-000	Low Medium Density / RN	8732.01	0.20	12	9	-	1	-	1
020-191-030-000	Low Medium Density / RN	16806.25	0.39	12	9	-	1	1	2
020-192-019-000	Low Medium Density / RN	13376.71	0.31	12	9	-	1	1	2
020-192-035-000	Low Medium Density / RN	6462.19	0.15	12	9	-	1	-	1
023-130-014-000	Low Medium Density / RN	60849.70	1.40	12	9	-	6	6	12
023-130-015-000	Low Medium Density / RN	30059.51	0.69	12	9	-	3	3	6
023-130-016-000	Low Medium Density / RN	50045.78	1.15	12	9	-	5	5	10
<b>Subtotals</b>			<b>6.50</b>			<b>-</b>	<b>28</b>	<b>23</b>	<b>51</b>
020-014-004-000	Low Density / RLD	5260.87	0.12	7	4.5	-	1	-	1
020-014-009-000	Low Density / RLD	11249.67	0.26	7	4.5	-	1	-	1
020-021-008-000	Low Density / RLD	3759.57	0.09	7	4.5	-	1	-	1
021-100-003-000	Low Density / RLD	32133.18	0.74	7	4.5	-	1	1	2
021-110-008-000	Low Density / RLD	9083.68	0.21	7	4.5	-	1	-	1
021-110-009-000	Low Density / RLD	9828.78	0.23	7	4.5	-	1	-	1
021-250-033-000	Low Density / RLD	8764.76	0.20	7	4.5	-	1	-	1
021-260-004-000	Low Density / RLD	8131.20	0.19	7	4.5	-	1	-	1
021-260-006-000	Low Density / RLD	6382.99	0.15	7	4.5	-	1	-	1

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**Table B-2d: Residential Land Inventory - City of Lemoore**

APN	General Plan / Zoning Designation	Lot size (s.f.)	Acreage	Max Density (units/acre)	Realistic Density (units/acre)	Potential Units			Total
						Lower Income	Moderate Income	Above Moderate Income	
021-260-007-000	Low Density / RLD	6867.81	0.16	7	4.5	-	1	-	1
021-260-008-000	Low Density / RLD	6990.17	0.16	7	4.5	-	1	-	1
021-260-009-000	Low Density / RLD	7258.16	0.17	7	4.5	-	1	-	1
021-260-010-000	Low Density / RLD	8942.18	0.21	7	4.5	-	1	-	1
021-260-011-000	Low Density / RLD	7049.25	0.16	7	4.5	-	1	-	1
021-260-012-000	Low Density / RLD	6598.21	0.15	7	4.5	-	1	-	1
021-260-013-000	Low Density / RLD	7005.17	0.16	7	4.5	-	1	-	1
021-260-014-000	Low Density / RLD	6579.56	0.15	7	4.5	-	1	-	1
021-260-015-000	Low Density / RLD	6471.18	0.15	7	4.5	-	1	-	1
021-260-016-000	Low Density / RLD	6470.69	0.15	7	4.5	-	1	-	1
021-260-017-000	Low Density / RLD	6471.58	0.15	7	4.5	-	1	-	1
021-260-018-000	Low Density / RLD	6736.33	0.15	7	4.5	-	1	-	1
021-260-019-000	Low Density / RLD	7035.19	0.16	7	4.5	-	1	-	1
021-260-020-000	Low Density / RLD	7008.53	0.16	7	4.5	-	1	-	1
021-260-021-000	Low Density / RLD	6978.95	0.16	7	4.5	-	1	-	1
021-260-022-000	Low Density / RLD	7013.61	0.16	7	4.5	-	1	-	1
021-260-024-000	Low Density / RLD	7119.43	0.16	7	4.5	-	1	-	1
021-260-025-000	Low Density / RLD	7098.31	0.16	7	4.5	-	1	-	1
021-260-026-000	Low Density / RLD	7000.40	0.16	7	4.5	-	1	-	1
021-260-027-000	Low Density / RLD	6996.18	0.16	7	4.5	-	1	-	1
021-260-028-000	Low Density / RLD	6991.23	0.16	7	4.5	-	1	-	1
021-260-029-000	Low Density / RLD	7001.28	0.16	7	4.5	-	1	-	1
021-260-030-000	Low Density / RLD	6993.91	0.16	7	4.5	-	1	-	1
021-260-031-000	Low Density / RLD	7802.49	0.18	7	4.5	-	1	-	1
021-260-032-000	Low Density / RLD	7537.73	0.17	7	4.5	-	1	-	1
021-260-033-000	Low Density / RLD	6424.28	0.15	7	4.5	-	1	-	1
021-260-034-000	Low Density / RLD	6478.37	0.15	7	4.5	-	1	-	1
021-260-035-000	Low Density / RLD	6459.17	0.15	7	4.5	-	1	-	1
021-260-036-000	Low Density / RLD	6962.53	0.16	7	4.5	-	1	-	1
021-260-037-000	Low Density / RLD	6910.29	0.16	7	4.5	-	1	-	1
021-260-038-000	Low Density / RLD	6451.51	0.15	7	4.5	-	1	-	1
021-260-039-000	Low Density / RLD	6464.60	0.15	7	4.5	-	1	-	1

## Appendix B

**Table B-2d: Residential Land Inventory - City of Lemoore**

APN	General Plan / Zoning Designation	Lot size (s.f.)	Acreage	Max Density (units/acre)	Realistic Density (units/acre)	Potential Units			Total
						Lower Income	Moderate Income	Above Moderate Income	
021-260-040-000	Low Density / RLD	6463.37	0.15	7	4.5	-	1	-	1
021-260-041-000	Low Density / RLD	6447.65	0.15	7	4.5	-	1	-	1
021-260-042-000	Low Density / RLD	7353.12	0.17	7	4.5	-	1	-	1
021-260-043-000	Low Density / RLD	491132.63	11.27	7	4.5	-	25	25	50
021-360-067-000	Low Density / RLD	5317.97	0.12	7	4.5	-	1	-	1
021-430-026-000	Low Density / RLD	7545.98	0.17	7	4.5	-	1	-	1
021-460-012-000	Low Density / RLD	43827.73	1.01	7	4.5	-	2	2	4
021-610-042-000	Low Density / RLD	7321.11	0.17	7	4.5	-	1	-	1
021-620-005-000	Low Density / RLD	88933.86	2.04	7	4.5	-	4	4	8
021-620-007-000	Low Density / RLD	38737.15	0.89	7	4.5	-	2	2	4
021-620-012-000	Low Density / RLD	56991.50	1.31	7	4.5	-	2	2	4
021-620-013-000	Low Density / RLD	10955.57	0.25	7	4.5	-	1	-	1
021-800-038-000	Low Density / RLD	7886.89	0.18	7	4.5	-	1	-	1
021-800-048-000	Low Density / RLD	7775.79	0.18	7	4.5	-	1	-	1
021-800-049-000	Low Density / RLD	8456.63	0.19	7	4.5	-	1	-	1
021-810-005-000	Low Density / RLD	9979.24	0.23	7	4.5	-	1	-	1
021-810-013-000	Low Density / RLD	8810.44	0.20	7	4.5	-	1	-	1
021-820-018-000	Low Density / RLD	13979.79	0.32	7	4.5	-	1	-	1
023-010-013-000	Low Density / RLD	95904.08	2.20	7	4.5	-	4	4	8
023-010-014-000	Low Density / RLD	35912.97	0.82	7	4.5	-	1	1	2
023-010-015-000	Low Density / RLD	104148.66	2.39	7	4.5	-	5	5	10
023-010-016-000	Low Density / RLD	20958.40	0.48	7	4.5	-	1	1	2
023-020-010-000	Low Density / RLD	289613.83	6.65	7	4.5	-	14	14	28
023-020-062-000	Low Density / RLD	8287.13	0.19	7	4.5	-	1	-	1
023-040-057-000	Low Density / RLD	227628.45	5.23	7	4.5	-	11	11	22
023-040-058-000	Low Density / RLD	1906530.80	43.77	7	4.5	-	98	98	196
023-070-012-000	Low Density / RLD	8629.74	0.20	7	4.5	-	1	-	1
023-070-013-000	Low Density / RLD	8156.94	0.19	7	4.5	-	1	-	1
023-070-014-000	Low Density / RLD	8812.93	0.20	7	4.5	-	1	-	1
023-130-016-000	Low Density / RLD	74102.95	1.70	7	4.5	-	3	3	6
023-130-030-000	Low Density / RLD	165441.73	3.80	7	4.5	-	8	8	16
023-130-038-000	Low Density / RLD	239010.22	5.49	7	4.5	-	12	12	24

## Appendix B

**Table B-2d: Residential Land Inventory - City of Lemoore**

APN	General Plan / Zoning Designation	Lot size (s.f.)	Acreage	Max Density (units/acre)	Realistic Density (units/acre)	Potential Units			Total
						Lower Income	Moderate Income	Above Moderate Income	
023-150-006-000	Low Density / RLD	37437.76	0.86	7	4.5	-	1	1	2
023-150-009-000	Low Density / RLD	108818.46	2.50	7	4.5	-	5	5	10
023-150-024-000	Low Density / RLD	197670.77	4.54	7	4.5	-	10	10	20
023-150-029-000	Low Density / RLD	21072.33	0.48	7	4.5	-	1	1	2
023-150-033-000	Low Density / RLD	9861.68	0.23	7	4.5	-	1	-	1
023-150-037-000	Low Density / RLD	77235.47	1.77	7	4.5	-	3	3	6
023-150-049-000	Low Density / RLD	40980.05	0.94	7	4.5	-	2	2	4
023-150-055-000	Low Density / RLD	43901.74	1.01	7	4.5	-	2	2	4
023-170-001-000	Low Density / RLD	379814.53	8.72	7	4.5	-	19	19	38
023-170-002-000	Low Density / RLD	80185.47	1.84	7	4.5	-	4	4	8
023-170-003-000	Low Density / RLD	134035.59	3.08	7	4.5	-	6	6	12
023-170-004-000	Low Density / RLD	100625.39	2.31	7	4.5	-	5	5	10
023-170-009-000	Low Density / RLD	39934.81	0.92	7	4.5	-	2	2	4
023-170-010-000	Low Density / RLD	102184.81	2.35	7	4.5	-	5	5	10
023-170-013-000	Low Density / RLD	380436.54	8.73	7	4.5	-	19	19	38
023-170-015-000	Low Density / RLD	12193.34	0.28	7	4.5	-	1	-	1
023-180-020-000	Low Density / RLD	8031.78	0.18	7	4.5	-	1	-	1
023-360-008-000	Low Density / RLD	8714.64	0.20	7	4.5	-	1	-	1
023-360-009-000	Low Density / RLD	8557.93	0.20	7	4.5	-	1	-	1
023-360-010-000	Low Density / RLD	8016.51	0.18	7	4.5	-	1	-	1
023-360-011-000	Low Density / RLD	8648.57	0.20	7	4.5	-	1	-	1
023-360-015-000	Low Density / RLD	7357.61	0.17	7	4.5	-	1	-	1
023-360-017-000	Low Density / RLD	7659.91	0.18	7	4.5	-	1	-	1
023-360-018-000	Low Density / RLD	7611.23	0.17	7	4.5	-	1	-	1
023-360-019-000	Low Density / RLD	8465.77	0.19	7	4.5	-	1	-	1
023-360-023-000	Low Density / RLD	8329.72	0.19	7	4.5	-	1	-	1
023-360-025-000	Low Density / RLD	9448.97	0.22	7	4.5	-	1	-	1
023-360-027-000	Low Density / RLD	10668.24	0.24	7	4.5	-	1	-	1
023-360-029-000	Low Density / RLD	9077.58	0.21	7	4.5	-	1	-	1
023-360-030-000	Low Density / RLD	9874.83	0.23	7	4.5	-	1	-	1
023-360-031-000	Low Density / RLD	9207.58	0.21	7	4.5	-	1	-	1
023-360-032-000	Low Density / RLD	9198.10	0.21	7	4.5	-	1	-	1

## Appendix B

**Table B-2d: Residential Land Inventory - City of Lemoore**

APN	General Plan / Zoning Designation	Lot size (s.f.)	Acreage	Max Density (units/acre)	Realistic Density (units/acre)	Potential Units			Total
						Lower Income	Moderate Income	Above Moderate Income	
023-360-033-000	Low Density / RLD	9818.37	0.23	7	4.5	-	1	-	1
023-360-034-000	Low Density / RLD	8399.38	0.19	7	4.5	-	1	-	1
023-360-035-000	Low Density / RLD	9039.35	0.21	7	4.5	-	1	-	1
023-360-036-000	Low Density / RLD	8473.88	0.19	7	4.5	-	1	-	1
023-360-051-000	Low Density / RLD	8937.86	0.21	7	4.5	-	1	-	1
023-360-053-000	Low Density / RLD	9419.37	0.22	7	4.5	-	1	-	1
023-360-055-000	Low Density / RLD	8204.63	0.19	7	4.5	-	1	-	1
023-360-067-000	Low Density / RLD	9256.52	0.21	7	4.5	-	1	-	1
023-360-070-000	Low Density / RLD	9915.51	0.23	7	4.5	-	1	-	1
023-360-071-000	Low Density / RLD	10263.70	0.24	7	4.5	-	1	-	1
023-360-073-000	Low Density / RLD	8830.52	0.20	7	4.5	-	1	-	1
023-360-074-000	Low Density / RLD	9857.19	0.23	7	4.5	-	1	-	1
023-360-082-000	Low Density / RLD	10137.50	0.23	7	4.5	-	1	-	1
023-390-060-000	Low Density / RLD	7125.78	0.16	7	4.5	-	1	-	1
023-390-061-000	Low Density / RLD	6128.43	0.14	7	4.5	-	1	-	1
023-390-062-000	Low Density / RLD	6461.42	0.15	7	4.5	-	1	-	1
023-390-063-000	Low Density / RLD	6889.15	0.16	7	4.5	-	1	-	1
023-390-064-000	Low Density / RLD	6511.73	0.15	7	4.5	-	1	-	1
023-390-065-000	Low Density / RLD	7038.09	0.16	7	4.5	-	1	-	1
023-390-066-000	Low Density / RLD	6537.95	0.15	7	4.5	-	1	-	1
023-390-067-000	Low Density / RLD	9809.57	0.23	7	4.5	-	1	-	1
023-390-068-000	Low Density / RLD	7080.48	0.16	7	4.5	-	1	-	1
023-390-069-000	Low Density / RLD	7459.66	0.17	7	4.5	-	1	-	1
023-390-070-000	Low Density / RLD	7634.74	0.18	7	4.5	-	1	-	1
023-390-071-000	Low Density / RLD	7614.34	0.17	7	4.5	-	1	-	1
023-390-072-000	Low Density / RLD	7595.92	0.17	7	4.5	-	1	-	1
023-390-073-000	Low Density / RLD	10161.75	0.23	7	4.5	-	1	-	1
023-390-074-000	Low Density / RLD	9865.28	0.23	7	4.5	-	1	-	1
023-390-075-000	Low Density / RLD	9791.35	0.22	7	4.5	-	1	-	1
023-390-076-000	Low Density / RLD	7811.04	0.18	7	4.5	-	1	-	1
023-390-077-000	Low Density / RLD	6935.34	0.16	7	4.5	-	1	-	1
023-390-078-000	Low Density / RLD	11296.23	0.26	7	4.5	-	1	-	1

## Appendix B

**Table B-2d: Residential Land Inventory - City of Lemoore**

APN	General Plan / Zoning Designation	Lot size (s.f.)	Acreage	Max Density (units/acre)	Realistic Density (units/acre)	Potential Units			Total
						Lower Income	Moderate Income	Above Moderate Income	
023-390-079-000	Low Density / RLD	11512.90	0.26	7	4.5	-	1	-	1
023-390-080-000	Low Density / RLD	11285.70	0.26	7	4.5	-	1	-	1
023-390-081-000	Low Density / RLD	8542.64	0.20	7	4.5	-	1	-	1
023-390-082-000	Low Density / RLD	8700.02	0.20	7	4.5	-	1	-	1
023-480-006-000	Low Density / RLD	973999.08	22.36	7	4.5	-	50	50	100
023-480-031-000	Low Density / RLD	252170.27	5.79	7	4.5	-	13	13	26
023-480-037-000	Low Density / RLD	234693.24	5.39	7	4.5	-	12	12	24
023-480-038-000	Low Density / RLD	481378.64	11.05	7	4.5	-	24	24	48
023-510-002-000	Low Density / RLD	1294846.78	29.73	7	4.5	-	66	66	132
023-510-038-000	Low Density / RLD	1305432.14	29.97	7	4.5	-	67	67	134
023-510-040-000	Low Density / RLD	1024816.26	23.53	7	4.5	-	52	52	104
023-530-013-000	Low Density / RLD	10480.10	0.24	7	4.5	-	1	-	1
023-530-014-000	Low Density / RLD	7960.58	0.18	7	4.5	-	1	-	1
024-052-098-000	Low Density / RLD	582755.22	13.38	7	4.5	-	30	30	60
024-340-006-000	Low Density / RLD	4758.11	0.11	7	4.5	-	1	-	1
024-340-040-000	Low Density / RLD	4957.89	0.11	7	4.5	-	1	-	1
024-340-041-000	Low Density / RLD	4633.23	0.11	7	4.5	-	1	-	1
024-340-047-000	Low Density / RLD	5115.01	0.12	7	4.5	-	1	-	1
024-360-015-000	Low Density / RLD	7687.48	0.18	7	4.5	-	1	-	1
024-360-016-000	Low Density / RLD	10250.19	0.24	7	4.5	-	1	-	1
024-360-022-000	Low Density / RLD	10995.84	0.25	7	4.5	-	1	-	1
024-360-023-000	Low Density / RLD	3877.93	0.09	7	4.5	-	1	-	1
024-380-008-000	Low Density / RLD	12367.66	0.28	7	4.5	-	1	-	1
024-380-013-000	Low Density / RLD	7172.24	0.16	7	4.5	-	1	-	1
024-380-014-000	Low Density / RLD	7707.52	0.18	7	4.5	-	1	-	1
024-380-015-000	Low Density / RLD	7395.84	0.17	7	4.5	-	1	-	1
024-380-017-000	Low Density / RLD	9875.20	0.23	7	4.5	-	1	-	1
024-380-018-000	Low Density / RLD	7161.08	0.16	7	4.5	-	1	-	1
024-380-019-000	Low Density / RLD	12042.13	0.28	7	4.5	-	1	-	1
<b>Subtotals</b>			<b>294.72</b>			<b>-</b>	<b>719</b>	<b>591</b>	<b>1,310</b>
020-025-001-000	Low Density / RN	2553.73	0.06	7	4.5	-	-	1	1
020-025-021-000	Low Density / RN	9317.67	0.21	7	4.5	-	-	1	1

## Appendix B

**Table B-2d: Residential Land Inventory - City of Lemoore**

APN	General Plan / Zoning Designation	Lot size (s.f.)	Acreage	Max Density (units/acre)	Realistic Density (units/acre)	Potential Units			Total
						Lower Income	Moderate Income	Above Moderate Income	
020-025-022-000	Low Density / RN	9457.49	0.22	7	4.5	-	-	1	1
020-031-014-000	Low Density / RN	8214.11	0.19	7	4.5	-	-	1	1
020-113-034-000	Low Density / RN	14933.02	0.34	7	4.5	-	-	1	1
020-113-035-000	Low Density / RN	28348.56	0.65	7	4.5	-	-	2	2
020-113-038-000	Low Density / RN	9201.56	0.21	7	4.5	-	-	1	1
020-122-011-000	Low Density / RN	14631.42	0.34	7	4.5	-	-	1	1
020-122-042-000	Low Density / RN	8242.55	0.19	7	4.5	-	-	1	1
020-132-016-000	Low Density / RN	4963.92	0.11	7	4.5	-	-	1	1
020-142-009-000	Low Density / RN	9350.46	0.21	7	4.5	-	-	1	1
023-020-055-000	Low Density / RN	21017.00	0.48	7	4.5	-	-	1	1
<b>Subtotals</b>			<b>3.22</b>			<b>-</b>	<b>-</b>	<b>13</b>	<b>13</b>
023-080-007-000	Very Low Density / RVLD	60738.19	1.39	3	2.5	-	-	3	3
023-100-002-000	Very Low Density / RVLD	33243.95	0.76	3	2.5	-	-	1	1
023-150-002-000	Very Low Density / RVLD	247256.70	5.68	3	2.5	-	-	14	14
023-150-003-000	Very Low Density / RVLD	210642.85	4.84	3	2.5	-	-	12	12
023-150-041-000	Very Low Density / RVLD	304127.04	6.98	3	2.5	-	-	17	17
023-150-042-000	Very Low Density / RVLD	5564.11	0.13	3	2.5	-	-	-	-
023-510-037-000	Very Low Density / RVLD	1117150.08	25.65	3	2.5	-	-	64	64
<b>Subtotals</b>			<b>45.43</b>			<b>-</b>	<b>-</b>	<b>111</b>	<b>111</b>
021-240-040-000	Mixed-Use / MU	109961.31	2.52	20	9	22	-	-	22
021-330-003-000	Mixed-Use / MU	536870.77	12.32	20	9	110	-	-	110
021-340-008-000	Mixed-Use / MU	31743.81	0.73	20	9	6	-	-	6
021-350-003-000	Mixed-Use / MU	210716.77	4.84	20	9	43	-	-	43
021-660-031-000	Mixed-Use / MU	347450.91	7.98	20	9	71	-	-	71
023-020-030-000	Mixed-Use / MU	42796.61	0.98	20	9	8	-	-	8
023-020-037-000	Mixed-Use / MU	144691.73	3.32	20	9	29	-	-	29
023-020-069-000	Mixed-Use / MU	68565.84	1.57	20	9	14	-	-	14
023-020-071-000	Mixed-Use / MU	122797.96	2.82	20	9	25	-	-	25
023-020-072-000	Mixed-Use / MU	25169.16	0.58	20	9	5	-	-	5
023-020-073-000	Mixed-Use / MU	153313.34	3.52	20	9	31	-	-	31
023-170-014-000	Mixed-Use / MU	12169.09	0.28	20	9	2	-	-	2
023-310-012-000	Mixed-Use / MU	839171.64	19.26	20	9	173	-	-	173

## Appendix B

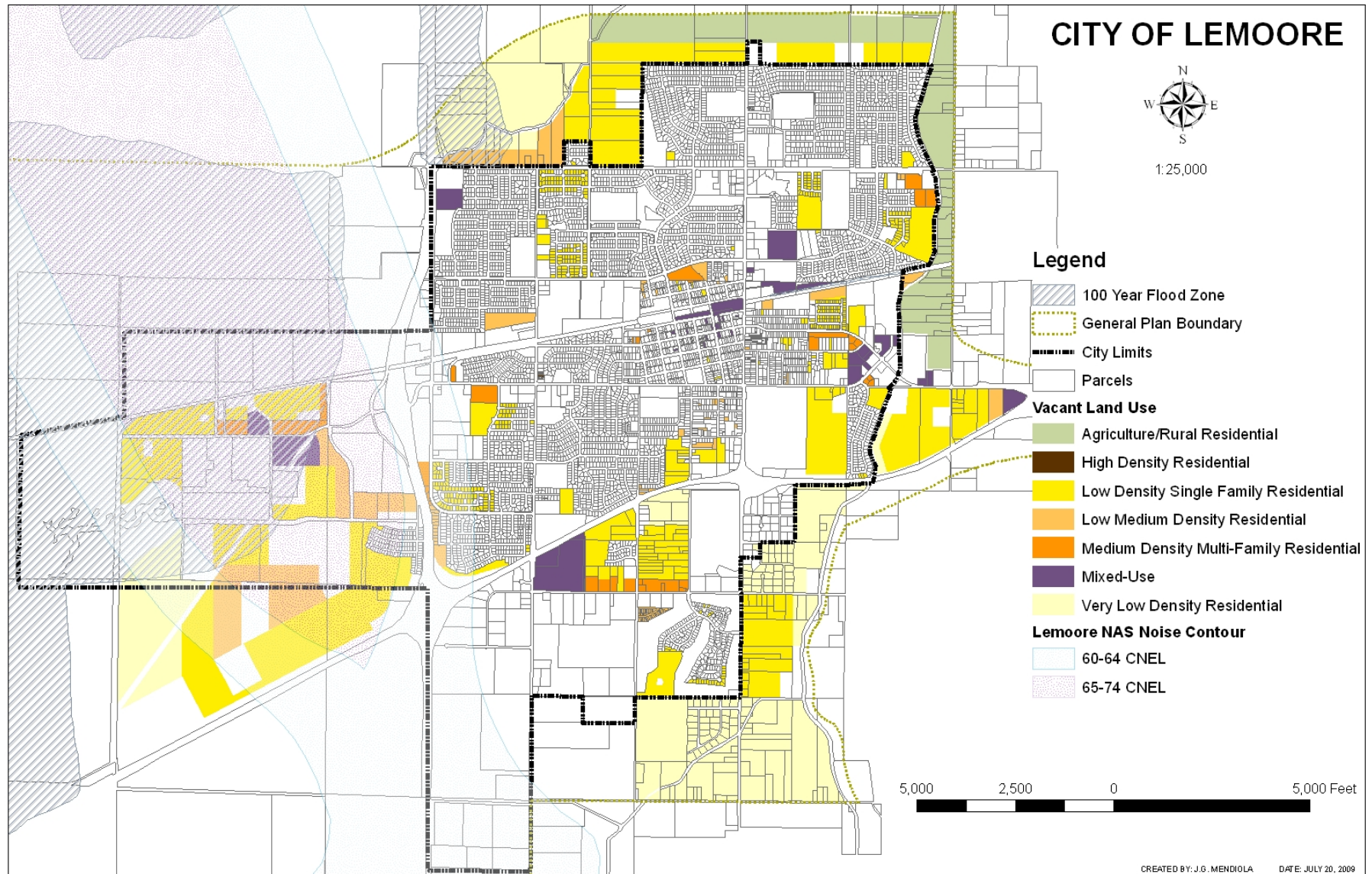
**Table B-2d: Residential Land Inventory - City of Lemoore**

APN	General Plan / Zoning Designation	Lot size (s.f.)	Acreage	Max Density (units/acre)	Realistic Density (units/acre)	Potential Units			Total
						Lower Income	Moderate Income	Above Moderate Income	
023-510-002-000	Mixed-Use / MU	92919.41	2.13	20	9	19	-	-	19
023-510-040-000	Mixed-Use / MU	558840.16	12.83	20	9	115	-	-	115
023-510-042-000	Mixed-Use / MU	194458.12	4.46	20	9	40	-	-	40
<b>Subtotals</b>			<b>80.16</b>			<b>713</b>	<b>-</b>	<b>-</b>	<b>713</b>
020-041-003-000	Mixed-Use / DMX-1	36783.86	0.84	20	14	11	-	-	11
020-042-011-000	Mixed-Use / DMX-1	11384.90	0.26	20	14	3	-	-	3
020-042-018-000	Mixed-Use / DMX-1	7250.20	0.17	20	14	2	-	-	2
020-053-003-000	Mixed-Use / DMX-1	7580.05	0.17	20	14	2	-	-	2
020-053-006-000	Mixed-Use / DMX-1	7465.54	0.17	20	14	2	-	-	2
020-053-015-000	Mixed-Use / DMX-1	11366.80	0.26	20	14	3	-	-	3
020-062-008-000	Mixed-Use / DMX-1	7528.14	0.17	20	14	2	-	-	2
020-082-016-000	Mixed-Use / DMX-1	5139.61	0.12	20	14	1	-	-	1
020-092-004-000	Mixed-Use / DMX-1	6932.39	0.16	20	14	2	-	-	2
020-092-019-000	Mixed-Use / DMX-1	3754.58	0.09	20	14	1	-	-	1
020-092-027-000	Mixed-Use / DMX-1	5949.50	0.14	20	14	1	-	-	1
020-101-001-000	Mixed-Use / DMX-1	11356.62	0.26	20	14	3	-	-	3
020-101-006-000	Mixed-Use / DMX-1	7354.81	0.17	20	14	2	-	-	2
<b>Subtotals</b>			<b>2.98</b>			<b>35</b>	<b>-</b>	<b>-</b>	<b>35</b>
020-041-003-000	Mixed-Use / DMX-2	35303.13	0.81	12 - 17	14	11	-	-	11
020-042-020-000	Mixed-Use / DMX-2	4308.27	0.10	12 - 17	14	1	-	-	1
020-043-009-000	Mixed-Use / DMX-2	3306.13	0.08	12 - 17	14	1	-	-	1
<b>Subtotals</b>			<b>0.99</b>			<b>13</b>	<b>-</b>	<b>-</b>	<b>13</b>
<b>TOTALS</b>						<b>1,523</b>	<b>1,181</b>	<b>1,121</b>	<b>3,825</b>



## Appendix B

Figure B-1d: Land Inventory Map – City of Lemoore



# Appendix C Public Participation Summary

Public participation is an important component of the planning process, and this update to the Housing Element has provided residents and other interested parties numerous opportunities for review and comment. Public notices for all Housing Element meetings and public hearings were mailed to a list of interested persons and organizations and published in the local newspaper in advance of each meeting, as well as posting the notices on each jurisdiction's website. The draft Housing Element was made available for review at City Halls, the County Government Center, the Kings County Association of Governments office, and libraries, and was also posted on each jurisdiction's website.

After receiving comments on the draft Housing Element from the State Housing and Community Development Department, a proposed final Housing Element was prepared and made available for public review prior to public hearings and adoption by each City Council and the Board of Supervisors.

**Table C-1. Public Meeting Summary**

Date	Meeting
10/21/2014	Hanford study session
11/4/2014	Lemoore study session
11/10/2014	Corcoran study session
11/13/2014	Avenal study session
11/13/2014	Kings County study session
12/7/2015	Avenal Planning Commission hearing
12/8/2015	Hanford Planning Commission hearing
12/10/2015	Avenal City Council hearing
12/14/2015	Lemoore Planning Commission hearing
1/4/2016	Kings County Planning Commission hearing
1/5/2016	Hanford City Council hearing
1/11/2016	Corcoran Planning Commission hearing
1/18/2016	Corcoran City Council hearing
1/19/2016	Lemoore City Council hearing

Table C-1 includes a list of opportunities for public involvement in the preparation of this Housing Element update. Table C-2 provides the list of persons and organizations that were notified of the availability of the draft Housing Element as well as public meeting notices. This notification list included persons and organizations representing the interests of lower-income households and persons with special needs such as the Kings County Housing Authority, Self-Help Enterprises, the Center on Race, Poverty and the Environment, the Kings Community Action Organization and many others. Table C-3 summarizes the public comments received during the preparation of the Housing Element update along with a description of how those comments were addressed in the element.

After receiving comments on the draft Housing Element from the state Department of Housing and Community Development, a proposed final Housing Element was prepared and made available for public review prior to adoption by each City Council and the Board of Supervisors.

## Appendix C

**Table C-2. Public Notice List**

PEGGY GREGORY AG EXTENSION 1400 W. LACEY BLVD. HANFORD, CA 93230	MARY ANNE FORD SHERMAN BEHAVIORAL HEALTH DIRECTOR 1400 W. LACEY BLVD. HANFORD, CA 93230
MARLANA BROWN COMMUNITY PLANS LIAISON OFFICER 750 ENTERPRISE AVENUE NAS LEMOORE, CA 93246	TIM NISWANDER AGRICULTURAL COMMISSIONER 1400 W. LACEY BLVD. HANFORD, CA 93230
KETTLEMAN CITY CSD P.O. BOX 179 KETTLEMAN CITY CA 93239	ARMONA COMMUNITY SERVICES DISTRICT P.O. BOX 486 ARMONA, CA 93202
HOME GARDEN CSD 11677 2ND PLACE HANFORD, CA 93230	STRATFORD PUD 19681 RAILROAD AVENUE P. O. BOX 85 STRATFORD, CA 93266
LEMOORE ADVANCE 339 W. 'D' STREET LEMOORE, CA 93245	JAY SALYER KINGS COUNTY ECONOMIC DEVELOPMENT CORP. 120 N. IRWIN STREET HANFORD, CA 93230
CORCORAN JOURNAL P.O. BOX 487 CORCORAN, CA 93212	SALVATION ARMY 380 E IVY STREET HANFORD, CA 93230
LOUISE CARDOSA HANFORD SENTINEL P.O. BOX 9 HANFORD, CA 93232	DIWATA FONTE FRESNO BEE 525 W. MAIN STREET, SUITE F VISALIA, CA 93291-6149
KINGS TIMBERLAND 1220 JEPSON AVENUE CORCORAN, CA 93212	DIANA PECK KINGS COUNTY FARM BUREAU 870 GREENFIELD AVENUE HANFORD, CA 93230
CAROLINE FARRELL CENTER ON RACE, POVERTY & THE ENVIRONMENT 1224 JEFFERSON STREET, SUITE 25 DELANO, CA 93215	RANDY MCNARY HOUSING AUTHORITY OF KINGS COUNTY 670 SOUTH IRWIN STREET HANFORD, CA 93230

## Appendix C

GREENACTION ONE HALLIDIE PLAZA, SUITE 760 SAN FRANCISCO, CA 94102	NANETTE VILLARREAL KINGS UNITED WAY 11050 13TH AVE HANFORD, CA 93230
KINGS COUNTY OFFICE OF EDUCATION 1144 W. LACEY BLVD. HANFORD, CA 93230	CENTRAL VALLEY CHRISTIAN HOUSING DEVELOPMENT 2222 W. SUNNYSIDE AVE VISALIA, CA 93277
AMERICAN RED CROSS MARIE DAVIS 505 WEST MAIN STREET VISALIA, CALIFORNIA 93291	CORNERSTONE RECOVERY SYSTEMS TOM DOYLE 801 W. 7 <sup>TH</sup> STREET POST OFFICE BOX 1124 HANFORD, CALIFORNIA 93232
CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS SUE WEISENHAUS-BRAZ 700 NORTH IRWIN STREET HANFORD, CALIFORNIA 93230	CORCORAN EMERGENCY AID MARILYN NOLAN 2121 W. WHITLEY AVE POST OFFICE BOX 393 CORCORAN, CALIFORNIA 93212
KINGS COMMUNITY ACTION ORGANIZATION EMERGENCY SVCS PROGRAM AND WOMAN'S SHELTER LUPE GARCIA 1222 WEST LACEY BOULEVARD HANFORD, CALIFORNIA 93230	LEMOORE CHRISTIAN AID, INC. JANEY CASTILLO 224 N. LEMOORE AVE. POST OFFICE BOX 134
YMCA OF KINGS COUNTY LAURA T. MARTIN 1010 W. GRANGEVILLE BLVD HANFORD, CALIFORNIA 93230	OPERATION LIFE TRANSFORMED KIM MARRERO 748 W. SANDSTONE COURT HANFORD, CALIFORNIA 93230
KINGS COUNTY COMMISSION ON AGING ADULT SOCIAL DAY CARE PROGRAM SHARON L.T. DEMASTERS 1197 SOUTH DRIVE HANFORD, CALIFORNIA 93230	THE SALVATION ARMY MAJOR GREGORY MOODY 380 E. IVY STREET POST OFFICE BOX 987 HANFORD, CALIFORNIA 93232
KINGS PARTNERSHIP FOR CHILDREN- SAT. ENRICHMENT PROGRAM DR. KIM WILDEY 11593 SOUTH 10TH AVE, POST OFFICE BOX 185 HANFORD, CALIFORNIA 93232	CHURCH OF THE SAVIOUR, SOUP KITCHEN CAROL DYER 519 NORTH DOUTY STREET HANFORD, CALIFORNIA 93230
K-POP 3056 CASTRO VALLEY BLVD, SUITE 186 CASTRO VALLEY, CA 94546	UNITED CEREBRAL PALSY OF CENTRAL CALIFORNIA DEBBIE GIBSON 606 WEST SIXTH STREET HANFORD, CALIFORNIA 93230

## Appendix C

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CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS SUE WEISENHAUS-BRAZ 700 NORTH IRWIN STREET HANFORD, CALIFORNIA 93230	SELF HELP ENTERPRISES TOM COLLISHAW 8445 W ELOWIN CT VISALIA, CA 93291-9262
	SELF HELP ENTERPRISES DOUG PINGEL 8445 W ELOWIN CT VISALIA, CA 93291-9262

## Appendix C

**Table C-3. Summary of Public Comments**

<b>Comment</b>	<b>Response</b>
What happens if the City doesn't achieve the RHNA allocation?	The RHNA is a planning target, not a development quota. The City's primary responsibility is to ensure that adequate sites are available to accommodate the level of development for all income segments commensurate with the RHNA. There is no penalty for not achieving housing construction equal to the RHNA.
How is the RHNA determined?	The RHNA is prepared by the Kings County Association of Governments (KCAG) as the regional planning agency for Kings County based on growth trends, local plans, physical and other constraints such as public open space, prime agricultural land and sensitive environmental resources. The RHNA is reviewed and approved by the California Department of Housing and Community Development.
What are the requirements for transitional/ supportive housing and residential care facilities?	Transitional and supportive housing must be permitted according to the same standards and procedures as apply to other residential uses of the same type in the same zone. Also, state-licensed residential care facilities for 6 or fewer persons must be treated as a family residential use. Larger care facilities for 7 or more persons may require approval of a conditional use permit and may be restricted to multi-family or non-residential zones.
How can cities be expected to meet their affordable housing needs when a major source of housing funds were eliminated with redevelopment agencies?	The RHNA is a planning target, not a development mandate or quota. Cities are not solely responsible for production of affordable housing, but they play an important role through their land use plans and development regulations. If a city has adopted plans and regulations that facilitate affordable housing development commensurate with their RHNA allocation, it will not be penalized if housing production is less than the RHNA.

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**Addendum No. 1 to  
Initial Study/Negative Declaration No. SCH 2010041002  
City of Lemoore  
2016-2024 Housing Element  
December 14, 2015**

## **Overview**

On May 4, 2010 the City Council adopted Negative Declaration ("ND") SCH 2010041002 for the 2009-2014 Housing Element. The City is now required to adopt an updated Housing Element for the 2016-2024 planning period. The purpose of this Addendum is to demonstrate that the 2016-2024 Housing Element update would not result in any of the conditions under which a subsequent Environmental Impact Report ("EIR") or Negative Declaration would be required pursuant to Public Resources Code Section 21166 or CEQA Guidelines Sections 15162 and 15164.

## **Purpose of an Addendum**

CEQA and the CEQA Guidelines establish the type of environmental documentation that is required when changes to a project occur or new information arises after an EIR is certified or a Negative Declaration adopted for a project. CEQA Guidelines Section 15162 establishes criteria for determining whether more detailed information, such as the preparation of a Subsequent or Supplemental EIR, is needed, and Section 15164 defines the appropriate use of Addendums to previous EIRs and Negative Declarations.

CEQA Guidelines Section 15162(a) states:

*When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines on the basis of substantial evidence in the light of the whole record, one or more of the following:*

*(1) Substantial changes are proposed in the project, which will require major revisions in the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.*

*(2) Substantial changes occur with respect to the circumstances under which the project is to be undertaken, which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.*

*(3) New information of substantial importance which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete shows any of the following:*

*a. The project will have one or more significant effects not discussed in the EIR.*

*b. Significant effects previously examined will be substantially more severe than shown in the previous EIR*

*c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure; or*

*d. Mitigation measures or alternatives that are considerably different from those analyzed in the previous EIR would substantially reduce one or more effects on the environment but the project proponents decline to adopt the mitigation measure.*



CEQA Guidelines Section 15164(b) states: *“An addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred.”*

The following analysis demonstrates that the 2016-2024 Housing Element update does not raise any new environmental issues and requires only minor technical changes or additions to the previous Negative Declaration to satisfy the requirements of CEQA.

## **Project Description**

State law requires each jurisdiction in Kings County to prepare an updated Housing Element for the 2016-2024 planning period. The County and its four cities have again followed a collaborative process in preparing a joint Housing Element document covering all five jurisdictions. The joint Housing Element includes data, analysis and general goals and policies covering the entire county, but each jurisdiction has separate programs that apply only to that jurisdiction. No major changes to conditions, requirements or the statutory framework that raise new potentially significant environmental impacts not previously considered have occurred with respect to the Housing Element, and the proposed 2016-2024 Housing Element update would not make substantial changes to City housing policies or land use regulations. The new Housing Element is comprised of the following sections.

### Chapter 1: Introduction

This chapter provides an overview of the Housing Element and a summary of the public participation process. No policy or regulatory changes are proposed in this section, and none of the changes reflected in this section would result in the potential for significant environmental impacts not previously considered in the 2010 ND.

### Chapter 2: Housing Needs Assessment

This section has been revised to reflect more recent demographic data, trends and special housing needs. Most of the demographic information is based on the 2010 Census or the American Community Survey. This chapter also describes the new Regional Housing Needs Assessment (RHNA), which identifies housing growth needs for the new planning period as summarized below.

#### *Regional Housing Needs Assessment (RHNA)*

The City's assigned share of regional housing need is an important component of the Housing Element. The Kings County Association of Governments (“KCAG”) is responsible for allocating a portion of the region's new housing need to each jurisdiction. Lemoore's share of the regional housing need for the new Housing Element cycle is 2,985 units. The table below shows the distribution of new housing need by income category that has been allocated to the City in the RHNA. One of the key requirements of the Housing Element is to identify adequate sites with appropriate zoning that could accommodate new housing development commensurate with the assigned need in each income category. It should be emphasized that the RHNA is a planning target, not a development mandate or quota. State law does not require cities to achieve their RHNA targets or build housing.

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**2016-2024 RHNA Allocation  
City of Lemoore**

Very Low	Low	Moderate	Above Moderate	Total
677*	507	534	1,267	2,985

\*Per state law, half of the very-low units are assumed to be in the extremely-low category  
Source: KCAG, 1/28/2015

Chapter 3 and Appendix B of the Housing Element present an inventory and analysis of available sites that could accommodate the level of development assigned to Lemoore through the RHNA process. No substantial changes to Housing Element programs are proposed in connection with the new RHNA allocation that were not previously considered in the 2010 ND.

This section of the Housing Element also discusses various categories of special needs, including the elderly, persons with disabilities, large families, female-headed households, farmworkers and the homeless. No substantial changes in development regulations are proposed with respect to these special needs that were not previously considered in the 2010 ND.

#### Chapter 3: Resources and Opportunities

This section describes the City's land resources that could accommodate housing development, as well as financial and administrative resources, and opportunities to foster energy conservation. None of the changes reflected in this section would change development regulations or result in the potential for significant environmental impacts not previously considered in the 2010 ND.

#### Chapter 4: Constraints

This chapter analyzes City plans and regulations that guide housing development. The most noteworthy changes reflect the completion of several state-mandated Code amendments related to housing for persons with special needs during the previous planning period. No changes to land use plans or regulations are proposed in connection with the 2016-2024 Housing Element. This chapter also discusses non-governmental constraints such as infrastructure availability and development costs. None of the changes reflected in this chapter would change development regulations or result in the potential for new significant environmental impacts that were not previously considered in the 2010 ND.

#### Chapter 5: Housing Plan

This chapter presents the City's goals, objectives, policies and programs for the 2016-2024 planning period. Most of the changes in this chapter reflect the completion of Zoning Code amendments related to housing for persons with special needs. No substantial changes to programs are proposed, and no new potentially significant impacts not previously considered in the 2010 ND would result from adoption of the revised Housing Element.

#### Chapter 6: Glossary

This chapter contains definitions for terms commonly used in the Housing Element. None of the changes reflected in this section would change development regulations or result in the potential for significant environmental impacts.

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#### Appendix A: Evaluation of the Prior Housing Element

This appendix contains a review of the goals, policies and programs from the previous element and identifies the City's accomplishments as well as changes that are appropriate for the new planning period based on changed circumstances. None of the revisions reflected in this evaluation would change development regulations or result in the potential for significant environmental impacts that were not previously considered in the 2010 ND.

#### Appendix B: Land Inventory

This appendix includes a parcel-specific listing of properties with potential for housing development. None of the changes reflected in this section would change development regulations or result in the potential for significant environmental impacts.

#### Appendix C: Public Participation Summary

This appendix describes opportunities for public involvement during the 2016-2024 Housing Element update process. None of the changes reflected in this section would change development regulations or result in the potential for significant environmental impacts.

### **Environmental Analysis and Conclusions**

Because adoption of the 2016-2024 Housing Element would not substantially change the City's land use designations or development regulations, no new potentially significant environmental effects would occur that were not previously analyzed in the Negative Declaration prepared for the prior Housing Element. Therefore, pursuant to CEQA Guidelines Section 15164, an addendum is the appropriate CEQA document for the 2016-2024 Housing Element update. There is no substantial evidence that adoption of the Housing Element update will result in new significant environmental impacts, or impacts that would be more severe than described in the previous Negative Declaration. Consequently, a subsequent or supplemental EIR or IS/ND is not required.

**Mayor**  
Lois Wynne  
**Mayor Pro Tem**  
Jeff Chedester  
**Council Members**  
Ray Madrigal  
Eddie Neal  
William Siegel



**Office of the  
City Manager**

119 Fox Street  
Lemoore, CA 93245  
Phone (559) 924-6700  
Fax (559) 924-9003

**To:** Lemoore City Council  
**From:** Janie Venegas, City Clerk  
**Date:** January 14, 2016 **Meeting Date:** January 19, 2016  
**Subject:** Activity Update

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**Reports**

➤ Warrant Register – FY 15-16

December 29, 2015

# Warrant Register 12-29-15

PEI  
DATE: 12/29/2015  
TIME: 15:40:58

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 1  
AUDIT11

SELECTION CRITERIA: transact.yr='16' and transact.batch='VC122215'  
ACCOUNTING PERIOD: 6/16

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

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
6 /16	12/29/15	21		810001327001	5396 OFFICE DEPOT		13.68	.00	10FT OUTLET PRONG
TOTAL						.00	13.68	.00	
TOTAL						.00	13.68	.00	

PEI  
DATE: 12/29/2015  
TIME: 15:40:58

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 2  
AUDIT11

SELECTION CRITERIA: transact.yr='16' and transact.batch='VC122215'  
ACCOUNTING PERIOD: 6/16

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

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310					PROFESSIONAL CONTRACT SVC				
6 /16	12/29/15	21		9399	6316 PRICE PAIGE & CO		1,300.00	.00	PROFESSIONAL SVCS
TOTAL					PROFESSIONAL CONTRACT SVC	.00	1,300.00	.00	
4315					INSURANCE/BONDS				
6 /16	12/29/15	21		RMA2016-0145	0123 CSJVRMA		48,232.00	.00	LIABILITY PRGM/3RD QT
6 /16	12/29/15	21		RMA2016-0145	0123 CSJVRMA		97,486.00	.00	WORKERS COMP/3RD QT
6 /16	12/29/15	21		RMA2016-0145	0123 CSJVRMA		8,476.00	.00	2015 LIABILITY RETRO
6 /16	12/29/15	21		RMA2016-0145	0123 CSJVRMA		160,648.00	.00	2015 WRKRS COMP RETRO
TOTAL					INSURANCE/BONDS	.00	314,842.00	.00	
TOTAL					FINANCE	.00	316,142.00	.00	

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TIME: 15:40:58

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 3  
AUDIT11

SELECTION CRITERIA: transact.yr='16' and transact.batch='VC122215'  
ACCOUNTING PERIOD: 6/16

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

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
6 /16	12/29/15	21		654470	5573 CENTRAL SANITARY		115.95	.00	PEROXIDE DISINFECTANT
TOTAL						.00	115.95	.00	
4310									
6 /16	12/29/15	21		15931	T909 ASSOCIATED SOILS		484.50	.00	NOV 2015 SVCS
TOTAL						.00	484.50	.00	
4340									
6 /16	12/29/15	21		DEC2015	0423 THE GAS COMPANY		1,265.48	.00	DECEMBER CHARGES
6 /16	12/29/15	21		DEC2015	0423 THE GAS COMPANY		789.29	.00	DECEMBER CHARGES
TOTAL						.00	2,054.77	.00	
TOTAL						.00	2,655.22	.00	

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DATE: 12/29/2015  
TIME: 15:40:58

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 4  
AUDIT11

SELECTION CRITERIA: transact.yr='16' and transact.batch='VC122215'  
ACCOUNTING PERIOD: 6/16

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

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310					PROFESSIONAL CONTRACT SVC				
6 /16	12/29/15	21		177320	5035 LEMOORE ANIMAL C		243.38	.00	OFFICE VISIT/EXAM
6 /16	12/29/15	21		177538	5035 LEMOORE ANIMAL C		113.00	.00	OFFICE VISIT/EXAM
6 /16	12/29/15	21		15-013	6135 J & J INVESTIGAT		773.60	.00	BACKGROUND/HENDERSON
TOTAL					PROFESSIONAL CONTRACT SVC	.00	1,129.98	.00	
4320					MEETINGS & DUES				
6 /16	12/29/15	21		9132	5829 JONES BOYS LLC		59.13	.00	RECRUITMENT BANNER
TOTAL					MEETINGS & DUES	.00	59.13	.00	
TOTAL					POLICE	.00	1,189.11	.00	



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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 5  
AUDIT11

SELECTION CRITERIA: transact.yr='16' and transact.batch='VC122215'  
ACCOUNTING PERIOD: 6/16

FUND - 001 - GENERAL FUND  
BUDGET UNIT - 4222 - FIRE

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
6 /16	12/29/15	21		NOV2015	0313 LEMOORE VOLUNTEE		7,355.00	.00	NOV MONTHLY CALLS
TOTAL						.00	7,355.00	.00	
TOTAL						.00	7,355.00	.00	

PEI  
DATE: 12/29/2015  
TIME: 15:40:58

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 6  
AUDIT11

SELECTION CRITERIA: transact.yr='16' and transact.batch='VC122215'  
ACCOUNTING PERIOD: 6/16

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

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
6 /16	12/29/15	21		82899	0876 QUAD KNOFF, INC.		7,264.71	.00	15/16 PLANNING SVCS
TOTAL						.00	7,264.71	.00	
TOTAL						.00	7,264.71	.00	

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DATE: 12/29/2015  
TIME: 15:40:58

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 7  
AUDIT11

SELECTION CRITERIA: transact.yr='16' and transact.batch='VC122215'  
ACCOUNTING PERIOD: 6/16

FUND - 001 - GENERAL FUND  
BUDGET UNIT - 4231 - STREETS

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340					UTILITIES				
6 /16	12/29/15	21		DEC150405654	0363 P G & E		52.24	.00	11/18/15 - 12/16/15
6 /16	12/29/15	21		DEC150475158	0363 P G & E		986.13	.00	11/17/15 - 12/15/15
6 /16	12/29/15	21		DEC153606272	0363 P G & E		6,757.40	.00	11/17/15 - 12/15/15
6 /16	12/29/15	21		DEC156780068	0363 P G & E		98.01	.00	11/13/15 - 12/12/15
TOTAL					UTILITIES	.00	7,893.78	.00	
TOTAL					STREETS	.00	7,893.78	.00	
TOTAL					GENERAL FUND	.00	342,513.50	.00	

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DATE: 12/29/2015  
TIME: 15:40:58

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 8  
AUDIT11

SELECTION CRITERIA: transact.yr='16' and transact.batch='VC122215'  
ACCOUNTING PERIOD: 6/16

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

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									OPERATING SUPPLIES
6 /16	12/29/15	21		50056471	2671 KELLER MOTORS		209.24	.00	ELEMENT/GASKET KIT
6 /16	12/29/15	21		141520	0286 LAWRENCE TRACTOR		237.49	.00	CHAIN LOOPS
6 /16	12/29/15	21		25038	0634 TERMINAL AIR BRA		55.06	.00	GOVERNOR
6 /16	12/29/15	21		CALEM16188	5866 FASTENAL COMPANY		162.57	.00	GLOVES/ROLLS
TOTAL						.00	664.36	.00	
4230									REPAIR/MAINT SUPPLIES
6 /16	12/29/15	21		F001962136	1505 FRESNO TRUCK CEN		161.54	.00	PARK BRAKE VALVE
6 /16	12/29/15	21		15131	6538 FEROMA MOTORSPOR		285.96	.00	DUNLOP TIRE/UNIT 27
6 /16	12/29/15	21		F696407	0799 GOLDEN STATE PET		192.46	.00	SWITCH-WIPER
6 /16	12/29/15	21		C17452	5181 HAAKER EQUIPMENT		983.85	.00	CARBIDE RUNNER
6 /16	12/29/15	21		C18157	5181 HAAKER EQUIPMENT		502.36	.00	CAGE FLOAT
6 /16	12/29/15	21		C17908	5181 HAAKER EQUIPMENT		127.22	.00	FILTER HYDRAULIC
6 /16	12/29/15	21		68793	6146 HANFORD CHRYSLER		237.43	.00	INSULATORS
6 /16	12/29/15	21		68858	6146 HANFORD CHRYSLER		31.14	.00	THERMOSTAT
6 /16	12/29/15	21		4109880	6370 HERWALDT MOTORSP		896.24	.00	REPAIR ORDER/BMW
6 /16	12/29/15	21		25039	0634 TERMINAL AIR BRA		233.90	.00	VALVE SPRING BRAKE
6 /16	12/29/15	21		5040310	2671 KELLER MOTORS		66.92	.00	INTERIOR DOOR HANDLE
6 /16	12/29/15	21		5040366	2671 KELLER MOTORS		62.64	.00	NEUTRAL SAFETY SWITCH
6 /16	12/29/15	21		5040714	2671 KELLER MOTORS		-752.50	.00	RETURNED/TRANS
6 /16	12/29/15	21		5040766	2671 KELLER MOTORS		211.22	.00	END LINKS
6 /16	12/29/15	21		5040851	2671 KELLER MOTORS		16.90	.00	END LINK BOLTS/NUTS
6 /16	12/29/15	21		5040880	2671 KELLER MOTORS		57.75	.00	HANDLE
6 /16	12/29/15	21		5040989	2671 KELLER MOTORS		27.05	.00	VALVE
6 /16	12/29/15	21		24768	0634 TERMINAL AIR BRA		236.87	.00	PAD SETS/ROTORS
6 /16	12/29/15	21		6916756-00	5379 TURF STAR		179.78	.00	ARM-ANTI SWAY
6 /16	12/29/15	21		3350067	1908 BATTERY SYSTEMS		193.50	.00	BATTERIES
6 /16	12/29/15	21		1417	6652 LK UNLIMITED		1,831.90	.00	OIL COOKER KIT
6 /16	12/29/15	21	6984	-01 5040379	2671 KELLER MOTORS		-49.37	49.37	REMANUFACTURED TRANSMISSI
6 /16	12/29/15	21	6984	-01 5040344	2671 KELLER MOTORS		1,849.37	-1,849.37	REMANUFACTURED TRANSMISSI
6 /16	12/29/15	21	6984	-02 5040379	2671 KELLER MOTORS		-19.20	19.20	CORE CHARGE
6 /16	12/29/15	21	6984	-02 5040344	2671 KELLER MOTORS		719.20	-719.20	CORE CHARGE
6 /16	12/29/15	21	6984	-03 5040379	2671 KELLER MOTORS		-5.14	5.14	TAX
6 /16	12/29/15	21	6984	-03 5040344	2671 KELLER MOTORS		192.64	-192.64	TAX
TOTAL						.00	8,471.63	-2,687.50	
4825									MACHINERY & EQUIPMENT
6 /16	12/29/15	21		12101516243	0910 SNAP ON TOOLS		365.45	.00	ANGLE DIE GRINDER
TOTAL						.00	365.45	.00	
TOTAL						.00	9,501.44	-2,687.50	
TOTAL						.00	9,501.44	-2,687.50	

PEI  
DATE: 12/29/2015  
TIME: 15:40:58

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='16' and transact.batch='VC122215'  
ACCOUNTING PERIOD: 6/16

FUND - 050 - WATER  
BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340					UTILITIES				
6 /16	12/29/15	21		DEC2015	0423 THE GAS COMPANY		51.45	.00	DECEMBER CHARGES
6 /16	12/29/15	21		DEC158260011	0363 P G & E		6,269.52	.00	11/6/15 - 12/8/15
TOTAL					UTILITIES	.00	6,320.97	.00	
TOTAL					WATER	.00	6,320.97	.00	
TOTAL					WATER	.00	6,320.97	.00	

PEI  
DATE: 12/29/2015  
TIME: 15:40:58

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 10  
AUDIT11

SELECTION CRITERIA: transact.yr='16' and transact.batch='VC122215'  
ACCOUNTING PERIOD: 6/16

FUND - 085 - PBIA  
BUDGET UNIT - 4270 - PBIA

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4330									
6 /16	12/29/15	21		60008812NOV	6080 LEE CENTRAL CALI		200.00	.00	MOBILE BANNER AD/PAW
TOTAL						.00	200.00	.00	
TOTAL						.00	200.00	.00	
TOTAL						.00	200.00	.00	

PEI  
DATE: 12/29/2015  
TIME: 15:40:58

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 11  
AUDIT11

SELECTION CRITERIA: transact.yr='16' and transact.batch='VC122215'  
ACCOUNTING PERIOD: 6/16

FUND - 090 - TRUST & AGENCY  
BUDGET UNIT - 4295 - TRUST & AGENCY

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4430									
6 /16	12/29/15	21		12292015	0306 LEMOORE HIGH SCH		102,117.52	.00	IMPACT FEES 7/1-11/30
6 /16	12/29/15	21		12292015	0301 LEMOORE UNION SC		110,317.52	.00	IMPACT FEES 7/1-11/30
TOTAL						.00	212,435.04	.00	
TOTAL						.00	212,435.04	.00	
TOTAL						.00	212,435.04	.00	
TOTAL REPORT						.00	570,970.95	-2,687.50	

PEI  
DATE: 12/29/2015  
TIME: 15:47:50

CITY OF LEMOORE  
GENERAL LEDGER TRANSACTION ANALYSIS

PAGE NUMBER: 1  
AUDIT311

SELECTION CRITERIA: account.acct between '2000' and '2999' AND transact.yr='16' and transact.batch='VC122215'  
ACCOUNTING PERIOD: 6/16

FUND - 001 - GENERAL FUND

ACCOUNT	DATE	T/C	REFERENCE	VENDOR/PAYER	DEBIT	CREDIT	DESCRIPTION
2020							
							ACCOUNTS PAYABLE
6 /16	12/29/15	21		6546 SHARON SCOTT		2,000.00	2016 REC GUIDE DESIGN
6 /16	12/29/15	21		T1476 LEMOORE AQUAJETS		3,967.58	REIMBURSE AQUAJET EXP
6 /16	12/29/15	21		6644 MESTMAKER INSURANCE		727.48	PAL INSURANCE - 2016
TOTAL				ACCOUNTS PAYABLE	.00	6,695.06	
2248							
							RECREATION IN/OUT
6 /16	12/29/15	21		6546 SHARON SCOTT	2,000.00		2016 REC GUIDE DESIGN
TOTAL				RECREATION IN/OUT	2,000.00	.00	
2291							
							AQUA JETS
6 /16	12/29/15	21		T1476 LEMOORE AQUAJETS	3,967.58		REIMBURSE AQUAJET EXP
TOTAL				AQUA JETS	3,967.58	.00	
2307							
							POLICE ACTIVITY LEAGUE
6 /16	12/29/15	21		6644 MESTMAKER INSURANCE	727.48		PAL INSURANCE - 2016
TOTAL				POLICE ACTIVITY LEAGUE	727.48	.00	
TOTAL				GENERAL FUND	6,695.06	6,695.06	
TOTAL REPORT					6,695.06	6,695.06	



PEI  
DATE: 12/29/2015  
TIME: 15:46:32

CITY OF LEMOORE  
REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 1  
AUDIT31

SELECTION CRITERIA: transact.yr='16' and transact.batch='VC122215'  
ACCOUNTING PERIOD: 6/16

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

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
3625	CIVIC AUDITORIUM RENTAL						
6 /16	12/29/15	21 0	12182015	T2106 MARIA PIMENTEL		-150.00	
TOTAL	CIVIC AUDITORIUM RENTAL				.00	-150.00	.00 REFUND/VETERANS HALL
TOTAL	GENERAL FUND				.00	-150.00	.00
TOTAL	GENERAL FUND				.00	-150.00	.00
TOTAL REPORT					.00	-150.00	.00