

12/18/18  
City Council Meeting

Handouts received after  
agenda posted

December 18, 2018





# About KWRA

## JPA

- JPA formed in 1989
  - Hanford
  - Lemoore
  - Corcoran
  - County of Kings
- Regional approach to waste management in Kings County
- Meet requirements of AB 939 – 50% Diversion
- AB 341
- AB 1826
- SB 1383

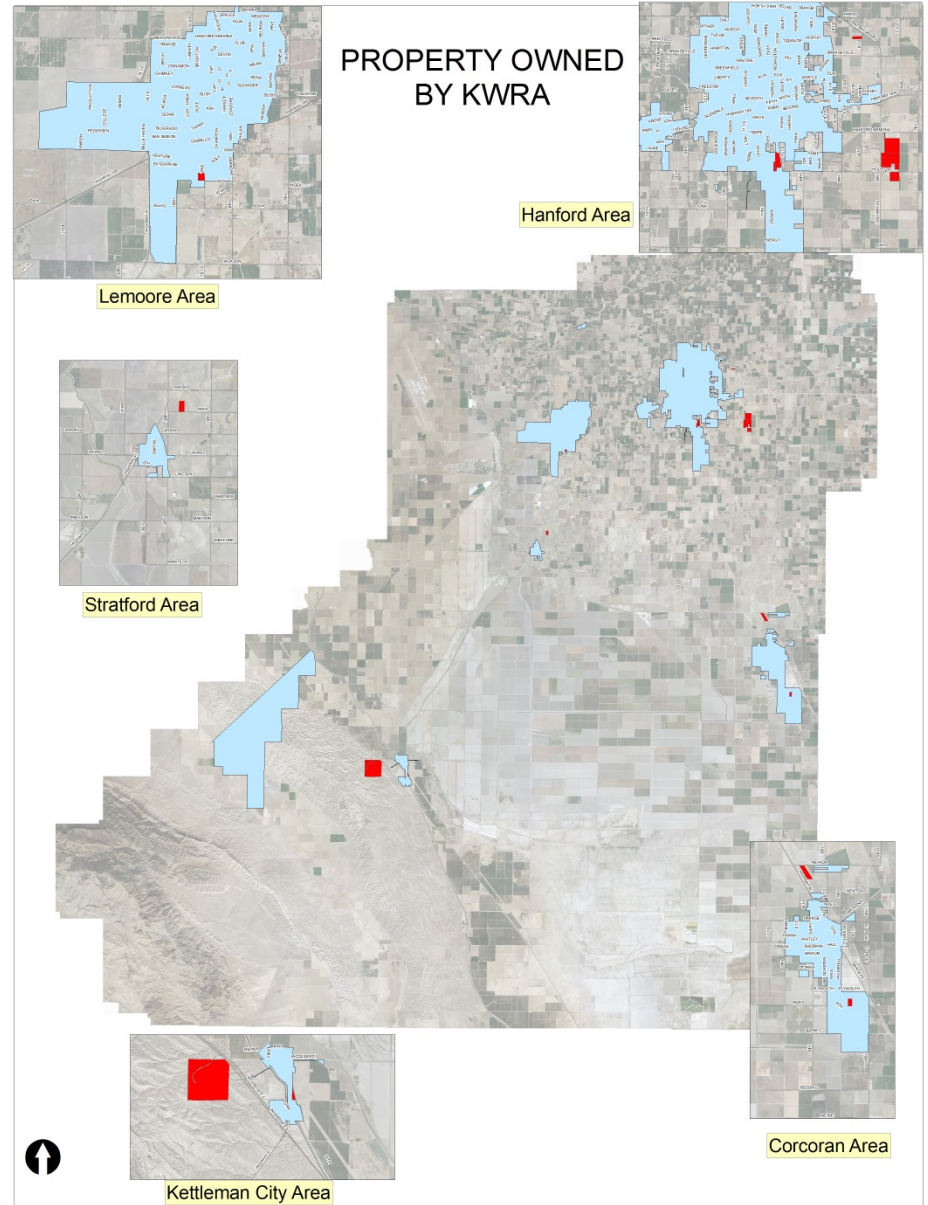
## Programs

- Transfer station
  - Tires
  - C&D
  - Metal
  - Organic (Wood/Green/Food)
- Mattresses
- HHW
- Sharps
- E-Waste, U-Waste
- Roll Off
- Landfill Corrective Action and Post Closure Maintenance
- MRF (opened in 1995)



## Landfill Sites

- Hanford
- Houston Ave
- Corcoran - Nevada
- Kettleman
- Plymouth
- Stratford
- Lemoore



# Landfill Closures

- Corcoran Landfill
  - Active 1973-1990
  - Completed closure construction Summer 1997
  - \$880,000 closure costs funded by KWRA
- Hanford Landfill
  - Active 1973-1997
  - Completed Closure Construction July 2000
  - \$3.9M closure costs funded by KWRA
- Houston Ave Landfill
  - Active 1950s – 1970



# Financial Assurance (Title 27)

## Corrective Action and Post Closure Maintenance

### Corcoran

- 15 year PCM
  - \$578,339
- 30 year CA
  - \$178,832

### Hanford

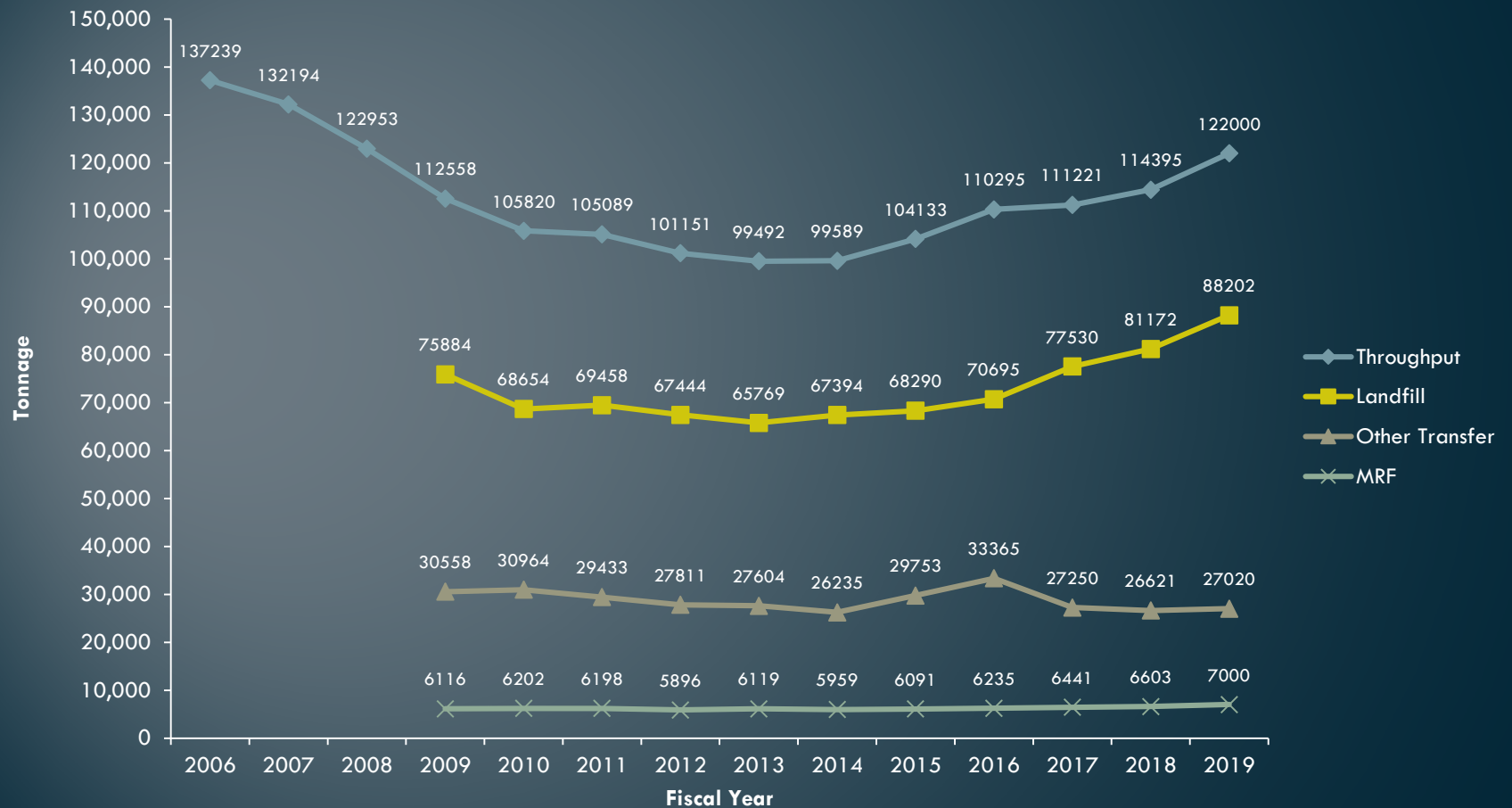
- 16 year PCM
  - \$1,435,350
- 30 year CA
  - \$384,233

### Houston

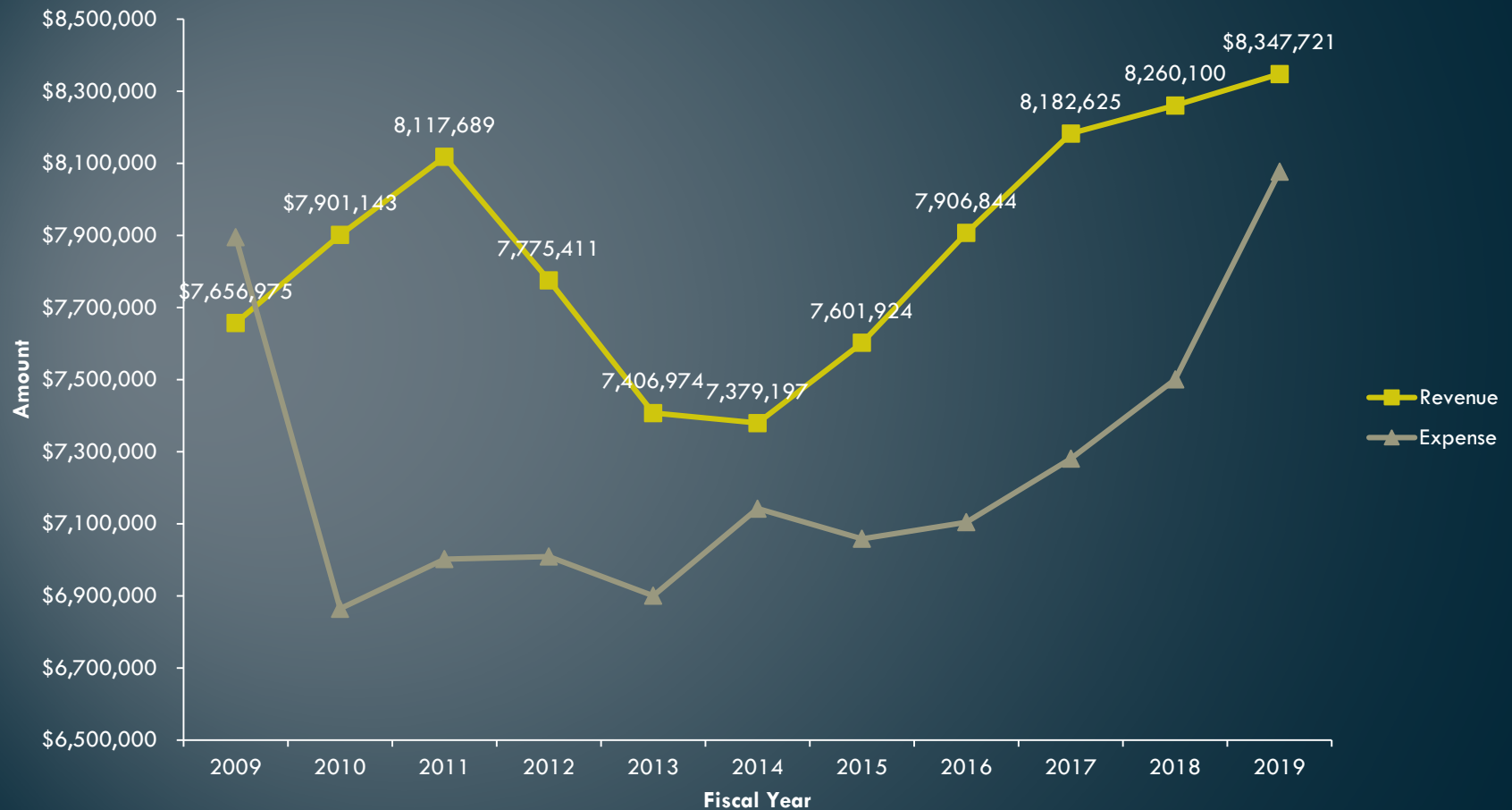
- No PCM
- 30 year CA
  - \$216,695

- PCM required for sites that were in operation after January 1, 1988
- CA required for sites that were in operation after July 1, 1991
- Increases annually by inflation factor
- Pledge of Revenue
- Although a 15-30 projected cost, municipally owned facilities typically never get to stop funding activities

# MRF and Transfer Station Tonnage History



# Budget History



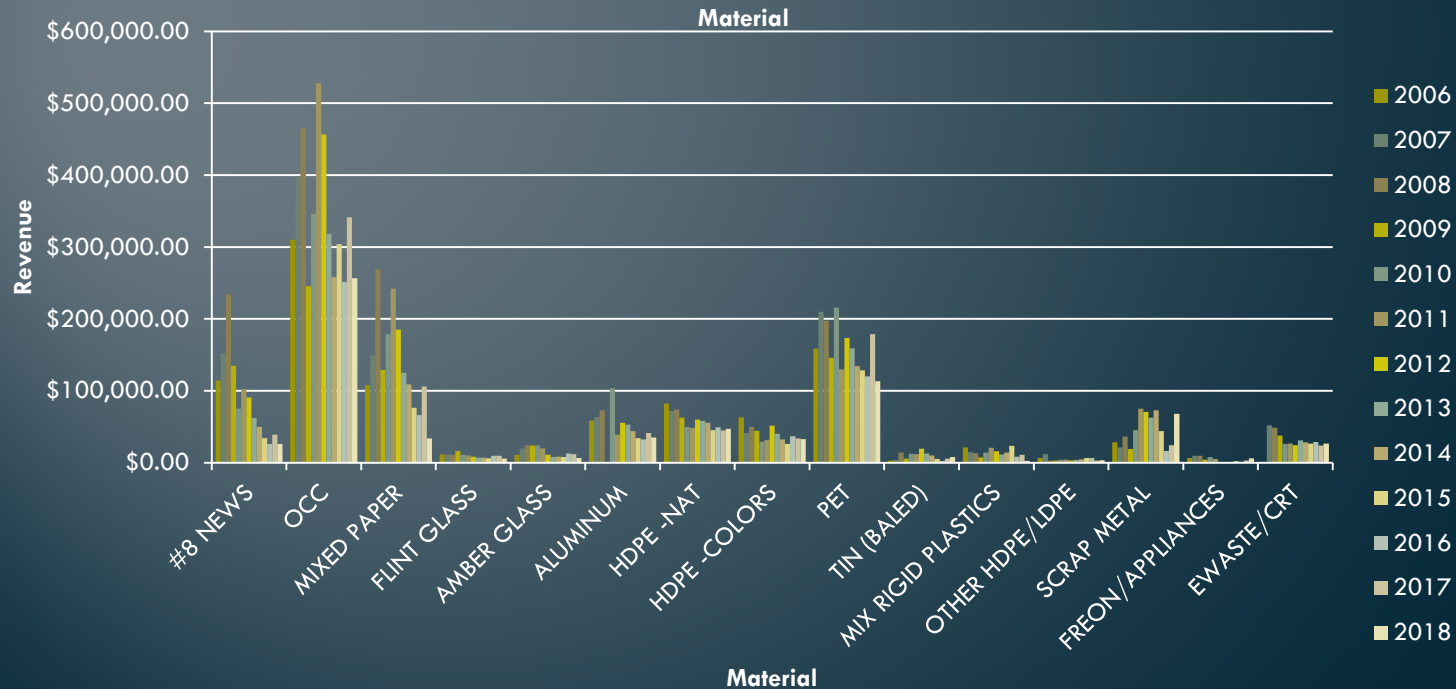
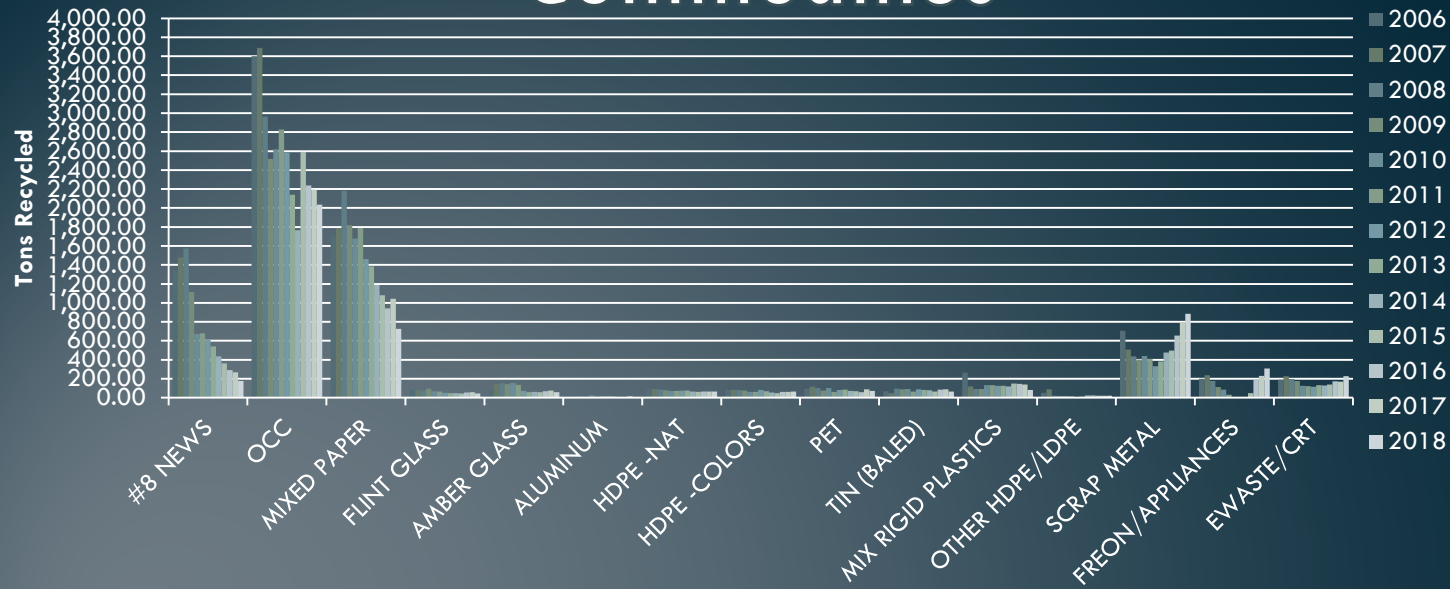
1994 - \$14M bond to build KWRA Facility

2004 - Refinanced bond \$9.28M

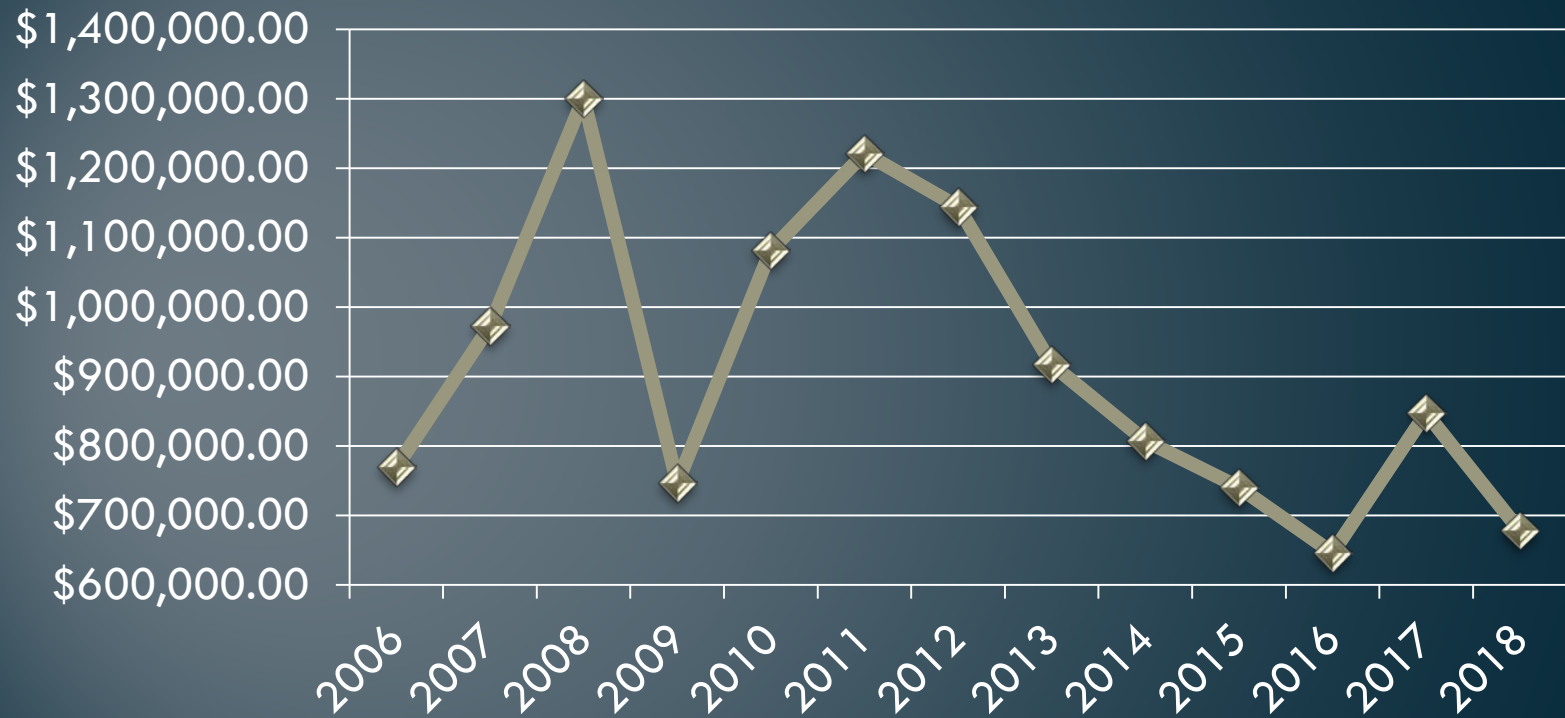
2012 - Bond paid off; 2 years early saving \$130,000 in interest



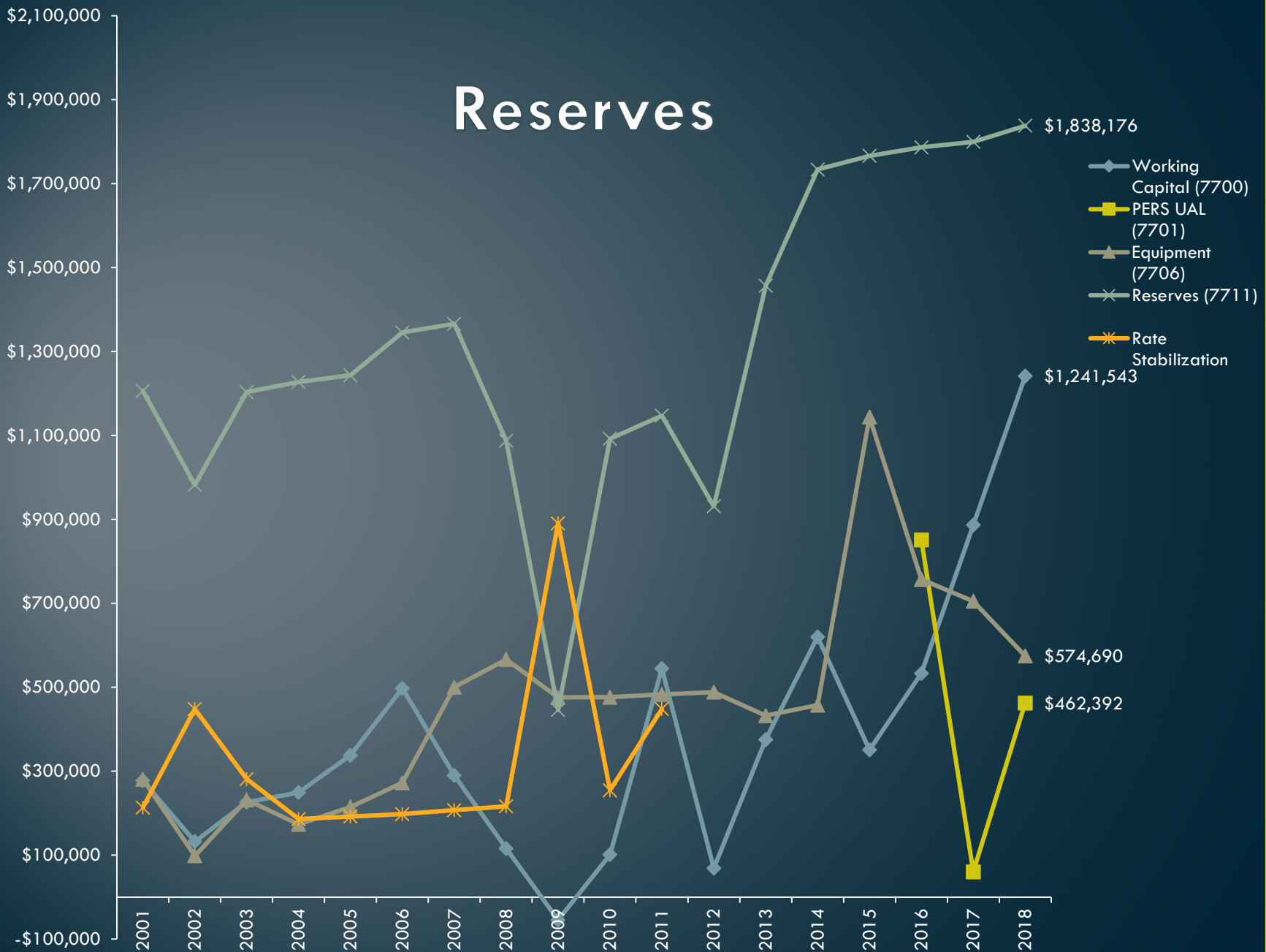
# Commodities



# Commodities Con't.



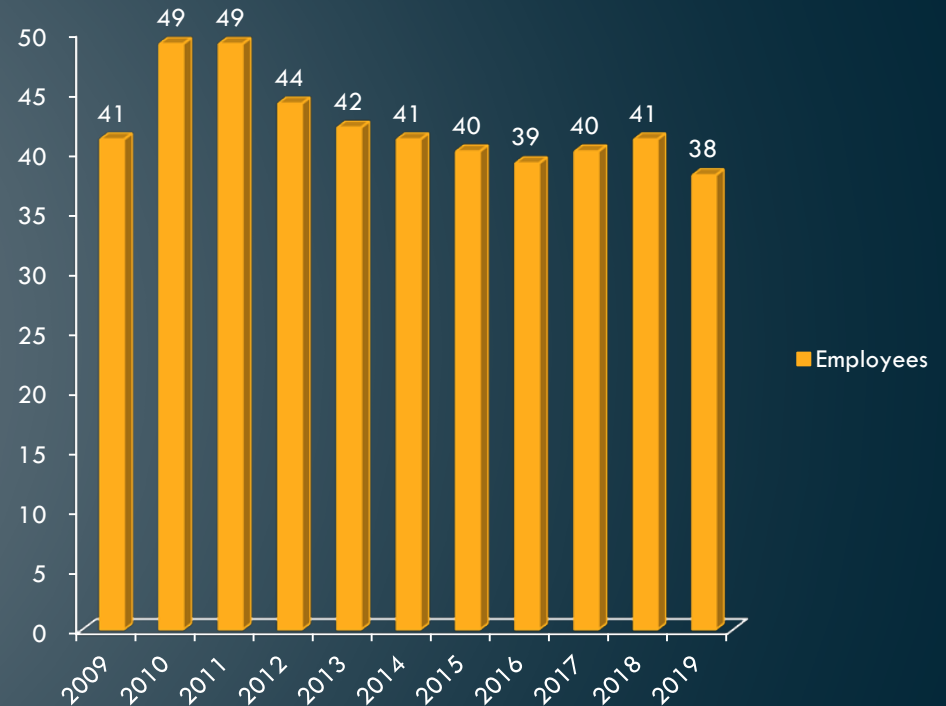
# Reserves





# Staffing Levels

## Salary



\*2009 furlough 8 hours a week from 40 to 32 hours/week

\*2010-2015 36 hours/week

# Tipping Fee

## Transfer Station (per ton)

	KWRA	CARTS	Mid Valley (Kerman)	Mid Valley Fresno	Carousel	Pena's Disposal
General Refuse	\$75	\$70	\$40	\$55	\$0	\$38
Recyclables	\$11	\$0*	\$20**	\$20**	\$20*	\$0*
Wood/Green	\$40	\$70	\$20	\$25	\$0	\$38

## Landfill (per ton)

CWM	American	Visalia	Fairmead	Avenal	Shafter-Wasco
\$28.98***	\$24.23	\$34	\$46	\$44	\$45

## Historic Refuse Tipping Fee

1993	1995	1999	2001	2002	2009
\$45	\$58	\$50	\$67	\$70	\$75
MRF/TX/ Compost	MRF/TX/ Compost	Decreased costs associated with activities	AB939/Disposal Fees/Landfill Monitoring	AB939/Disposal Fees/Landfill Monitoring	Transfer and disposal costs

## Historic Recyclable Tipping Fee

1997 Prior	1998	1999	2009
\$60	\$46	\$45	\$11.25 for members

\* prices set to increase due to commodity market

\*\* Currently no charge, but looking to increase. Also charge a \$50/load handling fee

\*\*\* price/ton of disposal + \$1.40/ton BOE.

# Tipping Fee – Why \$75

- Disposal and Transportation
  - \$40/ton
- HHW
  - \$1.94/ton
- Oil
  - .04/ton
- E-Waste/U-Waste
  - .08/ton
- Sharps
  - .36/ton
- Landfill Legacy Costs
  - \$4.85/ton
- Salaries
  - \$7.65/ton
- Operational Costs (maint/equip)
  - \$7.91
- MRF
  - \$12.67/ton
- C&D
  - .54/ton
- Programs with a surplus include
  - Wood/Green/Food
    - \$3.65/ton
- Total = \$72.39/ton
  - Remainder to reserve

Shortfalls calculated based on distribution of landfilled tonnage



# Where Are We?

- Consultants brought in to evaluate system in April 2018
- Cost of Service Study
  - MRF
  - Transfer Station
  - Roll-Off
  - Landfill Legacy Costs
- MRF Evaluation and Proforma Recommendations
- 10 Year Financial Plan – 5 Year Rate Adjustment
  - On Hold

## Things to Know

- No Immediate Emergency
- Request for Tipping Fee Decrease
- Useful Life of Equipment
  - 3-5 years vs 5-8 years
- Lack of Planning
  - Not poor performance

# Cost of Service Study

	MRF	Transfer Station			Roll-Off	Landfill PCM & CA	TOTAL
		Solid Waste	Green Waste   Food Waste	Total			
TOTAL REVENUE	\$799,804	\$5,921,846	\$832,339	\$7,202,889	\$91,600	\$14,117	\$8,108,410
TOTAL EXPENDITURES	\$2,030,693	\$4,025,016	\$569,969	\$5,344,624	\$126,367	\$361,744	\$7,863,428
REVENUE SURPLUS / (SHORTFALL)	(\$1,230,889)	\$1,896,830	\$262,370	\$1,858,265	(\$34,767)	(\$347,627)	\$244,982
Cost of Service Rate Adjustment	154%	-32%	-32%	-26%	38%	NA	-3%

<b>Current Tip Fee</b>	<b>\$ 11.25</b>	<b>\$ 75.00</b>	<b>\$ 40.00</b>
<b>Cost of Service Tip Fee</b>	<b>\$ 175.72</b>	<b>\$ 50.57</b>	<b>\$ 26.95</b>

<b>Solid Waste Rate with Shortfall Coverage &amp; GW Surplus</b>	<b>\$ 58.72</b>
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# Cost of Service Study

	Proforma 1:	Proforma 2:	Proforma 3:	Proforma 4:
	Current Situation	Mini-MRF Same Tonnage	Mini-MRF Increased Tonnage	Outsourced Processing
<b>Total Expense</b>	\$ 2,356,798	\$ 1,718,895	\$ 1,932,832	\$ 883,151
<b>Surplus/Deficit</b>	\$ (1,607,548)	\$ (790,679)	\$ (127,004)	\$ (312,496)
<b>Savings (Shortfall) vs. Proforma #1</b>	\$ -	\$ 816,869	\$ 1,480,544	\$ 1,295,052
<b>% of Operating Expenses <sup>(1)</sup></b>	0.0%	-10.9%	-19.8%	-17.3%
<b>Current Tip Fee</b>	\$ 11.25	\$ 11.25	\$ 11.25	\$ 11.25
<b>Deficit Tip Fee</b>	\$ 214.80	\$ 105.65	\$ 8.72	\$ 41.76
<b>Total COS Tip Fee</b>	\$ 226.05	\$ 116.90	\$ 19.97	\$ 53.01

<sup>(1)</sup> \$7.478 million FY 17/18 anticipated operating expenses as of March 2018.

# MRF Assessment – Staffing Impacts

Staff	Current Operation	Proforma 2	Proforma 3	Proforma 4
	Current Situation	Mini-MRF Same Tonnage	Mini-MRF Increased Tonnage	Outsource Processing
Sorters	14	8	8	0
Equip Operators	4.25	3	3	0
Mechanics	2.5	2	2	0
Supervisors	4	1	1	0
Admin	3	3	3	1.5
Total FTE	27.75	17	17	1.5
Staff Reduction	0	10.75	10.75	26.25

# Next Steps

- What Characterization Study
- RFP for 3<sup>rd</sup> Party Processing
- Finalize Plan
- Develop 10-Year Financial Projections based on FY 18/19 Budget Expenses
  - Current Depreciation
  - Future Capital Improvements
  - Fleet Replacement
- Develop 5-Year Rate Adjustment



# QUESTIONS/COMMENTS?

Nicole Riley

[nriley@kwrarecycles.net](mailto:nriley@kwrarecycles.net)

559-583-8829

**RESOLUTION NO. 2018-53**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE  
SUMMARILY VACATING RIGHT OF EASEMENT AND ACCEPTING  
PIPELINE EASEMENT**

**WHEREAS**, the Westlands Water District and SSC Farms I, LLC previously entered into a Memorandum of Covenants, Restrictions and Easements attached hereto as Exhibit “A” (“Memorandum”) that, among other things, granted the City a blank right to request a pipeline easement for the purpose of transporting treated wastewater across the property; and

**WHEREAS**, the City has received a request to vacate the blanket right to request an easement contained in Section 6 of the Memorandum and accept an easement from Sandridge Partners, L.P., as more fully described in the Pipeline Easement Agreement attached hereto as Exhibit “B” (“Easement”); and

**WHEREAS**, the vacation of the rights contained in Section 6 of the Memorandum is made pursuant to Chapter 4 (Summary Vacation) of Part 3 of Division 9 of the Streets and Highways Code, and Chapter 12.7 of Division 7 of Title 1 of the Government Code; and

**WHEREAS**, the City Council finds that the rights to be vacated are not required for street, highway or other non-motorized transportation facility purposes; and

**WHEREAS**, the City Council finds from the evidence that the proposed vacation is consistent with the General Plan; and

**WHEREAS**, the proposed vacation has been determined to be categorically exempt from the provisions of the California Environmental Quality Act; and

**WHEREAS**, it would be in the best interest of the City to vacate the right referenced above and accept the Easement.

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

1. Notwithstanding any other rights or existing property interests, the City hereby vacates the blanket right to request a future easement as contained in Section 6 of the Memorandum attached hereto as Exhibit “A”.

2. A certified copy of this Resolution shall be recorded in the office of the Kings County Recorder.

3. From and after the date of recording of this Resolution the vacated right of easement shall no longer constitute a street, road, highway, public service easement, or right-of-way.

4. The City Manager is authorized to execute a deed releasing the City’s interest in the easement as it relates to the Memorandum.

5. The City Council accepts that certain easement as more fully set forth in Exhibit B, conveying to the City of Lemoore the real property described therein.

6. The City Council authorizes the City Manager to execute and record the Pipeline Easement Agreement.

7. The City Manager and his designees are also authorized to execute a Certificate of Acceptance and such other documents as may be needed to finalize this transaction.

**PASSED AND ADOPTED** by the City Council of the City of Lemoore at a Regular Meeting held on the 18<sup>th</sup> day of December 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

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Mary J. Venegas  
City Clerk

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Mayor

RECORDING REQUESTED BY

AND WHEN RECORDED RETURN TO:

Westlake One Trust  
c/o De Anza Partners  
960 North San Antonio Road, #114  
Los Altos, California 94022

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s):

CITY TRANSFER TAX \$ -0-

DOCUMENTARY TRANSFER TAX \$ -0-

- ☐ Computed on the consideration or full value of property conveyed, or  
☐ Computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale.  
☐ Unincorporated area: ☐ County of Kings County

**QUITCLAIM DEED  
(PIPELINE EASEMENT RIGHT)**

Reference is made to that certain Memorandum of Covenants, Restrictions and Easements by and between (i) Westlands Water District, a California water district (the "District"), and (ii) SSC Farms I, LLC, a California limited liability company, and SSC Farms II, LLC, a California limited liability company (collectively referred to therein as "Landowner"), recorded on September 13, 2007, as Document No. 0723568, in the Official Records of Kings County, California (the "Memorandum"), relating to certain real property as described therein (the "Property")

Section 6 of the Memorandum states the following:

"City of Lemoore Future Pipeline Easement. Landowner shall grant, upon request and at no cost, to the City of Lemoore a pipeline easement for the purpose of transporting treated wastewater from the City of Lemoore's wastewater treatment plant to lands currently owned by the District located south of the Property. Landowner is obligated to cooperate with the City of Lemoore in good faith to develop and impose such easement."

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the City of Lemoore ("Grantor"), hereby remises, releases and forever quitclaims to the current legal fee owners of the Property subject to the Memorandum its blanket right to request, develop, and

impose a pipeline easement over the Property which Grantor may have acquired pursuant to the Memorandum, but reserving to Grantor the specific right, upon request to the applicable landowner at such time, to obtain a non-exclusive easement for a pipeline at the location as more particularly described on **Exhibit A** attached hereto and incorporated herein (the "**Easement Area**"), and any other rights or existing property interests Grantor may have.

Dated: \_\_\_\_\_, 2018

**GRANTOR:**

City of Lemoore,  
a \_\_\_\_\_

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

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



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 2018, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
SIGNATURE OF THE NOTARY PUBLIC

[SEAL]

## EXHIBIT A TO QUITCLAIM DEED

### LEGAL DESCRIPTION OF EASEMENT AREA

Property located in the unincorporated area, County of Kings, State of California, more particularly described as follows:

#### EASEMENT RESERVATION

##### LEGAL DESCRIPTION

Portions of the East half of Section 2 and the East half of Section 11, Township 20 South, Range 19 East, Mount Diablo Base and Meridian, according to the official plat thereof, situate in the County of Kings, State of California, described as follows:

Beginning at the Northeast corner of said Section 2; thence

- 1) North 89° 19' 57" West, along the north line of said Section, a distance of 56.50 feet; thence
- 2) South 00° 44' 17" West, a distance of 2837.70 feet to a point which lies 62.60 feet west of the east line of said Section 2; thence
- 3) South 00° 03' 55" East, a distance of 2300.00 feet to a point which lies 35.30 feet west of said east line; thence
- 4) South 27° 33' 32" West, a distance of 131.77 feet to a point which lies 95.00 feet west of said east line; thence
- 5) South 00° 36' 54" West, parallel with the east lines of said Sections 2 and 11, a distance of 4170.00 feet; thence
- 6) South 18° 10' 05" West, a distance of 100.00 feet to a point which lies approximately 151.5 feet northwesterly of the centerline of the Empire Westside Irrigation District's Main Canal; thence
- 7) South 36° 20' 11" West, a distance of 1258.00 feet; thence
- 8) South 07° 59' 52" West, a distance of 69.96 feet to a point which lies approximately 162.0 feet west of the centerline of said canal; thence
- 9) South 00° 13' 50" West, parallel with said centerline, a distance of 115.00 feet to the south line of said Section 11; thence
- 10) South 89° 34' 01" East, along said south line, a distance of 162.00 feet to the centerline of said canal; thence
- 11) North 00° 13' 50" East, along said centerline, a distance of 114.62 feet; thence
- 12) North 35° 43' 16" East, continuing along said centerline, a distance of 1228.71 feet to the east line of said Section 11; thence

- 13) North  $00^{\circ} 36' 54''$  East, along said east line, a distance of 3822.88 feet to the Northeast corner of said Section 11; thence
- 14) North  $00^{\circ} 36' 54''$  East, along the east line of said Section 2, a distance of 5782.79 feet to the Point of Beginning.

Contains an area of 21.17 acres, a little more or less.

**END OF DESCRIPTION**



Date  
Signed 5/7/18

# EASEMENT RESERVATION

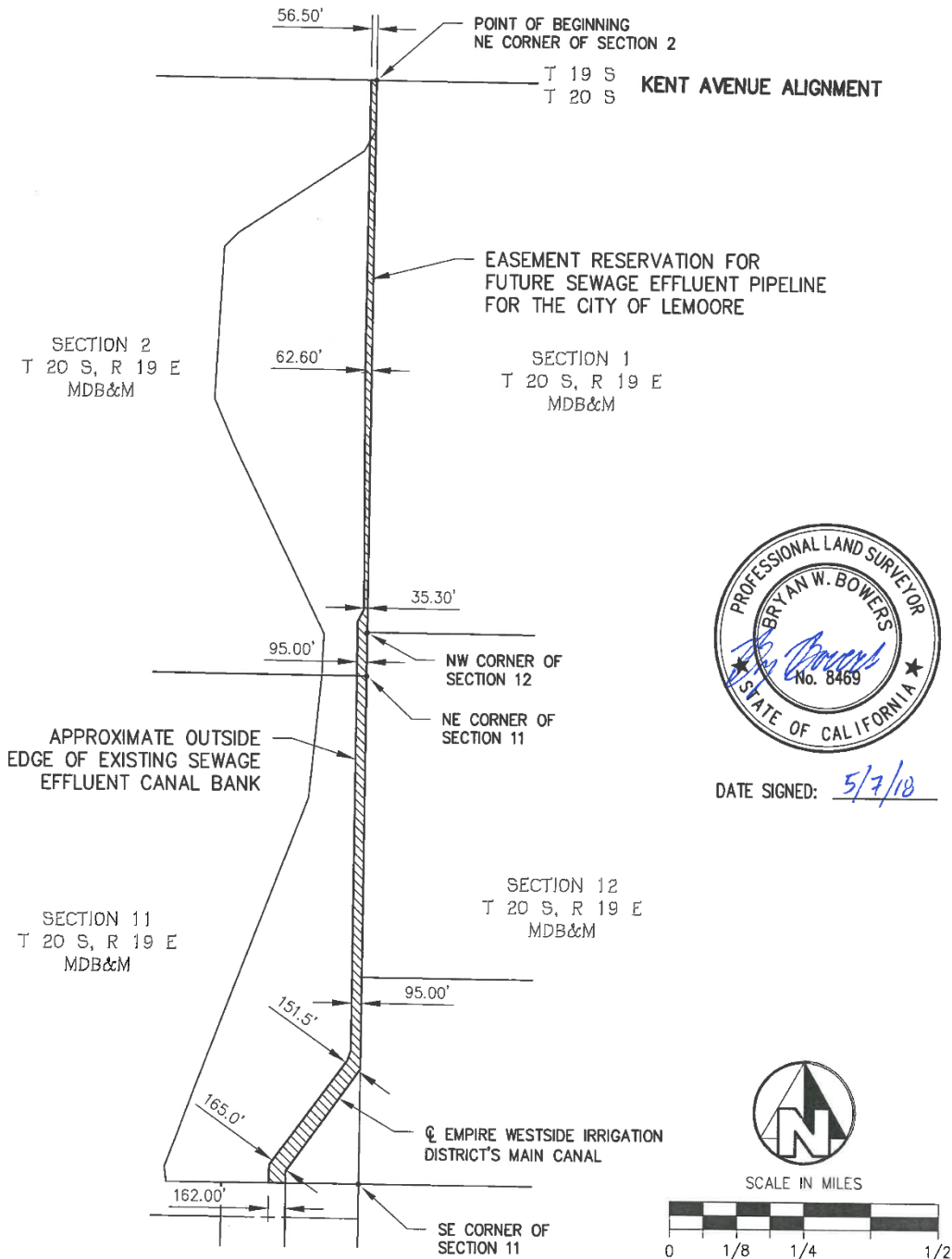
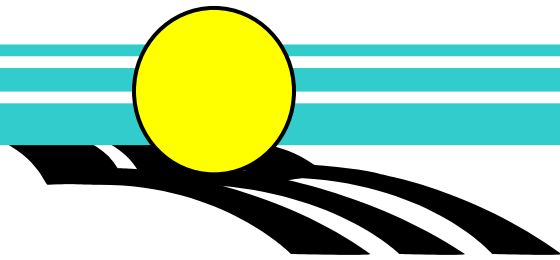


Exhibit A-3



LEMOORE  
CALIFORNIA

LEMOORE CITY COUNCIL  
COUNCIL CHAMBER  
429 C STREET  
December 18, 2018

## AGENDA

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

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### PUBLIC COMMENT

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

### 6:30 pm STUDY SESSION

- SS-1 Kings Waste and Recycling Authority Update (Speer)
- SS-2 Economic Development Committee (Speer)

### CLOSED SESSION

No Closed Session

### ADJOURNMENT



## 7:30 pm REGULAR SESSION

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

### PUBLIC COMMENT

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

### CEREMONIAL / PRESENTATION – Section 1

No Ceremonial / Presentations

### DEPARTMENT AND CITY MANAGER REPORTS – Section 2

2-1 Department & City Manager Reports

### CONSENT CALENDAR – Section 3

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

- 3-1 Approval – Minutes – Regular Meeting – November 6, 2018
- 3-2 Approval – Minutes – Regular Meeting – December 4, 2018

### PUBLIC HEARINGS – Section 4

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

No Public Hearings

### ELECTIONS BUSINESS – Section 5

- 5-1 Approve the Canvass of the November 6, 2018 Election - Resolution 2018-51 (Venegas)
- 5-2 Recognition of Outgoing Council Member Chedester and Mayor Madrigal (Olson)

### TRANSITION TO NEW COUNCIL – Section 6

- 6-1 Administration of Oath of Office – Newly Elected Council Members (Venegas)
- 6-2 Report and Recommendation – City Council Reorganization – Election of Mayor and Mayor Pro Tem (Venegas)

### NEW BUSINESS – Section 7

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

- 7-1 Report and Recommendation – City Council Meeting Schedule for the 2019 Calendar Year – Resolution 2018-52 (Speer)
- 7-2 Report and Recommendation – Denial of Claim for Ms. Laura Doonan (Venegas)
- 7-3 Report and Recommendation – Fiscal Year 2018-19 Mid-Year Budget Amendment for Fleet Maintenance (Beyersdorf)

- |     |   |
|-----|---|
| 7-4 | Report and Recommendation – Budget Amendment – Fund 020 (Traffic Safety) for Repair of In Roadway Warning Lights (Beyersdorf)   |
| 7-5 | Report and Recommendation – Approve Quit Claim of Section 6 of Memorandum of Covenants, Restricts and Easements between the Westlands Water District, and SSC Fars J, LLC, a California limited liability company, and the acceptance of Easement Reservation between the City of Lemoore and Sandridge Partners, L.P., a California limited partnership – Resolution 2018-53 (Olson) |
| 7-6 | Report and Recommendation – CIP Award – CIP 5226 – Supplemental Engineering and Hydrogeological Services Related to Assessing and Rehabilitating Current City Wells (Rivera)  |
| 7-7 | Report and Recommendation – First Amendment to Agreement with Carollo Engineers, Inc., for Water Treatment Plan Project Preliminary Design (Rivera)   |
| 7-8 | Report and Recommendation – Request for New Censure (Olson)   |

## 8-1 City Council Reports / Requests

## Upcoming Council Meetings

## PUBLIC NOTIFICATION



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6700 • Fax (559) 924-6708

## Staff Report

**Item No: SS-1**

**To: Lemoore City Council**

**From: Michelle Speer, Assistant City Manager**

**Date: December 11, 2018**

**Meeting Date: December 18, 2018**

**Subject: Kings Waste and Recycling Authority Update**

**Strategic Initiative:**

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

**Proposed Motion:**

Information Only.

**Subject/Discussion:**

Kings Waste and Recycling Authority (KWRA) is a Joint Powers Authority (JPA) comprised of the City of Hanford, City of Lemoore, City of Corcoran and the unincorporated portion of Kings County.

Nicole Riley, the Executive Director for KWRA will be presenting an update on the JPA's operations and financials.

**Financial Consideration(s):**

N/A

**Alternatives or Pros/Cons:**

N/A

**Commission/Board Recommendation:**

N/A

**Staff Recommendation:**  
Information only.

**Attachments:**

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

**Review:**

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

**Date:**

12/13/18  
12/13/18  
12/13/18



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6700 • Fax (559) 924-6708

## Staff Report

**Item No: SS-2**

**To: Lemoore City Council**

**From: Michelle Speer, Assistant City Manager**

**Date: October 29, 2018**

**Meeting Date: December 18, 2018**

**Subject: Economic Development Committee**

**Strategic Initiative:**

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

**Proposed Motion:**

Information Only.

**Subject/Discussion:**

On October 16, 2018, City Council gave consensus for staff to bring forth information on creating an Ad Hoc committee for Economic Development. Staff has reviewed the requirements for an Ad Hoc committee, a standing committee, and other options. It is staffs understanding that the purpose of said committee, or meetings would be to receive input from the community for the direction of economic growth. Staff is prepared to present and review the draft Economic Development Plan and incorporate ideas derived from the committee into the plan before presenting it to council.

Ad Hoc committees are temporary committees established for a special purpose, lasting no longer than one year, which may be created at the majority request of council. The City Manager and Attorney will work together to create the scope and duration of said committee. The City Manager shall submit to the mayor requesting the creation and appointment of members to the committee. A maximum of four members shall be appointed by the consensus of council, and council members who are not members of the committee shall not attend meetings of that committee. The committee shall be dissolved once it has completed its task, or one year from the first meeting date, whichever occurs first.

*"In God We Trust"*



Standing committees are permanent committees, established to consider subjects of a particular class. They have regularly scheduled meeting dates and times. A 30-day application period would occur before the Mayors' review and recommendation of members to the committee. Currently, the City has standing committees for Downtown Merchants, Parks and Recreation, and Planning. Staff would bring back a resolution to create a new committee if that is City Council's direction.

Alternatively, staff could hold community meetings. No official resolution, time limit, or quorum would be required. Town Hall meetings would be the most inclusive, and would be advertised one to two weeks in advance on Facebook, the website, posted flyers in City lobbies, and through email blasts. Staff could hold as many, or as few, community meetings as council would like, and any two council members could be in attendance without violating the Brown Act.

**Financial Consideration(s):**

If meetings were to be held outside normal business hours, staff may be subject to overtime.

**Alternatives or Pros/Cons:**

While an Ad Hoc committee or a standing committee would be more formal, they also would require more time to establish, and may be subject to quorum requirements, which in the past have been difficult to meet, hindering productivity.

Community Meetings, while not a formal committee, could prove to be more inclusive and easier to facilitate, while still receiving input from the community.

**Commission/Board Recommendation:**

Not Applicable.

**Staff Recommendation:**

Staff recommends that City Council authorize staff to move forward with community meetings.

**Attachments:**

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

**Review:**

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

**Date:**

- 11/27/18
- 11/30/18
- 11/30/18
- 11/29/18

**November 6, 2018 Minutes  
Study Session  
City Council Regular and Special Meeting**

**CALL TO ORDER:**

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

ROLL CALL: Mayor: MADRIGAL  
Mayor Pro Tem: NEAL  
Council Members: BLAIR, BROWN  
Absent: CHEDESTER

City Staff and contract employees present: City Manager Olson; Assistant City Manager Speer; City Attorney Van Bindsbergen; Public Works Director Rivera; Community Development Director Holwell; Police Chief Smith; Finance Director Corder; City Clerk Venegas.

**PUBLIC COMMENT**

*There was no Public Comment.*

**5:30 pm STUDY SESSION**

**SS-1 Kings County Association of Governments Regional Active Transportation Plan - Walking and Biking Plan**

*Niko Letunic, Project Manager with Kings County Association of Governments, provided the following information on the Kings County Regional Walk and Bike Plan:*

- *Project Objectives*
- *ATP funding potential*
- *Benefits of active transportation*
- *Project Timeline*
- *Community needs assessment*
- *Main pedestrian concerns*
- *Main bicycling concerns*
- *Main non-infrastructure concerns*
- *Other concerns*
- *Proposed improvements*
- *ATP applications*
  - *Equity analysis*
  - *Potential projects*
- *Plan contents*

## CLOSED SESSION PUBLIC COMMENT

*There was no Closed Session Public Comment.*

*At 5:54 p.m., Council adjourned to Closed Session.*

## CLOSED SESSION

1. Conference with Labor Negotiator  
Government Code Section 54957.6  
Agency Negotiator: Jenell Van Bindsbergen, City Attorney  
Employee Organizations: General Association of Service Employees, Lemoore  
Police Officers Association, Lemoore Police Sergeants Unit, Unrepresented  
Employees
2. Conference with Legal Counsel – Anticipated Litigation  
Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d)  
of Section 54956.9  
Two Cases
3. Conference with Legal Counsel – Existing Litigation  
Government Code Section 54956.9(d)(1)  
Mary J. Venegas vs. Holly Andrade Blair  
Case No. 18-C-0289
4. Conference with Legal Counsel – Existing Litigation  
Government Code Section 54956.9(d)(1)  
Steve Rose v. City of Lemoore and Michelle Speer  
Case No. 18C-0118
5. Public Employee Performance Evaluation  
City Manager
6. Liability Claims  
Government Code Section 54956.95  
Mr. Jeff Fabry
7. Conference with Legal Counsel – Existing Litigation  
Government Code Section 54956.9(d)(1)  
Sears Holding Corporation, et al., Debtors  
Case No. 18-23538 (RDD)
8. Conference with Real Property Negotiators  
Government Code Section 54956.8  
Property located near the northeast corner of State Route (SR) 41 and Idaho  
Avenue, approximately 83.5 acres (APN 024-051-031)  
Agency Negotiator: Nathan Olson, City Manager  
Negotiating Party: KKAL, LP  
Under Negotiation: Price and Terms

## ADJOURNMENT

*At 7:41 p.m., Council adjourned.*

**November 6, 2018 Minutes**  
**Lemoore City Council**  
**Regular City Council Meeting**

**CALL TO ORDER:**

*At 7:43 p.m., the meeting was called to order.*

ROLL CALL: Mayor: MADRIGAL  
Mayor Pro Tem: NEAL  
Council Members: BLAIR, BROWN, CHEDESTER

City Staff and contract employees present: City Manager Olson; Assistant City Manager Speer; City Attorney Van Bindsbergen; Public Works Director Rivera; Community Development Director Holwell; Police Chief Smith; Parks and Recreation Director Glick; Finance Director Corder; City Clerk Venegas; Management Analyst Beyersdorf; QK Engineer Joyner.

**CLOSED SESSION REPORT OUT**

*There was no report out.*

**PUBLIC COMMENT**

*Connie Wlaschin asked what good is the censure if Council Member Blair still identifies herself as a Council Member on facebook or on a podcast and what is the criteria for a closed session item. Also has asked questions regarding the Vorhees project that have not been answered. City Attorney VanBindsbergen stated the Brown Act governs closed session items and Council may invite someone to closed session. Vorhees has started the project.*

*Amy Ward stated the Annual Christmas Parade is December 1<sup>st</sup> with a Superhero theme. Please let her know by the end of the week if you would like to participate. The Holiday Stroll is December 8<sup>th</sup> from 3-8pm and this is a partnership with the Downtown Merchants Advisory Committee and the City.*

*Tom Reed read a prepared statement regarding how to attract foot traffic to Lemoore.*

*Lynda Lahodny thanked the City for sponsoring the Lemoore RV Club, which is currently in Kingsburg, through Lemoore Parks and Recreation.*

*Emmanuel Lopez Mendoza, Assistant Student Government Ambassador invited all to Food Day, December 19<sup>th</sup> from 10am to noon at West Hills College. Saturday is the FAFSA/Dreamer event from 10am to 2pm at West Hills College as well. Mr. Mendoza stated West Hills College is willing to work with the community on events.*

*Jennifer Butts stated the Odd Fellows Group has submitted a mural application for a 6ft by 30 ft mural and she is the local mural artist.*

*Victor Arieas submitted a letter regarding, in her opinion, the unprofessional and sometimes outright disgusting facebook posts from Council Member Blair.*

*Kristen Cursio read a prepared statement regarding bias.*

## CEREMONIAL / PRESENTATION – Section 1

### 1-1 Lemoore Police Department Explorer Recognition

*Police Chief Smith recognized the Lemoore Police Department Explorers for their exemplary efforts at the recent Explorer Competition in San Miguel. Explorer Advisor Sgt. Lucio was presented with a shadow box in appreciation of his service to the Lemoore Police Department Explorer Post.*

## DEPARTMENT AND CITY MANAGER REPORTS – Section 2

### 2-1 Department & City Manager Reports

*Parks and Recreation Director Glick stated the Veteran's Day 5K run, 3K walk would be Saturday and the Veteran's Day parade will be Sunday at 6pm downtown.*

*Public Works Director Rivera stated the Water and Treatment design camp is underway for water designs, models and budget.*

*City Manager Olson stated there will be two lighted crosswalks installed at Deodar and 18<sup>th</sup> and an additional one Me and Ed's.*

*Request from GASE has been received to host a Corn Hole Tournament on Sunday, December 2, 2018. The cost is \$10 per team along with an unwrapped toy. Money received will be donated to the Parks and Recreation Department and toys will be donated to the Lemoore Police Department for Presents on Patrol.*

## CONSENT CALENDAR – Section 3

- 3-1 Approval – Minutes – Regular Meeting – October 16, 2018
- 3-2 Approval – Mural Application – “The Fabric of Our Heritage” proposed by Sarah A. Mooney Museum
- 3-3 Approval – Hiring of Wildan for Continuing Annual Disclosure for the Enterprise Bond
- 3-4 Approval – Purchase of a New CNG Front-Loading Refuse Truck – CIP 5400
- 3-5 Approval – Purchase of a New Side-Loading Refuse Truck – CIP 5404
- 3-6 Approval – Denial of Claim for Mr. Jeff Fabry

*Council Member Blair requested Item 3-6 be pulled for separate consideration.*

*Motion by Council Member Chedester, seconded by Council Member Neal, to approve the Consent Calendar excluding Item 3-6.*

*Ayes: Chedester, Neal, Brown, Blair, Madrigal*

- 3-6 Approval – Denial of Claim for Mr. Jeff Fabry

*Motion by Council Member Brown, seconded by Council Member Chedester, to approve Consent Calendar Item 3-6.*

*Ayes: Brown, Chedester, Madrigal*

*Noes: Blair, Neal*

## PUBLIC HEARINGS – Section 4

- 4-1 General Plan Amendment No. 2017-01, Zone Change No. 2017-01 and Site Plan Review No. 2016-03: A request by CV Housing, LLC (agent: Brett Fugman) to change the General Plan land use designations and zoning from Mixed Use (MU) and Neighborhood Commercial (NC) to Medium Density Residential (RMD) and Neighborhood Commercial (NC) and to approve a site plan for a 176-unit multi-family apartment complex, located at the southeast corner of Highway 41 and Hanford-Armona Road (APN 021-660-031) Resolution 2018-46 and Ordinance 2018-08

*Public Hearing opened at 8:29 p.m.*

Spoke: Kristen Cursio  
An unknown female  
Terri King, director of KCAG  
Tom Reed

Dr. Crystal Jackson  
Brett Fugman, CV Housing LLC.  
Patricia Gates

*Public Hearing closed at 8:53 p.m.*

*Motion by Council Member Chedester, seconded by Council Member Brown, to adopt Resolution No. 2018-46 approving General Plan Amendment No. 2017-01, a Mitigated Negative Declaration, and Major Site Plan Review No. 2016-03, and Ordinance 2018-08 approving Zone Change No. 2017-01.*

Ayes: Chedester, Brown, Madrigal

Absent: Blair, Neal

- 4-2 Consideration of Mitigated Negative Declaration and Disposition and Development Agreement between the City of Lemoore and with KKAL, LP: A request by the City of Lemoore and KKAL, LP for the adoption of the Mitigated Negative Declaration (MND) and approval of the Disposition and Development Agreement (DDA) between the City of Lemoore and KKAL, LP for Development of Approximately 83.5 acres, located on the Northeast corner of State Route (SR) 41 and Idaho Avenue (APN 024-051-031) Resolution 2018-47 and Ordinance 2018-09

*Public Hearing opened at 9:21 p.m.*

Spoke: Connie Wlaschin  
Tom Reed  
Mike Slater, Law firm representative  
John Kashian, representative of KKAL

*Public Hearing closed at 9:32 p.m.*

*Motion by Council Member Chedester, seconded by Council Member Neal, to adopt Resolution No. 2018-47 adopting the Mitigated Negative Declaration, and adopt Ordinance No. 2018-09 for the approval of the Disposition and Development Agreement between the City of Lemoore and KKAL, LP as amended.*

Ayes: Chedester, Neal, Brown, Madrigal

Absent: Blair

## NEW BUSINESS – Section 5

5-1 Report and Recommendation – Award Contract for Geotechnical Engineering Services for Athletic Field Lights for the Lemoore Youth Sports Complex

*Motion by Council Member Brown, seconded by Council Member Blair, to approve contract with BSK Associates for \$7,500 to perform Geotechnical Engineering investigation and Geologic/Seismic hazard evaluation for athletic field lights located at the Lemoore Youth Sports Park softball fields, and authorize the City Manager to sign.*

Ayes: Brown, Blair, Chedester, Neal, Madrigal

5-2 Report and Recommendation – Budget Amendment - Agreement with IG Services for a Refuse Rate Study

*Motion by Council Member Blair, seconded by Council Member Brown, to approve a refuse rate study in an amount not to exceed \$20,740 and authorize the City Manager to execute an agreement with IG Services to conduct the study.*

Ayes: Blair, Brown, Chedester, Neal, Madrigal

CITY COUNCIL REPORTS AND REQUESTS – Section 6

6-1 City Council Reports / Requests

*Council Member Brown has received emailed regarding Council Member Blair's facebook posts. Request the censure be placed on the agenda again regarding Council Member Blair's slanderous podcast statements. Consensus received to place on agenda.*

*Council Member Chedester thanked everyone for everything as this will be his last meeting on the dais. He wished everyone well.*

*Mayor Pro Tem Neal appreciates his town and appreciates everyone in attendance. He will keep serving his community the best way he knows how. Need to come together.*

ADJOURNMENT

*At 9:50 p.m., the meeting adjourned.*

*Approved the 18<sup>th</sup> day of December 2018.*

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Ray Madrigal, Mayor

**December 4, 2018 Minutes  
Study Session  
City Council Regular Meeting**

**CALL TO ORDER:**

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

ROLL CALL: Mayor: MADRIGAL  
Mayor Pro Tem: NEAL  
Council Members: BLAIR, BROWN  
Absent: CHEDESTER

City Staff and contract employees present: City Manager Olson; Assistant City Manager Speer; City Attorney Van Bindsbergen; Police Chief Smith; City Clerk Venegas.

**PUBLIC COMMENT**

*There was no Public Comment.*

**5:30 pm STUDY SESSION**

SS-1 Economic Development Committee

*Motion by Council Member Neal, seconded by Council Member Blair, to table item to December 18, 2018.*

*Ayes: Neal, Blair, Brown, Madrigal  
Absent: Chedester*

**CLOSED SESSION PUBLIC COMMENT**

*There was no Closed Session Public Comment.*

*At 5:32 p.m., Council adjourned to Closed Session.*

**CLOSED SESSION**

1. Public Employee Performance Evaluation  
City Manager
2. Conference with Labor Negotiator  
Government Code Section 54957.6  
Agency Negotiator: Jenell Van Bindsbergen, City Attorney  
Employee Organizations: General Association of Service Employees, Lemoore  
Police Officers Association, Lemoore Police Sergeants Unit, Unrepresented  
Employees



## ADJOURNMENT

*At 7:27 p.m., Council adjourned.*

### **December 4, 2018 Minutes Lemoore City Council Regular City Council Meeting**

#### **CALL TO ORDER:**

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

ROLL CALL: Mayor: MADRIGAL  
Mayor Pro Tem: NEAL  
Council Members: BLAIR, BROWN  
Absent: CHEDESTER

City Staff and contract employees present: City Manager Olson; Assistant City Manager Speer; City Attorney Van Bindsbergen; Public Works Director Rivera; Community Development Director Holwell; Police Chief Smith; Parks and Recreation Director Glick; City Clerk Venegas.

#### CLOSED SESSION REPORT OUT

*There was no report out.*

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

- 5-3 Report and Recommendation – Contract Award – CIP 5226 – Supplemental Engineering and Hydrogeological Services Related to Assessing and Rehabilitating Current City Wells (Rivera)
- 5-4 Report and Recommendation – Agreement with Carollo Engineers, Inc., for Water Treatment Plan Project Preliminary Design, First Amendment (Rivera)

*Motion by Council Member Brown, seconded by Council Member Neal, to table Item 5-3 and Item 5-4 to December 18, 2018.*

Ayes: Brown, Neal, Blair, Madrigal  
Absent: Chedester

- 5-9 Report and Recommendation – Request for New Censure (Olson)

*Motion by Council Member Blair, seconded by Council Member Brown, to table item to December 18, 2018.*

Ayes: Blair, Brown, Neal, Madrigal  
Absent: Chedester

## PUBLIC COMMENT

*Amy Ward, Chamber of Commerce CEO, invited everyone to the Holiday Stroll on Saturday from 3-7pm. Excited about the partnerships with this event. Also, the parade last weekend was a success. Council Member Blair thanked Ms. Ward for a great event.*

*Connie Wlaschin asked if the agenda could be published earlier than five days. Also asked if there will be a report out on the status of the Finance Director. City Manager Olson said there would not be a report out.*

*Emmanuel Lopez Mendoza reported a successful food day at West Hills College. Over 4,000 pounds of food was given out. The next food day is December 17<sup>th</sup> starting at 10:00 a.m. The State Chancellor dropped by for a visit as well. Mr. Mendoza wished Council Member Neal a speedy recovery.*

*Dr. Stuart Van Horn, Chancellor of the West Hills Community College District, provided information regarding where West Hills College is currently and where it will be in the future. West Hills College represents the Central Valley. The States new funding formula is a step in the right direction. We believe in Lemoore and in our students.*

*Shelly Reese said uber and lyft drivers are being denied in Lemoore and inquired as to why. Ms. Reese believes taco trucks are in big demand. Feels like this would be a good event. Suggest brining back Evening Under the Stars.*

## CEREMONIAL / PRESENTATION – Section 1

### 1-1 AMVETS Post 1893 Presentation of the “Care Bear” Program for Emergency Services

*Jeff Lukins and Darren Clayton presented “Care Bears” to the Lemoore Police Department and Lemoore Volunteer Fire Department to provide to a child in need. They also provided bracelets with crisis line information. In January, AMVETS Post 1893 will be the only Jr AMVET program in the State of California.*

### 1-2 Kings County Association of Governments for Exemplary Service

*Council Member Brown presented Mayor Madrigal with a resolution of appreciation from the Kings County Association of Governments.*

## DEPARTMENT AND CITY MANAGER REPORTS – Section 2

### 2-1 Department & City Manager Reports

*Chief Smith invited all to the Reason for the Season on December 14<sup>th</sup> from 4-7pm at the Civic Auditorium. Reason for the Season provides presents and food for those in need. Presents on Patrol will be December 20<sup>th</sup> at 1pm with a caravan of Lemoore Police Department units delivering presents to homes.*

*Parks and Recreation Director Glick provided the following event dates:*

- *Sweets with Seniors, Friday, December 7<sup>th</sup> at 8am, Civic Auditorium*
- *Skate Camp, Saturday, December 8<sup>th</sup> from 10-2pm at Rotary Park*
- *Community Christmas Dinner, Saturday, December 8<sup>th</sup> – open to the general public*

- *Friday Night Music will be brought into the Recreation Program and excited to help with this event*

*Jan Savage stated Friday Night Music is when musicians from all over the area played music at the Lemoore Senior Center with no cost to attend. The first event will be January 11<sup>th</sup> at the Veteran's Hall.*

*Public Works Director Rivera reported the Water Treatment Project is in its third round and hope to complete soon. Council Member Blair asked if the work on Burlwood was AT&T or PG&E and it is PG&E.*

### CONSENT CALENDAR – Section 3

- 3-1 Approval – Minutes – Regular Meeting – November 6, 2018
- 3-2 Approval – Second Reading – Zone Change No. 2017-01: A request by CV Housing, LLC (agent: Brett Fugman) to Change the Zoning from Unzoned, Mixed Use (MU) and Neighborhood Commercial (NC) to Medium Density Residential (RMD) and Neighborhood Commercial (NC) for a Property Located at the Southeast Corner of Highway 41 and Hanford-Armona Road (APN 021-660-031) – Ordinance 2018-08
- 3-3 Approval – Second Reading – Disposition and Development Agreement between the City of Lemoore and with KKAL, LP: A Request by the City of Lemoore and KKAL, LP for the Approval of the Disposition and Development Agreement (DDA) Between the City of Lemoore and KKAL, LP for Development of Approximately 83.5 acres, Located on the Northeast Corner of State Route (SR) 41 and Idaho Avenue (APN 024-051-031) – Ordinance 2018-09
- 3-4 Approval – Waive the Facility Use Fee for City Retirement Events Hosted by City Employees – Resolution 2018-48
- 3-5 Approval – Bank Signature Cards – Resolution 2018-49

*Items 3-1 and 3-5 pulled for separate consideration.*

*Motion by Council Member Neal, seconded by Council Member Brown, to approve the Consent Calendar excluding Items 3-1 and 3-5.*

Ayes: Neal, Brown, Madrigal  
Noes: Blair  
Absent: Chedester

- 3-1 Approval – Minutes – Regular Meeting – November 6, 2018

*Motion by Council Member Blair, seconded by Council Member Neal, to table Consent Calendar Item 3-1.*

Ayes: Blair, Neal, Brown, Madrigal  
Absent: Chedester

- 3-5 Approval – Bank Signature Cards – Resolution 2018-49

*Connie Wlaschin spoke*

*Council adjourned at 8:17pm for a short recess.  
Council re-adjourned at 8:21pm.*

*Motion by Council Member Blair, seconded by Council Member Neal, to approve the Consent Calendar Item 3-5.*

*Ayes: Blair, Neal, Brown, Madrigal*

*Absent: Chedester*

#### PUBLIC HEARINGS – Section 4

*There were no Public Hearings.*

#### NEW BUSINESS – Section 5

5-1 Report and Recommendation - Mural Proposed by the Lemoore Odd Fellows Lodge #280

*Motion by Council Member Blair, seconded by Council Member Neal, to approve the mural, which will be painted on the north side wall of the Odd Fellows building, located at 257 D Street.*

*Ayes: Blair, Neal, Brown, Madrigal*

*Absent: Chedester*

5-2 Report and Recommendation – ChargePoint – Electric Vehicle Charging Stations Location

*Dr. Crystal Jackson and Ed Rogers spoke.*

*Motion by Council Member Blair, seconded by Council Member Brown, to approve the proposed new location for the ChargePoint electric vehicle charging stations and authorize the City Manager to execute any necessary documents to complete such change.*

*Ayes: Blair, Brown, Neal, Madrigal*

*Absent: Chedester*

5-3 Report and Recommendation – Contract Award – CIP 5226 – Supplemental Engineering and Hydrogeological Services Related to Assessing and Rehabilitating Current City Wells

*Item tabled to next meeting.*

5-4 Report and Recommendation – Agreement with Carollo Engineers, Inc., for Water Treatment Plan Project Preliminary Design, First Amendment

*Item tabled to next meeting.*

5-5 Report and Recommendation – Side Letter Number 2 between the City of Lemoore and the General Association of Service Employment Unit (GASE)

*Motion by Council Member Brown, seconded by Council Member Neal, to approve the Side Letter Number 2 between the City of Lemoore and the General Association of Service Employment Unit and authorize the City Manager to execute.*

*Ayes: Brown, Neal, Blair, Madrigal*

*Absent: Chedester*

5-6 Report and Recommendation - Side Letter Number 2 between the City of Lemoore and the Lemoore Police Officers Association

*Motion by Council Member Blair, seconded by Council Member Brown, to approve the Side Letter Number 2 between the City of Lemoore and the Lemoore Police Officer Association and authorize the City Manager to execute.*

Ayes: Blair, Brown, Neal Madrigal

Absent: Chedester

5-7 Report and Recommendation – Side Letter Number 2 between the City of Lemoore and the Lemoore Police Sergeants Unit

*Motion by Council Member Brown, seconded by Council Member Blair, to approve the Side Letter Number 2 between the City of Lemoore and the Lemoore Police Sergeants Unit and authorize the City Manager to execute.*

Ayes: Brown, Blair, Neal, Madrigal

Absent: Chedester

5-8 Report and Recommendation – Approving Changes in Benefits for the Unrepresented Employees of the City – Resolution 2018-50

*Motion by Council Member Blair, seconded by Council Member Brown, to approve Resolution 2018-50 regarding changes in benefits for unrepresented City employees.*

Ayes: Blair, Brown, Neal, Madrigal

Absent: Chedester

5-9 Report and Recommendation – Request for New Censure

*Item tabled to next meeting.*

CITY COUNCIL REPORTS AND REQUESTS – Section 6

6-1 City Council Reports / Requests

*Council Member Blair asked for consensus for a long term solution to health care costs. Consensus was received for a study session. Request exploration of talking to the College and the County Office of Education for broadband services to provide to the community at no or low cost. Consensus was received for a study session. Council Member Blair stated the parade was phenomenal. Very appreciate of the Chambers efforts. Hope next year greater effort for Council to be involved.*

*Council Member Brown attended the Kings Rural Transit meeting and KCAG meeting. KART is still working on the flex route. If any issues, contact KART. Breakfast with Santa was fantastic and thank you to all who participated. The Christmas parade was great as well. Thank you to everyone involved.*

*Mayor Pro Tem Neal asked why the warrant register is not on the consent calendar. Also requested how much money has been paid to Quad Knopf. All money given to them could be put into a Planning Department. Participated in Operation Gobble in Hanford and handed out turkeys to families. Asked the status of the water treatment testing and was told it is still in the works.*

*Mayor Madrigal will be attending the Toys for Tots events on Saturday, December 8<sup>th</sup> from 3-7pm at Lemoore Family Eye Care Center. They are accepting toys. Received a concern via email regarding the leaf pickup. The email was forwarded to the correct department head and he responded accordingly.*

ADJOURNMENT

*At 9:10 p.m., the meeting adjourned.*

*Approved the 18<sup>th</sup> day of December 2018.*

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Ray Madrigal, Mayor



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6700 • Fax (559) 924-6708

## Staff Report

**Item No: 5-1**

**To: Lemoore City Council**  
**From: Janie Venegas, City Clerk / Human Resources Manager**  
**Date: November 26, 2018 Meeting Date: December 6, 2018**  
**Subject: Approve the Canvass of the November 6, 2018 Election - Resolution 2018-51**

**Strategic Initiative:**

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

**Proposed Motion:**

Approve Resolution 2018-51 which approves the Official Canvass and Certification of Election Results by the County Clerk for the November 6, 2018 election.

**Subject/Discussion:**

The Lemoore City Council approved Resolution 2018-25 in June 2018 to authorize the consolidated election with Kings County (this means the County acted on the City's behalf to hold the City Council election).

The General Election was held on Tuesday, November 6, 2018, in accordance with the law and pursuant to Resolution 2018-25. The Election was for two (2) full term Council Member positions, one in District A and one in District C, each with a term of four (4) years.

The results of said Election have been canvassed by the County Clerk of the County of Kings. The official canvass is the public process of processing and tallying all ballots received in an election. The two candidates with the highest number of votes within District A and District C elected for full terms of four (4) years to the City Council of the City of Lemoore are:

Stuart Lyons – District A  
Chad Billingsley – District C

The Kings County Board of Supervisors has canvassed the election results and the official canvass has been received. The official canvass is well over 100 pages and only the pages that pertain to the City of Lemoore election are attached as Exhibit A.

**Financial Consideration(s):**

Not applicable.

**Alternatives or Pros/Cons:**

Pros:

- Approves the final election results.

Cons:

- None.

**Commission/Board Recommendation:**

Not Applicable.

**Staff Recommendation:**

Approve Resolution 2018-51 for the November 6, 2018 election canvass.

**Attachments:**

- ☒ Resolution: 2018-51
  - ☐ Ordinance:
  - ☐ Map
  - ☐ Contract
  - ☒ Other
- List: Exhibit A

**Review:**

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

**Date:**

12/13/18  
12/13/18  
12/13/18



**RESOLUTION NO. 2018-51**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF LEMOORE DECLARING FACT OF CITY ELECTION  
AND STATEMENT OF ELECTION RESULTS**

**WHEREAS**, the Lemoore City Council did adopt Resolution 2018-25 on June 5, 2018 requesting the Board of Supervisors of the County of Kings to permit the County Clerk to render specified services to the City of Lemoore relating to the conduct of the Municipal Election to be held in the City of Lemoore on November 6, 2018; and

**WHEREAS**, said General Municipal Election was held in the City of Lemoore, on Tuesday, November 6, 2018, in accordance with the law, and pursuant to Resolution 2018-25, the County Clerk of the County of Kings did canvass the returns of said General Municipal Election held on November 6, 2018, and did certify to the Lemoore City Council said canvass and statement of results dated December 4, 2018, consisting of six (6) pages, a true copy of which is attached to this Resolution marked Exhibit "A".

**WHEREAS**, the conduct of said Election and the counting of the votes were duly conducted as provided in the Elections Code; and

**WHEREAS**, said Election was for one (1) Council Member within District A and one (1) Council Member within District C for a full term of four (4) years; and

**WHEREAS**, the Lemoore City Council did meet in Council Chamber on December 18, 2018, to declare the results of said Election in accordance with the provisions of the Elections Code.

**NOW, THEREFORE, BE IT RESOLVED**, that the Lemoore City Council hereby finds and declares that a General Municipal Election was held on November 6, 2018 in the City of Lemoore for the Election of one (1) Council Member within District A and one (1) Council Member within District C, and that the results of said Election have been canvassed by the County Clerk of the County of Kings and that said Canvass shows the following results:

1. The total number of ballots cast at said Election was 1,334 for District A and 1,224 for District C.
2. The names of the person being voted upon for the office of Council Member were:

Full Term of Four Years

District A

Stuart Lyons

Raymond C. Madrigal

District C

Tony Garcia

Chad Billingsley

3. The number of votes given in the City and at each precinct to each person are fully set forth in said Canvass and Certification of Election Results.

**BE IT FURTHER RESOLVED**, that the Lemoore City Council hereby declares that the one (1) candidate having the highest number of votes within District A and District C are elected for a full term of four (4) years to the City Council of the City of Lemoore are:

Stuart Lyons – District A	<u>783</u>
Chad Billingsley – District C	<u>895</u>

**BE IT FURTHER RESOLVED**, that the City Clerk make and signed a certificate of election to each such person elected and administer the oath of office thereto.

**PASSED AND ADOPTED** by the City Council of the City of Lemoore at a regular meeting held on the 18<sup>th</sup> day of December 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

---

Mary J. Venegas  
City Clerk

---

Ray Madrigal  
Mayor

ATTACHMENT:

County of Kings Canvass and Statement of Results

# EXHIBIT A

CERTIFICATION OF  
COUNTY CLERK/REGISTRAR OF VOTERS  
OF THE RESULTS OF THE CANVASS  
OF THE November 6, 2018,  
GENERAL ELECTION

STATE OF CALIFORNIA

COUNTY OF Kings SS.

I, Kristine Lee, County Clerk/Registrar of Voters of said county, do hereby certify that, in pursuance to the provisions of Elections Code Section 15300, et seq., I did canvass the results of the votes cast in the General Election held in said County on November 6, 2018, for measures and contests that were submitted to the vote of the voters, and that the Statement of Votes Cast, to which this certificate is attached is full, true, and correct.

I hereby set my hand and official seal this 4th day of December 2018 at  
the County of Kings.



Kristine Lee  
Registrar of Voters  
County of Kings  
State of California

Certification of Elections Official (11/2018)



# KINGS COUNTY ELECTIONS DEPARTMENT

Kristine Lee, Assessor/Clerk-Recorder/Registrar of Voters

1400 W. LACEY BLVD., HANFORD, CALIFORNIA 93230 PHONE: (559) 852-4401

December 4, 2018

Secretary of State  
Election Division  
1500 11<sup>th</sup> Street 5<sup>th</sup> Floor  
Sacramento, CA 95814

SUMMARY INFORMATION – ELECTION MANUAL TALLY pursuant to Election Code §15360.

“The official conducting the election shall include a report on the results of the 1 percent manual tally in the certification of the official canvass of the vote. This report shall identify any discrepancies between the machine count and the manual tally....”

## KINGS COUNTY REPORT FOR 1% PEMT

- 1) Precincts were randomly selected on November 27, 2018, 9:00 a.m. by manual random draw.
- 2) 1% Manual tally for polling place ballots and vote by mail ballots was conducted November 27 until completion on December 4 between 9am and 4pm.
- 3) **No discrepancies were found.**

Kristine Lee  
Registrar of Voters  
COUNTY OF KINGS  
1400 W. Lacey Blvd.  
Hanford, CA 93230  
(559) 852-4890 Office  
(559) 585-8453 FAX  
[Kristine.Lee@co.kings.ca.us](mailto:Kristine.Lee@co.kings.ca.us)



# KINGS COUNTY ELECTIONS DEPARTMENT

**Kristine Lee, Assessor/Clerk-Recorder/Registrar of Voters**

1400 W. LACEY BLVD., HANFORD, CALIFORNIA 93230 PHONE: (559) 852-4401

December 4, 2018

California Secretary of State  
1500 11<sup>th</sup> Street, 5<sup>th</sup> Floor  
Sacramento, CA 95814

## **KINGS COUNTY REPORT OF VOTING SYSTEM INCIDENTS**

**No discrepancies were found.**

Contact:

**Kristine Lee**  
**Registrar of Voters**  
**COUNTY OF KINGS**  
1400 W. Lacey Blvd.  
Hanford, CA 93230  
[Kristine.Lee@co.kings.ca.us](mailto:Kristine.Lee@co.kings.ca.us)

November 6, 2018

## Summary Report

Kings County

## 2018 GENERAL ELECTION

<b>Registration &amp; Turnout</b>	52,449	Voters	<b>U.S. Senator (cont'd...)</b>	(115)	115/115	100.00%
Election Day Turnout	6,188	11.80%	<b>DEM - KEVIN DE LEON</b>		15,748	62.13%
Vote by Mail Turnout	24,418	46.56%	<b>Total ...</b>		25,347	100.00%
<b>Total ...</b>	30,606	58.35%	<b>Congress District 21st</b>	(115)	115/115	100.00%
<b>Governor</b>	(115)	115/115	100.00%		11,566	38.18%
REP - JOHN H. COX	17,976	59.42%	REP - DAVID G. VALADAO		18,725	61.82%
DEM - GAVIN NEWSOM	12,275	40.58%	<b>Total ...</b>		30,291	100.00%
<b>Total ...</b>	30,251	100.00%	<b>State Senator District 14th</b>	(115)	115/115	100.00%
<b>Lieutenant Governor</b>	(115)	115/115	100.00%		18,319	60.64%
DEM - ED HERNANDEZ	12,210	52.32%	DEM - MELISSA HURTADO		11,891	39.36%
DEM - ELENI KOUNALAKIS	11,128	47.68%	<b>Total ...</b>		30,210	100.00%
<b>Total ...</b>	23,338	100.00%	<b>State Assembly District 32nd</b>	(115)	115/115	100.00%
<b>Secretary of State</b>	(115)	115/115	100.00%		12,682	41.98%
DEM - ALEX PADILLA	12,897	43.09%	REP - JUSTIN MENDES		17,527	58.02%
REP - MARK P. MEUSER	17,030	56.91%	<b>Total ...</b>		30,209	100.00%
<b>Total ...</b>	29,927	100.00%	<b>Supreme Court - Corrigan</b>	(115)	115/115	100.00%
<b>State Controller</b>	(115)	115/115	100.00%		16,718	70.65%
REP - KONSTANTINOS RODITIS	16,039	53.63%	NO		6,946	29.35%
DEM - BETTY T. YEE	13,867	46.37%	<b>Total ...</b>		23,664	100.00%
<b>Total ...</b>	29,906	100.00%	<b>Supreme Court - Kruger</b>	(115)	115/115	100.00%
<b>State Treasurer</b>	(115)	115/115	100.00%		14,098	60.62%
REP - GREG CONLON	17,065	57.10%	NO		9,159	39.38%
DEM - FIONA MA	12,820	42.90%	<b>Total ...</b>		23,257	100.00%
<b>Total ...</b>	29,885	100.00%	<b>Appellate Court - Franson</b>	(115)	115/115	100.00%
<b>Attorney General</b>	(115)	115/115	100.00%		14,578	63.40%
REP - STEVEN C BAILEY	17,316	57.83%	NO		8,415	36.60%
DEM - XAVIER BECERRA	12,626	42.17%	<b>Total ...</b>		22,993	100.00%
<b>Total ...</b>	29,942	100.00%	<b>Appellate Court - Desantos</b>	(115)	115/115	100.00%
<b>Insurance Commissioner</b>	(115)	115/115	100.00%		16,834	69.93%
DEM - RICARDO LARA	11,528	40.74%	NO		7,240	30.07%
NON - STEVE POIZNER	16,768	59.26%	<b>Total ...</b>		24,074	100.00%
<b>Total ...</b>	28,296	100.00%	<b>Appellate Court - Poochigian</b>	(115)	115/115	100.00%
<b>Board of Equalization Dist. 1</b>	(115)	115/115	100.00%		15,682	66.74%
DEM - TOM HALLINAN	11,762	39.63%	NO		7,814	33.26%
REP - TED GAINES	17,920	60.37%	<b>Total ...</b>		23,496	100.00%
<b>Total ...</b>	29,682	100.00%	<b>Appellate Court - Meehan</b>	(115)	115/115	100.00%
<b>U.S. Senator</b>	(115)	115/115	100.00%		14,848	64.30%
DEM - DIANNE FEINSTEIN	9,599	37.87%	NO		8,245	35.70%
			<b>Total ...</b>		23,093	100.00%



KIN\_20181106\_E  
November 6, 2018  
Summary Report  
Kings County  
2018 GENERAL ELECTION

Appellate Court - Snauffer	(115)	115/115	100.00%
YES		13,218	57.79%
NO		9,656	42.21%
Total ...		22,874	100.00%

Appellate Court - Smith	(115)	115/115	100.00%
YES		14,282	62.45%
NO		8,586	37.55%
Total ...		22,868	100.00%

Superintendent of Public Instruction	(115)	115/115	100.00%
NON - MARSHALL TUCK		17,129	66.27%
NON - TONY K. THURMOND		8,719	33.73%
Total ...		25,848	100.00%

Kings County Brd of Education Area 3	(31)	31/31	100.00%
NON - MIKE ROBINSON		3,930	74.31%
NON - PAUL GILLUM		1,359	25.69%
Total ...		5,289	100.00%

Kings County Brd of Education Area 4	(17)	17/17	100.00%
NON - ADAM T. MEDEIROS		4,715	60.96%
NON - WILLIAM H. GUNDACKER		3,020	39.04%
Total ...		7,735	100.00%

College of the Sequoias Gov Brd Mbr Wa	(65)	65/65	100.00%
NON - JOHN LEHN		9,783	61.91%
NON - ALFRED BENAVIDES		6,019	38.09%
Total ...		15,802	100.00%

Hanford Joint Union HSD Gov Brd Mbr T/	(11)	11/11	100.00%
NON - STACIE JOHNSON		1,581	43.22%
NON - SAM RODRIGUEZ		1,128	30.84%
NON - SHARON PAGENDARM		949	25.94%
Total ...		3,658	100.00%

Kingsburg Joint Union HSD Gov Brd Mbr	(3)	3/3	100.00%
NON - BRENT R. LUNDE		140	83.33%
NON - CORINA MENDOZA		28	16.67%
Total ...		168	100.00%

Laton USD Gov Brd Mbr	(2)	2/2	100.00%
NON - EARL J. YECNY		56	45.53%
NON - AUSTIN WILLIAM MINTER		22	17.89%
NON - RICH A. OLSON		45	36.59%
Total ...		123	100.00%

Reef-Sunset USD Gov Brd Mbr Area 1	(4)	4/4	100.00%
NON - CLAUDIA CAZARES		72	52.17%

Reef-Sunset USD Gov Brd Mbr Area 1 (c	(4)	4/4	100.00%
NON - JOSE MARCOS CARRILLO		66	47.83%
Total ...		138	100.00%

Hanford Elem SD Gov Brd Mbr Area 4	(17)	17/17	100.00%
NON - LUPE C. HERNANDEZ		640	54.38%
NON - PAULA MASSEY		537	45.62%
Total ...		1,177	100.00%

Avenal City Council	(2)	2/2	100.00%
NON - PABLO HERNANDEZ		487	40.35%
NON - ALVARO M. PRECIADO		363	30.07%
NON - LOUIS GRAVELLE JR		357	29.58%
Total ...		1,207	100.00%

Hanford City Council Area A	(4)	4/4	100.00%
NON - DAVID G. AYERS		1,542	47.70%
NON - JOHN DRAXLER		1,691	52.30%
Total ...		3,233	100.00%

Hanford City Council Area D	(16)	16/16	100.00%
NON - FRANCISCO "FRANK" RAMIREZ		725	52.84%
NON - DIANE SHARP		647	47.16%
Total ...		1,372	100.00%

Hanford City Council Area E	(4)	4/4	100.00%
NON - SAVINO PERICO		360	16.33%
NON - JASON KEMP VAN EE		527	23.91%
NON - CHEYNE STRAWN		585	26.54%
NON - ART BRIENO		732	33.21%
Total ...		2,204	100.00%

Lemoore City Council Area A	(4)	4/4	100.00%
NON - STUART LYONS		783	58.70%
NON - RAYMOND C. MADRIGAL		551	41.30%
Total ...		1,334	100.00%

Lemoore City Council Area C	(3)	3/3	100.00%
NON - TONY GARCIA		329	26.88%
NON - CHAD BILLINGSLEY		895	73.12%
Total ...		1,224	100.00%

Kingsburg Tri-County HCD Dir	(2)	2/2	100.00%
NON - ARLIE ROGERS		109	24.22%
NON - TIFFANY DIX		53	11.78%
NON - GARY W. NELSON		116	25.78%
NON - GLENN C. SNYDER		59	13.11%
NON - BRUCE A. BLAYNEY		113	25.11%
Total ...		450	100.00%

November 6, 2018

## Summary Report

Kings County

## 2018 GENERAL ELECTION

<b>Proposition 1</b>	(115)	115/115	100.00%
YES		12,699	42.72%
NO		17,030	57.28%
<b>Total ...</b>		<b>29,729</b>	<b>100.00%</b>

<b>Proposition 2</b>	(115)	115/115	100.00%
YES		14,480	48.79%
NO		15,199	51.21%
<b>Total ...</b>		<b>29,679</b>	<b>100.00%</b>

<b>Proposition 3</b>	(115)	115/115	100.00%
YES		15,223	51.85%
NO		14,134	48.15%
<b>Total ...</b>		<b>29,357</b>	<b>100.00%</b>

<b>Proposition 4</b>	(115)	115/115	100.00%
YES		16,736	56.63%
NO		12,818	43.37%
<b>Total ...</b>		<b>29,554</b>	<b>100.00%</b>

<b>Proposition 5</b>	(115)	115/115	100.00%
YES		12,052	41.10%
NO		17,272	58.90%
<b>Total ...</b>		<b>29,324</b>	<b>100.00%</b>

<b>Proposition 6</b>	(115)	115/115	100.00%
YES		17,626	59.20%
NO		12,147	40.80%
<b>Total ...</b>		<b>29,773</b>	<b>100.00%</b>

<b>Proposition 7</b>	(115)	115/115	100.00%
YES		13,531	46.08%
NO		15,831	53.92%
<b>Total ...</b>		<b>29,362</b>	<b>100.00%</b>

<b>Proposition 8</b>	(115)	115/115	100.00%
YES		8,576	28.93%
NO		21,066	71.07%
<b>Total ...</b>		<b>29,642</b>	<b>100.00%</b>

<b>Proposition 10</b>	(115)	115/115	100.00%
YES		6,978	23.43%
NO		22,800	76.57%
<b>Total ...</b>		<b>29,778</b>	<b>100.00%</b>

<b>Proposition 11</b>	(115)	115/115	100.00%
YES		18,388	62.02%

<b>Proposition 11 (cont'd...)</b>	(115)	115/115	100.00%
NO		11,261	37.98%
<b>Total ...</b>		<b>29,649</b>	<b>100.00%</b>

<b>Proposition 12</b>	(115)	115/115	100.00%
YES		12,420	42.69%
NO		16,671	57.31%
<b>Total ...</b>		<b>29,091</b>	<b>100.00%</b>

<b>Measure C-City of Hanford</b>	(35)	35/35	100.00%
YES		10,037	72.17%
NO		3,870	27.83%
<b>Total ...</b>		<b>13,907</b>	<b>100.00%</b>

<b>Measure D-Lemoore Elem SD</b>	(18)	18/18	100.00%
BONDS YES		4,085	62.61%
BONDS NO		2,440	37.39%
<b>Total ...</b>		<b>6,525</b>	<b>100.00%</b>





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## Staff Report

**Item No: 6-2**

**To: Lemoore City Council**

**From: Janie Venegas, City Clerk / Human Resources Manager**

**Date: November 26, 2018**

**Meeting Date: December 18, 2018**

**Subject: City Council Reorganization – Election of Mayor and Mayor Pro Tem**

### **Strategic Initiative:**

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

### **Proposed Motion:**

Authorize the City Clerk to conduct the City Council reorganization with the election of Mayor and Mayor Pro Tem.

### **Subject/Discussion:**

While Lemoore's Municipal Code is silent on the election of the Mayor and Mayor Pro Tem, the City's practice has been to hold an election of the Mayor and Mayor Pro Tem among the Council Members every two years. With the seating of the new City Council, it is time for the election of the Mayor and Mayor Pro Tem.

### **Duties of the Mayor include:**

1. The Mayor presides over the Regular and Special meetings of the Council.
  - a. Keeps the discussion focused on the issues.
  - b. Prevents overly dominant members from having a disproportionate influence.
  - c. Solicits opinions, feelings, and positions from reticent members.
  - d. Discourages finger pointing and blame-oriented statements or questions.
  - e. Protects colleagues and staff from verbal attacks.
  - f. Encourages the generation of alternative solutions.
  - g. Protects new thought from being rejected prior to consideration.
  - h. Delays evaluation and analysis of alternatives until all are on the table.

- i. Moves the meeting along and does not let the elected body drift off the subject at hand.
  - j. Guides the process of screening alternative and selecting a solution.
  - k. Attempts to build consensus among members during the meetings only.
- 2. The Mayor also has the authority to call Special Council meetings.
- 3. The Mayor has the authority to cancel Regular Council meetings.
- 4. The Mayor has the authority to suppress disorderly conduct at meetings held in the Council Chamber with the aid of the Police Chief or a Police Officer.
- 5. Committee/Commission appointments by the Mayor are subject to the consensus of the Council.
- 6. The Mayor is required to sign all Ordinances, Resolutions and City Council minutes.
- 7. The Mayor signs all letters from the Council.
- 8. The Mayor approves and signs all Certificates.
- 9. The Mayor represents the City at Civic and Community functions such as:
  - a. The Chamber of Commerce Annual Meeting (Certificates presented for Citizen of the Year, Business of the Year, Organization of the Year)
  - b. The Chamber Ag Dinner (Certificates presented for Agriculturalist of the Year, Agricultural Supporter of the Year)
  - c. Quarterly City/County Coordinating meetings
  - d. Possible service club meetings
  - e. Usually attends 5 South San Joaquin Valley Division League of California Cities meetings
  - f. Miscellaneous meetings where the Mayor's presence is requested.

The Mayor Pro Tem assumes the duties of the Mayor when the Mayor is not available.

**Reorganization Procedure:**

The City Clerk chairs the reorganization process. The Chair shall call for nominations. Any Council Member may nominate another Council Member or himself/herself. When there are no further nominations, the chair will close the nominations and call for a motion to approve a nominee. A Council Member may make a motion to approve any of the nominees. If the motion fails, a Council Member may make a motion to approve a different nominee. Upon a second and a majority vote of the Council, a nominee shall become the Mayor. The same process is followed for the position of Mayor Pro Tem. If there is more than one nomination, a vote will be taken in last name alphabetical order.

**Financial Consideration(s):**

The City Council Members receive a monthly stipend of \$300. The Mayor receives a \$400 monthly stipend.

**Alternatives or Pros/Cons:**

**Pros:**

- A Mayor and Mayor Pro Tem are elected every two years.

**Commission/Board Recommendation:**

Not applicable.

**Staff Recommendation:**

Staff recommends the City Council initiate the process for the election of the Mayor and Mayor Pro Tem.

**Attachments:**

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

**Review:**

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

**Date:**

12/13/18  
12/13/18  
12/13/18



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## Staff Report

**Item No: 7-1**

**To: Lemoore City Council**

**From: Michelle Speer, Assistant City Manager**

**Date: October 30, 2018**

**Meeting Date: December 18, 2018**

**Subject: City Council Meeting Schedule for the 2019 Calendar Year – Resolution 2018-52**

**Strategic Initiative:**

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

**Proposed Motion:**

Adopt Resolution 2018-52, adopting the City Council meeting schedule for the 2019 calendar year.

**Subject/Discussion:**

Each year, staff brings forward the City Council calendar for the following year. In 2019, staff is recommending the cancellation of one (1) City Council meeting in order to accommodate the July 4<sup>th</sup> holiday, and to provide a break period for City Council. City staff recommends that the following meeting date be cancelled in 2019:

July 2, 2019

Most other holidays fall during weeks that the City Council is not regularly in session, so the need for further cancellations does not seem necessary at this time. Additional cancellations may be addressed in the future, if the need arises.

**Financial Consideration(s):**

Not applicable.

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

- Allows a recess for City Councilmembers, staff and the public
- Adopting a calendar provides for advanced notification of public meeting cancellations

**Cons:**

- Cancellation of City Council meetings increases the length of time between meetings, and may lengthen the formal response time for city business.

**Commission/Board Recommendation:**

Not applicable.

**Staff Recommendation:**

Staff recommends adopting the City Council meeting schedule for 2019.

**Attachments:**

- ☒ Resolution: 2018-52
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☐ Other
- List:

**Review:**

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

**Date:**

- 10/30/18
- 11/30/18
- 12/13/18
- 11/29/18

**RESOLUTION NO. 2018-52**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE  
ADOPTING THE CITY COUNCIL MEETING CALENDAR  
FOR CALENDAR YEAR 2019**

**WHEREAS**, the time for regular meetings of the City Council shall be the first and third Tuesdays of each month at the hour of 5:30pm;

**WHEREAS**, city staff seeks to establish a city council meeting calendar that is conducive to providing effective and efficient services to the public;

**WHEREAS**, cancellation of City Council meetings may be necessary due to holidays and to provide a recess for City Councilmembers, city staff, and the public;

**WHEREAS**; city staff recommends cancelling the following City Council Meetings in 2019:

- July 2, 2019

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council hereby adopts the City Council Meeting Calendar for Calendar Year 2019;

**PASSED AND ADOPTED** by the City Council of the City of Lemoore at a Regular Meeting held on 18<sup>th</sup> day of December 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

---

Mary J. Venegas  
City Clerk

---

Mayor



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## Staff Report

**Item No: 7-2**

**To: Lemoore City Council**

**From: Janie Venegas, City Clerk / Human Resources Manager**

**Date: December 12, 2018 Meeting Date: December 18, 2018**

**Subject: Denial of Claim for Ms. Laura Doonan**

**Strategic Initiative:**

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

**Proposed Motion:**

Approve the Denial of Claim for Ms. Laura Doonan.

**Subject/Discussion:**

The City of Lemoore received a claim from Ms. Laura Doonan on November 7, 2018 for an incident that occurred on September 17, 2018. The claim was returned insufficient on November 14, 2018. An amended claim was submitted on November 30, 2018. Ms. Doonan claims injury from falling at the end of a slide ride that she believes was too high from the ground.

The City submitted the claim to the third-party administrator of liability claims, Acclamation Insurance Management Services (AIMS). AIMS concluded their investigation and are recommending the City reject the claim, thereby starting the six-month statute of limitations deadline.

**Financial Consideration(s):**

Claim is for \$563.00.

**Alternatives or Pros/Cons:**

Not applicable.

**Commission/Board Recommendation:**

Not applicable.

**Staff Recommendation:**

Staff recommends denial of the claim for Ms. Laura Doonan, as recommended by AIMS.

**Attachments:**

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

**Review:**

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

**Date:**

12/13/18  
12/13/18  
12/13/18



# CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

## CLAIM FORM

(Please Type Or Print)

CLAIM AGAINST City of Lemoore, Parks and Recreation

(Name of Entity)

Claimant's name: Laura Doonan

SS#                      DOB:                      Gender: Male                      Female ☒

Claimant's address: Lemoore, CA 93245 Telephone:                     

Address where notices about claim are to be sent, if different from above:                     

Date of incident/accident: September 17, 2018

Date injuries, damages, or losses were discovered: September 20, 2018 doctor confirmed fracture not bruise

Location of incident/accident: Historic park of Bush Street

What did entity or employee do to cause this loss, damage, or injury? Tall straight slide had close to a three foot drop (I'm 5'3" tall the end of slide was at my belly button; pic shows slide edge near my chest)

(Use back of this form or separate sheet if necessary to answer this question in detail )

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? Called parks and rec to report dangerous drop at end of slide; maintenance was sent and now drop is approx. 17"

What specific injuries, damages, or losses did claimant receive? I fractured #6 left rib

(Use back of this form or separate sheet if necessary to answer this question in detail )

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)]

\$563.00 to cover medical charge

How was this amount calculated (please itemize)? Medical charge

(Use back of this form or separate sheet if necessary to answer this question in detail )

Date Signed: 11-7-2018 Signature:                     

If signed by representative:

Representative's Name                      Address                     

Telephone #                     

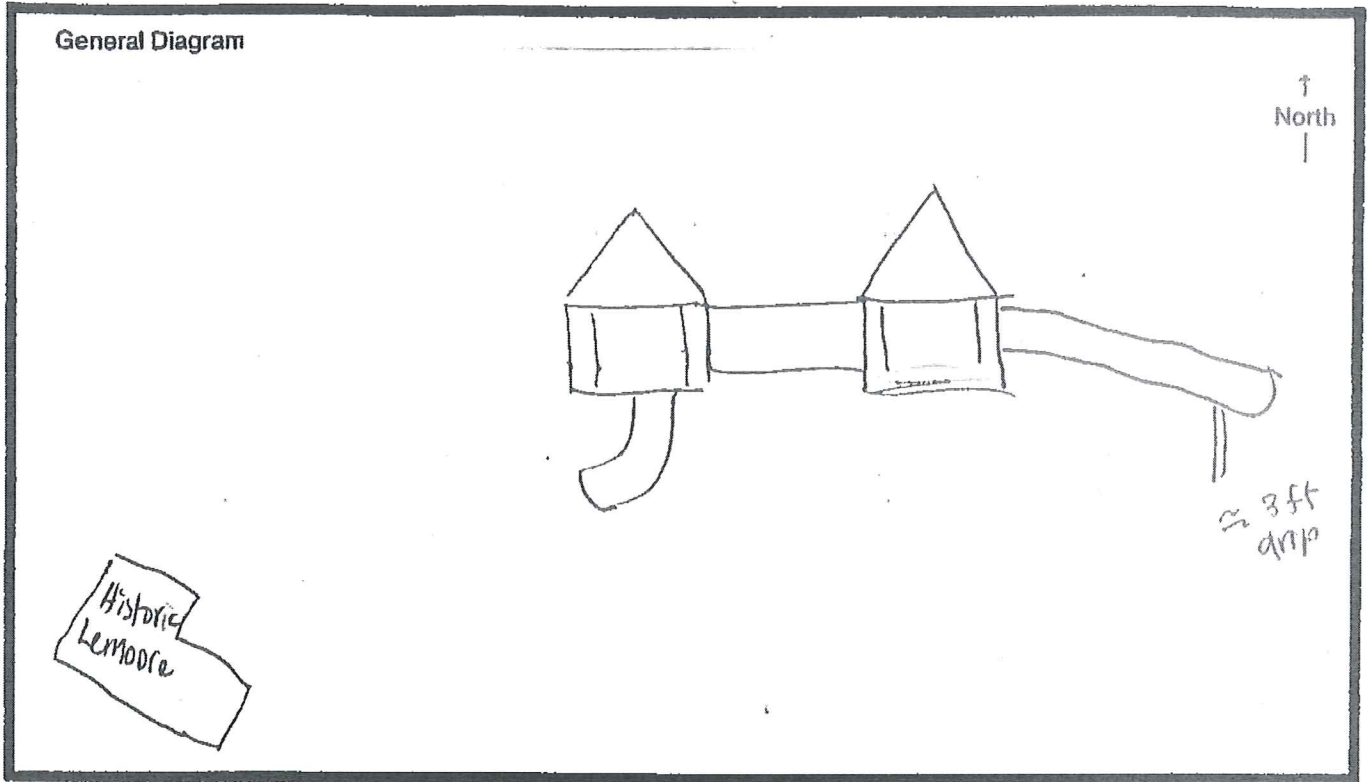
Relationship to Claimant                     

① video shows end of slide at my knee after filled in ditch  
② to Tania Vampas

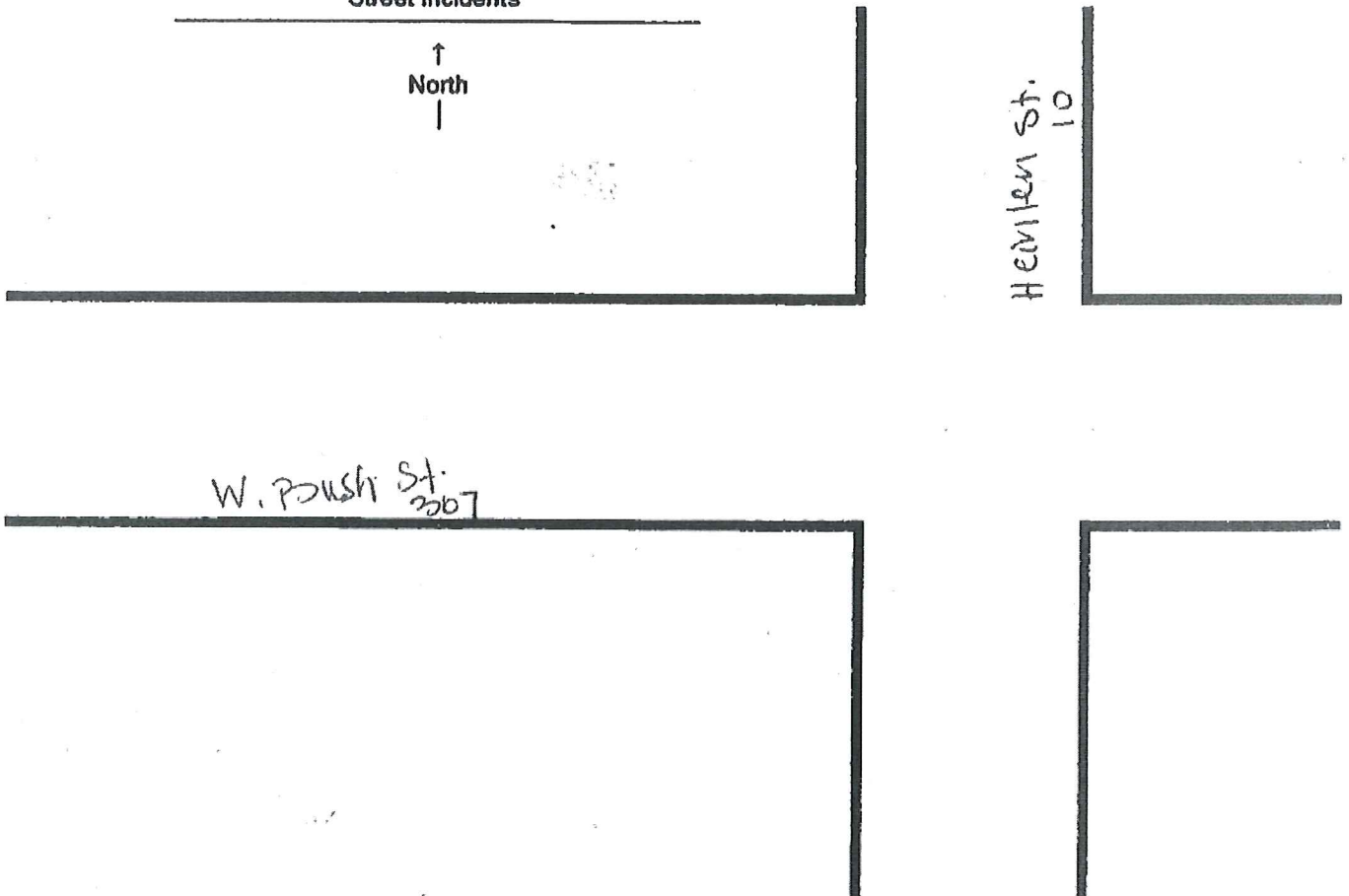
CITY CLEF  
NOV -  
RECE

# DIAGRAMS

General Diagram



Street Incidents



WORK'S OFFICE

7 2018

IVED



41  
standing at bottom - Before corrected



Before, but cannot really see deep ditch





Name: Laura Doonan } PCP: Pcp Unassigned

## After Visit Summary

### After Visit Summary®

This page contains your personal health information related to a specific office visit. You can review details about your clinician's location, upcoming appointments and visit instructions, current medications, and allergies.

## Laura Doonan

9/20/2018 10:00 AM Urgent Care Office Visit  
MRN: 54327303

Description: Female DOB:

Provider: Department:  
Korina A Roseville  
Tanner, Urgent Care  
MD

Roseville Urgent Care  
3 Medical Plaza, Suite 140  
Roseville CA 95661  
Phone: 916-865-1400

### Reason for Visit

Rib pain

### Vital Signs - Last Recorded

BP	Pulse	Temp	Resp	Wt
140/90 (Site: RA, Position: Sitting, Cuff Size: R)	76	98.7 °F (37.1 °C)	16	71.7 kg (158 lb 1.6 oz)
SpO2	BMI			
98%	28.01 kg/m <sup>2</sup>			

### To Do List

Future Orders	Date Expected	Expires
XR SHOULDER 2 OR MORE VIEWS LEFT	9/20/2018 (Approximate)	9/20/2019

### Instructions

Patient Education

**Rib Contusion**

This information is not intended to replace advice given to you by your health care provider.  
Make sure you discuss any questions you have with your health care provider.  
Document Released: 09/12/2002 Document Revised: 05/25/2017 Document Reviewed:  
09/29/2015  
Elsevier Interactive Patient Education © 2018 Elsevier Inc.

No risk assessment data

## Medications Ordered Today

## Your Current Medications Are

### Allergies as of 9/20/2018

Sulfa Antibiotics

Health Maintenance:items completed today are updated within 24 hours

Health Maintenance Topics with due status: Overdue

Topic

Date Due

## Basic Information

Date Of Birth Sex  
Female

Race Ethnicity  
White/Caucasian Non Hispanic

Preferred Language  
ENGLISH

- No narrative on file

## OBJECTIVE:

RESP: clear to auscultation bilaterally. No wheezes, rales or rhonchi noted

CHEST: pain with palpation along 6th rib, mid clavicular space on the left. No crepitus noted

MUSC: left shoulder diffusely tender over the rotator cuff. Limited range of motion and strength unable to be determined due to pain. Neurovascular intact.

→ XRAY: no shoulder fracture

→ XRAY: Acute rib fracture involving the left sixth rib with trace localized pleural fluid, possibly hematoma. Negative for acute pulmonary infiltrate or pneumothorax.

## ASSESSMENT:

→ (S22.32XA) Closed fracture of one rib of left side, initial encounter (primary encounter diagnosis)

Comment:

Plan: meds per epic, discussed importance of deep breathing with splinting if necessary.

Recheck with PMD in 1 week or sooner if worsens

(S40.012A) Contusion of left shoulder, initial encounter

Comment: likely sprain

Plan: XR SHOULDER 2 OR MORE VIEWS LEFT, diclofenac EC

(VOLTAREN) 75mg Tab

Discussed range of motion exercises to prevent frozen shoulder, NSAIDs as above

MyChart® licensed from Epic Systems Corporation © 1999 - 2016



Patient Name: **Laura Doonan**  
Guarantor Name: **Laura Doonan**  
Guarantor Account #:  
Bill Date: **10/07/18**

Page 1 of 2

**PHYSICIAN SERVICES BILL SUMMARY**

Previous Balance	\$ 0.00
New Charges	+ 609.00
Payments/Adjustments	- 45.92
New Balance	\$ 563.08

**Payment Due**

Your Insurance Has Been Billed.  
Your Responsibility To Pay Is

**\$ 563.08**

Please Pay In Full By

**10/27/18**

Thank you for choosing Sutter Medical Foundation. The amount due represents your responsibility.

**Insurance Information On File**

Primary: **Blue Shield**  
Secondary: **No Secondary Insurance**

For your security, credit card payments are accepted online or by phone.



**Pay Online (Recommended)**  
[myhealthonline.sutterhealth.org](http://myhealthonline.sutterhealth.org)



**Pay By Phone (24/7)**  
Call (866) 681-0736.



**Pay By Mail**  
Send your payment using the coupon below.



**Billing Help**  
Call (866) 681-0736, Billing Representatives are available M-F 7:00am - 7:00pm and Saturday 7:00am - 2:00pm PST. When asked, please provide your account #, which is **54327303**. Please note that our call volumes are heaviest on Mondays, which may result in longer than average wait times.



**Financial Assistance**  
Call (866) 681-0736. Please tell us if you cannot pay your bill in full and let us help you. Monthly payment plans and other financial assistance programs are available for those patients that meet certain financial criteria.



Please See Reverse Side for Account Detail.

 **Sutter Health**  
Sutter Medical Foundation



If your insurance or address has changed, please update online or call (866) 681-0736.

34523 1 MB 0.421

  
LAURA DOONAN

LEMOORE, CA 93245-9338

Guarantor Account #

Due Date

Payment Due

Amount I am paying

**10/27/18**

**\$ 563.08**

**\$ 563.08**



Pay online at [myhealthonline.sutterhealth.org](http://myhealthonline.sutterhealth.org) or by phone at (866) 681-0736. We accept Visa, MasterCard, Discover, and American Express.

**10/15/18 GICC Pymt**

**Make Checks Payable to:**

**Sutter Medical Foundation**

PO Box 255228

Sacramento, CA 95865-5228



CITY CLERK'S OFFICE

NOV 30 2018

RECEIVED

Laura Doonan

Lemoore, CA 93245

November 27, 2018

City of Lemoore  
Office of the City Manager  
711 West Cinnamon Drive  
Lemoore, CA 93245

**RE: Accident at the slide**

To Whom It May Concern,

It was a beautiful sunny day on September 17, 2018. Around noon, I took my two grandsons to the Lemoore Park off Bush Street, near my home. My two grandsons aged 4 and 1 ½ years climbed up the play structure to the slides. My four-year-old grandson told me the 1 ½ year old wanted to go down the tall straight slide. The slide was tall so I felt I should go down the slide with him. My four-year-old grandson watched as we went down the slide. I remember getting to the bottom of the slide, looking for my footing, but could not find the ground or remember my feet touching the ground. I do remember thinking I don't want to crush my grandson. He landed near the bottom of the slide on his tummy. I remember slamming down on my left side about a foot away from him. It took my breath away. My four-year-old grandson asked if I was okay and I told him "no". The 1 ½ year old started crying so I crawled to him to see if he was okay. I lifted his shirt and saw there were a couple of pink marks on his chest, but he was okay. I, on-the-other-hand, was not okay and told the kids we had to go home.

After I got home, I immediately called the Parks and Recreation Department to let them know what had happened and that my main concern was to prevent anyone else from getting hurt. I was told they would send maintenance out to the park. I was told I could file a claim. Just in case, I took a picture of the bottom of the slide after my accident. The picture put the bottom of the slide up to my belly button and the sides near my chest (I'm 5'3"). Later, I went back to the park to find maintenance personnel had raised the ground under the slide. I took a video to show maintenance personnel had filled in the area below the slide, which put the bottom of the slide up to my knee. Now the slide was safe! I went to Urgent Care to find I had a fractured rib from the accident. It was very painful and took at least six weeks to recover.

If you have any questions, please let me know.

Kind Regards,

Laura Doonan



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6700 • Fax (559) 924-6708

## Staff Report

**Item No: 7-3**

**To: Lemoore City Council**

**From: Linda Beyersdorf, Management Analyst**

**Date: December 7, 2018**

**Meeting Date: December 18, 2018**

**Subject: Fiscal Year 2018-19 Mid-Year Budget Amendment for Fleet Maintenance**

**Strategic Initiative:**

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

**Proposed Motion:**

Approve a budget amendment for the Fleet Maintenance Department.

**Subject/Discussion:**

Staff has reviewed the current status of the FY 2018-19 Fleet Maintenance Department budget and recommends amendments for fuel (4220F), CNG (4220 CNG) and repair/maintenance supplies (4230).

		Actual 2016-17	Actual 2017-18	Budget 2018-19	Proposed Budget	Difference
4220F	Operating Supplies Fuel	157,656	220,255	150,000	260,000	110,000
4220CNG	Operating Supplies CNG	52,741	55,884	35,000	67,000	32,000
4230	Repair/Maint. Supplies	132,009	127,506	52,000	130,000	78,000

Staff is recommending an increase in Operating Supplies Fuel (4220F) of \$110,000. The increase is due to additional fleet that was purchased and the use of vehicles that were previously not in use. Adding staff to the streets department last year increased the use of two vehicles that were previously idled.

Staff is recommending an increase in Operating Supplies CNG (4220CNG) of \$32,000. Staff estimates an overall expenditure of \$57,000 for FY 2018-19 for CNG. There were

checks processed in FY 2018-19 for \$10,000 that were from FY 2017-18. These checks account for the additional budget amount.

Staff is recommending an increase in Repair/Maintenance Supplies (4230) of \$78,000. The budget amendment will fall in line with expenditures in previous years. Taking into account expenditures so far this year, this item is on track to spend \$110,000.

**Financial Consideration(s):**

The Fleet Maintenance Fund is an Internal Service Fund, providing repair, preventative maintenance and fueling services for the City of Lemoore. As an internal service fund, the Fleet Fund operates with money that is paid out of other funds for the use of Fleet Services. This budget amendment will increase the fleet budget to \$906,380. Currently \$840,810 is budgeted throughout all budget units for maintenance, repair and fuel on all City vehicles. Department budgets will be adjusted to accommodate this increase once fleet allocations are processed.

**Alternatives or Pros/Cons:**

None noted.

**Commission/Board Recommendation:**

Not applicable.

**Staff Recommendation:**

Staff recommends that City Council approve a budget amendment for the Fleet Maintenance Department.

**Attachments:**

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

**Review:**

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

**Date:**

12/13/18  
12/13/18  
12/13/18



# CITY OF LEMOORE

## BUDGET AMENDMENT FORM

Date:	12/18/2018	Request By:	Linda Beyersdorf
Requesting Department: Fleet			

**TYPE OF BUDGET AMENDMENT REQUEST:**

- ☐ Appropriation Transfer within Budget Unit  
☒ All other appropriations (Attach Council approved Staff Report)

**FROM:**

Fund	Budget Unit	Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget
040		1010	Fleet Reserves	\$ (220,000.00)	\$ (220,000.00)

**TO:**

Fund	Budget Unit	Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget
040	4265	4220F	\$ 150,000.00	\$ 110,000.00	\$ 260,000.00
040	4265	4220CNG	\$ 35,000.00	\$ 32,000.00	\$ 67,000.00
040	4265	4230	\$ 52,000.00	\$ 78,000.00	\$ 130,000.00

**JUSTIFICATION FOR CHANGE/FUNDING SOURCE:**

Mid year budget amendment

**APPROVALS:**

Department Head:	Date:
City Manager:	Date:
Completed By:	Date:





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## Staff Report

**Item No: 7-4**

**To: Lemoore City Council**

**From: Linda Beyersdorf, Management Analyst**

**Date: December 7, 2018**

**Meeting Date: December 18, 2018**

**Subject: Budget Amendment – Fund 020 (Traffic Safety) for Repair of In Roadway Warning Lights**

**Strategic Initiative:**

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

**Proposed Motion:**

Approve a budget amendment of \$20,875 for Fund 020 (Traffic Safety) to repair In Roadway Warning Lights (IRWL).

**Subject/Discussion:**

Currently the IRWL at Spruce Avenue and Lemoore Avenue has a missing LumiSign and button to activate the signal on the east side of the crosswalk. A vehicle knocked down the pole. Due to the age of the lighted crosswalk, staff would like to replace both poles and update the lighting in the street.

Fund 020 (Traffic Safety) can be used for this transaction; however, there are currently no funds budgeted in this account. Staff would like to transfer funds to complete this task.

**Financial Consideration(s):**

The budget amendment of \$20,875 will be funded with Traffic Safety Fund Reserves.

**Alternatives or Pros/Cons:**

**Pros:**

- Increased safety for pedestrians crossing Lemoore Avenue

**Cons:**

- Additional cost was not budgeted for fiscal year 2018-19

**Commission/Board Recommendation:**

Not applicable.

**Staff Recommendation:**

Staff recommends that City Council approve a budget amendment in the amount of \$20,875.

**Attachments:**

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

**Review:**

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

**Date:**

12/13/18  
12/13/18  
12/13/18



# CITY OF LEMOORE

## BUDGET AMENDMENT FORM

Date:	12/18/2018	Request By:	Linda Beyersdorf
Requesting Department: Public Works			

**TYPE OF BUDGET AMENDMENT REQUEST:**

- ☐ Appropriation Transfer within Budget Unit
- ☒ All other appropriations (Attach Council approved Staff Report)

**FROM:**

Fund	Budget Unit	Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget
020		1010	Traffic Safety Reserves	\$ (20,875.00)	

**TO:**

Fund	Budget Unit	Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget
001	4231	4310	\$ 139,444.00	\$ 20,875.00	\$ 160,319.00

**JUSTIFICATION FOR CHANGE/FUNDING SOURCE:**

Position Allocation for Refuse Driver

**APPROVALS:**

Department Head:	Date:
City Manager:	Date:
Completed By:	Date:





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## Staff Report

**Item No: 7-5**

**To: Lemoore City Council**

**From: Nathan Olson, City Manager**

**Date: December 11, 2018 Meeting Date: December 18, 2018**

**Subject: Approve Quit Claim of section 6 of Memorandum of Covenants, Restrictions and Easements between the Westlands Water District, a California Water District, and SSC Farms J, LLC, a California limited liability company, and the acceptance of Easement Reservation between the City of Lemoore and Sandridge Partners, L.P., a California limited partnership - Resolution 2018-53**

### **Strategic Initiative:**

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

### **Proposed Motion:**

Approve Resolution 2018-53 authorizing the Quit Claim of section 6 of Memorandum of Covenants, Restrictions and Easements between the Westlands Water District, a California Water District Water District and SSC Farms J, LLC, a California limited liability company and acceptance of Easement Reservation between the city of Lemoore and Sandridge Partners L.P., a California limited partnership.

### **Subject/Discussion:**

The Memorandum of Covenants, Restrictions and Easements between the Westlands Water District, a California Water District Water District and SSC Farms J, LLC, a California limited liability company recorded by the Kings County Clerk Recorder dated 9/13/2007 states in section 6:

City of Lemoore Future Pipeline Easement. Landowner shall grant, upon request and at no cost, to the city of Lemoore a pipeline easement for the purpose of transporting treated

*"In God We Trust"*

wastewater from the City of Lemoore's wastewater treatment plant to lands currently owned by the District located south of the Property. Landowner is obligated to cooperate with the City of Lemoore in good faith to develop and impose such easement.

Since the memorandum, Sandridge Partners has reached an agreement with Recurrent Energy to utilize this land for a future solar project site. The existing memorandum allows the city to be able to negotiate an easement within a wide range of said property, hindering the ability to place needed infrastructure for the solar project.

The proposed Easement Reservation will allow the city future access in the spirit of the original memorandum that allows for a future easement that runs along the western edge of the Empire Westside Irrigation District's main canal. The proposed easement meets the future needs of the city of Lemoore and Sandridge Partners.

**Financial Consideration(s):**

No fiscal impact to the city at this time.

**Alternatives or Pros/Cons:**

N/A

**Commission/Board Recommendation:**

N/A

**Staff Recommendation:**

Staff recommends that City Council approve Resolution 2018-53 authorizing the Quit Claim of section 6 of Memorandum of Covenants, Restrictions and Easements between the Westlands Water District, a California Water District Water District and SSC Farms J, LLC, a California limited liability company and acceptance of Easement Reservation between the city of Lemoore and Sandridge Partners L.P., a California limited partnership.

**Attachments:**

- ☒ Resolution: 2018-53
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☒ Other

List: Pipeline Easement Agreement  
Memorandum of Covenants, Restrictions and Easements  
Quit Claim Deed  
Exhibit A to Quit Claim Deed  
Easement Reservation and Map

**Review:**

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

**Date:**

12/13/18  
12/14/18  
12/11/18

**RESOLUTION NO. 2018-53**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE  
SUMMARILY VACATING RIGHT OF EASEMENT AND  
ACCEPTING PIPELINE EASEMENT**

**WHEREAS**, the Westlands Water District and SSC Farms I, LLC previously entered into a Memorandum of Covenants, Restrictions and Easements attached hereto as Exhibit “A” (“Memorandum”) that, among other things, required the parties to grant to a City a pipeline easement for the purpose of transporting treated wastewater across the property; and

**WHEREAS**, the City has received a request to vacate the right of easement contained in Section 6 of the Memorandum and accept an easement from Sandridge Partners, L.P., as more fully described in the Pipeline Easement Agreement attached hereto as Exhibit “B” (“Easement”); and

**WHEREAS**, the vacation of the rights contained in Section 6 of the Memorandum is made pursuant to Chapter 4 (Summary Vacation) of Part 3 of Division 9 of the Streets and Highways Code, and Chapter 12.7 of Division 7 of Title 1 of the Government Code; and

**WHEREAS**, the City Council finds that the rights to be vacated are not required for street, highway or other non-motorized transportation facility purposes; and

**WHEREAS**, the City Council finds from the evidence that the proposed vacation is consistent with the General Plan; and

**WHEREAS**, the proposed vacation has been determined to be categorically exempt from the provisions of the California Environmental Quality Act; and

**WHEREAS**, it would be in the best interest of the City to vacate the right referenced above and accept the Easement.

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

1. The right of easement contained in Section 6 of the Memorandum attached hereto as Exhibit “A”, is hereby vacated.
2. A certified copy of this Resolution shall be recorded in the office of the Kings County Recorder.
3. From and after the date of recording of this Resolution the vacated right of easement shall no longer constitute a street, road, highway, public service easement, or right-of-way.
4. The City Manager is authorized to execute a deed releasing the City’s interest in the easement as it relates to the Memorandum.

5. The City Council accepts that certain easement as more fully set forth in Exhibit B, conveying to the City of Lemoore the real property described therein.

6. The City Council authorizes the City Manager to execute and record the Pipeline Easement Agreement.

7. The City Manager and his designees are also authorized to execute a Certificate of Acceptance and such other documents as may be needed to finalize this transaction.

**PASSED AND ADOPTED** by the City Council of the City of Lemoore at a Regular Meeting held on the 18<sup>th</sup> day of December 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

---

Mary J. Venegas  
City Clerk

---

Mayor

RECORDING REQUESTED BY,  
AND WHEN RECORDED MAIL TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### PIPELINE EASEMENT AGREEMENT

PIPELINE EASEMENT AGREEMENT (the "Agreement") is made effective as of \_\_\_\_\_, 2018 (the "Effective Date"), by and between SANDRIDGE PARTNERS, L.P., a California limited partnership ("Grantor") and CITY OF LEMOORE, a municipal corporation ("Grantee"). Grantor and Grantee are sometimes collectively referred to in this Agreement as the "Parties" or singularly as a "Party."

#### R E C I T A L S:

A. Grantor is the owner of that certain real property located in the County of Kings, State of California, commonly referred to as Kings County Assessor's Parcel Numbers 026-020-018 and 026-020-019 and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Burdened Property").

B. The Burdened Property, together with other properties, are subject to that certain Memorandum of Covenants, Restrictions and Easements, recorded on September 13, 2007, as Document No. 0723568, in the Official Records of Kings County, California (the "Memorandum"), relating to certain real property as described therein (the "Memorandum Property").

C. Section 6 of the Memorandum states the following: "City of Lemoore Future Pipeline Easement. Landowner shall grant, upon request and at no cost, to the City of Lemoore a pipeline easement for the purpose of transporting treated wastewater from the City of Lemoore's wastewater treatment plant to lands currently owned by the [Westlands Water] District located south of the [Memorandum] Property. Landowner is obligated to cooperate with the City of Lemoore in good faith to develop and impose such easement."

D. Grantee has agreed to terminate its blanket right to request, develop, and impose a pipeline easement over the Memorandum Property pursuant to Section 6 of the Memorandum, and, in return, Grantor has agreed to grant to Grantee a perpetual easement and right-of-way for pipelines across a certain portion of the Burdened Property.

E. Grantor now desires to grant to Grantee and Grantee desires to obtain from Grantor a perpetual easement and right-of-way for pipelines across the Burdened Property, pursuant to the terms and subject to the conditions of this Agreement.



NOW THEREFORE, in consideration of the mutual covenants and conditions contained below, the Parties agree as follows:

1      **Grant of Easement.**

(a)      **The Pipeline Easement.** Grantor hereby grants to Grantee and its successors and assigns (i) a perpetual and non-exclusive easement in gross under and across a portion of the Burdened Property for an underground pipeline to transport treated wastewater across the Burdened Property as described in Exhibit "B" attached hereto and incorporated herein by this reference (the "Pipeline Easement"); (ii) the right of entry upon the Pipeline Easement and the right to construct, operate and maintain an underground pipeline located within the Pipeline Easement for such purpose; and (iii) the right to install, operate, and maintain a replacement underground pipeline within the Pipeline Easement.

(b)      Notwithstanding any provision of this Agreement to the contrary, the Pipeline Easement and rights granted by Grantor to Grantee are easements in gross. The Pipeline Easement and the rights, duties, obligations and responsibilities of Grantor are appurtenant to and run with the Burdened Property. The rights and obligations hereunder shall not be severed from the Burdened Property, and the Pipeline Easement shall be binding upon and inure to the benefit of the Burdened Property and any party having any right, title or interest in and to the Burdened Property. Grantor agrees that the Pipeline Easement may continue to be used for the purposes described herein for the benefit of any property owned, leased, or otherwise occupied or used by Grantee or Grantee's successors, assigns, and tenants.

2.      **Grantor's Use of Burdened Property.** Grantor shall not grant or assign to others any easement that shall be inconsistent with or unreasonably interfere with the rights of Grantee or its assigns hereunder. For the avoidance of doubt, however, Grantee agrees that Grantor may grant easements to other parties over or which cross the Pipeline Easement for roads and for overhead or underground improvements and facilities, such as electrical lines, poles, conduits, cables, wires, and other utility and telecommunications lines. In addition to the foregoing, and notwithstanding anything to the contrary in this Agreement, Grantor shall have the right to make any use of the Burdened Property that does not unreasonably interfere with the use and enjoyment of the Pipeline Easement by Grantee as permitted under this Agreement.

3.      **Construction, Maintenance, Repair, and Operation Costs of the Pipeline and Pipeline Easement.** Grantee shall be responsible for all construction, maintenance, repair and replacements costs of the Pipeline Easement and the pipeline located therein. The pipeline shall be maintained sufficiently so as not to endanger persons or property. The Parties further agree that Grantee shall pay all utility costs for the operation and use of the pipeline. Grantee shall leave the Burdened Property in a clean condition following any construction, improvement or maintenance, and shall immediately repair any damage to the Burdened Property caused by such construction, at Grantee's sole expense. Notwithstanding any provision of this Agreement to the contrary, in the event that Grantor in any way causes damage to the pipeline or the Pipeline Easement, Grantor shall be responsible for repairing such damage to Grantee's reasonable satisfaction.

4. **Indemnity.**

(a) Grantee covenants to and does hereby agree to indemnify, defend and hold Grantor harmless from and against all claims and all costs, expenses, and liabilities (including reasonable attorneys' fees) incurred in connection with all claims arising from or as a result of the death or any accident, injury, loss, or damage caused to any natural person, or to property, arising out of Grantee's (and Grantee's employees', invitees' and tenants') use of the Pipeline Easement and exercise of its rights hereunder.

(b) Grantor covenants to and does hereby agree to indemnify, defend, and hold Grantee harmless from and against all claims and all costs, expenses, and liabilities (including reasonable attorneys' fees) incurred in connection with all claims arising from or as a result of the death or any accident, injury, loss, or damage caused to any natural person, or to property to the extent caused by Grantor's (and Grantor's employees, invitees and tenants) use of the Pipeline Easement.

5. **Quitclaim of Blanket Easement Under the Memorandum.** Grantee hereby remises, releases and forever quitclaims to the current legal fee owners of the Memorandum Property subject to the Memorandum its blanket right to request, develop, and impose a pipeline easement over the Memorandum Property which Grantor may have acquired pursuant to Section 6 of the Memorandum.

6. **Miscellaneous**

(a) **Entire Agreement.** This Agreement and items incorporated herein contain all of the agreements of the Parties with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

(b) **Amendments.** This Agreement may only be amended in writing by an amendment hereto executed by Grantee or its successors or assigns and Grantor's or its successors or assigns and recorded in the Official Records of the County of Kings.

(c) **Inurement, Benefit, Binding Effect.** The Pipeline Easement and covenants and agreements contained herein shall inure to the benefit of and shall be binding upon Grantor and Grantee, and their respective successors, assigns, heirs, executors, administrators and personal representatives. The Pipeline Easement and the covenants and agreements of Grantor set forth in this Agreement are established for the benefit of Grantee and its successors and assigns, shall be covenants running with the land and equitable servitudes binding upon the Burdened Property and each portion thereof, and shall apply to and be binding upon Grantor and every person having or acquiring any fee, leasehold or other right, title or interest in the Burdened Property or any part thereof. This Agreement is not intended to grant rights to the public in general. Grantee shall not assign, sublease, license, mortgage, encumber or otherwise convey all or any portion of its interests under this Agreement without obtaining the prior written consent of Grantor.



(d) **Notices.** Notices or other communications hereunder shall be in writing and shall be sent by certified mail, return receipt requested, or by any national overnight courier company, or by personal delivery addressed as follows:

To Grantor: Sandridge Partners, L.P.  
Attn: John T. Vidovich  
960 N. San Antonio Road #114  
Los Altos, CA 94022  
Telephone: (650) 209-3232  
Email: jvidovich@SRPFarms.com

To Grantee: City of Lemoore  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

Notices sent by certified mail shall be deemed given on the date of delivery or attempted delivery as shown on the return receipt. Notices sent by personal delivery or courier service shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder upon prior notice to the other party as provided herein.

(e) **Attorneys' Fees.** If the services of an attorney are required by any Party to secure the performance of this Agreement or otherwise upon the breach or default of another Party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provision of this Agreement or the rights and duties of any person in relation thereto, the prevailing party shall be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which such Party may be entitled.

(f) **Severability.** If any term or provision of this Agreement is, to any extent, held invalid or unenforceable, the remainder of this Agreement shall not be affected.

(g) **Further Assurances.** From and after the execution, delivery and recordation of this Agreement, each Party shall cooperate with the other Party in taking such actions, executing such instruments and granting such rights as may be reasonably necessary to effectuate the purposes of the parties in entering into this Agreement and to perfect the rights granted hereunder.

(h) **Recording.** Grantee shall record this Agreement and any amendments thereto in the Official Records of Kings County, and may re-record any such documents at any time as may be required or advisable to preserve its rights under this Agreement.



(i) **Relationship.** Nothing contained in this Agreement shall be deemed or construed, either by the parties or by any third party, to create the relationship of principal and agent or create any partnership, joint venture, or other association between the parties.

(j) **Governing Law.** This Agreement and all documents provided for herein and the rights and obligations of the Parties hereto shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of California (without giving effect to any choice of law principles).

(k) **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute an agreement binding the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

**“Grantor”**

SANDRIDGE PARTNERS, L.P.  
a California limited partnership

By: JOHN VIDOVICH, LLC  
a California limited liability company  
Its: sole general partner

By: \_\_\_\_\_  
John T. Vidovich, Manager

**“Grantee”**

CITY OF LEMOORE  
a municipal corporation

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

**[ABOVE SIGNATURES MUST BE ACKNOWLEDGED]**



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 ) ss:  
County of Kings )

On \_\_\_\_\_, 2018, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

## EXHIBIT "A"

### The Burdened Property

Real property in the unincorporated area of the County of Kings, State of California, described as follows:

PARCEL 2A: APN: 026-020-018

ALL THAT PORTION OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 19 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

BEGINNING AT A POINT 490 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 2; THENCE SOUTH 28° 32' WEST 227 FEET TO A POINT; THENCE SOUTH 56° 10' WEST 1440 FEET TO A POINT; THENCE SOUTH 44° 28' WEST 194 FEET TO A POINT; THENCE SOUTH 3° 03' WEST 1470 FEET TO A POINT; THENCE SOUTH 23° 27' EAST 500 FEET TO A POINT; THENCE SOUTH 25° 57' EAST 2006 FEET TO A POINT; THENCE SOUTH 2° 27' WEST 400 FEET TO A POINT ALONG THE SOUTH LINE OF SAID SECTION 2; THENCE EAST 434.68 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 2; THENCE NORTH 0° 00' EAST 5245 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL MINERALS, MINERAL DEPOSITS, OILS, PETROLEUM, ASPHALTUM, HYDROCARBONS AND NATURAL GASES AS RESERVED BY SECURITY TRUST AND SAVINGS BANK, A CORPORATION, IN ITS DEED TO NOBLE SHEEP COMPANY DATED OCTOBER 26, 1922 RECORDED IN BOOK 80, PAGE 162 OF DEEDS, AS DOCUMENT NUMBER 3843.

PARCEL 2B: APN: 026-020-019

ALL THAT PORTION OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 19 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE WEST 434.68 FEET TO A POINT; THENCE SOUTH 4° 52' WEST 1194 FEET TO A POINT; THENCE SOUTH 20° 12' WEST 3848 FEET TO A POINT; THENCE SOUTH 7° 00' EAST 150 FEET TO A POINT; THENCE EAST 1170 FEET TO THE CENTERLINE OF EMPIRE IRRIGATION DISTRICT'S OUTSIDE CANAL; THENCE NORTH 86 FEET TO A POINT; THENCE NORTH 35° 40' EAST, ALONG THE CENTERLINE OF SAID CANAL, 1132 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID SECTION 11; THENCE NORTH 00° 00' EAST 3933 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL MINERALS, MINERAL DEPOSITS, OILS PETROLEUM, ASPHALTUM, HYDROCARBONS AND NATURAL GASES AS RESERVED BY SECURITY TRUST AND SAVINGS BANK, A CORPORATION, IN ITS DEED TO NOBLE SHEEP COMPANY DATED OCTOBER 26, 1922 RECORDED IN BOOK 80, PAGE 162 OF DEEDS, AS DOCUMENT NUMBER 3843.

## EXHIBIT "B"

### Depiction and Legal Description of the Pipeline Easement

#### EASEMENT RESERVATION

#### LEGAL DESCRIPTION

Portions of the East half of Section 2 and the East half of Section 11, Township 20 South, Range 19 East, Mount Diablo Base and Meridian, according to the official plat thereof, situate in the County of Kings, State of California, described as follows:

Beginning at the Northeast corner of said Section 2; thence

- 1) North 89° 19' 57" West, along the north line of said Section, a distance of 96.50 feet; thence
- 2) South 00° 44' 17" West, a distance of 2837.85 feet to a point which lies 102.60 feet west of the east line of said Section 2; thence
- 3) South 00° 04' 05" East, a distance of 2290.30 feet to a point which lies 75.30 feet west of said east line; thence
- 4) South 27° 30' 18" West, a distance of 132.00 feet to a point which lies 135.00 feet west of said east line; thence
- 5) South 00° 36' 54" West, parallel with the east lines of said Sections 2 and 11, a distance of 4173.15 feet; thence
- 6) South 18° 10' 10" West, a distance of 87.63 feet to a point which lies approximately 191.50 feet northwesterly of the centerline of the Empire Westside Irrigation District's Main Canal; thence
- 7) South 36° 20' 21" West, a distance of 1261.50 feet; thence
- 8) South 08° 00' 13" West, a distance of 82.76 feet to a point which lies approximately 202.00 feet west of the centerline of said canal; thence
- 9) South 00° 13' 50" West, parallel with said centerline, a distance of 117.60 feet to the south line of said Section 11; thence
- 10) South 89° 34' 01" East, along said south line, a distance of 202.00 feet to the centerline of said canal; thence
- 11) North 00° 13' 50" East, along said centerline, a distance of 114.62 feet; thence
- 12) North 35° 43' 16" East, continuing along said centerline, a distance of 1228.71 feet to the east line of said Section 11; thence



- 13) North  $00^{\circ} 36' 54''$  East, along said east line, a distance of 3822.88 feet to the Northeast corner of said Section 11; thence
- 14) North  $00^{\circ} 36' 54''$  East, along the east line of said Section 2, a distance of 5782.79 feet to the Point of Beginning.

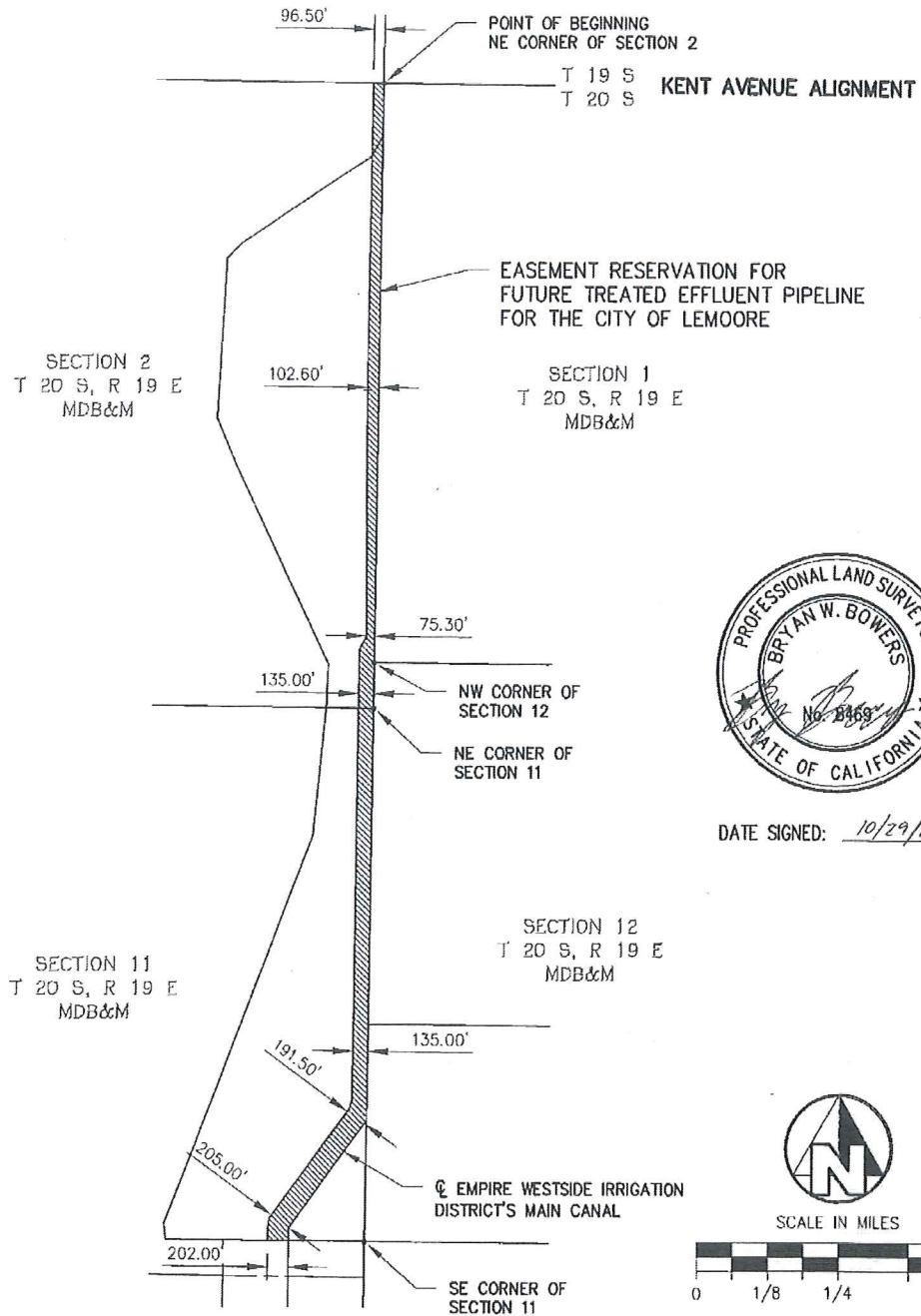
Contains an area of 31.25 acres, a little more or less.

**END OF DESCRIPTION**



Date  
Signed 10/29/18

# EASEMENT RESERVATION





Recording requested by:  
FIRST AMERICAN TITLE CO.

2114588-SR

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Westlands Water District  
P.O. Box 6056  
Fresno, CA 93703-6056  
Attention: Mr. Russ Freeman

NIL - 6302



Doc Nbr: 0723568

Doc Type: 22

Titles: 01 Pages: 015

Fees: 0.00

Taxes: 0.00

Paid: \$0.00

Kings County Clerk Recorder  
Ken Baird

09/13/2007

08:00:00

First American Title Company

r031

#### MEMORANDUM OF COVENANTS, RESTRICTIONS AND EASEMENTS

THIS MEMORANDUM OF COVENANTS, RESTRICTIONS AND EASEMENTS is made and effective upon recordation, by and between (i) Westlands Water District, a California water district ("District") and (ii) SSC Farms I, LLC, a California limited liability company, and SSC Farms II, LLC, a California limited liability company (individually and collectively, "Landowner"). Landowner has agreed to the following covenants, restrictions and easements as the assignee of the right to purchase the real property more fully described on the attached Exhibits A and B (the "Property") from District, under that certain Real Estate Purchase and Sale Agreement and Escrow Instructions dated as of October 25, 2005:

1. Surface Water Supplies and Allocation. As provided in the grant deeds to the Property recorded concurrently with this Memorandum (individually and collectively, the "Deeds"), District has reserved the exclusive, permanent right to all surface water rights, surface water allocations and similar entitlements appurtenant to or associated with the Property, including, but not limited to, the right to apply for and receive from District or its successor, a ratable allocation of water. Accordingly, no water from District will be available to the Property.
2. Farm Management Practices. For all of the Property, Landowner shall employ farm management practices designed to preserve the land's viability for agricultural crop production and to insure the shallow groundwater table is not negatively impacted. For the Southwest quarter of Section 3, Township 20 South Range 19 East, Mount Diablo Base and Meridian and the West half of Section 10, Township 20 South Range 19 East, Mount Diablo Base and Meridian, Landowner must either dry land farm this land or irrigate it only with a high efficiency irrigation system such as drip, micro spray, or linear/center pivot delivery systems approved in advance by District. The remainder of the Property may be irrigated using typical row crop method irrigation; provided, that in no event shall Landowner apply more than an average of two acre feet of irrigation water per acre per calendar year to the Property.
3. Groundwater Wells. Landowner shall not install groundwater wells on the Property with a combined yield exceeding Three Thousand Two Hundred (3,200) gallons per minute. Such wells shall pump water from above the Corcoran Clay layer, and shall only be used to irrigate the Property. The annual amount pumped by said groundwater wells shall not exceed Two Thousand (2,000) acre feet per calendar year.

"THIS DOCUMENT HAS BEEN SIGNED IN COUNTERPART."

2

4. Drainage Conveyance or Storm Runoff Facilities. As provided in the Deed, District has reserved a non-exclusive easement and right over the entire Property to construct drainage and/or storm runoff conveyance facilities on the Property. Landowner shall cooperate with District in such construction, and may not construct or install or locate any improvements, personal property or facilities that would interfere with the installation by District of any drainage and/or storm runoff conveyance facilities on the Property. District shall not be liable for any damages to any improvements, personal property or facilities caused by District's installation of drainage and/or storm runoff conveyance facilities on the Property.

5. Drainage Service Easement. As provided in the Deed, District has reserved an exclusive and permanent right to maintain, cause, permit, create, or allow the presence of subsurface water underlying the Property, and the permanent right, in District's sole discretion, to provide drainage or not provide drainage of the subsurface water underlying the Property. As a result, the Property will not be eligible for drainage service of any kind, as defined by the Bureau of Reclamation and/or the District.

6. City of Lemoore Future Pipeline Easement. Landowner shall grant, upon request and at no cost, to the City of Lemoore a pipeline easement for the purpose of transporting treated wastewater from the City of Lemoore's wastewater treatment plant to lands currently owned by the District located south of the Property. Landowner is obligated to cooperate with the City of Lemoore in good faith to develop and impose such easement.

7. Binding Effect. The rights, obligations, powers, covenants, conditions, restrictions benefits and burdens set forth herein shall be binding upon the each person having any interest in the Property derived through any owner thereof, including without limitation the parties' respective heirs, executors, administrators, successors, grantees and assigns. All such rights, obligations, powers, covenants, conditions, restrictions benefits and burdens shall be appurtenant to the Property and shall run with the land. In the event there is more than one owner of the Property, such rights, obligations, powers, covenants, conditions, restrictions benefits and burdens shall be (to the extent practical and permitted by law) apportioned among them in proportion to their interests (quantified in acreage equivalents) in their respective properties. No person who owns any interest in the Property shall under any circumstances be relieved of his or her pro rata share of the obligations described herein.

*[remainder of page intentionally left blank]*

3

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date first above written.

Westlands Water District, a California  
water district

By *Dave Ciapponi*  
Dave Ciapponi, Assistant General Manager

SSC Farms I, LLC, a California limited  
liability company

By \_\_\_\_\_  
Its \_\_\_\_\_

SSC Farms II, LCC, a California limited  
liability company

By \_\_\_\_\_  
Its \_\_\_\_\_

52195.001\SSC Foods OC&Rs



RECORDING REQUESTED BY

AND WHEN RECORDED RETURN TO:

Westlake One Trust  
c/o De Anza Partners  
960 North San Antonio Road, #114  
Los Altos, California 94022

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s):

CITY TRANSFER TAX \$ -0-

DOCUMENTARY TRANSFER TAX \$ -0-

- ☐ Computed on the consideration or full value of property conveyed, or  
☐ Computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale.  
☐ Unincorporated area: ☐ County of Kings County

**QUITCLAIM DEED  
(PIPELINE EASEMENT RIGHT)**

Reference is made to that certain Memorandum of Covenants, Restrictions and Easements by and between (i) Westlands Water District, a California water district (the "District"), and (ii) SSC Farms I, LLC, a California limited liability company, and SSC Farms II, LLC, a California limited liability company (collectively referred to therein as "Landowner"), recorded on September 13, 2007, as Document No. 0723568, in the Official Records of Kings County, California (the "Memorandum"), relating to certain real property as described therein (the "Property")

Section 6 of the Memorandum states the following:

"City of Lemoore Future Pipeline Easement. Landowner shall grant, upon request and at no cost, to the City of Lemoore a pipeline easement for the purpose of transporting treated wastewater from the City of Lemoore's wastewater treatment plant to lands currently owned by the District located south of the Property. Landowner is obligated to cooperate with the City of Lemoore in good faith to develop and impose such easement."

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the City of Lemoore ("Grantor"), hereby remises, releases and forever quitclaims to the current legal fee owners of the Property subject to the Memorandum its blanket right to request, develop, and

impose a pipeline easement over the Property which Grantor may have acquired pursuant to the Memorandum, but reserving to Grantor the specific right, upon request to the applicable landowner at such time, to obtain a non-exclusive easement for a pipeline at the location as more particularly described on Exhibit A attached hereto and incorporated herein (the "Easement Area").

Dated: \_\_\_\_\_, 2018

**GRANTOR:**

City of Lemoore,

a \_\_\_\_\_

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

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

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

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

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

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

## EXHIBIT A TO QUITCLAIM DEED

### LEGAL DESCRIPTION OF EASEMENT AREA

Property located in the unincorporated area, County of Kings, State of California, more particularly described as follows:

### EASEMENT RESERVATION

#### LEGAL DESCRIPTION

Portions of the East half of Section 2 and the East half of Section 11, Township 20 South, Range 19 East, Mount Diablo Base and Meridian, according to the official plat thereof, situate in the County of Kings, State of California, described as follows:

Beginning at the Northeast corner of said Section 2; thence

- 1) North 89° 19' 57" West, along the north line of said Section, a distance of 56.50 feet; thence
- 2) South 00° 44' 17" West, a distance of 2837.70 feet to a point which lies 62.60 feet west of the east line of said Section 2; thence
- 3) South 00° 03' 55" East, a distance of 2300.00 feet to a point which lies 35.30 feet west of said east line; thence
- 4) South 27° 33' 32" West, a distance of 131.77 feet to a point which lies 95.00 feet west of said east line; thence
- 5) South 00° 36' 54" West, parallel with the east lines of said Sections 2 and 11, a distance of 4170.00 feet; thence
- 6) South 18° 10' 05" West, a distance of 100.00 feet to a point which lies approximately 151.5 feet northwesterly of the centerline of the Empire Westside Irrigation District's Main Canal; thence
- 7) South 36° 20' 11" West, a distance of 1258.00 feet; thence
- 8) South 07° 59' 52" West, a distance of 69.96 feet to a point which lies approximately 162.0 feet west of the centerline of said canal; thence
- 9) South 00° 13' 50" West, parallel with said centerline, a distance of 115.00 feet to the south line of said Section 11; thence
- 10) South 89° 34' 01" East, along said south line, a distance of 162.00 feet to the centerline of said canal; thence
- 11) North 00° 13' 50" East, along said centerline, a distance of 114.62 feet; thence
- 12) North 35° 43' 16" East, continuing along said centerline, a distance of 1228.71 feet to the east line of said Section 11; thence

Exhibit A-1

- 13) North  $00^{\circ} 36' 54''$  East, along said east line, a distance of 3822.88 feet to the Northeast corner of said Section 11; thence
- 14) North  $00^{\circ} 36' 54''$  East, along the east line of said Section 2, a distance of 5782.79 feet to the Point of Beginning.

Contains an area of 31.25 acres, a little more or less.

END OF DESCRIPTION



Date  
Signed 10/29/10

## EASEMENT RESERVATION

### LEGAL DESCRIPTION

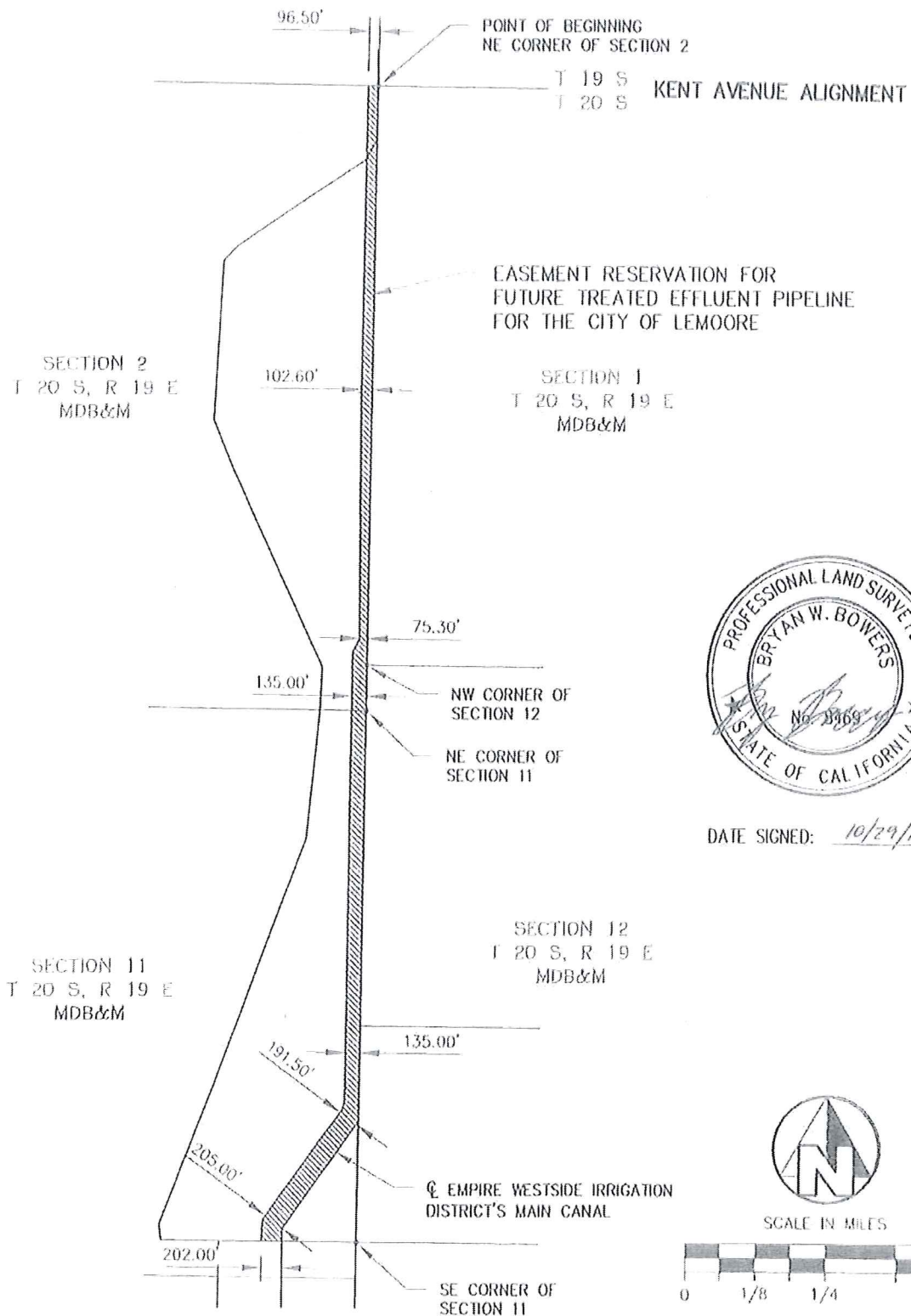
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- 2) South 00° 44' 17" West, a distance of 2837.85 feet to a point which lies 102.60 feet west of the east line of said Section 2; thence
- 3) South 00° 04' 05" East, a distance of 2290.30 feet to a point which lies 75.30 feet west of said east line; thence
- 4) South 27° 30' 18" West, a distance of 132.00 feet to a point which lies 135.00 feet west of said east line; thence
- 5) South 00° 36' 54" West, parallel with the east lines of said Sections 2 and 11, a distance of 4173.15 feet; thence
- 6) South 18° 10' 10" West, a distance of 87.63 feet to a point which lies approximately 191.50 feet northwesterly of the centerline of the Empire Westside Irrigation District's Main Canal; thence
- 7) South 36° 20' 21" West, a distance of 1261.50 feet; thence
- 8) South 08° 00' 13" West, a distance of 82.76 feet to a point which lies approximately 202.00 feet west of the centerline of said canal; thence
- 9) South 00° 13' 50" West, parallel with said centerline, a distance of 117.60 feet to the south line of said Section 11; thence
- 10) South 89° 34' 01" East, along said south line, a distance of 202.00 feet to the centerline of said canal; thence
- 11) North 00° 13' 50" East, along said centerline, a distance of 114.62 feet; thence
- 12) North 35° 43' 16" East, continuing along said centerline, a distance of 1228.71 feet to the east line of said Section 11; thence



# EASEMENT RESERVATION





711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6700 • Fax (559) 924-6708

## Staff Report

**Item No: 7-6**

**To: Lemoore City Council**

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

**Date: November 20, 2018**

**Meeting Date: December 18, 2018**

**Subject: Contract Award – CIP 5226 – Supplemental Engineering and Hydrogeological Services Related to Assessing and Rehabilitating Current City Wells**

**Strategic Initiative:**

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

**Proposed Motion:**

Approve contract with Aegis Groundwater Consulting, L.L.C. to provide supplemental engineering and hydrogeological services related to assessing and rehabilitating current City wells and authorize the City Manager to execute.

**Subject/Discussion:**

CIP 5226 covers well cleaning and maintenance. Aegis submitted a proposal to provide services to assess and rehabilitate current City wells. This contract will include data collection, well operational assessment, well head retrofitting and well rehabilitation planning. Aegis will prepare workplans for additional well monitoring, rehabilitation and well head retrofitting. These plans will help the City be proactive on maintenance and repair of City wells and prevent down time.

**Financial Consideration(s):**

This contract, not to exceed \$51,195, will be funded by CIP 5226 that has an overall budget of \$325,000.

**Alternatives or Pros/Cons:**

*“In God We Trust”*

None noted.

**Commission/Board Recommendation:**

Not applicable.

**Staff Recommendation:**

Staff recommends that council approve the Aegis Groundwater Consulting, LLC contract for engineering and hydrogeological services not to exceed \$51,195, and authorize the City Manager to sign.

**Attachments:**

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

**Review:**

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

**Date:**

12/13/18  
12/13/18  
12/13/18

## **CITY OF LEMOORE CONSULTANT SERVICES AGREEMENT**

This Consultant Services Agreement ("Agreement") is entered into between the City of Lemoore, a California municipal corporation ("City") and Aegis Groundwater Consulting, LLC. ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on the date signed by City, which shall occur after execution by Consultant ("Effective Date").

### **RECITALS**

- A. City desires to obtain services for supplemental engineering and hydrogeological services related to assessing and rehabilitating current City wells, as further set forth in the proposals from Consultant attached as **Exhibit A** ("Proposal") and incorporated herein by reference ("Services"). If there is a conflict between the terms of the Proposal and this Agreement, this Agreement shall control.
- B. Consultant is engaged in the business of furnishing the Services and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services.
- C. City desires to retain Consultant, and Consultant desires to provide the City with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Consultant agree as follows:

### **AGREEMENT**

- 1. Scope of Services. Consultant shall perform the Services described in the Recitals.
- 2. Commencement of Services; Term of Agreement. Consultant shall commence the Services upon City's issuance of a written "Notice to Proceed" and shall continue with the Services until Consultant, as determined by City, has satisfactorily performed and completed the Services, or until such time as the Agreement is terminated by either party pursuant to Section 16 herein, whichever is earlier.
- 3. Payment for Services. City shall pay Consultant a sum not to exceed \$51,195 as set forth in **Exhibit A** for the Services performed pursuant to this Agreement. Consultant shall submit monthly invoices to City containing detailed billing information regarding the Services provided and unless otherwise specified in **Exhibit A**, City shall tender payment to Consultant within thirty (30) days after receipt of invoice.
- 4. Independent Contractor Status. Consultant and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Consultant's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees or subcontractors, any claim or right of action against City.

5. Standard of Care. Consultant expressly represents it is qualified in the field for which Services are being provided under this Agreement and that to the extent Consultant utilizes subcontractors, employees, volunteers or agents, such subcontractors, employees, volunteers or agents are, and will be, qualified in their fields. Consultant also expressly represents that both Consultant and its subcontractors, employees, volunteers or agents, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Consultant and its subcontractors, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with all applicable laws and regulations.
6. Identity of Subcontractors and Sub-Consultants. No subcontractors shall be used.
7. Subcontractor Provisions. Not applicable.
8. Power to Act on Behalf of City. Consultant shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.
9. Record Keeping; Reports. Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Consultant and its subcontractors for inspection and audit purposes. Consultant shall provide City with a working draft of all reports and five (5) copies of all final reports prepared by Consultant under this Agreement.
10. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions, opinions, recommendations and other work product generated by or produced for Consultant or its subcontractors, employees, volunteers or agents in connection with the Services, regardless of the medium, including written proposals and materials recorded on computer discs ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.
11. Confidentiality. All data, reports, conclusions, opinions, recommendations and other Work Product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors, employees, volunteers or agents to be bound to these confidentiality provisions.

12. City Name and Logo. Consultant shall not use City's name or insignia, photographs relating to the City projects for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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

14. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Consultant, or any successors in interest, in the event of a default or breach by City for any amount which may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.

15. City Right to Employ Other Consultants. This Agreement is non-exclusive with Consultant. City reserves the right to employ other consultants in connection with the Services.

16. Termination of Agreement. This Agreement shall terminate upon completion of the Services, or earlier as set forth in **Exhibit A**.

Upon receipt of a termination notice (or completion of this Agreement), Consultant shall: (i) promptly discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to the City, without additional compensation, all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process. Following the termination of this Agreement for any reason whatsoever, City shall have the right to utilize such information and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to written proposals, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by Consultant. Consultant may not refuse to provide such writings or materials for any reason whatsoever.

17. Insurance. Consultant shall satisfy the insurance requirements set forth in **Exhibit B**.

18. Indemnity and Defense. Consultant hereby agrees to indemnify, defend and hold the City, City Council members, employees, volunteers, agents and city officials harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with actual acts, errors, omissions or negligence of Consultant or its subcontractors, employees, volunteers or agents relating to the performance of Services described herein.

19. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the

covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.

20. Form and Service of Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the other party shall be in writing and shall be deemed properly delivered, served or given by one of the following methods:

a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.

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

c. Delivery by a reliable overnight delivery service, ex., Federal Express, receipted, addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.

d. Delivery by deposit in the United States mail, first class postage prepaid. Service shall be deemed delivered seventy-two (72) hours after deposit.

21. Entire Agreement. This Agreement, including the attachments, represents the entire Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral, with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Consultant.

22. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

23. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

24. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

25. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Consultant in the County of Kings, California. Thus, in the event of litigation, the Parties agree venue shall only lie with the appropriate state or federal court in Kings County.

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

27. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

28. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

29. Alternative Dispute Resolution. If a dispute arises out of or relating to this Agreement, or the alleged breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties; otherwise, each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

Demand for mediation shall be in writing and delivered to the other party to this Agreement. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statutes of limitations.

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

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

*Signatures on Next Page*



CONSULTANT

By: \_\_\_\_\_  
Christopher Johnson, President

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

CITY OF LEMOORE

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

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

Party Identification and Contact Information:

Aegis Groundwater Consulting, LLC.  
Attn: Christopher Johnson, President  
3003 East Cornell  
Fresno, CA 93703  
chris@aegisgw.com  
559-801-1604

City of Lemoore  
Attn: Nathan Olson, City Manager  
711 W Cinnamon Drive  
Lemoore, CA 93245  
nolson@lemoore.com  
559-924-6700

## **EXHIBIT A CONSULTANT PROPOSAL**

*See attached.*

## **EXHIBIT B**

### **INSURANCE REQUIREMENTS**

Prior to commencement of the Services, Consultant shall take out and maintain, at its own expense, and shall cause any subcontractor with whom Consultant contracts for the performance of Services pursuant to this Agreement to take out and maintain, the following insurance until completion of the Services or termination of this Agreement, whichever is earlier, except as otherwise required by subsection (d) below. All insurance shall be placed with insurance companies that are licensed and admitted to conduct business in the State of California and are rated at a minimum with an "A" by A.M. Best Company.

a. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

(i) Professional Liability Insurance in an amount not less than \$1,000,000.00 per occurrence. Said insurance shall be maintained at all times during Consultant's performance of Services under this Agreement, and for a period of five years following completion of Consultant's Services under this Agreement or termination of this Agreement.

(ii) General Liability Insurance (including operations, products and completed operations coverages) in an amount not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(iii) Worker's Compensation Insurance as required by the State of California.

(iv) Business Automobile Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

If Consultant maintains higher limits than the minimums shown above, the City shall be entitled to coverage at the higher limits maintained.

b. Other Insurance Provisions. The general liability policy is to contain, or be endorsed to contain, the following provisions:

(i) The City, City Council members, employees, volunteers, agents and city officials are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided with two endorsement forms: 1) in the form of an additional insured endorsement to the Consultant's insurance, or as a separate owner's policy (CG 20 10 11 85 or its equivalent language) and 2) a CG 20 37 10 01 endorsement form or its equivalent language. A later edition of the CG 20 10 form along with the CG 20 37 coverage form will give some protection to the entity for specific locations.

(ii) For any claims related to the Services performed pursuant to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

(iii) Each insurance policy required by this section shall be endorsed to state that the City shall receive written notice at least thirty (30) days prior to the cancellation, non-renewal, or material modification of the coverages required herein.

(iv) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

c. Evidence of Coverage. Consultant shall deliver to City written evidence of the above insurance coverages, including the required endorsements prior to commencing Services under this Agreement; and the production of such written evidence shall be an express condition precedent, notwithstanding anything to the contrary in this Agreement, to Consultant's right to be paid any compensation under this Agreement. City's failure, at any time, to object to Consultant's failure to provide the specified insurance or written evidence thereof (either as to the type or amount of such insurance), shall not be deemed a waiver of City's right to insist upon such insurance later.

d. Maintenance of Insurance. If Consultant fails to furnish and maintain the insurance required by this section, City may (but is not required to) purchase such insurance on behalf of Consultant, and the Consultant shall pay the cost thereof to City upon demand, and City shall furnish Consultant with any information needed to obtain such insurance. Moreover, at its discretion, City may pay for such insurance with funds otherwise due Consultant under this Agreement.

Consultant shall maintain all of the foregoing insurance coverages during the term of this Agreement, except as to (a) the products and completed operations coverage under the General Liability Insurance which shall also be maintained for a period of ten (10) years following completion of the Services by Consultant or termination of this Agreement, whichever is earlier; and (b) Professional Liability Insurance, which shall be maintained for a period of five (5) years following completion of the Services by Consultant or termination of this Agreement, whichever is earlier.

e. Indemnity and Defense. Except as otherwise expressly provided, the insurance requirements in this section shall not in any way limit, in either scope or amount, the indemnity and defense obligations separately owed by Consultant to City under this Agreement.

Aegis Groundwater Consulting, LLC.  
Fresno, California

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December 7, 2018

Mr. Frank Rivera  
Public Works Director  
City Service Center  
711 West Cinnamon  
Lemoore, California 93245

Subject: Water Well Engineering and Hydrogeological Services  
Revised Supplemental Projects Proposal  
Lemoore, California

Mr. Rivera,

As requested by the City of Lemoore (City), Aegis Groundwater Consulting, LLC (Aegis) is submitting this proposal to provide supplemental water well engineering and hydrogeological consulting services related to assessing, retrofitting and rehabilitating City wells 7 and 10.

Aegis is committed to providing quality service to its clients, commensurate with their wants, needs and desired level of risk. If a portion of this proposal does not meet the needs of the City, or if those needs change, Aegis will consider appropriate modifications, subject to the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, scheduling, and contract terms may result in changes to the risks assumed by the City, as well as adjustments to our fees.

### **Background**

Based on our continuing discussions with the City, the following are issues related to Wells 7 and 10 that the City wishes addressed:

- **Well 7:** Needs retrofitting to facilitate water level measurements. Specifically, a custom discharge head needs to be manufactured, and installed, along with a sounding tube. Aegis will facilitate the manufacturing and installation for the City by subcontractor. The costs and Contractor's responsibilities are presented below.

Additionally, Well 7 will be the focus of a pilot study, which the City and Aegis will collaborate on, involving switching the turbine pump drive shaft lubricating oil from food-grade to mechanical grade. The goal of the State-approved pilot

study will be to assess possible reductions in bacterial presence, which has been detected in the well, possibly resulting from the food-grade oil acting as a food source for these bacteria. Aegis will prepare the pilot study guidelines, which have been negotiated with the State, and will be implemented by the City.

- Well 10: Operational for many years, with no known or reported internal maintenance or rehabilitation, and as such the City wishes to assess the potential need for maintenance on this well.

Based on our discussions with the City, our understanding is that the City needs the following services provided:

- Well 7 Well head Retrofitting - Well 7 has been lined and is now in need of some means of measuring water levels, which will involve retrofitting the well with a new, fabricated well discharge head. Aegis will also work with the City to select an appropriate water level pressure transducer for Well 7. Finally, Aegis will assist the City with the pilot study on lubricating oil, by preparing the pilot study work plan, collecting two (2) water samples at six week intervals (i.e. 6 then 12 weeks) after the oil has been changed, and preparing a technical report of findings.
- Well 10 Data Collection and Operational Assessment - Aegis will work with the City to obtain data (e.g. well completion reports, water quality, operational data, video logs) for Well 10. Our goal is to assess the historical and current well performance, structural integrity (if feasible) and water quality. Objectives are recommendations for maintenance, operational changes, or rehabilitation. Aegis will conduct the assessments and document our findings and recommendations to the City.
- Well Rehabilitation Work Plan and Technical Specifications - Aegis will prepare a rehabilitation work plan and technical specifications for the City, based on our assessment findings. The work plan will guide the rehabilitation of Well 10, and the technical specifications will be suitable for inclusion in a City-prepared bid package for this work.

### **Proposed Scope of Services**

Based on the background and our understanding of the City's expressed needs, we are proposing the following scope of service:

#### **Task 1 Well 7 Well head Retrofitting**

The following are our Task 1 objectives:

- Retrofitting Well 7 with a new discharge head, to facilitate water level measurement access, replacing existing food-grade lubricating oil with mineral oil (City will supply the new oil), conducting biological water quality sampling and analysis following the oil change, and submitting a technical memorandum to the City.
- Providing recommendations for a pressure transducer.

For cost estimating, our Task 1 budget addresses the following:

- Well 7 discharge head retrofitting technical memorandum, and the cost of the well head itself, manufactured and installed by Zim Industries. Zim's costs will include installing a PVC sounding tube in Well 7, when the discharge head is installed.
- Lubricating oil pilot study project management time, communications with the State of California, and two (2) biological sample analyses.
- Pressure transducer recommendation.

#### Task 2 – Well 10 Data and Operational Assessment

Aegis and the City will collaborate on historical data gathering, for Wells 10. Aegis will take the readily available historical data, and then conduct an “operational assessment” of Well 10. This operational assessment is a comparison of historic to current performance, specifically looking for changes in well performance or water quality.

The operational assessment will also include the following:

- Conduct short-duration (300 minute) step-drawdown pumping tests before the permanent pumps are removed for other work, to establish current baseline pumping performance, i.e. static water level, pumping water level and flow rate. Again, this information will be compared to historical information, and will be useful in assessing the efficacy of well rehabilitation if it occurs.
- Collect one (1) water sample at the time of the step-drawdown pumping test, and have it analyzed for general chemistry and microbiological presence. These baseline chemistries are critical to designing the rehabilitation program, and for comparative purposes with respect to water quality.
- After the removal of the permanent pumps, conduct video logging in the well, to visually assess the readily apparent internal condition of the wells, specifically looking for plugging, blockage and structural damage.
- Given the advanced age of the well, we will conduct a type of geophysical logging, referred to as CITM logging. CITM logging allows us to interpret the results with respect to where the well casing may be thinner than originally



installed, which can be suggestive of corrosion points. This could facilitate pre-emptive reconstruction, to reduce the risk of well casing failure in the future.

Based on our assessments, Aegis will provide a technical memorandum to the City, describing our conclusions and recommendations regarding the operational status of Wells 10. For cost estimating, our Task 1 budget is oriented to preparing the following:

- Data collection and operational assessment, including subcontractor costs.
- Assessment findings and recommendations for Well 10.

### Task 3 – Planning and Workplans

Based on the findings and recommendations from Tasks 1 and 2, Aegis will prepare work plans for additional well monitoring, rehabilitation and well head retrofitting as necessary. When appropriate, the work plans will provide suitable documentation for competitive bidding. We can also provide on a case-by-case basis, technical memorandum to aid the City in specific well improvements.

For cost estimating, our Task 3 budget is oriented to preparing the following:

- Well 7 findings and recommendations, with respect to the following:
  - Pressure transducer
  - Technical report regarding the pilot assessment results, with respect to changing from food-grade to mineral lubricating oil.
- Well 10 rehabilitation work plan and technical specifications. This is predicated on the findings of Tasks 1 and 2, along with preliminary assessment work. The work plan will describe the technical approach to the rehabilitation, along with provide the City with technical specifications suitable for bidding.

### **Schedule**

Aegis is prepared to begin work immediately. We anticipate the actual field work taking approximately twenty five (25) to thirty (30) working days to complete. A draft report will be submitted five (5) working days after receipt of the last sample results, with a final report five (5) days after approval of the draft by the City.

### **Fees and Authorization**

Aegis will provide the proposed scope of services based upon our 2018 Time and Materials Fee Schedule, for \$51,195. The following table details our costs, which does not include the costs for the rehabilitation contractor, which we presume will be billed to the City separately. Our standard contract is attached for your review and signature. Please sign both copies and return them. We will execute them both and return one to you for your files.

Table 1

## Task 1 – Well 7 Well head Retrofitting

Principal Professional	6 hrs@\$200/hr	\$1,200
Staff Professional	14 hrs @\$150/hr	\$2,100
Administration	3 hrs @ \$90/hr	\$270
Subcontractor – Zim Industries		\$25,475
<b>Task subtotal</b>		<b>\$29,045</b>

## Task 2 – Data Collection and Well Assessment

Principal Professional	4 hrs@\$200/hr	\$800
Staff Professional	40 hrs @\$150/hr	\$6,000
Administration	12 hrs @ \$90/hr	\$1,080
Subcontractor – Zim Industries		\$1,650
Subcontractor – Water Systems Engineering		\$5,000
Subcontractor – Pacific Surveys		\$3,500
<b>Task subtotal</b>		<b>\$18,030</b>

## Task 3 – Planning and Workplans

Principal Professional	8 hrs@\$200/hr	\$1,600
Staff Professional	12 hrs @\$150/hr	\$1,800
Administration	8 hrs @ \$90/hr	\$720
<b>Task subtotal</b>		<b>\$4,120</b>

<b>PROJECT TOTAL</b>		<b>\$51,195</b>
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## Limitations

Aegis offers a range of engineering services to suit the varying needs of our clients. Although risk can never be eliminated, more detailed and extensive engineering yields more information, which may help understand and manage the degree of risk. Since such detailed services involve greater expense, our clients participate in determining the level of service that provides adequate information for their purposes at an acceptable level of risk. Acceptance of this proposal will indicate that the City of Lemoore has reviewed the scope of services and determined that it does not need or want more services than are being proposed at this time. Any exceptions should be noted and may result in a change in fees.

Aegis will perform its services in a manner consistent with the standards of care and skill ordinarily exercised by members of the profession practicing under similar conditions in

the geographic vicinity and at the time the services will be performed. No warranty or guarantee express or implied, is part of the services offered by this proposal.

If you have any questions, or if there is a need to change some aspect of the proposal please call us at your convenience. Thank you for allowing Aegis this opportunity to work with the City of Lemoore. We appreciate our ongoing relationship with the City of Lemoore, and look forward to assisting in the rehabilitation of Well 12. Please feel free to contact us if you have any questions or comments regarding this proposal.

Respectfully,

Aegis Groundwater Consulting, LLC

A handwritten signature in blue ink that reads "Christopher S. Johnson". The signature is written in a cursive, flowing style.

Christopher S. Johnson, PG., CHg

President and Principal Hydrogeologist



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6700 • Fax (559) 924-6708

## Staff Report

**Item No: 7-7**

**To: Lemoore City Council**

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

**Date: November 21, 2018 Meeting Date: December 4, 2018**

**Subject: First Amendment to Agreement with Carollo Engineers, Inc., for Water Treatment Plant Project Preliminary Design**

### **Strategic Initiative:**

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

### **Proposed Motion:**

Approve first amendment to agreement with Carollo Engineers, Inc., (Carollo) to provide Design Engineering Services for the preliminary design groundwater treatment plants in the City and authorize the City Manager to execute.

### **Subject/Discussion:**

On September 14, 2018, City Council approved an agreement with Carollo to provide preliminary designs for three water treatment plants. These plants are being built to comply with an order from the Division of Drinking Water (DDW) to achieve compliance for total trihalomethanes (TTHMs) that are present in the public water supply. The water contains other contaminants that affect water quality and need to be treated.

Carollo has submitted an amendment to the agreement. The first amendment expands their scope of work to cover design support and CEQA documentation. Subconsultants will perform each of these additional items. The design services will be performed by AdEdge Water Technologies, LLC and the CEQ documentation will be handled by Crawford & Bowen.

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

*"In God We Trust"*

The original agreement with Carollo was \$254,113. Carollo is proposing an additional \$96,250 for the first amendment. The new not to exceed amount for services, if approved, will be \$350,363. These fees will be paid from CIP 5202 that has a current budget of \$9,897,685.54.

**Alternatives or Pros/Cons:**

None noted.

**Commission/Board Recommendation:**

Not applicable.

**Staff Recommendation:**

Staff recommends that City Council approve the first amendment to the agreement with Carollo and authorize the City Manager to execute.

**Attachments:**

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

**Review:**

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

**Date:**

11/30/18  
12/13/18  
11/30/18

**FIRST AMENDMENT TO  
AGREEMENT  
FOR  
CONSULTANT SERVICES  
CITY OF LEMOORE  
WATER TREATMENT PLANT PROJECT**

This First Amendment to the Agreement for Consultant Services (Agreement) is made and entered into by and between the City of Lemoore (City) and Carollo Engineers, Inc. (Consultant), on this \_\_\_\_\_ day of December, 2018. This First Amendment amends the Agreement entered into on September 6, 2018, by City and Consultant.

City and Consultant agree as follows:

1. In Recital A and Paragraph 1 of the Agreement, Exhibit A is supplemented with Exhibit A1, attached hereto and incorporated by reference.
2. In Paragraph 3 of the Agreement, Exhibit B is supplemented with Exhibit B1, attached hereto and incorporated by reference.
3. In Exhibit B of the Agreement, the total fee for services of two hundred fifty four thousand, one hundred thirteen dollars (\$254,113) is replaced in Exhibit B1 with the new not to exceed amount of three hundred thirty six thousand six hundred thirteen dollars (\$336,613) to be paid to Consultant.


As so amended, the Agreement remains in full force and effect.

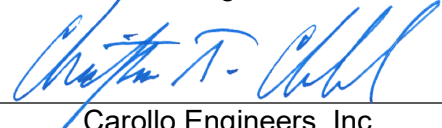
CITY OF LEMOORE

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
City Clerk

CONSULTANT

By:   
Carollo Engineers, Inc.

By:   
Carollo Engineers, Inc.

Attachments: Exhibit A1  
Exhibit B1

**EXHIBIT "A1"**  
**AMENDMENT NO. 1 TO**  
**SCOPE OF WORK**  
**CONSULTANT SERVICES**  
**WATER TREATMENT PLANT PROJECT**

**PURPOSE**

The purpose of this Amendment No. 1 is to expand the scope of services for the Agreement dated September 6, 2018 between the City of Lemoore (City) and Carollo Engineers, Inc. (Consultant), regarding the Phase 1 Preliminary Design Engineering Services for the Water Treatment Plant Project (Project). The initial scope of work included two tasks: Task 1 (Project Management) and Task 2 (Preliminary Design). This Amendment expands the scope of work to include one additional work item (Task 3) that was requested by the City to incorporate into this Agreement. Task 3 is needed to authorize Consultant to hire the City's proposed equipment supplier to support the preliminary design work.

**CONSULTANT'S SERVICES**

**Task 3. AdEdge Design and Engineering Support**

*The City has selected AdEdge Water Technologies, LLC (AdEdge) to be the default equipment supplier for the water treatment facilities. The initial scope of work and budget in the Agreement did not include participation by AdEdge to support Consultant's preliminary design work. During the project kickoff meeting on September 19, 2018, the City authorized Consultant to subcontract with AdEdge to provide support services for equipment and process related design work.*

This Task 3 expands the initial scope of work to cover services provided by Subconsultant AdEdge, to support the completion of Task 2 (Preliminary Design) being prepared by Consultant. AdEdge will work closely with Consultant and City on all equipment/process related design tasks as Consultant completes the Preliminary Design.

The scope of supply and support services to be provided by AdEdge are outlined below.

- Participate in (3) Consultant-led Design Camps at Lemoore over the next 60 days
- Develop detailed Scope of Supply Documents
- Design basis and calculations for all processes
- Project Scoping and Equipment Sizing
- Develop Footprint / Preliminary Layouts for the equipment
- Equipment data sheets, sizing, and bill of materials (BOMs)
- Refined solid preliminary costs for each Station
- Finalize Process Flow Diagrams
- Process & Instrumentation Diagrams for all supplied equipment / process
- Equipment General Arrangement / Layout Diagrams
- Electrical Loads Table for each site
- Electrical One-line diagrams showing overall architecture of the process

- Develop Process Control Philosophy and Logic Table
  - Provide necessary input for project schedule and refinements
- Cost estimate for supplied equipment and associated services anticipated for project construction and start-up, to be provided to ENGINEER in time to be included in the BODR.

#### Budget

The budget for this task is \$82,500.

#### **TIME OF PERFORMANCE**

Task 3 work has already begun. AdEdge is working under the direction of Consultant to complete all work within the preliminary design milestone and completion deadlines established in the Agreement.

#### **PAYMENT**

Payment for services rendered shall be in accordance with Paragraph 3 of the Agreement. The total budget for this Amendment No. 1 is \$82,500.

#### **EFFECTIVE DATE**

This Amendment No. 1 is effective as of the \_\_\_\_\_ day of December, 2018.



**EXHIBIT "B1"**

**AMENDMENT NO. 1**

**PROJECT FEES FOR CONSULTANT SERVICES**

**WATER TREATMENT PLANT PROJECT**

**DECEMBER 2018**

<b>Project Fees</b>	<b>Fee Schedule</b>		
	Original Budget	Amendment No. 1	Total
Original Agreement - Phase 1 Preliminary Design Services	\$254,113	\$0	\$254,113
Task 3 – Design and Engineering Support by Subconsultant AdEdge Water Technologies	\$0	\$82,500	\$82,500
Total Project Fee	\$254,113	\$82,500	\$336,613



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6700 • Fax (559) 924-6708

## Staff Report

**Item No: 7-8**

**To: Lemoore City Council**

**From: Nathan Olson, City Manager**

**Date: November 20, 2018**

**Meeting Date: December 18, 2018**

**Subject: Request for New Censure**

**Strategic Initiative:**

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

**Proposed Motion:**

Discussion and Direction.

**Subject/Discussion:**

Per City Council direction, a request for discussion regarding a new censure of Councilmember Holly Blair has been placed on the agenda. Any potential actions will take place at a future meeting.

**Financial Consideration(s):**

Not Applicable

**Alternatives or Pros/Cons:**

Not Applicable

**Commission/Board Recommendation:**

Not Applicable

**Staff Recommendation:**

Not Applicable

**Attachments:**

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

**Review:**

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

**Date:**

11/20/18  
11/30/18  
12/13/18  
11/29/18



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## Staff Report

**To:** Lemoore City Council  
**From:** Janie Venegas, City Clerk / Human Resources Manager  
**Date:** December 13, 2018 **Meeting Date:** December 18, 2018  
**Subject:** Activity Update

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

### Attendance Roster for Boards and Commissions

➤ January to November 2018

### Reports

➤ Warrant Register – FY 18/19

December 06, 2018

# RAY MADRIGAL - Mayor

YELLOW = ABSENT

Cross Valley Rail Corridor Joint Powers Authority	Kings County Association of Governments (KCAG)		Lemoore Finance Committee	Oversight Board for the Successor Agency to the Redevelopment Agency	San Joaquin Valley Air Quality Control Board Special Seclection Committee
No Information Received	Transportation Policy Committee (TPC)	Kings County Vehicle Abatement Committee (AVA)	January to November 2018 No Meetings	January 25, 2018 - No Meeting	January 2018 - No Meeting
<i>Assumed Primary September 2018</i>	January 24, 2018 - ABSENT	January 24, 2018 - ABSENT		January 31, 2018 - Special - ABSENT	February 2018 - No Meeting
	February 28, 2018	March 28, 2018 - ABSENT		February 22, 2018 - No Meeting	March 2018 - No Meeting
	March 28, 2018 - ABSENT	July 25, 2018 - ABSENT		March 22, 2018 - No Meeting	April 2018 - No Meetings
	April 25, 2018	September 26, 018 - ABSENT		April 26, 2018 - No Meeting	May 2, 2018 - Special
	May 23, 2018	<i>D. BROWN attended all of above as Alternate</i>		May 16, 2018 - Special - ABSENT	June to November 2018 No Meetings
	June 25, 2018 - ABSENT			May 24, 2018 - No Meeting	
	July 27, 2018 - ABSENT			June 28, 2018 - ABSENT	
	August 22, 2018			<i>DISBANDED JULY 2018</i>	
	Septebrmer 26, 2018 - ABSENT				
	October 24, 2018				
	November 28, 2018 - ABSENT				

# **EDDIE NEAL - Mayor Pro Tem**

Kings County Community Action Organization (KCAO)			Kings County Gang Awareness Advisory Committee	Kings Waste & Recycling JPA Board	YELLOW = ABSENT League of California Cities * General Membership + Executive Board
Board of Directors Meetings	Executive Committee Meetings	Strategic Committee Meetings	January to November 2018 No Meetings	January 31, 2018 - No Meeting	January 11, 2018 - ABSENT +
January 17, 2018	January 2018 - No Meeting	January 2018 - No Meeting		February 28, 2018	February 8, 2018 *
February 21, 2018	February 2018 - No Meeting	February 21, 2018		March 21, 2018 - Special	March 8, 2018 +
March 21, 2018	March 8, 2018 - ABSENT	March 2018 - No Meeting		March 28, 2018 - No Meeting	April 5, 2018 *
April 18, 2018	April 10, 2018 - Special	April 18, 2018		April 25, 2018 - No Meeting	May 2018 - No Meeting
May 16, 2018 - ABSENT	May 7, 2018 - ABSENT	May 16, 2018 - ABSENT		May 30, 2018	June 14, 2018 *
June 20, 2018	June 11, 2018 - Special	June 20, 2018		June 27, 2018 - No Meeting	July 2018 - No Meeting
July 18, 2018	July 2018 - No Meeting	July 2018 - No Meeting		July 25, 2018	August 2018 - No Meeting
August 15, 2018	August 2018 - No Meeting	August 15, 2018		August 29, 2018	September 12, 2018 - ABSENT +
August 17, 2018 - Special - ABSENT	September 2018 - No Meeting	September 19, 2018 - ABSENT		September 26, 2018	October 4, 2018 - ABSENT *
September 19, 2018	October 2018 - No Meeting	October 17, 2018 - ABSENT		October 31, 2018 - No Meeting	November 8, 2018
October 17, 2018 - ABSENT	November 9, 2018 - ABSENT	November 28, 2018 - ABSENT		November 28, 2018 - ABSENT	
November 28, 2018 - ABSENT					
November 28, 2018 - Special - ABSENT					

**DAVE BROWN - Council Member**
**YELLOW = ABSENT**

Kings County Area Public Transit Authority (KCAPTA)	Kings County Commission on Aging	Kings County Economic Development Committee	Kings County Emergency Shelter and Food Committee	Lemoore City Manager's Committee	LVFD Qualification Review Committee	South Fork Kings Sustainable Groundwater Management Act JPA Board
January 24, 2018	No information Received	January 29, 2018 - ABSENT	September to November 2018 No Meetings	September to November 2018 No Meetings	January to November 2018 No Meetings	January 2018 - No Meeting
February 28, 2018		February 26, 2018	Assumed Primary September 2018			February 1, 2018 - Special
March 28, 2018		March 26, 2018				March 15, 2018
April 25, 2018		April 30, 2018				April 19, 2018
May 23, 2018		May 2018 - No Meeting				May 2018 - No Meeting
June 27, 2018		June 25, 2018				June 21, 2018
July 25, 2018		July 30, 2018 - No Meeting				July 19, 2018
August 22, 2018		August 27, 2018				August 16, 2018
September 26, 2018		September 2018 - No Meeting				September 2018 - No Meeting
October 18, 2018		October 2018 - No Meeting				October 18, 2018
November 28, 2018		November 2018 - No Meeting				November 8, 2018

**JEFF CHEDESTER - Council Member****YELLOW = ABSENT**

Indian Gaming Local Benefit Committee	Kings Mosquito Abatement District
January to November 2018 No Meetings	January 2018 - No Meeting
	February 12, 2018 - Special
	March 13, 2018 - Special - ABSENT
	April 10, 2018 - Special
	May 16, 2018
	June 20, 2018 - Special
	July 17, 2018
	August 15, 2018
	September 19, 2018
	October 1, 2018 - Special
	October 17, 2018 - No Meeting
	November 21, 2018



# FY 17/18 Warant Register 12-06-18

PEI  
DATE: 12/06/2018  
TIME: 13:41:30

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 1  
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.period='6' and transact.fund between '001' and '300'  
ACCOUNTING PERIOD: 6/19

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
					UTILITIES				
6 /19	12/06/18	21		60294	5516 AT&T		104.55	.00	9391034007
6 /19	12/06/18	21		60294	5516 AT&T		137.66	.00	9391034009 10/25-11/2
TOTAL					UTILITIES	.00	242.21	.00	
TOTAL					CITY MANAGER	.00	242.21	.00	

PEI  
DATE: 12/06/2018  
TIME: 13:41:30

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 2  
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.period='6' and transact.fund between '001' and '300'  
ACCOUNTING PERIOD: 6/19

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
6 /19	12/06/18	21		60294	5516 AT&T		130.68	.00	9391034007
TOTAL						.00	130.68	.00	
TOTAL						.00	130.68	.00	

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DATE: 12/06/2018  
TIME: 13:41:30

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 3  
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.period='6' and transact.fund between '001' and '300'  
ACCOUNTING PERIOD: 6/19

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
6 /19	12/06/18	21		60306	6970 MARICRUZ FERNAND		440.00	.00	JANITORIAL WORK
TOTAL						.00	440.00	.00	
4340									
6 /19	12/06/18	21		60294	5516 AT&T		3.09	.00	9391034007
6 /19	12/06/18	21		60311	0423 SOCALGAS		70.67	.00	10/19-11/20
6 /19	12/06/18	21		60311	0423 SOCALGAS		83.92	.00	10/19-11/20
TOTAL						.00	157.68	.00	
TOTAL						.00	597.68	.00	

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TIME: 13:41:30

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 4  
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.period='6' and transact.fund between '001' and '300'  
ACCOUNTING PERIOD: 6/19

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
6 /19	12/06/18	21		60310	3010 THE ANIMAL HOUSE		68.59	.00	EUKANUBA
TOTAL						.00	68.59	.00	
4220U									
6 /19	12/06/18	21		60304	6830 KEVIN KURTZ		60.32	.00	REIMB. K.KURTZ PANTS
TOTAL						.00	60.32	.00	
4340									
6 /19	12/06/18	21		60294	5516 AT&T		342.29	.00	9391034008 10/25-11/2
TOTAL						.00	342.29	.00	
4360									
6 /19	12/06/18	21		60295	T2574 CHASE ELLSWORTH		42.00	.00	PER DIEM-C.ELLSWORTH
6 /19	12/06/18	21		60296	6883 CLEBY SANTOS		42.00	.00	PER DIEM-C.SANTOS
6 /19	12/06/18	21		60301	T2619 JUSTIN PERKINS		42.00	.00	PER DIEM-J.PERKINS
6 /19	12/06/18	21		60302	T2575 KAYLA KRUG		42.00	.00	PER DIEM-K.KRUG
TOTAL						.00	168.00	.00	
TOTAL					POLICE	.00	639.20	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 5  
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.period='6' and transact.fund between '001' and '300'  
ACCOUNTING PERIOD: 6/19

FUND - 001 - GENERAL FUND  
BUDGET UNIT - 4222 - FIRE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340					UTILITIES				
6 /19	12/06/18	21		60294	5516 AT&T		87.12	.00	9391034007
6 /19	12/06/18	21		60314	0116 VERIZON WIRELESS		190.05	.00	10/24-11/23
TOTAL					UTILITIES	.00	277.17	.00	
TOTAL					FIRE	.00	277.17	.00	

PEI  
DATE: 12/06/2018  
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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 6  
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.period='6' and transact.fund between '001' and '300'  
ACCOUNTING PERIOD: 6/19

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
6 /19	12/06/18	21		60294	5516 AT&T		3.09	.00	9391034007
TOTAL						.00	3.09	.00	
TOTAL						.00	3.09	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 7  
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.period='6' and transact.fund between '001' and '300'  
ACCOUNTING PERIOD: 6/19

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340					UTILITIES				
6 /19	12/06/18	21		60294	5516 AT&T		4.13	.00	9391034007
6 /19	12/06/18	21		60294	5516 AT&T		87.12	.00	9391034007
TOTAL					UTILITIES	.00	91.25	.00	
TOTAL					PUBLIC WORKS	.00	91.25	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 8  
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.period='6' and transact.fund between '001' and '300'  
ACCOUNTING PERIOD: 6/19

FUND - 001 - GENERAL FUND  
BUDGET UNIT - 4231 - STREETS

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
	6 /19	12/06/18	21	60308	0363 PG&E		59.73	.00	10/24-11/21
	6 /19	12/06/18	21	60308	0363 PG&E		60.85	.00	10/18-11/16
	6 /19	12/06/18	21	60308	0363 PG&E		323.26	.00	10/24-11/21
	6 /19	12/06/18	21	60308	0363 PG&E		7,790.54	.00	10/17-11/15
TOTAL					UTILITIES	.00	8,234.38	.00	
TOTAL					STREETS	.00	8,234.38	.00	



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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 9  
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.period='6' and transact.fund between '001' and '300'  
ACCOUNTING PERIOD: 6/19

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310					PROFESSIONAL CONTRACT SVC				
6 /19	12/06/18	21		60307	6973 MELODY MAR		21.00	.00	BATON TWIRLING
6 /19	12/06/18	21		60303	7011 KERRI MICHELLE H		63.00	.00	PEEWEE MUSIC
6 /19	12/06/18	21		60312	6889 TOMI FORD		225.50	.00	THANKSGIVING CAMP
6 /19	12/06/18	21		60313	T1508 MAUREEN TOMPKINS		238.00	.00	DOG OBEDIENCE
6 /19	12/06/18	21		60298	5962 JASON GLASPIE		387.90	.00	BOXING
6 /19	12/06/18	21		60300	T2043 JULIO GONZALEZ		402.50	.00	DRAMA NOVEMBER
6 /19	12/06/18	21		60297	6731 FLORENCE COLBY		437.50	.00	ZUMBA NOV 18
6 /19	12/06/18	21		60305	6371 MANUEL VELARDE		490.00	.00	KARATE NOV
6 /19	12/06/18	21		60309	T2217 SHANEE RANESSES		1,561.00	.00	RECREATION DANCE
TOTAL					PROFESSIONAL CONTRACT SVC	.00	3,826.40	.00	
4340					UTILITIES				
6 /19	12/06/18	21		60294	5516 AT&T		52.27	.00	9391034007
TOTAL					UTILITIES	.00	52.27	.00	
TOTAL					RECREATION	.00	3,878.67	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 10  
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.period='6' and transact.fund between '001' and '300'  
ACCOUNTING PERIOD: 6/19

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4360									
	6 /19	12/04/18	20	59687	2344 STATE WATER RESO		-90.00	.00	D3 CERT J. SOUZA
	6 /19	12/04/18	20	59686	2344 STATE WATER RESO		-90.00	.00	T3 CERT J. CLIMER
	6 /19	12/06/18	21	60299	2473 JUDY HOLWELL		280.75	.00	PER DIEM-J.HOLWELL
TOTAL		TRAINING				.00	100.75	.00	
TOTAL		HUMAN RESOURCES				.00	100.75	.00	
TOTAL		GENERAL FUND				.00	14,195.08	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 11  
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.period='6' and transact.fund between '001' and '300'  
ACCOUNTING PERIOD: 6/19

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
6 /19	12/06/18	21		60294	5516 AT&T		2.61	.00	9391034007
TOTAL						.00	2.61	.00	
TOTAL						.00	2.61	.00	
TOTAL						.00	2.61	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 12  
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.period='6' and transact.fund between '001' and '300'  
ACCOUNTING PERIOD: 6/19

FUND - 050 - WATER  
BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340					UTILITIES				
6 /19	12/06/18	21		60294	5516 AT&T		3.62	.00	9391034007
6 /19	12/06/18	21		60294	5516 AT&T		20.66	.00	9391034011 10/25-11/2
6 /19	12/06/18	21		60294	5516 AT&T		39.70	.00	9391061027 10/25-11/2
6 /19	12/06/18	21		60311	0423 SOCALGAS		50.00	.00	10/19-11/20
TOTAL					UTILITIES	.00	113.98	.00	
TOTAL					WATER	.00	113.98	.00	

PEI  
DATE: 12/06/2018  
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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 13  
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.period='6' and transact.fund between '001' and '300'  
ACCOUNTING PERIOD: 6/19

FUND - 050 - WATER  
BUDGET UNIT - 4251 - UTILITY OFFICE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
6 /19	12/06/18	21		60294	5516 AT&T		95.85	.00	9391034007
TOTAL						.00	95.85	.00	
TOTAL						.00	95.85	.00	
TOTAL						.00	209.83	.00	

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DATE: 12/06/2018  
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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 14  
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.period='6' and transact.fund between '001' and '300'  
ACCOUNTING PERIOD: 6/19

FUND - 056 - REFUSE  
BUDGET UNIT - 4256 - REFUSE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
6 /19	12/06/18	21		60294	5516 AT&T		2.06	.00	9391034007
TOTAL						.00	2.06	.00	
TOTAL						.00	2.06	.00	
TOTAL						.00	2.06	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 15  
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.period='6' and transact.fund between '001' and '300'  
ACCOUNTING PERIOD: 6/19

FUND - 203 - LLMD ZONE 3 SILVA ESTATES  
BUDGET UNIT - 4853 - LLMD ZONE 3 SILVA ESTATES

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
6 /19	12/06/18	21		60308	0363 PG&E		47.65	.00	10/23-11/20
TOTAL						.00	47.65	.00	
TOTAL						.00	47.65	.00	
TOTAL						.00	47.65	.00	

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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 16  
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.period='6' and transact.fund between '001' and '300'  
ACCOUNTING PERIOD: 6/19

FUND - 206 - LLMD ZONE 6 CAPISTRANO  
BUDGET UNIT - 4856 - LLMD ZONE 6 CAPISTRANO

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
6 /19	12/06/18	21		60308	0363 PG&E		9.53	.00	10/23-11/20
TOTAL						.00	9.53	.00	
TOTAL					LLMD ZONE 6 CAPISTRANO	.00	9.53	.00	
TOTAL					LLMD ZONE 6 CAPISTRANO	.00	9.53	.00	



PEI  
DATE: 12/06/2018  
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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 17  
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.period='6' and transact.fund between '001' and '300'  
ACCOUNTING PERIOD: 6/19

FUND - 208 - LLMD ZONE 8 COUNTY CLUB  
BUDGET UNIT - 4858 - LLMD ZONE 8 COUNTY CLUB

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
6 /19	12/06/18	21		60308	0363 PG&E		9.53	.00	10/23-11/20
TOTAL						.00	9.53	.00	
TOTAL						.00	9.53	.00	
TOTAL						.00	9.53	.00	

PEI  
DATE: 12/06/2018  
TIME: 13:41:30

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 18  
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.period='6' and transact.fund between '001' and '300'  
ACCOUNTING PERIOD: 6/19

FUND - 210 - LLMD ZONE 10 AVALON  
BUDGET UNIT - 4860 - LLMD ZONE 10 AVALON

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
6 /19	12/06/18	21		60308	0363 PG&E		19.06	.00	10/23-11/20
TOTAL						.00	19.06	.00	
TOTAL						.00	19.06	.00	
TOTAL						.00	19.06	.00	

PEI  
DATE: 12/06/2018  
TIME: 13:41:30

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 19  
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.period='6' and transact.fund between '001' and '300'  
ACCOUNTING PERIOD: 6/19

FUND - 212 - LLMD ZONE 12 SUMMERWIND  
BUDGET UNIT - 4862 - LLMD ZONE 12 SUMMERWIND

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
6 /19	12/06/18	21		60308	0363 PG&E		21.33	.00	10/23-11/20
TOTAL						.00	21.33	.00	
TOTAL						.00	21.33	.00	
TOTAL						.00	21.33	.00	

PEI  
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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 20  
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.period='6' and transact.fund between '001' and '300'  
ACCOUNTING PERIOD: 6/19

FUND - 251 - PFMD ZONE 1  
BUDGET UNIT - 4871 - PFMD ZONE 1

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
6 /19	12/06/18	21		60308	0363 PG&E		34.05	.00	10/23-11/20
TOTAL						.00	34.05	.00	
TOTAL						.00	34.05	.00	
TOTAL						.00	34.05	.00	

PEI  
DATE: 12/06/2018  
TIME: 13:41:30

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 21  
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.period='6' and transact.fund between '001' and '300'  
ACCOUNTING PERIOD: 6/19

FUND - 252 - PFMD ZONE 2  
BUDGET UNIT - 4872 - PFMD ZONE 2

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
6 /19	12/06/18	21		60308	0363 PG&E		73.74	.00	10/23-11/20
TOTAL						.00	73.74	.00	
TOTAL			PFMD ZONE 2			.00	73.74	.00	
TOTAL			PFMD ZONE 2			.00	73.74	.00	

PEI  
DATE: 12/06/2018  
TIME: 13:41:30

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 22  
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.period='6' and transact.fund between '001' and '300'  
ACCOUNTING PERIOD: 6/19

FUND - 253 - PFMD ZONE 3  
BUDGET UNIT - 4873 - PFMD ZONE 3

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
	6 /19	12/06/18	21	60308	0363 PG&E		9.62	.00	10/23-11/20
TOTAL						.00	9.62	.00	
TOTAL						.00	9.62	.00	
TOTAL						.00	9.62	.00	

PEI  
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CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 23  
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.period='6' and transact.fund between '001' and '300'  
ACCOUNTING PERIOD: 6/19

FUND - 254 - PFMD ZONE 4  
BUDGET UNIT - 4874 - PFMD ZONE 4

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
6 /19	12/06/18	21		60308	0363 PG&E		9.53	.00	10/23-11/20
TOTAL						.00	9.53	.00	
TOTAL						.00	9.53	.00	
TOTAL						.00	9.53	.00	

PEI  
DATE: 12/06/2018  
TIME: 13:41:30

CITY OF LEMOORE  
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 24  
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.period='6' and transact.fund between '001' and '300'  
ACCOUNTING PERIOD: 6/19

FUND - 255 - PFMD ZONE 5  
BUDGET UNIT - 4875 - PFMD ZONE 5

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
6 /19	12/06/18	21		60308	0363 PG&E		80.23	.00	10/23-11/20
TOTAL						.00	80.23	.00	
TOTAL			PFMD ZONE 5			.00	80.23	.00	
TOTAL			PFMD ZONE 5			.00	80.23	.00	
TOTAL			REPORT			.00	14,723.85	.00	