

Mayor
John Murray
Mayor Pro Tem
John Grego
Council Members
Mary Hornsby
Ed Martin
Willard Rodarmel



**Redevelopment
Division**

119 Fox Street
Lemoore • CA 93245
Phone • (559) 924-6704
FAX • (559) 924-9003

Staff Report

ITEM
NO.

15

To: Lemoore Redevelopment Agency Board
From: Judy Holwell, Redevelopment Project Manager
Date: July 9, 2008
Subject: Kings County Office of Education – Request for Funds

Discussion

Attached is a letter from Kings County Office of Education (KCOE) requesting financial support for their Lemoore Support Center, which is intended to be located at 850 'D' Street in Lemoore (the Site). On January 16, 2007, during a Redevelopment Agency meeting, Steve Corl, Assistant Superintendent, Business Services for KCOE, briefed the Board on this project. It was noted at the time that because there are two buildings at the Site to be rehabilitated, they would be eligible to receive Façade Improvement Loan/Grant funds in the amount of \$100,000. Mr. Corl informed the Board that they may be back to request funding.

Since that time, staff has been working with KCOE to bring this project to fruition. As you know, this area, which is just east of the new John D's Restaurant, has been underutilized for more than 10 years and is contributing to the blight in the community. In addition, it is near one of the main entrances to our community. Elevations of the proposed façades are attached which show significant improvement to the aesthetics of the buildings. After extensive review of the improvements necessary to complete the entire project (interior, exterior and site), KCOE has determined that the estimated cost is \$4,384,622 in addition to the cost for property acquisition, equipment and furnishings, which equals a grand total of \$6,022,282.

Attached is detailed information pertaining to the background of the project, cost estimate and community benefit, in addition to an explanation of their financial request from the Agency in the amount of \$500,000. Staff has reviewed the information and has determined that aside from the aesthetical value that the project brings, there are additional benefits to the community as well. KCOE touts 42 jobs with an annual payroll of over \$2,000,000. It should be noted that these would not be new jobs to the community or county; however, we anticipate that a portion of the income will be captured by Lemoore businesses that currently is being spent in Hanford.

The greater benefit to the community may be in the form of a long-term agreement with the City/Agency for the use of certain facilities at the Site. KCOE offers that they would allow use of the conference facilities, computer lab and tennis courts. In determining a value for such uses, staff estimates the benefit to the City/Agency and public over a 20-year period to be approximately \$10,000 per year for a total of \$200,000.

Because there is great value to the community in the form of improving the aesthetics of a main entrance, increased income that may stay in the community, and the use of certain facilities, staff recommends that the Agency Board consider a financial contribution to KCOE in the amount of \$300,000 contingent upon the execution of a 20-year agreement for facilities use and the addition of the façade improvements presented.

Budget Impact:

The Redevelopment Agency Capital Projects Fund will require a budget adjustment in the amount of \$300,000.

Recommendation:

That the Agency Board approve a \$300,000 contribution to the Kings County Office of Education for the Lemoore Support Center in exchange for the community benefits realized by the reduction of blight and the use of the facilities for 20 years; and

That the Agency Board direct staff to negotiate an agreement with the Kings County Office of Education which shall include the use of facilities for 20 years and the addition of the façade improvements.

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

This Economic Development Assistance Agreement (the "Agreement") is entered into as of _____, 2009 (the "Effective Date"), by and between the CITY OF LEMOORE, a California municipal corporation (the "City"), the LEMOORE REDEVELOPMENT AGENCY (the "Agency"), and KINGS COUNTY OFFICE OF EDUCATION (the "County Office"), with respect to the following facts:

RECITALS

- A. The County Office intends to remodel the Kings Racquet Ball Court and create a Lemoore Service Center that will operate support services to Kings County Public schools as described in the County Office letter dated July 8, 2008, and which is attached hereto as Exhibit "A" (the "Project").
- B. In order to make the Project financially feasible, the County Office has requested financial and other assistance from the City and/or Agency with regard to certain improvements described in Recital "A" that will cost the County Office in excess of \$6,000,000. The City and Agency have considered the County Office's request and have determined that such assistance, on the terms set forth in this Agreement, will be of great public benefit to the City, the Project Area, the community and its residents in that (i) it will promote the economic development goals of the City by helping to attract and retain a new business in the City, creating employment opportunities for City residents, and (ii) it will assist the Lemoore Redevelopment Agency (the "Agency") with elimination and prevention of spread of blight and deterioration within the Project Area by aiding redevelopment of vacant, unused property with needed public facilities and increasing employment opportunities in the Project Area.
- C. Such assistance is authorized by law, including, but not limited to Section 33445 of the Community Redevelopment Law (California Health & Safety Code Sections 33000 et seq.), which provides that the City and Agency may aid and cooperate with other public agencies in the planning, undertaking, construction and operation of publicly owned projects.

THEREFORE, in consideration of the foregoing and the mutual promises and agreements set forth below, the City, Agency and the County Office agree as follows:

AGREEMENT

Section 1. Obligations of the County Office.

- a) The County Office shall require all subcontractors and contractors to procure and maintain, at all times during construction and installation of the Public Improvements until completion, Workers' Compensation Insurance as required by the California Labor Code.
- b) The County Office shall insure that only appropriate licensed contractors are used in construction and installation of the Project Improvements except where

County Office force labor is used. The County Office shall be fully responsible for all activities of the County Office's laborers and contractors and their respective subcontractors and employees in connection with their work on the Public Improvements or any activities on the Site or in or on any public rights-of-way in connection with the Project or this Agreement.

- c) Construction, installation and completion of the Project Improvements shall be in addition to, and shall not relieve the County Office from, the obligation to comply with all other approval conditions imposed by the state or other responsible state and federal agencies.
- d) The County Office shall indemnify, defend and hold harmless the City, the Agency, and their respective boards, commissions, councils, officers, officials, employees and agents from any and all loss, liability, costs and damages (whether in contract, statute, tort or strict liability, including without limitation death at any time, personal injury or property damage), and from any and all suits and claims in law or equity (including attorney's fees, court costs and legal expenses), arising directly or indirectly out of or in any way connected with (i) any act, error or omission at any time by the County Office or any of the County Office's employees, contractors, subcontractors, invitees, agents or representatives in connection with this Agreement, the Project, the Public Improvements or the Site, ((ii) surface or subsurface conditions on or adjacent to the Site, whether such conditions are known or unknown, (iii) use at any time of the Site, the Project, any portion of either or any public property or right-of-way by either County Office or any of the County Office's employees, contractors, subcontractors, invitees, agents or representatives; or (iv) the design, construction, installation, operation or maintenance at any time of the Project or any portion thereof, including without limitation, construction, installation or performance of any Project Improvements (except the City actions described in Section 2).
- e) The preceding paragraph shall not apply to, and the County Office shall not be responsible for, any loss, liability, costs, damages, suits or claims caused solely by the active negligence or willful misconduct of the City, the Agency, or any of their respective officials, officers or employees acting within the scope of their authority.
- f) The County Office shall be solely responsible for determining and ensuring compliance with all federal, state and local laws and regulations applicable to construction or installation of the Project or the Project Improvements, including without limitation those concerning competitive bidding; subcontracting; contract licensing; payment of wages, benefits, overtime and other labor costs; payroll withholding; worker safety; and other similar matters. The City and Agency make no representation as to which, if any, such laws or regulations apply and shall have no direct or indirect liability or responsibility for the failure of the County Office or any of the County Office's employees, contractors or subcontractors to comply with such laws or regulations.

- g) The County Office will provide access to and maintenance of the facilities for the time period and pursuant to the terms of a separate Facilities Use Agreement between the City, the Agency, and the County Offices.

Section 2. Obligations of the City/Agency.

- a) The City and Agency agree to pay the County Office an amount not to exceed \$300,000 to facilitate the County Office's construction of the Project on the Site and in consideration of the uses described in the Facilities Use Agreement.
- b) The City shall not reimburse the County Office until 1) the notice of completion is filed, 2) the facility is in operation with staff, 3) and the City has access to facilities pursuant to the Facilities Use Agreement.

Section 3. General.

- a) This Agreement is personal to the County Office and shall not be assigned, transferred or conveyed, in whole or in part, without the City's prior written consent. The City shall not withhold its consent unreasonable.
- b) The Agreement shall bind and benefit the City, the County Office, and their respective heirs, executors, administrators, successors, assigns and transferees.
- c) All notices, demands or requests in connection with this Agreement shall be in writing and shall be given by personal delivery or first-class U.S. mail, postage prepaid, to either party at its respective address below:

To the City and the Agency:

Lemoore City Hall
Attn.: City Manager
119 Fox Street
Lemoore, CA 93245

To the County Office:

Kings County Office of Education
Attn.: Superintendent
1144 W. Lacey Blvd.
Hanford, CA 93230

Notice, demand or request given by personal delivery shall be effective upon delivery; notice, demand or request given by mail shall be effective upon receipt or three days after the postmark date, whichever is earlier.

- d) If any party commences legal action or arbitration to enforce or interpret any provision of this Agreement, the prevailing party in such action or arbitration shall be entitled to recover from the losing party or parties reasonable attorney's fees,

court costs and legal expenses in the amounts determined by the court or tribunal having jurisdiction.

- e) The provisions of this Agreement shall be interpreted and enforced, and the rights and duties (both procedural and substantive) of the parties hereunder shall be determined, according to California law.

Each party represents that this Agreement has been executed as of the Effective Date by such party or its duly authorized representative(s), as appropriate.

CITY:
CITY OF LEMOORE

COUNTY OFFICE:
KINGS COUNTY OFFICE OF EDUCATION

John F. Murray, Mayor

Superintendent

AGENCY:
LEMOORE REDEVELOPMENT
AGENCY

John F. Murray, Chair

EXHIBIT A

**Kings
County** 
Office of Education
John Stankovich, Superintendent

July 8, 2008

Mr. Jeff Britz, City Manager
City of Lemoore
Lemoore, CA

Dear Mr. Britz,

The Kings County Office of Education has been working diligently on the Lemoore Support Center. What was an old racquetball facility could be a stunning addition to the city. Our commitment has been tremendous. We would like to request support from the city for this project.

We believe that the project would provide substantial benefit to the city. The office would house 42 professional staff with over \$2.5 million in annual salary. Over 200 attendees would come to the conference center every week. Benefits would include increased sales to restaurants, gas stations, and stores. Others benefiting would be motels, support service industries, such as graphics, repair shops, and professional services.

We also believe that the elimination of the blight will demonstrate that it is good to invest in Lemoore.

Our hope is that you see the need for revitalization to the area and are willing to make small commitment compared to our investment. We look forward to our partnership together.

Sincerely,

John Stankovich
Kings County Superintendent of Schools

Attachments

Kings County Office of Education
Lemoore Service Center

Background

Current Needs

The County Office unlike a school district is more reliant on administrative office space. Currently housed in four building locations, the county office uses 26,000 square feet of office space, excluding office space at school sites. Space is divided into four locations with all, except one, being leased.

Description of the Property

Property located at 850 D Street in Lemoore has 2.46 acres with two buildings and a parking lot with 93 spaces. The lot sits next to JD's Restaurant.

The buildings on property;

1. Single story building-approximately 6,000 square feet
2. Racquet Ball Court building-approximately 6,000 square feet. This building will be remodeled to include a second floor for 12,000 square feet.

The two story building would be remodeled for office and conference room space. The single story building would be demolished and another building built on the footprint for conference facility, IT services, and workers compensation administration. At this time it is estimated that 42 staff would move into both buildings and around 200 guests would attend the conference facilities weekly.

Vision of Facility

We believe that having offices in Lemoore will allow us to provide services throughout the county. County Offices provide support to districts and staff and require easy access. It provides excellent freeway access and is centrally located to the entire community.

The facility would allow the county office to move out of two of the four locations. The building would house multiple departments and support areas. This facility will provide additional conference room space, which is necessary for in-service training and general meetings. Regular in-service trainings are offered by the county office to teachers, administrators, and staff.

Timing for Project

Since we have purchased the facility, we are currently working on the architectural plans jointly with our architectural firm and construction management firm. Our timeline slowed down significantly because of the design change of the single story building. Our estimate at this time of the project is as follows;

June 2008	Complete remodel plans
July 2008	City building plan review & approval
August 2008	Bid project
August 2008	Start project
March 2009	Complete project

About Kings County Office of Education

The Kings County Office of Education provides support and services to districts in Kings County. With an annual budget of \$30 million, it also provides educational opportunities for students attending our special education program and court/community school.

Kings County Office of Education
Lemoore Service Center

Request

Cost Estimates

At this time we have projected the following costs for the project;

Purchase	\$925,000
Remodel	\$4,384,622
Equipment & Furnishings	\$712,660
Total	\$6,022,282
KCOE Resources	\$4,825,000
Additional Resources Necessary	\$1,197,282

KCOE Commitment

The County Office has made significant commitments to the project. The property purchase and planning costs total \$1.4 million. The County Office resources include the general fund, which purchased the property, deferred maintenance funds, and lease obligation funds.

Redevelopment Request

The County Office requests \$500,000 for the remodel of the facility. This is less than 10% of the project costs and will have tremendous benefit to the city. This project will bring professional staff and conference center.

Our project is prevailing wage and will improve the area and bring staff and visitors to the area.

Breakdown of Request

Façade Improvements \$100,000

The current project would improve the façades of the two buildings. We are requesting the same amount that we would be eligible under this program.

Community Facilities \$200,000

The County Office would open the conference facilities, computer lab, and tennis courts to community use. The conference facilities could be used up to four nights a month for community based groups. 4-H, sign-ups for youth sports, and community or sports group meetings could have access to our facility. The tennis courts could be open year round during the day and during evening hours.

Kings County Office of Education
Lemoore Service Center

Economic Improvement

\$200,000

With salaries of \$2.5 million and total budgets over \$6 million dollars, Lemoore will feel the positive economic impact of the support center. The impact will be seen by increased local sales tax and improved local business transactions. If only 10% of the total salaries and other costs move to Lemoore, that impact would be improved local sales of \$600,000 per year.

Total Request

\$500,000

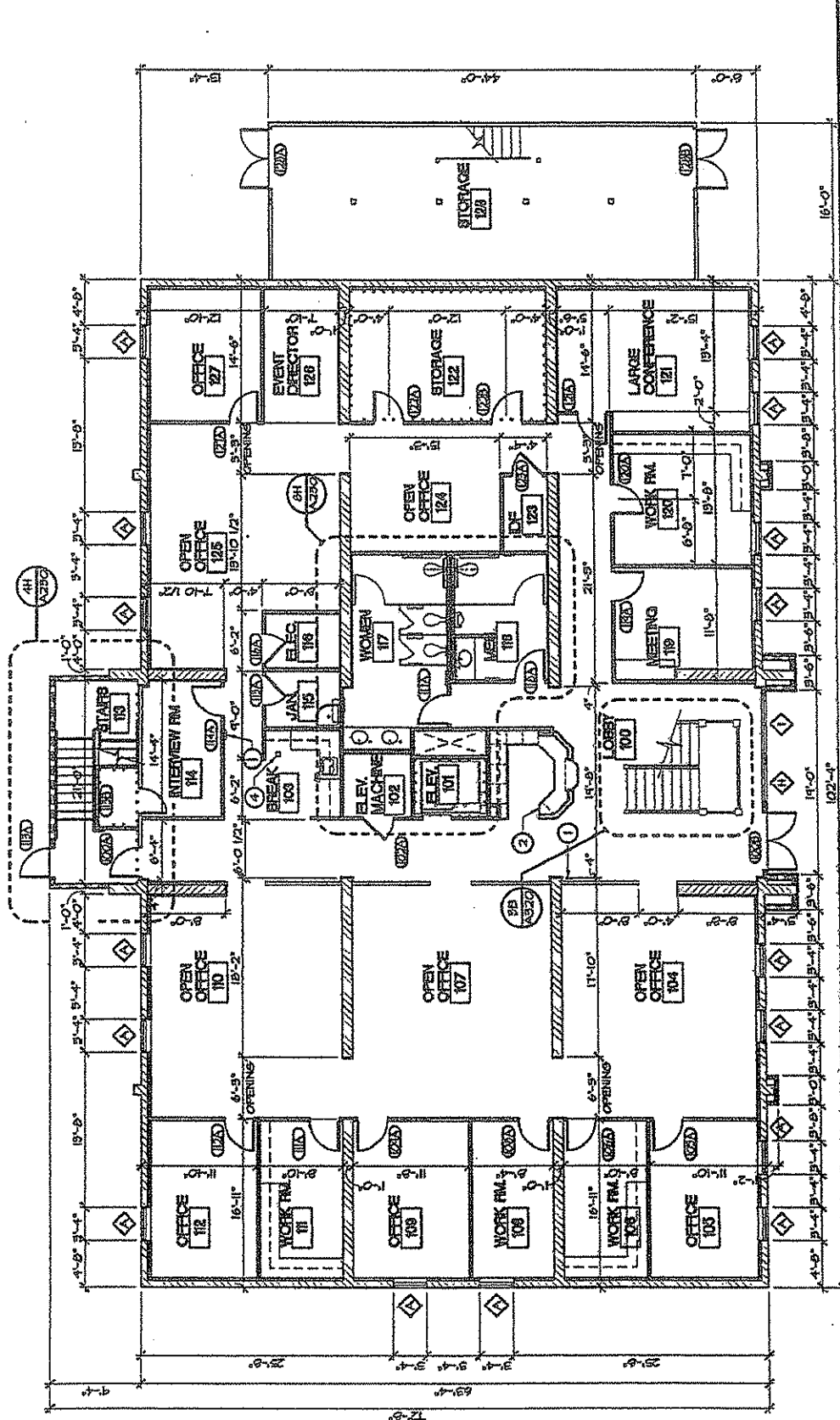
Impact of Denial/Rejection of Request

The approval of the reconstruction costs will be the next step. At the August board meeting, all resources and project costs will be presented to the board members. The project has integral components and would not be possible to reduce the project scope or costs.

Because the total cost of this project exceeds the original estimates it will be difficult to proceed without the assistance of the Lemoore Redevelopment Agency. The County Board of Education will be making a decision on completion of this project at the August 6, 2008 board meeting. Without assistance of the City, the County Board must determine if we move forward without the commitment of the city to our project. It will weigh all options, including rental, purchase or construction of facilities in other communities.

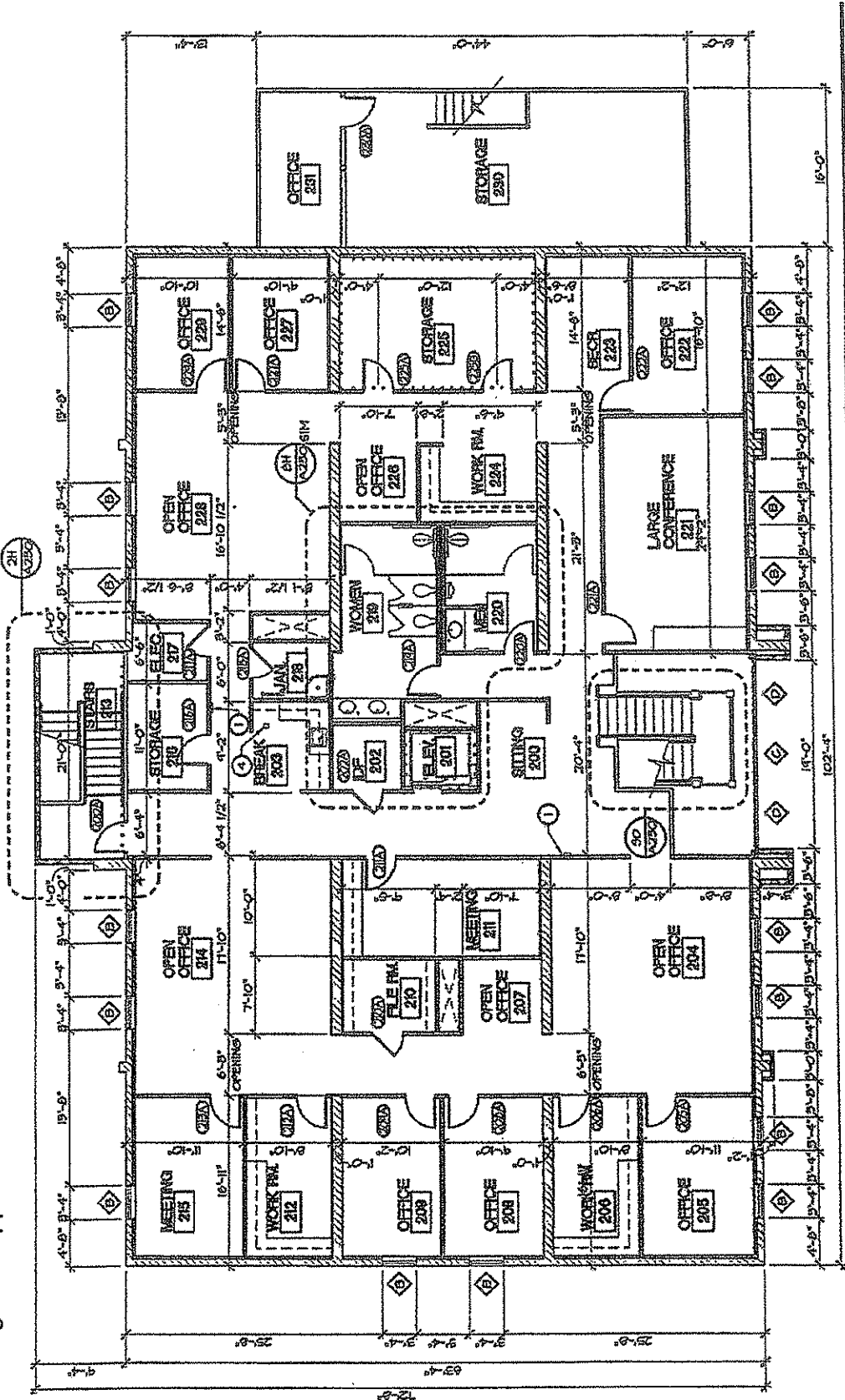
EXHIBIT B

Kings County Office of Education
 Lemmoore Service Center
 Building "A"-Support Center 1st Floor



BUILDING 'A' - FIRST FLOOR PLAN

Kings County Office of Education
 Lemoore Service Center
 Building "A"-Support Center 2nd Floor



BUILDING 'A' - SECOND FLOOR PLAN

FACILITIES USE AGREEMENT

This Facilities Use Agreement ("Agreement") is entered into this _____ day of January, 2009, by and between the City of Lemoore ("City"), Kings County Office of Education ("KCOE"), and the Lemoore Redevelopment Agency ("Agency").

RECITALS

A. KCOE has plans to rehabilitate its property located at 850 "D" Street (the "Lemoore Service Center") and has offered the City and the public the use of certain meeting and recreational facilities located at said site.

B. The City desires to arrange for the long term use of the conference and meeting rooms, and the recreational facilities located at the KCOE Lemoore Service Center for the general public.

C. The Agency has provided financial assistance to KCOE and KCOE has agreed to a repayment obligation if the benefits provided under this Agreement are not fully provided.

AGREEMENT

In consideration of the Recitals, and other consideration, the parties have made the following agreements with respect to use of the recreational and meeting facilities located at the Lemoore Service Center:

1. Conference and Facilities Use: The City and the public will be granted non-exclusive use of the meeting and recreational facilities at times set by a Use Schedule established and approved pursuant to the procedures set forth in this Agreement and Exhibit "A" attached hereto.

2. Fee and Term: The use of the meeting and recreational facilities by the City and the public for the purposes stated above and at the times agreed upon as provided herein, shall be provided at no charge to the City or the public and shall be for a term of 20 years, except as otherwise set forth in Exhibit "A".

3. Notice: All communications and contact between the parties shall be with the following persons at the listed addresses, telephone numbers and/or e-mail addresses:

City of Lemoore
Jeff Briltz, City Manager
119 Fox Street
Lemoore, California 93245
(559) 924-6700
FAX: (559) 924-9003

Kings County Office of Education
John Stankovich, Supt. of Schools
1144 W. Lacey Blvd.
Hanford, CA 93230
(559) 584-1441

4. Indemnification:

(a) KCOE and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to City or any other person for, and City shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively "Claims") which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by City-sponsored activities or classes during times/uses of Lemoore Service Center facilities under this Agreement or by the negligent or willful acts or omissions of the City, its agents, officers, directors, subcontractors or employees, committed in performing any City-sponsored services/activities under this Agreement, provided, however, said indemnity shall not apply to any claims arising out of general public usage of the facilities.

(b) The provisions of this section do not apply to claims occurring as a result of KCOE's negligence or willful acts or omissions in which case City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to KCOE or any other person for, and KCOE shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively "Claims") which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by KCOE-sponsored activities at the Lemoore Service Center or under this Agreement or by the negligent or willful acts or omissions of KCOE, its agents, officers, directors, subcontractors or employees, committed in performing any KCOE-sponsored function or activities at the Lemoore Service Center or under this Agreement.

(c) If any action or proceeding is brought against Indemnitees by reason of any of the matters against which a party has agreed to indemnify an Indemnitee as provided herein, the indemnifying party, upon notice from the Indemnitee, shall defend Indemnitees at its expense. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained under Section 8 shall ensure the indemnifying parties' obligations under this section, but the limits of such insurance shall not limit the liability of said party hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

5. Insurance: The parties agree to obtain and maintain in full force and effect during the term of this Agreement insurance, against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement.

6. Modification/Termination: The terms of this agreement may be modified by written request and subsequent agreement of the parties in writing. The terms of this agreement may be terminated by either party by giving 30 days written notice, following the 20 year term.

CITY OF LEMOORE

KINGS COUNTY OFFICE OF EDUCATION

By, _____
Jeff Britz, City Manager

By, _____
John Stankovich,
Superintendent of Schools

EXHIBIT "A"
TO THE FACILITIES USE AGREEMENT
BETWEEN THE CITY OF LEMOORE ("CITY"),
THE LEMOORE REDEVELOPMENT AGENCY ("AGENCY") AND
THE KINGS COUNTY OFFICE OF EDUCATION ("KCOE")

TENNIS COURTS

The tennis courts are owned by the KCOE. They are located along the north side of the front parking lot, west of Building "A" (two-story building). The tennis court facilities include two full courts with nets, lights, and play surface. Since KCOE wishes to provide a benefit to the community and the city, the tennis courts will be open to the public.

Hours of Operation

The hours of operation are projected to be from 5 a.m. to midnight, seven days a week. Courts will remain unlocked.

If problems exist, loitering, illegal activities, or excessive noise or traffic, then the problems will be addressed to the City Recreation Department. Problems will be resolved cooperatively by both parties. Unresolved problems may require reduced hours and/or early closure.

Operational and Utility Costs

KCOE will have operational push button timed lights on the courts. All utilities are to be paid by KCOE. KCOE will also at least monthly, blow any debris off the surface of the courts.

Signage

The City/Agency may place a sign no larger than 4' by 4' facing the street. The City/Agency is responsible for the creation, installation, and maintenance of the sign. Any sign will bear the KCOE logo and also state: "Thanks to the Kings County Office of Education for their support of city recreation."

Maintenance of Tennis Courts

The tennis courts will be resurfaced and new nets installed prior to release of funds to KCOE. KCOE will be responsible for maintaining the nets as needed and resurfacing the courts approximately every seven years as necessary. KCOE will also be responsible for fencing, lighting, electrical, and parking facilities.

Future Use of Tennis Courts

If the KCOE decides to use the space of the tennis courts for future office space, sells the property, or stops community use of the tennis courts, KCOE will repay the Agency a prorated amount of \$200,000 based on the following schedule and as shown on Attachment "A".

- Year 1-5 Repayment of full \$200,000 to the Agency
- Year 6-15 Repayment will decrease \$15,000 annually
- Year 16-20 Repayment will decrease \$10,000 annually

Liability Coverage

The tennis courts are the property of the KCOE. The use is to benefit the City. Each party will have sufficient liability coverage for the facility. Each party agrees to hold each other harmless for their actions. The City will have coverage for the recreational use of the facilities by the public. It is agreed that the City’s liability coverage will be primarily responsible for all recreational claims.

CONFERENCE CENTER AND MEETING ROOMS

The KCOE is constructing a facility with meeting rooms and a conference center. The following lists the space available for meetings and events:

Location	Room Name/No.	Room Size (approx.)
Building “A” First Floor	Meeting Room 121	225
Building “A” First Floor	Meeting Room 119	175
Building “A” Second Floor	Meeting Room 221	360
Building “B”	Conference Room A – 305	900
Building “B”	Conference Room B – 306	900

Community Use

Community groups, such as 4H, local sports clubs, parent-teacher associations, church groups, etc. are responsible for scheduling and cleaning of the used facilities. The City will not provide cleaning, security, or any warranty by the use of community groups. All community groups will be responsible for cleaning, security and supplies. Any group that creates damage or additional costs to the KCOE will not be allowed to return unless all costs are paid.

Hours of Use

Meeting rooms are located in Building “A” and will be available from the hours of 8:30 a.m. to 4:30 p.m. on normal business days. The Conference Center (Building “B”) is available after normal business hours and weekends. Users will be provided a key card for access to the facility. Other times may be permitted depending upon availability. Hours may be limited by City Ordinance.

City Responsibility

The City shall be responsible for cleaning of facilities when such use is scheduled by a City employee for a City function.

Incidental Use of Other Space

When City or community groups use the KCOE facilities, use of the break rooms and restrooms are allowed.

Schedule of Use

The schedule for Community and City use must be made at least one week before the event. Events may not be scheduled earlier than 60 days before the event. Regular monthly meetings may be scheduled no earlier than July 31st for

the fiscal year. All scheduled use by community groups will remain tentative until each group executes a use agreement with the KCOE. This document serves as the City's agreement for use.

Operational and Utility Costs

KCOE agrees to not charge for community use of the facility. The cost that KCOE will be responsible for includes maintenance, utilities, furniture, and equipment. Extensive set-up time that requires additional staff time may be refused. If on-site supervision or security is necessary, those costs will be charged back to the community organization. Any damage to furniture, carpet, fixtures, or equipment, or loss of supplies will also be charged back to the community organization.

Facility Use Procedures

The Kings County Board of Education approves the facility use procedures. They are made to accommodate the use of public facilities. All uses must be made under those procedures which may be altered.

Future Use of Conference Center and Meeting Rooms

The use of the Conference Center and Meeting Rooms will remain available for City and community groups for 20 years. If the KCOE sells the property or discontinues such use, the KCOE will repay the Agency a prorated sum as shown on Attachment "A".

ATTACHMENT "A"

**REPAYMENT SCHEDULE TO LEMOORE REDEVELOPMENT AGENCY
AS SPECIFIED IN THE
FACILITY USE AGREEMENT BETWEEN THE CITY OF LEMOORE ("CITY"),
THE LEMOORE REDEVELOPMENT AGENCY ("AGENCY") AND
THE KINGS COUNTY OFFICE OF EDUCATION ("KCOE")**

Year	Repayment Amount
1	\$200,000
2	\$200,000
3	\$200,000
4	\$200,000
5	\$200,000
6	\$185,000
7	\$170,000
8	\$155,000
9	\$140,000
10	\$125,000
11	\$110,000
12	\$95,000
13	\$80,000
14	\$65,000
15	\$50,000
16	\$40,000
17	\$30,000
18	\$20,000
19	\$10,000
20 and thereafter	\$0